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DELTA REPORT

10-K

ROYALTY PHARMA PLC

10-K - DECEMBER 31, 2023 COMPARED TO 10-K - DECEMBER 31, 2022

The following comparison report has been automatically generated

TOTAL DELTAS	7735
CHANGES	320
DELETIONS	2021
ADDITIONS	5394

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2022 December 31, 2023

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number 001-39329

Royalty Pharma plc

(Exact name of registrant as specified in its charter)

England and Wales	**98-1535773**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

110 East 59th Street
New York, New York 10022

(Address of principal executive offices and Zip Code)

(212) 883-0200

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A ordinary shares, par value $0.0001	RPRX	The Nasdaq Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the voting and non-voting ordinary shares held by non-affiliates of the registrant as of June 30, 2022 June 30, 2023, the last business day of the registrant's most recently completed second fiscal quarter, was approximately $18.5 $13.7 billion based upon the closing price reported for such date on the Nasdaq Stock Market LLC. This determination of affiliate status is not necessarily a conclusive determination for any other purposes.

As of February 10, 2023 February 9, 2024, Royalty Pharma plc had 443,166,030 446,691,515 Class A ordinary shares outstanding and 164,057,651 150,743,276 Class B ordinary shares outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement for the 2023 2024 Annual General Meeting of Shareholders, or Proxy Statement, are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated. Such Proxy Statement will be filed with the U.S. Securities and Exchange Commission within 120 days after the end of the registrant's fiscal year ended December 31, 2022 December 31, 2023. Except with respect to information specifically incorporated by reference in this Annual Report on Form 10-K, the Proxy Statement shall not be deemed to be filed as part hereof.

ROYALTY PHARMA PLC

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Special Note Regarding Forward-Looking Statements

This Annual Report on Form 10-K contains statements reflecting our views about our future performance that constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. In some cases, you can identify these statements by forward-looking words such as "may," "might," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "target," "forecast," "guidance," "goal," "predicts," "project," "potential" or "continue," the negative of these terms and other comparable terminology. These forward-looking statements are not historical facts, but rather are based on current expectations, estimates and projections about us, our current and prospective assets, our industry, our beliefs and our assumptions. These statements are not guarantees of future performance and are subject to risks, uncertainties and other factors, some of which are beyond our control and difficult to predict and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements. There are important factors that could cause our actual results, level of activity, performance or achievements to differ materially from the results, level of activity, performance or

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achievements expressed or implied by the forward-looking statements. You should evaluate all forward-looking statements made in this Annual Report on Form 10-K in the context of the numerous risks outlined in Part I under Item 1A. under “Risk Factors” in this Annual Report on Form 10-K.

These risks and uncertainties include factors related to, among other topics:

- sales risks of biopharmaceutical products on which we receive royalties;
- the ability of RP Management, LLC (the “Manager”) to locate suitable assets for us to acquire;
- uncertainties related to the acquisition of interests in development-stage biopharmaceutical product candidates and our strategy to add development-stage product candidates to our product portfolio;
- the assumptions underlying our business model;
- our ability to successfully execute our royalty acquisition strategy;
- our ability to leverage our competitive strengths;
- actual and potential conflicts of interest with the Manager and its affiliates;
- the ability of the Manager or its affiliates to attract and retain highly talented professionals;
- the effect of changes to tax legislation and our tax position; and
- the risks, uncertainties and other factors we identify elsewhere in this Annual Report on Form 10-K and in our other filings with the U.S. Securities and Exchange Commission (“SEC”).

Although we believe the expectations reflected in the forward-looking statements are reasonable, any of those expectations could prove to be inaccurate, and as a result, the forward-looking statements based on those expectations also could be inaccurate. In light of these and other uncertainties, the inclusion of a projection or forward-looking statement in this Annual Report on Form 10-K should not be regarded as a representation by us that our plans and business objectives will be achieved. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of any of these forward-looking statements. We are under no duty to update any of these forward-looking statements after the date of this Annual Report on Form 10-K to conform our prior statements to actual results or revised expectations.

PART I

Item 1. BUSINESS

Overview

We are the largest buyer of biopharmaceutical royalties and a leading funder of innovation across the biopharmaceutical industry. Since our founding in 1996, we have been pioneers in the royalty market, collaborating with innovators from academic institutions, research hospitals and not-for-profits through small and mid-cap biotechnology companies to leading global pharmaceutical companies. We have assembled a portfolio of royalties which entitles us to payments based directly on the top-line sales of many of the industry’s leading therapies, which includes royalties on more than 35 commercial products, including Vertex’s Trikafta, Kalydeco, Orkambi GSK’s Trelegy, Roche’s Evrysdi, Johnson & Johnson’s Tremfya, Biogen’s Tysabri and Symdeko, Biogen’s Tysabri, Spinraza, AbbVie and Johnson & Johnson’s Imbruvica, Astellas and Pfizer’s Xtandi, GSK’s Trelegy, Novartis’ Promacta, Pfizer’s Nurtec ODT Johnson & Johnson’s Tremfya, Roche’s Evrysdi, and Gilead’s Trodelvy, among others, and 12 14 development-stage product candidates. We fund innovation in the biopharmaceutical industry both directly and indirectly - directly when we partner with companies to co-fund late-stage clinical trials and new product launches in exchange for future royalties, and indirectly when we acquire existing royalties from the original innovators.

Our industry leading royalty portfolio and capital-efficient business model drives our compounding growth. We have a focused strategy of actively identifying and tracking the development and commercialization of important new therapies, which allows us to move quickly to make acquisitions when opportunities arise. With a deep and experienced team of investment professionals, an exhaustive due diligence process and a focus on high-quality therapies that address significant unmet patient need, we sustain attractive returns above our cost of capital, which in turn propels our compounding growth.

Our unique business model enables us to benefit from many of the most attractive characteristics of the biopharmaceutical industry, including long product life cycles, significant barriers to entry and noncyclical revenues, but with substantially reduced exposure to many common industry challenges such as early-stage development risk, therapeutic area constraints, high research and development (“R&D”) costs, and high fixed manufacturing and marketing costs. We have a highly flexible approach that is agnostic to both therapeutic area and treatment modality, allowing us to acquire royalties on the most attractive therapies across the biopharmaceutical industry.

The success of Additionally, our business has been the result of a focused strategy of actively identifying and tracking the development and commercialization of key new therapies, allowing us to move quickly to make acquisitions when opportunities arise. We acquire focus on acquiring royalties on approved products, often in the early stages of their commercial launches, and on development-stage product candidates with strong proof of concept data, mitigating mitigates development risk and expanding expands our opportunity set. From 2012, when we began acquiring royalties on development-stage product candidates, through January 31, 2023, we have entered into transactions to acquire biopharmaceutical royalties, milestones and related assets with an aggregated transaction value of $24 billion, representing approximately 60% of all royalty transactions by value announced during this period.

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In 2022, 2023, we generated net cash from operating activities $3.0 billion of $2.1 billion, Adjusted Cash Portfolio Receipts (as defined in "Non-GAAP below) and announced transactions with a total potential value of $4.0 billion. Portfolio Receipts is a key performance metric that represents our ability to generate cash from our portfolio investments, the primary source of capital that we can deploy to make new portfolio investments. Portfolio Receipts is defined as the sum of royalty receipts and milestones and other contractual receipts. Please refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Results") Condition and Results of $2.8 billion, Adjusted EBITDA (as defined in "Non-GAAP Financial Results") of $2.6 billion and Adjusted Cash Flow (as defined in "Non-GAAP Financial Results") of $2.2 billion. Operations—Portfolio Overview" for additional discussion regarding Portfolio Receipts. We deployed $2.5 $2.2 billion of cash in 2022 to acquire royalties, milestones and related assets. other contractual receipts ("Capital Deployment") in 2023, which also includes payments made during the year for transactions from prior years. Capital Deployment represents the total outflows that will drive future Portfolio Receipts.

Portfolio Overview *Porfolio Receipts v6.jpg*

Our portfolio consists of royalties on more than 35 commercial products and 12 development-stage product candidates. We believe that end market sales of the therapies in our portfolio are important drivers of our financial performance as a substantial portion of our royalties are based on end market sales. In addition, end market sales are a strong indicator of the importance of the therapies to both patients and the marketers. The following table provides an overview of our current portfolio of royalties:

Royalties	Marketer(s)	Product Detail	2022 Royalty Receipts (in millions)	2022 End Market Sales (in millions) (1)
Approved Products				
Cystic fibrosis franchise (2)	Vertex	Cystic fibrosis	$811	$8,931
Nurtec ODT/Biohaven payment (3)	Pfizer	Migraine	560	764
Tysabri	Biogen	Relapsing forms of multiple sclerosis	370	2,028
Imbruvica	AbbVie, Johnson & Johnson	Hematological malignancies and chronic graft versus host disease	313	5,820
Xtandi	Pfizer, Astellas	Prostate cancer	187	4,817
Promacta	Novartis	Chronic immune thrombocytopenic purpura and aplastic anemia	182	2,088
Tremfya	Johnson & Johnson	Plaque psoriasis and psoriatic arthritis	97	2,668
Trelegy	GSK	Chronic obstructive pulmonary disease and asthma	90	2,142
Januvia, Janumet, Other DPP-IVs	Merck & Co., others	Diabetes	73	4,512
Cabometyx/Cometriq	Exelixis, Ipsen, Takeda	Kidney, liver and thyroid cancers	55	1,940
Farxiga/Onglyza	AstraZeneca	Diabetes	44	4,638
Evrysdi	Roche	Spinal muscular atrophy	41	1,173
Prevymis	Merck & Co.	Prophylaxis of CMV in adult recipients of stem cell transplant	37	428
Trodelvy	Gilead	Breast cancer	25	680
Orladeyo	BioCryst	Hereditary angioedema prophylaxis	22	252
Erleada	Johnson & Johnson	Prostate cancer	21	1,881
Crysvita	Ultragenyx, Kyowa Kirin	X-linked hypophoshatemia	20	220
Emgality	Lilly	Migraine prevention & episodic cluster headache	19	651
Oxlumo	Alnylam	Primary hyperoxaluria type 1	3	67
Spinraza (4)	Biogen	Spinal muscular atrophy	—	1,762
Airsupra (5)	AstraZeneca	Asthma	—	—
Other products (6)			263	—
Total royalty receipts			**$3,231**	
Development-Stage Product Candidates				
Aficamten	Cytokinetics	Obstructive hypertrophic cardiomyopathy (Phase 3)	—	—
Ampreloxetine	Theravance	Symptomatic nOH with multiple system atrophy (Phase 3)	—	—
BCX10013	BioCryst	Once-daily Factor D Inhibitor (Phase 1)	—	—
MK-8189	Merck	Schizophrenia (Phase 2b)	—	—
Olpasiran	Amgen	Cardiovascular disease (Phase 3)	—	—
Omecamtiv mecarbil (7)	Cytokinetics	Heart failure (under FDA review)	—	—
Pelabresib	MorphoSys	Myelofibrosis (Phase 3)	—	—
Pelacarsen (4)	Novartis	Cardiovascular disease (Phase 3)	—	—
Seltorexant	Johnson & Johnson	MDD with insomnia symptoms (Phase 3)	—	—
Trontinemab (8)	Roche	Alzheimer's disease (Phase 2a)	—	—
Tulmimetostat (9)	MorphoSys	Hematological malignancies and solid tumors (Phase 2)	—	—

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Zavegepant	Pfizer	Acute migraine (under FDA review) and prevention (Phase 3)	—	—

CMV *Percentage change is cytomegalovirus, nOH is neurogenic orthostatic hypotension and MDD is major depressive disorder.
Amounts shown in the table may not add due to rounding.

Notes: meaningful.

(1) Represents end market sales for 2022 as reported by respective product marketers or, where marketers have not reported end market sales by February 10, 2023, based on Visible Alpha projections as of February 7, 2023. Sales shown for Crysvita represent Europe, the Middle East The 2019 Portfolio Receipts and Africa only. For the majority of our royalties, royalty receipts lag product performance by one quarter and can generally be estimated by applying our publicly disclosed royalty rate to the preceding quarter's marketer-announced net revenues 2020 growth rates are calculated on a product-by-product basis. pro forma basis, which adjusts certain cash flow line items as if our Reorganization Transactions (as described in our final prospectus filed with the SEC on June 17, 2020) and our initial public offering had taken place on January 1, 2019. The most significant difference between the pro forma and reported figures is the non-controlling interest attributable to legacy investors that resulted from the Reorganization Transactions.

(2) The cystic fibrosis franchise includes the following approved products: Kalydeco, Orkambi, Symdeko/Symkevi and Trikafta/Kaftrio.

(3) Royalty receipts includes quarterly redemption include variable payments based on sales of $15.6 million related products, net of contractual payments to the Series A Biohaven Preferred Shares legacy non-controlling interests, that is attributed to Royalty Pharma. Milestones and other contractual receipts include sales-based or regulatory milestones payments and other fixed contractual receipts, net of contractual payments to the accelerated redemption payments of $479.5 million for all outstanding Series A and Series B Preferred Shares following Pfizer's acquisition of Biohaven in October 2022. The remaining amounts are related legacy non-controlling interests, that is attributed to royalty receipts from Nurtec ODT.

(4) Royalties were acquired in January 2023.

(5) Airsupra, formerly known as PT027, was approved by the U.S. Food and Drug Administration ("FDA") in January 2023.

(6) Other products primarily include royalties on the following products: Bosulif (a product co-developed by our joint venture investee, Avillion, for which receipts are presented as Distributions from equity method investees on the Statements of Cash Flows), Cimzia, Entyvio, Gavreto, HIV Franchise, IDHIFA, Letairis, Lexiscan, Mircera, Myozyme, Nesina, Soliqua, Tazverik and distributions from the Legacy SLP Interest.

(7) The financial royalty asset associated with omecamtiv mecarbil was written off in 2020 given the uncertainty around the future of omecamtiv mecarbil at the time.

(8) The financial royalty asset associated with gantenerumab was written off in 2022 as a result of Roche's statement that it would discontinue clinical trials of gantenerumab. Roche continues to test a different formulation of gantenerumab called trontinemab.

(9) Product formerly known as CPI-0209. Royalty Pharma.

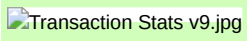
Biopharmaceutical Industry and the Role of Royalties

Our business is supported by significant growth and unprecedented innovation within the biopharmaceutical industry. Global prescription pharmaceutical sales are projected to grow from approximately $1.2 trillion $1.1 trillion in 2022 2023 to approximately $1.5 trillion in 2027, 2028, representing a CAGR compound annual growth rate of 6% 7% according to EvaluatePharma despite more than $140 billion $150 billion in cumulative sales being lost to expected patent expiries during the same period. The This growth of the biopharmaceutical industry is being driven by global secular trends, including population growth, increased life expectancy and growth of the middle classes in emerging markets. In addition, a dramatic an acceleration of medical research in recent years has led to a better understanding of the molecular origins of disease and identification of potential targets for therapeutic intervention. This intervention, which has accelerated increased R&D opportunities for investments in new drugs. therapies.

The pace of biopharmaceutical innovation coupled with the proliferation of new biotechnology companies and the increasing cost of drug development has created a significant capital need over recent years that we believe will provide a sustainable tailwind for our business. We estimate that over the next decade academia and other non-profit institutions will spend over $1 trillion in R&D, unprofitable biopharmaceutical companies will spend over $1 trillion in R&D and selling, general and administrative expenses, and profitable biopharmaceutical companies will spend over $2 trillion in R&D.

Royalties play a fundamental and growing role in the biopharmaceutical industry. As a result of the increasing cost and complexity of drug development, the creation of a new drug today typically involves a number of industry participants. participants and can lead to multiple royalties. Academia and other research institutions conduct basic research and license new technologies to industry for further development. Biotechnology companies typically in-license these new technologies, add value through applied research and early-stage clinical development, and then either out-license the resulting development-stage product candidates to large biopharmaceutical companies, for late-stage clinical development and commercialization, or commercialize the products themselves. As new drugs are transferred along this value chain, royalties are created as compensation for the licensing or selling institutions. Biotechnology companies are also increasingly creating royalties on existing products within their portfolios, known as synthetic royalties, in order to provide a source of non-dilutive capital to fund their businesses. As a result of this industry paradigm, the development of a single new drug can lead to the creation of multiple royalties. Given our leadership position within the biopharmaceutical royalty sector, royalties, we are able to capitalize on the growing volumes of royalties that are created as new therapies are developed to address unmet medical needs.

We estimate the market for biopharmaceutical royalties reached $7.4 billion in transaction value in 2023, a greater than three-fold increase compared to 2012. We have executed transactions with an aggregate announced value of $26.4 billion from 2012 through 2023, which represents an estimated market share of approximately 58% of all royalty transactions during this period. This compares to our nearest competitor, which we believe has executed $3.7 billion of transactions, and represents an estimated market share of 8%. Given the scale of our business relative to our competitors, we have a particularly strong market share of large transactions within the growing biopharmaceutical royalty market. Since 2012, there have been 15 royalty transactions with an aggregate value of more than $500 million each. We have executed 12 of these 15 transactions, for a total transaction value of approximately $17.0 billion of cash and an estimated market share of 85%.



Our Business Model

We believe that the following elements of our business and product portfolio provide a unique and compelling proposition to investors seeking exposure to the biopharmaceutical sector.

Our portfolio provides direct exposure to a broad array of blockbuster therapies. As of January 31, 2023, our portfolio included royalties on 15 therapies that each generated end-market sales of more than $1 billion in 2022, including five therapies that each generated end-market sales of more than $3 billion. The therapies within our royalty

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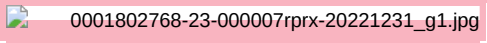
portfolio are marketed by leading global biopharmaceutical companies for whom these products are important sources of revenue. Given the marketers' significant focus on and investment in these products, they are motivated to invest substantial resources in driving continued sales growth.

Our portfolio is highly diversified across products, therapeutic areas and marketers. As of January 31, 2023, our portfolio consists of royalties on more than 35 marketed biopharmaceutical therapies which address a wide range of therapeutic areas, including rare diseases, cancer, neurology, immunology, hematology and diabetes. In 2022, no individual therapy accounted for more than 21% of our royalty receipts, no therapeutic area accounted for more than 29% of our royalty receipts and no marketer represented more than 25% of our royalty receipts. The royalties in our portfolio entitle us to payments based directly on the top-line sales of the associated therapies, rather than the profits of these therapies. As such, the diversification of our profits directly reflects the diversification of our royalty receipts, rather than varying levels of product-level profitability, as would typically be expected within a biopharmaceutical company. The graphic below shows the diversification within our 2022 royalty receipts by product, therapeutic area and marketer.



Note: Royalty receipts for Nurtec ODT includes redemption payments that were accelerated related to Biohaven Preferred Shares following Pfizer's acquisition of Biohaven in 2022.

The key growth-driving royalties in our portfolio are protected by long patent lives. The estimated weighted average royalty duration of our portfolio is approximately 13 years based on projected cumulative cash royalty receipts. Our largest marketed royalty in 2022 was on Vertex's cystic fibrosis franchise, and existing patent applications covering Trikafta, the most significant product in that franchise, are expected to provide exclusivity through 2037. Our right to receive royalties is perpetual, but we expect that the 2037 patent expiration for Trikafta may result in potential sales declines based on potential generic entry. Several of our marketed royalties have unlimited durations and could provide cash flows for many years after key patents have expired.

Simple and efficient operating model generates substantial cash flow for reinvestment in new biopharmaceutical royalties. Our capital-efficient operating model requires limited operating expenses and no material capital investment in fixed assets or infrastructure in order to support the ongoing growth of our business. As a result, we generate high Adjusted Cash Flow relative to our Adjusted Cash Receipts. Our high cash flow conversion provides us with significant capital that we can deploy for new royalty acquisitions and also use to grow our dividend to shareholders. In 2022, we generated net cash from operating activities of $2.1 billion, Adjusted Cash Receipts of $2.8 billion, Adjusted EBITDA of $2.6 billion and Adjusted Cash Flow of $2.2 billion. We deployed $2.5 billion of cash in 2022 to acquire royalties, milestones and related assets.

Our business model captures many of the most attractive aspects of the biopharmaceutical industry, but with reduced exposure to many common industry challenges. The biopharmaceutical industry benefits from a number of highly many attractive characteristics, including long product life cycles, significant barriers to entry and non-cyclical revenues. We have a highly flexible approach that is agnostic to both therapeutic area and treatment modality, allowing us to acquire royalties on the most attractive therapies from across the biopharmaceutical industry. We focus on the acquisition of royalties on approved products or development-stage product candidates that have generated strong proof of concept data, avoiding the risks associated with early stage early-stage R&D. By acquiring royalties, we are able to realize payments based directly on the top-line sales of leading biopharmaceutical therapies, without the costs associated with fixed R&D, manufacturing and commercial infrastructure.

Our unique role in the biopharmaceutical ecosystem positions us to benefit from multiple compounding growth drivers. As a result of our significant scale and highly flexible business model, we believe that we are uniquely positioned to capitalize on multiple compounding growth drivers: an accelerating understanding of the molecular origins of disease, technological innovation leading to the creation of new treatment modalities, an increasing number of biopharmaceutical industry participants with significant capital needs, competitive industry dynamics which reward companies that can rapidly execute broad clinical development programs, increasing FDA drug approvals, which reached an all-time high in 2018 and the potential for multiple royalties to be created from each new drug that reaches the market.

We have the ability Our portfolio provides direct exposure to access innovation from across the biopharmaceutical ecosystem. a broad array of blockbuster therapies. Our approach is to first assess innovative science in areas As of significant unmet medical need and then evaluate how to acquire December 31, 2023, our portfolio included royalties on 15 therapies that we believe each generated end-market sales of more than $1 billion in 2023, including six therapies that each generated end-market sales of more than $3 billion. The therapies within our portfolio are attractive. We closely follow marketed by leading global biopharmaceutical companies for whom these products are important sources of revenue. Given the marketers' significant focus on and investment in these products, they are motivated to invest substantial resources in driving continued sales growth.

Our portfolio is highly diversified across products, therapeutic areas and marketers. As of December 31, 2023, our portfolio consists of royalties on more than 35 marketed biopharmaceutical therapies which address a broad wide range of therapeutic areas, including rare diseases, neuroscience, cancer, hematology, immunology, respiratory and treatment modalities and are therefore able diabetes. In 2023, no individual product accounted for more than 23% of our Portfolio Receipts. The royalties in our portfolio entitle us to move quickly when we identify compelling opportunities to acquire new royalties. payments based directly on the top-line sales of the associated therapies, rather than the profits of these therapies. As such, the diversification of our cash generation directly reflects the diversification of our royalties, rather than varying levels of product-level profitability, as would typically be expected within a biopharmaceutical company.

We The key growth-driving royalties in our portfolio are protected by long patent lives. The estimated weighted average duration of our portfolio is approximately 13 years based on projected cumulative cash royalty receipts. Our largest marketed royalty in 2023 was on Vertex's cystic fibrosis franchise. Existing patent applications covering Trikafta, the most significant product in that franchise, are expected to provide exclusivity through 2037. Several of our marketed royalties have deep access unlimited durations and could provide cash flows for many years after key patents have expired.

Our simple and efficient operating model generates substantial cash flow for reinvestment in new biopharmaceutical royalties. Our capital-efficient operating model requires limited operating expenses and no material capital investment in fixed assets or infrastructure in order to attractively priced investment grade debt that support the ongoing growth of our business. Our high cash flow conversion provides a us with significant cost of capital advantage. We believe that we have an attractive cost can redeploy for new royalty acquisitions and return to shareholders through dividends or share repurchases. In 2023, we generated Portfolio Receipts of capital that enables us $3.0 billion. We deployed $2.2 billion of cash in 2023 to acquire high-quality biopharmaceutical royalties, at competitive prices while still creating value milestones and other contractual receipts, paid

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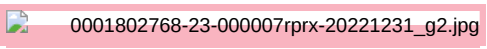
dividends of $358.3 million and repurchased shares for our shareholders. As of December 31, 2022, we had an aggregate principal amount of $7.3 billion of senior unsecured notes outstanding with a weighted average coupon of 2.24% and a weighted-average maturity of approximately 12 years. In addition, we have an undrawn $1.5 billion senior unsecured revolving credit facility. $304.8 million.

We have a talented, long-tenured team with extensive experience and deep industry relationships. Our team has significant experience identifying, evaluating and acquiring royalties on biopharmaceutical therapies. Together they have been responsible for approximately $30 $26.4 billion of acquisitions in announced transactions of biopharmaceutical royalties, milestones and related assets other contractual receipts since 1996 2012 through January 31, 2023. 2023. Our acquisitions have included many of the industry's leading therapies across the past three decades, such as Trikafta, Tremfya, Imbruvica Tecfidera, Xtandi, Truvada, Lyrica, Humira, Remicade, Rituxan and Neupogen. Xtandi. Our long history of collaboration has resulted in deep relationships with a broad range of participants across the biopharmaceutical industry.

We are the leader in acquiring biopharmaceutical royalties. We are the leader within the space, having executed transactions with an aggregate announced transaction value of more than $24 billion since 2012 through January 31, 2023. We estimate this to represent an estimated market share of approximately 60% of all royalty transactions by value announced during this period. This compares to our next nearest competitor, which we believe has executed $3 billion of transactions, which we estimate to represent market share of 8%. Given the scale of our business relative to our competitors, we have a particularly strong leadership position within large royalty transactions. Since 2012, there have been 13 royalty transactions with an aggregate value of more than $500 million each. We executed 11 of these 13 transactions, for a total aggregate transaction value of approximately $16 billion of cash and estimated market share of 86%, in this transaction size range. The charts below show our market share since 2012 across all transaction sizes and in royalty transactions with an aggregate value of more than $500 million.



Note: Includes transactions through January 31, 2023; excludes royalty debt transactions from market share calculations.

Our Strategy

We intend to grow our business by continuing to partner with constituents across the biopharmaceutical value chain to fund innovation. Our growth strategy is tailored to the needs of our partners through a variety of structures:

- ***Third-party Royalties –*** Existing royalties on approved or late-stage development therapies with high commercial potential. A royalty is the contractual right to a percentage of top-line sales from a licensee's use of a product, technology or intellectual property. The majority of our current portfolio consists of third-party royalties.

- ***Synthetic Royalties –*** Newly-created royalties on approved or late-stage development therapies with strong proof of concept and high commercial potential. A synthetic royalty is the contractual right to a percentage of top-line sales by the developer or marketer of a therapy in exchange for funding. A synthetic royalty may also include contingent milestone payments. We also fund ongoing R&D for biopharmaceutical companies in exchange for future royalties and milestones if the product or indication we are funding is approved.

- ***Launch and Development Capital –*** Tailored supplemental funding solutions, generally included as a component within a transaction, increasing the scale of our capital. Launch and development capital is generally provided in exchange for a long-term stream of fixed payments with a predetermined schedule around the launch of a drug. Launch and development capital may also include a direct investment in the public equity of a company.

- ***Mergers and Acquisitions ("M&A") Related –*** We acquire royalties in connection with M&A transactions, often from the buyers of biopharmaceutical companies when they dispose of the non-strategic assets of the target company following the closing of the acquisition. We also seek to partner with companies to acquire other biopharmaceutical companies that own significant royalties. We may also seek to acquire biopharmaceutical companies that have significant royalties or where we can create royalties in subsequent transactions.

Additionally, we may identify additional opportunities, platforms or technologies that leverage our capabilities such as our strategic alliance with MSCI Inc. ("MSCI") to develop thematic life sciences indexes.

capabilities.

From 2012 through 2022, 2023, we deployed $8.3 billion of cash to acquire royalties, milestones and related assets other contractual receipts on development-stage product candidates. As of January 31, 2023 December 31, 2023, products underlying $6.4 $6.3 billion of these acquisitions have already been approved, representing a success rate to date of 77% 76%, while products underlying $0.8 $0.9 billion were not approved and products underlying $1.1 billion are still in development.

Notes:

(1) Reflects cash deployed for royalty acquisitions from 2012 through 2022. 2023.

(2) Not approved includes investments in vosaroxin, palbociclib, Merck KGaA's anti-IL17 nanobody M1095, BCX9930, gantenerumab, otilimab and otilimab. omecamtiv mecarbil.

In recent years, we have increased the scope of our investments beyond royalties to include additional assets such as equity investments and the acquisition of businesses with significant royalty assets. Our broad scope increases our total addressable market and has allowed us to provide a broad range of solutions to our partners across the biopharmaceutical ecosystem.

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Our approach is to first assess innovative science in areas of significant unmet medical need and then evaluate how to acquire royalties on therapies that we believe are attractive. We have a strong base of institutional knowledge of important therapeutic areas and key industry trends. Our team of scientific experts actively monitors the evolving treatment landscape across many therapeutic areas and treatment modalities in order to identify new opportunities. We analyze a wide range of scientific data and stay in constant communication with leading physicians, scientists, biopharmaceutical executives and venture capital firms. This allows us to quickly assess and gain conviction in the value of assets when acquisition opportunities arise.

We take a disciplined approach in assessing opportunities and seek to acquire exposure to therapies based on the following our framework of key product characteristics: success factors:

- Strong scientific rationale;**Clinically validated:** therapies that have received regulatory approval or have strong clinical proof-of-concept data that gives us confidence in the clinical and commercial profile.
- Significant impact on patients and/or caregivers;**High unmet need:**therapies that address areas of significant unmet medical need that also represent large commercial opportunities.
- **Significant benefits to patients:** therapies that have potential to disrupt or significantly enhance the treatment paradigm Conviction in probability of clinical and regulatory success for patients and physicians based on compelling clinical data. pre-approval programs;
- **Unique competitive positioning:** therapies that are well-positioned to be leaders in their respective categories Mission and are expected to maintain a competitive advantage in the long-term. execution-oriented management team;
- **Growth potential:** therapies where we see strong long-term potential, based on our in-depth evaluation Strong marketer and in-house expertise. global commercial opportunity;
- **Strong marketer:** therapies marketed by biopharmaceutical companies that have the resources, capabilities and commitment to successfully develop them and maximize their Clear commercial potential. positioning;
- Potential for multiple indications or label expansion;**Intellectual Property:** therapies that have strong patent portfolios and offer durable, long-term cash flows.
- First-in-class or best-in-class;
- Attractive Long duration of patent protection or exclusivity; and
- Compelling value proposition: therapies that we believe provide value-add to the healthcare system. proposition for government and commercial payors.

Our focus is to create significant long-term value for our shareholders by acquiring both approved and development-stage product candidates through a variety of structures. In evaluating these acquisition opportunities, we focus on the following financial characteristics:

- **Attractive risk-adjusted returns:** we focus on generating attractive returns on our investments on a risk-adjusted basis. We evaluate opportunities across the risk spectrum and do not target the same return for all assets.
- **Long duration cash flows:** we prioritize long-duration assets over short-duration assets that may boost near-term financial performance. The durability of our cash flows also allows us to add leverage to our portfolio, enhancing returns and providing capital that we can use to acquire additional assets.
- **Attractive risk-adjusted returns:** we focus on generating attractive returns on our investments on a risk-adjusted basis. We evaluate opportunities across the risk spectrum and do not target the same return for all assets.
- **Growth and scale:** we seek assets that are accretive to our long-term growth profile and additive to our overall scale.

We conduct extensive due diligence when evaluating potential new opportunities. We have end-to-end capabilities that span clinical and commercial analysis, valuation and transaction structuring. We have a highly focused and experienced team that conducts proprietary primary market research, forms its own views on the clinical and commercial outlook for the product, and builds its own financial models, allowing us to generate direct insights and allowing us to take significant accountability and ownership for our investments. We invest significant time and resources across all levels of the organization, including senior leadership, in the evaluation of potential opportunities.

Our Portfolio

Commercial Our portfolio consists of royalties on more than 35 commercial products and 14 development-stage product candidates.

Approved Products

Portfolio Overview

The key following table provides an overview of our current portfolio of royalties in our marketed portfolio related to on approved products, include the ones listed below. Descriptions of estimated royalty expiration dates are based on our estimates of patent expiry dates (which may include estimated patent term extensions) or estimates of the dates

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on which the royalties otherwise expire and are based on each product's key geographies; duration may differ in other geographies. Royalty expiration dates can change due to patent, regulatory, commercial or other developments. In addition, the royalties in our portfolio are subject to the underlying contractual agreements from which they arise and may be subject to reductions or other adjustments in accordance with the terms of such agreements.

Cystic fibrosis franchise

Our cystic fibrosis franchise consists of our right to receive royalty payments on the sale of various products marketed by Vertex for use in the treatment of cystic fibrosis, including Kalydeco (ivacaftor), Orkambi (lumacaftor and ivacaftor), Symdeko/Symkevi (tezacaftor and ivacaftor) and Trikafta/Kaftrio (elexacaftor, tezacaftor and ivacaftor). Vertex's cystic fibrosis franchise represents the leading treatments for cystic fibrosis, providing treatment options for approximately 90% of cystic fibrosis patients.

We added the cystic fibrosis franchise to our portfolio in November 2014 and purchased an additional residual royalty interest in November 2020. Our right to receive royalties is perpetual, but we expect that the 2037 patent expiration for Trikafta may result in potential sales declines based on potential generic entry. Total global end market sales for the cystic fibrosis franchise during 2022 were approximately $8.9 billion and we collected $811 million in related royalty receipts over the same period. Global end market sales of the cystic fibrosis franchise are projected to grow to approximately $10.5 billion therapies in 2027, according to Visible Alpha. our portfolio:

Tysabri

Tysabri (natalizumab) is a monoclonal antibody marketed by Biogen for the treatment of relapsing forms of multiple sclerosis (RMS), including clinically isolated syndrome, relapsing-remitting disease and active secondary progressive disease. Tysabri competes

Products	Marketer(s)	Therapeutic Area	Product Detail	2023 Portfolio Receipts (in millions)	2023 End Market Sales (in millions)(1)
Cystic fibrosis franchise(2)	Vertex	Rare disease	Cystic fibrosis	$771	$9,869
Tysabri	Biogen	Neuroscience	Relapsing forms of multiple sclerosis	279	1,877
Imbruvica	AbbVie, Johnson & Johnson	Cancer	Hematological malignancies and chronic graft versus host disease	210	4,879
Trelegy	GSK	Respiratory	Chronic obstructive pulmonary disease and asthma	203	2,739
Promacta	Novartis	Hematology	Chronic immune thrombocytopenic purpura and aplastic anemia	161	2,269
Xtandi	Pfizer, Astellas	Cancer	Prostate cancer	146	5,037
Tremfya	Johnson & Johnson	Immunology	Plaque psoriasis and psoriatic arthritis	116	3,147
Evrysdi	Roche	Rare disease	Spinal muscular atrophy	66	1,580
Cabometyx/Cometriq	Exelixis, Ipsen, Takeda	Cancer	Kidney, liver and thyroid cancers	66	2,266
Spinraza	Biogen	Rare disease	Spinal muscular atrophy	45	1,741
Trodelvy	Gilead	Cancer	Breast cancer	33	1,063
Orladeyo	BioCryst	Rare disease	Hereditary angioedema prophylaxis	29	325
Erleada	Johnson & Johnson	Cancer	Prostate cancer	27	2,387
Nurtec ODT/Zavzpret	Pfizer	Neuroscience	Migraine	18	928(3)
Other products(4)				277	—
Royalty receipts				$2,449	
Milestones and other contractual receipts(5)				599	—
Portfolio Receipts				**$3,049**	

Amounts shown in the high efficacy segment of the multiple sclerosis market, often reserved for patients with aggressive disease at onset and patients who have failed front-line therapies. table may not add due to rounding.

Notes:

We added Tysabri to our portfolio in February 2017. Our right to receive royalties is perpetual. Total global(1) Represents end market sales for Tysabri during 2022 are estimated to be approximately $2.0 billion and we collected $370 million in related 2023 as reported by respective product marketers. For the majority of our royalties, royalty receipts over lag product performance by one quarter and can generally be estimated by applying our publicly disclosed royalty rate to the same period. Global end market sales of Tysabri are projected to be approximately $1.4 billion in 2027, according to Visible Alpha.

Imbruvica

Imbruvica (ibrutinib) is preceding quarter's marketer-announced net revenues on a first-in-class small molecule Bruton's tyrosine kinase inhibitor that is the leading therapy in chronic lymphocytic leukemia, relapsed/refractory mantle cell lymphoma and other blood cancers. Imbruvica is marketed by AbbVie and Janssen, a subsidiary of Johnson & Johnson. A robust clinical program supports Imbruvica's use across a wide range of patient populations and cancer types, including 12 FDA approvals in seven distinct indications.

We added Imbruvica to our portfolio in July 2013. We estimate that our royalties will substantially end between 2027 and 2032. Total global end market sales for Imbruvica during 2022 were approximately $5.8 billion and we collected $313 million in related royalty receipts over the same period. Global end market sales of Imbruvica are projected to be approximately $3.5 billion in 2027, according to Visible Alpha.

Xtandi

Xtandi (enzalutamide) is an oral, small molecule androgen receptor inhibitor marketed by Pfizer and Astellas for the treatment of non-metastatic and metastatic castration-resistant prostate cancer as well as metastatic castration sensitive prostate cancer.

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We added Xtandi to our portfolio in March 2016. We estimate that our royalties will substantially end between 2027 and 2028. Total global end market sales for Xtandi during 2022 were approximately $4.8 billion and we collected $187 million in related royalty receipts over the same period. Global end market sales of Xtandi are projected to grow to approximately $5.2 billion in 2027, according to Visible Alpha.

Promacta

Promacta (eltrombopag) is an oral, small molecule activator of the thrombopoietin receptor used to increase the number of platelets in the blood, marketed by Novartis for the treatment of chronic immune thrombocytopenia and aplastic anemia.

We added Promacta to our portfolio in March 2019. We estimate that our royalties will substantially end between 2025 and 2028. Total global end market sales for Promacta during 2022 were approximately $2.1 billion and we collected $182 million in related royalty receipts over the same period. Global end market sales of Promacta are projected to be approximately $525 million in 2027, according to Visible Alpha.

Tremfya

Tremfya (guselkumab) is an anti-interleukin 23 marketed by Johnson & Johnson for the treatment of adults living with moderate to severe plaque psoriasis, and for adults with active psoriatic arthritis. Tremfya is also in clinical development for ulcerative colitis and Crohn's disease.

We added Tremfya to our portfolio in July 2021. We estimate that our royalties will substantially end between 2031 and 2032. Total global end market sales for Tremfya during 2022 were approximately $2.7 billion and we collected $97 million in related royalty receipts over the same period. Global end market sales of Tremfya are projected to grow to approximately $6.0 billion in 2027, according to Visible Alpha.

Nurtec ODT/Biohaven payment

product-by-product basis.

Nurtec ODT (rimegepant) is an oral, small molecule calcitonin gene-related peptide receptor antagonist marketed by (2) Pfizer for The cystic fibrosis franchise includes the acute treatment following approved products: Kalydeco, Orkambi, Symdeko/Symkevi and prevention of migraine. Trikafta/Kaftrio.

We added Nurtec ODT to our portfolio in June 2018 and purchased an additional interest in Nurtec ODT as part of our expanded funding agreement with Biohaven in August 2020. We estimate that our royalties will substantially end between 2034 and 2036. Total global(3) Reflects 2023 end market sales for Nurtec ODT during 2022 ODT. Zavzpret sales are estimated not disclosed by Pfizer.

(4) Other products primarily include royalties on the following products: Cimzia, Crysvita, Emgality, Entyvio, Farxiga/Onglyza, IDHIFA, Letairis, Lexiscan, Mircera, Nesina, Prevymis, Soliqua and distributions from the Legacy SLP Interest, which are presented as *Distributions from equity method investees* on the Statement of Cash Flows.

(5) Milestones and other contractual receipts include receipts related to be approximately $764 million and we collected $18 million in royalty receipts Bosulif (a product co-developed by our joint venture investee, Avillion), which are presented as *Distributions from equity method investees* on Nurtec ODT over the same period. Additionally, Statements of Cash Flows. Amount also includes a $475.0 million milestone payment that we received $542 million from following the redemption U.S. Food and Drug Administration ("FDA") approval of all outstanding Series A and Series B Biohaven Preferred Shares in 2022. The Series A and Series B Biohaven Preferred Shares were fully redeemed following Pfizer's acquisition of Biohaven in October 2022. We will only receive royalties from underlying product sales beginning in 2023. Global end market sales of Nurtec ODT are projected to grow to approximately $2.7 billion in 2027, according to Visible Alpha.

Trelegy

Trelegy is a combination of an inhaled corticosteroid and two bronchodilators in a single delivery device administered once-daily for the maintenance treatment of chronic obstructive pulmonary disease and the maintenance treatment of asthma in patients aged 18 years and older. Trelegy is marketed by GSK.

We added Trelegy to our portfolio in July 2022. We estimate that our royalties will substantially end between 2029 and 2030. Total global end market sales for Trelegy during 2022 were approximately$2.1 billion. Subsequent to adding Trelegy to our portfolio in July 2022, we collected $90 million in related royalty receipts. Global end market sales of Trelegy are projected to grow to approximately $3.5 billion in 2027, according to Visible Alpha.

Cabometyx/Cometriq

Cabometyx (cabozantinib) is a multi-tyrosine kinase inhibitor approved for the treatment of patients with advanced renal cell carcinoma (RCC) both as monotherapy and in combination with Bristol Myers Squibb's Opdivo (nivolumab) as a first line treatment. Cabometyx is also approved for hepatocellular carcinoma in patients previously treated with sorafenib. Cometriq is approved for progressive, metastatic medullary thyroid cancer. Cabometyx and Cometriq are marketed by Exelixis in the United States and by Ipsen in regions outside the United States and Japan. Cabometyx is marketed in Japan by Takeda.

We added Cabometyx/Cometriq to our portfolio Zavzpret in March 2021. We estimate that 2023, a $50.0 million payment from Pfizer related to the oral formulation of zavegepant, a $33.0 million commercial milestone payment related to Soliqua and a $28.7 million payment from our royalties will substantially end between 2026 and 2029. Total global end market sales for Cabometyx/Cometriq during 2022 were approximately $1.9 billion and we collected $55 million in related royalty receipts over the same period. Global end market sales of Cabometyx/Cometriq are projected to grow to approximately $2.8 billion in 2027, according to Visible Alpha.

Farxiga/Onglyza

Farxiga (dapagliflozin) is a first-in-class selective inhibitor of human sodium-glucose co-transporter 2 indicated as both monotherapy and as part of combination therapy with Onglyza, a dipeptidyl peptidase-4 inhibitor, to improve glycemic control as an adjunct to diet and exercise in adults with type 2 diabetes. Farxiga received FDA approval in May 2020

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for the treatment of patients with heart failure with reduced ejection fraction in both patients with and without type 2 diabetes. Farxiga and Onglyza are both marketed by AstraZeneca.

We added Farxiga/Onglyza to our portfolio in November 2017. We estimate that our royalties will substantially end in 2025. Total global end market sales for Farxiga/Onglyza during 2022 were approximately $4.6 billion and we collected $44 million in related royalty receipts over the same period. Global end market sales of Farxiga/Onglyza are projected to be approximately $4.4 billion in 2027, according to Visible Alpha.

Evrysdi

Evrysdi (risdiplam) is a survival motor neuron 2 splicing modifier marketed by Roche, and is the first oral treatment approved for infants, children and adults with all types of spinal muscular atrophy.

We added Evrysdi to our portfolio in July 2020. Key patents on Evrysdi in the United States expire in 2035, but our royalty will cease when aggregate royalties paid to us equal $1.3 billion. Total global end market sales for Evrysdi during 2022 were approximately $1.2 billion and we collected $41 million in related royalty receipts over the same period. Global end market sales of Evrysdi are projected to grow to approximately $2.8 billion in 2027, according to Visible Alpha.

Prevymis

Prevymis (letermovir) is a first-in-class prophylactic marketed by Merck & Co. for the prophylaxis of cytomegalovirus infection and disease in adults who have received an allogeneic hematopoietic stem cell transplant.

We added Prevymis to our portfolio in June 2020. We estimate that our royalties will substantially end in 2029. Total global end market sales for Prevymis during 2022 were approximately $428 million and we collected $37 million in related royalty receipts over the same period. Global end market sales of Prevymis are projected to grow to approximately $525 million in 2027, according to Visible Alpha.

Trodelvy

Trodelvy (sacituzumab govitecan-hziy) is an antibody-drug conjugate for the treatment of adult patients with metastatic triple-negative breast cancer and pre-treated hormone receptor (HR)-positive, human epidermal growth factor receptor 2 (HER2)-negative metastatic breast cancer. Trodelvy was initially developed by Immunomedics and is now marketed by Gilead following the acquisition of Immunomedics in 2020. Gilead is exploring monotherapy and combinations of Trodelvy across numerous cancer indications and lines of therapy.

We added Trodelvy to our portfolio in January 2018. Our right to receive royalties is perpetual. Total global end market sales for Trodelvy during 2022 were approximately $680 million and we collected $25 million in related royalty receipts over the same period. Global end market sales of Trodelvy are projected to grow to approximately $2.6 billion in 2027, according to Visible Alpha.

Orladeyo

Orladeyo (berotralstat) is a first-in-class oral inhibitor of plasma kallikrein marketed by BioCryst for the prevention of hereditary angioedema attacks.

We added Orladeyo to our portfolio in December 2020 and purchased an additional interest as part of our expanded funding agreement with BioCryst in November 2021. Our right to receive royalties is perpetual, but we expect that the 2036-2039 patent expirations for Orladeyo may result in potential sales declines based on potential generic entry. Total global end market sales for Orladeyo during 2022 are estimated to be approximately $252 million and we collected $22 million in related royalty receipts over the same period. Global end market sales of Orladeyo are projected to grow to approximately $725 million in 2027, according to Visible Alpha.

Erleada

Erleada (apalutamide) is an oral, small molecule androgen receptor inhibitor indicated for the treatment of patients with non-metastatic castration-resistant prostate cancer and for the treatment of patients with metastatic castration sensitive prostate cancer. It is marketed by Johnson & Johnson.

We added Erleada to our portfolio in February 2019. We estimate that our royalties will substantially end in 2032. Total global end market sales for Erleada during 2022 were approximately $1.9 billion and we collected $21 million in related royalty receipts over the same period. Global end market sales of Erleada are projected to grow to approximately $4.3 billion in 2027, according to Visible Alpha.

Crysvita

Crysvita (burosumab) is a monoclonal antibody that is approved in the European Union for the treatment of fibroblast growth factor-23 related hypophosphataemia in tumor-induced osteomalacia associated with phosphaturic mesenchymal tumors that cannot be curatively resected or localised in children and adolescents aged 1 to 17 years and in adults. Crysvita is also approved in the European Union for X-linked in children and adolescents aged 1 to 17 years with radiographic evidence of bone disease, and in adults. Crysvita is marketed by Kyowa Kirin and Ultragenyx.

We added a royalty on Crysvita sales in Europe to our portfolio in December 2019. Our royalties expire when we receive aggregate royalties equal to $608 million if that happens prior to December 31, 2030, and otherwise when we receive aggregate royalties of $800 million. We estimate that our royalties will substantially end between 2033 and 2038. Total end market sales for Crysvita during 2022 are estimated to be approximately $220 million and we collected approximately $20 million in related royalty receipts over the same period. End market sales of Crysvita are projected to grow to approximately $575 million in 2027, according to Visible Alpha.

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Emgality

Emgality (galcanezumab-gnlm) is a monoclonal antibody calcitonin gene-related peptide receptor antagonist indicated for the preventive treatment of migraine and for the treatment of episodic cluster headache marketed by Lilly.

We added Emgality to our portfolio in March 2019. We estimate that our royalties will substantially end in 2033. Total global end market sales for Emgality during 2022 were approximately $651 million and we collected $19 million in related royalty receipts over the same period. Global end market sales of Emgality are projected to grow to approximately $1.0 billion in 2027, according to Visible Alpha.

Oxlumo

Oxlumo (lumasiran) is a small interfering ribonucleic acid therapeutic targeting hydroxyacid oxidase 1 for the treatment of primary hyperoxaluria type 1 marketed by Alnylam. Oxlumo was approved by the FDA in November 2020.

We added Oxlumo to our portfolio in April 2021. We estimate that our royalties will substantially end between 2034 and 2035. Total global end market sales for Oxlumo during 2022 are estimated to be approximately $67 million and we collected $3 million in related royalty receipts over the same period. Global end market sales of Oxlumo are projected to grow to approximately $325 million in 2027, according to Visible Alpha.

Spinraza

Spinraza is for the treatment for spinal muscular atrophy marketed by Biogen. We added Spinraza to our portfolio in January 2023. We estimate that our royalties will substantially end between 2030 and 2035. Total global end market sales for Spinraza during 2022 are estimated to be approximately $1.8 billion. Global end market sales of Spinraza are projected to be approximately $1.4 billion in 2027, according to Visible Alpha.

Airsupra

Airsupra, formerly known as PT027, is a fixed dose combination of the inhaled corticosteroid, budesonide and albuterol, a short-acting beta-2 agonist for the treatment of asthma. Airsupra was approved by the FDA in January 2023.

We have an equity investment in the Avillion entities, one of which is a party to a co-development agreement with AstraZeneca to advance Airsupra through a global clinical development program for the treatment of asthma in exchange for royalties, a series of success-based milestones and other potential payments. We estimate that distributions from joint venture investee, Avillion II, for our pro rata portion of royalties will substantially end in 2030, but the $80 million fee paid by AstraZeneca is entitled to certain buyout rights which, if exercised, would result in earlier expiration. In January 2023, AstraZeneca notified Avillion II that it elected to pay a fee of $80 million to Avillion II to exercise an its option to commercialize Airsupra in the United States. We expect to receive our pro rata portion of the exercise fee of approximately $35 million, subject to any holdback for expenses, in 2023. Global end market sales of Airsupra are projected to grow to approximately $550 million in 2027, according to Visible Alpha.

Development-Stage Product Candidates

Our current portfolio includes 12 development-stage product candidates. These development-stage product candidates have not yet been approved, and therefore have not generated any royalties (and we have not collected any related royalty receipts) to date.

Aficamten

Aficamten is a small molecule cardiac myosin inhibitor in Phase 3 development by Cytokinetics for obstructive hypertrophic cardiomyopathy (oHCM). We added aficamten to our portfolio in January 2022. If approved, global end market sales of aficamten are projected to grow to approximately $1.5 billion in 2030, according to Visible Alpha.

Ampreloxetine

Ampreloxetine is an investigational once-daily norepinephrine reuptake inhibitor in Phase 3 development by Theravance for the treatment of symptomatic neurogenic orthostatic hypotension in patients with multiple system atrophy. We added ampreloxetine to our portfolio in July 2022. If approved, global end market sales of ampreloxetine are projected to grow to approximately $150 million in 2030, according to Visible Alpha.

BCX10013

BCX10013 is an oral, once-daily Factor D inhibitor for the treatment of complement-mediated diseases. We added BCX10013 to our portfolio as part of our expanded funding agreement with BioCryst in November 2021. In December 2022, BioCryst decided to focus its complement inhibitor development efforts on BCX10013 after discontinuing the development of BCX9930. Visible Alpha does not currently have estimates available for global end market sales of BCX10013 in 2030.

MK-8189

MK-8189 is an oral PDE10A inhibitor in Phase 2B development by Merck for the treatment of schizophrenia. We added MK-8189 to our portfolio in October 2022. If approved, global end market sales of MK-8189 are projected to grow to approximately $150 million in 2030, according to Visible Alpha.

Olpasiran

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Olpasiran is a small interfering RNA (siRNA) in Phase 3 development by Amgen designed to lower levels of lipoprotein(a), a genetically-determined independent risk factor for cardiovascular disease. We added olpasiran to our portfolio in November 2022. If approved, global end market sales of olpasiran are projected to grow to approximately $875 million in 2030, according to Visible Alpha.

Omecamtiv mecarbil

Omecamtiv mecarbil is an oral, small molecule cardiac myosin activator developed by Cytokinetics and under FDA regulatory reviewfor the treatment of heart failure with reduced ejection fraction.

We added omecamtivmecarbil to our portfolio in 2017. In November 2020, results from the Phase 3 GALACTIC-HF trial of omecamtiv mecarbil in patients with heart failure were presented at the American Hearth Association Scientific Sessions which showed that the trial met the primary composite endpoint of reduction in cardiovascular death or heart failure events, but did not meet the secondary endpoint of reduction in cardiovascular death. Cytokinetics subsequently regained global rights to develop and commercialize omecamtiv mecarbil when Amgen and Servier elected to terminate their collaboration agreement. Following the Phase 3 results and termination of the collaboration announced in 2020, given the uncertainty around the future of omecamtiv mecarbil at the time, we recognized an impairment charge of $65 million related to the write-off of the associated financial royalty asset of $90 million and its associated provision of $25 million in 2020. If approved, global end market sales of omecamtiv mecarbil are projected to grow to approximately $300 million in 2030, according to Visible Alpha.

Pelabresib

Pelabresib is a bromodomain and extra-terminal inhibitor in Phase 3 development by MorphoSys for myelofibrosis. We added pelabresib to our portfolio in July 2021. If approved, global end market sales of pelabresib are projected to grow to approximately $375 million in 2030, according to Visible Alpha.

Pelacarsen

Pelacarsen is in Phase 3 development by Novartis for the treatment specifically targeting elevated lipoprotein(a), and independent, inherited and causal risk factor for cardiovascular disease. We added pelacarsen to our portfolio in January 2023. If approved, global end market sales of pelacarsen are projected to grow to approximately $825 million in 2030, according to Visible Alpha.

Seltorexant

Seltorexant is a selective orexin 2 receptor antagonist in Phase 3 development for the treatment of major depressive disorder with insomnia symptoms by Johnson & Johnson. We added seltorexant to our portfolio in January 2021. If approved, global end market sales of seltorexant are projected to grow to approximately $225 million in 2030, according to Visible Alpha.

Trontinemab

Trontinemab is a fully human monoclonal antibody that targets and binds to aggregated forms of beta-amyloid and activates immune cells in the brain to clear amyloid plaque and prevent further accumulation. Trontinemab is in Phase 2a development and uses Roche's brain shuttle technology, which is designed to transfer the drug across the blood brain barrier and increase the antibody concentration in the brain. We added trontinemab to our portfolio in July 2021. Visible Alpha does not currently have estimates available for global end market sales of trontinemab in 2030.

Tulmimetostat

Tulmimetostat, formerly known as CPI-0209, is a second-generation enhancer of zeste homolog 2 inhibitor, in Phase 2 development by MorphoSys for hematological malignancies and solid tumors. We added tulmimetostat to our portfolio in July 2021. If approved, global end market sales of tulmimetostat are projected to grow to approximately $25 million in 2030, according to Visible Alpha.

Zavegepant

Zavegepant is a small molecule calcitonin gene-related peptide receptor antagonist under FDA regulatory review for the acute treatment of migraine and in Phase 3 development for the prevention of migraine. If approved, zavegepant will be marketed by Pfizer following its acquisition of Biohaven in October 2022.

We added zavegepant to our portfolio in June 2018 and purchased an additional interest as part of our expanded funding agreement with Biohaven in August 2020. We estimate that our royalties will substantially end between 2034 and 2036. As a result of an additional transaction in 2020, we are also entitled to success-based milestone payments, the first of which would be paid upon initial FDA approval of zavegepant. If approved, global end market sales of zavegepant are projected to grow to approximately $850 million in 2030, according to Visible Alpha.

Royalty Portfolio Summary

The table below provides a summary of the acquisition year, estimated royalty expiration duration, royalty rates and the royalty rates ownership percentages attributable to Royalty Pharma, net of legacy non-controlling interests for selected approved products in our portfolio:

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Product	Therapeutic Area	Estimated Royalty Duration[1]	Royalty Rate[2]
Approved Products			
Cystic fibrosis franchise	Rare disease	2037[3]	For combination therapies, sales are allocated equally to each of the active pharmaceutical ingredients; tiered royalties ranging from single digit to subteen percentages on annual worldwide net sales of ivacaftor, lumacaftor and tezacaftor, and mid-single digit percentages on annual worldwide net sales of elexacaftor
Nurtec ODT	Neurology	2034-2036	2.1% royalty on annual combined worldwide net sales of Nurtec ODT and zavegepant up to $1.5 billion and 1.5% on annual combined worldwide net sales above $1.5 billion. 0.4% incremental royalty on all Nurtec ODT worldwide net sales
Tysabri	Neurology	Perpetual	Contingent payments of 18% on annual worldwide net sales up to $2.0 billion and 25% on annual worldwide net sales above $2.0 billion
Imbruvica	Cancer	2027-2032	Tiered royalties in the mid-single digits on annual worldwide net sales
Xtandi	Cancer	2027-2028	Royalty of slightly less than 4% on worldwide net sales
Promacta	Hematology	2025-2028	Tiered royalty ranging from 4.7% to 9.4% on annual worldwide net sales
Tremfya	Immunology	2031-2032	Mid-single digit, tiered royalty on annual worldwide net sales
Trelegy	Respiratory	2029-2030[4]	Royalties are tiered based on annual net sales at 6.5% up to $750 million, 8.0% on sales between $750 million and $1.25 billion, 9.0% on sales between $1.25 billion and $2.25 billion, 10.0% over $2.25 billion
Cabometyx/Cometriq	Cancer	2026-2029[5]	3% royalty on worldwide net sales
Farxiga/Onglyza	Diabetes	2025	Payments equivalent to low-single digit downward tiered royalty on annual worldwide net sales
Evrysdi	Rare disease	2030-2035[6]	Tiered royalties of 3.4% on worldwide net sales up to $500 million, 4.7% on net sales between $500 million and $1 billion, 6.0% on net sales between $1 billion and $2 billion 6.9% on net sales over $2 billion[7]
Prevymis	Infectious disease	2029	Low-double digit royalty on annual worldwide net sales up to $300 million
Trodelvy	Cancer	Perpetual	4.15% royalty on annual worldwide net sales up to $2 billion, declining stepwise based on sales tiers to 1.75% on net sales above $6 billion
Orladeyo	Rare disease	2036-2039[8]	9.50% royalty on direct annual net sales of up to $350 million, 4.50% on sales between $350 million and $550 million, and no royalties on sales over $550 million; tiered percentage of sublicense revenue in certain territories
Erleada	Cancer	2032	Low-single digit royalties on worldwide net sales
Crysvita	Rare disease	2033-2038[9]	10% royalty on EU, U.K. and Switzerland net sales
Emgality	Neurology	2033	Low-single digit royalty on annual worldwide net sales
Oxlumo	Rare disease	2034-2035	Royalties in the mid- to high-single digits based on annual worldwide net sales
Spinraza[10]	Rare disease	2030-2035[11]	Tiered royalties on up to $1.5 billion of annual worldwide net sales at rates ranging from 2.8% to 3.8% through 2027 and increasing to 5.0% to 6.8% in 2028[12]
Airsupra[13]	Respiratory	2030[14]	Tiered royalties in the low-single digits on annual U.S. net sales[15]
Development-Stage Product Candidates			
Aficamten	Cardiology	—	4.5% royalty on annual worldwide net sales up to $1 billion and 3.5% on net sales above $1 billion, subject to certain potential step-downs
Ampreloxetine	Neurology	—	Low- to mid-single digit royalty on worldwide net sales
BCX10013	Rare disease	—	3.0% royalty on annual worldwide net sales up to $1.5 billion and 2.0% royalty on annual worldwide net sales between $1.5 billion and $3.0 billion
MK-8189	Neurology	—	Royalty on worldwide net sales
Olpasiran	Cardiology	—	Up to low-double digit tiered royalties on worldwide net sales
Omecamtiv mecarbil	Cardiology	2032-2034	Mid-single digit royalty on worldwide net sales
Pelabresib	Cancer	—	3.0% royalty on annual worldwide net sales
Pelacarsen[16]	Cardiology	—	Upward-tiered mid-single digit royalties on worldwide net sales[17]
Seltorexant	Neurology	—	Mid-single digit royalty on worldwide net sales
Trontinemab	Neurology	—	Tiered royalties ranging between 3.3% and 4.2% on annual worldwide net sales[18]
Tulmimetostat[19]	Cancer	—	3.0% royalty on worldwide net sales
Zavegepant	Neurology	2034-2036	2.1% royalty on annual combined worldwide net sales of Nurtec ODT and zavegepant up to $1.5 billion and 1.5% on annual combined worldwide net sales above $1.5 billion. Up to a 3.0% incremental royalty on zavegepant worldwide net sales up to $1.5 billion and up to 2.0% incremental royalty on zavegepant worldwide net sales above $1.5 billion

Products	Acquisition Year(s)	Estimated Royalty Duration[1]	Royalty Rates[2]	2023 % Attributable to Royalty Pharma[3]
Cystic fibrosis franchise[4]	2014, 2020	2037	Blended royalty of slightly over 9%	86.0%
Tysabri	2017	Perpetual	Tiered payments of 18% on first $2 billion and 25% on sales >$2 billion	82.4%

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Imbruvica	2013	2027-2032	Downward tiered mid-single digit royalty	82.4%
Trelegy(5)	2022	2029-2030	Tiered royalty of 6.5% on first $750 million, up to 10% on sales >$2.25 billion	100.0%
Promacta	2019	2025-2028	Upward tiered 4.7% to 9.4% royalty	82.4%
Xtandi	2016	2027-2028	Slightly less than 4% royalty	82.4%
Tremfya	2021	2031-2032	Upward tiered mid-single digit royalty	100.0%
Evrysdi(6)	2020, 2023	2035-2036	Tiered royalty of 6.5% on first $500 million, up to 13% on sales >$2 billion	100.0%
Cabometyx/Cometriq(7)	2021	2026-2029	3% royalty	100.0%
Spinraza(8)	2023	2030-2035	Upward tiered 2.8% to 3.8% royalty, increasing to 5% to 6.8% in 2028	100.0%
Trodelvy	2018	Perpetual	Tiered royalty of 4.15% on first $2 billion, down to 1.75% on sales >$6 billion	82.4%
Orladeyo(9)	2020, 2021	2036-2039	Tiered royalty of 9.5% on first $350 million and 4.5% on sales up to $550 million	100.0%
Erleada	2019, 2023	2032	Low-single digit royalty	84.6%
Nurtec ODT/Zavzpret	2018, 2020	2034-2036	Tiered royalty of ~2.5% on first $1.5 billion and ~1.9% on sales >$1.5 billion	85.2%

Notes:

(1) Durations shown represent our estimates as of the current reporting date of when a royalty will substantially end, which may vary by geography and may depend on clinical trial results, regulatory approvals (including the timing of such approvals), contractual terms, commercial developments, estimates of regulatory exclusivity and patent expiration dates (which may include estimated patent term extensions) or other factors and may vary by geography. factors. There can be no assurances that our royalties will expire when expected. estimated.

(2) The royalties in our portfolio are subject to the underlying contractual agreements from which they arise and may be subject to reductions or other adjustments in accordance with the terms of such agreements. Royalty rates apply to annual worldwide net sales unless otherwise stated.

(3) Ownership percentages for cystic fibrosis franchise, Erleada and Nurtec ODT/Zavzpret represent blended percentages across multiple royalty interests based on 2023 royalty receipts.

(4) Royalty is perpetual; year shown represents Trikafta Trikafta's expected patent expiration and potential sales decline based on timing of potential generic entry. For combination therapies, sales are allocated equally to each of the active pharmaceutical ingredients, with tiered royalties ranging from single digit to subteen percentages on sales of ivacaftor, lumacaftor and tezacaftor, and mid-single digit percentages on sales of elexacaftor.

(4) (5) We will pay Theravance Biopharma, Inc. 85% of the royalties in respect of ex-U.S. net sales after June 30, 2029 and 85% of the royalties in respect of U.S. net sales after December 31, 2030. Royalties are tiered based on sales at 6.5% up to $750 million, 8% between $750 million and $1.25 billion, 9% between $1.25 billion and $2.25 billion, and 10% over $2.25 billion.

(5) (6) Royalties are tiered based on net sales at 6.5% up to $500 million, 8.9% between $500 million and $1 billion, 11.3% between $1 billion and $2 billion, and 13% over $2 billion. Our royalty rates are expected to be reduced by 18% in the early 2030s. Royalty entitlement does not reflect either PTC or Royalty Pharma exercising option to sell/purchase additional Evrysdi royalties.

(7) We are entitled to royalties on sales of cabozantinib products in the United States U.S. through September 2026 and non-U.S. markets through the full term of the royalty.

(6) Key patents on Evrysdi in the United States expire in 2035, but our royalty will cease when aggregate royalties paid to us equal $1.3 billion.

(7) We are entitled to approximately 43% of the tiered royalties ranging from 8% to 16% for Evrysdi.

(8) Royalty is perpetual; years shown represent estimated United States patent expiration for Orladeyo and potential sales decline based on timing of generic entry.

(9) Royalties expire when we receive aggregate royalties equal to $608 million if that happens prior to December 31, 2030, and otherwise when we receive aggregate royalties of $800 million.

(10) We acquired an interest in Ionis Pharmaceuticals, Inc.'s ("Ionis") royalty in Biogen's Spinraza in January 2023.

(11) Our royalty interest in Spinraza will revert to Ionis after we receive aggregate Spinraza royalties equal to $475 million or $550 million, depending on the timing and occurrence of certain events.

(12) We are entitled to 25% of Ionis' Spinraza royalty payments of 11% to 15% on annual worldwide net sales up to $1.5 billion through 2027, increasing to 45% of royalty payments on sales up to $1.5 billion in 2028.

(13) (9) Product formerly known as PT027.

(14) AstraZeneca Royalty is perpetual; years shown represent estimated U.S. patent expiration for Orladeyo and potential sales decline based on timing of generic entry. We are also entitled to a tiered percentage of sublicense revenue for Orladeyo in certain buyout rights which, if exercised, would result in earlier expiration.

(15) Represents the portion of the royalties on Airsupra that we are entitled to based on our minority ownership stake in Avillion II.

(16) We acquired an interest in Ionis' royalty in Novartis' pelacarsen in January 2023.

(17) We are entitled to 25% of Ionis' pelacarsen royalty payments of mid-teens to low-20% on annual worldwide net sales.

(18) We are entitled to 60% of MorphoSys' trontinemab royalty payments ranging from 5.5% to 7% of worldwide net sales.

(19) Product formerly known as CPI-0209. territories.

There can be no assurance that our royalties will expire when expected. Any reductions in the durations of royalties relative to our estimates may adversely affect our financial condition and or results of operations. See "Risk Factors" in Item 1A, Risk Factors for further information.

Fixed Payment

Other Recent Royalty Acquisition Activities

- In October 2023, we acquired additional royalties on Roche's Evrysdi for an upfront payment of $1 billion. Evrysdi is approved for the treatment of spinal muscular atrophy. We expect to receive additional royalties beginning in the first quarter of 2024.
- In September 2023, we acquired a royalty interest in Skytrofa for an upfront payment of $150 million. Skytrofa is approved for the treatment of pediatric patients with growth failure due to inadequate secretion of endogenous growth hormone. We expect to receive royalties on Skytrofa beginning in 2025.
- In August 2023, we acquired a royalty interest in Adstiladrin for an upfront payment of $300 million and a $200 million additional milestone payment contingent on certain manufacturing goals. Adstiladrin is approved for the treatment of adult patients with high-risk Bacillus Calmette-Guérin unresponsive non-muscle invasive bladder cancer with carcinoma in situ with or without papillary tumors. We began receiving royalties in the fourth quarter of 2023.

Development-Stage Product Candidates

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The table below provides a summary of our portfolio of development-stage product candidates, which have not been approved and therefore have not generated any royalties (and we have not collected any related royalty receipts) to date:

Product Candidates	Marketer(s)	Therapeutic Area	Status(1)	Product Description
Aficamten	Cytokinetics	Cardiology	NDA filing expected 2024	Small molecule cardiac myosin inhibitor for obstructive hypertrophic cardiomyopathy
Ampreloxetine	Theravance	Neuroscience	Phase 3 data expected 2025	Investigational once-daily norepinephrine reuptake inhibitor for symptomatic neurogenic orthostatic hypotension in patients with multiple system atrophy
BCX10013	BioCryst	Rare disease	Phase 1	Oral Factor D inhibitor for complement-mediated diseases
Ecopipam(2)	Emalex	Neuroscience	Phase 3 data expected 2024	Oral dopamine-1 receptor antagonist for Tourette's Syndrome
KarXT	Karuna(3)	Neuroscience	PDUFA date Q3 2024	Oral M1/M4 muscarinic agonist for schizophrenia
MK-8189	Merck	Neuroscience	Phase 2b data expected 2024	Oral PDE10A inhibitor for schizophrenia
Olpasiran	Amgen	Cardiology	Phase 3 data expected 2027	Small interfering ribonucleic acid for elevated lipoprotein(a), a genetically determined independent risk factor for cardiovascular disease
Pelabresib	MorphoSys(4)	Cancer	NDA filing expected 2024	Bromodomain and extra-terminal inhibitor for myelofibrosis
Pelacarsen	Novartis	Cardiology	Phase 3 data expected 2025	Antisense oligonucleotide for elevated lipoprotein(a), a genetically determined independent risk factor for cardiovascular disease
Seltorexant	Johnson & Johnson	Neuroscience	Phase 3 data expected 2024	Selective orexin 2 receptor antagonist for major depressive disorder with insomnia symptoms
TEV-'749	Teva	Neuroscience	Phase 3 data expected 2024	Long-acting subcutaneous injection of olanzapine for schizophrenia
Trontinemab	Roche	Neuroscience	Phase 1a/2b	A novel Brainshuttle Aβ antibody for the treatment of Alzheimer's disease
Tulmimetostat	MorphoSys(4)	Cancer	Phase 2	Second-generation enhancer of zeste homolog 2 inhibitor for hematological malignancies and solid tumors
Vanzacaftor/tezacaftor/deutivacaftor	Vertex	Rare disease	NDA filing expected 2024	Once-daily triple combination therapy for the treatment of cystic fibrosis

NDA: New Drug Application. PDUFA: Prescription Drug User Fee Act.

(1) Based on information disclosed by marketer of the underlying product and information available on clinicaltrials.gov as of January 31, 2024.

(2) We acquired an interest in ecopipam in January 2024.

(3) In December 2023, Bristol Myers Squibb announced it has agreed to acquire Karuna.

(4) In February 2024, Novartis announced it has entered into an agreement to acquire MorphoSys.

Other Significant Funding Arrangements

The table below provides a summary of our fixed payment significant contractual funding arrangements:

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Funding Arrangement	Therapeutic Area	Key Terms(1)
Zavegepant Success-Based Milestones	Neurology	• Success-based milestone payments from 1.9 to 2.95 times the funded amount of $250.0 million, depending on specific zavegepant regulatory approvals. • Success-based milestone payment of $475.0 million, or 1.9 times the funded amount, if zavegepant's first regulatory approval in migraine is achieved. • Incremental payments of up to 1.05 times the funded amount may be triggered by certain additional regulatory approvals. • Each milestone event achieved will result in an accelerated lump sum payment.
MorphoSys Development Funding Bonds	Not applicable	• Payments to us of approximately 2.2 times the $300.0 million funded amount. • Expected payments in 36 consecutive quarterly payments from the fourth quarter of 2024.
Cytokinetics Commercial Launch Funding	Cardiology	• Up Tranche one $50.0 million funded. • Tranches four and five have a required draw of $50.0 million and an optional draw of up to five tranches totaling $300.0 million, including first $50.0 million tranche funded in the first quarter of 2022. $125.0 million within a 12-month draw period if certain clinical and regulatory milestones are met. • Payments to us of 1.9 times the amount drawn except for the second tranches one, four and third tranches, which each total 2.0 times the amount drawn. • Required draw of $50.0 million if a certain contingency is met and optional draw of the remaining $200.0 million if certain regulatory and clinical development milestones are met. • Each subsequent tranche has a 12-month draw period once certain clinical and regulatory milestones are met. five. • 34 consecutive quarterly payments to us on the last business day of the seventh quarter following the quarter of the funding date for each tranche.
Teva Development Co-Funding Arrangement	Neuroscience	• Provide up to $100.0 million over the course of the trial with the mutual option to increase to $125.0 million to co-fund the development of TEV-'749. • Payments to us equal to the total funded amount over 20 consecutive quarters commencing upon FDA approval in addition to tiered royalty payments based on worldwide sales. • Payment to us of 1.25 times the funded amount if Teva chooses not to file a New Drug Application with the FDA following positive Phase 3 study results of TEV-'749.

(1) Our fixed payment arrangements are subject to the underlying contractual agreements and legal instruments from which they arise and may be subject to reduction, reductions, accelerations, and other adjustments in accordance with the respective terms of such agreements and instruments.

Competition

We face competition from other entities that acquire biopharmaceutical royalties, including competitors to of the Manager that are in the similar business of acquiring biopharmaceutical royalties. There are a limited number of suitable and attractive acquisition opportunities available in the market. Therefore, competition to acquire such assets is intense. The Manager is subject to competition from other potential royalty buyers, including from the companies that market the products on which royalties are paid, financial institutions, investment funds and other entities. These other potential royalty buyers may be larger and better capitalized than us. The Manager may not be able to identify and obtain a sufficient number of asset acquisition opportunities to invest the full amount of capital that may be available to us. We also compete with other forms of financing available to biopharmaceutical companies, such as equity, debt or convertible debt financing and licensing opportunities. If biopharmaceutical companies opt to finance through such other means, we may not be able to acquire additional assets or grow our business. There can be no assurance that we will continue to acquire biopharmaceutical products and companies that hold biopharmaceutical royalties that are acceptable to us.

The products that provide the basis for the cash flows of the biopharmaceutical products in which we invest are also subject to intense competition. The biopharmaceutical industry is a highly competitive and rapidly evolving industry. The length of any product's commercial life cannot be predicted. There can be no assurance that one or more products will not be rendered obsolete or non-competitive by new or alternate products or improvements made to existing products, either by the current marketer of such products or by another marketer. Adverse competition, obsolescence, governmental and regulatory action, or healthcare policy changes could significantly affect the revenues, including royalty-related revenues, of the products which serve as the security or other support for the payments due under the biopharmaceutical products that we hold.

Competitive factors affecting the market position and success of each product include:

- effectiveness;
- safety and side effect profile;
- price, including third-party insurance reimbursement policies;
- timing, introduction and marketer support of the product;
- efficacy and execution of marketing and commercialization strategy;
- market acceptance;
- manufacturing, supply and distribution;

- governmental regulation, including price caps;
- availability of lower-cost generics or biosimilars;
- intellectual property protection and exclusivity;
- treatment innovations that eliminate or minimize the need for a product; and

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• product liability claims.

Products for which we have a royalty receivable or other interest may be rendered obsolete or non-competitive by new or alternate products, including generics or biosimilars, improvements on existing products or governmental or regulatory action. In addition, as biopharmaceutical companies increasingly devote significant resources to innovate next-generation products and therapies, products on which we have a royalty may become unattractive to commercialize or obsolete. If a product's market acceptance is diminished or it is withdrawn from the market, continuing payments with respect to biopharmaceutical products, including royalty payments and payments of interest on and repayment of the principal, may not be made on time or at all, which may affect our ability to realize the benefits of the royalty receivable or other interest in such product and may result in us incurring asset impairment charges. Further, any product for which we have a royalty receivable or other interest that competes with an approved product must demonstrate compelling advantages in efficacy, convenience, tolerability and safety in order to overcome price competition and to be commercially successful. Many approved drugs are well established therapies and are widely accepted by physicians, patients and third-party payors. Insurers and other third-party payors may also encourage the use of generic products. Any of these developments could adversely affect products for which we have a royalty, and consequently could adversely affect our business, financial condition and or results of operations.

Corporate Responsibility

We are the largest buyer of biopharmaceutical royalties Our mission is to accelerate innovation in life sciences and a leading funder of innovation across the biopharma industry, collaborating thereby positively impact patient lives globally. To accomplish this, we partner with innovators from such as academic institutions, research hospitals, nonprofits and non-profits companies at the forefront of discovering lifesaving therapies to improve human health through small and mid-cap biotechnology companies solutions tailored to leading global pharmaceutical companies. We have assembled a portfolio of royalties which entitles us to payments based directly on the top-line sales of many of the industry's leading therapies. Our sustainability efforts reflect the uniqueness needs of our business model. partners. We believe that our environmental, social and governance (ESG) corporate responsibility strategy, policies and practices will create sustainable long-term value for our company, our employees, our shareholders and other stakeholders, while also helping us reduce risk and identify new opportunities.

Governance

Risk We maintain robust governance policies and practices that adhere to high standards of regulatory compliance, ethics, transparency and integrity. Our Board believes that its independence from and oversight of management compliance are maintained effectively through its leadership structure, composition and high ethical standards are foundational to our culture. One of our most valuable assets is our reputation for integrity, professionalism, fairness and good stewardship. Our strong sound corporate governance program, from board oversight to robust management practices, aligns the interests of our stakeholders policies and underpins our market-leading position and the high esteem with which we are held in the life sciences industry.

Culture practices.

We support expanding patient access to health care and medicine by providing funding to organizations addressing unmet patient needs through innovation and engaging in philanthropic activities. We incorporate material corporate responsibility, regulatory, geopolitical and reputational considerations, including access to health and medicine, research and development, ethical clinical trials, therapeutic area profile, ethical conduct and product quality and safety into our investment decision-making and management practices. This includes considering key risks and opportunities during the due diligence process and, where we believe our people are the key to our success and are what sets us apart. We seek to we can have a well-rounded, diverse workplace, which reflects material impact, engaging on these matters with our shareholders and other stakeholders with whom we collaborate, and the communities in which we live and work. We value diverse teams and backgrounds: as of December 31, 2022, 52% of the workforce of our Manager are women and approximately 33% of the workforce of our Manager are ethnically diverse. partners.

Social

We collaborate with organizations seeking to address health needs, improve health outcomes, spur innovation and expand patient care opportunities. Approximately one-fourth (by value) of the royalty transactions we have completed since 2012 have been with leading academic and non-profit institutions. By partnering with these institutions, we have provided capital which has been used to further scientific research (for example, the Cystic Fibrosis Foundation). Our philanthropy seeks to address the challenges of a complex and evolving world by providing funds and resources to support programs that enable innovation in the life sciences, reduce the risk of disease, strengthen access to healthcare and ensure equal access to quality healthcare. We are committed to good corporate citizenship implementing key sustainability practices across our operations and actively support the work of a number of patient advocacy groups taking steps to measure, manage and medical research foundations, including the Leukemia & Lymphoma Society, National Multiple Sclerosis Society, Lupus Research Alliance, Melanoma Research Alliance minimize our environmental impact where possible. We believe that sustainability is critical to addressing related risks and Prostate Cancer Foundation. opportunities for our business. We are focused on tracking our carbon footprint, mitigating our impact through energy efficiency and identifying ways to reduce our environmental impact.

Employees

Our directors and executive officers manage our operations and activities. However, we do not currently have any employees or any officers other than our executive officers. Pursuant to the management agreements entered into in connection with our initial public offering (collectively, the "Management Agreement") with the Manager, the Manager performs corporate and administration services for us.

As of December 31, 2022 December 31, 2023, the Manager had 75 89 employees. None of these employees are represented by labor unions or covered by any collective bargaining agreement. We believe that the Manager's relations with its employees are satisfactory.

Human Capital

Because we are "externally managed," we do not employ our own personnel, but instead depend upon the Manager and its executive officers and employees for all of the services we require. Under the Management Agreement, the Manager manages the assets of our business and sources and evaluates royalty acquisitions. Accordingly, our success

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is dependent upon the expertise and services of the executive officers and other personnel provided to us through the Manager. The Manager is responsible for the selection of these executive officers and other personnel, and our Board of Directors reviews personnel with the Manager with the objective of evaluating the Manager's internal capabilities. The Management Development and Compensation Committee of our Board of Directors in consultation with the Manager also plans for the succession of senior management of the Manager. The Management Agreement requires the Manager's executives to devote substantially all of their time to managing us, Royalty Pharma Investments 2019 ICAV ("RPI" or "RPI RPI 2019 ICAV") and any legacy vehicles related to Royalty Pharma Investments, an Irish unit trust ("Old RPI") unless otherwise approved by our Board of Directors.

The Manager is focused on creating a supportive and values-based culture that elevates health, well-being and growth. The Manager values diverse teams and backgrounds: as of December 31, 2023, 49% of the workforce of our Manager are women and approximately 35% of the workforce of our Manager are ethnically diverse.

Governmental Regulation and Environmental Matters

Our business has been and will continue to be subject to numerous laws and regulations. Failure to comply with these laws and regulations could subject us to administrative and legal proceedings and actions by various governmental bodies. See "Risk Factors" in Item 1A, Risk Factors for further information. Our compliance with these laws and regulations has not had a material impact on our capital expenditures, earnings, financial condition or competitive position in excess of those affecting others in our industry.

We believe that there are no compliance issues with laws and regulations that have been enacted or adopted regulating the discharge of materials into the environment, or otherwise relating to the protection of the environment, that have adversely affected, or are reasonably expected to adversely affect, our business, financial condition and or results of operations, and we do not currently anticipate material capital expenditures arising from environmental regulation. We believe that climate change could present risks to our business. Some of the potential impacts of climate change to our business include increased operating costs due to additional regulatory requirements and the risk of disruptions to our business. We do not believe these risks are material to our business at this time.

U.S. Investment Company Act Status

We intend to conduct our business so as not to become regulated as an investment company under the U.S. Investment Company Act. An entity generally will be determined to be an investment company for purposes of the U.S. Investment Company Act if, absent an applicable exemption, (i) it is or holds itself out as being engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities or (ii) it owns or proposes to acquire investment securities having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis, which we refer to as the ICA 40% Test.

We do not hold ourselves out as being engaged primarily, or propose to engage primarily, in the business of investing, reinvesting or trading in securities, and believe that we are not engaged primarily in the business of investing, reinvesting or trading in securities. We believe that, for U.S. Investment Company Act purposes, we are engaged primarily, through one or more of our subsidiaries, in the business of purchasing or otherwise acquiring certain obligations that represent part or all of the sales price of merchandise. Our subsidiaries that are so engaged rely on Section 3(c)(5)(A) of the U.S. Investment Company Act, which, according to certain SEC staff interpretations, generally may be available to an issuer that invests at least 55% of its assets in "notes, drafts, acceptances, open accounts receivable, and other obligations representing part or all of the sales price of merchandise, insurance, and services," which we refer to as ICA Exception Qualifying Assets, and that does not issue any redeemable securities, face-amount certificates of the installment type or periodic payment plan certificates.

In a no-action letter, dated August 13, 2010, to our predecessor, the SEC staff promulgated an interpretation that royalties that entitle an issuer to collect royalty receivables that are directly based on the sales price of specific biopharmaceutical assets that use intellectual property covered by specific license agreements are ICA Exception Qualifying Assets under Section 3(c)(5)(A). We rely on this no-action letter for the position that royalty receivables relating to biopharmaceutical assets that we hold are ICA Exception Qualifying Assets under Section 3(c)(5)(A) and Section 3(c)(6), which is described below.

As the parent of one or more subsidiaries that rely on Section 3(c)(5)(A), we currently are exempted from registration as an investment company based on Section 3(a)(1)(C) and/or Section 3(c)(6) of the U.S. Investment Company Act. To ensure that we are not obligated to register as an investment company, we must not exceed the thresholds provided by the ICA 40% Test. For purposes of the ICA 40% Test, the term "investment securities" does not include U.S. government securities or securities issued by majority-owned subsidiaries that are not themselves investment companies and are not relying on Section 3(c)(1) or Section 3(c)(7) of the U.S. Investment Company Act, such as majority-owned subsidiaries that rely on Section 3(c)(5)(A). We also may rely on Section 3(c)(6), which, based on SEC staff interpretations, requires us to invest, either directly or through majority-owned subsidiaries, at least 55% of our assets in, as relevant here, businesses relying on Section 3(c)(5)(A). For a subsidiary to be "majority-owned," a parent entity must own a majority of the voting securities of the applicable security. Therefore, the assets that we and our subsidiaries hold and acquire are limited by the provisions of the U.S. Investment Company Act and the rules and regulations promulgated thereunder.

If the SEC or its staff in the future adopts a contrary interpretation to that provided in the no-action letter to Royalty Pharma or otherwise restricts the conclusions in the SEC staff's no-action letter such that royalties are no longer treated as ICA Exception Qualifying Assets for purposes of Section 3(c)(5)(A) and Section 3(c)(6), or the SEC or its staff in the future determines that the no-action letter does not apply to some or all types of royalty receivables relating to biopharmaceutical assets, our business will be materially and adversely affected. In particular, we would be required either to convert to a corporation formed under the laws of the United States or a state thereof (which would likely result in our being subject to U.S. federal corporate income taxation) and to register as an investment company, or to stop all business activities in the United States until such time as the SEC grants an application to register us as an investment company formed under non-U.S. law. It is unlikely that such an application would be granted and, even if it were, requirements imposed by the Investment Company Act, including limitations on our capital structure, our ability to transact business with affiliates and our ability to compensate key employees, could make it impractical for us to continue our business as currently conducted. Our no longer qualifying for an exemption from registration as an investment company would materially and adversely affect the value of your Class A ordinary shares and our ability to pay dividends in respect of our Class A ordinary shares.

Corporate Information

Our predecessor was founded in 1996 and we were incorporated under the laws of England and Wales on February 6, 2020. We are a holding company and our principal asset is a controlling equity interest in Royalty Pharma Holdings Ltd ("RP Holdings"). Our principal executive offices are located at 110 East 59th Street, New York, NY 10022, and our telephone number is (212) 883-0200. Our Internet internet site is www.royaltypharma.com. Our website and the information contained therein or connected thereto is not

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incorporated into this Annual Report on Form 10-K. Our agent for service in the United States is CSC North America located at 251 Little Falls Drive, Wilmington, Delaware, DE 19808.

Available Information

Our reports filed with or furnished to the SEC pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, are available, free of charge, on the Investors section of our website at https://royaltypharma.com as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. The SEC maintains a website at http://www.sec.gov that contains reports, and other information regarding us and other companies that file materials with the SEC electronically. We use the Investor section of our website as a means of disclosing material information. Accordingly, investors should monitor our website, in addition to following our press releases, SEC filings, and public conference calls and webcasts. Statements and information concerning our status as a Passive Foreign Investment Company ("PFIC") for U.S. taxpayers are also available, free of charge, on the Investors section of our website under "Tax Information." The information contained on or connected to the websites referenced in this Annual Report on Form 10-K is not incorporated by reference into this filing. Further, references to website URLs are intended to be inactive textual references only.

Item 1A. RISK FACTORS

Described below are certain risks that we believe apply to our business. You should carefully consider the following information about these risks, together with the other information contained in this Annual Report on Form 10-K, including the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business.

Summary of Risk Factors

Our business is subject to a number of risks, including risks that may adversely affect our business, financial condition and or results of operations. These risks are discussed more fully below and include, but are not limited to, risks related to:

Risks Relating to Our Business

- risks related to sales risks of biopharmaceutical products on which we receive royalties;
- the growth of the royalty market;
- the ability of the Manager to identify suitable assets for us to acquire;
- uncertainties related to the acquisition of interests in development-stage biopharmaceutical product candidates and our strategy to add development-stage product candidates to our product portfolio;
- potential strategic acquisitions of biopharmaceutical companies;
- our use of leverage in connection with our capital deployment;
- our ability to leverage our competitive strengths;
- marketers of products that generate our royalties are outside of our control and are responsible for development, pursuit of ongoing regulatory approval, commercialization, manufacturing and marketing;
- governmental regulation of the biopharmaceutical industry;
- interest rate risk, foreign exchange fluctuations and inflation;
- our reliance on the Manager for all services we require and key members of the Manager's senior advisory team;
- actual and potential conflicts of interest with the Manager and its affiliates;
- the ability of the Manager or its affiliates to attract and retain highly talented professionals;
- the assumptions underlying our business model;
- our reliance on a limited number of products;
- the competitive nature of the biopharmaceutical industry;

Risks Relating to Our Organization and Structure

- our organizational structure, including our status as a holding company;

Risks Relating to Our Class A Ordinary Shares

- volatility of the market price of our Class A ordinary shares;
- our incorporation under English law;

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Risks Relating to Taxation

- the effect of changes to tax legislation and our tax position; and

General Risk Factors

- the impact of COVID-19, cyber-attacks or other failures in telecommunications or information technology systems;
- the future outbreak of any other infectious or contagious diseases, such as COVID-19 on our operations.

Risks Relating to Our Business

Biopharmaceutical products are subject to sales risks.

Biopharmaceutical product sales may be lower than expected due to a number of reasons, including pricing pressures, insufficient demand, product competition, failure of clinical trials, lack of market acceptance, changes in the marketer's strategic priorities, obsolescence, lack of acceptance by government healthcare programs and or private insurance plans, loss of patent protection, government regulations the impact of the COVID-19 global pandemic or other factors, and development-stage product candidates may fail to reach the market. Unexpected side effects, safety or efficacy concerns can arise with respect to a product, leading to product recalls, withdrawals, declining sales or litigation. As a result, payments of our royalties may be reduced or cease. ceased. In addition, these payments may be delayed, causing our near-term financial performance to be weaker than expected.

The royalty market may not grow at the same rate as it has in the past, or at all, and we may not be able to acquire sufficient royalties to sustain the growth of our business.

We have been able to grow our business over time by primarily acquiring royalties. However, we may not be able to identify and acquire a sufficient number of royalties, or royalties of sufficient scale, to invest the full amount of capital that may be available to us in the future, or at our targeted amount and rate of deployment, which could prevent us from executing our growth strategy and negatively impact our results of operations. business. Changes in the royalty market, including its structure, participants and growth rate, changes in preferred methods of financing and capital raising in the biopharmaceutical industry, or a reduction in the growth of the biopharmaceutical industry, could lead to diminished opportunities for us to acquire royalties, fewer royalties (or fewer royalties of significant scale) being available, or increased competition for royalties. Even if we continue to acquire royalties, they may generally will not generate a meaningful return for a period of several years, if at all, due to numerous factors including the structure of the transaction or structures, circumstances relating to the underlying products. products or other factors. As a result, we may not be able to continue to acquire royalties or otherwise grow our business as we have in the past, or at all.

Acquisitions of royalties on from our investments in development-stage biopharmaceutical product candidates are subject to a number of additional risks and uncertainties.

We may acquire more royalties on development-stage product candidates that have not yet received marketing approval by any regulatory authority. authority or been commercialized. There can be no assurance that the FDA, the Medicines and Healthcare products Regulatory Agency ("MHRA"), the European Medicines Agency ("EMA"), Pharmaceuticals and Medical Devices Agency ("PMDA") or other regulatory authorities will approve such products or that such products will be brought to market timely or at all, or that the market will be receptive to such products. For example, in June 2021, we We have previously acquired from MorphoSys the right to receive royalties and certain milestone payments on gantenerumab, an anti-amyloid-beta monoclonal antibody that development-stage product candidates for which clinical development was in Phase 3 development stopped for Alzheimer's disease by Roche. Subsequently on November 30, 2022, Roche stated that it would discontinue a number of reasons, including clinical trials of gantenerumab after the GRADUATE I and II studies evaluating gantenerumab in people with early Alzheimer's disease did not failing to meet their primary endpoint of slowing clinical decline. As a result, we concluded that a endpoints. These failures have resulted in, and future failures could lead to, non-cash impairment charge of $273.6 million related to the financial royalty asset associated with gantenerumab was required. charges or other investment write downs.

If the FDA, MHRA, the EMA, PMDA or other regulatory authority approves a development-stage product candidate that generates our royalties, the labeling, packaging, manufacturing, adverse event reporting, storage, advertising, promotion and recordkeeping for the product will be subject to extensive and ongoing regulatory requirements. The subsequent discovery of previously unknown problems with the product, including adverse events of unanticipated severity or frequency, may result in restrictions on the marketing of the product including for certain patient populations, and could include withdrawal of the product from the market. Uncertainty relating to development-stage product candidates also make it more difficult to develop precise and accurate assumptions for our internal models relating to any such development-stage product candidate, which can result in reduced royalties compared to estimates.

In addition, the developers of these development-stage product candidates may not be able to raise additional capital to continue their discovery, development and commercialization activities, which may cause them to delay, reduce the scope of, or eliminate one or more of their clinical trials or R&D programs. If other product developers introduce and market products that are more effective, safer or less expensive than the relevant products that generate our royalties, or if such developers introduce their products prior to the competing products underlying our royalties, such the products in which we have invested may not achieve commercial success and thereby result in diminished returns or potentially reduced royalties for us, adversely affecting our business, financial condition or results of operations.

Further, the developers of such products may not have sales, marketing or distribution capabilities. If no sales, marketing or distribution arrangements can be made on acceptable terms or at all, the affected product may not be able to be successfully commercialized, which will result in a loss for us. Losses from such assets could adversely affect our business, financial condition and or results of operations.

While we believe that we can evaluate the likelihood of a development-stage product candidate's approval and achieving significant sales, there can be no assurance that our assumptions will prove correct, that regulatory authorities will approve such development-stage product candidates, that such development-stage product candidates will be brought to market timely or at all, or that such products will achieve commercial success.

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Our strategy of acquiring royalty interests in development-stage product candidates, including by co-funding clinical development and acquiring securities of biopharmaceutical companies, is subject to risks and uncertainties.

We intend to continue to provide capital to innovators to co-fund clinical development of a product candidate in exchange for a share of the future revenues of that asset and when we do so, we do not control its clinical development. In these situations, the innovators may not complete activities on schedule or in accordance with our expectations or in compliance with applicable laws and regulations. Failure by one or more of these third parties to meet their obligations or our expectations, comply with applicable laws or regulations, or any disruption in the relationships between us and these third parties, which could delay or prevent the development, approval, manufacturing or commercialization of the development-stage product candidate for which we have provided funding.

We seek Uncertainty relating to further expand development-stage product candidates makes it more difficult to develop accurate assumptions for our internal models, which can result in reduced royalties compared to estimates. There can be no assurance that our assumptions around the likelihood of a development-stage product candidate's approval or achieving significant sales will prove correct, that regulatory authorities will approve such development-stage product candidates, that such development-stage product candidates will be brought to market opportunity by acquiring securities issued by biopharmaceutical companies. Where we may acquire equity securities as timely or at all, or part of the consideration for business development activities, the value of those securities will fluctuate, and may depreciate in value. We will likely not control the company in which we acquire securities, and as a result, we may have limited ability to determine its management, operational decisions and policies. Further, while we may seek to mitigate the risks and liabilities of such transactions through, among other things, due diligence, there may be risks and liabilities that such due diligence efforts fail to discover, that are not disclosed to us, products will achieve commercial success or that we inadequately assess. In addition, as a result of our activities we receive material non-public information about other companies from time to time. Where such information relates to a company whose equity securities we hold, we may be delayed or prevented from selling such securities when we would otherwise choose to do so, and such delay or prohibition may result in a loss or reduced gain on such securities. royalties consistent with our estimates.

We may undertake strategic acquisitions of biopharmaceutical companies with significant royalty assets. or acquire securities of biopharmaceutical companies. Our failure to realize expected benefits of such acquisitions or our incurrence of unanticipated liabilities, could adversely affect our business, financial condition and or results of operations.

We may acquire companies with significant royalty assets or where we believe we could create significant synthetic royalties. These acquired or created royalty assets may not perform as we project. Moreover, the acquisition of operating biopharmaceutical companies will result in the assumption of, or exposure to, liabilities of the acquired business that are not inherent in our other royalty acquisitions, such as direct exposure to product liability claims, high fixed costs and or an expansion of our operations and expense structure, thereby potentially decreasing our profitability. The diversion of our management's attention and any delay or difficulties encountered in connection with any future acquisitions we may consummate could result in the disruption of our on-going business operations. Despite our business, financial and legal due diligence efforts, we have limited experience in assessing acquisition opportunities, and we ultimately may be unsuccessful in ascertaining or evaluating all risks associated with such acquisitions. Moreover, we may need to raise additional funds through public or private debt or equity financing to acquire any businesses or products, which may result in dilution for shareholders or the incurrence of indebtedness. As a result, our acquisition of biopharmaceutical companies could adversely affect our business, financial condition and or results of operations.

We may seek to expand our market opportunity by acquiring securities issued by biopharmaceutical companies. Where we acquire equity securities as all or part of the consideration for business development activities, the value of those securities will fluctuate, and may depreciate. We will likely not control the companies in which we acquire securities, and as a result, we may have limited ability to determine management, operational decisions or policies. Further, such transactions may face risks and liabilities that due diligence efforts fail to discover, that are not disclosed to us, or that we inadequately assess. In addition, as a result of our activities, we may receive material non-public information about other companies. Where such information relates to a company whose equity securities we hold, we may be delayed or prevented from selling such securities when we would otherwise choose to do so, and such delay or prohibition may result in a loss or reduced gain on such securities.

We use leverage in connection with our capital deployment, which magnifies the potential for loss if the royalties acquired do not generate sufficient income to us.

We use borrowed funds to finance a significant portion of our deployed capital. The use of leverage creates an opportunity for an increased return but also increases the risk of loss if our assets do not generate sufficient income cash flows to us. The interest expense and other costs incurred in connection with such borrowings may not be covered by our cash flow. In addition, leverage may inhibit our operating flexibility and reduce cash flow available for dividends or to our shareholders. make share repurchases.

The level of our indebtedness could limit our ability to respond to changing business conditions. The various agreements relating to our borrowings may impose operating and financial restrictions on us which could affect the number and size of the royalties that we may pursue. Therefore, no assurance can be given that we will be able to take advantage of favorable conditions or opportunities as a result of any restrictive covenants under our indebtedness. There can also be no assurance that additional debt financing, either to replace or increase existing debt financing, will be available when needed or, if available, will be obtainable on terms that are commercially reasonable.

Additional risks related to our leverage include:

- to the extent that interest rates at which we borrow increase, our borrowing costs will increase and our leveraging strategy will become more costly, which could lead to diminished net profits;
- we have to comply with various financial covenants in the agreements that govern our debt, including requirements to maintain certain leverage ratios and coverage ratios, which may affect our ability to achieve our business objectives;
- our ability to pay dividends or make share repurchases may be restricted;
- our royalties may be used as collateral for our borrowings; and
- in the event of a default under secured borrowings, if any, one or more of our creditors or their assignees could obtain control of our royalties and, in the event of a distressed sale, these creditors could dispose of these royalties for significantly less value than we could realize for them;

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- we have to comply with various financial covenants in the agreements that govern our debt, including requirements to maintain certain leverage ratios and coverage ratios, which may affect our ability to achieve our business objectives;

- our ability to pay dividends to our shareholders may be restricted; and

- to the extent that interest rates at which we borrow increase, our borrowing costs will increase and our leveraging strategy will become more costly, which could lead to diminished net profits. them.

We do not employ our own personnel and are entirely dependent upon the Manager for all the services we require.

Because we are "externally managed," we do not employ our own personnel, but instead depend upon the Manager, its executive officers and its employees for all of the services we require. The Manager selects and manages the acquisition of royalties, milestones and similar payment streams other contractual receipts and related assets that meet our investment criteria and provides all our other administrative services. Accordingly, our success is dependent upon the expertise and services of the executive officers and other personnel provided to us through employees of the Manager. The Management Agreement has an initial term of ten years, after which it can be renewed for an additional term of three years, unless either we or the Manager provide notice of non-renewal 180 days prior the expiration of the initial term or renewal term. The Manager may not be removed during the initial or any renewal term without cause. While our Management Agreement requires its executives to devote substantially all their time to managing us and any legacy vehicles related to RPI 2019 ICAV or Old RPI unless otherwise approved by the board of directors, such resources may prove to be inadequate to meet our needs.

The success of our business depends upon key members of the Manager's senior advisory team who may not continue to work for the Manager.

We depend on the expertise, skill and network of business contacts of the advisory professionals key members of the Manager, Manager's advisory team, who evaluate, negotiate, structure, execute, monitor and service our assets in accordance with the terms of the Management Agreement. assets. Our future success depends to a significant extent on the continued service and coordination of the advisory professionals team of the Manager, particularly Mr. Legorreta. Pursuant to the Management Agreement, executives of the Manager must devote substantially all of their business time to managing us, unless otherwise approved by the board of directors. Despite this, Mr. Legorreta and other key members of the Manager's advisory professionals team may have other demands on their time, and we cannot assure you that they will continue to be actively involved in our business. Each of these individuals is an employee of the Manager and is not subject to an employment contract with us. us, which means we do not direct the composition of the Manger's advisory team as well as the compensation or professional development of these individuals. The departure of any of these individuals or competing demands on their time could adversely affect our business, financial condition and or results of operations.

The key advisory professionals of the Manager have relationships with participants in the biopharmaceutical industry, financial institutions and other advisory professionals, which we rely upon to source potential asset acquisition opportunities. If the key advisory professionals of the Manager fail to maintain such relationships, or to develop new relationships with other sources, we may not be able to grow our portfolio. In addition, we can offer no assurance that these relationships, even if maintained, will generate asset royalty acquisition opportunities for us in the future.

There can be no assurance that the policies and procedures we have established to mitigate conflicts of interest will be effective in doing so.

Pursuant to the Management Agreement, the The Manager cannot manage another entity that invests in or acquires royalties other than any legacy vehicle related to RPI 2019 ICAV or Old RPI. Every senior executive of our the Manager is subject to a non-compete agreement that is effective for 18 months following termination of their employment with the Manager for any reason. We are a beneficiary of these agreements. In addition, executives of the Manager must devote substantially all of their time to managing us and any legacy vehicle related to RPI 2019 ICAV or Old RPI, unless otherwise approved by the board of directors. Despite this, the ability of our the Manager and its officers and employees to engage in other business activities, subject to the terms of our Management Agreement, may reduce the amount of time our the Manager, its officers or other employees spend managing us.

Furthermore, there There could be conflicts of interest between us and our advisory personnel. For instance, Mr. Legorreta, our Chief Executive Officer, is also a co-founder of and has significant influence over Pharmakon Advisors, which shares physical premises with the Manager. Pharmakon manages BioPharma Credit PLC (LSE: BPCR) and other investment vehicles that collectively are leading providers of debt capital to the biopharmaceutical industry. Mr. Legorreta has a substantial investment in BioPharma Credit. In addition, Mr. Legorreta serves as the chairperson of the board of directors of ProKidney Corp. and he has founded and participates in foundations that receive and provide medical research funding. Even though he has the involvement is involved with Pharmakon, BioPharma Credit PLC, ProKidney Corp. and the foundations described above, among other organizations, Mr. Legorreta does not have any material constraints on the time he has available to devote to us the Manager and the Manager. From time thereby to time, us. While the Manager and Pharmakon may pursue similar investment opportunities, for their respective clients, although we believe that actual conflicts of interest are rare due to the differing investment strategies, of Pharmakon and us, and the fact that royalty holders rather than Pharmakon and us, determine the type of transaction they seek. Under arrangements with Pharmakon, the Manager subleases office space to Pharmakon, and the parties may provide research, business development, legal, compliance, financial and administrative services to one another. The Manager and Pharmakon reimburse each other to the extent that one of them provides materially more services to the other than they receive in return. In consideration of the support provided to Pharmakon by the Manager, addition, certain employees of the Manager may receive compensation from Pharmakon.

In addition, the structure of our The Manager's compensation arrangements may have unintended consequences. We have agreed to pay our the Manager or its affiliates quarterly operating and personnel expenses (the "Operating and Personnel Payments"), a portion of which is based on Portfolio Receipts and the mark-to-market value of security investments including equity securities and derivative financial instruments, at the end of each quarter and is payable to the Manager regardless of whether we realize any gain on the security investments when sold. our investments. Consequently, the Manager may be incentivized to have us make security investments regardless of our expected gain on such investments, which may not align with our or our shareholders' interests.

To service our indebtedness and meet our other ongoing liquidity needs, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control. If we cannot generate the required cash, we may not be able to make the required payments under our indebtedness.

As of December 31, 2022 December 31, 2023, our total principal amount of senior unsecured notes outstanding was $7.3 $6.3 billion. In addition, we have up to $1.5 $1.8 billion of available revolving commitments under our unsecured revolving credit facility (the "Revolving Revolving Credit Facility") Facility (as defined below). Except for RP Holdings, our subsidiaries that do not guarantee the senior unsecured notes will have no obligation, contingent or otherwise, to pay amounts due under the senior unsecured notes or to make any funds available to pay those amounts, whether by dividend, distribution, loan or other payment. We cannot assure you that our business will generate sufficient cash flow from operations to enable us to pay our indebtedness or to fund our other liquidity needs.

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Absent sufficient cash flow and the ability to refinance, we could also be forced to sell assets to make up for any shortfall in our payment obligations. However, the terms of the agreements that govern our existing outstanding debt limit our and our subsidiaries' ability to sell assets and also restrict the use of proceeds from such a sale. Accordingly, we may not be able to sell assets quickly enough or for sufficient amounts to enable us to meet our obligations on our indebtedness.

Our business is subject to interest rate, foreign exchange, inflation and inflation banking industry risk.

We are subject to interest rate fluctuation exposure through any borrowings under our Revolving Credit Facility and our investments in money market accounts and marketable securities, the majority of which bear a variable interest rate. In addition, the discontinuation, modification or other reform of the London Interbank Offered Rate ("LIBOR"), or the replacement of LIBOR with a different any reference rate, such as the Secured Overnight Financing Rate ("SOFR"), could create uncertainty, regarding the nature of potential changes to and future utilization of specific reference rates, require us to amend certain agreements or increase our interest expense. To the extent that interest rates generally increase, our borrowing costs will may increase and our leveraging leverage strategy will become more costly, leading to diminished net profits.

Certain products pay royalties in currencies other than U.S. dollars, which creates foreign currency risk primarily with respect to the Euro, Canadian dollar, British pound, Swiss franc and Japanese yen, as our functional and reporting currency is the U.S. dollar. In addition, our results of operations are subject to foreign currency exchange risk through transactional exposure resulting from movements in exchange rates between the time we recognize royalty income or royalty revenue and the time at which the transaction settles, or we receive the royalty payment. Because we are entitled to royalties on worldwide sales for various products, there is an underlying exposure to foreign currency as the marketer converts payment amounts from local currencies to U.S. dollars using a quarterly average exchange rate. Therefore, cash received may differ from the estimated receivable based on fluctuations in currency.

We are also subject to foreign exchange rate risk risks and uncertainties caused by significant events with macroeconomic impacts, including, but not limited to geopolitical events, including the Russia-Ukraine war, COVID-19 pandemic conflict, conflicts in the Middle East, rising inflation and actions taken by central banks to counter inflation. interest rates, monetary policy changes, financial services sector instability, recessions, global pandemics and foreign currency fluctuations. Changes in the value of currencies relative to the U.S. dollar, or high inflation in countries using a currency other than the U.S. dollar, can impact our revenues, costs and expenses and our financial guidance.

Other events that affect the banking industry may adversely affect the banking institutions that hold our cash. Our primary operating accounts significantly exceed the Federal Deposit Insurance Corporation limits. In the event of a bank insolvency or failure, we may be considered a general creditor of the bank, and we might lose some or all of the cash deposited with the bank. Even where it is recognized that a bank might be in danger of insolvency or failure, we might not be able to withdraw or transfer our cash from the bank in time to avoid any adverse effects of the insolvency or failure.

Information about the biopharmaceutical products underlying the royalties we buy available to us may be limited and therefore our ability to analyze each product and its potential future cash flow may be similarly limited.

We may have limited information concerning the products generating the royalties we are evaluating for acquisition. Often, the information we have regarding products following our acquisition of a royalty may be limited to the information that is available in the public domain. Therefore, there may be material information that relates to such products that we would like to know but do not have and may not be able to obtain. For example, we do not always know the results of studies conducted by marketers of the products or others or the nature or amount of any complaints from doctors or users of such products. In addition, the market data that we obtain independently may also prove to be incomplete or incorrect. Due to these and other factors, the actual cash flow from a royalty may be significantly lower than our estimates.

Our future income is dependent upon numerous royalty-specific assumptions and, if these assumptions prove not to be accurate, we may not achieve our expected rates of returns.

Our business model is based on multiple-year internal and external forecasts regarding product sales and numerous product-specific assumptions in connection with each royalty acquisition, including where we have limited information regarding the product. There can be no assurance that the assumptions underlying our financial models, including those regarding product sales or competition, patent expirations, exclusivity terms, license terms or license terminations for the products underlying our portfolio, are accurate. These assumptions involve a significant element of subjective judgment and may be, and in the past have been, adversely affected by post-acquisition changes in market conditions and other factors affecting the underlying product. The risks relating to these assumptions may be exacerbated for development-stage product candidates due to the uncertainties around their development, labeling, regulatory approval, commercialization timing, manufacturing and supply, competing products or related factors. Our assumptions regarding the financial stability or operational or marketing capabilities of the partner obligated to pay us royalties may also prove, and in the past have proven, to be incorrect. Due to these and other factors, the assets in our current portfolio or future assets may not generate expected returns or returns in line with our historical financial performance or in the time periods we expect or at all, which could adversely affect our business, financial condition and or results of operation.

We make assumptions regarding the royalty duration for terms that are not contractually fixed, and a shortened royalty term could result in a reduction in the effective interest rate, a decline in income from royalties, significant reductions in royalty payments compared to expectations, or a permanent impairment.

In accordance with generally accepted accounting principles in the United States ("GAAP"), we classify most royalty assets that we acquire as financial assets that are measured at amortized cost using the prospective effective interest method described in ASC 835-30. The effective interest rate is calculated by forecasting the expected cash flows to be received over the life of the asset relative to the initial invested amount, net of any purchased receivables. A critical component of such forecast is our assumptions regarding duration of the royalty.

The royalty duration is important for purposes of accurately measuring interest income over the life of a royalty. In making assumptions around the royalty duration for terms that are not contractually fixed, we consider the strength of existing patent protection, expected entry of generics, geographical exclusivity periods and potential patent term extensions tied to the underlying product.

The duration of a royalty usually varies on a country-by-country basis and can be based on a number of factors, such as patent expiration dates, whether the product is sold singly or in combination, regulatory exclusivity, years from first commercial sale of the patent-protected product, the entry of competing generic or biosimilar products, or other terms set out in the contracts governing the royalty. It is common for royalty durations to expire earlier or later than anticipated due to unforeseen positive or negative developments over time, including with respect to the granting of patents and patent term extensions, the invalidation of patents, claims of patent misuse, litigation between the party controlling the patents and third party challengers of the patents, the ability of third parties to design around or circumvent valid patents, the granting of regulatory exclusivity periods or extensions, timing for the arrival of generic or biosimilar competitor products, changes to legal or regulatory regimes affecting intellectual property rights or the regulation of pharmaceutical products, product life cycles, and industry consolidations.

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If an unexpected shortening of a royalty term were to occur, it could result in a reduction in the effective interest rate for the asset, a decline in income from royalties, and a significant reduction in royalty payments compared to expectations, or a permanent impairment.

Most of our royalties are classified as financial assets that are measured at amortized cost using the effective interest method as a result of which our GAAP results of operations can be volatile and unpredictable.

In accordance with GAAP, most of the royalty assets we acquire are treated as investments in cash flow streams and are thus classified as financial assets. Under this classification, our financial royalty assets are treated as having a yield component that resembles loans measured at amortized cost under the effective interest accounting methodology. Under this accounting methodology, we calculate the effective interest rate on each financial royalty asset using a forecast of the expected cash flows to be received over the life of the financial royalty asset relative to the initial acquisition price. The yield, which is calculated at the end of each reporting period and applied prospectively, is then recognized via accretion into our income at the effective rate of return over the expected life of the financial royalty asset.

As a result of the non-cash charges associated with the application of the effective interest method accounting methodology, our income statement activity in respect of many of our royalties can be volatile and unpredictable. Small declines in sell-side equity research analysts' consensus sales forecasts over a long time horizon can result in an immediate non-cash income statement expense recognition, even though the applicable cash inflows will not be realized for many years into the future. For example, in late 2014 we acquired the cystic fibrosis franchise, which is classified as a financial royalty asset. Beginning in the second quarter of 2015, declines in near-term sales forecasts of sell-side equity research analysts caused us to recognize non-cash provision expenses to the income statement and build up a corresponding cumulative allowance which reduced the gross balance for this financial royalty asset. Over the course of 10 quarters, we recognized non-cash provision expenses as a result of these changes in forecasts, including a non-cash expense of $743.2 million in 2016, ultimately reaching a peak cumulative allowance of $1.30 billion by September 30, 2017 related to this financial royalty asset. With the approval of the Vertex triple combination therapy, Trikafta, in October 2019, sell-side equity research analysts' consensus sales forecasts increased to reflect the larger addressable market and the extension of the expected duration of the Trikafta royalty. While small reductions in the cumulative allowance for the cystic fibrosis franchise were recognized as provision income in 2017 and 2018, there remained a $1.10 billion cumulative allowance that was fully reduced by recognizing non-cash provision income of $1.10 billion in 2019 as a result of an increase in sell-side equity research analysts' consensus sales forecasts associated with the Trikafta approval. The financial statement impact caused by the application of the effective interest accounting methodology could result in a negative perception of our results in a given period.

Our reliance on a limited number of products may adversely affect our business, financial condition and results of operation.

While our current asset portfolio includes royalties relating to over 35 marketed products, and 12 development-stage product candidates, the top five product franchises accounted for 69% 66% of our royalty receipts in the year ended December 31, 2022 December 31, 2023. In addition, our asset portfolio may not be fully diversified by geographic region or other criteria. Any significant deterioration in the cash flows from the top products in our asset portfolio could adversely affect our business, financial condition and or results of operations.

We face competition in acquiring royalties and locating suitable royalties to acquire.

There are a limited number of suitable and attractive opportunities to acquire high-quality royalties available in the market. royalties. Therefore, competition to acquire such royalties is intense and may increase. We compete with other potential acquirers for these opportunities, including companies that market the products on which royalties are paid, investment vehicles and other pools of capital, financial institutions, institutional investors (including sovereign wealth and pension funds) and others. These competitors may be able to access lower cost capital, may be larger than us, may have relationships that provide them access to opportunities before us, or may be willing to acquire royalties for lower projected returns than we are.

Biopharmaceutical products are subject to substantial competition.

The biopharmaceutical industry is a highly competitive and rapidly evolving industry. The length of any product's commercial life cannot be predicted with certainty. There can be no assurance that one One or more products on which we are entitled to a royalty will not may be rendered obsolete or non-competitive by new or alternate products or improvements made to existing products on which we are not entitled to a royalty, made to existing products, either by the current marketer of such products or by another marketer. Current marketers of products may undertake these development efforts in order to improve their products or to avoid paying our royalty. Adverse competition, obsolescence or governmental and regulatory action or healthcare policy changes could significantly affect the revenues, including royalty-related revenues, of the products which generate our royalties.

Competitive factors affecting the market position and success of each product include:

- effectiveness;
- safety, and side effect profile; profile, effectiveness and market acceptance;
- price, including third-party insurance reimbursement policies;
- timing, introduction and marketer support of the product;
- efficacy and execution of marketing and commercialization strategy;
- market acceptance;
- manufacturing, supply and distribution;
- governmental regulation, including price caps;
- availability of lower-cost generics or biosimilars;
- intellectual property protection and exclusivity;
- treatment innovations that eliminate or minimize the need for a product; and
- product liability claims.

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Products for on which we have a royalty receivable or other interest may be rendered obsolete or non-competitive by new or alternate products, including generics or biosimilars, improvements on existing products, marketing or commercialization strategies, or governmental or regulatory action. In addition, as biopharmaceutical companies increasingly devote significant resources to innovate next-generation products and therapies, products on which we have a royalty may become unattractive to commercialize or obsolete. If a product's market acceptance is diminished or it is withdrawn from the market, continuing payments with respect to biopharmaceutical products including royalty payments and payments of interest on and repayment of the principal, may not be made on time or at all, which may affect our ability to realize the benefits of the royalty receivable or other interest in such product and may result in us incurring asset impairment charges. Further, any product for which we have a royalty receivable or other interest that competes with an approved product must demonstrate compelling advantages in efficacy, convenience, tolerability and safety in order to overcome price competition and to be commercially successful. Many approved drugs are well established therapies and are widely accepted by physicians, patients and third-party payors. Insurers and other third-party payors may also encourage the use of generic products. Any of these developments could adversely affect products for on which we have a royalty, and consequently could adversely affect our business, financial condition and or results of operations.

Marketers of products that generate our royalties are outside of our control.

In the case of our royalty receivables, our cash flow consists primarily of payments supported by royalties paid by marketers. These marketers may have interests that are different from our interests. For example, these marketers may be motivated to maximize their overall income by allocating resources to other products and, in the future, may decide to focus less attention on the products generating our royalties or by allocating resources to develop products that do not generate royalties to us. There can be no assurance that any marketer or person with whom the marketer has a working relationship has adequate resources or motivation to continue to produce, market and sell the products generating our royalties. Aside from any limited audit rights relating to the activities of the marketers that we may have in certain circumstances pursuant to the terms of our arrangements with the licensor, we do not have oversight rights with respect to the marketers' operations and do not have rights allowing us to direct their operations or strategy nor do our agreements contain performance standards for their operations. The calculation of the royalty payments is subject to and dependent upon the adequacy and accuracy of our counterparties' sales and accounting functions.

While we may be able to receive certain information relating to sales of products through the exercise of audit rights and review of royalty reports we receive from the licensor, such information may be received many months following our recognition of the royalty revenue, may require us to adjust our royalty revenues in later periods and may require expense on our part.

We have limited information on the marketers' operations. We will not have the right to review or receive certain information relating to products that the marketers may have, including the results of any studies conducted by the marketers or others, or complaints from doctors or users of products. The market performance of the products generating our royalties may therefore be diminished by any number of factors relating to the marketers that are outside of our control.

The marketers of biopharmaceutical products are, generally, entirely responsible for the ongoing regulatory approval, commercialization, manufacturing and marketing of products.

Generally, the holders of royalties on products have granted exclusive regulatory approval, commercialization, manufacturing and marketing rights to the marketers of such products. The marketers have full control over those efforts and sole discretion to determine the extent and priority of the resources they will commit to their program for a product. Accordingly, the successful commercialization of a product depends on the marketer's efforts and is beyond our control. If a marketer does not devote adequate resources to the ongoing development, regulatory approval, commercialization and manufacture of a product, or if a marketer engages in illegal or otherwise unauthorized practices, the product's sales may not generate sufficient royalties, or the product's sales may be suspended, and consequently, could adversely affect our business. In addition, if marketers of biopharmaceutical products decide to discontinue product programs or we believe the commercial prospects of assets have been reduced, we may recognize material non-cash impairment charges related to the financial royalty asset associated with those programs or assets.

License agreements relating to products may, in some instances, be unilaterally terminated or disputes may arise which may affect our royalties.

License agreements relating to the products generating our royalties may be terminated, which may adversely affect sales of such products and therefore the payments we receive. For example, under certain license agreements, marketers retain the right to unilaterally terminate the agreements with the licensors. When the last patent covering a product expires or is otherwise invalidated in a country, a marketer may be economically motivated to terminate its license agreement, either in whole or with respect to such country, in order to terminate its payment and other obligations. In the event of any such termination, a licensor may no longer receive all of the payments it expected to receive from the licensee and may also be unable to find another company to continue developing and commercializing the product on the same or similar terms as those under the license agreement that has been terminated.

In addition, license agreements may fail to provide significant protection for the licensor in case of the licensee's failure to perform or in the event of disputes. License agreements which relate to the products underlying our royalties are complex, and certain provisions in such agreements may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could narrow what the licensor believes to be the scope of its rights to the relevant intellectual property or technology, or decrease the licensee's financial or other obligations under the relevant agreement, any of which could in turn impact the value of our royalties and adversely affect our business, financial condition and or results of operations. If a marketer were to default on its obligations under a license agreement, the licensor's remedy may be limited either to terminating certain licenses related to certain countries or to generally terminate the license agreement with respect to such country. In such cases, we may not have the right to seek to enforce the rights of the licensor and we may be required to rely on the resources and willingness of the licensor to enforce its rights against the licensee.

In any of these situations, if the expected payments under the license agreements do not materialize, this could result in a significant loss to us and adversely affect our business, financial condition and or results of operations.

The insolvency of a marketer could adversely affect our receipt of cash flows on the related royalties that we hold.

If a marketer were to become insolvent and seek to reorganize under Chapter 11 of Title 11 of the U.S. Code, as amended, or the Bankruptcy Code, or liquidate under Chapter 7 of the Bankruptcy Code (or foreign equivalent), such event could delay or impede the payment of the amounts due under a license agreement, pending a resolution of the insolvency proceeding. Any unpaid royalty payments due for the period prior to the filing of the bankruptcy proceeding would be unsecured claims against the marketer, which might not be paid in full or at all. While royalty payments due for periods after the filing may qualify as administrative expenses entitled to a higher priority, the actual payment of such post-filing royalty payments could be delayed for a substantial period of time and might not be in the full amount due under the license agreement. The licensor would be prevented by the automatic stay in the bankruptcy proceeding from taking any action to enforce its rights without the permission of the bankruptcy court. In addition, the marketer could elect to

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reject the license agreement, which would require the licensor to undertake a new effort to market the applicable product with another distributor. Such proceedings could adversely affect the ability of a payor to make payments with respect to a royalty, and could consequently adversely affect our business, financial condition and or results of operations.

Unsuccessful attempts to acquire new royalties could result in significant costs and negatively impact subsequent attempts to locate and acquire other assets.

The investigation of each specific target royalty and the negotiation, drafting and execution of relevant agreements disclosure and other documents requires substantial management time and attention and results in substantial costs for accountants, attorneys and others. If a decision is made not to complete a specific acquisition, the costs incurred for the proposed transaction would not be recoverable from a third party. Furthermore, even if an agreement is reached relating to a specific target asset, we may fail to consummate the acquisition for any number of reasons, including, in the case of an acquisition of a royalty through a business combination with a public company, approval by the target company's public shareholders. Multiple unsuccessful attempts to acquire new royalties could hurt our reputation, result in significant costs and an inefficient use of the Manager's time. The opportunity cost of diverting management and financial resources could negatively impact our ability to locate and acquire other assets.

The products that generate our royalties are subject to uncertainty related to healthcare reimbursement policies, managed care considerations, pricing pressures and the regulation of the healthcare industry.

In both U.S. and non-U.S. markets, sales of biopharmaceutical products, and the success of such products, depends in part on governmental regulation and the availability and extent of coverage and reimbursement from third-party payors, including government healthcare programs in addition to private insurance plans.

In the United States, pharmaceutical product pricing is subject to enhanced government regulation, public scrutiny and calls for reforms. For example, in August 2022, President Biden signed into law the drug pricing provisions of the Inflation Reduction Act ("IRA"), which includes significant drug pricing provisions, including (i) inflation rebates, where drug manufacturers must pay a rebate was signed into law in August 2022 and began to be implemented in 20203 with implementation efforts to continue over the next several years. In August 2023, the Biden Administration unveiled the first round of medicines subject to the government if the prices of their covered single-source drugs and biologics rise faster than the rate of inflation; (ii) Medicare Part D redesign where beneficiaries' out-of-pocket costs are capped, payment obligation for initial coverage is redistributed with drug manufacturers paying 10% on all drugs and the coverage gap is eliminated, as well as requiring Part D plans to pay a larger portion of the catastrophic phase with drug manufacturers covering 20% of the costs; and (iii) Medicare negotiation, "Medicare Drug Price Negotiation Program," which requires manufacturers of select drugs to engage in a process with the Department of Health and Human Services ("HHS") U.S. Federal government to negotiate set new Medicare prices for certain drugs covered by Medicare Part B and Part D through a drug price negotiation program. In October 2022, President Biden signed an executive order that instructs HHS to consider whether to select for testing new health care payment and delivery models that which would lower drug costs and promote access to innovative drug therapies for beneficiaries enrolled go into effect in the Medicare and Medicaid programs. 2026. In addition, the U.S. Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act (the "ACA") was enacted by Congress in March 2010 and established a major expansion of healthcare coverage, financed in part by a number of several new rebates, discounts and taxes that had a significant effect on the expenses and profitability on the companies that manufacture the products that generate our royalties. These companies and their products face uncertainty due to federal legislative and administrative efforts to repeal, substantially modify or invalidate some or all of the provisions of the IRA and the ACA.

Other U.S. federal or state legislative or regulatory action or policy efforts could adversely affect the healthcare industry, including, among others, additional transparency and limitations related to product pricing, review the relationship between pricing and manufacturer patient programs, general budget control actions, changes in patent laws, changing interpretations of competition law, exercise by the government of march-in rights in respect of government funded innovations, the importation of prescription drugs from outside the United States at prices that are regulated by governments of various foreign countries, revisions to reimbursement of biopharmaceutical products under government programs, restrictions on U.S. direct-to-consumer advertising or limitations on interactions with healthcare professionals. No assurances can be provided that these laws and regulations will not adversely affect our business, financial condition and or results of operations.

The growth of large managed care organizations and prescription benefit managers, as well as the prevalence of generic substitution, has hindered price increases for prescription drugs. Continued intense public scrutiny of the price of drugs, together with government and payor dynamics, may limit the ability of producers and marketers to set or adjust the price of products based on their value. There can be no assurance that new or proposed products will be considered cost-effective or that adequate third-party reimbursement will be available to enable the producer or marketer of such product to maintain price levels sufficient to realize an appropriate return. These pricing pressures may adversely affect our current royalties and the attractiveness of future acquisitions of royalties.

Outside the United States, numerous major markets, including the EU, Japan and China, have pervasive government regulation of healthcare and government involvement in funding healthcare, and, in that regard, fix the pricing and reimbursement of pharmaceutical products. Consequently, in those markets, the products generating our royalties are subject to government decision-making and budgetary actions.

In addition, many of the products in our portfolio benefit from regulatory exclusivity. If, in an effort to regulate pricing, regulatory exclusivity is not maintained, our business, financial condition and or results of operations may be adversely impacted.

The biopharmaceutical industry may be negatively affected by federal government deficit reduction policies, which could reduce the value of the royalties that we hold.

In an effort to contain the U.S. federal deficit, the biopharmaceutical industry could be considered a potential source of savings via legislative proposals. Government action to reduce U.S. federal spending on entitlement programs, including Medicare, Medicaid or other publicly funded or subsidized health programs, or to lower drug spending, may affect payment for the products that generate our royalties. These and any other cost controls or any significant additional taxes or fees that may be imposed on the biopharmaceutical industry as part of deficit reduction efforts could reduce cash flows from our royalties and therefore adversely affect our business, financial condition and or results of operations.

Sales of products that generate our royalties are subject to regulatory approvals and actions in the United States and foreign jurisdictions that could harm our business.

The procedures to approve biopharmaceutical products for commercialization vary among countries and can involve additional testing and time. Such procedures may include on-site inspections by regulatory authorities at clinical trial sites or manufacturing facilities, which inspections may be delayed by travel restrictions imposed in response to the COVID-19 pandemic pandemics or other pandemics. infectious diseases. Approval by the FDA does not ensure approval by regulatory authorities in other countries, and approval by one foreign regulatory authority does not ensure approval by regulatory authorities in other foreign countries or by the FDA. The foreign regulatory approval process may include all of the risks associated with obtaining FDA approval and many include additional risks, such as pricing approval.

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There can be no assurance that any of these regulatory approvals will be granted or not be revoked or restricted in a manner that would adversely affect the sales of such products and on the ability of payors to make payments with respect to such royalties to us.

The manufacture and distribution of a biopharmaceutical product may be interrupted by regulatory agencies or supplier deficiencies.

The manufacture of products generating our royalties is typically complex and is highly regulated. In particular, biopharmaceutical products are manufactured in specialized facilities that require the approval of, and ongoing regulation by, the FDA in the United States and, if manufactured outside of the United States, both the FDA and non-U.S. regulatory agencies, such as the MHRA and the EMA. With respect to a product, to the extent that operational standards set by such agencies are not adhered to, manufacturing facilities may be closed or production interrupted until such time as any deficiencies noted by such agencies are remedied. Any such closure or interruption may interrupt, for an indefinite period of time, the manufacture and distribution of a product and therefore the cash flows from the related biopharmaceutical asset may be significantly less than expected.

In addition, manufacturers of a product may rely on third parties for selected aspects of product development, such as packaging or to supply bulk raw material used in the manufacture of such product. In the United States, the FDA requires that all suppliers of pharmaceutical bulk materials and all manufacturers of pharmaceuticals for sale in or from the United States adhere to the FDA's current "Good Manufacturing Practice" regulations and guidelines and similar requirements that exist in jurisdictions outside the United States. Licensees Marketers of biopharmaceutical products generally rely on a small number of key, highly specialized suppliers, manufacturers and packagers. Any interruptions, however minimal, in the operation of these manufacturing and packaging facilities could adversely affect production and product sales and therefore adversely affect our business, financial condition and or results of operations.

Product liability claims may diminish the returns on biopharmaceutical products.

The developer, manufacturer or marketer of a product could become subject to product liability claims. A product liability claim, regardless of its merits, could adversely affect the sales of the product and the amount of any related royalty payments and consequently, could even adversely affect the ability of a payor to make payments with respect to a royalty.

Although we believe that we will not bear responsibility in the event of a product liability claim against the developer, manufacturer, marketer or other seller of the product that generates our royalty, royalty. Any such product liability claims against us could adversely affect our business, financial condition and or results of operations due to the lower than expected cash flows from the royalty. operations.

We are typically not involved in maintaining, enforcing and defending patent rights on products that generate our royalties.

Our right to receive royalties generally depends on the existence of valid and enforceable claims of registered or issued patents in the United States and elsewhere in the world. The products on which we receive payments are dependent on patent protection and on the fact that the manufacturing, marketing and selling of such products do not infringe, misappropriate or otherwise violate intellectual property rights of third parties. Typically, we have no ability to control the prosecution, maintenance, enforcement or defense of patent rights, but must rely on the willingness and ability of our partners or their marketers to do so. There can be no assurance that these third parties will vigorously prosecute, maintain, enforce or defend such rights. Even if such third parties seek to prosecute, maintain, enforce or defend such rights, they may not be successful.

The patent position of biotechnology and pharmaceutical companies generally is highly uncertain, involves complex legal and factual questions and has been the subject of much litigation. Furthermore, changes in patent laws or interpretation of patent laws in the United States and in other jurisdictions could increase the uncertainties surrounding the successful prosecution of patent applications and the successful enforcement or defense of issued patents by our partners, all of which could diminish the value of patent protection relating to the biopharmaceutical assets. As a result, the issuance, scope, validity, enforceability and commercial value of the patent rights of our partners and their marketers are highly uncertain. In addition, such third parties' pending and future patent applications may not result in patents being issued which protect their products, development-stage product candidates and technologies or which effectively prevent others from commercializing competitive products, development-stage product candidates and technologies. Moreover, the coverage claimed in a patent application can be significantly reduced before the patent is issued, and its scope can be reinterpreted after issuance.

Even if the patent applications our partners and their marketers license or own do issue as patents, they may not issue in a form that will provide them with any meaningful protection, prevent competitors or other third parties from competing with them or otherwise provide them with any competitive advantage. Competitors or other third parties may be able to circumvent patents of our partners and their marketers by developing similar or alternative products in a non-infringing manner. The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and may be challenged in the courts or patent offices in the United States and abroad. Such challenges may result in loss of exclusivity or in patent claims being narrowed, invalidated or held unenforceable, which could limit the ability of our partners and their marketers from preventing others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection of their products, development-stage product candidates and technologies.

Any loss or reduction in the scope or duration of patent protection for any product that generates our royalties, or any failure to successfully prosecute, maintain, enforce or defend any patents that protect any such product may result in a decrease in the sales of such product and any associated royalties payable to us. Any such event would adversely affect the ability of the payor to make payments of royalties to us or may otherwise reduce the value of our royalty interest, royalties, and could consequently adversely affect our business, financial condition and or results of operations. In cases where our contractual arrangements with our partner permit us to do so, we could participate in patent suits brought by third parties but this could result in substantial litigation costs, divert management's attention from our core business and there can be no assurance that such suits would be successful.

The existence of third-party patents in relation to products may result in additional costs for the marketer and reduce the amount of royalties paid to us.

The commercial success of a product depends, in part, on avoiding infringement, misappropriation or other violations of the intellectual property rights and proprietary technologies of others. Third-party issued patents or patent applications claiming subject matter necessary or useful to manufacture and market a product could exist or issue in the future. Such third-party patents or patent applications may include claims directed to the composition, manufacturing, mechanism of action or other unique features of a product. There can be no assurance that a license would be available to marketers for such subject matter if such infringement were to exist or, if offered, would be offered on reasonable or commercially feasible terms. Without such a license, it may be possible for third parties to assert infringement or other intellectual property claims against the marketer of such product based on such patents or other intellectual property rights.

Even if the marketer was able to obtain a license, it could be non-exclusive, thereby giving its competitors and other third parties access to the same technologies. In addition, if a marketer of a product that generates our royalties is required to obtain a license from a third party, the marketer may, in some instances, have the right to offset the licensing and royalty payments to such third party against royalties that would be owed to our partner, which may ultimately reduce the value of our royalty interest. An adverse outcome in

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infringement or other intellectual property-related proceedings could subject a marketer to significant liabilities to third parties, require disputed rights to be licensed from third parties or require the marketer to cease or modify its manufacturing, marketing and distribution of any affected product, any of which could reduce the amount of cash flow generated by the affected products and any associated royalties payable to us and therefore adversely affect our business, financial condition and or results of operations.

Disclosure of trade secrets of marketers of products could negatively affect the competitive position of the products underlying our biopharmaceutical assets.

The marketers of the products that generate our royalties depend, in part, on trade secrets, know-how and technology, which are not protected by patents, to maintain the products' competitive position. This information is typically protected through confidentiality agreements with parties that have access to such information, such as collaborative partners, licensors, employees and consultants. Any of these parties may breach the agreements and disclose the confidential information or competitors might independently develop or learn of the information in some other way, which could harm the competitive position of the products and therefore reduce the amount of cash flow generated by our royalty interest.

The internal computer systems of our counterparties may fail or suffer security breaches, which could result in a significant disruption of their ability to operate their business effectively, adversely affect the cash flow generated by the related biopharmaceutical products, and adversely affect our business, financial condition and results of operations.

The internal computer systems and cloud-based computing services of our counterparties and those of their current and any future collaborators and other contractors or consultants are vulnerable to damage or interruption from computer viruses, data corruption, cyber-based attacks, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. We have been subject to cyber-based attacks and unauthorized access in the past. If such an event were to occur in the future and cause interruptions in their operations, it could result in a disruption of their development and commercialization programs and business operations, whether due to a loss of trade secrets or other proprietary information or other similar disruptions. To the extent that any disruption or security breach were to result in a loss of, or damage to, a counterparties' data or applications, or inappropriate disclosure of confidential or proprietary information, our partners' operations may be harmed and the development and commercialization of their products, development-stage product candidates and technologies could be delayed. Such an event may reduce the amount of cash flow generated by the related biopharmaceutical products and therefore adversely affect our business, financial condition and results of operations. royalties.

Our ability to pay periodic dividends to our shareholders or make share repurchases may be limited by applicable provisions of English law and contractual restrictions and obligations.

Under English law, we will only be able to declare dividends, make distributions or repurchase shares (other than out of the proceeds of a new issuance of shares for that purpose) out of profits available for distribution. Profits available for distribution are accumulated, realized profits, to the extent that they have not been previously utilized by distribution or capitalization, less its accumulated, realized losses, to the extent that they have not been previously written off in a reduction or reorganization of capital duly made. The amount of our distributable reserves is a cumulative calculation. We may be profitable in a single financial year but unable to pay a dividend or make share repurchases if our accumulated, realized profits do not offset all previous years' accumulated, realized losses. Additionally, we may only make a distribution if our net assets are not less than the amount of our aggregate called-up share capital and distributable undistributable reserves, and if, and to the extent that, the distribution does not reduce the amount of those assets to less than that aggregate.

Subject to the terms of our indebtedness or other contractual obligations, the approval and payment of any interim dividends are at the sole discretion of our board of directors, which may change our dividend policy at any time, and the payment of any final dividends will be subject to majority approval by holders of our Class A ordinary shares and Class B ordinary shares and in each case will be paid out of profits available for that purpose under English law. Our Articles of Association authorize the board of directors to approve interim dividends without shareholder approval to the extent that such dividends appear justified by profits available for such purpose. The board of directors may also recommend final dividends be approved and declared by shareholders at an annual general meeting. No such dividend may exceed the amount recommended by the board of directors.

There can be no assurance that any dividends, whether quarterly or otherwise, will or can be paid or that any shares will or can be repurchased. Whether we pay dividends to our shareholders or make share repurchases depends on a number of factors, including among other things, general economic and business conditions, our strategic plans and prospects, our business and acquisition opportunities, our financial condition and or results of operations, working capital requirements and anticipated cash needs, contractual restrictions and obligations, including fulfilling our current and future capital commitments, legal, tax and regulatory restrictions, other restrictions and implications on the payment of dividends by us to our shareholders or making any share repurchases and such other factors as our board of directors may deem relevant.

A shareholder who receives a distribution under circumstances where he or she knows or has reasonable grounds for believing that the distribution is unlawful in the circumstances is obliged to repay such distribution (or that part of it, as the case may be) to us.

If we were determined to be an investment company under the U.S. Investment Company Act of 1940, applicable restrictions could make it impractical for us to continue our business as contemplated and couldadversely affect our business, financial condition and or results of operations.

We intend to conduct our business so as not to become regulated as an investment company under the U.S. Investment Company Act. An entity generally will be determined to be an investment company for purposes of the U.S. Investment Company Act if, absent an applicable exemption, (i) it is or holds itself out as being engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities; or (ii) it owns or proposes to acquire investment securities having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis, which we refer to as the ICA 40% Test.

We do not hold ourselves out as being engaged primarily, or propose to engage primarily, in the business of investing, reinvesting or trading in securities, and believe that we are not engaged primarily in the business of investing, reinvesting or trading in securities. We believe that, for U.S. Investment Company Act purposes, we are engaged primarily, through one or more of our subsidiaries, in the business of purchasing or otherwise acquiring certain obligations that represent part or all of the sales price of merchandise. Our subsidiaries that are so engaged rely on Section 3(c)(5)(A) of the U.S. Investment Company Act, which, as interpreted by the SEC staff, requires each such subsidiary to invest at least 55% of its assets in "notes, drafts, acceptances, open accounts receivable, and other obligations representing part or all of the sales price of merchandise, insurance, and services," which we refer to as the ICA Exception Qualifying Assets.

In a no-action letter, dated August 13, 2010, to our predecessor, the SEC staff promulgated an interpretation that royalty interests that entitle an issuer to collect royalty receivables that are directly based on the sales price of specific biopharmaceutical assets that use intellectual property covered by specific license agreements are ICA Exception

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Qualifying Assets under Section 3(c)(5)(A). We rely on this no-action letter for the position that royalty receivables relating to biopharmaceutical assets that we hold are ICA Exception Qualifying Assets under Section 3(c)(5)(A) and Section 3(c)(6), which is described below.

To ensure that we are not obligated to register as an investment company, we must not exceed the thresholds provided by the ICA 40% Test. For purposes of the ICA 40% Test, the term investment securities does not include U.S. government securities or securities issued by majority-owned subsidiaries that are not themselves investment companies and are not relying on Section 3(c)(1) or Section 3(c)(7) of the U.S. Investment Company Act, such as majority-owned subsidiaries that rely on Section 3(c)(5)(A). We also may rely on Section 3(c)(6), which, based on SEC staff interpretations, requires us to invest, either directly or through majority-owned subsidiaries, at least 55% of our assets in, as relevant here, businesses relying on Section 3(c)(5)(A). Therefore, the assets that we and our subsidiaries hold and acquire are limited by the provisions of the U.S. Investment Company Act and the rules and regulations promulgated thereunder.

If the SEC or its staff in the future adopts a contrary interpretation to that provided in the no-action letter to our predecessor or otherwise restricts the conclusions in the SEC staff's no-action letter such that royalty interests are no longer treated as ICA Exception Qualifying Assets for purposes of Section 3(c)(5)(A) and Section 3(c)(6), or the SEC or its staff in the future determines that the no-action letter does not apply to some or all types of royalty receivables relating to biopharmaceutical assets, our business will be materially and adversely affected. In particular, we would be required either to convert to a corporation formed under the laws of the United States or a state thereof (which would likely result in our being subject to U.S. federal corporate income taxation) and to register as an investment company, or to stop all business activities in the United States until such time as the SEC grants an application to register us as an investment company formed under non-U.S. law. It is unlikely that such an application would be granted and, even if it were, requirements imposed by the Investment Company Act, including limitations on our capital structure, our ability to transact business with affiliates and our ability to compensate key employees, could make it impractical for us to continue our business as currently conducted. Our ceasing to qualify for an exemption from registration as an investment company could materially and adversely affect the value of our Class A ordinary shares and our ability to pay dividends in respect of our Class A ordinary shares.

The equity performance awards payable to an affiliate of the Manager may create incentives that are not fully aligned with the interests of our shareholders.

Subject to certain conditions, at the end of each fiscal quarter, an affiliate of the Manager is entitled to a distribution in the form of equity from RP Holdings in respect of each portfolio equal to 20% of the Net Economic Profit (defined as the aggregate cash receipts for all new portfolio investments in such portfolio less Total Expenses (defined as interest expense, operating expense and recovery of acquisition cost in respect of such portfolio)) for such portfolio for the applicable measuring period (the "Equity Performance Awards"). The right to Equity Performance Awards may create an incentive for the Manager to make riskier or more speculative asset acquisitions. In addition, the Manager may cause us to incur more debt, finance additional asset acquisitions or otherwise use more leverage in connection with asset acquisitions, as generally the use of leverage can increase the rate of return on an investment and therefore our profits. Under certain circumstances, the use of borrowed money may pose higher risks for our business or increase the likelihood of default, which would disfavor our shareholders. In addition, there is no correlation between our profits and the obligation of our board of directors to pay dividends to shareholders. Consequently, shareholders may receive limited or no dividends while an affiliate of the Manager remains entitled to Equity Performance Awards based on our Net Economic Profit. In addition, even though Equity Performance Awards are payable on a portfolio-by-portfolio basis (with portfolios comprised of investments made during sequential two-year periods) in order to reduce the risks that affiliates of the Manager will be paid Equity Performance Awards on individual investments even though our overall portfolio of investments is not performing well, Equity Performance Awards may nevertheless be payable to affiliates of the Manager when our overall portfolio of investments is not performing as well as the individual portfolios that are used as the basis for measuring the Equity Performance Awards.

Our board of directors may make decisions with respect to the cash generated from our operations that may result in no dividends paid to our shareholders or no repurchases made of our ordinary shares.

Our board of directors is under no obligation to pay dividends, make distributions or repurchase our ordinary shares and it may decide to use cash to fund asset acquisitions or operations in lieu of paying dividends, making distributions or repurchasing our ordinary shares. We will pay Equity Performance Awards to an affiliate of the Manager based on our Net Economic Profit regardless of whether any dividends are paid to our shareholders or any ordinary shares are repurchased. Our board of directors' decisions with respect to our cash may result in no dividends to our shareholders and no ordinary shares repurchased. Furthermore, our board of directors' decisions with respect to dividends or repurchases of ordinary shares may adversely affect the market price of our Class A ordinary shares. In the event that If we generate positive income, but pay limited or no dividends, holders of Class A ordinary shares may, if they have made certain elections for U.S. federal income tax purposes with respect to their Class A ordinary shares, have a tax liability on our income in excess of the actual cash dividends received by such holders. If our board of directors decides to approve limited or no dividends or repurchases of ordinary shares, the primary remedy for holders of Class A ordinary shares will be to sell their shares at the prevailing market price, including at a loss, which may be low due to unfavorable or inconsistent dividends or repurchases of our ordinary shares.

The royalties that we acquire may fall outside the biopharmaceutical industry, and any such assets, and the cash flows therefrom, may not resemble the assets in our current portfolio.

We have discretion as to the types of assets that we may acquire. While we expect the Manager to acquire assets that primarily fall within the biopharmaceutical industry, we are not obligated to do so and may acquire other types of assets that are peripheral to or outside of the biopharmaceutical industry. Consequently, our asset acquisitions in the future, and the cash flows from such assets, may not resemble those of the assets in our current portfolio. We and the Manager may have limited experience acquiring assets that are peripheral to or outside of the biopharmaceutical industry. There can be no assurance that assets acquired in the future will have returns similar to the returns expected of the assets in our current portfolio or be profitable at all.

The Manager may be the subject of a change of control resulting in a disruption in our operations that could adversely affect our business, financial condition and or results of operations.

There could be a change of control of the Manager and, in such a case, the new controlling party may have a different philosophy, employ less experienced advisory professionals, be unsuccessful in identifying asset royalty acquisition opportunities or have a track record that is not as successful as that of the Manager prior to such a change of control. Manager. If the foregoing were to occur, we could experience difficulty in making new asset acquisitions, and the value of our existing assets, our business, financial condition and or results of operations could materially suffer.

The Manager's liability is limited under the Management Agreement, and we have agreed to indemnify the Manager against certain liabilities. As a result, we could experience unfavorable operating results or incur losses for which the Manager would not be liable.

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The Manager does not assume any responsibility other than to render the services called for under the Management Agreement. The Manager and its affiliates (including RPI EPA Holdings, LP ("EPA Holdings")) and their respective officers, directors, equity holders, members, employees, agents and partners, and any other person who is entitled to indemnification (each, an "Indemnitee") is not liable to us, any subsidiary of ours, our directors, our shareholders or any subsidiary's shareholders or partners for acts or omissions performed in accordance with to the Management Agreement, except those resulting from acts constituting fraud, bad faith, willful misconduct, gross negligence (as interpreted under New York law) and a material breach of the Management Agreement that is not cured or a violation of applicable securities laws.

In addition, to the fullest extent permitted by law, we have agreed to indemnify the Indemnitees from and against any and all claims, liabilities, damages, losses, penalties, actions, judgments, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated that are incurred by any Indemnitee or to which such Indemnitee may be subject by reason of its activities on behalf of us or any of our subsidiaries to the extent that such Indemnitee's conduct did not constitute fraud, bad faith, willful misconduct, gross negligence (as interpreted under New York law), material breach of the Management Agreement that is not cured or a violation of applicable securities laws. As a result, we could experience unfavorable operating results or incur losses for which the Manager would not be liable.

Operational risks may disrupt our businesses, result in losses or limit our growth.

We rely heavily on the Manager's financial, accounting, information and other data processing systems and cloud computing services, as well as those of our current and future collaborators, contractors or consultants. Such systems are vulnerable to damage or interruption from computer viruses, data corruption, cyber-based cyber-related attacks, unauthorized access, natural disasters, pandemics, such as the COVID-19 pandemic, terrorism, war and telecommunication and electrical failures. If any of these events occur and such systems do not operate properly or are disabled or if there is any unauthorized disclosure of data, whether as a result of tampering, a breach of network security systems, a cyber-incident cybersecurity vulnerability or attack or otherwise, we could suffer substantial financial loss, increased costs, a disruption of our business, loss of trade secrets or other proprietary information, liability to us, regulatory intervention or reputational damage.

Furthermore, federal, state and international laws and regulations relating to data privacy and protection, such as the European Union's General Data Protection Regulation, which took effect in May 2018, and the California Consumer Privacy Act, which took effect in January 2020, can expose us to enforcement actions and investigations by regulatory authorities, and potentially result in regulatory penalties and significant legal liability, if our information technology security efforts or data privacy and protection compliance efforts fail. In addition, we operate a business that is highly dependent on information systems and technology. The Manager's information systems and technology may not continue to be able to accommodate our growth, and the cost of maintaining such systems may increase. Such a failure to accommodate growth, or an increase in costs related to such information systems, could adversely affect our business, financial condition and or results of operations.

A disaster or a disruption in the public infrastructure that supports our business, including a disruption involving electronic communications or other services used by us or third parties with whom we conduct business, could adversely affect our ability to continue to operate our business without interruption. Our disaster recovery programs and those of the Manager may not be sufficient to mitigate the harm that may result from such a disaster or disruption. In addition, insurance and other safeguards might only partially reimburse us for our losses, if at all.

In addition, sustaining our growth may require us or the Manager to commit additional management, operational and financial resources to identify new professionals to join the team and to maintain appropriate operational and financial systems to adequately support expansion. Due to the fact that Since the market for hiring talented professionals is competitive, we may not be able to grow at the pace we desire.

We are subject to the U.K. Bribery Act, the U.S. Foreign Corrupt Practices Act and other anti-corruption laws, as well as export control laws, import and customs laws, trade and economic sanctions laws and other laws governing our operations.

Our operations are subject to anti-corruption laws, including the U.K. Bribery Act 2010 ("Bribery Act"), the U.S. Foreign Corrupt Practices Act of 1977, as amended the ("FCPA"), the U.S. domestic bribery statute contained in 18 U.S.C. §201, the U.S. Travel Act, and other anti-corruption laws that apply in countries where we do business. The Bribery Act, the FCPA and these other laws generally prohibit us and our employees and intermediaries from authorizing, promising, offering, or providing, directly or indirectly, improper or prohibited payments, or anything else of value, to government officials or other persons to obtain or retain business or gain some other business advantage. Under the Bribery Act, we may also be liable for failing to prevent a person associated with us from committing a bribery offense. We and the marketers of products that generate our royalties operate in a number of jurisdictions that pose a high risk of potential Bribery Act or FCPA violations, and we participate in collaborations and relationships with third parties whose corrupt or illegal activities could potentially subject us to liability under the Bribery Act, FCPA or local anti-corruption laws, even if we do not explicitly authorize or have actual knowledge of such activities. In addition, we cannot predict the nature, scope or effect of future regulatory requirements to which our international operations might be subject or the manner in which existing laws might be administered or interpreted.

We are also subject to other laws and regulations governing our international operations, including regulations administered by the governments of the United Kingdom and the United States, and authorities in the European Union, including applicable export control regulations, economic sanctions and embargoes on certain countries and persons, anti-money laundering laws, import and customs requirements and currency exchange regulations, collectively referred to as the "Trade Control laws."

There is no assurance that we will be completely effective in ensuring our compliance with all applicable anti-corruption laws, including the Bribery Act, the FCPA or other legal requirements, including Trade Control laws. If we are not in compliance with the Bribery Act, the FCPA and other anti-corruption laws or Trade Control laws, we may be subject to criminal and civil penalties, disgorgement and other sanctions and remedial measures, and legal expenses, which could have an adverse impact on our business, financial condition, results of operations and liquidity. Likewise, any investigation of any potential violations of the Bribery Act, the FCPA, other anti-corruption laws or Trade Control laws by the United Kingdom, United States or other authorities could also have an adverse impact on adversely affect our reputation, our business, financial condition and or results of operations.

Efforts to ensure that our business arrangements with third parties will comply with applicable healthcare laws and regulations will involve substantial costs. Because of the breadth of these laws and the narrowness of the statutory exceptions and safe harbors available, it is possible that some of our business activities or our business arrangements with third parties could be subject to challenge under one or more of such laws. It is possible that governmental authorities will conclude that our business practices or the business practices of the marketers of products that generate our royalties may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations or the operations of the marketers of products that generate are royalties are found to be in violation of any of these laws or any other governmental regulations, we or marketers of products that generate our royalties may be subject to significant criminal, civil and administrative sanctions, including monetary penalties, damages, fines, disgorgement, individual imprisonment and exclusion from participation in government-funded healthcare programs, such as Medicare and

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Medicaid, additional reporting requirements and oversight if we or marketers of products that generate our royalties become subject to a corporate integrity agreement or similar agreement to resolve allegations of non-compliance with these laws, reputational harm, and we or marketers of products that generate our royalties may be required to curtail or restructure operations, any of which could adversely affect our ability to operate our business and our results of operations.

The risk of our being found in violation of these laws is increased by the fact that many of them have not been fully interpreted by the regulatory authorities or the courts, and their provisions are open to a variety of interpretations. Any action against us for violation of these laws, even if we successfully defend against it, could cause us to incur significant legal expenses and divert our management's attention from the operation of our business. The shifting compliance environment and the need to build and maintain robust and expandable systems to comply with multiple jurisdictions with different compliance or reporting requirements increases the possibility that a healthcare company may run afoul of one or more of the requirements.

The EU directive on alternative investment fund managers (the "AIFM Directive") may significantly increase our compliance costs.

The AIFM Directive has been implemented into the national law of the majority of member states of the European Economic Area and the United Kingdom (each an "AIFM state"). The AIFM Directive sets out minimum conditions related to the marketing of interests in alternative investment funds (such as our Class A ordinary shares) in the AIFM states and may impact our ability to attract investors in the AIFM states and may significantly increase our and the Manager's compliance costs. Such conditions include requirements for us to register with the competent authority in the relevant AIFM state in order to market the Class A ordinary shares to investors, requirements to file periodic reports with the competent authority in the relevant AIFM state and requirements to comply with disclosure and reporting obligations in respect of investors in the relevant AIFM state. Such reports and disclosures may become publicly available. While such conditions are met in relation to the AIFM states where our Class A ordinary shares will be marketed, there can be no guarantee that this will continue to be the case. The AIFM Directive does not, however, prohibit an investor in such AIFM state from subscribing for our Class A ordinary shares at their own initiative in circumstances where such Class A ordinary shares have not been marketed in such AIFM state and we may issue our Class A ordinary shares to such investors, as long as they have provided us and the Manager with representations that they have done so at their own initiative.

In each AIFM state, our Class A ordinary shares may only be offered to investors in accordance with local measures implementing the AIFM Directive. Investors, together with any person making or assisting in the decision to invest in us, who are situated, domiciled or who have a registered office, in an AIFM state where our Class A ordinary shares are not being offered pursuant to private placement rules implementing the AIFM Directive may invest, or effect an investment in our Class A ordinary shares, but only in circumstances where they do so at their own initiative. Any investor acquiring our Class A ordinary shares at their own initiative in such AIFM state should note that as we have not been registered for marketing in that AIFM state, no reports will be filed with the competent authority in the relevant AIFM state by or in respect of us and no investor shall be entitled to receive any disclosure or report that is mandated in respect of an alternative investment fund being marketed pursuant to the AIFM Directive.

The United Kingdom implemented the AIFM Directive through the Alternative Investment Managers Regulations 2013 and the Financial Conduct Authority's Handbook. Following the United Kingdom's withdrawal the European Union and the expiration of the transitional period, the rules applicable to the marketing of interests in alternative investment funds in the United Kingdom and the other AIFM states remained largely aligned. However, there are now areas of divergence which are likely to grow as the United Kingdom seeks to adopt a new post-Brexit financial services regulatory regime. Such divergence may make it more time consuming and complex for us to market our Class A ordinary shares to investors in the United Kingdom and other AIFM states which, in turn, may significantly increase our and the Manager's compliance costs.

Risks Relating to Our Organization and Structure

We are a holding company with no operations and rely on our subsidiaries to provide us with the funds necessary to meet our financial obligations and to pay dividends.

We are a holding company with no material direct operations. Our principal asset is our controlling equity interest in RP Holdings. As a result, we are dependent on loans, dividends and other payments from our subsidiaries to generate the funds necessary to meet our financial obligations and to pay dividends or make distributions to our shareholders. Our subsidiaries are legally distinct from us and may be prohibited or restricted from providing loans, paying dividends or otherwise making funds available to us under certain conditions. If the cash we receive from our subsidiaries is insufficient for us to fund our financial obligations, we may be required to raise cash through the incurrence of debt, the issuance of equity or the sale of assets to fund. However, there is no assurance that we would be able to raise cash by these means. If the ability of any of our subsidiaries to pay dividends or make distributions or payments to us is materially restricted by regulatory or legal requirements, bankruptcy or insolvency, or our need to maintain our financial strength ratings, or is limited due to operating results or other factors, it could adversely affect our ability to meet our financial obligations and to pay dividends or make distributions to our shareholders.

Our structure will result in tax distributions as a result of the RP Holdings Class C Special Interest.

RP Holdings is treated as a partnership for U.S. federal income tax purposes and has owners that are subject to U.S. federal income taxation. RP Holdings is required to make cash distributions, or tax distributions, to the direct owner or beneficial owners of the RP Holdings Class C Special Interest, calculated using an assumed tax rate that is generally uniform for all recipients regardless of their tax status. Funds used by RP Holdings to satisfy its tax distribution obligations will not be available for reinvestment in our business. business, dividends or share repurchases.

Risks Relating to Our Ordinary Shares

The market price of our Class A ordinary shares has been and may in the future be volatile, which could cause the value of our shareholders' investment to decline.

The market price of our Class A ordinary shares has been and may be volatile and could be subject to wide fluctuations. Securities markets worldwide experience significant price and volume fluctuations. During the year ended December 31, 2022 December 31, 2023, the per share trading price of our Class A ordinary shares fluctuated from a low of $37.46 $26.21 to a high of $44.65. $39.40. Market volatility, as well as general economic, market or political conditions, could reduce the market price of Class A ordinary shares in spite of our operating performance. In addition to the factors discussed in this Annual Report on Form 10-K, our operating results could be below the expectations of public market analysts and investors due to a number of potential factors, including:

- market conditions in the broader stock market in general, or in our industry in particular;
- variations in our quarterly operating results or dividends to shareholders; shareholders or share repurchases;

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- additions or departures of key management personnel at the Manager;
- timing and rate of capital deployment, including relative to estimates;
- changes in our portfolio mix or acquisition strategy;
- failure to meet analysts' earnings estimates;
- publication of research reports about our industry;
- third-party healthcare reimbursement policies and practices;
- litigation and government investigations;
- changes or proposed changes in laws or regulations or differing interpretations or enforcement thereof affecting our business;
- no results, or projected results, from marketers of products that generate our royalties;
- results from, and any delays to, the clinical trial programs of development-stage product candidates underlying our biopharmaceutical assets or other issues relating to such products, including regulatory approval or commercialization;
- adverse market reaction to any indebtedness that we may incur or securities we may issue in the future;
- changes in market valuations of similar companies or speculation in the press or investment community;
- announcements by our competitors of significant contracts, acquisitions, dispositions, strategic partnerships, joint ventures or capital commitments;
- economic and political conditions or events, such as the COVID-19 pandemic, pandemics, inflation and rising interest rates volatility and global conflicts, including the Russia-Ukraine war; conflicts; and
- adverse publicity about us or the industries in which we participate or individual scandals.

These and other factors may cause the market price of and demand for our Class A ordinary shares to fluctuate significantly, which may limit or prevent our shareholders from reselling their Class A ordinary shares at or above the purchase price.

Stock markets in general have from time to time experienced extreme price and volume fluctuations, including in recent months. In addition, in the past, following periods of volatility in the overall market and the market price of a company's securities, securities class action litigation has often been instituted against public companies. This type of litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources.

Our Articles of Association provide that the courts of England and Wales will be the exclusive forum for the resolution of all shareholder complaints other than complaints asserting a cause of action arising under the Securities Act and the Exchange Act, and that the U.S. federal district courts will be the exclusive forum for the resolution of any shareholder complaint asserting a cause of action arising under the Securities Act and the Exchange Act.

Our Articles of Association provide that the courts of England and Wales will be the exclusive forum for resolving all shareholder complaints other than shareholder complaints asserting a cause of action arising under the Securities Act and the Exchange Act, and that the U.S. federal district courts will be the exclusive forum for resolving any shareholder complaint asserting a cause of action arising under the Securities Act and the Exchange Act. This choice of forum provision may limit a shareholder's ability to bring a claim in a judicial forum that such shareholder finds favorable for disputes with us or our directors, officers or other employees, which may discourage lawsuits. If a court were to find either choice of forum provision contained in our Articles of Association to be inapplicable or unenforceable, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our results of operations and financial condition.

U.S. investors may have difficulty enforcing civil liabilities against our company, our directors or members of senior management and the experts named herein.

We are a public limited company with our registered office in England and our subsidiaries are incorporated in various jurisdictions, including jurisdictions outside the United States. One of our directors is not a resident of the United States, and a substantial portion of our assets and the assets of this director are located outside the United States. As a result, it may be difficult for investors to effect service of process on this director in the United States or to enforce judgments obtained in U.S. courts against us or this director based on the civil liability provisions of the U.S. securities laws or otherwise. Even if shareholders are successful in bringing an action of this kind, the laws of England may render shareholders unable to enforce a judgment against our assets or the assets of our directors and executive officers. In addition, it is doubtful whether English courts would enforce certain civil liabilities under U.S. securities laws in original actions or judgments of U.S. courts based upon these civil liability provisions. In addition, awards of punitive damages in actions brought in the United States or elsewhere may be unenforceable in the United Kingdom. An award for monetary damages under the U.S. securities laws would likely be considered punitive if it does not seek to compensate the claimant for loss or damage suffered and is intended to punish the defendant. The enforceability of any judgment in the United Kingdom will depend on the particular facts of the case as well as the laws and treaties in effect at the time. The United States and the United Kingdom do not currently have a treaty providing for recognition and enforcement of judgments (other than arbitration awards) in civil and commercial matters. As a result of the above, shareholders may have more difficulty in protecting their interest through actions against our management, directors or other shareholders than they would as shareholders of a U.S. public company.

The rights of our shareholders may differ from the rights typically offered to shareholders of a U.S. corporation.

We are incorporated under English law. The rights of our shareholders are governed by English law, including the provisions of the Companies Act 2006 (the "U.K. Companies Act"), and by our Articles of Association. These rights differ in certain respects from the rights of shareholders in typical U.S. corporations.

The U.K. City Code on Takeovers and Mergers (the "Takeover Code") applies, among other things, to an offer for a public company whose registered office is in the United Kingdom (or the Channel Islands or the Isle of Man) and whose securities are not admitted to trading on a regulated market in the United Kingdom (or the Channel Islands or the

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Isle of Man) if the company is considered by the Panel on Takeovers and Mergers (the "Takeover Panel") to have its place of central management and control in the United Kingdom (or the Channel Islands or the Isle of Man). This is known as the "residency test." Under the Takeover Code, the Takeover Panel will determine whether we have our place of central management and control in the United Kingdom by looking at various factors, including the structure of our board of directors, the functions of the directors and where they are resident.

Given that our central management and control is situated outside the United Kingdom (or the Channel Islands or the Isle of Man), we do not anticipate that we will be subject to the Takeover Code. However, if at the time of a takeover offer, the Takeover Panel determines that we have our place of central management and control in the United Kingdom (or the Channel Islands or the Isle of Man), we would be subject to a number of rules and restrictions, including but not limited to the following: (i) our ability to enter into deal protection arrangements with a bidder would be extremely limited; (ii) we might not, without the approval of our shareholders, be able to perform certain actions that could have the effect of frustrating an offer, such as issuing shares or carrying out acquisitions or disposals; and (iii) we would be obliged to provide equality of information to all bona fide competing bidders.

Under English law, and whether or not we are subject to the Takeover Code, an offeror for us that has acquired (i) 90% in value of; and (ii) 90% of the voting rights carried by the shares to which the offer relates may exercise statutory squeeze-out rights to compulsorily acquire the shares of the non-assenting minority. However, if an offer for us is conducted by way of a scheme of arrangement the threshold for the offeror obtaining 100% of Company shares comprises two components (i) approval by a majority in number of each class of Company shareholders present and voting at the shareholder meeting; and (ii) approval of Company shareholders representing 75% or more in value of each class of Company shareholders present and voting at that meeting.

As an English public limited company, certain capital structure decisions will require shareholder approval, which may limit our flexibility to manage our capital structure.

We are a public limited company incorporated under the laws of England and Wales. English law provides that a board of directors may only allot shares (or rights to subscribe for or convert into shares) with the prior authorization of shareholders, such authorization stating the aggregate nominal amount of shares that it covers and valid for a maximum period of five years, each as specified in the articles of association or relevant shareholder resolution. We have obtained authority from our shareholders to allot additional shares for a period expiring on May 31, 2025, which authorization will need to be renewed upon expiration (i.e., at least every five years) but may be sought more frequently for additional five-year terms (or any shorter period).

English law also generally provides shareholders with preemptive rights when new shares are issued for cash. However, it is possible for the articles of association, or for shareholders to pass a special resolution at a general meeting, being a resolution passed by at least 75% of the votes cast, to disapply preemptive rights. Such a disapplication of preemptive rights may be for a maximum period of up to five years from the date of adoption of the articles of association, if the disapplication is contained in the articles of association, or from the date of the shareholder special resolution, if the disapplication is by shareholder special resolution. In either case, this disapplication would need to be renewed by our shareholders upon its expiration (i.e., at least every five years). We have obtained authority from our shareholders to disapply preemptive rights for a period expiring on May 31, 2025, which disapplication will need to be renewed upon expiration (i.e., at least every five years) to remain effective, but may be sought more frequently for additional five-year terms (or any shorter period).

English law prohibits us from repurchasing our shares by way of "off market purchases" without the prior approval of shareholders by ordinary resolution (i.e., majority of votes cast by our shareholders), and other formalities. Such approval may be for a maximum period of up to five years but may be sought more frequently. English law prohibits us from conducting "on market purchases" as our shares are listed on the NASDAQ and will not be traded on a recognized investment exchange in the United Kingdom.

Our shareholders approved the authorization of certain "off market purchases" that will expire five years from June 23, 2022 unless renewed by our shareholders prior to the expiration date. We cannot assure shareholders that situations will not arise where such shareholder approval requirements for any of these actions would deprive our shareholders of substantial capital management benefits.

The United Kingdom's withdrawal from the European Union and differing regulatory regimes may have a negative effect on global economic conditions, financial markets and our business, which could reduce the market price of our Class A ordinary shares.

The withdrawal of the United Kingdom from the European Union (commonly referred to as "Brexit") took effect on January 31, 2020. On December 30, 2020, Brexit has caused, and may continue to cause, uncertainty with respect to the future of the United Kingdom passed legislation giving effect to a trade Kingdom's economic and cooperation agreement, political relationship with the EU, which became effective on May 1, 2021. The trade and cooperation agreement covers the general objectives and framework of the relationship between the United Kingdom and the European Union, including as it related to trade, transport, visas, judicial, law enforcement which could increase taxes and security matters, costs of business and provides for continued participation cause heightened volatility in community programs currency exchange rates and mechanisms for dispute resolution. Notably, under interest rates. Brexit could also adversely affect the trade and cooperation agreement, U.K. service suppliers no longer benefit from automatic access to the entire EU single political, regulatory, economic or market U.K. goods no longer benefit from the free movement of goods and there is no longer the free movement of people between the United Kingdom and the European Union. Currently, the United Kingdom has implemented EU legislation on the marketing, promotion and sale of medicinal products through the Human Medicines Regulations 2012, as amended. The regulatory regime conditions in the United Kingdom, therefore mostly aligns with EU regulations, however it is possible that these regimes will diverge the European Union and worldwide, and could contribute to instability in future as the trade political institutions, regulatory agencies and cooperation agreement does not provide for mutual recognition of U.K. and EU pharmaceutical legislation. Brexit and its related effects financial markets, which in turn, could adversely affect our operations and the market price of our Class A ordinary shares.

If our Class A ordinary shares are not eligible for continued deposit and clearing within the facilities of DTC, then transactions in our securities may be disrupted.

The facilities of The Depository Trust Company ("DTC") are a widely-used mechanism that allow for rapid electronic transfers of securities between the participants in the DTC system, which include many banks and brokerage firms. While our Class A ordinary shares are eligible for deposit and clearing within the DTC system, DTC has discretion to cease to act as a depository and clearing agency for our Class A ordinary shares, including to the extent that any changes in U.K. law change the stamp duty or stamp duty reserve tax ("SDRT") position in relation to the Class A ordinary shares. If DTC determined that the Class A ordinary shares were not eligible for continued deposit and clearance within its facilities, our Class A ordinary shares may not be eligible for continued listing on the NASDAQ and trading in the Class A ordinary shares would be disrupted. While we would pursue alternative arrangements to preserve our listing and maintain trading, any such disruption could adversely affect the market price of our Class A ordinary shares and our access to the capital markets.

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The requirements of being a public company may strain our resources, divert management's attention and affect our ability to attract and retain qualified board members.

As a public company, we are subject to the reporting requirements of the Exchange Act, the requirements of the U.S. Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley Act"), and the requirements of the U.K. Companies Act and, if applicable, the Takeover Code. The requirements of these rules and regulations increase our legal and financial compliance costs, make some activities more difficult, time-consuming or costly and increase demand on our systems and resources.

We are obligated to file with the SEC annual and quarterly information and other reports that are specified in the Exchange Act, and therefore will need to have the ability to prepare financial statements that are compliant with all SEC reporting requirements on a timely basis. In addition, we are subject to other reporting and corporate governance requirements, including certain requirements of Nasdaq and certain provisions of the Sarbanes-Oxley Act and the regulations promulgated thereunder, which will impose significant compliance obligations upon us.

We are required to comply with Section 404 of the Sarbanes-Oxley Act, which requires management assessments of the effectiveness of internal control over financial reporting and disclosure controls and procedures. If we are unable to maintain effective internal control over financial reporting or disclosure controls and procedures, our ability to record, process and report financial information accurately and to prepare financial statements within required time periods could be adversely affected, which could subject us to regulatory consequences, including sanctions by the SEC, negatively affect investor confidence in our financial statements, restrict access to capital markets and adversely impact the market price of our Class A ordinary shares.

Our compliance with the requirements under the Exchange Act, the Sarbanes-Oxley Act, the U.K. Companies Act and, if applicable, the Takeover Code and the rules and regulations thereunder increases our legal and financial compliance costs and makes some activities more time consuming and costly. These rules and regulations have made it more difficult and more expensive for us to obtain directors' and officers' liability insurance, and we may in the future be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our board of directors or as executive officers. We may not be able to predict or estimate accurately the amount of additional costs we may incur or the timing of such costs.

Risks Relating to Taxation

Our structure involves complex provisions of tax law for which no clear precedent or authority may be available. Our structure also is subject to potential legislative, judicial or administrative change and differing interpretations, possibly on a retroactive basis.

Our tax treatment, including Irish, U.K. and U.S. federal income tax treatment, depends in some instances on determinations of fact and interpretations of complex provisions of applicable tax law for which no clear precedent or authority may be available. You should be aware that our tax position is not free from doubt, and that applicable tax rules are generally subject to ongoing review by legislative and administrative bodies and relevant tax authorities, as well as by the Organization for Economic Co-operation and Development ("OECD"), which is continuously considering recommendations for changes to existing tax rules. Furthermore, over 130 140 member jurisdictions of the G20/OECD Inclusive Framework have joined the Two-Pillar Solution to Address the Tax Challenges of the Digitalization of the Economy as part of the OECD's base erosion and profit sharing project ("BEPS"), which includes a reallocation of taxing rights among market jurisdictions and a global minimum tax rate of 15% ("Pillar Two"). As part of the ongoing release of Pillar Two rules by various jurisdictions, the Finance (No. 2) Act 2023 (the "UK Act") was enacted on July 11, 2023, and implements the OECD's BEPS Pillar Two income inclusion rule, including a multinational top-up tax and a domestic top-up tax to the minimum effective tax rate of 15% for accounting periods beginning on or after December 31, 2023. The UK Act also includes a transitional safe harbor election for accounting periods beginning on or before December 31, 2026. Similar legislation was enacted in Ireland on December 18, 2023 (the "Irish Act"). While we do not expect the Pillar Two rules to apply to us, there remains a risk that a tax authority in any relevant jurisdiction implementing Pillar Two could adopt or interpret legislation, statements or guidance in a manner that is inconsistent with our understanding of the UK Act, the Irish Act and OECD's BEPS Pillar Two model rules and associated commentary. As proposals to change tax laws and the implementation of the BEPS framework remain subject to further negotiation, we are currently unable to predict the extent to which any changes to tax laws, statutes, rules, regulations or ordinances will occur and, if so, the ultimate impact on our business. These review processes could result in revised interpretations of established concepts, statutory changes, revisions to regulations and other modifications and interpretations. No ruling will be sought from the relevant tax authority regarding any of the tax issues discussed herein, and no assurance can be given that the relevant tax authorities will not challenge any of our tax positions and that such challenge would not succeed. If any such position is successfully challenged, our tax reporting or tax liabilities could materially increase, which would adversely affect our profitability and cash flows.

There have been significant changes both made and proposed to international tax laws that increase the complexity, burden and cost of tax compliance for all multinational companies. We expect to continue to monitor these and other developments in international tax law.

We could be liable for significant taxes due to changes in our eligibility for certain income tax treaty benefits or challenges to our tax positions with respect to the application of income tax treaties.

Our subsidiaries expect to receive revenue from both U.S. and non-U.S. sources. We expect that our subsidiaries generally will be eligible for benefits under the applicable income tax treaties between Ireland and the jurisdictions where income is sourced. However, no assurances can be provided in this regard, and it is possible that a taxing authority could successfully assert that any of our subsidiaries does not qualify for treaty benefits as a result of its failure to satisfy the applicable requirements to be eligible to claim treaty benefits. If a taxing authority were to challenge our position regarding the application of an applicable income tax treaty, we could become subject to increased withholding taxes, and such taxes could be significant.

Specifically, with respect to certain U.S.-source income, we expect that our subsidiaries will be eligible for benefits under the U.S.-Ireland income tax treaty (the "Treaty"), and, under that Treaty, will not be subject to any U.S. withholding taxes on such U.S.-source payments. Our current treaty position with respect to U.S.-source payments relies in part on U.S. citizens or tax residents (as defined for purposes of the Treaty) owning, directly or indirectly, at least 50% of the beneficial interest in, or at least 50% of the aggregate vote and value of, each of our subsidiaries that earns U.S.-source income. Our treaty position is based on the current U.S. status of the majority of the existing indirect investors in RP Holdings and Old RPI. Subject to certain exceptions, the existing indirect U.S. investors in RP Holdings have the right to exchange their interests for our publicly traded Class A ordinary shares. Such publicly traded Class A ordinary shares could be further transferred on the public market to other persons. Therefore, it is possible that over time U.S. persons will own indirectly in the aggregate less than 50% of the interests in our subsidiaries. We currently expect that our Class A ordinary shares and other existing indirect interests in RP Holdings and Old RPI in the aggregate will continue to be owned in sufficient amount by U.S. citizens or tax residents, and that we will be able to establish such ownership, for purposes of satisfying the 50% ownership requirement under the Treaty. However, there is no assurance that RP Holdings and Old RPI will continue to be owned directly or indirectly by sufficient U.S. citizens or residents or that we will be able to establish to the IRS' satisfaction such ownership for purposes of satisfying the 50% U.S. ownership

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requirement under the Treaty. It is possible that if the indirect U.S. ownership in our subsidiaries becomes lower than 50% (or we cannot establish such ownership) we may in the future be able to qualify for another applicable exemption from U.S. withholding under the Treaty, but there can be no assurance in this regard. A substantial portion of our revenue is, and is expected to continue to be, derived from U.S.-source royalties. -sourced income, such as royalties, interest or "other income" for Treaty purposes. Therefore, if our subsidiaries failed to qualify for an exemption from U.S. withholding tax under the Treaty (by satisfying either the 50% U.S. ownership requirement or an alternative Treaty exemption) and such royalties types of income were subject to a 30% U.S. withholding tax, our financial position, profitability and cash flows could be adversely affected.

Furthermore, on August 25, 2016, the Irish Department of Finance announced that, in the context of the publication by the United States Treasury Department of a revised U.S. Model Income Tax Convention in February 2016, discussions have begun with the United States Treasury on updating certain elements of the Treaty. It is at this time not clear what elements of the Treaty may be updated, or when any such updates would go into effect. However, certain elements of the revised U.S. Model Income Tax Convention could, if included in an update to the Treaty, result in our subsidiaries being unable to qualify for the benefits of the Treaty or eliminate or reduce the benefits of the Treaty that otherwise would have been available to us. If our subsidiaries are unable to qualify for the benefits of the Treaty, or if any benefits of the Treaty that otherwise would have been available to us are eliminated or reduced, then all or a portion of our income may become subject to increased withholding taxes, and such taxes could be very significant and materially and adversely affect our financial position, profitability and cash flows.

If our subsidiaries are considered to be engaged in a U.S. trade or business, we could be liable for significant U.S. taxation.

In general, if a foreign corporation, such as Royalty Pharma plc, is considered to be engaged in a U.S. trade or business, such corporation's share of any income that is effectively connected with such U.S. trade or business will be subject to regular U.S. federal income taxation (currently imposed at a maximum rate of 21%) on a net basis and, potentially, an additional 30% U.S. "branch profits" tax on distributions attributable to income that is effectively connected with such U.S. trade or business. In addition, it is possible that such corporation could be subject to taxation on a net basis by state or local jurisdictions within the United States. We intend to conduct our activities, through our subsidiaries, such that no income realized by us will be effectively connected with the conduct of a U.S. trade or business or otherwise subject to regular U.S. federal income taxation on a net basis. If we are able to conduct our activities in this way, income or gains realized by us will not be subject to U.S. net federal income taxation. However, no assurance can be provided in this regard. The proper characterization of our income and gains for U.S. tax purposes is not certain, and it is possible that all or a portion of our income and gains could be characterized as income that is "effectively connected" with the conduct of a U.S. trade or business. If our income and gains were characterized as effectively connected with a U.S. trade or business, we would be subject to significant U.S. taxes plus interest and possible penalties, and our financial position, cash flows and profitability could be materially and adversely affected.

We expect to operate, and expect that RP Holdings will operate, so as to be treated solely as a resident of the U.K. for tax purposes, but changes to our management and organizational structure or to the tax residency laws of other jurisdictions where we operate may cause the relevant tax authorities to treat us or RP Holdings as also being a resident of another jurisdiction for tax purposes.

Under current U.K. tax law, a company that is incorporated in the U.K. is regarded as resident for tax purposes in the U.K. unless (i) it is concurrently treated as resident for tax purposes in another jurisdiction (applying the rules of that other jurisdiction for determining tax residency) that has a double tax treaty with the U.K. and (ii) there is a residency tie-breaker provision in that tax treaty which allocates tax residence to that other jurisdiction.

Based upon our anticipated management and organizational structure, we believe that we and RP Holdings should be regarded as tax resident solely in the U.K. However, because this analysis is highly factual and may depend on future changes in our management and organizational structure, as well as future changes in the tax residency laws of other jurisdictions where we operate, there can be no assurance regarding the determination of our tax residence in the future.

As U.K. tax resident companies, we and RP Holdings will be subject to U.K. corporation tax on our worldwide taxable profits and gains. Should we (or RP Holdings) be treated as resident in a jurisdiction other than the U.K., we (or RP Holdings, as applicable) could be subject to taxation in that jurisdiction and may be required to comply with a number of material and formal tax obligations, including withholding tax or reporting obligations provided under the relevant tax law, which could result in additional costs and expenses.

We believe that we should not be subject to material U.K. corporation tax in respect of certain profits of our non-U.K. tax resident subsidiaries as a result of the U.K.'s "controlled foreign companies" rules but it cannot be guaranteed that this will continue to be the case.

As U.K. tax resident companies, we and RP Holdings will be subject to the U.K.'s "controlled foreign companies" rules (the "U.K. CFC Rules"). The U.K. CFC Rules, broadly, can impose a charge to U.K. tax on U.K. tax resident companies that have, alone or together with certain other persons, interests in a non-U.K. tax resident company (the "Controlled Foreign Company") which is controlled by a U.K. person or persons. The charge under the U.K. CFC Rules applies by reference to certain types of chargeable profit arising to the Controlled Foreign Company, whether or not that profit is distributed, subject to specific exemptions. The types of profits of a Controlled Foreign Company that can potentially be subject to a U.K. corporation tax charge under the U.K. CFC Rules include business profits of the Controlled Foreign Company that are attributable to assets or risks that are managed by activities in the U.K., or certain finance profits of the Controlled Foreign Company that arise from capital or other assets contributed, directly or indirectly, to the Controlled Foreign Company from a connected U.K. tax resident company.

Certain non-U.K. entities in which we hold a greater than 25% interest, including RPI 2019 ICAV (which is Irish tax resident) and Old RPI (which is Irish tax resident and which is held indirectly by us through our participation in RP Holdings), will be Controlled Foreign Companies for U.K. tax purposes. We and RP Holdings will therefore be required to apply the CFC Rules in respect of our direct and indirect interests in these entities on an ongoing basis. We do not expect material U.K. corporation tax charges to arise under the U.K. CFC Rules in respect of our royalty assets or our financing arrangements, however no assurances can be given that this will continue to be the case. The U.K. CFC Rules are highly complex and fact-dependent, and changes to, or adverse interpretations of, these rules, or changes in the future activities of RPI 2019 ICAV or other non-U.K. companies in which we hold an interest, directly or indirectly, may alter this position and could impact our group's effective tax rate.

We believe that dividends received by us and RP Holdings should be exempt from U.K. corporation tax, but it cannot be guaranteed that this will continue to be the case.

U.K. tax resident companies are subject to U.K. corporation tax on receipt of dividends or other income distributions in respect of shares held by them, unless those dividends or other distributions fall within an exempt class. We believe that dividends received by us from RP Holdings, and dividends received by RP Holdings from RPI 2019 ICAV, should fall within such an exempt class and therefore should not be subject to U.K. corporation tax. However, a number of conditions must be met in order for such dividends to qualify for this tax exemption, including (in respect of dividends paid by RPI 2019 ICAV, which are is tax resident in Ireland) conditions relating to the application of Irish tax law. As such, it

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cannot be guaranteed that these conditions for the U.K. tax exemption in respect of distributions will continue at all times to be satisfied. If distributions received by us or by RP Holdings were not to fall within an exempt class, such distributions would likely be subject to U.K. corporation tax at the then prevailing corporation tax rate.

Even where distributions fall within an exempt class, certain anti-avoidance and recharacterization rules may also apply. For instance, if RPI 2019 ICAV were to constitute an "offshore fund" for U.K. tax purposes that has at any time in an accounting period more than 60% by market value of its investments in debt securities, money placed at interest (other than cash awaiting investment), certain contracts for differences, or in holdings in other offshore funds with, broadly, more than 60% of their investments similarly invested, RP Holdings' shareholding in RPI 2019 ICAV may be subject to U.K. corporation tax as a deemed "loan relationship", with the result that dividends received by RP Holdings from RPI 2019 ICAV could be subject to U.K. tax as deemed interest and RP Holdings may be subject to U.K. corporation tax on increases in the fair market value of its shareholding in RPI. The term "offshore fund" is defined for U.K. tax purposes through a characteristics-based approach and, broadly, can include arrangements constituted by a non-U.K. resident body corporate in which a reasonable investor would expect to be able to realize their investment entirely, or almost entirely, by reference to net asset value. We believe and have been advised that RP Holdings' shareholding in RPI 2019 ICAV should not fall within these rules, however no guarantee can be offered that this will continue to be the case. Changes to, or adverse interpretations of, the offshore funds rules, or changes in the nature of our investments, may alter this position and could impact our group's effective rate.

We expect to be classified as a PFIC for U.S. federal income tax purposes, which could subject U.S. holders of our Class A ordinary shares to adverse U.S. federal income tax consequences. Distributions that we pay to individual and other non-corporate U.S. holders will not be eligible for taxation at reduced rates, which could potentially adversely affect the value of our Class A ordinary shares.

We generally expect that our income, which consists primarily of passive income, and our assets, which consist primarily of assets that produce passive income, will result in our treatment as a PFIC for the current taxable year and future taxable years. We intend to annually furnish U.S. holders a "PFIC Annual Information Statement" with the information required to allow shareholders to make a qualified electing fund ("QEF") election for United States federal income tax purposes on our website. U.S. holders who do not make a QEF election with respect to us or a mark-to-market election with respect to our Class A ordinary shares will be subject to potentially material adverse tax consequences, including (i) the treatment of any gain on disposition of our Class A ordinary shares as ordinary income and (ii) the application of a deferred interest charge on such gain and the receipt of certain distributions on our Class A ordinary shares. In addition, regardless of whether a QEF or mark-to-market election is made with respect to us, U.S. holders will be required to file an annual report on IRS Form 8621 containing such information with respect to its interest in a PFIC as the IRS may require. Failure to file IRS Form 8621 for each applicable taxable year may result in substantial penalties and result in audit by the IRS. Further, if we are a PFIC for any taxable year during which a U.S. holder owns our Class A ordinary shares, we generally would continue to be treated as a PFIC with respect to that U.S. holder for all succeeding years during which such person holds our Class A ordinary shares, even if we ceased to meet the threshold requirements for PFIC status, unless the U.S. holder makes a special "purging" election on IRS Form 8621. The effect of these adverse tax consequences could adversely affect our U.S. shareholders and make investment in our Class A ordinary shares less attractive to U.S. investors.

Distributions made to non-corporate U.S. holders will not be eligible for taxation at reduced tax rates generally applicable to dividends paid by certain U.S. corporations and "qualified foreign corporations" because of our status as a PFIC. The more favorable rates applicable to qualifying corporate dividends could cause individuals to perceive investment in our Class A ordinary shares to be less attractive than investment in the shares of other corporations because of our PFIC status, and this perception could adversely affect the value of our Class A ordinary shares.

General Risk Factors

Cyber-attacks Cybersecurity vulnerabilities or other failures in telecommunications or information technology systems could result in information theft, data corruption and significant disruption of our business operations.

We utilize information technology systems

Cybersecurity vulnerabilities, threats, computer viruses and networks to process, transmit more sophisticated and store electronic information in connection with our business activities. As targeted cyber-related attacks (such as the recent increasing use of digital technologies has increased, cyber incidents, including deliberate attacks "ransomware" and attempts to gain unauthorized access to computer systems phishing attacks), as well as cybersecurity failures resulting from human error, catastrophic events (such as fires, floods, hurricanes and networks, have increased in frequency tornadoes), and sophistication. These threats technological errors, pose a risk to the security of our systems and networks data. An attack could result in security breaches, theft, lost or corrupted data, misappropriation of sensitive, confidential or personal data or information, loss of trade secrets and the confidentiality, availability commercially valuable information, operating downtimes and integrity operational disruptions. We attempt to mitigate these risks by employing a number of our data. We measures, including employee training, monitoring and testing, and maintenance of protective systems and contingency plans, but we have been subject to these attackscybersecurity vulnerabilities in the past and expect to be subject to them in the future. There can be no assurance that we will be successful in preventing cyber-attackscybersecurity vulnerabilities or mitigating their effects. Any cyber-attack cyber-related attack or destruction failure or loss of data could adversely affect our business. In addition, we may suffer reputational harm or face litigation as a result of cyber-attacks cyber-related attacks or other data security breaches and may incur significant additional expense to implement further data protection measures.

We rely on information technology systems and networks, including cloud and third-party service providers, to process, transmit and store electronic information in connection with our business activities. These information technology systems and networks may be susceptible to damage, disruptions or shutdowns due to failures during the process of upgrading or replacing software, databases or components, power outages, hardware failures or computer viruses. If these information technology systems suffer severe damage or disruption and the issues are not resolved in a timely manner, our business, financial condition or operations could be adversely affected.

In addition, the use of artificial intelligence-based software (including machine learning) is increasingly being used in our industry. As with many developing technologies, artificial intelligence-based software presents risks that could affect its further development, adoption, and use, and therefore our business. For example, algorithms may be flawed; data sets may be insufficient, of poor quality, or contain biased information; and inappropriate or controversial data practices by data scientists, engineers, and end-users could impair results. If artificial intelligence ("AI") applications assist in producing deficient or inaccurate analyses, we could be subjected to competitive harm, potential legal liability or reputational harm. AI algorithms may use third-party information with unclear intellectual property rights or interests. If we do not have sufficient rights to use the data or other material or content on which any AI solutions we use rely, we may incur liability through the violation of applicable laws and regulations, third-party intellectual property, privacy or

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other rights, or contracts. Because AI technology itself is highly complex and rapidly developing, it is not possible to predict all of the legal, operational or technological risks that may arise relating to the use of AI.

Collaborators, other contractors or consultants in use today or in the future are vulnerable to damage or interruption from thesecybersecurity vulnerabilities, other failures in information systems and artificial intelligence-based software risks. If such an event were to occur in the future and cause interruptions in their operations, it could result in a disruption of their development and commercialization programs and business operations, whether due to a loss of trade secrets or other proprietary information or other similar disruptions. To the extent that any disruption or security breach were to result in a loss of, or damage to, a counterparties' data or applications, or inappropriate disclosure of confidential or proprietary information, our partners' operations may be harmed and the development and commercialization of their products, development-stage product candidates and technologies could be delayed. Such an event may reduce the amount of cash flow generated by the related biopharmaceutical products and therefore adversely affect our business, financial condition and results of operations.

Changes in the application of accounting standards issued by the U.S. Financial Accounting Standards Board or other standard-setting bodies may adversely affect our financial statements.

Our financial statements are prepared in accordance with GAAP, which are periodically revised, interpreted or expanded. From time to time, we are required to adopt new or revised accounting standards issued by recognized authoritative bodies. It is possible that future accounting standards we are required to adopt may require changes to the current accounting treatment that we apply to our consolidated financial statements and may require us to make significant changes to our systems. Such changes could adversely affect our financial condition and or results of operations.

COVID-19, or the future outbreak of any other infectious or contagious diseases, could adversely affect our results of operations, financial condition and cash flows.

The outbreak of COVID-19 and its variants has severely impacted global economic activity and caused significant volatility and negative pressure in financial markets. COVID-19 and other future health outbreaks and pandemics could lead to quarantines, mandating business and school closures and restricting travel, or trigger global economic slowdowns or global recessions. COVID-19 or another pandemic could adversely affect us due to, among other factors:

- a general decline in business activity;
- the destabilization of the markets could negatively impact our partners in the biopharmaceutical industry and the sales of products generating our royalties;
- difficulty accessing the capital and credit markets on favorable terms, or at all, and a severe disruption and instability in the global financial markets, or deteriorations in credit and financing conditions which could affect our access to capital necessary to fund business operations or address maturing liabilities on a timely basis;
- the potential negative impact on the health of our Manager's highly qualified personnel, especially if a significant number of them are impacted;
- a deterioration in our ability to ensure business continuity during a disruption;
- interruptions, shortages, delivery delays and potential discontinuation of supply to our partners, which could (i) delay the clinical trials of the development-stage product candidates underlying our assets and result in a loss of our market share for products generating our royalties or development-stage product candidates underlying our assets, if approved, and (ii) hinder our partners' ability to timely distribute products generating our royalties and satisfy customer demand;
- travel restrictions, shelter-in-place policies or restrictions and other disruptions, which could cause or continue to cause delays and other direct impacts at our partners' manufacturing sites, which could impact the ability of our partners to manufacture development-stage product candidates underlying our biopharmaceutical assets and products generating our royalties; and
- potential interruptions to our partners' clinical trial programs of development-stage product candidates underlying our biopharmaceutical assets, including: (i) the potential diversion of healthcare resources away from the conduct of clinical trials to focus on pandemic concerns; (ii) changes in hospital or research institution policies or government regulations, which could delay or adversely impact our partners' ability to conduct their clinical trials; and (iii) pauses to or delays of trial procedures (particularly any procedures that may be deemed non-essential), patient dosing, shipment of our partners' development-stage product candidates, distribution of clinical trial materials, study monitoring, site inspections and data analysis due to reasons related to the pandemic, each of which could cause or continue to cause a disruption or delay to the development or the approval of development-stage product candidates underlying our biopharmaceutical assets.

To date, certain marketers of some of our portfolio products have commented that the performance of these products have been impacted by the COVID-19 pandemic. However, the COVID-19 pandemic has not resulted in a material effect to our results of operations and liquidity and we do not believe it is reasonably likely to in the future. Nevertheless, COVID-19 and other future health outbreaks and pandemics present material uncertainty which could adversely affect our results of operations, financial condition and cash flows.

Legal claims and proceedings could adversely affect our business.

We may be subject to a wide variety of legal claims and proceedings. Regardless of their merit, these claims can require significant time and expense to investigate and defend. Since litigation is inherently uncertain, there is no guarantee that we will be successful in defending ourselves against such claims or proceedings, or that our assessment of the materiality of these matters, including any reserves taken in connection therewith, will be consistent with the ultimate outcome of such matters. The resolution of, or increase in the reserves taken in connection with, one or more of these matters could adversely affect our business, financial condition and or results of operations.

ESG Corporate responsibility matters and any related reporting obligations may impact our business.

U.S. and international regulators, investors and other stakeholders are increasingly focused on ESG corporate responsibility matters. For example, new U.S. and international laws and regulations relating to ESG corporate responsibility matters, including human capital, diversity, sustainability, climate change and cybersecurity, are under consideration or being adopted, which may include specific, target-driven disclosure requirements or obligations. Our response will require additional investments and implementation of new

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practices and reporting processes, all entailing additional compliance risk. In addition, we have announced a number of ESG corporate responsibility initiatives and goals, which will require ongoing investment, and there is no assurance that we will achieve any of these goals or that our initiatives will achieve their intended outcomes. Perceptions of our efforts to achieve these goals often differ widely and present risks to our reputation. Any harm to our reputation resulting from our focus on corporate responsibility matters and goals or our failure or perceived failure to meet such goals could impact employee retention, the willingness of our partners to do business with us, or investors' willingness to purchase or hold our ordinary shares, any of which could adversely affect our business, financial condition and results of operations. In addition, our ability to implement some initiatives or achieve some goals is dependent on external factors. For example, our ability to meet certain sustainability goals or initiatives may depend in part on third-party collaboration, mitigation innovations or the availability of economically feasible solutions.

Item 1B. UNRESOLVED STAFF COMMENTS

None.

Item 1C. CYBERSECURITY

Risk Management and Strategy

We have a dedicated team focused on cybersecurity and we maintain a cybersecurity program designed to protect our systems, technology infrastructure, operations and the data entrusted to us by our employees and counterparties. Our cybersecurity program is led by our Chief Technology Officer, who is a part of our senior leadership team and works closely with our team to develop and advance our cybersecurity strategy and regularly reports to our board of directors and the audit committee of our board of directors on cybersecurity matters.

Cybersecurity threats are assessed as part of our enterprise risk management assessments. Our cybersecurity strategy includes procedures for identifying material cybersecurity risks, prioritizing risks and analyzing risk mitigation. Our cybersecurity strategy also includes developing and implementing policies and procedures, escalating any issues as necessary that present a material risk and ensuring that all employees have sufficient cybersecurity training. We have engaged consultants and other third parties in connection with our enterprise risk management assessments, including with respect to cybersecurity.

We conduct regular testing to identify vulnerabilities before they can be exploited by attackers. We examine and validate our program with third parties, measuring it against industry standards and established frameworks to help identify areas for focus, improvement and compliance. We have comprehensive plans to ensure that any non-routine events are properly escalated. These plans are validated through cyber incident exercises to consider the types of decisions that would need to be made in the event of a cyber incident. We have engaged in scenario planning exercises around cyber incidents with cybersecurity consultants in this process.

Our security awareness platform aims to reduce vulnerabilities in our systems if they are the target of phishing or social engineering through simulations of attacks coupled with employee training. We assess third party vendors who have access to our data or systems to measure their adherence to relevant industry practices and standards, including due diligence and monitoring compliance with security assessments.

In 2023, we did not identify any risks from cybersecurity threats, including as a result of any previous cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us, including our business strategy, results of operations or financial condition. Despite our efforts, we cannot eliminate all risks from cybersecurity threats, or provide assurance that we have not experienced an undetected cybersecurity incident. For more information about these risks, please see "Risk Factors—Cybersecurity vulnerabilities or other failures in information systems could result in information theft, data corruption and significant disruption of our business operations."

Governance

The board of directors has adopted a Cyber Security and Personal Data Breach Policy in order to reflect the importance of appropriate security, processes and procedures to the protection of data and assets, and in an effort to establish a foundation for successful protection against cyber-crime and to minimize any potential negative impacts of a successful cyber-attack. Our cybersecurity program is overseen by our Chief Technology Officer who reports directly to our Chief Executive Officer and periodically briefs the audit committee and the board of directors on our cybersecurity program and cybersecurity issues. Our Chief Technology Officer has over 25 years of professional experience in various roles across multiple industries involving leading strategic technology initiatives. Several of our directors have experience with managing and mitigating cybersecurity and technology risks, which provides our board of directors with insight into such risks and aid in overseeing our information security, operations and systems, as well as our continuing investment in and development of our cybersecurity program. The board of directors receives updates or training, as necessary, on cybersecurity issues from management, experts and legal advisors, as required. The audit committee is responsible for overseeing our enterprise risk management program, which includes consideration of technology and cybersecurity risks. The audit committee receives updates about the results of assessments conducted by outside advisors who provide independent assessments of our technology systems.

Item 2. PROPERTIES

Our executive offices are located at 110 East 59th Street, New York, NY 10022, and are provided by the Manager. We believe that our office facilities are suitable and adequate for our business as it is contemplated to be conducted.

Item 3. LEGAL PROCEEDINGS

From time to time, we may be a party to various claims, charges and litigation matters arising in the ordinary course of business. Management and legal counsel regularly review the probable outcome of such proceedings. While we cannot feasibly predict the outcome of these matters with certainty, we believe, based on examination of these matters, experience to date and discussions with counsel, that the ultimate liability, individually or in the aggregate, will not adversely affect our business, financial condition or results of operations.

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Item 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II.

Item 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our Class A ordinary shares are traded in under the symbol "RPRX" on the Nasdaq Global Select Market under the symbol "RPRX". Market. Our Class B ordinary shares are not listed on any stock exchange nor traded on any public market. As of February 10, 2023 February 9, 2024, there were 2 shareholders of record of our Class A ordinary shares and 2 shareholders of record of our Class B ordinary shares. The number of record holders does not include persons who held our Class A ordinary shares in nominee or "street name" accounts through brokers or other institutions on behalf of shareholders.

Use of Proceeds

None.

Dividends

In 2022, 2023, we declared and paid four quarterly cash dividends of $0.19 $0.20 per Class A ordinary share for an aggregate amount of $333.3 million $358.3 million to holders of our Class A ordinary shares. Future dividends are subject to declaration by the board of directors. To the extent approved and payable, we intend to pay dividends on or about March 15, June 15, September 15 and December 15 to holders of record on or about the twentieth day of each such prior month.

Securities Authorized for Issuance Under Equity Compensation Plans

See Item 12, "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters" for information regarding securities authorized for issuance.

Stock Performance Graph

The graph below compares the cumulative total stockholder return, calculated on a dividend-reinvested basis, on our Class A ordinary shares, the Standard & Poor's 500 Index ("S&P 500") and the Nasdaq Composite Index ("Nasdaq Composite"). The graph assumes an initial investment of $100 in our Class A ordinary shares at the market close on June 16, 2020, which was our initial trading day and its relative performance is tracked through December 31, 2022 December 31, 2023. The comparisons in the graph below are based upon historical data and are not indicative of, nor intended to forecast, future performance of our Class A ordinary shares.

The above performance graph shall not be deemed soliciting material or to be filed with the SEC for purposes of Section 18 of the Exchange Act, nor shall such information be incorporated by reference into any of our other filings under the Exchange Act or the Securities Act.

Recent Sales of Unregistered Securities

None.

Issuer Purchases of Equity Securities

None. Share repurchase activities of our Class A ordinary shares during the fourth quarter of 2023 are as follows (in thousands, except per share amounts):

Periods	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Maximum Dollar Value of Shares that May Yet Be Purchased Under the Program (1)
October 1, 2023 - October 31, 2023	957	$ 27.32	957	$ 695,241
November 1, 2023 - November 30, 2023	—	—	—	695,241
December 1, 2023 - December 31, 2023	—	—	—	695,241
Total	**957**	27.32	**957**	

(1) On March 27, 2023, we announced our board of directors authorized a share repurchase program under which we may repurchase up to $1.0 billion of our Class A ordinary shares. The share repurchase program expires on June 23, 2027. The share repurchase program does not obligate us to acquire a minimum amount of our Class A ordinary shares. Under the share repurchase program, Class A ordinary shares may be repurchased in privately negotiated or open market transactions, including under plans complying with Rule 10b5-1 under the Exchange Act.

Item 6. [Reserved]

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

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The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to help the reader understand our results of operations, cash flows, and other changes in financial condition. condition and business performance. MD&A is provided as a supplement to, and should be read in conjunction with, our audited consolidated financial statements and the accompanying notes to our consolidated financial statements included in our Annual Report on Form 10-K. This discussion may contain forward-looking statements based upon current expectations that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth in Special Note Regarding Forward-Looking Statements and the section titled "Risk Factors" in Part I, Item 1A.

Royalty Pharma plc is a public limited company that was incorporated under the laws of England and Wales that was created to facilitate the our initial public offering ("IPO") of our Class A ordinary shares on June 16, 2020. in 2020. "Royalty Pharma," the "Company," "we," "us" and "our" refer to Royalty Pharma plc and its subsidiaries on a consolidated basis.

Business Overview

We are the largest buyer of biopharmaceutical royalties and a leading funder of innovation across the biopharmaceutical industry. Since our founding in 1996, we have been pioneers in the royalty market, collaborating with innovators from academic institutions, research hospitals and not-for-profits through small and mid-cap biotechnology companies to leading global pharmaceutical companies. We have assembled a portfolio of royalties which entitles us to payments based directly on the top-line sales of many of the industry's leading therapies, which includes royalties on more than 35 commercial products, including Vertex's Trikafta, Kalydeco, Orkambi GSK's Trelegy, Roche's Evrysdi, Johnson & Johnson's Tremfya, Biogen's Tysabri and Symdeko, Biogen's Tysabri, Spinraza, AbbVie and Johnson & Johnson's Imbruvica, Astellas and Pfizer's Xtandi, GSK's Trelegy, Novartis' Promacta, Pfizer's Nurtec ODT, Johnson & Johnson's Tremfya, Roche's Evrysdi, Gilead's Trodelvy, among others, and 12 14 development-stage product candidates. We fund innovation in the biopharmaceutical industry both directly and indirectly - directly when we partner with companies to co-fund late-stage clinical trials and new product launches in exchange for future royalties, or milestones, and indirectly when we acquire existing royalties from the original innovators.

Our industry leading royalty portfolio and capital-efficient business model drives our compounding growth. We have a focused strategy of actively identifying and tracking the development and commercialization of important new therapies, which allows us to move quickly to make acquisitions when opportunities arise. With a deep and experienced team of investment professionals, an exhaustive due diligence process and a focus on high-quality therapies that address significant unmet patient need, we sustain attractive returns above our cost of capital, which in turn propels our compounding growth.

Our unique business model enables us to benefit from many of the most attractive characteristics of the biopharmaceutical industry, including long product life cycles, significant barriers to entry and noncyclical revenues, but with substantially reduced exposure to many common industry challenges such as early stage development risk, therapeutic area constraints, high R&D costs, and high fixed manufacturing and marketing costs. We have a highly flexible approach that is agnostic to both therapeutic area and treatment modality, allowing us to acquire royalties on the most attractive therapies across the biopharmaceutical industry.

We classify our royalty acquisitions by the approval status of the therapy at the time of acquisition:

- **Approved Products** – We acquire royalties in on approved products that generate predictable cash flows and may offer upside potential from unapproved indications. Since inception in 1996 through 2022, we have deployed $17.0 billion of cash to acquire royalties, milestones and related assets on approved products. From 2012 through 2022, 2023, we have deployed $12.1 $13.8 billion to acquire royalties, milestones and related assets other contractual receipts on approved products.

- **Development-Stage Product Candidates** – We acquire royalties on development-stage product candidates that have demonstrated strong clinical proof of concept. From 2012, when we began acquiring royalties on development-stage product candidates, through 2022, 2023, we have deployed $8.3 billion to acquire royalties, milestones and related assets other contractual receipts on development-stage product candidates.

While we classify our acquisitions in these two broad categories, several of our approved product transactions are driven by the long-term expanded potential of these existing commercial products in indications that are unapproved at the time of acquisition. Similarly, some of our development-stage product candidate transactions are specifically related to indications that are unapproved at the time of acquisition, on products that are already approved and commercialized in other indications.

We acquire product royalties in ways that can be tailored to the needs of our partners through a variety of structures:

- ***Third-party Royalties*** – – Existing royalties on approved or late-stage development therapies with high commercial potential. A royalty is the contractual right to a percentage of top-line sales from a licensee's use of a product, technology or intellectual property. The majority of our current portfolio consists of third-party royalties.

- ***Synthetic Royalties*** – – Newly-created royalties on approved or late-stage development therapies with strong proof of concept and high commercial potential. A synthetic royalty is the contractual right to a percentage of top-line sales by the developer or marketer of a therapy in exchange for funding. A synthetic royalty may also include contingent milestone payments. We also fund ongoing R&D for biopharmaceutical companies in exchange for future royalties and milestones if the product or indication we are funding is approved.

- ***Launch and Development Capital*** – – Tailored supplemental funding solutions, generally included as a component within a transaction, increasing the scale of our capital. Launch and development capital is generally provided in exchange for a long-term stream of fixed payments with a predetermined schedule around the launch of a drug. Launch and development capital may also include a direct investment in the public equity of a company.

- ***Mergers and Acquisitions ("M&A") Related*** – – We acquire royalties in connection with M&A transactions, often from the buyers of biopharmaceutical companies when they dispose of the non-strategic assets of the target company following the closing of the acquisition. We also seek to partner with companies to acquire other

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biopharmaceutical companies that own significant royalties. We may also seek to acquire biopharmaceutical companies that have significant royalties or where we can create royalties in subsequent transactions.

Additionally, we may identify additional opportunities, platforms or technologies that leverage our capabilities such as our strategic alliance with MSCI Inc. ("MSCI") to develop thematic life science indexes. capabilities.

Background and Format of Presentation

We consummated an exchange offer on February 11, 2020 (the "Exchange Offer") to facilitate our IPO. Through the Exchange Offer, investors which represented 82% of the aggregate limited partnership interests in the various partnerships (the "Legacy Investors Partnerships") that owned Royalty Pharma Investments, an Irish unit trust ("Old RPI, RPI"), exchanged their limited partnership interests in the Legacy Investors Partnerships for limited partnership interests in RPI US Partners 2019, LP, a Delaware limited partnership, or RPI International Holdings 2019, LP, a Cayman Islands exempted limited partnership (together, the "Continuing Investors Partnerships"). The Exchange Offer together with (i) the concurrent incurrence of indebtedness under senior credit facilities and (ii) the issuance of additional interests in Continuing Investors Partnerships to satisfy performance payments payable in respect of assets acquired prior to the date of the IPO are referred to as the "Exchange Offer Transactions."

Following our IPO, we We operate and control the business affairs of Royalty Pharma Holdings Ltd ("RP Holdings. Holdings"). We include RP Holdings and its subsidiaries in our consolidated financial statements. RP Holdings is the sole owner of Royalty Pharma Investments 2019 ICAV ("RPI 2019 ICAV, ICAV"), which is an Irish collective asset management entity. vehicle and is the successor to Old RPI.

As a result of Following the Exchange Offer, we own indirectly became the indirect owner of an 82% economic interest in Old RPI through our subsidiary RPI 2019 Intermediate Finance Trust, a Delaware statutory trust. We are entitled to 82% of the economics of Old RPI's wholly-owned subsidiary RPI Finance Trust, a Delaware statutory trust ("RPIFT"), and 66% of Royalty Pharma Collection Trust, a Delaware statutory trust ("RPCT"). The Prior to December 29, 2023, the remaining 34% of RPCT is was owned by the Legacy Investors Partnerships and Royalty Pharma Select Finance Trust, a Delaware statutory trust ("RPSFT"), which is was wholly owned by Royalty Pharma Select, an Irish unit trust.

From the consummation of the Exchange Offer until the expiration of the Legacy Investors Partnerships' investment period on June 30, 2020 (the "Legacy Date"), the Legacy Investors Partnerships could participate proportionately in any investment made by Old RPI. Following the Legacy Date, Old RPI ceased making new investments and each of the Legacy Investors Partnerships and Old RPI became legacy entities. Since the Legacy Date, we have made and plan to make new investments through our subsidiaries.

Following management's determination that a high degree of common ownership existed in Old RPI both before and after the Exchange Offer, Royalty Pharma recognized Old RPI's assets and liabilities at the carrying value reflected on Old RPI's balance sheet as of the date of the Exchange Offer.

In 2022, we became an indirect owner of an 82% economic interest in Royalty Pharma Investments ICAV ("RPI ICAV"), which was previously owned directly by Old RPI.

In December 2023, RPI 2019 ICAV acquired the remaining interest in RPCT owned by RPSFT and as such RPSFT no longer holds a non-controlling interest in RPCT. Prior to December 2023, we reported non-controlling interest related to a de minimis interest in RPCT held by RPSFT, which also existed prior to our IPO.

Understanding Our Financial Reporting

Most of the royalties we acquire are treated as investments in cash flow streams and are classified as financial assets measured under the effective interest method in accordance with GAAP. Under this accounting methodology, we calculate the effective interest rate on each financial royalty asset using a forecast of the expected cash flows to be received over the life of the financial royalty asset relative to the initial acquisition price. The yield, which is calculated at the end of each reporting period and applied prospectively, is then recognized via accretion into our income at the effective rate of return over the expected life of the financial royalty asset.

The measurement of income from our financial royalty assets requires significant judgments and estimates, including management's judgment in forecasting the expected future cash flows of the underlying royalties and the expected duration of the financial royalty asset. Our cash flow forecasts are updated each reporting period primarily using sell-side equity research analysts' consensus sales estimates for each of the products in which we own royalties. We then calculate our expected royalty cash flows using receipts by applying our royalty terms to these consensus sales forecasts. In any given reporting period, any decline or increase in As we update our forecasted cash flows on a periodic basis and recalculate the expected present value of the remaining future cash flows, associated with a any shortfall when compared to the carrying value of the financial royalty asset is recognized recorded directly in our the income statement as non-cash provision expense. If, in a subsequent period, there is an increase in expected cash flows or if actual cash flows are greater than cash flows previously expected, we reverse the provision expense previously recorded in part or provision income, respectively. in full by recording a non-cash credit to the provision.

As a result of the non-cash charges associated with applying the effective interest method accounting methodology to our financial royalty assets, our consolidated income statement activity can be volatile and unpredictable. Small declines in sell-side equity research analysts' consensus sales forecasts over a long time horizon can result in an immediate non-cash income statement expense recognition, which generates a corresponding cumulative allowance that reduces the gross asset balance, even though the applicable cash inflows will not be realized for many years into the future. For example, in late 2014 we acquired the cystic fibrosis franchise and beginning in the second quarter of 2015, shortly after, declines in near-term sales forecasts of sell-side equity research analysts caused us to recognize non-cash provision expense in our consolidated income statements. Over the course of 10 quarters, we continued to recognize non-cash provision expense as a result because of these changes in sales forecasts, including non-cash provision expense of $743.2 million in 2016, ultimately reaching a peak cumulative allowance of $1.30 billion by September 30, 2017. With the approval of the Vertex triple combination therapy, Trikafta, in October 2019, sell-side equity research analysts' consensus sales forecasts increased to reflect the larger addressable market and the extension of the expected duration of the Trikafta royalty. While small reductions royalty, resulting in the cumulative allowance for reversal of the cystic fibrosis franchise were recognized as provision income over the course of 2017 and 2018, there remained a remaining $1.10 billion cumulative allowance that was fully reduced by recognizing allowance. The recognition of the associated non-cash provision income of $1.10 billion in 2019 as a result of an was not tied to royalty receipts, but rather to the increase in sell-side equity research analysts' consensus sales forecasts associated with the Trikafta approval. forecasts. This example illustrates the volatility caused by our accounting model in our consolidated income statements. statements of operations.

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We believe there is no direct correlation between income from financial royalty assets and royalty receipts due to the nature of the accounting methodology applied for financial royalty assets. Further, income from financial royalty assets and the provision for changes in expected cash flows related to these financial royalty assets can be volatile and unpredictable.

Our operations have historically been financed primarily with cash flows generated by our royalties. Given the importance of cash flows and their predictability to management's operation of the business, management uses royalty receipts Portfolio Receipts (as defined below) as the a primary measure of our operating performance. Royalty receipts refer to the summation of the following line items from our GAAP consolidated statements of cash flows: See "Cash collections from financial royalty assets, Cash collections from intangible royalty assets —, *Other royalty cash collections, Proceeds from available for sale debt securities* and *Distributions from equity method investees*.

In addition to analyzing our results on a GAAP basis, management also reviews our results on a non-GAAP basis. The closest comparable GAAP measure to each of the non-GAAP measures that management review is *Net cash provided by operating activities*. The key non-GAAP metrics we focus on are Adjusted Cash Receipts, Adjusted EBITDA and Adjusted Cash Flow, each of which is further discussed in the section titled "Non-GAAP Financial Results."

Adjusted Cash Receipts and Adjusted Cash Flow are used by management as key liquidity measures in the evaluation of our ability to generate cash from operations. Both measures are an indication of our strength and the performance of the business. Management uses Adjusted Cash Flow to compare its performance against non-GAAP measures used by our peers in the biopharmaceutical industry. Adjusted EBITDA, which is derived from Adjusted Cash Receipts, is used by our lenders to assess our ability to meet our financial covenants.

Refer to the section titled "Non-GAAP Reconciliations" Portfolio Overview" for additional discussion of management's use of non-GAAP measures as supplemental financial measures.

regarding Portfolio Overview

Our portfolio consists of royalties on more than 35 marketed therapies and 12 development-stage product candidates. The therapies in our portfolio address therapeutic areas such as rare disease, cancer, neurology, infectious disease, hematology and diabetes, and are delivered to patients across both primary and specialty care settings. The table below includes royalty receipts for 2022 and 2021 in order of contributions to royalty receipts for 2022 (in thousands).

			Royalty Receipts	
			Years Ended December 31,	
Royalties	**Marketer(s)**	**Therapeutic Area**	**2022**	**2021**
Cystic fibrosis franchise (1)	Vertex	Rare disease	$ 811,052	$ 702,140
Nurtec ODT/Biohaven payment (2)	Pfizer	Neurology	559,623	70,188
Tysabri	Biogen	Neurology	369,793	369,149
Imbruvica	AbbVie, Johnson & Johnson	Cancer	312,690	352,911
Xtandi	Pfizer, Astellas	Cancer	186,701	158,103
Promacta	Novartis	Hematology	181,632	173,621
Tremfya	Johnson & Johnson	Immunology	97,307	35,718
Trelegy	GSK	Respiratory	89,915	—
Januvia, Janumet, Other DPP-IVs (3)	Merck & Co., others	Diabetes	72,943	151,158
Cabometyx/Cometriq	Exelixis, Ipsen, Takeda	Cancer	55,426	33,722
Farxiga/Onglyza	AstraZeneca	Diabetes	43,840	36,378
Evrysdi	Roche	Rare disease	40,645	16,098
Prevymis	Merck & Co.	Infectious disease	37,126	37,505
Trodelvy	Gilead	Cancer	24,809	13,395
Orladeyo	BioCryst	Rare disease	21,801	6,740
Erleada	Johnson & Johnson	Cancer	21,378	14,227
Crysvita	Ultragenyx, Kyowa Kirin	Rare disease	20,402	16,741
Emgality	Lilly	Neurology	18,832	15,481
Oxlumo	Alnylam	Rare disease	2,602	1,248
Other products (4)			262,739	404,019
Total royalty receipts			**$ 3,231,256**	**$ 2,608,542**

(1) The cystic fibrosis franchise includes the following approved products: Kalydeco, Orkambi, Symdeko/Symkevi and Trikafta/Kaftrio.

(2) Amounts include quarterly redemption payments of $15.6 million in 2021 and 2022 related to the Series A Biohaven Preferred Shares (presented as *Proceeds from available for sale debt securities* on the statements of cash flows). In 2022, amounts also include the accelerated redemption payments of $479.5 million for all outstanding Series A and Series B Biohaven Preferred Shares following Pfizer's acquisition of Biohaven in October 2022. The remaining amounts are related to royalty receipts from Nurtec ODT.

(3) Januvia, Janumet, Other DPP-IVs include the following approved products: Onglyza, Kombiglyze, Galvus, Eucreas and Nesina. The Other DPP-IVs are marketed by AstraZeneca, Novartis and Takeda. Our royalty receipts substantially ended in the second quarter of 2022.

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(4) Other products primarily include royalty receipts on the following products: Bosulif (a product co-developed by our joint venture investee, Avillion I, for which receipts are presented as *Distributions from equity method investees* on the statements of cash flows), Cimzia, Entyvio, Gavreto, HIV franchise, IDHIFA, Letairis, Lexiscan, Mircera, Myozyme, Nesina, Soliqua, Tazverik and distributions from the Legacy SLP Interest. Other products for 2021 include a one-time milestone payment of $45.0 million that we received on Soliqua.

Financial Overview

Financial Highlights

- Net cash provided by operating activities totaled $2.1 billion and $2.0 billion for 2022 and 2021, respectively. *Net cash provided by operating activities* is the closest comparable GAAP financial measure to the supplemental non-GAAP liquidity measures that follow.
- Adjusted Cash Receipts (a non-GAAP metric) totaled $2.8 billion and $2.1 billion for 2022 and 2021, respectively.
- Adjusted EBITDA (a non-GAAP metric) totaled $2.6 billion and $1.9 billion for 2022 and 2021, respectively.
- Adjusted Cash Flow (a non-GAAP metric) totaled $2.2 billion and $1.6 billion for 2022 and 2021, respectively. Receipts.

Understanding Our Results of Operations

We report non-controlling interests related to the portion of ownership interests of consolidated subsidiaries not owned by us and which are attributable to:

1. The Legacy Investors Partnerships' ownership of approximately 18% of Old RPI and Royalty Pharma Investments ICAV ("RPI ICAV"). ICAV. The value of this non-controlling interest will decline over time as the assets in Old RPI and RPI ICAV expire.

2. A de minimis interest in RPCT held by RPSFT. The value of this In December 2023, we acquired the remaining interest in RPCT that was held by RPSFT and as such RPSFT no longer holds a non-controlling interest was substantially eliminated as of December 31, 2022. in RPCT.

The Legacy Investors Partnership together with RPSFT are referred to as the "legacy non-controlling interests." The legacy non-controlling interests are the only historical non-controlling interests that existed prior to our IPO. After December 2023, the Legacy Investors' Partnerships are the only remaining legacy non-controlling interests.

Additionally, following the consummation of our IPO, we also report non-controlling interests related to:

3. The Continuing Investors Partnerships' ownership in RP Holdings through their indirect ownership of RP Holdings Class B Interests which was approximately 27% of RP Holdings 25% as of December 31, 2022 December 31, 2023. RP Holdings Class B Interests are exchangeable into Class A ordinary shares. The As the Continuing Investors Partnerships conduct exchanges, the Continuing Investors Partnerships' indirect ownership in RP Holdings decreases and the value of this non-controlling interest will decline over time if the investors who indirectly own decreases. Additionally, RP Holdings began to retire RP Holdings Class B A Interests conduct exchanges for held by us in connection with our repurchase of our Class A ordinary shares. As RP Holdings retires RP Holdings Class A Interests, our ownership in RP Holdings decreases and the value of this non-controlling interest increases.

The Continuing Investors Partnerships are referred to as the "continuing non-controlling interests."

4. RPI EPA Holdings, LP's ("EPA Holdings") ownership of RP Holdings' Class C ordinary share (the "RP Holdings Class C Special Interest").

EPA Holdings is entitled to receive Equity Performance Awards equity distributions through its RP Holdings Class C Special Interest. Interest ("Equity Performance Awards"). Equity Performance Awards owed to EPA Holdings will be recognized as an equity transaction when the obligation becomes due and will impact the income allocated to non-controlling interest related to the RP Holdings Class C Special Interest. The Equity Performance Awards will be payable in RP Holdings Class B Interests that will be exchanged upon issuance for Class A ordinary shares. EPA Holdings may also receive a periodic cash advance in respect of the RP Holdings Class C Special Interest to the extent necessary for EPA Holdings or any of its beneficial owners to pay when due any income tax imposed on it or them as a result of holding such RP Holdings Class C Special Interest. We do not currently expect any material Equity Performance Awards to be payable until certain performance conditions are met, which we do not expect to occur until the mid-2020s.

All of the results of operations of RP Holdings, Old RPI, RPI ICAV and RPCT are consolidated into our financial statements.

Total income and other revenues

Total income and other revenues is primarily comprised of interest income from our financial royalty assets, royalty income generally arising from successful commercialization of products developed through R&D funding arrangements, and a declining contribution of royalty revenue from our intangible royalty assets for which patent rights have materially expired. Most of our royalties are classified as financial assets as our ownership rights are generally protective and passive in nature. In instances in which we acquire a royalty that does include more substantial rights or ownership of the underlying intellectual property, we classify such royalties as intangible assets.

We recognize interest income related to our financial royalty assets. Royalty revenue solely relates to our intangible royalty assets from our DPP-IV products for which the patent rights are licensed to various counterparties. For 2022 2023 and 2021, 2022, the royalty payors accounting that accounted for greater than 10% of our total income and other revenues in any one year are shown in the table below:

	Years Ended December 31,

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Royalty Payor	Royalty Payor	Royalty	Years Ended December 31, 2022	Years Ended December 31, 2021	Royalty Payor	Royalty	2023		2022	
Vertex	Vertex	Cystic fibrosis franchise	36 %	33 %	Vertex	Cystic fibrosis franchise	36	%	36	%
AbbVie	AbbVie	Imbruvica	14 %	17 %	AbbVie	Imbruvica		*	14	%

*Represents less than 10%.

Income from financial royalty assets

Our financial royalty assets represent investments in cash flow streams with yield components that most closely resemble loans measured at amortized cost under the effective interest method. We calculate the effective interest rate using forecasted expected cash flows to be received over the life of the royalty asset relative to the initial acquisition price. Interest income is recognized at the effective rate of return over the expected life of the asset, which is calculated at the end of each reporting period and applied prospectively. As changes in sell-side equity research analysts' consensus sales estimates are updated on a quarterly basis, the effective rate of return changes. For example, if sell-side equity research analysts' consensus sales forecasts increase, the yield to derive income on a financial royalty asset will increase and result in higher income for subsequent periods.

Variables affecting the recognition of interest income from financial royalty assets under the prospective effective interest method include any one of the following: (1) additional acquisitions, (2) changes in expected cash flows of the underlying pharmaceutical products, derived primarily from sell-side equity research analysts' consensus sales forecasts, (3) regulatory approval of additional indications which leads to new cash flow streams, (4) changes to the estimated duration of the royalty (e.g., patent expiration date) and (5) changes in amounts and timing of projected royalty receipts and milestone payments. Our financial royalty assets are directly linked to sales of underlying pharmaceutical products whose life cycle typically peaks at a point in time, followed frequently by declining sales trends due to the entry of generic competition, resulting in natural declines in the asset balance and periodic interest income over the life of our royalties. The recognition of interest income from royalties requires management to make estimates and assumptions around many factors, including those impacting the variables noted above.

Revenue from intangible royalty assets

Revenue from intangible royalty assets is derived from sales of Januvia, Janumet and other DPP-IV products by our licensees. Our royalties on Januvia and Janumet expired in the first quarter of 2022. Our royalties on other DPP-IV products have also substantially ended and we do not expect any material revenue from the other DPP-IV products in the future periods.

Other royalty income

Other royalty income primarily includes income and milestones from financial royalty assets that have been fully amortized and income from synthetic royalties and milestones arising out of R&D funding arrangements. Occasionally, a royalty asset may be amortized on an accelerated basis due to collectability concerns, which, if resolved, may result in future cash collections when no financial royalty asset remains. Similarly, we may continue to collect royalties on a fully amortized financial royalty asset beyond the estimated duration. In each scenario where a financial royalty asset has been fully amortized, income from such royalty is recognized as *Other royalty income*. Other royalty income also includes income from royalties that are recorded at fair value on our consolidated balance sheets.

Provision for changes in expected cash flows from financial royalty assets

The *Provision for changes in expected future cash flows from financial royalty assets* includes the following:

- non-cash expense or income related to the current period activity resulting from adjustments to the cumulative allowance for changes in expected cash flows; and
- non-cash expense or income related to the provision for current expected credit losses, which reflects the activity for the period, primarily due to new financial royalty assets with limited protective rights and changes to cash flow estimates for financial royalty assets with limited protective rights.

As discussed above, income is accreted on our financial royalty assets using the effective interest method. As we update our forecasted cash flows on a periodic basis and recalculate the present value of the remaining future cash flows, any shortfall when compared to the carrying value of the financial royalty asset is recorded directly in the income statement through the line item *Provision for changes in expected cash flows from financial royalty assets*. If, in a subsequent period, there is an increase in expected cash flows or if actual cash flows are greater than cash flows previously expected, we reduce reverse the cumulative allowance provision expense previously established for a financial royalty

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asset for the incremental increase recorded in the present value of cash flows expected to be collected. This results part or in provision income (i.e., full by recording a credit to the provision). provision.

The same variables and management's estimates affecting the recognition of interest income on our financial royalty assets noted above also directly impact the provision.

R&D funding expense

R&D funding expense consists of payments that we have made to counterparties to acquire royalties or milestones on product candidates. It includes development-stage funding payments that are made upfront or upon pre-approval milestones, and development-stage funding payments that are made over time as the related product candidates undergo clinical trials with our counterparties.

General and administrative expenses

General and administrative ("G&A") expenses include primarily Operating and Personnel Payments (defined below), legal expenses, other expenses for professional services and share-based compensation. The expenses incurred in respect of Operating and Personnel Payments are expected to comprise the most significant component of G&A expenses on an ongoing basis.

Under the Management Agreement, we pay a quarterly operating and personnel payment to the Manager or its affiliates ("Operating and Personnel Payments") equal to 6.5% of the cash receipts from royalty investments Royalty Investments (as defined in the Management Agreement), or Portfolio Receipts for such quarter, and 0.25% of the value of our security investments under GAAP as of the end of such quarter.

The operating and personnel payments for Old RPI, an obligation of the Legacy Investors Partnerships as a non-controlling interest in Old RPI and for which the expense is reflected in G&A expenses, are calculated as the greater of $1 million per quarter and 0.3125% of royalties from Royalty Investments (as defined in the limited partnership agreements of the Legacy Investors Partnerships) during the previous twelve calendar months.

Equity in losses/(earnings) of equity method investees

Equity in losses/(earnings) of equity method investees primarily includes the results of our share of income or loss from the following non-consolidated affiliates:

1. *Legacy SLP Interest*

Interest.In connection with the Exchange Offer, Transactions, we acquired an equity method investment from the Continuing Investors Partnerships in the form of a special limited partnership interest in the Legacy Investors Partnerships (the "Legacy SLP Interest") in exchange for issuing shares in our subsidiary. The Legacy SLP Interest entitles us to the equivalent of performance distribution payments that would have been paid to the general partner of the Legacy Investors Partnerships and a performance income allocation on a similar basis. As the Legacy Investors Partnerships no longer participate in investment opportunities, the value of the Legacy SLP Interest is expected to decline over time.

2. *The Avillion Entities*

Entities. The Avillion Entities (as defined below) partner with global biopharmaceutical companies to perform R&D in exchange for success-based milestones or royalties if products are commercialized. Our investments in Avillion Financing I, LP ("Avillion I") and BAv Financing II, LP ("Avillion II" and together with Avillion I, the "Avillion Entities") are accounted for using the equity method.

Other (income)/expenses, income, net

Other (income)/expenses, income, net primarily includes the changes in fair market value of our equity securities, derivative instruments and available for sale debt securities, including related forwards and funding commitments, and interest income.

Net income attributable to non-controlling interests

The net income attributable to non-controlling interests includes income attributable to the legacy non-controlling interests and the continuing non-controlling interests. As Following our acquisition of the remaining non-controlling interest in RPCT held by RPSFT in December 2023 and as the Legacy Investors Partnerships and RPSFT no longer participate in investment opportunities, the related net income attributable to the legacy non-controlling interests is expected to decline over time. time as the assets held by Old RPI and RPI ICAV mature.

Net income attributable to the continuing non-controlling interests includes RP Holdings Class B Interests indirectly held by the Continuing Investors Partnerships and will include net income attributable to the RP Holdings Class C Special Interest held by EPA Holdings once certain performance conditions have been met. Future net income attributable to the non-controlling interest related to RP Holdings Class B Interests indirectly held by the Continuing Investors Partnerships will decline over time if the investors who indirectly own RP Holdings Class B Interests conduct exchanges for our Class A ordinary shares.

Net income attributable to non-controlling interests above can fluctuate significantly from period to period, primarily driven by volatility in the income statement activity of the respective underlying entity as a result of the non-cash charges associated with applying the effective interest accounting methodology to our financial royalty assets as described in the section titled "Understanding Our Financial Reporting."

Results of Operations

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In this section, we discuss the results of our operations for 2022 2023 compared to 2021, 2022. For a discussion of 2021 2022 compared to 2020, 2021, please refer to Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2021 December 31, 2022.

The comparison of our historical results of operations for 2023 and 2022 and 2021 are is as follows (in thousands):

	Years Ended December 31,		Change	
	2022	2021	$	%
Income and other revenues				
Income from financial royalty assets	$2,125,096	$2,065,083	$ 60,013	2.9 %
Revenue from intangible royalty assets	37,484	171,248	(133,764)	(78.1)%
Other royalty income	74,635	53,132	21,503	40.5 %
Total income and other revenues	2,237,215	2,289,463	(52,248)	(2.3)%
Operating expenses				
Provision for changes in expected cash flows from financial royalty assets	904,244	452,842	451,402	99.7 %
Research and development funding expense	177,106	200,084	(22,978)	(11.5)%
Amortization of intangible assets	5,670	22,996	(17,326)	(75.3)%
General and administrative expenses	227,303	182,826	44,477	24.3 %
Financial royalty asset impairment	615,827	—	615,827	n/a

	Years Ended December 31,											
	2023											
Income and other revenues												
Income from financial royalty assets												
Income from financial royalty assets	$ 2,197,754	$		$ 2,125,096	$		$ 72,658					
Revenue from intangible royalty assets	835	37,484		37,484	(36,649)							
Other royalty income	155,965	74,635		74,635	81,330							
Total income and other revenues	**2,354,554**	**2,237,215**		**2,237,215**	**117,339**							
Operating expenses												
Provision for changes in expected cash flows from financial royalty assets	560,656	904,244		904,244	(343,588)		(343,588					
Research and development funding expense	52,000	177,106		177,106	(125,106)							
Amortization of intangible assets	—	5,670		5,670	(5,670)							
General and administrative expenses	249,748	227,303		227,303	22,445							
Financial royalty asset impairment	—	615,827		615,827	(615,827)							

	Years Ended December 31,	
	2023	2022
Income and other revenues		
Income from financial royalty assets		
Income from financial royalty assets	$ 2,197,754	$ 2,125,096 $ 72,658
Revenue from intangible royalty assets	835	37,484 37,484 (36,649)
Other royalty income	155,965	74,635 74,635 81,330
Total income and other revenues	**2,354,554**	**2,237,215 2,237,215 117,339**
Operating expenses		
Provision for changes in expected cash flows from financial royalty assets		
Provision for changes in expected cash flows from financial royalty assets	560,656	904,244 904,244 (343,588) (343,588
Research and development funding expense	52,000	177,106 177,106 (125,106)
Amortization of intangible assets	—	5,670 5,670 (5,670)
General and administrative expenses	249,748	227,303 227,303 22,445
Financial royalty asset impairment	—	615,827 615,827 (615,827)

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Total operating expenses, net	Total operating expenses, net	1,930,150	858,748	1,071,402	124.8 %	**Total operating expenses, net**	**862,404**	**1,930,150**		**1,930,150**		**(1,067,746)**							
Operating income	Operating income	307,065	1,430,715	(1,123,650)	(78.5)%	Operating income	1,492,150	307,065		307,065		1,185,085							
Other expense/(income)																			
Equity in losses of equity method investees		8,973	19,490	(10,517)	(54.0)%														
Other (income)/expense																			
Equity in (earnings)/losses of equity method investees																			
Equity in (earnings)/losses of equity method investees																			
Equity in (earnings)/losses of equity method investees							(28,882)			8,973									(37,855
Interest expense	Interest expense	187,961	166,142	21,819	13.1 %	Interest expense	187,187	187,961		187,961		(774)							
Other (income)/expenses, net		(119,933)	3,882	(123,815)	*														
Total other expenses, net		77,001	189,514	(112,513)	(59.4)%														
Other income, net																			
Other income, net																			
Other income, net							(366,243)			(119,933)									(246,310
Total other (income)/expense, net						**Total other (income)/expense, net**	**(207,938)**			**77,001**									**(284,939**
Consolidated net income	Consolidated net income	230,064	1,241,201	(1,011,137)	(81.5)%	Consolidated net income	1,700,088	230,064		230,064		1,470,024							
Net income attributable to non-controlling interests	Net income attributable to non-controlling interests	187,232	621,473	(434,241)	(69.9)%	Net income attributable to non-controlling interests	565,254	187,232		187,232		378,022							
Net income attributable to Royalty Pharma plc	Net income attributable to Royalty Pharma plc	$ 42,832	$ 619,728	$ (576,896)	(93.1)%	**Net income attributable to Royalty Pharma plc**	**$1,134,834**	**$**		**$ 42,832**		**$**							**$1,092,002**

*Percentage change is not meaningful.

Total income and other revenues

Income from financial royalty assets

Income from financial royalty assets by top products for 2022 2023 and 2021 2022 is as follows, in order of contribution to income in 2022 2023 (in thousands):

	Years Ended December 31,		Change	
	2022	2021	$	%
Cystic fibrosis franchise	$ 808,947	$ 762,885	$ 46,062	6.0 %
Imbruvica	310,929	385,350	(74,421)	(19.3)%
Tysabri	207,164	211,422	(4,258)	(2.0)%
Tremfya	109,796	16,706	93,090	557.2 %

	Years Ended December 31,						Change		
	2023		2022				$		%
Cystic fibrosis franchise	$ 852,312	$	$ 808,947	$	$ 43,365	5.4		5.4	%
Imbruvica	173,162	310,929	310,929	(137,767)		(137,767)	(44.3)		(44.3) %
Tysabri	167,536	207,164	207,164	(39,628)		(39,628)	(19.1)		(19.1) %
Zavzpret	153,649		—	153,649				n/a	
Tremfya	149,716	109,796	109,796	39,920		39,920	36.4		36.4 %

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Xtandi		95,803	107,833	(12,030)	(11.2)%										
Promacta		88,395	73,372	15,023	20.5 %										
Other		504,062	507,515	(3,453)	(0.7)%										
Trelegy						Trelegy	128,051		57,931		70,120		121.0	%	
Other products						Other products	573,328		630,329		(57,001)		(9.0)	%	
Total income from financial royalty assets	**Total income from financial royalty assets**	**$2,125,096**	**$2,065,083**	**$60,013**	2.9 %	**Total income from financial royalty assets**	**$2,197,754**	**$**	**$2,125,096**	**$**	**$ 72,658**	3.4		3.4	%

Income from financial royalty assets increased by $60.0 million, $72.7 million, or 2.9% 3.4%, in 2022 2023 compared to 2021, 2022, primarily driven by the FDA approval of Pfizer's Zavzpret in March 2023. This FDA approval resulted in our receipt of a $475.0 million milestone payment, of which we recognized $153.6 million as interest income in the first quarter of 2023. The difference between the milestone payment and interest income is attributable to the derecognition of the related financial royalty asset and the settlement of the related derivative instrument. Income from recently acquired assets, including Tremfya and primarily Trelegy, in addition also contributed to the strong performance of the cystic fibrosis franchise primarily driven by the strong uptake of Kaftrio in countries outside the United States and the performance of Trikafta in the United States, including its uptake in children 6 through 11 years old. The increase, in income was partially offset by the maturing of our royalties from the HIV franchise and declines a decline in sell-side equity research analysts' consensus sales forecasts for Imbruvica and Tazverik. Imbruvica.

Revenue from intangible royalty assets

Revenue from intangible royalty assets decreased by $133.8 million, $36.6 million, or 78.1% 97.8%, in 2022 2023 compared to 2021, 2022, primarily driven by the maturity of our royalties on Januvia and Janumet in the first quarter of 2022 and the recognition of underpaid prior period royalties on Tradjenta in 2021. 2022.

Other royalty income

Other royalty income increased by $21.5 million, $81.3 million, or 40.5% 109.0%, in 2022 2023 compared to 2021, 2022, primarily driven by a one-time $50.0 million receipt from Pfizer related to growth the oral formulation of zavegepant and income from fully amortized financial royalty assets, which were reflected as *Income from financial royalty assets* in the ongoing product launches of Trodelvy and Nurtec ODT that arose from our R&D funding agreements with Immunomedics and Biohaven, respectively. 2022.

Provision for changes in expected cash flows from financial royalty assets

Provision activity is a combination of income and expense items. The provision breakdown by royalty asset (exclusive of the provision for current expected credit losses) based on the largest contributors to each year's provision income or expense (in thousands) is as follows:

Royalty	**Royalty**	**2022**	**Royalty**	**2021**
	Royalty			
	Royalty			
Tysabri				
Imbruvica	Imbruvica	$ 423,832	Tazverik	$210,567
Tysabri		195,665	Imbruvica	189,999
Tazverik		177,850	Emgality	68,716
Xtandi		63,524	Cystic fibrosis franchise	48,636
Tremfya				
Promacta				
Evrysdi	Evrysdi	46,077	Tysabri	(96,103)
Other	Other	191,094	Other	43,940
Total provision, exclusive of provision for credit losses	**Total provision, exclusive of provision for credit losses**	**1,098,042**	**Total provision, exclusive of provision for credit losses**	**465,755**

2023	**Royalty**	**2022**

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Provision for current expected credit losses	Provision for current expected credit losses	(193,798)	Provision for current expected credit losses	(12,913)
Total provision	**Total provision**	**$ 904,244**	**Total provision**	**$452,842**

In 2023, we recorded provision expense of $560.7 million, comprised of $538.4 million and $22.3 million in provision expense for changes in expected cash flows and provision expense for current expected credit losses, respectively. We recorded provision expense for changes in expected cash flows for Tysabri, Imbruvica and Tremfya primarily due to declines in sell-side equity research analysts' consensus sales forecasts. The provision expense for credit losses was primarily driven by the additions of Skytrofa and Adstiladrin to our portfolio.

In 2022, we recorded provision expense of $904.2 million, comprised of $1,098.0 million and $193.8 million in provision expense for changes in expected cash flows and provision income for current expected credit losses, respectively. We recorded provision expense for changes in expected cash flows for Imbruvica, Tysabri and Tazverik primarily due to significant declines in sell-side equity research analysts' consensus sales forecasts. The provision income for credit losses was primarily driven by a significant decrease in current expected credit losses related to Tazverik as a result of the decline in the financial asset value and changes in payors for certain products with stronger credit profiles, which was partially offset by the addition of Trelegy to our portfolio of financial royalty assets with limited protective rights.

In 2021, we recorded provision expense of $452.8 million, of which $465.8 million and $12.9 million related to provision expense for changes in expected cash flows and provision income for current expected credit losses, respectively. We recorded provision expense for Tazverik, Imbruvica, Emgality and the cystic fibrosis franchise, primarily due to significant declines in sell-side equity research analysts' consensus sales forecasts. The provision expense was partially offset by provision income from a significant increase in sell-side equity research analysts' consensus sales forecasts for Tysabri. The current expected credit loss activity in 2021 resulted in provision income that was primarily driven by a significant decrease in current expected credit losses related to Tazverik as a result of the corresponding significant decline in the financial asset value. This was partially offset by provision expense for credit losses recognized as a result of the increases to our portfolio of financial royalty assets with limited protective rights, primarily related to zavegepant from a $100.0 million funding payment that we made to Biohaven upon the start of the oral zavegepant Phase 3 program and a new royalty interest in Cabometyx/Cometriq. portfolio.

R&D funding expense

R&D funding expense decreased by $23.0 $125.1 million, or 11.5% 70.6%, in 2022 2023 compared to 2021. 2022. In 2023, we recognized R&D funding expense of $50.0 million related to a clinical milestone payment that was triggered under the agreement with Cytokinetics, Incorporated ("Cytokinetics"). In 2022, we recognized upfront R&D funding expense of $175.0 million $175.0 million in exchange for royalties and milestones on development-stage products from Cytokinetics, Incorporated ("Cytokinetics"), Theravance Biopharma, Inc ("Theravance") Inc. and MSD International Business GmbH ("Merck"). In 2021, we recognized upfront R&D funding expense of $193.2 million in exchange for royalties on development-stage products from BioCryst Pharmaceuticals, Inc. ("BioCryst") and MorphoSys AG ("MorphoSys"). GmbH.

G&A expenses

G&A expenses increased by $44.5 million, $22.4 million, or 24.3% 9.9%, in 2022 2023 compared to 2021, 2022, primarily driven by higher Operating and Personnel Payments due to increased cash receipts from royalty investments. following the year-over-year increase in Portfolio Receipts.

Financial royalty asset impairment

Financial We did not recognize any financial royalty impairments in 2023. We recognized financial royalty asset impairment was impairments of $615.8 million in 2022, due to the recognition comprised of non-cash impairment charges of $273.6 million, $160.1 million $160.1 million and $182.1 million related to gantenerumab, otilimab and Gavreto, respectively. In November 2022, Roche stated that it would discontinue clinical trials of gantenerumab. In October 2022, GSK announced that it has decided not to progress with regulatory submissions for otilimab. These announcements contributed to our conclusion to impair these two assets. Additionally, during the fourth quarter of 2022, we impaired our financial royalty asset related to Gavreto due to the uncertainty of Gaverto's Gavreto's commercial outlook. There was no comparable activity in 2021.

Equity in (earnings)/losses of equity method investees

Equity in earnings of equity method investees was $28.9 million in 2023 compared to equity in losses of equity method investees decreased by $10.5 of $9.0 million or 54.0%, in 2022, compared to 2021, primarily driven by lower equity in losses income allocation from the Avillion Entities. Entities of $24.6 million in 2023 as compared to a loss allocation of $12.0 million in 2022. The income allocation in 2023 from the Avillion Entities was primarily due to an $80.0 million payment the Avillion Entities received from AstraZeneca's election to exercise an option to commercialize Airsupra in the United States.

Interest expense

Interest expense increased by $21.8 million, or 13.1%, was relatively unchanged in 2022 2023 as compared to 2021, primarily driven by the issuance 2022. In September 2023, we repaid $1.0 billion of $1.3 billion senior unsecured notes in July 2021 ("2021 Notes"). notes. The weighted average coupon rate on our senior unsecured notes outstanding as of December 31, 2023 and 2022 was 2.24% 2.48% and 2.18% in 2022 and 2021, 2.24%, respectively.

Refer to the "Liquidity and Capital Resources" section for additional discussion of the Notes. debt financing instruments.

Other (income)/expenses, income, net

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Other income, net of $366.2 million in 2023 was primarily comprised of $230.8 million of gains on available for sale debt securities, $87.1 million of gains on equity securities and $72.3 million of interest income earned on cash held in banks and money market funds. The gains on available for sale debt securities were primarily driven by the change in fair value of the funded amount of the Development Funding Bonds that were issued to us by MorphoSys.

Other income, net of $119.9 million in 2022 was primarily comprised of $96.6 million of gains on derivative financial instruments related to our Milestone Acceleration Option that increased in value with the announcement and subsequent completion of Pfizer's acquisition of Biohaven in October 2022. In addition, we recorded $78.3 million $78.3 million of interest income, primarily related to the full accelerated redemption of our Series A Biohaven Preferred Shares following Pfizer's acquisition of Biohaven. The other income was partially offset by net losses on equity securities of $33.4 million.

Other expense, net of $3.9 million in 2021 was primarily comprised of net losses on equity securities of $48.1 million, including losses on MorphoSys ordinary shares and Epizyme common stock, partially offset by a gain on Biohaven common shares; and losses of $21.5 million on our derivative financial instruments related to our treasury rate lock contracts that were unwound and settled in connection with the issuance of the 2021 Notes. The losses were partially offset by interest income of $50.9 million related to our Series A Biohaven Preferred Shares and a gain of $17.9 million on the unrealized change in fair value of our available for sale debt securities.

Net income attributable to non-controlling interests

Net income attributable to the Legacy Investors Partnerships decreased increased by $113.7 $14.6 million in 2022 2023 compared to 2021, 2022, primarily driven by lower higher net income attributable to Old RPI and RPI ICAV as a result of increased provision expense recognized in 2022. RPI.

Net income attributable to the Continuing Investors Partnerships decreased increased by $273.5 $369.0 million in 2022 2023 compared to 2021, 2022, primarily driven by lower net income attributable to RP Holdings in 2022 as a result of increased non-cash impairment charges and higher provision expense and impairment charges recorded recognized in 2022. Exchanges This was partially offset by exchanges by investors in the Continuing Investors Partnerships who indirectly own RP Holdings Class B Interests for our Class A ordinary shares, which resulted in a decline in the Continuing Investors Partnerships' indirect ownership of RP Holdings.

Net income attributable to RPSFT decreased by $47.0 $5.5 million in 2022 2023 compared to 2021. We expect net income attributable to RPSFT to continue to decline 2022 as the assets held by RPCT mature.

Portfolio Overview

Our business model is different from that of traditional operating companies in the biopharmaceutical industry. Our operating performance is a function of our liquidity as our operations have historically been financed primarily with cash flows generated by our royalties. We use the cash generated by our existing royalties to fund investments in new royalties. We consider a variety of metrics in assessing the performance of our business. Portfolio Receipts is a key performance metric that represents our ability to generate cash from our portfolio investments, the primary source of capital that we can deploy to make new portfolio investments. Portfolio Receipts also enables management to better analyze our liquidity and long-term growth prospects by providing a more granular product-by-product presentation of the underlying cash generation of our royalty investments.

Portfolio Receipts is defined as the sum of royalty receipts and milestones and other contractual receipts. Royalty receipts include variable payments based on sales of products, net of contractual payments to the legacy non-controlling interests, that is attributed to us. Milestones and other contractual receipts include sales-based or regulatory milestones payments and other fixed contractual receipts, net of contractual payments to the legacy non-controlling interests, that is attributed to us. Portfolio Receipts does not include proceeds from equity securities or proceeds from purchases and sales of marketable securities, both of which are not central to our fundamental business strategy.

Portfolio Receipts is calculated as the sum of the following line items from our GAAP consolidated statements of cash flows: *Cash collections from financial royalty assets*, *Cash collections from intangible royalty assets*, *Other royalty cash collections*, *Proceeds from available for sale debt securities* and *Distributions from equity method investees* less *Distributions to legacy non-controlling interests - Portfolio Receipts*, which represent contractual distributions of royalty receipts, milestones and other contractual receipts to the Legacy Investors Partnerships and RPSFT.

Our portfolio consists of royalties on more than 35 marketed therapies and 14 development-stage product candidates. The therapies in our portfolio address therapeutic areas such as rare disease, cancer, neuroscience, infectious disease, hematology and diabetes, and are delivered to patients across both primary and specialty care settings. The table below shows Portfolio Receipts, including royalty receipts by product and milestones and other contractual receipts for 2023 and 2022 (in thousands).

			Years Ended December 31,		Change	
Products	Marketer(s)	Therapeutic Area	2023	2022	$	%
Cystic fibrosis franchise (1)	Vertex	Rare disease	$ 771,201	$ 690,007	$ 81,194	11.8 %
Tysabri	Biogen	Neuroscience	279,431	304,794	(25,363)	(8.3)%
Imbruvica	AbbVie, Johnson & Johnson	Cancer	210,289	257,729	(47,440)	(18.4)%
Trelegy	GSK	Respiratory	203,299	89,915	113,384	126.1 %
Promacta	Novartis	Hematology	161,163	149,707	11,456	7.7 %
Xtandi	Pfizer, Astellas	Cancer	146,418	153,884	(7,466)	(4.9)%
Tremfya	Johnson & Johnson	Immunology	116,387	97,307	19,080	19.6 %
Evrysdi	Roche	Rare disease	66,072	40,645	25,427	62.6 %

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Cabometyx/Cometriq	Exelixis, Ipsen, Takeda	Cancer	65,778	55,426	10,352	18.7 %
Spinraza	Biogen	Rare disease	44,628	—	44,628	n/a
Trodelvy	Gilead	Cancer	33,149	20,448	12,701	62.1 %
Orladeyo	BioCryst	Rare disease	29,337	21,801	7,536	34.6 %
Erleada	Johnson & Johnson	Cancer	27,377	17,620	9,757	55.4 %
Nurtec ODT/Zavzpret	Pfizer	Neuroscience	18,376	14,984	3,392	22.6 %
Other products (2)			276,511	354,898	(78,387)	(22.1)%
Royalty receipts			$ 2,449,416	$ 2,269,165	$ 180,251	7.9 %
Milestones and other contractual receipts			599,297	520,128	79,169	15.2 %
Portfolio Receipts			**$ 3,048,713**	**$ 2,789,293**	**$ 259,420**	**9.3 %**

(1) The cystic fibrosis franchise includes the following approved products: Kalydeco, Orkambi, Symdeko/Symkevi and Trikafta/Kaftrio.

(2) Other products primarily include royalty receipts on the following products: Cimzia, Crysvita, Emgality, Entyvio, Farxiga/Onglyza, IDHIFA, Januvia, Janumet, Other DPP-IVs, Lexiscan, Mircera, Nesina, Prevymis, Soliqua and distributions from the Legacy SLP Interest, which are presented as *Distributions from equity method investees* on the Statements of Cash Flows.

Analysis of Portfolio Receipts

Below we discuss the key drivers of Portfolio Receipts:

- **Cystic fibrosis franchise** – Royalty receipts from the cystic fibrosis franchise, which includes Kalydeco, Orkambi, Symdeko/Symkevi and Trikafta/Kaftrio, which are marketed by Vertex for patients with certain mutations causing cystic fibrosis, increased by $81.2 million in 2023 compared to 2022. The increase was primarily driven by the continued strong uptake of Kaftrio outside the United States and the continued performance of Trikafta in the United States, including its uptake in younger age groups.

- **Tysabri** – Royalty receipts from Tysabri, which is marketed by Biogen for the treatment of multiple sclerosis, decreased by $25.4 million in 2023 compared to 2022, primarily attributable to pricing pressure and competition.

- **Imbruvica** – Royalty receipts from Imbruvica, which is marketed by AbbVie and Johnson & Johnson for the treatment of blood cancers and chronic graft versus host disease, decreased by $47.4 million in 2023 compared to 2022. The decrease was largely due to increased competition and the cumulative impact of a suppressed chronic lymphocytic leukemia market.

- **Trelegy** – Royalty receipts from Trelegy, which is marketed by GSK for the maintenance treatment of chronic obstructive pulmonary disease and asthma, increased by $113.4 million in 2023, primarily driven by strong patient demand globally, the growth of the single inhaler triple therapy market and penetration of the class. We acquired the Trelegy royalty in the third quarter of 2022.

- **Promacta** – Royalty receipts from Promacta, which is marketed by Novartis for the treatment of chronic immune thrombocytopenia (ITP) and aplastic anemia, increased by $11.5 million in 2023 compared to 2022. This growth was largely driven by increased use in chronic ITP and further uptake as first-line and/or second-line treatment for severe aplastic anemia.

- **Xtandi** – Royalty receipts from Xtandi, which is marketed by Pfizer and Astellas for the treatment of prostate cancer, decreased by $7.5 million in 2023 compared to 2022, primarily driven by underperformance in the United States and a true-up of royalties received in 2022. This was partially offset by sales performance in established and international markets.

- **Tremfya** – Royalty receipts from Tremfya, which is marketed by Johnson & Johnson for the treatment of plaque psoriasis and active psoriatic arthritis, increased by $19.1 million in 2023 compared to 2022, primarily due to market growth and continued market share gains, which were partially offset by unfavorable patient mix and rebates.

- **Evrysdi** – Royalty receipts from Evrysdi, which is marketed by Roche for the treatment of spinal muscular atrophy, increased by $25.4 million in 2023 compared to 2022, primarily due to strong growth globally, driven by switch and treatment naive patient starts in the United States and share gains in all major markets. We acquired incremental royalties on Evrysdi in the fourth quarter of 2023, which will benefit Portfolio Receipts beginning in the first quarter of 2024.

- **Cabometyx/Cometriq** – Royalty receipts from Cabometyx/Cometriq, which is marketed by Exelixis, Ipsen and Takeda, increased by $10.4 million in 2023 compared to 2022. The increase was primarily due to the uptake of Cabometyx in combination with Opdivo as a first-line treatment for patients with advanced renal cell carcinoma.

- **Spinraza** – Royalty receipts from Spinraza, which is marketed by Biogen for the treatment of spinal muscular atrophy, were $44.6 million in 2023, primarily driven by growth in the United States offset by a decline outside the United States. We acquired the Spinraza royalty in the first quarter of 2023.

- **Trodelvy** – Royalty receipts from Trodelvy, which is marketed by Gilead for the treatment of adult patients with metastatic triple-negative breast cancer and pre-treated hormone receptor (HR)-positive, human epidermal growth factor receptor 2 (HER2)-negative metastatic breast cancer, increased by $12.7 million in 2023 compared to

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2022, primarily driven by growing adoption in metastatic triple-negative breast cancer in the United States and Europe and pretreated HR+/HER2- metastatic breast cancer in the United States.

- **Orladeyo** – Royalty receipts from Orladeyo, which is marketed by BioCryst for the treatment of hereditary angioedema, increased by $7.5 million in 2023 compared to 2022, primarily driven by patient growth in the United States and higher sales outside of the United States.

- **Erleada** – Royalty receipts from Erleada, which is marketed by Johnson & Johnson for the treatment of patients with prostate cancer, increased by $9.8 million in 2023 compared to 2022, primarily driven by market share gains, market growth and increased penetration from new launches for Erleada. We acquired incremental royalties on Erleada in the second quarter of 2023.

- **Nurtec ODT/Zavzpret** – Royalty receipts from Nurtec ODT, which is marketed by Pfizer for the acute treatment of migraine, increased by $3.4 million in 2023 compared to 2022, primarily driven by demand growth partially offset by higher rebates.

- **Other products** –Royalty receipts from other products decreased by $78.4 million in 2023 compared to 2022, driven by a decline in royalty receipts from maturing royalties, primarily Januvia, Janumet and other DPP-IVs, and from Lexiscan due to generic competition.

- **Milestones and other contractual receipts** increased by $79.2 million in 2023 compared to 2022.

Milestones and other contractual receiptsof $599.3 million in 2023 was primarily comprised of a $475.0 million milestone payment received following the FDA's approval of Zavzpret in March 2023, a one-time $50.0 million payment from Pfizer related to the oral formulation of zavegepant, a $33.0 million commercial milestone payment related to Soliqua and a $28.7 million payment from our joint venture investee, Avillion II, for our pro rata portion of the $80 million fee paid by AstraZeneca to exercise the option to commercialize Airsupra in the United States.

Milestones and other contractual receipts of $520.1 million in 2022 was primarily comprised of redemption payments of $51.5 million related to the Series A Biohaven Preferred Shares and the accelerated redemption payments of $457.6 million for all outstanding Series A and Series B Biohaven Preferred Shares following Pfizer's acquisition of Biohaven in October 2022.

Key Developments and Upcoming Events Relating to Our Portfolio

The Recent key developments impacting related to products in our cash receipts and income and revenue from our royalty interests portfolio are discussed below:

Commercial Products

- **Cystic fibrosis franchise.** In April 2021, 2023, Vertex announced EC approval for Kaftrio in combination with ivacaftor for the treatment FDA approved the expanded use of patients Trikafta to include children with cystic fibrosis ages 12 and older who have at least one F508del mutation. two through five years.

  In June 2021, May 2023, Vertex announced that the FDA approved Trikafta Kalydeco for use in children with cystic fibrosis ages one month to less than four months old.

  In July 2023, Vertex announced the European Commission approved the label extension of Orkambi for the treatment of children with cystic fibrosis ages 6 through 11 who have at least one F508delmutation or have certain mutations that are responsive to Trikafta based on in vitro data.less than two years old.

  In January 2022, November 2023, Vertex announced that the EC European Commission granted approval for the label expansion of Kaftrio in in a combination regimen with ivacaftor for the treatment of children with cystic fibrosis in patients ages 6 two through 11 five years old who have at least one F508del mutation in the cystic fibrosis transmembrane conductance regulator gene. old.

  In November 2022, February 2024, Vertex announced positive Phase 3 results from its new triple combination therapy for the submission treatment of a New Drug Application ("NDA") cystic fibrosis. Vertex plans to file for approval with the FDA global regulators for Trikafta in patients people with cystic fibrosis ages 2 through 5 years. Regulatory filings were also submitted with the European Medicines Agency ("EMA") 6 years and the Medicines and Healthcare products Regulatory Agency. Vertex has indicated it expects an FDA decision on its Trikafta NDA patients ages 2 through 5 years in the second quarter of 2023, with a PDUFA target action date of April 28, 2023. older by mid-2024.

- **Tysabri.** In April 2021, Biogen September 2023, Sandoz announced that the EC European Commission granted marketing authorization for a subcutaneous injection biosimilar Tyruko for relapsing forms of Tysabri to treat relapsing-remitting multiple sclerosis. Biogen also announced that it had received a complete response letter from the This follows FDA for its supplemental biologics license application for subcutaneous Tysabri. The complete response letter indicated that the FDA was unable to approve Biogen's filing as submitted.

  In August 2021, Biogen announced results from Phase 3b NOVA study evaluation every six-week dosing with Tysabri intravenous administration in relapsing-remitting multiple sclerosis. Results show that every six-week Tysabri intravenous administration provides a high level of efficacy in controlling multiple sclerosis disease activity in patients who switched from the approved every four-week dosing regimen.

- **Imbruvica.** In June 2021, Johnson & Johnson announced Phase 3 GLOW study results for fixed-duration Imbruvica in combination with Venetoclax demonstrated superior progression-free survival versus chlorambucil plus obinutuzumab as a first-line treatment of chronic lymphocytic leukemia. The study also showed improved duration of remission and significantly improved depth of remission.

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In August 2021, AbbVie announced that the U.S. District Court for the District of Delaware had issued a decision holding patent rights relating to Imbruvica were valid and infringed by a generic product from Alvogen and Natco. The decision, which is subject to appeal, prohibits regulatory approval of that generic product until the last AbbVie patent expires. Previously, AbbVie entered into several settlement and license agreements with other generic companies. Consequently, AbbVie does not expect any generic product entry prior to March 30, 2032, assuming pediatric exclusivity is granted.

In June 2022, Johnson & Johnson announced primary results from the Phase 3 SHINE study, which demonstrated that the combination of once-daily oral Imbruvica plus bendamustine-rituximab (BR) and rituximab maintenance significantly reduced the risk of disease progression or death by 25% compared to patients who received placebo plus BR and rituximab maintenance biosimilar Tyruko in patients aged 65 years or older with newly diagnosed mantle cell lymphoma.

In August 2022, AbbVie and Johnson & Johnson announced that the FDA approved Imbruvica for the treatment of pediatric patients one year and older with chronic graft-versus-host disease.

In August 2022, Johnson & Johnson announced that the EC granted marketing authorization for the expanded use of Imbruvica in an all-oral, fixed-duration treatment combination with venetoclax for adults with previously untreated chronic lymphocytic leukemia. The approval is based on the pivotal Phase 3 GLOW study and the fixed-duration cohort of the Phase 2 CAPTIVATE study. 2023.

- **Xtandi.** In May 2021, March 2023, Pfizer and Astellas and Pfizer announced that the EC approved Xtandi for the treatment of patients with metastatic hormone-sensitive prostate cancer.

  In September 2021, Astellas and Pfizer announced that Xtandi plus androgen deprivation therapy reduced the risk of death by 34% compared to placebo plus androgen deprivation therapy in the Phase 3 ARCHES study in men with metastatic hormone-sensitive prostate cancer. The primary results from the ARCHES trial were published in 2019.

  In October 2022, Pfizer announced positive top-line topline results from the Phase 3 TALAPRO-2 study of Talzenna, an oral poly ADP-ribose polymerase inhibitor, in combination with Xtandi compared to placebo plus EMBARK trial evaluating Xtandi in men with metastatic castration-resistant non-metastatic hormone-sensitive prostate cancer. cancer (nmCSPC) with high-risk biochemical recurrence. The study met its primary endpoint with a statistically significant and clinically meaningful improvement in radiographic progression-free survival. The safety of Talzenna metastasis-free survival for patients treated with Xtandi plus Xtandi was generally consistent with leuprolide versus placebo plus leuprolide. At the known safety profile of each medicine. Pfizer intends to share data with global regulatory authorities to potentially support a regulatory filing.

  In February 2023, Astellas indicated that there could be a potential readout time of the Phase 3 EMBARK trial for high-risk non-metastatic prostate cancer analysis, a positive trend in the first quarter key secondary endpoint of 2023.

- **Nurtec ODT.** In May 2021, Biohaven announced that overall survival was also observed, but these data were not yet mature. Patients in the FDA approved Nurtec ODT for the preventative treatment of migraine, indicated for adult patients with episodic migraine who experience less than 15 headache days per month.

  In April 2022, Pfizer and Biohaven announced that the EC has granted marketing authorization for Vydura (rimegepant) for both the acute treatment of migraine with or without aura, and prophylaxis of episodic migraine in adults who have at least four migraine attacks per month.

  In October 2022, Pfizer acquired all outstanding shares of Biohaven not already owned by Pfizer for $148.50 per share in cash trial will be followed for a total of approximately $11.6 billion. Pfizer also made payments at closing to settle Biohaven's third-party debt and to redeem Biohaven's outstanding redeemable preferred shares.

- subsequent final overall survival analysis. **Trodelvy.** In April 2021, Gilead announced the FDA granted full approval to Trodelvy for adult patients with unresectable locally advanced or metastatic triple-negative breast cancer (TNBC) who have received two or more prior systemic therapies, at least one of them for metastatic disease. The approval is supported by data from the Phase 3 ASCENT study.

  In April 2021, Gilead announced that the FDA granted an accelerated approval of Trodelvy for use in adult patients with locally advanced or metastatic urothelial cancer who have previously received a platinum-containing chemotherapy and either a programmed death receptor-1 or a programmed death-ligand 1 inhibitor. The accelerated approval was based on data from the international Phase 2, single-arm TROPHY study.

  In June 2021, Gilead 2023, Pfizer announced superior outcomes to standard of care in second-line treatment of metastatic TNBC in the Phase 3 ASCENT study. Trodelvy more than doubled overall survival as a second-line treatment in the new ASCENT subgroup analysis.

  In October 2021, Gilead announced a collaboration with Merck & Co. to investigate Trodelvy FDA approved Talzenna in combination with Keytruda as a first-line treatment for people with locally advanced or metastatic TNBC.

  In November 2021, Gilead announced that the EC granted marketing authorization for Trodelvy as a monotherapy indicated Xtandi for the treatment of adult patients with unresectable or homologous recombination repair gene-mutated metastatic TNBC who have castration-resistant prostate cancer.

  In November 2023, Astellas and Pfizer announced that the companies received two or more prior systemic therapies, an approval by the U.S. FDA of a supplemental NDA for Xtandi for the treatment of patients with nmCSPC with biochemical recurrence at least one of them high risk for advanced disease. The EC's decision is supported by metastasis.

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- **Tremfya.** In May 2023, Johnson & Johnson announced positive results from the Phase 3 ASCENT study, where Trodelvy reduced QUASAR Induction Study evaluating the risk investigational use of death by 49% Tremfya in adults with moderately to severely active ulcerative colitis who had an inadequate response or intolerance to conventional and/or advanced therapies. The data showed statistically significant and improved median overall survival clinically meaningful improvements across symptomatic and histo-endoscopic outcome measures, as well as a greater proportion of patients treated with Tremfya compared to 11.8 months versus 6.9 months with physician's choice of chemotherapy. placebo achieved clinical remission at week 12, the study's primary endpoint.

- **Evrysdi.** In January 2022, Gilead August 2023, Roche announced it has entered into that the European Commission approved Evrysdi for babies under two clinical trial collaboration and supply agreements months old with Merck & Co. to evaluate spinal muscular atrophy.

- **Cabometyx.** In March 2023, Exelixis announced that the combination of Trodelvy and Merck & Co.'s anti-PD-1 therapy Keytruda in first-line metastatic non-small cell lung cancer (NSCLC). As part of the collaboration, Merck & Co. will sponsor a global Phase 3 clinical trial of Trodelvy CONTACT-03 study, evaluating Cabometyx in combination with Keytruda as a first-line treatment of atezolizumab versus Cabometyx alone in patients with locally advanced or metastatic NSCLC.

  Additionally, Gilead and Merck & Co. established an agreement where Gilead will sponsor a Phase 2 signal-seeking study evaluating combinations that include pembrolizumab in first-line NSCLC.

  In June 2022, Gilead announced results from the primary analysis of the Phase 3 TROPiCS-02 study of Trodelvy versus physicians' choice of chemotherapy in heavily pre-treated HR+/HER2- metastatic breast cancer patients clear cell or non-clear cell renal cell carcinoma who received prior endocrine progressed during or after immune checkpoint inhibitor therapy CDK4/6 inhibitors and two to four lines of chemotherapy. The study met did not meet its primary endpoint of progression-free survival survival.

  In August 2023, Exelixis and Ipsen announced that Cabometyx in combination with atezolizumab compared with a second novel hormonal therapy in patients with metastatic castration-resistant prostate cancer in the Phase 3 CONTACT-02 trial demonstrated a statistically significant and clinically meaningful 34% reduction improvement in progression-free survival (PFS) at the risk of disease progression or death. The first primary analysis. At a prespecified interim analysis of for the key secondary primary endpoint of overall survival demonstrated (OS) that occurred at the same time as the primary analysis of PFS, a trend in improvement. Patients toward improvement of OS was observed. The trial will be followed for a subsequent overall survival analysis. The safety profile for Trodelvy was consistent with prior studies. continue to the next analysis of OS.

In September 2022, Gilead announced positive overall survival results from the Phase 3 TROPiCS-02 study evaluating Trodelvy versus comparator physicians' choice of chemotherapy in patients with HR+/HER2- metastatic breast cancer who received endocrine-based therapies and at least two chemotherapies. In the study, Trodelvy demonstrated a statistically significant and clinically meaningful improvement of 3.2 months in overall survival compared to chemotherapy. The TROPiCS-02 study met its primary endpoint of progression-free survival earlier this year, and demonstrated improved median progression-free survival in both HER2-low and IHC0 groups.

- **Trodelvy.** In February 2023, Gilead announced the U.S. FDA approved Trodelvy for the treatment of adult patients with unresectable locally advanced or metastatic HR+/HER2- breast cancer who have received endocrine-based therapy and at least two additional systemic therapies in the metastatic setting.

- **Cabometyx.** In January 2021, Exelixis announced that the FDA approved Cabometyx for patients with advanced renal cell carcinoma (RCC) as a first-line treatment in combination with Bristol Myers Squibb's Opdivo. The approval was based on the Phase 3 CheckMate -9ER trial, in which the combination of Cabometyx and Opdivo significantly improved overall survival while doubling progression-free survival and objective response rate versus sunitinib as a first-line treatment for patients with advanced RCC.

  In March 2021, Ipsen July 2023, Gilead announced that the EC European Commission approved the combination of Cabometyx and Opdivo for the first-line treatment of advanced RCC.

  In August 2021, Exelixis announced that their partners Takeda and Ono received approval in Japan for Cabometyx in combination with Opdivo for the treatment of unresectable or metastatic RCC.

  In September 2021, Exelixis announced detailed results from the expanded Cohort 6 of the Phase 1b COSMIC-021 trial of Cabometyx in combination with atezolizumab in patients with metastatic castration-resistant prostate cancer, which included patients with metastatic castration-resistant prostate cancer who had been previously treated with novel hormone therapies enzalutamide or abiraterone acetate used along with prednisone. Following discussions with FDA, Exelixis announced that it will not pursue a regulatory submission for the combination regimen based on cohort 6 of COSMIC-021. Exelixis believes that CONTACT-02, a global Phase 3 pivotal trial that initiated enrollment in June 2020 may serve as a basis for future regulatory applications.

  In September 2021, Exelixis announced FDA approved Cabometyx for patients with previously treated radioactive iodine-refractory differentiated thyroid cancer. The approval was based on the Phase 3 COSMIC-311 pivotal trial.

  In March 2022, Exelixis announced results from the final analysis of the second primary endpoint of overall survival from the Phase 3 COSMIC-312 trial, which evaluated cabozantinib in combination with atezolizumab versus sorafenib in patients with previously untreated advanced hepatocellular carcinoma. The final analysis showed neither improvement nor detriment in overall survival for cabozantinib in combination with atezolizumab versus sorafenib.

  In May 2022, Ipsen announced that it received approval from the EC for Cabometyx Trodelvy as a monotherapy for the treatment of adult patients with locally advanced unresectable or metastatic differentiated thyroid carcinoma, refractory or not eligible to radioactive iodine who have progressed during or after prior systemic therapy. hormone receptor (HR)-positive, HER2-negative breast cancer.

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In September 2022, Exelixis announced detailed results from COSMIC-313, an ongoing Phase 3 trial evaluating Cabometyx, nivolumab and ipilimumab versus the combination of nivolumab and ipilimumab in patients with previously untreated advanced intermediate- or poor-risk RCC, which met its primary endpoint, demonstrating significant improvement in progression-free survival at the primary analysis. At a prespecified interim analysis for the secondary endpoint of overall survival, the combination of Cabometyx, nivolumab and ipilimumab did not demonstrate a significant benefit. Following discussions with FDA, Exelixis does not intend to submit a supplemental NDA based on currently available data, but will plan to discuss a potential regulatory submission with FDA when results of the next overall survival analysis are available.

In December 2022, Exelixis January 2024, Gilead announced that the Phase 3 CONTACT-01 EVOKE-01 study of Cabometyx in combination with atezolizumab versus evaluating Trodelvy compared to docetaxel in patients with metastatic non-small cell lung cancer without actionable mutations who experienced disease progression on or after treatment with an immune checkpoint inhibitor and platinum-containing chemotherapy, did not meet its primary endpoint of overall survival at the final analysis. Detailed findings from CONTACT-01 are expected to be submitted for presentation at a future medical meeting.

Exelixis has indicated it expects Phase 3 data in the first half of 2023 from CONTACT-03 in advanced or patients with previously treated metastatic RCC and in the second half of 2023 from CONTACT-02 in metastatic castration-resistant prostate non-small cell lung cancer. Additionally, the next overall survival analysis from COSMIC-313, the Phase 3 trial in advanced intermediate- or poor-risk RCC, is expected in 2023.

- **Evrysdi. Zavzpret.** In March 2021, Roche announced that the EC approved Evrysdi for the treatment of spinal muscular atrophy (SMA) in patients two months of age and older, with a clinical diagnosis of SMA Type 1, Type 2 or Type 3 or with one to four splicing modifier of motor neuron 2 copies.

  In June 2021, Evrysdi was approved in Japan for the treatment of SMA.

  In May 2022, Roche announced that the FDA has approved a label extension for Evrysdi to include infants under two months old with SMA. The approval is based on the interim efficacy and safety data from the RAINBOWFISH study in newborns, which showed that the majority of pre-symptomatic infants treated with Evrysdi achieved key milestones such as sitting and standing with half walking after 12 months of treatment.

- **Orladeyo.** In January 2021, Orladeyo was approved in Japan, becoming the first and only prophylactic hereditary angioedema (HAE) medication approved in the region.

  In April 2021, BioCryst announced that the EC approved Orladeyo for the prevention of recurrent HAE attacks in patients 12 years and older.

  In April 2021, BioCryst announced approval of Japanese National Health Insurance System price listing of Orladeyo for prophylactic treatment of HAE.

- **Oxlumo.** In July 2021, Alnylam announced results from ILLUMINATE-C, a Phase 3 open-label study of lumasiran in patients of all ages with advanced primary hyperoxaluria type 1 associated with progressive decline in renal function. Results from the primary analysis at six months demonstrated a substantial reduction in plasma oxalate from baseline in patients with advanced disease, including those on hemodialysis. The safety and tolerability profile of lumasiran following six months of treatment was encouraging across all ages, with no drug related serious adverse events and injection site reactions as the most common adverse event.

  In March 2022, the FDA accepted Alnylam's supplemental NDA for lumasiran for the reduction of plasma oxalate in the treatment of patients with advanced primary hyperoxaluria type 1. The FDA has set an action date for October 6, 2022. Additionally, a Type II Variation for lumasiran to amend the label in patients with advanced primary hyperoxaluria Type 1 was submitted and validated by the EMA in December 2021.

  In October 2022, Alnylam 2023, Pfizer announced that the FDA approved Zavzpret (zavegepant), a label expansion for Oxlumo, now indicated calcitonin gene-related peptide receptor antagonist nasal spray for the acute treatment of primary hyperoxaluria type 1 migraine with or without aura in adults. Zavzpret is anticipated to lower urinary oxalate and plasma oxalate levels be available in pediatric and adult patients. The July 2023. Following approval is based on positive efficacy and safety results of Zavzpret, we received a $475 million milestone payment from Pfizer in the ILLUMINATE-C Phase 3 study first quarter of Oxlumo in patients with severe renal impairment, including those on hemodialysis.

- **Tremfya.** In February 2022, Johnson & Johnson announced results from the Phase 2a VEGA proof-of-concept study. Results showed that the combination of Tremfya and golimumab, a tumor necrosis factor-alpha antagonist, induced higher rates of clinical response, clinical remission, endoscopic improvement and a composite histologic-endoscopic endpoint at 12 weeks than either treatment alone in adults with moderately to severely active ulcerative colitis. Rates of adverse events were comparable among treatment groups.

  In February 2022, Johnson & Johnson announced results from the Phase 2b QUASAR Induction Study 1 in ulcerative colitis. Results showed that a significantly greater proportion of adults with moderately to severely active ulcerative colitis who previously had an inadequate response or intolerance to conventional therapies or selected advanced therapies and were treated with Tremfya achieved clinical response at week 12 (Tremfya 200 mg: 61.4% and Tremfya 400 mg: 60.7%), the study's primary endpoint compared with placebo (27.6%). Safety data at week 12 was consistent with the safety profile for Tremfya in approved indications.

  In October 2022, Johnson & Johnson announced new results from the Phase 2b QUASAR Induction Study 1. Results showed that continued treatment with Tremfya in adults with moderately to severely active ulcerative colitis with inadequate responses to previous treatments allowed a mean of 52.1% of IV Tremfya week 12 clinical nonresponders to achieve clinical response at week 24. Clinical response at weeks 12 or 24 of the study was ultimately achieved by 80.2% of patients who were randomized to IV Tremfya 200mg and by 78.5% of patients who were randomized to IV Tremfya 400mg.

- **Tazverik.** In August 2022, Ipsen completed its acquisition of Epizyme. Ipsen acquired all the outstanding shares of Epizyme at a price of $1.45 per share plus a contingent value right of $1 per share. 2023.

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- **Airsupra.** In September 2021, AstraZeneca and Avillion announced positive results from MANDALA and DENALI, two Phase 3 trials evaluating Airsupra (albuterol/budesonide), formerly known as PT027, in patients with asthma. Airsupra is a potential first-in-class inhaled, fixed-dose combination of albuterol, a short-acting beta2-agonist, and budesonide, an inhaled corticosteroid. In MANDALA, Airsupra demonstrated a statistically significant and clinically meaningful reduction in the risk of severe exacerbations compared to albuterol, when used as a rescue medicine in response to symptoms. In DENALI, Airsupra showed a statistically significant improvement in lung function measured by forced expiratory volume in one second, compared to the individual components albuterol and budesonide, and compared to placebo. The safety and tolerability of Airsupra in both trials was consistent with the known profiles of the components.

  In May 2022, Avillion LLP, a drug development company focused on the co-development and financing of pharmaceutical candidates from proof-of-concept through to regulatory approval, announced that FDA accepted for filing the NDA for AstraZeneca's Airsupra. The proposed indication is for the as-needed treatment or prevention of bronchoconstriction and for the prevention of exacerbation of asthma. The co-development partnership between AstraZeneca and Avillion also recently expanded to include the BATURA study, a randomized Phase 3b decentralized trial to further assess the role of Airsupra in preventing asthma exacerbations.

  In November 2022, the FDA Pulmonary-Allergy Drugs Advisory Committee voted 16 to 1 that the data support a favorable benefit risk assessment for the use of Airsupra for the treatment of asthma in people aged 18 years or older.

  In January 2023, AstraZeneca announced the U.S. approval of Airsupra for the as-needed treatment or prevention of bronchoconstriction and to reduce the risk of exacerbations in people with asthma aged 18 years and older. We invested in Airsupra through an approximate 44% ownership in Avillion II and its affiliated entities. Following U.S. approval, AstraZeneca notified Avillion II that it elected to pay a fee of $80 million to Avillion II to exercise the option to commercialize Airsupra in the United States. In March 2023, we received our pro rata portion of the exercise fee of $34.8 million.

- **Prevymis.** In June 2023, Merck announced the FDA approved a new indication for Prevymis for prophylaxis of cytomegalovirus disease in adult kidney transplant recipients at high risk following a priority review.

- **Skytrofa**. In December 2023, Ascendis Pharma announced positive topline results from foresiGHt, its Phase 3 trial to compare TransCon hGH with placebo and daily hGH in adults with growth hormone deficiency. Ascendis plans to submit a supplemental Biologics License Application to the FDA in 2024.

Development-Stage Product Candidates

- **Aficamten.**In December 2021, March 2023, Cytokinetics announced the FDA granted breakthrough therapy designation for aficamten for the treatment of symptomatic obstructive hypertrophic cardiomyopathy ("oHCM") based on presented positive results from REDWOOD-HCM. Cohort 4 of REDWOOD-HCM in patients with non-obstructive HCM. At 10 weeks, patients in Cohort 4 experienced significant improvements in NT-proBNP and high-sensitivity troponin I levels also improved significantly proportional to baseline at each study visit. Aficamten was also well tolerated overall, with modest on-target reductions in LVEF in response to aficamten over 10 weeks.

  In February 2022, September 2023, Cytokinetics announced the start of ACACIA-HCM, a Phase 3 clinical trial of aficamten in patients with symptomatic non-obstructive hypertrophic cardiomyopathy (nHCM). The initiation of ACACIA-HCM triggered our payment of a $50 million milestone to Cytokinetics in September 2023.

  In December 2023, Cytokinetics announced positive topline results from Cohort SEQUOIA-HCM, the pivotal Phase 3 clinical trial of the REDWOOD-HCM Phase 2 trial. Results from Cohort 3 showed that substantial reductions aficamten in the average resting left ventricular outflow tract pressure gradient ("LVOT-G") as well as the post-Valsalva LVOT-G were achieved for patients with oHCM and a resting or post-Valsalva LVOT-G of greater than 50 mmHg whose background therapy included disopyramide and in the majority a beta-adrenergic blocker. symptomatic obstructive hypertrophic cardiomyopathy. The safety and tolerability of aficamten were consistent with prior experience in REDWOOD-HCM with no treatment interruptions and no serious adverse events attributed to treatment reported by the investigators. full results will be presented at an upcoming medical conference.

- **BCX10013.** In January 2023, BioCryst announced that initial data from ongoing Phase 1 single ascending dose and multiple ascending dose trials in healthy volunteers showed rapid and sustained suppression of the alternative pathway of the complement system. BCX10013 was safe and generally well-tolerated at all doses studied to date. BioCryst plans to advance BCX10013 into patient studies, in mid-2023, including in patients with paroxysmal nocturnal hemoglobinuria, to evaluate once-daily dosing. BioCryst expects to confirm the optimal dosing for pivotal trials by the end of the year, move directly into a pivotal trial in patients with immunoglobulin A nephropathy, and rapidly expand into pivotal trials in additional indications.

- **BCX9930. KarXT**. In September 2023, Karuna Therapeutics announced the submission of its New Drug Application (NDA) to the FDA for KarXT for the treatment of schizophrenia.

  In November 2023, Karuna announced that the FDA accepted its NDA for KarXT for the treatment of schizophrenia. The application has been granted a Prescription Drug User Fee Act date of September 26, 2024.

  In December 2022, BioCryst 2023, Bristol Myers Squibb announced that it would discontinue has agreed to acquire Karuna Therapeutics for $330 per share in cash, for a total equity value of $14.0 billion, or $12.7 billion net of estimated cash acquired. The transaction is expected to close in the development first half of BCX9930 based on new competitive data recently presented at the American Society of Hematology annual meeting. BioCryst will fully focus its complement inhibitor development efforts on BCX10013, a potential once-daily, oral Factor D inhibitor currently in clinical development. 2024.

- **Gantenerumab. Pelabresib**. In November 2022, Roche stated that it would discontinue clinical trials of gantenerumab after the GRADUATE I and II studies evaluating gantenerumab in people with early Alzheimer's disease did not meet their primary endpoint of slowing clinical decline. Roche continues to study trontinemab, its brain shuttle version of gantenerumab, in a Phase 2a study.

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- **Omecamtiv mecarbil.** In February 2022, Cytokinetics 2023, MorphoSys announced that the FDA has accepted and filed its NDA for omecamtiv mecarbil. The FDA assigned the NDA a standard review with a PDUFA date of November 30, 2022. The FDA also indicated that it is currently not planning to hold an advisory committee meeting to discuss the application. The submission is supported by GALACTIC-HF, which demonstrated a positive effect on the primary composite endpoint of cardiovascular death or heart failure events in patients with heart failure and reduced ejection fraction (HFrEF) who were receiving standard of care plus omecamtiv mecarbil.

  In February 2022, Cytokinetics announced topline results from METEORIC-HF, a Phase 3 trial evaluating the effect of treatment with omecamtiv mecarbil compared to placebo on exercise capacity in patients with HFrEF. After 20 weeks of treatment, there was no change in peak oxygen uptake in patients treated with omecamtiv mecarbil versus placebo.

  In December 2022, the U.S. FDA Cardiovascular and Renal Drugs Advisory Committee voted 8 to 3 that the benefits of omecamtiv mecarbil do not outweigh its risks for the treatment of HFrEF. The NDA for omecamtiv mecarbil is currently under review by the FDA, with a PDUFA target action date of February 28, 2023.

- **Otilimab.** In October 2022, GSK announced that two of the three Phase trials met their primary endpoints, but the limited efficacy demonstrated in the ContRAst Phase 3 program did not support a suitable benefit/risk profile for otilimab as a potential treatment for rheumatoid arthritis. As a result, GSK decided not to progress with regulatory submissions.

- **Pelabresib.** In December 2021, MorphoSys presented data from the Phase 2 MANIFEST study evaluating pelabresib in the treatment of myelofibrosis. As of September 10, 2021, the data cut-off, a total of 84 JAK inhibitor-naive patients were enrolled and received the first-line combination of pelabresib and ruxolitinib. The data showed 68% (n=57) of patients treated with the combination achieved a greater than or equal to 35% reduction in spleen volume from baseline at week 24 and 60% (n=47) maintained a greater than or equal to 35% reduction in spleen volume at week 48. Most patients also saw their symptoms reduced, with 56% (n=46) achieving greater than or equal to 50% reduction in total symptom score from baseline at week 24.

  MorphoSys has indicated it expects topline data from the Phase 3 MANIFEST-2 study of investigating pelabresib in myelofibrosis combination with ruxolitinib compared with placebo plus ruxolitinib in early JAK inhibitor-naive patients with myelofibrosis. MorphoSys intends to submit an NDA to the FDA and Marketing Authorization Application to the European Medicines Agency in the middle of 2024.

  In February 2024, Novartis announced that it has entered into an agreement to make a voluntary public takeover offer to acquire MorphoSys at an offer price of €68.00 per share in cash, for a total equity value of €2.7 billion. The closing is expected to take place in the first half of 2024.

- **Tulmimetostat:** **Trontinemab.** In October 2022, MorphoSys announced preliminary Phase 1/2 2023, Roche presented interim results of tulmimetostat, formerly known as CPI-0209, an oral, investigational next-generation selective dual inhibitor a Phase 1b/2a study for trontinemab, a novel Brainshuttle Aβ antibody for the treatment of EZH2 and EZH1, Alzheimer's disease. This study demonstrated that trontinemab rapidly reduces amlyoid plaque reduction in heavily pretreated patients with advanced cancers. Results showed responses or disease stabilization in five cohorts with evaluable patients. The safety profile of tulmimetostat was consistent with the mechanism of action of EZH2 inhibition.

- **Zavegepant.** In March 2021, Biohaven announced that it enrolled the first patient in a Phase 2/3 clinical trial of oral zavegepant for the preventive treatment of migraine. Accordingly, per the agreement with Biohaven announced in August 2020, we paid $100 million to Biohaven for the achievement of this milestone, bringing total zavegepant funding to $250 million. In October 2022, Pfizer acquired Biohaven. Pfizer expects data from the trial in the third quarter of 2023.

  In December 2021, Biohaven announced positive topline results from the second pivotal clinical trial evaluating the safety and efficacy of intranasal zavegepant for the acute treatment of migraine in adults. The Phase 3 study achieved its co-primary regulatory endpoints of pain freedom and freedom of most bothersome symptom at two hours and showed broad efficacy by demonstrating statistically significant superiority to placebo across a total of 15 prespecified primary and secondary outcome measures.

  In May 2022, Biohaven announced that the FDA accepted for review a NDA for zavegepant nasal spray for the acute treatment of migraine in adults. The PDUFA date is in the first quarter of 2023.

Non-GAAP Financial Results

In addition to analyzing our results on a GAAP basis, management also reviews our results on a non-GAAP basis. As a result, management places importance on royalty receipts as they are predictable and we use them as a measure of our operating performance. Refer to section titled "*Non-GAAP Reconciliations*" for additional discussion of management's use of non-GAAP measures as supplemental financial measures and reconciliations from the most directly GAAP comparable measures of *Net cash provided by operating activities*.

Adjusted Cash Receipts is a measure calculated with inputs directly from the statements of cash flows and includes (1) total royalty receipts: (i) Cash collections from royalty assets (financial assets and intangible assets), (ii) *Other royalty cash collections*, (iii) *Distributions from equity method investees,* plus (2) *Proceeds from available for sale debt securities*;less (1) *Distributions to legacy non-controlling interests - royalty receipts*, which represent contractual distributions of royalty receipts and proceeds from available for sale debt securities to the Legacy Investors Partnerships and RPSFT. Adjusted Cash Receipts is most directly comparable to the GAAP measure of *Net cash provided by operating activities.* Alzheimer's disease.

Adjusted EBITDA and Adjusted Cash Flow are similar non-GAAP liquidity measures that are both most closely comparable to the GAAP measure, *Net cash provided by operating activities*. Adjusted EBITDA is important to our lenders and is defined under the Credit Agreement (defined below) as Adjusted Cash Receipts less Payments for operating

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and professional costs. Payments for operating and professional costs are comprised of *Payments for operating and professional costs* and *Payments for rebates*from the statements of cash flows.

Adjusted Cash Flow is defined as Adjusted EBITDA less (1) *Development-stage funding payments - ongoing*, (2) *Development-stage funding payments - upfront and milestone*, (3) *Interest paid*, net of *Interest received,* (4) *Investments in equity method investees* and (5) Other (including *Derivative collateral posted,* net of *Derivative collateral received*,and *Termination payments on derivative instruments*) plus (1) *Contributions from legacy non-controlling interests - R&D*, all directly reconcilable to the statements of cash flows.

Adjusted Cash Receipts and Adjusted Cash Flow are used by management as key liquidity measures in the evaluation of our ability to generate cash from operations. Both measures are an indication of the strength of the Company and the performance of the business. Management also uses Adjusted Cash Flow to compare its performance against non-GAAP measures used by companies in the biopharmaceutical industry. Adjusted EBITDA, as derived from Adjusted Cash Receipts, is used by our lenders to assess our ability to meet our financial covenants.

For a discussion of our cash flow results on a GAAP basis for 2022 and 2021, refer to “Liquidity and Capital Resources.” The following is a discussion of our results on a non-GAAP basis for 2022 and 2021. For a discussion comparing our results on a non-GAAP basis for 2021 and 2020, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our Annual Report on Form 10-K for the fiscal year ended December 31, 2021.

The table below includes the royalty receipts and non-GAAP financial results for 2022 and 2021 by product in order of contribution to royalty receipts for 2022 (in thousands).

	Years Ended December 31,		Change	
Royalties	**2022**	**2021**	**$**	**%**
Cystic fibrosis franchise (1)	$ 811,052	$ 702,140	$ 108,912	15.5 %
Nurtec ODT/Biohaven payment (2)	559,623	70,188	489,435	*
Tysabri	369,793	369,149	644	0.2 %
Imbruvica	312,690	352,911	(40,221)	(11.4)%
Xtandi	186,701	158,103	28,598	18.1 %
Promacta	181,632	173,621	8,011	4.6 %
Tremfya	97,307	35,718	61,589	172.4 %
Trelegy	89,915	—	89,915	n/a
Januvia, Janumet, Other DPP-IVs (3)	72,943	151,158	(78,215)	(51.7)%
Cabometyx/Cometriq	55,426	33,722	21,704	64.4 %
Farxiga/Onglyza	43,840	36,378	7,462	20.5 %
Evrysdi	40,645	16,098	24,547	152.5 %
Prevymis	37,126	37,505	(379)	(1.0)%
Trodelvy	24,809	13,395	11,414	85.2 %
Orladeyo	21,801	6,740	15,061	223.5 %
Erleada	21,378	14,227	7,151	50.3 %
Crysvita	20,402	16,741	3,661	21.9 %
Emgality	18,832	15,481	3,351	21.6 %
Oxlumo	2,602	1,248	1,354	108.5 %
Other products (4)	262,739	404,019	(141,280)	(35.0)%
Total royalty receipts	**$ 3,231,256**	**$ 2,608,542**	**$ 622,714**	23.9 %
Distributions to legacy non-controlling interests - royalty receipts	(441,963)	(479,604)	37,641	(7.8)%
Adjusted Cash Receipts (non-GAAP)	**$ 2,789,293**	**$ 2,128,938**	**$ 660,355**	31.0 %
Payments for operating and professional costs	(222,969)	(184,511)	(38,458)	20.8 %
Adjusted EBITDA (non-GAAP)	**$ 2,566,324**	**$ 1,944,427**	**$ 621,897**	32.0 %
Development-stage funding payments - ongoing	(2,106)	(6,876)	4,770	(69.4)%
Development-stage funding payments - upfront and milestone	(175,000)	(193,208)	18,208	(9.4)%
Interest paid, net	(145,157)	(127,295)	(17,862)	14.0 %
Investments in equity method investees	(9,896)	(34,855)	24,959	(71.6)%
Contributions from legacy non-controlling interests - R&D	1,059	7,339	(6,280)	(85.6)%
Other	—	(16,093)	16,093	(100.0)%
Adjusted Cash Flow (non-GAAP)	**$ 2,235,224**	**$ 1,573,439**	**$ 661,785**	42.1 %
Fully diluted Class A ordinary shares outstanding	**607,224**	**607,176**		

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*Percentage change is not meaningful.

(1) The cystic fibrosis franchise includes the following approved products: Kalydeco, Orkambi, Symdeko/Symkevi and Trikafta/Kaftrio.

(2) Amounts include quarterly redemption payments of $15.6 million in 2021 and 2022 related to the Series A Biohaven Preferred Shares (presented as *Proceeds from available for sale debt securities* on the statements of cash flows). In 2022, amounts also include the accelerated redemption payments of $479.5 million for all outstanding Series A and Series B Biohaven Preferred Shares following Pfizer's acquisition of Biohaven in October 2022. The remaining amounts are related to royalty receipts from Nurtec ODT.

(3) Januvia, Janumet, Other DPP-IVs include the following approved products: Onglyza, Kombiglyze, Galvus, Eucreas and Nesina. The Other DPP-IVs are marketed by AstraZeneca, Novartis and Takeda. Our royalty receipts substantially ended in the second quarter of 2022.

(4) Other products primarily include royalty receipts on the following products: Bosulif (a product co-developed by our joint venture investee, Avillion I, for which receipts are presented as *Distributions from equity method investees* on the statements of cash flows), Cimzia, Entyvio, Gavreto, HIV franchise, IDHIFA, Letairis, Lexiscan, Mircera, Myozyme, Nesina, Soliqua, Tazverik and distributions from the Legacy SLP Interest. Other products for 2021 include a one-time milestone payment of $45.0 million that we received on Soliqua.

Adjusted Cash Receipts (non-GAAP)

Adjusted Cash Receipts increased by $660.4 million to $2.8 billion in 2022 compared to 2021, primarily driven by the accelerated redemption of all outstanding Series A and Series B Biohaven Preferred Shares received following Pfizer's acquisition of Biohaven in October 2022. We also saw an increase in royalty receipts from the cystic fibrosis franchise and new assets acquired in 2022, primarily Trelegy. The increase was partially offset by a decline in royalty receipts from maturing royalties, such as the HIV franchise and Januvia, Janumet and other DPP-IVs, as well as unfavorable foreign exchange movements. The increase in Adjusted Cash Receipts was further driven by a decrease in distributions of royalty receipts to legacy non-controlling interests due to maturing royalties jointly owned by the Legacy Investors Partnerships and RPSFT.

Below we discuss the key drivers of royalty receipts.

Royalty Receipts

- **Cystic fibrosis franchise** – Royalty receipts from the cystic fibrosis franchise, which includes Kalydeco, Orkambi, Symdeko/Symkevi and Trikafta/Kaftrio, which are marketed by Vertex for patients with certain mutations causing cystic fibrosis, increased by $108.9 million in 2022 compared to 2021. The increase was primarily driven by the strong uptake of Kaftrio in countries outside the United States and the performance of Trikafta in the United States, including its uptake in children 6 through 11 years old.

- **Nurtec ODT/Biohaven payment** – Royalty receipts from Nurtec ODT, which is marketed by Pfizer for the acute treatment of migraine, were $17.6 million and the redemption payments on Biohaven Series A and Series B Preferred Shares were $542.0 million in 2022. The increase of $9.9 million in royalty receipts from Nurtec ODT compared to 2021 was driven by strong volume growth. The increase of $479.5 million in redemption payments compared to 2021 was driven by the accelerated redemption payments for all outstanding Series A and Series B Preferred Shares following Pfizer's acquisition of Biohaven in October 2022.

- **Tysabri** – Royalty receipts from Tysabri, which is marketed by Biogen for the treatment of multiple sclerosis, were relatively consistent in 2022 compared to 2021.

- **Imbruvica** – Royalty receipts from Imbruvica, which is marketed by AbbVie and Johnson & Johnson for the treatment of blood cancers and chronic graft versus host disease, decreased by $40.2 million in 2022 compared to 2021. The decrease was largely due to increased competition in the chronic lymphocytic leukemia market and a decrease in new patient starts in the United States relative to pre-COVID levels.

- **Xtandi** – Royalty receipts from Xtandi, which is marketed by Pfizer and Astellas for the treatment of prostate cancer, increased by $28.6 million in 2022 compared to 2021, primarily driven by demand across various prostate cancer indications and a true-up of royalties from prior periods.

- **Promacta** – Royalty receipts from Promacta, which is marketed by Novartis for the treatment of chronic immune thrombocytopenia (ITP) and aplastic anemia, increased by $8.0 million in 2022 compared to 2021. This growth was largely driven by increased use in chronic ITP and further uptake as first-line treatment for severe aplastic anemia in the United States.

- **Tremfya** – Royalty receipts from Tremfya, which is marketed by Johnson & Johnson for the treatment of plaque psoriasis and active psoriatic arthritis, increased by $61.6 million in 2022 compared to 2021. The increase was largely driven by market growth and continued market share gains. We acquired the Tremfya royalty in July 2021 and we began to record royalty receipts in the third quarter of 2021.

- **Trelegy** – Royalty receipts from Trelegy, which is marketed by GSK for the maintenance treatment of chronic obstructive pulmonary disease and asthma, were $89.9 million in 2022, primarily due to strong patient demand across all regions and growth of the single inhaler triple therapy market. We acquired the Trelegy royalty in July 2022 and we began to record royalty receipts in the third quarter of 2022.

- **Januvia, Janumet, Other DPP-IVs** – Royalty receipts from the DPP-IVs for type 2 diabetes, which include Januvia and Janumet, both marketed by Merck & Co., decreased by $78.2 million in 2022 compared to 2021. Royalty receipts from Januvia, Janumet and other DPP-IVs substantially ended in the second quarter of 2022.

- **Cabometyx/Cometriq** – Royalty receipts from Cabometyx/Cometriq, which is marketed by Exelixis, Ipsen and Takeda, increased by $21.7 million in 2022 compared to 2021. The increase was primarily due to the uptake of Cabometyx in combination with Opdivo as a first-line treatment for patients with advanced renal cell carcinoma, including longer duration of therapy. We acquired the Cabometyx/Cometriq royalty in March 2021 and we began to record royalty receipts in the second quarter of 2021.

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Distributions to legacy non-controlling interests - royalty receipts

Distributions of royalty receipts to legacy non-controlling interests decreased by $37.6 million to $442.0 million in 2022 compared to 2021, which positively impacted Adjusted Cash Receipts. The decrease in distributions of royalty receipts to legacy non-controlling interests is primarily due to maturing royalties jointly owned by the Legacy Investors Partnerships and RPSFT. Partially offsetting these decreases was a distribution to legacy non-controlling interests related to the accelerated redemption of all outstanding Biohaven Series A Preferred Shares that we received following Pfizer's acquisition of Biohaven in October 2022.

Adjusted EBITDA (non-GAAP)

Adjusted EBITDA increased by $621.9 million to $2.6 billion in 2022 compared to 2021 as a result of the factors noted above in "Adjusted Cash Receipts (non-GAAP)." The increase was partially offset by payments for operating and professional costs, the only adjustment between Adjusted Cash Receipts and Adjusted EBITDA, which increased in 2022 as our Operating and Personnel Payments are a fixed percentage of 6.5% of cash receipts from our royalties.

Adjusted Cash Flow (non-GAAP)

Adjusted Cash Flow increased by $661.8 million to $2.2 billion in 2022 compared to 2021 primarily for the same reasons noted above in "Adjusted Cash Receipts (non-GAAP)" and "Adjusted EBITDA (non-GAAP)."

Non-GAAP Reconciliations

Adjusted Cash Receipts, Adjusted EBITDA and Adjusted Cash Flow are non-GAAP measures presented as supplemental measures to our GAAP financial performance. These non-GAAP financial measures exclude the impact of certain items and therefore have not been calculated in accordance with GAAP. In each case, because our operating performance is a function of our liquidity, the non-GAAP measures used by management are presented and defined as supplemental liquidity measures. We caution readers that amounts presented in accordance with our definitions of Adjusted Cash Receipts, Adjusted EBITDA and Adjusted Cash Flow may not be the same as similar measures used by other companies. Not all companies and analysts calculate the non-GAAP measures we use in the same manner. We compensate for these limitations by using non-GAAP financial measures as supplements to GAAP financial measures and by presenting the reconciliations of the non-GAAP financial measures to their most comparable GAAP financial measures, in each case being Net cash provided by operating activities.

We believe that Adjusted Cash Receipts and Adjusted Cash Flow provide meaningful information about our operating performance because the business is heavily reliant on its ability to generate consistent cash flows and these measures reflect the core cash collections and cash charges comprising our operating results. Management strongly believes that our significant operating cash flow is one of the attributes that attracts potential investors to our business.

In addition, we believe that Adjusted Cash Receipts and Adjusted Cash Flow help identify underlying trends in the business and permit investors to more fully understand how management assesses our performance, including planning and forecasting for future periods. Adjusted Cash Receipts and Adjusted Cash Flow are used by management as key liquidity measures in evaluating our ability to generate cash from operations. Both measures are an indication of our strength and the performance of the business. Management uses Adjusted Cash Receipts and Adjusted Cash Flow when considering available cash, including for decision-making purposes related to funding of acquisitions, voluntary debt repayments, dividends and other discretionary investments. Further, these non-GAAP financial measures help management, the audit committee and investors evaluate our ability to generate liquidity from operating activities.

Management believes that Adjusted EBITDA is an important non-GAAP measure in analyzing our liquidity and is a key component of certain material covenants contained within our Credit Agreement (defined below). Noncompliance with the interest coverage ratio and leverage ratio covenants under the Credit Agreement (defined below) could result in our lenders requiring us to immediately repay all amounts borrowed. If we cannot satisfy these financial covenants, we would be prohibited under our Credit Agreement (defined below) from engaging in certain activities, such as incurring additional indebtedness, paying dividends, making certain payments and acquiring and disposing of assets. Consequently, Adjusted EBITDA is critical to the assessment of our liquidity.

Management uses Adjusted Cash Flow to evaluate its ability to generate cash from operations, the performance of the business and our performance as compared to its peer group. Management also uses Adjusted Cash Flow to compare its performance against non-GAAP measures used by many companies in the biopharmaceutical industry, even though each company may customize its own calculation and therefore one company's metric may not be directly comparable to another's. We believe that non-GAAP financial measures, including Adjusted Cash Flow, are frequently used by securities analysts, investors and other interested parties to evaluate companies in our industry.

The non-GAAP financial measures used in this Annual Report on Form 10-K have limitations as analytical tools, and you should not consider them in isolation or as a substitute for the analysis of our results as reported under GAAP. We have provided a reconciliation of each non-GAAP financial measure to the most directly comparable GAAP financial measure, in each case being *Net cash provided by operating activities* below.

To arrive at Adjusted Cash Receipts, we start with the GAAP line item, *Net cash provided by operating activities*, and adjust for the following items from the statements of cash flows: to add back (1) *Proceeds from available for sale debt securities* (redemption of Biohaven Preferred Shares), which are cash inflows that management believes are derived from royalties and form part of our core business strategy, (2) *Distributions from equity method investees* which are classified as cash inflows from investing activities (3) *Interest paid*, net of *Interest received*, (4) Development-stage funding payments, (5) *Payments for operating and professional costs*, (6) *Payments for rebates* and (7) *Termination payments on derivative instruments*, and to deduct (1) *Distributions to legacy non-controlling interests - royalty receipts*, which represents distributions to the Legacy Investors Partnerships and RPSFT and (2) Derivative collateral posted or (received), net, both of which are excluded when management assesses its operating performance through cash collections, or, Adjusted Cash Receipts.

To arrive at Adjusted EBITDA, we start with *Net cash provided by operating activities* and adjust for the following items from the statements of cash flows: to add back (1) *Proceeds from available for sale debt securities* (redemption of Biohaven Preferred Shares), (2) *Distributions from equity method investees* which are classified as cash inflows from

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investing activities, (3) *Interest paid*, net of *Interest received,* (4) Development-stage funding payments and (5) *Termination payments on derivative instruments*, and to deduct (1) *Distributions to legacy non-controlling interests - royalty receipts* and (2) Derivative collateral posted or (received), net.

To arrive at Adjusted Cash Flow, we start with *Net cash provided by operating activities* and adjust for the following items from the statements of cash flows: to add back (1) *Proceeds from available for sale debt securities* (redemption of Biohaven Preferred Shares), (2) *Distributions from equity method investees* classified as cash inflows from investing activities, and (3) *Contributions from legacy non-controlling interests - R&D*, and to deduct (1) *Distributions to legacy non-controlling interests - royalty receipts* and (2) *Investments in equity method investees*. This is intended to present an Adjusted Cash Flow measure that is representative of cash generated from the broader business strategy of acquiring royalty-generating assets that are available for reinvestment and for discretionary purposes.

(in thousands)	Years Ended December 31,	
	2022	**2021**
Cash flow data (GAAP basis)		
Net cash provided by (used in):		
Operating activities	$ 2,143,980	$ 2,017,536
Investing activities	(1,029,421)	(1,870,280)
Financing activities	(944,856)	385,112
Net cash provided by operating activities (GAAP)	**$ 2,143,980**	**$ 2,017,536**
Adjustments:		
Proceeds from available for sale debt securities (1), (2)	542,044	62,500
Distributions from equity method investees (2)	—	523
Interest paid, net (2)	145,157	127,295
Development-stage funding payments - ongoing (3)	2,106	6,876
Development-stage funding payments - upfront and milestone (3)	175,000	193,208
Payments for operating and professional costs	222,969	184,511
Termination payments on derivative instruments	—	16,093
Distributions to legacy non-controlling interests - royalty receipts (2)	(441,963)	(479,604)
Adjusted Cash Receipts (non-GAAP)	**$ 2,789,293**	**$ 2,128,938**
Net cash provided by operating activities (GAAP)	**$ 2,143,980**	**$ 2,017,536**
Adjustments:		
Proceeds from available for sale debt securities (1), (2)	542,044	62,500
Distributions from equity method investees (2)	—	523
Interest paid, net (2)	145,157	127,295
Development-stage funding payments - ongoing (3)	2,106	6,876
Development-stage funding payments - upfront and milestone (3)	175,000	193,208
Termination payments on derivative instruments	—	16,093
Distributions to legacy non-controlling interests - royalty receipts (2)	(441,963)	(479,604)
Adjusted EBITDA (non-GAAP)	**$ 2,566,324**	**$ 1,944,427**
Net cash provided by operating activities (GAAP)	**$ 2,143,980**	**$ 2,017,536**
Adjustments:		
Proceeds from available for sale debt securities (1), (2)	542,044	62,500
Distributions from equity method investees (2)	—	523
Distributions to legacy non-controlling interests - royalty receipts (2)	(441,963)	(479,604)
Investments in equity method investees (2), (4)	(9,896)	(34,855)
Contributions from legacy non-controlling interests - R&D (2)	1,059	7,339
Adjusted Cash Flow (non-GAAP)	**$ 2,235,224**	**$ 1,573,439**

(1) Receipts from the quarterly redemption of the Series A Biohaven Preferred Shares in 2021 and 2022 and the accelerated redemption payments of all outstanding Series A and Series B Preferred Shares following Pfizer's acquisition of Biohaven in October 2022 are presented as *Proceeds from available for sale debt securities* on the statements of cash flows.

(2) The table below shows the line item for each adjustment and the direct location for such line item on the statements of cash flows.

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Reconciling Adjustment	Statements of Cash Flows Classification
Proceeds from available for sale debt securities	Investing activities
Investments in equity method investees	Investing activities
Distributions to legacy non-controlling interests - royalty receipts	Financing activities
Interest paid, net	Operating activities (*Interest paid* less *Interest received*)
Contributions from legacy non-controlling interests - R&D	Financing activities
Distributions from equity method investees	Investing activities

(3) Our lenders consider all payments made to support R&D activities for development-stage product candidates similar to asset acquisitions as these funds are expected to generate operational returns in the future. All ongoing development-stage funding payments and upfront and milestone development-stage funding payments are reported as R&D funding expense in net income and are added back in aggregate to *Net cash provided by operating activities* to arrive at Adjusted EBITDA. As a result, Adjusted EBITDA captures the full add-back for development-stage funding payments.

(4) We consider all payments to fund our operating joint ventures that are performing R&D activities for development-stage product candidates similar to asset acquisitions as these funds are expected to generate operational returns in the future. As a result, amounts funded through capital calls by our equity method investees, the Avillion Entities, are deducted to arrive at Adjusted Cash Flow, but are not deducted in Adjusted EBITDA.

Investments Overview

Ongoing investment in new royalties is fundamental to the long-term prospects of our business. New investments provide a source of growth for our royalty receipts, supplementing growth within our existing portfolio and offsetting declines for royalties on products that have lost market exclusivity. We evaluate an array of royalty acquisition opportunities on a continuous basis and expect to continue to make acquisitions in the ordinary course of our business. We have established a strong track record of identifying, evaluating and investing in royalties tied to leading products across therapeutic areas and treatment modalities. We invest in approved products and development-stage product candidates that have generated robust proof of concept data. We invest in these therapies through the purchase of royalties, milestones and related assets, other contractual receipts by making hybrid investments and by acquiring businesses with significant existing royalty assets or the potential for the creation of such assets.

In 2022, 2023, we invested $2.5 $2.2 billion to acquire in royalties, milestones and related assets. other contractual receipts. While volatility exists in the total amount funding of our new acquisitions on a year-to-year basis due to the unpredictable timing of new investment opportunities, we have consistently deployed significant amounts of cash when measured over multi-year periods. Our approach is rooted in a highly disciplined evaluation process that is not dictated by a minimum annual investment threshold.

Included below are tables of investment activities over each of the last three five years based on the type of investment at the acquisition date (in thousands). Announced transactions amounts reflect maximum transaction value for transactions entered into over each of the last three years. periods presented. Capital deployed amounts reflect Deployment represents the total outflows that will drive future Portfolio Receipts and reflects cash paid at the acquisition date and any subsequent associated contractual payments milestone investments reflected in the period in which cash was paid. Capital Deployment in approved/marketed royalties versus development-stage royalties is based upon the approval status of the therapy at the time of our upfront investment.

		Average	2022	2021	2020
	Average				
Announced Transactions	**Announced Transactions**				
Upfront payments	Upfront payments				
Upfront payments	Upfront payments	$2,132,667	$2,022,000	$2,307,000	$2,069,000
Potential payments/milestones	Potential payments/milestones	840,833	1,442,500	705,000	375,000
Total announced transaction value	**Total announced transaction value**	**$2,973,500**	**$3,464,500**	**$3,012,000**	**$2,444,000**
Capital Deployed					
Capital Deployment					
Capital Deployment					
Capital Deployment					
Approved/marketed royalties					
Approved/marketed royalties					
Approved/marketed royalties	Approved/marketed royalties	$1,726,360	$1,954,957	$1,819,903	$1,404,221
Development-stage royalties (1)	Development-stage royalties (1)	762,475	562,244	830,713	894,469
Total capital deployed		**$2,488,835**	**$2,517,201**	**$2,650,616**	**$2,298,690**
Total Capital Deployment (2)					

	Average	2023	2022	2021	2020	2019

(1) Development-stage royalties include: direct R&D funding arrangements and funding arrangements executed through our joint venture partnership with the Avillion Entities, investments in development-stage product candidates and investments in debt securities primarily made in connection with acquisitions of royalties on development-stage products from the seller.

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(2) Capital Deployment is calculated as the summation of the following line items from our GAAP consolidated statements of cash flows: *Investments in equity method investees, Purchases of available for sale debt securities, Acquisitions of financial royalty assets, Acquisitions of other financial assets, Milestone payments, Development-stage funding payments - ongoing, Development-stage funding payments - upfront and milestone* less *Contributions from legacy non-controlling interests - R&D.*

Summary of Royalty Acquisition Activity Activities

- In January 2024, we acquired a royalty interest in ecopipam for an upfront payment of $49 million and up to $44 million in milestone payments contingent on the achievement of certain regulatory milestones. Ecopipam is in Phase 3 development by Emalex Biosciences for the treatment of Tourette Syndrome.

- In November 2023, we acquired a royalty interest in long-acting injectable olanzapine (TEV-'749) from Teva Pharmaceuticals International GmbH, a subsidiary of Teva Pharmaceutical Industries Ltd. ("Teva") for up to $125 million to support the development of TEV-'749, a Phase 3 development-staged product for the treatment of schizophrenia.

- In October 2023, we acquired additional royalties on Roche's Evrysdi, an approved product for the treatment of spinal muscular atrophy, from PTC Therapeutics, Inc. ("PTC") for an upfront payment of $1 billion. Until December 31, 2025, PTC has an option to sell its remaining royalties for $500 million less royalties received in respect of its retained royalties in five equal tranches. If PTC exercises its options for fewer than three tranches, we have an option to acquire half of PTC's remaining royalties as of the date of our transaction for $250 million less royalties received in respect of its retained royalties until March 31, 2026.

- In September 2023, we acquired a royalty interest in Skytrofa from Ascendis Pharma A/S for an upfront payment of $150 million. Skytrofa is approved for the treatment of pediatric patients with growth failure due to inadequate secretion of endogenous growth hormone.

- In August 2023, we acquired a royalty interest in Adstiladrin from Ferring Pharmaceuticals for an upfront payment of $300 million and a $200 million additional milestone payment contingent on certain manufacturing goals. Adstiladrin is approved for the treatment of adult patients with high-risk Bacillus Calmette-Guérin unresponsive non-muscle invasive bladder cancer with carcinoma in situ with or without papillary tumors.

- In June 2023, we acquired an incremental royalty interest in Erleada from the Regents of the University of California for an upfront payment of $59 million. Erleada is approved for the treatment of prostate cancer and is marketed by Johnson & Johnson.

- In March 2023, we acquired a royalty interest in KarXT from PureTech Health plc for an upfront payment of $100 million and up to $400 million in milestone payments contingent on the achievement of certain regulatory and commercial milestones. KarXT is in Phase 3 development by Karuna Therapeutics for the treatment of psychiatric and neurological conditions, including schizophrenia as a monotherapy and adjunctive therapy and psychosis in Alzheimer's disease.

- In January 2023, we acquired royalty interests in Spinraza and pelacarsen from Ionis Pharmaceuticals, Inc. for an upfront payment of $500 million and committed up to $625 million in additional payments contingent upon the achievement of certain pelacarsen milestones. Spinraza is approved for the treatment of spinal muscular atrophy and pelacarsen is in Phase 3 development by Novartis for the treatment of cardiovascular disease.

- In November 2022, we acquired a royalty interest in olpasiran from Arrowhead Pharmaceuticals for an upfront payment of $250 million and certain contingent clinical, regulatory, and sales-based milestones of up to $160 million. Olpasiran is currently in Phase 3 development for the treatment of atherosclerotic cardiovascular disease and is licensed to Amgen.

- In October 2022, we entered into a R&D funding agreement with Merck to co-fund the development of MK-8189, an investigational oral PDE10A inhibitor currently being evaluated in a Phase 2b study for the treatment of schizophrenia. We funded $50 million upon closing, and if Merck decides to proceed with Phase 3, we have the option to fund up to an additional $375 million. In exchange, we are eligible to receive milestone payments associated with certain regulatory approvals as well as royalties on annual worldwide sales of any approved product.

- In July 2022, we acquired all of the equity interests in Theravance Respiratory Company, LLC from Theravance and Innoviva, Inc. which entitles us to the right to receive royalties on the annual worldwide sales of Trelegy for an upfront payment of $1.31 billion and up to $300 million in additional payments contingent upon the achievement of certain sales milestones. Additionally, we agreed to provide Theravance $25 million in upfront funding and a potential $15 million regulatory milestone payment to support the clinical development of ampreloxetine.

- In June 2022, we acquired an ex-U.S. royalty interest in Gavreto from Blueprint Medicines for an upfront payment of $175 million and contingent sales-based milestones up to $165 million. During the fourth quarter of 2022, we impaired our financial royalty asset related to Gavreto and recorded a non-cash impairment charge of $182.1 million.

- In April 2022, we acquired common stock and a revenue participation right from ApiJect Holdings, Inc. for $50 million.

- In January 2022, we acquired a royalty interest in aficamten, a development-stage product for oHCM, for an upfront payment of $50 million and two additional contingent $50 million payments which are triggered upon the initiation of potential pivotal clinical trials for oHCM and nonobstructive hypertrophic cardiomyopathy, respectively. In February 2022, one of the $50 million contingent milestone payments was triggered following Cytokinetics' announcement that it initiated the clinical trial for oHCM. Additionally, we entered into a funding agreement to provide Cytokinetics long-term capital of up to $300 million ("Cytokinetics Commercial Launch Funding") to support further development of aficamten and potential commercialization of omecamtiv mecarbil, both development-stage products. The Cytokinetics Commercial Launch

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Funding is available in five tranches, including an initial tranche of $50 million that was funded upon closing. In June 2022, we amended the funding agreement to increase the required draw amount and further amended the funding agreement in December 2022 to extend the draw periods and increase the repayments terms of the second and third tranche.

- In November 2021, we acquired incremental royalty interests in BCX9930 and Orladeyo (berotralstat) from BioCryst for an upfront cash payment of $150 million. Additionally, we paid $50 million to purchase 3,846 thousand shares of BioCryst common stock, which was calculated based on the volume-weighted average price of BioCryst common stock over a period preceding the closing of the transaction.

- In June 2021, we announced a long-term strategic funding partnership with MorphoSys to support its acquisition of Constellation Pharmaceuticals, Inc. ("Constellation"), which closed on July 15, 2021. We agreed to provide up to $2.025 billion of funding to MorphoSys, comprised of an upfront payment of $1.425 billion, additional milestone payments of up to $150 million, up to $350 million of capital ("Development Funding Bonds") in exchange for royalties and fixed payments on the Development Funding Bonds, once drawn. In connection with the closing of its acquisition of Constellation, we purchased 1,337,552 ordinary shares of MorphoSys for $100 million at a price of €63.35 per ordinary share, based on the average trading price of the ordinary shares over a period preceding the closing of the acquisition. In September 2022, we funded $300 million under the Development Funding Bonds. In the fourth quarter of 2022, we recognized impairment charges of $433.7 million related to otilimab and gantenerumab, two of the development stage products that we acquired royalties on from MorphoSys.

- In April 2021, we acquired a royalty interest in Oxlumo from Dicerna Pharmaceuticals, Inc. for an upfront cash payment of $180 million and up to $60 million in contingent sales-based milestone payments. Oxlumo, which has been approved by the FDA and EMA for the treatment of primary hyperoxaluria type 1, is marketed by Alnylam.

- In March 2021, we acquired a royalty interest in the cabozantinib products Cabometyx and Cometriq from GSK for an upfront payment of $342 million and up to $50 million in additional payments contingent on the achievement of regulatory approvals of cabozantinib for prostate cancer and lung cancer in the United States and Europe.

- In January 2021, we acquired a royalty interest in seltorexant from Minerva Neurosciences, Inc. for an upfront payment of $60 million and up to $95 million in additional milestone payments, contingent on the achievement of certain clinical, regulatory and commercialization milestones. Seltorexant is currently in Phase 3 development for the treatment of major depressive disorder with insomnia symptoms by Johnson & Johnson.

Additionally, in April 2021, we entered into an agreement with MSCI to develop thematic life sciences indexes. In return, we will receive a portion of MSCI's revenues from those indexes. The financial impact associated with this transaction was not material in 2022.

Liquidity and Capital Resources

Overview

Our primary source of liquidity is cash provided by operations. For 2022 2023 and 2021, 2022, we generated $2.1 billion $3.0 billion and $2.0 billion, $2.1 billion, respectively, in *Net cash provided by operating activities*. We believe that our existing capital resources, cash provided by operating activities and access to our undrawn Revolving Credit Facility (defined below) will continue to allow us to meet our operating and working capital requirements, to fund planned strategic acquisitions and R&D funding arrangements, and to meet our debt service obligations for the foreseeable future. We have historically operated at a low level of fixed operating costs. Our primary cash operating expenses, other than R&D funding commitments, include interest expense, our Operating and Personnel Payments, and legal and professional fees.

We have access to substantial sources of funds in the capital markets and we may, from time to time, seek additional capital through a combination of additional debt or equity financings. In July 2021, September 2023, we issued $1.3 billion repaid $1.0 billion of our senior unsecured notes. Additionally, we have a Revolving Credit Facility which provides for borrowing capacity of up to $1.5 billion that remains undrawn and available to us as of December 31, 2022. notes upon maturity. As of December 31, 2022 and 2021, December 31, 2023, the par value of our total outstanding borrowings senior unsecured notes was $7.3 $6.3 billion. Additionally, we have up to $1.8 billion of available revolving commitments under our Revolving Credit Facility. A summary of our borrowing activities, balances and compliance with certain debt covenants under various financing arrangements is included in Note 11– 10–Borrowings within the Notes to Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K.

We have historically funded our acquisition program investments through free operating cash flow, flows, equity contributions and debt. Our low operating costs coupled with a lack of capital expenditures and low taxes have contributed to our strong financial profile, resulting in high operating leverage and high conversion of our Adjusted Cash Receipts to Adjusted Cash Flow. cash flow conversion. We expect to continue funding our current and planned operating costs (excluding acquisitions) principally through our cash flow from operations and our acquisition program investments through cash flow and issuances of equity and debt. In the past, we We have supplemented our available cash and cash equivalents on hand with attractive debt capital to fund certain strategic acquisitions.

Our ability to satisfy our working capital needs, debt service and other obligations, and to comply with the financial covenants under our financing agreements depends on our future operating performance and cash flow, which are in turn subject to prevailing economic conditions and other factors, many of which are beyond our control.

Cash Flows

The following table and analysis of cash flow changes presents present a summary of our cash flow activity activities for 2022 2023 compared to 2021 2022 (in thousands). For a discussion of cash flow activities for 2021 2022 compared to 2020, 2021, please refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2021 December 31, 2022.

Years Ended December 31,

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	2022	2021	Change
	Years Ended December 31,		
	2023		
	2023		
	2023	2022	Change
Cash provided by (used in):	Cash provided by (used in):		
Operating activities	Operating activities		
Operating activities	Operating activities	$2,143,980	$2,017,536	$ 126,444
Investing activities	Investing activities	(1,029,421)	(1,870,280)	840,859
Financing activities	Financing activities	(944,856)	385,112	(1,329,968)

Analysis of Cash Flow Changes

Operating Activities

Cash provided by operating activities increased by $126.4 million $843.8 million in 2022 2023 compared to 2021, 2022, primarily driven by an increase in cash collections from financial royalty assets of $191.4 million. $694.2 million, including a $475.0 million milestone related to Zavzpret, and lower development-stage funding payments in 2023. The increase in royalty receipts was partially offset by lower cash collections from intangible assets of $78.2 million $71.6 million, as our royalty receipts on Januvia, Janumet and other DPP-IVs substantially ended in the second quarter of 2022, and higher interest paid of $39.7 million, primarily due to the interest payments made on the 2021 Notes commencing in 2022.

Investing Activities

Cash used in investing activities decreased increased by $840.9 million $1.0 billion in 2022 2023 compared to 2021, 2022, primarily driven by a $449.9 $373.9 million decrease increase in cash used for acquisitions of financial royalty assets and the $479.5 million receipt of accelerated redemption payments for all outstanding Series A and Series B Preferred Shares following Pfizer's acquisition of Biohaven in October 2022. The lower use of cash was further driven by a $156.2 million increase in the overall net cash provided by proceeds from marketable securities and higher proceeds from equity securities in 2022. The lower use of cash was partially offset by the funding of $300 million under the Development Funding Bonds with MorphoSys in 2022. $533.1 million.

Financing Activities

Cash used in financing activities increased by $1.2 billion in 2022 was $944.9 million 2023 compared to cash provided 2022, primarily driven by financing activities of $385.1 $1.0 billion in debt repayments and $304.8 million in 2021, driven repurchases of our Class A ordinary shares. The increase was partially offset by $1.3 billion in net proceeds received from lower distributions of Portfolio Receipts to legacy non-controlling interests as royalties jointly owned by the 2021 Notes issuance in July 2021. Legacy Investors Partnerships and RPSFT are maturing.

Sources of Capital

As of December 31, 2023, our cash and cash equivalents totaled $477.0 million. We did not hold any marketable securities as of December 31, 2023. As of December 31, 2022, our cash and cash equivalents and marketable securities totaled $1.7 billion and $24.4 million, respectively. As of December 31, 2021, our cash and cash equivalents and marketable securities totaled $1.5 billion and $581.9 million, respectively. We intend to fund short-term and long-term financial obligations as they mature through cash and cash equivalents, sales of marketable securities, future cash flows from operations or the issuance of additional debt. Our ability to generate cash flows from operations, issue debt or enter into financing arrangements on acceptable terms could be adversely affected if there is a material decline in the sales of the underlying pharmaceutical products in which we hold royalties, deterioration in our key financial ratios or credit ratings, or other material unfavorable changes in business conditions. Currently, we believe that we have sufficient financial flexibility to issue debt, enter into other financing arrangements and attract long-term capital on acceptable terms to support our growth objectives.

Borrowings

Our borrowings as of December 31, 2023December 31, 2022 and 2021 2022 consisted of the following (in thousands):

	Date of Issuance	Maturity	As of December 31, 2022	As of December 31, 2021

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	Date of Issuance			Date of Issuance	Maturity	As of December 31, 2023	As of December 31, 2022
Senior Unsecured Notes:	Senior Unsecured Notes:						
$1,000,000, 0.75% (issued at 99.322% of par)							
$1,000,000, 0.75% (issued at 99.322% of par)							
$1,000,000, 0.75% (issued at 99.322% of par)	$1,000,000, 0.75% (issued at 99.322% of par)	9/2020	9/2023	$1,000,000	$1,000,000		
$1,000,000, 1.20% (issued at 98.875% of par)	$1,000,000, 1.20% (issued at 98.875% of par)	9/2020	9/2025	1,000,000	1,000,000		
$1,000,000, 1.75% (issued at 98.284% of par)	$1,000,000, 1.75% (issued at 98.284% of par)	9/2020	9/2027	1,000,000	1,000,000		
$1,000,000, 2.20% (issued at 97.760% of par)	$1,000,000, 2.20% (issued at 97.760% of par)	9/2020	9/2030	1,000,000	1,000,000		
$600,000, 2.15% (issued at 98.263% of par)	$600,000, 2.15% (issued at 98.263% of par)	7/2021	9/2031	600,000	600,000		
$1,000,000, 3.30% (issued at 95.556% of par)	$1,000,000, 3.30% (issued at 95.556% of par)	9/2020	9/2040	1,000,000	1,000,000		
$1,000,000, 3.55% (issued at 95.306% of par)	$1,000,000, 3.55% (issued at 95.306% of par)	9/2020	9/2050	1,000,000	1,000,000		
$700,000, 3.35% (issued at 97.565% of par)	$700,000, 3.35% (issued at 97.565% of par)	7/2021	9/2051	700,000	700,000		
Total senior unsecured debt	Total senior unsecured debt			7,300,000	7,300,000		
Total senior unsecured debt							
Total senior unsecured debt							

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Unamortized debt discount and issuance costs	Unamortized debt discount and issuance costs	(183,678)	(203,930)
Total long-term debt, including current portion	Total long-term debt, including current portion	7,116,322	7,096,070
Less: Current portion of long-term debt	Less: Current portion of long-term debt	(997,512)	—
Total long-term debt	**Total long-term debt**	**$6,118,810**	**$7,096,070**

Senior Unsecured Notes

On July 26, 2021, we issued the 2021 Notes $1.3 billion of senior unsecured notes (the "2021 Notes") with a weighted average coupon rate of 2.80% and requiring annual interest payments of approximately $36.4 million, paid semi-annually. . On September 2, 2020, we issued $6.0 billion of senior unsecured notes (the "2020 Notes") with a weighted average coupon rate of 2.13% and requiring annual interest payments of approximately $127.5 million, paid semi-annually. .We used the net proceeds from the 2020 Notes offering, together with available cash on hand, to repay in full the outstanding principal amounts of term loans under our prior senior secured credit facilities. We refer to the 2020 Notes and 2021 Notes, collectively, as the "Notes." The Notes require semi-annual interest payments. Indentures governing the Notes contain certain covenants with which we were in compliance as of December 31, 2022 December 31, 2023.

Senior Unsecured Revolving Credit Facility

On September 15, 2021, we entered into an amended and restated revolving credit agreement, which was further amended on October 31, 2022 (the "Credit Agreement"). The Credit Agreement amended and restated the prior credit agreement that our Our subsidiary, RP Holdings, as borrower, initially entered into the Amended and Restated Credit Agreement (the "Credit Agreement") on September 18, 2020 September 15, 2021, which provided provides for a five-year an unsecured revolving credit facility (the "Revolving Credit Facility") with . Amendment No. 3 to the Credit Agreement, which was entered into on December 22, 2023, increased the borrowing capacity of up to $1.5 $1.8 billion for general corporate purposes. The purposes with $1.69 billion of the revolving commitments maturing on December 22, 2028 and the remaining $110.0 million of revolving commitments maturing on October 31, 2027. On January 24, 2024, we entered into Amendment No. 4 to the Credit Agreement to make certain technical modifications. As of December 31, 2023, we have a borrowing capacity of $1.8 billion under the Revolving Credit Facility has a maturity date of October 31, 2027. Facility.

The Credit Agreement that governs the Revolving Credit Facility contains certain customary covenants, which we that among other things, require us to maintain (i) a consolidated leverage ratio at or below 4.00 to 1.00 (or at or below 4.50 to 1.00 following a qualifying material acquisition) of consolidated funded debt to Adjusted EBITDA, each as defined and calculated with the ratio level calculated with further adjustments as set forth in the Credit Agreement, (ii) a consolidated coverage ratio at or above 2.50 to 1.00 of Adjusted EBITDA to consolidated interest expense, each as defined and calculated with further adjustments as set forth in the Credit Agreement and (iii) a consolidated Portfolio Cash Flow Ratio at or below 5.00 to 1.00 (or at or below 5.50 to 1.00 following a qualifying material acquisition) of consolidated funded debt to Portfolio Cash Flow, each as defined and calculated with the ratio level calculated with further adjustments as set forth in the Credit Agreement.

We were in compliance with the financial covenants as of December 31, 2022 December 31, 2023.

Adjusted EBITDA and Portfolio Cash Flow are non-GAAP liquidity measures that are key components of certain material covenants contained within the Credit Agreement. Noncompliance with the financial covenants under the Credit Agreement could result in our lenders requiring us to immediately repay all amounts borrowed. If we cannot satisfy these financial covenants, we would be prohibited under our Credit Agreement from engaging in certain activities, such as incurring additional indebtedness, paying dividends, making certain payments and acquiring and disposing of assets.

The table below presents Adjusted EBITDA and Portfolio Cash Flow for 2023 and 2022, each as calculated according to their respective definition in our Credit Agreement (in thousands):

	Years Ended December 31,	
	2023	**2022**
Portfolio Receipts	**$ 3,048,713**	**$ 2,789,293**
Payments for operating and professional costs	(243,012)	(222,969)
Adjusted EBITDA (non-GAAP)	**$ 2,805,701**	**$ 2,566,324**
Interest paid, net	(97,564)	(145,157)
Portfolio Cash Flow (non-GAAP)	**$ 2,708,137**	**$ 2,421,167**

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Adjusted EBITDA and Portfolio Cash Flow are non-GAAP liquidity measures that exclude the impact of certain items and therefore have not been calculated in accordance with GAAP. We caution readers that amounts presented in accordance with our definitions of Adjusted EBITDA and Portfolio Cash Flow may not be the same as similar measures used by other companies or analysts. A reconciliation of Adjusted EBITDA and Portfolio Cash Flow to *Net cash provided by operating activities*, the closest GAAP measure, is presented below (in thousands):

	Years Ended December 31,	
	2023	2022
Net cash provided by operating activities (GAAP)	**$ 2,987,802**	**$ 2,143,980**
Adjustments:		
Proceeds from available for sale debt securities (1), (2)	1,440	542,044
Distributions from equity method investees (2)	43,882	—
Interest paid, net (2)	97,564	145,157
Development-stage funding payments - ongoing	2,000	2,106
Development-stage funding payments - upfront and milestone	50,000	175,000
Distributions to legacy non-controlling interests - Portfolio Receipts (2)	(376,987)	(441,963)
Adjusted EBITDA (non-GAAP)	**$ 2,805,701**	**$ 2,566,324**
Interest paid, net (2)	(97,564)	(145,157)
Portfolio Cash Flow (non-GAAP)	**$ 2,708,137**	**$ 2,421,167**

(1) In the fourth quarter of 2023, we began receiving quarterly payments on the return of the first tranche of the Cytokinetics Commercial Launch Funding (presented as *Proceeds from available for sale debt securities* on the statement of cash flows). In 2022, amount relates to the quarterly redemptions of the Series A Biohaven Preferred Shares and the accelerated redemption payments of all outstanding Series A and Series B Preferred Shares following Pfizer's acquisition of Biohaven in October 2022 (presented as *Proceeds from available for sale debt securities* on the statement of cash flows).

(2) The Revolving Credit Facility remains undrawn table below shows the line item for each adjustment and available to us as the direct location for such line item on the statements of December 31, 2022. cash flows.

Reconciling Adjustment	Statements of Cash Flows Classification
Interest paid, net	Operating activities (*Interest paid* less *Interest received*)
Distributions from equity method investees	Investing activities
Proceeds from available for sale debt securities	Investing activities
Distributions to legacy non-controlling interests - Portfolio Receipts	Financing activities

Uses of Capital

Acquisitions of Royalties

We acquire product royalties in ways that can be tailored to the needs of our partners through a variety of structures:

- ***Third-party Royalties*** – – Existing royalties on approved or late-stage development therapies with high commercial potential. A royalty is the contractual right to a percentage of top-line sales from a licensee's use of a product, technology or intellectual property. The majority of our current portfolio consists of third-party royalties. .

- ***Synthetic Royalties*** – – Newly-created royalties on approved or late-stage development therapies with strong proof of concept and high commercial potential. A synthetic royalty is the contractual right to a percentage of top-line sales by the developer or marketer of a therapy in exchange for funding. A synthetic royalty may also include contingent milestone payments. We also fund ongoing R&D for biopharmaceutical companies in exchange for future royalties and milestones if the product or indication we are funding is approved.

- ***Launch and Development Capital*** – – Tailored supplemental funding solutions, generally included as a component within a transaction, increasing the scale of our capital. Launch and development capital is generally provided in exchange for a long-term stream of fixed payments with a predetermined schedule around the launch of a drug. Launch and development capital may also include a direct investment in the public equity of a company.

- ***Mergers and Acquisitions ("M&A") Related*** – **Related** – We acquire royalties in connection with M&A transactions, often from the buyers of biopharmaceutical companies when they dispose of the non-strategic assets of the target company following the closing of the acquisition. We also seek to partner with companies to acquire other biopharmaceutical companies that own significant royalties. We may also seek to acquire biopharmaceutical companies that have significant royalties or where we can create royalties in subsequent transactions.

Additionally, we may identify additional opportunities, platforms or technologies that leverage our capabilities such as our strategic alliance with MSCI to develop thematic life sciences indexes. capabilities.

Distributions to Shareholders

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We paid dividends to holders of our Class A ordinary shares of $333.3 million $358.3 million and $285.2 million $333.3 million in 2022 2023 and 2021, 2022, respectively. We do not have a legal obligation to pay a quarterly dividend or dividends at any specified rate or at all.

Class A Ordinary Share Repurchases

In March 2023, our board of directors authorized a share repurchase program under which we may repurchase up to $1.0 billion of our Class A ordinary shares. The authorization for the share repurchase program expires on June 23, 2027. Share repurchases may be made in the open market or in privately negotiated transactions. In 2023, we repurchased 9,846 thousand shares at a cost of approximately $304.8 million.

Other Funding Arrangements

In January 2022, we entered into a long-term funding agreement, which was amended later in the same year, with Cytokinetics Cytokinetics. We agreed to provide funding of up to $300 million of capital $300 million ("Cytokinetics Commercial Launch Funding") available in five tranches to support Cytokinetics for further development of aficamten and potential commercialization of omecamtiv mecarbil. We funded the tranches. The initial tranche of $50 million of the Cytokinetics Commercial Launch Funding $50 million was funded upon closing. During 2022, we amended the funding agreement to increase the required draw amount, extend the draw period and modify the return for the second and third tranches. Cytokinetics is required to draw $50 million $50 million if a certain contingency is met and has the option to draw the remaining $200 million $200 million upon the occurrence of certain regulatory and clinical development milestones. As of December 31, 2022, we expect $125 million milestones ("Cytokinetics Funding Commitments"). Because the regulatory milestones for the second and third tranches were not met, $75 million of the optional $200 million to remain funding is no longer available. As of December 31, 2023, $125 million of the optional $200 million remains available under the Cytokinetics Commercial Launch Funding due Commitments and Cytokinetics is required to draw $50 million if a certain contingency is met.

In November 2023, we entered into a funding agreement with Teva to provide up to $100 million to fund the likelihood that certain regulatory milestones will not be met by March 31, 2023 ongoing development of olanzapine LAI (TEV-'749). We have an option with Teva upon mutual agreement to increase the total funding amount to $125 million. Funding is expected to begin in the first quarter of 2024.

We may have other funding arrangements where we are contractually obligated to fund R&D activities performed by our development partners. We also have funding arrangements related to our equity method investments in the Avillion Entities. As our committed capital requirements are based on phases of development, the completion of which is highly uncertain, only the capital required to fund the current stage of development under such funding arrangements is considered committed capital, which approximates $43.8 $27.3 million as of December 31, 2022 December 31, 2023.

We also have certain milestone payments payable to our counterparties that are contingent on the successful achievement of certain development, regulatory approval or commercial milestones. These contingent milestone payments are not considered contractual obligations. In 2023, we paid a $12.4 million sales-based milestone related to Erleada and a $50.0 million milestone payment to Cytokinetics which was triggered following the initiation of the first pivotal clinical trial in nHCM. In 2022, we made a $50 million milestone payment to Cytokinetics which was triggered following Cytokinetics' announcement that it initiated the initiation of the first pivotal clinical trial in oHCM. In 2021, we made a $100 million payment to Biohaven related to a development milestone that was achieved upon the start of the oral zavegepant Phase 3 program.

Debt Service

In September 2023, we repaid $1.0 billion of senior unsecured notes upon maturity. As of December 31, 2022 December 31, 2023, the future principal and interest payments under our Notes over the next five years and thereafter are as follows (in thousands):

Year	Year	Principal Payments	Interest Payments	Year	Principal Payments	Interest Payments
2023		$1,000,000	$ 163,850			
2024	2024	—	156,350			
2025	2025	1,000,000	156,350			
2026	2026	—	144,350			
2027	2027	1,000,000	144,350			
2028						
Thereafter	Thereafter	4,300,000	1,925,900			
Total (1)	**Total (1)**	**$7,300,000**	**$2,691,150**			

(1) Excludes unamortized debt discount and issuance costs of $183.7 $164.7 million as of December 31, 2022 December 31, 2023, which are amortized through interest expense over the remaining life of the underlying debt obligations.

Operating and Personnel Payments

Under the Management Agreement, we pay quarterly Operating and Personnel Payments equal to 6.5% of the cash receipts from royalty investments Royalty Investments, or Portfolio Receipts, for such quarter and 0.25% of our security investments under GAAP as of the end of each quarter. Because the Operating and Personnel Payments are determined based on cash receipts, Portfolio Receipts, the amounts are variable. The payment for our Operating and Personnel Payment is the most significant component of *Payments for operating and professional costs* presented on the statements of cash flows. Additionally, the expenses incurred in respect of Operating and Personnel Payments are expected to comprise the most significant component of G&A expenses on an ongoing basis.

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Guarantor Financial Information

Our obligations under the Notes are fully and unconditionally guaranteed by RP Holdings, a non-wholly owned subsidiary (the "Guarantor Subsidiary"). Our remaining subsidiaries (the "Non-Guarantor Subsidiaries") do not guarantee the Notes. Under the terms of the indenture governing the Notes, Royalty Pharma plc and the Guarantor Subsidiary each fully and unconditionally, jointly and severally, guarantee the payment of interest, principal and premium, if any, on the Notes. As of December 31, 2022 December 31, 2023, the par value and carrying value of the total outstanding and guaranteed Notes was $7.3 $6.3 billion and $7.1 $6.1 billion, respectively.

The following financial information presents summarized combined balance sheet information as of December 31, 2022 December 31, 2023, and summarized combined statement of operations information for 2022 2023 for Royalty Pharma plc and RP Holdings. All intercompany balances and transactions between Royalty Pharma plc and RP Holdings are eliminated in the presentation of the combined financial statements. RP Holdings' most significant asset is its investment in operating subsidiaries, which has been eliminated in the table below to exclude investments in Non-Guarantor Subsidiaries. Our operating subsidiaries hold the majority of our cash and cash equivalents, marketable securities and financial royalty assets. As a result, our ability to make required payments on the Notes depends on the performance of our operating subsidiaries and their ability to distribute funds to us. There are no material restrictions on distributions from the operating subsidiaries. Amounts presented below do not represent our total consolidated amounts as of December 31, 2022 or for the year ended 2022 December 31, 2023 (in thousands):

Summarized Combined Balance Sheet

	As of December 31, 2022	December 31, 2023
Current assets	$ 92,805	42,474
Current interest receivable on intercompany notes due from Non-Guarantor Subsidiaries	14,744	13,086
Non-current assets	4,033	4,107
Non-current intercompany notes receivable due from Non-Guarantor Subsidiaries	1,986,906	1,921,576
Current liabilities	1,053,942	53,390
Current interest payable on intercompany notes due to Non-Guarantor Subsidiaries	14,744	13,086
Non-current liabilities	6,118,022	6,134,383
Non-current intercompany notes payable due to Non-Guarantor Subsidiaries	1,655,842	1,550,204

Summarized Combined Statement of Operations

	Year Ended December 31, 2022	December 31, 2023
Interest income on intercompany notes receivable from Non-Guarantor Subsidiaries	$ 65,738	85,263
Other income	1,492	7,542
Operating expenses	208,459	207,790
Interest expense on intercompany notes payable with Non-Guarantor Subsidiaries	50,781	45,852
Net loss	192,010	160,837

Critical Accounting Policies and Use of Estimates

The preparation of financial statements in accordance with generally accepted accounting principles in the United States requires the use of estimates, judgments and assumptions that affect the reported amounts of assets and liabilities and the reported amounts of revenue and expenses. Certain of these policies are considered critical as they have the most significant impact on our financial condition and results of operations and require the most difficult, subjective, or complex judgments, often because of the need to make estimates about the effect of matters that are inherently uncertain. On an ongoing basis, we evaluate our estimates that are based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. The result of these evaluations forms the basis for making judgments about the carrying values of assets and liabilities and the reported amount of income and expenses that are not readily apparent from other sources. Because future events and their effects cannot be determined with certainty, actual results could differ from our assumptions and estimates, and such differences could be material.

Our most critical accounting policies relate to our financial royalty assets and the full descriptions can be found in Note 2–Summary of Significant Accounting Policies to our consolidated financial statements. Similarly, the most significant judgments and estimates applied by management are associated with the measurement of our financial royalty assets at amortized cost using the prospective effective interest method. The application of the prospective approach to calculate interest income from our financial royalty assets requires management's judgment in forecasting the expected future cash flows of the underlying royalties. These estimates and judgments arise because of the inherent uncertainty in predicting future events.

We evaluate financial royalty assets for impairment on an individual basis by comparing the effective interest rate at each reporting date to that of the prior period. If the effective interest rate for the current period is lower than the prior period and if the gross cash flows have declined (expected and collected), management records a provision for the change in expected cash flows. The provision is measured as the difference between the financial royalty asset's amortized cost basis and the net present value of the expected future cash flows, calculated based on the prior period's effective interest rate. The amount recognized as provision expense increases the financial royalty asset's cumulative allowance, which reduces the net carrying value of the financial royalty asset.

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Factors Impacting Expected Future Cash Flows

The amounts and timing of forecasted expected future cash flows are largely influenced by sell-side equity research analyst coverage, commercial performance of the product and the royalty duration.

- *Analyst coverage*. Forecasts of expected future cash flows are developed from sales projections of the underlying biopharmaceutical products as published in sell-side equity research analyst reports. In projecting future cash flows, our policy is to rely on sell-side research analysts' consensus sales forecasts to derive annual sales projections for each financial royalty asset over the periods for which we are entitled to royalties or milestones. These forecasts are based on market research that analyzes factors such as growth in global economies, industry trends and product life cycles. For the majority of the portfolio of financial royalty assets, management utilizes We generally utilize statistical curves to project future sales for a portion of the royalty duration when sell-side equity research coverage ends or when estimates are not available for the duration of the royalty. The statistical curves are modelled from a combination of historical trends and available sell-side equity research analyst consensus sales estimates. In limited cases when the statistical curve is not used, management may develop and apply growth rate estimates from existing sell-side equity research analysts' consensus sales forecasts to project future sales for products. Based on the level of detail in sell-side equity research analyst models, management can also be required to apply assumptions to the sales forecasts to estimate the quarterly and geographical allocation from annual sales projections and, for franchised products, to estimate the product mix and pricing mix, or to exclude from projections sales forecasts for unapproved products or indications. products. Our contractual royalty terms, rates, and any milestones are then applied to the adjusted sales projections to calculate the expected royalty or milestone payments over the term of the financial royalty asset's life, forming the basis for our forecast of expected future cash flows used to calculate and measure interest income.

- *Commercial performance*. The approval of a product for use in new indications can extend the date through which we are entitled to royalties or milestones on that product. For certain financial royalty assets, such as the cystic fibrosis franchise, we are entitled to royalties on approved combination products and may be entitled to royalties on future combination products, which, once approved, create new cash flow streams which were not initially contemplated and for which sales were previously not reflected in expected future cash flows. We generally do not recognize income from, or forecast sales for, unapproved products or indications. products. If a product is removed from all or a portion of a market, subsequent sell-side equity research analysts' consensus sales forecasts will reflect the expected drop in sales. Both the new cash flow streams and the cessation of cash flow streams related to a product's performance in the market over the royalty term can materially affect our forecast of expected future cash flows.

- *Royalty duration.* The duration of a royalty can be based on a variety of factors, such as regulatory and marketing approval dates, patent expiration dates, the number of years from first commercial sale, the first date of manufacture of the patent-protected product, the entry of generics or a contractual date arising from litigation, which are all impacted by the point in time in the product's life cycle at which we acquire the royalty. Royalty duration varies durations vary by geography as the United States, European Union and other jurisdictions may be subject to different country-specific patent protection terms or exclusivity based on contractual terms. Products may be covered by a number of patents and, for products whose royalty term is linked to the existence of valid patents, management is required to make judgments about the patent providing the strongest patent protection to align the period over which management forecasts expected future cash flows to the royalty term. It is common for the latest expiring patent in effect at the date we acquire a financial royalty asset to be extended, adjusted or replaced with newer dated patents subsequent to our acquisition of a royalty due to new information, resulting in changes to the royalty duration in later periods. Patents may expire earlier than expected at the time of the acquisition due to the loss of patent protection, loss of data exclusivity on intellectual property, contractual licensing terms limiting royalty payments based on time from product launch, due to recent legal developments or litigation. Macroeconomic factors, such as changes in economies or the competitive landscape, including the unexpected loss of exclusivity to the products underlying our portfolio of royalties, changes in government legislation, product life cycles, industry consolidations and other changes beyond our control could result in a positive or negative impact on our forecast of expected future cash flows.

Significant Assumptions Applied in Developing Forecasted Expected Future Cash Flows

As part of the preparation of the forecasted expected future cash flows, which relies on the sources and variables discussed above, management is required to make assumptions around the following forecast inputs: (1) estimates of the duration of the royalty, which includes consideration of the strength of patent protection and anticipated entry of generics, (2) product growth rates and sales trends in outer years, generally projected through statistical curves, (3) the product and pricing mix for franchised products, and (4) the geographical allocation of annual sales data from sell-side equity research analysts' models. models, and (5) the portion of sales that are subject to royalty which is referred to as royalty bearing sales. The most significant assumptions used in forecasting the expected future cash flows for our royalties and requiring management's judgement include (1) estimates of the duration of the royalty and (2) sales trends and product growth rates in outer years of the royalty term, which are primarily derived from statistical models.

The royalty duration is important for purposes of accurately measuring interest income over the life of a financial royalty asset. In making assumptions around the royalty duration for terms that are not contractually fixed, management considers the strength of existing patent protection, timing for expected entry of generics, geographical exclusivity periods and potential patent term extensions tied to the underlying product. It is common for royalty durations to expire earlier or later than anticipated due to unforeseen developments over time, including with respect to the granting of patents and patent term extensions, the invalidation of patents, litigation between the party controlling the patents and third party challengers of the patents, the ability of third parties to design around or circumvent valid patents, the granting of regulatory exclusivity periods or extensions, timing for the arrival of generic or biosimilar competitor products, changes to legal or regulatory regimes affecting intellectual property rights or the regulation of pharmaceutical products, product life cycles, and industry consolidations.

When royalty-bearing pharmaceutical products have limited or no coverage by sell-side equity research analysts, or where sell-side equity research analyst estimates are not available for the full term of our royalty, particularly for the later years in a product's life, we generally incorporate a statistical curve developed using historical sales data and available consensus sales projections to forecast product sales over the remaining life of the product.

Even though we believe interest income from financial royalty assets and the associated non-cash provision for changes in future cash flows are not indicative of our near-term financial performance and should not be used as a source for predicting future income or growth trends, changes in the aforementioned assumptions could result in a material

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impact to our financial statements. A shortened royalty term can result in a reduction in interest income, significant reductions in total royalty payments over time compared to expectations or a permanent impairment. If the effective interest rate is lower for the current period than the prior period and if the gross cash flows have declined (expected and collected), this would result in the immediate recognition of non-cash provision expense even though the applicable cash inflows will not be realized for many years into the future. Small declines in sell-side equity research analysts' consensus sales forecasts over a long time horizon can result in an immediate non-cash income statement expense recognition, even though the applicable cash inflows will not be realized for many years into the future.

Below is a summary of the sensitivity of our current year results in relation to the royalty duration for our top three financial royalty assets for which we did not increase our investment during 2023 based on net carrying value as of December 31, 2022 December 31, 2023. Because these are long-dated financial royalty assets, we have assumed a change of two years in the estimated duration to sensitize the financial statement impact. The effect of a change in estimated duration is the factor that would have the most significant impact on our consolidated statement of operations. operations. There have not been any significant changes to the estimated duration of expected future cash flows for our top three financial royalty assets during 2023, 2022 2021 and 2020.2021.

If the duration of these financial royalty assets were extended two years by assuming the statistically projected growth trends continue and all other royalty terms and assumptions remain unchanged, any impact to interest income would be recognized prospectively over the remaining expected life of the financial asset. Therefore, the As there would be no current impact to interest income, the sensitivity is not disclosed below. However, an extended duration for a financial royalty asset could result in the reduction of any existing cumulative allowance for changes in expected future cash flows, which would be recognized in the current period as provision income and is reflected in the table below for these top three financial royalty assets. If the duration for these financial royalty assets were reduced by two years by eliminating the corresponding forecasted expected future cash flows in that two year period while keeping all other royalty terms and assumptions unchanged, we would recognize immediate incremental provision expense in the current period as a result of applying the prospective method of the effective interest rate methodology. The extension and reduction in royalty terms are modelled in isolation for purposes of the sensitivity disclosures below and does do not include any consideration of the related allowance for current expected credit losses. The measurement of interest income from our financial royalty assets is recalculated each reporting period, which requires updates to various inputs and assumptions, including estimated royalty duration. Therefore, any actual impact to recognition of provision income or expense would be different than the sensitivity disclosure below. The impact of these sensitivity assumptions is summarized as follows (in thousands):

			Year Ended December 31, 2022		Year Ended December 31, 2022
	Estimated Royalty Duration (1)	Change in Duration Assumption Applied	Provision Income for Changes in Expected Cash Flows	Change in Duration Assumption Applied	Provision Expense for Changes in Expected Cash Flows
Cystic fibrosis franchise	2037 (2)	+ 2 years	$ (10,908)	- 2 years	$ 276,338
Tysabri	(3)	+ 2 years	$ (77,443)	- 2 years	$ 119,168
Trelegy	2029-2030	+ 2 years	$ (24,126)	- 2 years	$ 249,612

			Year Ended December 31, 2023		Year Ended December 31, 2023
	Estimated Royalty Duration (1)	Change in Duration Assumption Applied	Provision Income for Changes in Expected Cash Flows	Change in Duration Assumption Applied	Provision Expense for Changes in Expected Cash Flows
Cystic fibrosis franchise	2037 (2)	+ 2 years	$ (2,539)	- 2 years	$ 295,974
Trelegy	2029-2030	+ 2 years	(4)	- 2 years	$ 269,333
Tysabri	(3)	+ 2 years	$ (60,312)	- 2 years	$ 97,797

(1) Durations shown represent our estimates as of the current reporting date of when a royalty will substantially end, which may vary by geography and may depend on clinical trial results, regulatory approvals, contractual terms, commercial developments, estimates of regulatory exclusivity and patent expiration dates (which may include estimated patent term extensions) or other factors and may vary by geography. factors. There can be no assurances that our royalties will expire when expected.

(2) Royalty is perpetual; year shown represents Trikafta Trikafta's expected patent expiration and potential sales decline based on timing of potential generic entry.

(3) RPIFT acquired a perpetual royalty on net sales of Tysabri. We have applied an end date of 2031 for purposes of accreting income over the royalty term, which is periodically reviewed.

(4) No provision income resulted from the extended duration as there was no existing cumulative allowance for changes in expected future cash flows as of December 31, 2023.

Recent Accounting Pronouncements

See Note 2–Summary of Significant Accounting Policies to our consolidated financial statements for additional information on recently issued accounting standards.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market Risk

We are subject to certain risks which may affect our results of operations, cash flows and fair values of assets and liabilities, including volatility in foreign currency exchange rates and interest rates. Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates, particularly because the nature of the marketable securities we hold. In order to manage our exposures, we follow established risk management policies and procedures, including the use of derivative financial instruments, such as swaps, rate locks and forwards. We do not enter into derivative instruments for trading or speculative purposes. The counterparties to these contracts are all major financial institutions.

Foreign Currency Exchange Risk

Our results of operations are subject to foreign currency exchange risk through transactional exposure resulting from movements in exchange rates between the time we recognize royalty income or royalty revenue and the time at which the transaction settles, or we receive the royalty payment. The current portion of *Financial royalty assets* accounts for the most common type of transactional exposure. Because we are entitled to royalties on worldwide sales for various products, there is an underlying exposure to foreign

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currency as the marketer converts payment amounts from local currencies to U.S. dollars using a quarterly average exchange rate. Therefore, cash received may differ from the estimated receivable based on fluctuations in currency. In addition, certain products pay royalties in currencies other than U.S. dollars, which also creates foreign currency risk primarily with respect to the Euro, British pound, Canadian dollar, Swiss franc and Japanese yen, as our functional and reporting currency is the U.S. dollar. To manage foreign currency exchange risk, we may periodically utilize non-deliverable forward exchange or other hedging contracts. We do not currently have any foreign exchange contracts in place.

Interest Rate Risk

We are subject to interest rate fluctuation exposure through our investments in money market accounts and marketable securities, the majority of which bear a variable interest rate. As of December 31, 2023, we held cash and cash equivalents of $477.0 million, of which $319.6 million was cash and $157.4 million was invested in interest-bearing money market funds.

As of December 31, 2022, we held had cash and cash equivalents of $1.7 billion, of which $1.7 billion $1.7 billion was cash and $5.1 million $5.1 million was invested in interest-bearing money market funds. We also held $24.4 million in marketable securities at December 31, 2022, which were invested in certificates of deposit and government securities.

As of December 31, 2021, we had cash and cash equivalents of $1.5 billion, of which $887.8 million was cash, $598.3 million was invested in interest-bearing money market funds and $55.0 million was invested in commercial paper and certificates of deposit. We also held $581.9 million in marketable securities which were invested in commercial paper and certificates of deposit.

The objectives of our investment policy are the preservation of capital and fulfillment of liquidity needs. In order to maximize income without assuming significant market risk, we maintain our excess cash and cash equivalents in money market funds and marketable securities, largely composed of investment grade, short to intermediate term fixed income and debt securities. Because of the short term maturities of our cash equivalents and the short term nature of our marketable securities, we do not believe that a decrease in interest rates would have any material negative impact on the fair value of our cash equivalents or marketable securities.

Our debt portfolio is managed on a consolidated basis and management makes financing decisions to achieve the lowest cost of debt capital and to maximize portfolio objectives. As of December 31, 2022 December 31, 2023, 100% of our outstanding debt has Notes have fixed interest rates. We have a $1.5 billion $1.8 billion Revolving Credit Facility with a variable interest rate that remained undrawn had no outstanding borrowing balance as of December 31, 2022 December 31, 2023. We are subject to interest rate fluctuation exposure related to the Revolving Credit Facility if for the amounts drawn.

We may manage our exposure to interest rate volatility on future debt issuances by entering into treasury rate lock contracts to lock in the rate on the interest payments related to anticipated debt issuances. In June 2021, we executed treasury rate lock contracts with notional amounts totaling $600.0 million to fix the interest rate on a portion of the principal related to our 2021 Notes issued in July 2021. The treasury lock contracts were terminated in July 2021.

Credit and Counterparty Risk

We are exposed to credit risk related to the counterparties with which we do business. We are subject to credit risk from our royalty assets, our receivables and our financial instruments, primarily derivative and available for sale debt securities. The majority of our royalty assets and receivables arise from contractual royalty agreements that pay royalties on the sales of underlying pharmaceutical products in the United States, Europe and the rest of the world, with concentrations of credit risk limited due to the broad range of marketers responsible for paying royalties to us and the variety of geographies from which our royalties on product sales are derived. The products in which we hold royalties are marketed by leading biopharmaceutical industry participants, including, among others, AbbVie, Amgen, Bristol Myers Squibb, Gilead, Vertex, GSK, Roche, Johnson & Johnson, Lilly, Merck, Biogen, AbbVie, Astellas, Pfizer, Novartis Biogen, Roche/Genentech and Vertex. For 2022 Gilead. As of December 31, 2023 and 2021,2022, Vertex, as the marketer and payor of our royalties on the cystic fibrosis franchise, accounted for32% and 31% and 32% of our current portion of *Financial financial royalty assets, net,* respectively, representing and represented the largest individual marketer and payor of our royalties. Refer to “Understanding Our Results of Operations” within this MD&A for a discussion of the royalty payors accounting for 10% or more of our total income and other revenues for 2022 2023 and 2021. 2022.

We monitor the financial performance and creditworthiness of the counterparties to our royalty agreements, derivative financial instruments, and available for sale debt securities so that we can properly assess and respond to changes in their credit profile. To date, we have not experienced any significant losses with respect to the collection of income or revenue on our royalty assets or available for sale debt securities or on the settlement of our derivative financial instruments. If a counterparty becomes bankrupt, or otherwise fails to perform its obligations under a derivative financial instruments due to financial difficulties, we may experience significant delays in obtaining any recovery under the derivative financial instruments in a bankruptcy or other reorganization proceeding.

Item 8. Financial Statements and Supplementary Data

ROYALTY PHARMA PLC
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Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Royalty Pharma plc

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Royalty Pharma plc (the Company) as of December 31, 2022 December 31, 2023 and 2021, 2022, the related consolidated statements of operations, comprehensive income, shareholders' shareholders' equity and cash flows for each of the three years in the period ended December 31, 2022 December 31, 2023, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 December 31, 2023 and 2021, 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022 December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's Company's internal control over financial reporting as of December 31, 2022 December 31, 2023, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 15, 2023 February 15, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

	Valuation of Financial Royalty Assets and related Interest Income
Description of the Matter	As disclosed in Note 6 to the consolidated financial statements, the Company's total financial royalty assets, net, were carried at $14,184,425 $14,827,093 thousand as of December 31, 2022 December 31, 2023. For the year ended December 31, 2022 December 31, 2023, the Company recognized income from financial royalty assets of $2,125,096 $2,197,754 thousand. As explained in Note 2 to the consolidated financial statements, the Company's financial royalty assets are measured at amortized cost using the prospective effective interest rate method. Auditing the valuation of the financial royalty assets and related interest income involved complex auditor judgment, because the assumptions used by management to forecast the expected cash flows from the underlying royalties are forward-looking and are therefore affected by future economic and market conditions, such as the impact of the entry of competing or generic products to the market, among other uncertainties. The key assumptions used in the valuation of the financial royalty assets and related interest income are product growth rates applied to forecasted sales in the later years in the royalty life and the royalty duration.
How We Addressed the Matter in Our Audit	We obtained an understanding, evaluated the design and tested the operating effectiveness of controls related to the valuation of financial royalty assets and related interest income. This included testing controls over management's review of the significant assumptions and other inputs used in estimating the royalty duration and product growth rates. To test the valuation of the financial royalty assets and related interest income, our audit procedures included, among others, evaluating the methodology and completeness and accuracy of the data used to develop the key assumptions identified above. For example, with the support of statistical modelling specialists, we evaluated management's statistical methodology for sales growth forecasts and performed sensitivity analysis over the resulting forecasted product sales. We also tested the inputs to the model, principally comprising historic product sales and third-party analyst estimates of nearer-term sales amounts, by comparing to analyst reports or published sales information. For royalty duration, among other procedures, we compared management's assessment of the likely date of expiry of the Company's cash flows against original purchase agreements, as well as independently assessing the royalty duration against available published information sources, such as those from regulatory bodies, counterparties, and product marketers. We assessed the historical accuracy of management's estimates by comparing expected cash flows to actual cash receipts. We also evaluated the related disclosures in the consolidated financial statements.

/s/ Ernst & Young LLP

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We have served as the Company's auditor since 2022.

New York, New York
February 15, 2023 2024

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Royalty Pharma plc

Opinion on Internal Control Over Financial Reporting

We have audited Royalty Pharma plc's internal control over financial reporting as of December 31, 2022 December 31, 2023, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Royalty Pharma plc (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022 December 31, 2023, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2022 December 31, 2023 and 2021, 2022, the related consolidated statements of operations, comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2022 December 31, 2023, and the related notes and our report dated February 15, 2023 February 15, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

New York, New York
February 15, 2023 2024

ROYALTY PHARMA PLC
CONSOLIDATED BALANCE SHEETS
(In thousands, except par value)

	As of December 31,	
	2022	2021
	As of December 31,	
	2023	2023
Assets	**Assets**	
Current assets	**Current assets**	

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Current assets			
Current assets			
Cash and cash equivalents			
Cash and cash equivalents			
Cash and cash equivalents	Cash and cash equivalents	$ 1,710,751	$ 1,541,048
Marketable securities			
Marketable securities			
Marketable securities	Marketable securities	24,421	581,872
Financial royalty assets	Financial royalty assets	691,319	614,351
Accrued royalty receivable	Accrued royalty receivable	16,830	53,286
Available for sale debt securities	Available for sale debt securities	1,300	66,000
Available for sale debt securities			
Available for sale debt securities			
Other royalty income receivable			
Other royalty income receivable			
Other royalty income receivable	Other royalty income receivable	19,767	15,023
Other current assets	Other current assets	90,520	6,631
Total current assets	**Total current assets**	**2,554,908**	**2,878,211**
Financial royalty assets, net	Financial royalty assets, net	13,493,106	13,718,245
Intangible royalty assets, net		—	5,670
Financial royalty assets, net			
Financial royalty assets, net			
Equity securities			
Equity securities			
Equity securities	Equity securities	112,348	269,800
Available for sale debt securities	Available for sale debt securities	226,300	204,400
Equity method investments	Equity method investments	397,175	435,394
Equity method investments			
Equity method investments			
Other assets	Other assets	29,629	4,145
Total assets	**Total assets**	**$16,813,466**	**$17,515,865**

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Total assets			
Total assets			
Liabilities and shareholders' equity	**Liabilities and shareholders' equity**		
Liabilities and shareholders' equity			
Liabilities and shareholders' equity			
Current liabilities	**Current liabilities**		
Current liabilities			
Current liabilities			
Distributions payable to legacy non-controlling interests			
Distributions payable to legacy non-controlling interests			
Distributions payable to legacy non-controlling interests	Distributions payable to legacy non-controlling interests	$ 94,803	$ 107,934
Accounts payable and accrued expenses	Accounts payable and accrued expenses	7,906	5,620
Interest payable	Interest payable	54,162	57,696
Current portion of long-term debt	Current portion of long-term debt	997,512	—
Current portion of long-term debt			
Current portion of long-term debt			
Other current liabilities			
Other current liabilities			
Other current liabilities	Other current liabilities	12,400	—
Total current liabilities	**Total current liabilities**	**1,166,783**	**171,250**
Long-term debt	Long-term debt	6,118,810	7,096,070
Long-term debt			
Long-term debt			
Other liabilities			
Other liabilities			
Other liabilities	Other liabilities	2,500	—
Total liabilities	**Total liabilities**	**7,288,093**	**7,267,320**
Total liabilities			
Total liabilities			

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Commitments and contingencies			
Commitments and contingencies			
Commitments and contingencies	**Commitments and contingencies**		
Shareholders' equity	**Shareholders' equity**		
Class A ordinary shares, $0.0001 par value; 443,166 and 432,963 issued and outstanding, respectively		44	43
Class B ordinary shares, $0.000001 par value; 164,058 and 174,213 issued and outstanding, respectively		—	—
Class R redeemable shares, £1 par value; 50 and 50 issued and outstanding, respectively		63	63
Deferred shares, $0.000001 par value, 371,325 and 361,170 issued and outstanding, respectively		—	—
Class A ordinary shares, $0.0001 par value; issued and outstanding: 2023–446,692 and 2022–443,166			
Class A ordinary shares, $0.0001 par value; issued and outstanding: 2023–446,692 and 2022–443,166			
Class A ordinary shares, $0.0001 par value; issued and outstanding: 2023–446,692 and 2022–443,166			
Class B ordinary shares, $0.000001 par value; issued and outstanding: 2023–150,743 and 2022–164,058			
Class R redeemable shares, £1 par value; issued and outstanding: 2023–50 and 2022–50			
Deferred shares, $0.000001 par value; issued and outstanding: 2023–384,640 and 2022–371,325			
Additional paid-in capital	Additional paid-in capital	3,666,160	3,507,533
Retained earnings	Retained earnings	1,964,689	2,255,179
Non-controlling interests	Non-controlling interests	3,897,223	4,471,951

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Accumulated other comprehensive income		—	16,491
Treasury interests			
Treasury interests			
Treasury interests	Treasury interests	(2,806)	(2,715)
Total shareholders' equity	**Total shareholders' equity**	**9,525,373**	**10,248,545**
Total shareholders' equity			
Total shareholders' equity			
Total liabilities and shareholders' equity	**Total liabilities and shareholders' equity**	**$16,813,466**	**$17,515,865**
Total liabilities and shareholders' equity			
Total liabilities and shareholders' equity			

See accompanying notes to these consolidated financial statements.

ROYALTY PHARMA PLC
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share amounts)

	Years Ended December 31,		
	2022	**2021**	**2020**
Income and other revenues			
Income from financial royalty assets	$ 2,125,096	$ 2,065,083	$ 1,959,975
Revenue from intangible royalty assets	37,484	171,248	143,382
Other royalty income	74,635	53,132	18,996
Total income and other revenues	**2,237,215**	**2,289,463**	**2,122,353**
Operating expenses			
Provision for changes in expected cash flows from financial royalty assets	904,244	452,842	230,839
Research and development funding expense	177,106	200,084	26,289
Amortization of intangible assets	5,670	22,996	23,058
General and administrative expenses	227,303	182,826	181,715
Financial royalty asset impairment	615,827	—	65,053
Total operating expenses, net	**1,930,150**	**858,748**	**526,954**
Operating income	**307,065**	**1,430,715**	**1,595,399**
Other expense/(income)			
Equity in losses/(earnings) of equity method investees	8,973	19,490	(44,459)
Interest expense	187,961	166,142	157,059
(Gains)/losses on derivative financial instruments	(96,610)	21,532	42,076
Losses/(gains) on equity securities	33,442	48,066	(247,073)
Losses/(gains) on available for sale debt securities	6,815	(17,859)	(18,600)
Interest income	(78,335)	(53,535)	(28,379)
Other non-operating expense, net	14,755	5,678	32,821
Total other expenses/(income), net	**77,001**	**189,514**	**(106,555)**
Consolidated net income before tax	230,064	1,241,201	1,701,954
Income tax expense	—	—	—
Consolidated net income	230,064	1,241,201	1,701,954
Net income attributable to non-controlling interests	187,232	621,473	726,914

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Net income attributable to Royalty Pharma plc	**$ 42,832**	**$ 619,728**	**$ 975,040**
Earnings per Class A ordinary share (1):			
Basic	$ 0.10	$ 1.49	$ 1.32
Diluted	$ 0.10	$ 1.49	$ 1.32
Weighted average Class A ordinary shares outstanding (1):			
Basic	437,963	414,794	375,444
Diluted	437,972	414,802	375,455

(1) In 2020, amounts represents earnings per Class A ordinary share and weighted average Class A ordinary shares outstanding for the period from June 16, 2020 through December 31, 2020 following our initial public offering ("IPO"). See Note 13–Earnings per Share.

	Years Ended December 31,		
	2023	**2022**	**2021**
Income and other revenues			
Income from financial royalty assets	$ 2,197,754	$ 2,125,096	$ 2,065,083
Revenue from intangible royalty assets	835	37,484	171,248
Other royalty income	155,965	74,635	53,132
Total income and other revenues	**2,354,554**	**2,237,215**	**2,289,463**
Operating expenses			
Provision for changes in expected cash flows from financial royalty assets	560,656	904,244	452,842
Research and development funding expense	52,000	177,106	200,084
Amortization of intangible assets	—	5,670	22,996
General and administrative expenses	249,748	227,303	182,826
Financial royalty asset impairment	—	615,827	—
Total operating expenses, net	**862,404**	**1,930,150**	**858,748**
Operating income	**1,492,150**	**307,065**	**1,430,715**
Other (income)/expense			
Equity in (earnings)/losses of equity method investees	(28,882)	8,973	19,490
Interest expense	187,187	187,961	166,142
Losses/(gains) on derivative financial instruments	2,290	(96,610)	21,532
(Gains)/losses on equity securities	(87,139)	33,442	48,066
(Gains)/losses on available for sale debt securities	(230,840)	6,815	(17,859)
Interest income	(72,291)	(78,335)	(53,535)
Other non-operating expense, net	21,737	14,755	5,678
Total other (income)/expense, net	**(207,938)**	**77,001**	**189,514**
Consolidated net income before tax	1,700,088	230,064	1,241,201
Income tax expense	—	—	—
Consolidated net income	1,700,088	230,064	1,241,201
Net income attributable to non-controlling interests	565,254	187,232	621,473
Net income attributable to Royalty Pharma plc	**$ 1,134,834**	**$ 42,832**	**$ 619,728**
Earnings per Class A ordinary share:			
Basic	$ 2.54	$ 0.10	$ 1.49
Diluted	$ 2.53	$ 0.10	$ 1.49
Weighted average Class A ordinary shares outstanding:			
Basic	447,601	437,963	414,794
Diluted	602,900	437,972	414,802

See accompanying notes to these consolidated financial statements.

ROYALTY PHARMA PLC
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)

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	Years Ended December 31,		
	2022	2021	2020
Consolidated net income	$230,064	$1,241,201	$1,701,954
Changes in other comprehensive income/(loss):			
Reclassification of loss on interest rate swaps	—	—	4,066
Unrealized gains on available for sale debt securities			
Unrealized gains on available for sale debt securities	24,000	11,600	83,120
Reclassification of unrealized gains on available for sale debt securities	(53,432)	(50,896)	(20,551)
Other comprehensive (loss)/income	**$ (29,432)**	**$ (39,296)**	**$ 66,635**
Other comprehensive loss:			
Comprehensive income	**$200,632**	**$1,201,905**	**$1,768,589**
Comprehensive income attributable to non-controlling interests	175,418	604,323	739,787
Comprehensive income attributable to non-controlling interests			
Comprehensive income attributable to Royalty Pharma plc	**$ 25,214**	**$ 597,582**	**$1,028,802**

See accompanying notes to these consolidated financial statements.

ROYALTY PHARMA PLC
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

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(*In thousands, except for per share amounts*)

	Class A Ordinary Shares		Class B Ordinary Shares		Class R Redeemable Shares		Deferred Shares		Additional Paid-In Capital	Unitholders'/ Shareholders' Contributions	Retained Earnings	Accumulated Other Comprehensive Income	Non-Controlling Interests	Treasury Interests	Total Equity
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount							
Balance at December 31, 2019	—	$ —	—	$ —	—	$ —	—	$ —	$ —	$ 3,282,516	$ 2,825,212	$ 2,093	$ 35,883	$ (4,266)	$ 6,141,438
Contributions	—	—	—	—	—	—	—	—	—	307,646	—	—	1,174,676	—	1,482,322
Transfer of interests	—	—	—	—	—	—	—	—	—	(1,037,161)	—	—	1,037,161	—	—
Cumulative adjustment for adoption of ASU 2016-13	—	—	—	—	—	—	—	—	—	—	(192,705)	—	—	—	(192,705)
Distributions	—	—	—	—	—	—	—	—	—	—	(313,408)	—	(792,357)	—	(1,105,765)
Initial share issuance upon registration of Royalty Pharma plc	—	—	—	—	50	63	—	—	—	—	—	—	—	—	63
Net income prior to IPO	—	—	—	—	—	—	—	—	—	—	479,842	—	145,043	—	624,885
Issuance of Class B ordinary shares to Continuing Investors Partnerships	—	—	535,383	1	—	—	—	—	—	—	—	—	—	—	1
Effect of exchange by Continuing Investors of Class B ordinary shares for Class A ordinary shares and reallocation of historical equity	294,176	30	(294,176)	(1)	—	—	294,176	—	1,402,762	(2,553,001)	(1,261,014)	(24,022)	2,433,098	2,147	(1)
Issuance of Class A ordinary shares sold in IPO, net of offering costs	71,652	7	—	—	—	—	—	—	1,150,383	—	—	—	758,354	—	1,908,744
Share-based compensation and related issuances of Class A ordinary shares	76	—	—	—	—	—	—	—	5,428	—	—	—	—	—	5,428
Other exchanges	22,231	2	(22,231)	—	—	—	22,231	—	307,391	—	—	2,562	(309,566)	(198)	191
Dividends ($0.30 per Class A ordinary share)	—	—	—	—	—	—	—	—	—	—	(112,490)	—	—	—	(112,490)
Net income subsequent to IPO	—	—	—	—	—	—	—	—	—	—	495,198	—	581,871	—	1,077,069
Other comprehensive income/(loss):															
Reclassification of loss on interest rate swaps	—	—	—	—	—	—	—	—	—	—	—	4,066	—	—	4,066
Unrealized gains on available for sale debt securities	—	—	—	—	—	—	—	—	—	—	—	60,617	22,503	—	83,120
Reclassification of unrealized gains on available for sale debt securities	—	—	—	—	—	—	—	—	—	—	—	(10,921)	(9,630)	—	(20,551)
Balance at December 31, 2020	**388,135**	**$ 39**	**218,976**	**$ —**	**50**	**$ 63**	**316,407**	**$ —**	**$ 2,865,964**	**$ —**	**$ 1,920,635**	**$ 34,395**	**$ 5,077,036**	**$ (2,317)**	**$ 9,895,815**

See accompanying notes to these consolidated financial statements.

ROYALTY PHARMA PLC
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(*In thousands, except for share amounts*)

	Class A Ordinary Shares		Class B Ordinary Shares		Class R Redeemable Shares		Deferred Shares		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income	Non-Controlling Interests	Treasury Interests	Total Equity
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount						
Balance at December 31, 2020	**388,135**	**$ 39**	**218,976**	**$ —**	**50**	**$ 63**	**316,407**	**$ —**	**$2,865,964**	**$1,920,635**	**$ 34,395**	**$5,077,036**	**$ (2,317)**	**$ 9,895,815**
Contributions	—	—	—	—	—	—	—	—	—	—	—	48,539	—	48,539

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Distributions	Distributions	—	—	—	—	—	—	—	—	—	—	—	(614,973)	—	(614,973)
Dividends ($0.68 per Class A ordinary share)	Dividends ($0.68 per Class A ordinary share)	—	—	—	—	—	—	—	—	—	(285,184)	—	—	—	(285,184)
Other exchanges	Other exchanges	44,763	4	(44,763)	—	—	—	44,763	—	639,126	—	4,242	(642,974)	(398)	—
Share-based compensation and related issuances of Class A ordinary shares	Share-based compensation and related issuances of Class A ordinary shares	65	—	—	—	—	—	—	—	2,443	—	—	—	—	2,443
Net income	Net income	—	—	—	—	—	—	—	—	—	619,728	—	621,473	—	1,241,201
Other comprehensive income/(loss):	Other comprehensive income/(loss):														
Unrealized gains on available for sale debt securities	Unrealized gains on available for sale debt securities	—	—	—	—	—	—	—	—	—	—	6,335	5,265	—	11,600
Unrealized gains on available for sale debt securities															
Unrealized gains on available for sale debt securities	Unrealized gains on available for sale debt securities														
Reclassification of unrealized gains on available for sale debt securities	Reclassification of unrealized gains on available for sale debt securities	—	—	—	—	—	—	—	—	—	—	(28,481)	(22,415)	—	(50,896)
Balance at December 31, 2021															
Balance at December 31, 2021	**Balance at December 31, 2021**	**432,963**	**$ 43**	**174,213**	**$ —**	**50**	**$ 63**	**361,170**	**$ —**	**$ 3,507,533**	**$ 2,255,179**	**$ 16,491**	**$ 4,471,951**	**$ (2,715)**	**$ 10,248,545**
Contributions	Contributions	—	—	—	—	—	—	—	—	—	—	—	11,596	—	11,596
Distributions	Distributions	—	—	—	—	—	—	—	—	—	—	—	(604,248)	—	(604,248)
Dividends ($0.76 per class A ordinary share)	Dividends ($0.76 per class A ordinary share)	—	—	—	—	—	—	—	—	—	(333,322)	—	—	—	(333,322)
Other exchanges	Other exchanges	10,155	1	(10,155)	—	—	—	10,155	—	156,457	—	1,127	(157,494)	(91)	—
Share-based compensation and related issuances of Class A ordinary shares	Share-based compensation and related issuances of Class A ordinary shares	48	—	—	—	—	—	—	—	2,170	—	—	—	—	2,170
Net income	Net income	—	—	—	—	—	—	—	—	—	42,832	—	187,232	—	230,064
Other comprehensive income/(loss):	Other comprehensive income/(loss):														
Unrealized gains on available for sale debt securities	Unrealized gains on available for sale debt securities	—	—	—	—	—	—	—	—	—	—	14,262	9,738	—	24,000
Unrealized gains on available for sale debt securities															

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Unrealized gains on available for sale debt securities																
Reclassification of unrealized gains on available for sale debt securities	Reclassification of unrealized gains on available for sale debt securities	—	—	—	—	—	—	—	—	—	—	(31,880)	(21,552)	—	(53,432)
Balance at December 31, 2022	**Balance at December 31, 2022**	**443,166**	**$ 44**	**164,058**	**$ —**	**50**	**$ 63**	**371,325**	**$ —**	**$3,666,160**	**$1,964,689**	**$ —**	**$3,897,223**	**$ (2,806)**	**$ 9,525,373**
Balance at December 31, 2022															
Balance at December 31, 2022															
Contributions															
Distributions															
Dividends ($0.80 per class A ordinary share)															
Other exchanges															
Share-based compensation and related issuances of Class A ordinary shares															
Repurchases of Class A ordinary shares															
Net income															
Net income															
Net income															
Purchase of non-controlling interest in RPCT															
Purchase of non-controlling interest in RPCT															
Purchase of non-controlling interest in RPCT															
Balance at December 31, 2023															

See accompanying notes to these consolidated financial statements.

ROYALTY PHARMA PLC
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

		Years Ended December 31,		
		2022	**2021**	**2020**
	Years Ended December 31,			
	2023			
Cash flows from operating activities:	**Cash flows from operating activities:**			
Cash collections from financial royalty assets				
Cash collections from financial royalty assets				

	Years Ended December 31,		
	2023	**2022**	**2021**
Cash flows from operating activities:			
Cash collections from financial royalty assets			
Cash collections from financial royalty assets			

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Cash collections from financial royalty assets	Cash collections from financial royalty assets	$2,507,236	$2,315,854	$ 2,121,923
Cash collections from intangible royalty assets	Cash collections from intangible royalty assets	72,943	151,158	143,753
Other royalty cash collections	Other royalty cash collections	69,891	44,123	18,305
Distributions from equity method investees	Distributions from equity method investees	39,142	34,384	42,334
Interest received	Interest received	24,982	3,135	7,704
Derivative collateral received	Derivative collateral received	—	34,660	45,252
Derivative collateral posted	Derivative collateral posted	—	(34,660)	—
Termination payments on derivative instruments	Termination payments on derivative instruments	—	(16,093)	(35,448)
Development-stage funding payments - ongoing	Development-stage funding payments - ongoing	(2,106)	(6,876)	(20,479)
Development-stage funding payments - upfront and milestone	Development-stage funding payments - upfront and milestone	(175,000)	(193,208)	(5,810)
Payments for operating and professional costs	Payments for operating and professional costs	(222,969)	(184,511)	(179,709)
Interest paid	Interest paid	(170,139)	(130,430)	(103,196)
Interest paid	Interest paid			
Net cash provided by operating activities	**Net cash provided by operating activities**			
Net cash provided by operating activities	**Net cash provided by operating activities**	**2,143,980**	**2,017,536**	**2,034,629**
Cash flows from investing activities:	**Cash flows from investing activities:**			
Cash flows from investing activities:				

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Cash flows from investing activities:				
Distributions from equity method investees				
Distributions from equity method investees				
Distributions from equity method investees	Distributions from equity method investees	—	523	15,084
Investments in equity method investees	Investments in equity method investees	(9,896)	(34,855)	(40,155)
Purchases of equity securities	Purchases of equity securities	(87,785)	(135,134)	(50,000)
Proceeds from equity securities	Proceeds from equity securities	211,158	115,957	384,840
Purchases of available for sale debt securities	Purchases of available for sale debt securities	(479,559)	(70,441)	—
Proceeds from available for sale debt securities	Proceeds from available for sale debt securities	542,044	62,500	3,000
Purchases of marketable securities	Purchases of marketable securities	(234,869)	(1,196,579)	(1,705,283)
Proceeds from sales and maturities of marketable securities	Proceeds from sales and maturities of marketable securities	792,341	1,597,851	815,440
Acquisitions of financial royalty assets	Acquisitions of financial royalty assets	(1,741,640)	(2,191,502)	(2,182,246)
Acquisitions of financial royalty assets				
Acquisitions of financial royalty assets				
Acquisitions of other financial assets	Acquisitions of other financial assets	(21,215)	—	—
Milestone payments	Milestone payments	—	(18,600)	—
Other				
Net cash used in investing activities	**Net cash used in investing activities**	**(1,029,421)**	**(1,870,280)**	**(2,759,320)**
Cash flows from financing activities:	**Cash flows from financing activities:**			

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Distributions to shareholders/unitholders		—	—	(285,353)
Distributions to legacy non-controlling interests - royalty receipts		(441,963)	(479,604)	(543,952)
Cash flows from financing activities:				
Cash flows from financing activities:				
Distributions to legacy non-controlling interests - Portfolio Receipts				
Distributions to legacy non-controlling interests - Portfolio Receipts				
Distributions to legacy non-controlling interests - Portfolio Receipts				
Distributions to legacy non-controlling interests - other	Distributions to legacy non-controlling interests - other	(31,301)	(20,367)	(67,654)
Distributions to continuing non-controlling interests	Distributions to continuing non-controlling interests	(144,115)	(133,433)	(113,481)
Dividends to shareholders	Dividends to shareholders	(333,322)	(285,184)	(112,490)
Repurchases of Class A ordinary shares				
Repurchases of Class A ordinary shares				
Repurchases of Class A ordinary shares				
Contributions from legacy non-controlling interests - R&D	Contributions from legacy non-controlling interests - R&D	1,059	7,339	8,482
Contributions from non-controlling interests - other	Contributions from non-controlling interests - other	6,133	36,874	58,957
Scheduled repayments of long-term debt		—	—	(94,200)
Repayments of long-term debt		—	—	(11,116,196)

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Cash acquired in connection with purchase of non-controlling interest				
Proceeds from revolving credit facility				
Repayment of revolving credit facility				
Repayment of long-term debt				
Proceeds from issuance of long-term debt, net of discount	Proceeds from issuance of long-term debt, net of discount	—	1,272,533	11,891,030
Debt issuance costs and other	Debt issuance costs and other	(1,347)	(13,046)	(46,715)
Proceeds from issuance of Class A ordinary shares upon IPO, net of offering costs		—	—	1,908,744
Net cash (used in)/provided by financing activities		**(944,856)**	**385,112**	**1,487,172**
Net (cash used in)/provided by in financing activities				
Net (cash used in)/provided by in financing activities				
Net (cash used in)/provided by in financing activities				
Net change in cash and cash equivalents	Net change in cash and cash equivalents	169,703	532,368	762,481
Cash and cash equivalents, beginning of year		1,541,048	1,008,680	246,199
Cash and cash equivalents, end of year		**$1,710,751**	**$1,541,048**	**$ 1,008,680**
Net change in cash and cash equivalents				
Net change in cash and cash equivalents				
Cash and cash equivalents, beginning of period				
Cash and cash equivalents, end of period				

See accompanying notes to these consolidated financial statements.

ROYALTY PHARMA PLC

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1. Organization and Purpose

Royalty Pharma plc is a public limited company that was incorporated under the laws of England and Wales that was created to facilitate the IPO initial public offering ("IPO") of our Class A ordinary shares. "Royalty Pharma," the "Company," "we," "us" and "our" refer to Royalty Pharma plc and its subsidiaries on a consolidated basis.

We control Royalty Pharma Holdings Ltd ("RP Holdings"), a private limited company incorporated under the laws of England and Wales and U.K. tax resident, through our ownership of RP Holdings' Class A ordinary shares (the "RP Holdings Class A Interests") and RP Holdings' Class B ordinary shares (the "RP Holdings Class B Interests"). We conduct our business through RP Holdings and its subsidiaries and include RP Holdings and its subsidiaries in our consolidated financial statements. subsidiaries.

RP Holdings is the sole owner of Royalty Pharma Investments 2019 ICAV ("RPI 2019 ICAV"), which is an Irish collective asset management entity, vehicle, and is the successor to Royalty Pharma Investments, an Irish unit trust ("Old RPI"). RP Holdings is owned by Royalty Pharma plc, and, indirectly, RPI US Partners 2019, LP, a Delaware limited partnership, and RPI International Holdings 2019, LP, a Cayman Islands exempted limited partnership (together, the "Continuing Investors Partnerships"), and Royalty Pharma plc. . Prior to the Exchange Offer (defined below), Old RPI was owned by various partnerships (the "Legacy Investors Partnerships").

RP Management, LLC (the "Manager"), a Delaware limited liability company, is responsible for our management, including our day-to-day operations, pursuant to advisory and management agreements (collectively, the "Management Agreement").

"Royalty Pharma," the "Company," "we," "us" and "our" refer to Royalty Pharma plc and its subsidiaries on a consolidated basis. After the consummation of the Exchange Offer (defined below) and before the consummation of the IPO, "Royalty Pharma," the "Company," "we," "us" and "our" refer to RPI 2019 ICAV. Prior to the Exchange Offer, "Royalty Pharma," the "Company," "we," "us" and "our" refer to Old RPI.

We are the largest buyer of biopharmaceutical royalties and a leading funder of innovation across the biopharmaceutical industry. We fund innovation in the biopharmaceutical industry both directly and indirectly—directly when we partner with companies to co-fund late-stage clinical trials and new product launches in exchange for future royalties, and indirectly when we acquire existing royalties from the original innovators.

Exchange Offer Transactions

We consummated an exchange offer on February 11, 2020 (the "Exchange Offer") to facilitate the IPO. Through the Exchange Offer, investors which represented 82% of the aggregate limited partnership in the Legacy Investors Partnerships exchanged their limited partnership interests in the Legacy Investors Partnerships for limited partnership interests in the Continuing Investors Partnerships. The Exchange Offer together with (i) the concurrent incurrence of indebtedness under senior credit facilities and (ii) the issuance of additional interests in Continuing Investors Partnerships to satisfy performance payments payable in respect of assets acquired prior to the date of the IPO are referred to as the "Exchange Offer Transactions."

As a result of the Exchange Offer Transactions, we own indirectly an 82% economic interest in Old RPI through our subsidiary RPI 2019 Intermediate Finance Trust, a Delaware statutory trust ("RPI Intermediate FT"). We are entitled to 82% of the economics of Old RPI's wholly-owned subsidiary RPI Finance Trust, a Delaware statutory trust ("RPIFT"),and, an Irish private limited company, and 66% of Royalty Pharma Collection Trust, a Delaware statutory trust ("RPCT"). The remaining 34% of RPCT is owned by the Legacy Investors Partnerships and Royalty Pharma Select Finance Trust, a Delaware statutory trust ("RPSFT"), which is wholly owned by Royalty Pharma Select, an Irish unit trust.

From the date of the Exchange Offer until the expiration of the Legacy Investors Partnerships' investment period on June 30, 2020 (the "Legacy Date"), the Legacy Investors Partnerships could participate proportionately in any investment made by Old RPI. Following the Legacy Date, Old RPI ceased making new investments and each of Old RPI and the Legacy Investors Partnerships became legacy entities. Since the Legacy Date, we have made and plan to make new investments through our subsidiaries.

As part of the Exchange Offer, the Legacy Investors Partnerships and RPI Intermediate FT entered into senior credit facilities in the amount of $1.3 billion and $6.0 billion, respectively, the proceeds of which were used to repay the $6.3 billion outstanding debt of RPIFT and, in the case of RPI Intermediate FT, were also available to be used to fund investments. As part of the senior credit facilities, RPI Intermediate FT repaid $5.2 billion, its pro rata portion of RPIFT's outstanding debt and accrued interest. RPIFT also terminated all outstanding interest rate swaps in connection with the debt refinancing.

IPO

On June 18, 2020, we completed our IPO on the Nasdaq Global Select Market under the ticker symbol "RPRX", in which we issued 89,334 thousand Class A ordinary shares at a price to the public of $28.00 per Class A ordinary share, of which 71,652 thousand Class A ordinary shares and 17,682 thousand Class A ordinary shares were offered by the Company and selling shareholders, respectively. We used the net proceeds from the IPO to acquire 100% of RP Holdings Class A Interests.

Upon consummation of the IPO, certain of the Continuing Investors agreed to exchange, according to the Exchange Offer Transactions, interests in the Continuing Investors Partnerships represented by their ownership of 294,176 thousand RP Holdings Class B Interests into an aggregate of 294,176 thousand Class A ordinary shares of Royalty Pharma

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plc. Upon completion of the exchange, Royalty Pharma plc indirectly owned 294,176 thousand RP Holdings Class B Interests. The remaining investors in the Continuing Investors Partnerships who did not elect to exchange into Class A ordinary shares held 241,207 thousand newly issued Class B ordinary shares of Royalty Pharma plc. As a result, the Continuing Investors Partnerships held a number of our Class B ordinary shares equal to the number of RP Holdings Class B Interests indirectly held by them at such time which are exchangeable on a one-for-one basis for Class A ordinary shares of Royalty Pharma plc. Refer to Note 12–Shareholders' Equity for additional information.

2. Summary of Significant Accounting Policies

Basis of preparation Preparation and use Use of estimates Estimates

The accompanying consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements as well as the reported amounts of income, revenues and expenses during the reporting period. Actual results may differ from those estimates.

The COVID-19 pandemic has not had a material impact on our results of operations and liquidity and we do not believe it is reasonably likely to in the future.

Basis of consolidation Consolidation

The consolidated financial statements include the accounts of Royalty Pharma and all majority-owned and controlled subsidiaries, as well as variable interest entities, where we are the primary beneficiary. We consolidate based upon evaluation of our power, through voting rights or similar rights, to direct the activities of another entity that most significantly impact the entity's economic performance. For consolidated entities where we own or are exposed to less than 100% of the economics, we record *Net income attributable to non-controlling interests*in our consolidated statements of operations equal to the percentage of the economic or ownership interest retained in such entities by the respective non-controlling parties. parties

Following management's determination that a high degree of common ownership existed in Old RPI both before and after the date of the Exchange Offer, Royalty Pharma recognized Old RPI's assets and liabilities at the carrying value reflected on Old RPI's balance sheet as of the date of the Exchange Offer.

In 2022, we became an indirect owner of an 82% economic interest in RPI ICAV, which previously was owned directly by Old RPI.

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We consummated an exchange offer on February 11, 2020 (the "Exchange Offer") to facilitate the IPO. Through the Exchange Offer, investors which represented 82% of the aggregate limited partnership in the Legacy Investors Partnerships exchanged their limited partnership interests in the Legacy Investors Partnerships for limited partnership interests in the Continuing Investors Partnerships. Following the Exchange Offer, we became the indirect owner of an 82% economic interest in Old RPI through our subsidiary RPI 2019 Intermediate Finance Trust, a Delaware statutory trust. We are entitled to 82% of the economics of Old RPI's wholly-owned subsidiary RPI Finance Trust, a Delaware statutory trust ("RPIFT"), and 66% of Royalty Pharma Collection Trust, a Delaware statutory trust ("RPCT"). Prior to December 29, 2023, the remaining 34% of RPCT was owned by the Legacy Investors Partnerships and Royalty Pharma Select Finance Trust, a Delaware statutory trust ("RPSFT"), which was wholly owned by Royalty Pharma Select, an Irish unit trust.

In 2022, we became an indirect owner of an 82% economic interest in Royalty Pharma Investments ICAV ("RPI ICAV"), which previously was owned directly by Old RPI.

In December 2023, RPI 2019 ICAV acquired the remaining interest in RPCT owned by RPSFT and as such RPSFT no longer holds a non-controlling interest in RPCT. Prior to December 2023, we reported non-controlling interest related to a de minimis interest in RPCT held by RPSFT (together with the Legacy Investors Partnership's interest in Old RPI and RPI ICAV, the "legacy non-controlling interests"), which also existed prior to our IPO.

As of December 31, 2023, we report four three non-controlling interests: (1) the Legacy Investors Partnerships' ownership of approximately 18% in Old RPI and RPI ICAV, and (2) a de minimis interest in RPCT held by RPSFT (together, the "legacy non-controlling interests"). The legacy non-controlling interests are the only historical non-controlling interests existing which existed prior to our IPO. Additionally, IPO, and, following the consummation of our IPO, we also report non-controlling interests related to (3) (2) the Continuing Investors Partnerships' indirect ownership in RP Holdings through their indirect ownership of RP Holdings Class B Interests (the "continuing non-controlling interests") and (4) (3) RPI EPA Holdings, LP's ("EPA Holdings") ownership of the RP Holdings' Class C ordinary share (the "RP Holdings Class C Special Interest"). The Continuing Investors Partnerships are referred to as the "continuing non-controlling interests." Income will not be allocated to EPA Holdings until certain performance conditions are met.

All intercompany transactions and balances have been eliminated in consolidation.

Reclassification Concentrations of Credit Risk

Certain prior period amounts have been reclassified to conform to the current period presentation.

Concentrations of credit risk

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Financial instruments that subject us to significant concentrations of credit risk consist primarily of cash and cash equivalents, marketable securities, available for sale debt securities, financial royalty assets, derivatives and receivables. Our cash management and investment policy limits investment instruments to investment-grade securities with the objective to preserve capital and to maintain liquidity until the funds are needed for operations. Our cash and cash equivalents and marketable securities balances as of December 31, 2022 December 31, 2023 and 2021 2022 were held with State Street, Bank of America, US State Street, Scotiabank, Citibank, TD Bank, DNB Bank and Scotiabank. U.S. Bank. Our primary operating accounts significantly exceed the Federal Deposit Insurance Corporation limits.

The majority of our financial royalty assets and receivables arise from contractual royalty agreements that entitle us to royalties on the sales of underlying biopharmaceutical products in the United States, Europe and the rest of the world, with concentrations of credit risk limited due to the broad range of marketers responsible for paying royalties to us and the variety of geographies from which our royalties on product sales are derived. The products in which we hold royalties are marketed by leading industry participants, including, among others, Vertex, Biogen, AbbVie, GSK, Roche, Johnson & Johnson, Merck & Co, Pfizer, Biogen, AbbVie, Astellas, Novartis, Pfizer and Gilead. As of December 31, 2022 December 31, 2023 and 2021, 2022, Vertex, as the marketer and payor of our royalties on the cystic fibrosis franchise, accounted for 31% and 32% 32% and 31% of our current portion of financial royalty assets, respectively, and represented the largest individual marketer and payor of our royalties.

We monitor the financial performance and creditworthiness of the counterparties to our royalty agreements so that we can properly assess and respond to changes in their credit profile. To date, we have not experienced any significant credit losses with respect to the collection of income or revenue on our royalty assets.

Segment information Information

Our chief operating decision maker is our Chief Executive Officer who reviews financial information presented on a consolidated basis to allocate resources, evaluate financial performance and make overall operating decisions. As such, we concluded that we operate as one single reportable segment, which is primarily focused on acquiring biopharmaceutical royalties. royalties.

Royalty assets Assets

An acquisition of a royalty asset provides the buyer with contractual rights to cash flows relating to royalties from the sales of patent-protected biopharmaceutical products. These acquisitions entitle us to receive a portion of income from the sale of patent-protected biopharmaceutical products by unrelated biopharmaceutical companies. For the The majority of our royalties our provide us with rights that are protective and passive in nature. In other words, we do not own the intellectual property and we do not or have the right to commercialize the underlying products. These contractual cash flow rights have yield components that most closely resemble loans and are classified as financial royalty assets.assets.

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In the limited instances where we possess rights to exploit the underlying patents, rights to the intellectual property related to the biopharmaceutical products, or the ability to influence the amount or duration of future royalty payments, these royalties are classified as intangible royalty assets. The cost of an intangible royalty asset is amortized over the expected life of the asset on a straight-line basis.basis.

Financial royalty assets, net Royalty Assets, Net

Although a financial royalty asset does not have the contractual terms typical of a loan (such as contractual principal and interest), we analogize to the accounting guidance within account for financial royalty assets under Accounting Standards Codification 310 (“ASC”), *Receivables*, as it most closely aligns with the underlying economics of our financial royalty assets. Therefore, such Receivables. Our financial royalty assets are classified similar to loans receivable and are measured at amortized cost using the prospective effective interest method described in ASC 835-30 *Imputation of Interest*.

The effective interest rate is calculated by forecasting the expected cash flows to be received over the life of the asset relative to the initial invested amount. The effective interest rate is recalculated each reporting period as differences between expected cash flows and actual cash flows are realized and as there are changes to expected future cash flows. Income is calculated by multiplying the carrying value of the financial royalty asset by the periodic effective interest rate. The carrying value of a financial royalty asset is made up of the opening balance, or net purchase price for a new financial royalty asset, which is increased by accrued interest income and decreased by cash receipts in the period to arrive at the ending balance. If the ending balance is greater than the net present value of the expected future cash flows, a provision is recorded to reduce the asset balance to the net present value. The provision is recorded through the income statement as *Provision for changes in expected cash flows from financial royalty assets* and the carrying value of *Financial royalty assets, net* is presented net of the cumulative allowance for changes in expected future cash flows.

The application of the prospective approach to measure our financial royalty assets at amortized cost requires management’s judgment in forecasting the expected future cash flows of the underlying royalties. The amounts and duration of forecasted expected future cash flows used to calculate and measure interest income are largely impacted by sell-side equity research analyst coverage, commercial performance of the product, and royalty duration, each discussed in further detail below.

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- *Analyst coverage.* Forecasts of expected future cash flows are developed from sales projections of the underlying biopharmaceutical products as published in sell-side equity research analyst reports. In projecting future cash flows, our policy is to rely on sell-side research analysts' consensus sales forecasts to derive annual sales projections for each financial royalty asset over the periods for which we are entitled to royalties or milestones. These forecasts are based on market research that analyzes factors such as growth in global economies, industry trends and product life cycles. For the majority of the portfolio of financial royalty assets, management utilizes We generally utilize statistical curves to project future sales for a portion of the royalty duration when sell-side equity research coverage ends or when estimates are not available for the duration of the royalty. The statistical curves are modelled from a combination of historical trends and available sell-side equity research analyst consensus sales estimates. In limited cases when the statistical curve is not used, management may develop and apply growth rate estimates from existing sell-side equity research analysts' consensus sales forecasts to project future sales for products. estimates. Based on on the level of detail in sell-side equity research analyst models, management can also be required to apply assumptions to the sales forecasts to estimate the quarterly and geographical allocation from annual sales projections and, for franchised products, to estimate the product mix and pricing mix, or to exclude from projections sales forecasts for unapproved products or indications. products. Our contractual royalty terms, rates, and any milestones are then applied to the adjusted sales projections to calculate the expected royalty or milestone payments over the term of the financial royalty asset's life, forming the basis for our forecast of expected future cash flows used to calculate and measure interest income. income.

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- *Commercial performance.* The approval of a product for use in new indications can extend the date through which we are entitled to royalties or milestones on that product. For certain financial royalty assets, such as the cystic fibrosis franchise, we are entitled to royalties on approved combination products and may be entitled to royalties on future combination products, which, once approved, create new cash flow streams which were not initially contemplated and for which sales were previously not reflected in expected future cash flows. We generally do not recognize income from, or forecast sales for, unapproved products or indications. products. If a product is removed from all or a portion of a market, subsequent sell-side equity research analysts' consensus sales forecasts will reflect the expected drop in sales. Both the new cash flow streams and the cessation of cash flow streams related to a product's performance in the market over the royalty term can materially affect our forecast of expected future cash flows. flows, which directly impacts the measurement of interest income.

- *Royalty duration.* The duration of a royalty can be based on a variety of factors, such as regulatory and marketing approval dates, patent expiration dates, the number of years from first commercial sale, the first date of manufacture of the patent-protected product, the entry of generics or a contractual date arising from litigation, which are all impacted by the point in time in the product's life cycle at which we acquire the royalty. Royalty duration varies durations vary by geography as the United States, European Union and other jurisdictions may be subject to different country-specific patent protection terms or exclusivity based on contractual terms. Products may be covered by a number of patents and, for products whose where a royalty term is linked to the existence of valid patents, management is required to make judgments about the patent providing the strongest patent protection to align the period over which management forecasts expected future cash flows to the royalty term. It is common for the latest expiring patent in effect at the date we acquire a financial royalty asset to be extended, adjusted or replaced with newer dated patents subsequent to our acquisition of a royalty due to new information, resulting in changes to the royalty duration in later periods. Patents may expire earlier than expected at the time of the acquisition due to the loss of patent protection, loss of data exclusivity on intellectual property, contractual licensing terms limiting royalty payments based on time from product launch, due to recent legal developments or litigation. Macroeconomic factors, such as changes in economies or the competitive landscape, including the unexpected loss of exclusivity to the products underlying our portfolio of royalties, changes in government legislation, product life cycles, industry consolidations and other changes beyond our control could result in a positive or negative impact on our forecast of expected future cash flows. flows and the related measurement of interest income.

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As part of the preparation of the forecasted expected future cash flows, which relies on the sources and variables discussed above, management is required to make assumptions around the following forecast inputs: (1) estimates of the duration of the royalty, which includes consideration of the strength of patent protection and anticipated timing for entry of generics, (2) product growth rates and sales trends in outer years, generally projected through statistical curves, (3) the product and pricing mix for franchised products, and (4) the geographical allocation of annual sales data from sell-side equity research analysts' models. models, and (5) the portion of sales that are subject to royalty which is referred to as royalty bearing sales. The most sensitive of these assumptions relates to management's estimate of the royalty duration in the final years of an asset's life. In some cases, patent protection may extend to a later period than the expiration date management has estimated. Management may apply a shorter royalty term in this situation if, based on its experience and expertise, management believes that it is more likely that the associated patents are subject to opposition or infringement, that the market for a particular product may shift based on pipeline approvals and products, or that product sales may be harmed by competition from generics. For products providing perpetual royalties, management applies judgment in establishing the duration over which it forecasts expected future cash flows.

A shortened royalty term can result in a reduction in the effective interest rate, a decline in the carrying value of the financial royalty asset, a decline in income from financial royalty assets, significant reductions in royalty payments compared to expectations, or a permanent impairment. Additionally, royalty payments may occasionally continue beyond

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the estimated royalty expiration date for such reasons we cannot foresee such as excess inventory in the channel or additional scope of patent protection identified after expiry, including royalties we may become entitled to from new indications, new compounds, or for new regulatory jurisdictional approvals.

The current portion of financial royalty assetsrepresents an estimation for current quarter royalty receipts which are collected during the subsequent quarter and for which the estimates are derived from the latest external publicly available sell-side equity research analyst reports, reported in arrears.

Cumulative allowance Allowance and Provision for changes Changes in expected cash flows Expected Cash Flows from financial royalty assets Financial Royalty Assets

We evaluate financial royalty assets for impairment on an individual basis by comparing the effective interest rate at each reporting date to that of the prior period. If the effective interest rate is lower for the current period than the prior period, and if the gross cash flows have declined (expected and collected), we record provision expense for the change in expected cash flows. The provision is measured as the difference between the financial royalty asset's amortized cost basis and the net present value of the expected future cash flows, calculated based on using the prior period's effective interest rate. The amount recognized as provision expense increases the financial royalty asset's cumulative allowance, which reduces the net carrying value of the financial royalty asset.

In a subsequent period, if there is an increase in expected future cash flows, or if actual cash flows are greater than cash flows previously expected, we reduce the previously established cumulative allowance in part or in full, resulting in a non-cash credit to the provision income recorded through the *Provision for changes in expected cash flows from financial royalty assets* on the consolidated statements of operations. We also recalculate the amount of accretable yield to be received based on the revised remaining future cash flows. The adjustment to the accretable yield is treated as a change in estimate and is recognized prospectively over the remaining life of the financial royalty asset by adjusting the effective interest rate used to calculate income.

Movements in the cumulative allowance for changes in expected future cash flows, which forms part of the *Financial royalty assets, net* line item on the consolidated balance sheets, are accompanied by corresponding provision income or expense. Amounts not expected to be collected are written off against the allowance at the time that such a determination is made. Recoveries of previously written-off amounts are credited to the allowance. In some cases, when a financial royalty asset's contractual cash flows expire, the final royalty payment may differ from the remaining net carrying value. We account for this non-cash true-up at the end of the royalty term as either *Provision for changes in expected cash flows from financial royalty assets* or as *Income from financial royalty assets* on the consolidated statements of operations.

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Allowance for current expected credit losses Current Expected Credit Losses

On January 1, 2020, we adopted ASU 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASU 2016-13") which requires earlier recognition of credit losses. We recognize an allowance for current expected credit losses under ASC 326 – *Financial Instruments – Credit Losses* on our portfolio of financial royalty assets with limited protective rights. The credit loss allowance is estimated using the probability of default and loss given default method. The credit rating, which is primarily based on publicly available data and updated quarterly, is the primary credit quality indicator used to determine the probability of default of the marketers responsible for paying our royalties and the resulting loss given default. The allowance for current expected credit losses is presented net within the non-current portion of financial royalty assets on the consolidated balance sheets. Any subsequent provision for credit losses is recorded as part of the *Provision for changes in expected future cash flows from financial royalty assets* on the consolidated statements of operations.

Income from financial royalty assets Financial Royalty Assets

We recognize income from financial royalty assets when there is a reasonable expectation about the timing and amount of cash flows expected to be collected. The accretable yield is recognized as income at the effective rate of return over the expected life of financial royalty assets. An acquisition of a royalty on a development-stage product classified as a financial royalty asset is generally placed in non-accrual status. In these cases, the financial royalty asset status where income is held at cost and no income is not recognized until we are able to reliably estimate expected cash flows, generally when the product receives regulatory approval.

We evaluate such financial royalty assets held at cost for impairment based on, among other factors, a review of development progress and publicly available information around regulatory discussions,, clinical trial results and approval status. An impairment loss is recognized if based on available information, it is probable probable that we will be unable to recover the carrying value of the financial royalty asset held at cost and the amount of loss can be reasonably estimated.

When royalties are received for financial royalty assets that have been fully amortized, such income is recognized as *Other royalty income.*

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Revenue from intangible royalty assets Intangible Royalty Assets

We earn royalties on sales by our licensees of Januvia and Janumet ("DPP-IV") products covered under patents that we own. We do not have future performance obligations under these license arrangements. Royalty revenue from sales of DPP-IV products is recognized in the period the product is sold. Our royalties on Januvia and Janumet expired in the first quarter of 2022 and as such, we do not expect any material revenue from the other DPP-IV products in the future periods.

Milestone payments Milestones

Certain acquisition agreements provide for future incoming or outgoing contingent payments based on the commercial, regulatory or clinical performance of the related biopharmaceutical product generally over a multi-year period. For purposes of measuring income from financial royalty assets, commercial milestones payable or receivable are reflected in the forecastedforecasted expected future cash flows in the period in which the milestone criteria is projected to be satisfied based on sell-side equity research analysts' consensus sales forecasts. Milestones based on regulatory approval or clinical criteria are generally not reflected in the expected future cash flows until such approval or criteria is achieved. We assess all milestone payments to determine whether we must account for these arrangements as derivatives instruments under ASC 815 – *Derivatives and Hedging*.

Amounts related to outgoing contingent milestone payments are not considered contractual obligations as they are contingent on the successful completion of the defined milestones. Payments under these agreements generally become due and payable upon achievement of certain commercial milestones, and when the contingency is resolved resolved.

When milestones are received for financial royalty assets that have been fully amortized or where there is no underlying asset recognized on the consolidated balance sheets, such income is recognized as *Other royalty income*.

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Financial instruments Instruments and Fair value measurements Value Measurements

Our financial instruments consist primarily of cash and cash equivalents, marketable securities, equity securities, derivatives, available for sale debt securities, royalty interests and long-term debt. Cash and cash equivalents, marketable securities, equity securities, derivatives, available for sale debt securities and certain royalty interests are reported at their respective fair values on our consolidated balance sheets. Outstanding borrowings under our senior unsecured notes and non-current financial royalty assets are reported at their amortized costs on our consolidated balance sheets, for which fair values are disclosed. The remaining financial instruments are reported on our consolidated balance sheets at amounts that approximate fair values.

For financial instruments carried at fair value, the level in the fair value hierarchy is based on the lowest level of inputs that is significant to the fair value measurement in its entirety. We determine the fair value of assets and liabilities using the fair value hierarchy, which establishes three levels of inputs that may be used to measure fair value as follows:

- Level 1: Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2: Quoted prices in markets that are not active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3: Prices or valuation that require inputs that are both significant to the fair value measurement and unobservable.

Cash and cash equivalents Cash Equivalents and Marketable securities Securities

Cash and cash equivalents include cash held at banks and all highly liquid financial instruments with original maturities of 90 days or less. We invest excess cash in marketable debt securities that are classified as trading securities and reported at fair value.value.

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Equity securities Securities and Available for sale debt securities Sale Debt Securities

Our equity securities primarily consist of investments in publicly traded equity securities. The equity securities are measured and recorded at fair value with unrealized gains and losses recorded in earnings. Investments classified as available for sale debt securities are recorded at fair value. We may elect to apply the fair value option for available for sale debt securities where when the fair value option better aligns with the economics of the investment. Upon such election, the entire investment is measured at fair value on a recurring basis, with movements in fair value recognized in earnings. For available for sale debt securities for which we did not elect the fair value option, the unrealized change in fair value is recorded within in *Accumulated other comprehensive income*("AOCI") and is reclassified to earnings as interest income is recognized when we can reliably estimate forecasted cash flows. A decline in the market value of any available for sale debt security below its cost that is deemed to have resulted from a credit loss results in a reduction in carrying amount to fair value and is recognized in earnings. earnings.

Derivatives

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All derivatives are measured at fair value on the consolidated balance sheets with movements in fair value recognized in earnings.

Investment in non-consolidated affiliates Non-Consolidated Affiliates

Investments in entities that provide us with the ability to exercise significant influence, but not a controlling financial interest, and where we are not the primary beneficiary are accounted for under the equity method or as equity securities for which we have elected under the fair value option with the movements in fair value of the equity securities recognized within *Losses/(gains) on equity securities* in the consolidated statements of operations. option. Investments accounted for under the equity method are initially recorded at fair value. If there is a difference between the fair value and the carrying amount of the equity method investment at inception, we quantify the basis difference and amortize it in a rational manner over the life of the investment. Subsequently, we recognize through earnings our proportionate share of the investee's net income or loss, net of any adjustment to reflect the amortization of basis differences. We generally record our share of the results of our investees one quarter in arrears within *Equity in losses/(earnings) /losses of equity method investees* in the consolidated statements of operations. The investment is reflected as *Equity method investments* on the consolidated balance sheets. sheets.

We have variable interests in entities formed for the purposes of entering into co-development arrangements for potential biopharmaceutical products (the "Avillion entities"). The Avillion entities are variable interest entities for which we are not the primary beneficiary as we do not have the power to direct the activities that most significantly influence the economic performance of the entity. In determining whether we are the primary beneficiary of an entity, management applies a qualitative approach that determines whether it has both (1) the power to direct the economically significant activities of the entity and (2) the obligation to absorb losses of, or the right to receive benefits from, the entity that could potentially be significant. Management continuously assesses whether we are the primary beneficiary of a variable interest entity as changes to existing relationships or future transactions may result in the consolidation or deconsolidation of one or more of its investees.investees.

When we have committed to provide further support to the investee through capital call commitments and the investment has been reduced to zero, we provide for additional losses, resulting in a negative equity method investment, which is presented as a liability on the consolidated balance sheets.sheets.

Research and development funding expense Development Funding Expense

We enter into transactions where we agree to fund a portion of the research and development ("R&D") performed by our partners for products undergoing late-stage clinical trials in exchange for future royalties or milestones if the products are successfully developed and commercialized. In accordance with ASC 730 – *Research and Development*, we account for the funded amounts as R&D expense when we have the ability to obtain the results of the R&D, the transfer of financial risk is genuine and substantive and, at the time of entering into the transaction, it is not yet probable that the product will receive regulatory approval. If these conditions are not met, we may record the funded amounts as a financial royalty asset. We may fund R&D upfront or over time as the underlying products undergo clinical trials.

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Royalty payments owed to the Company Royalties earned on successfully commercialized products generated from R&D arrangements are recognized as *Other royalty income* in the same period in which the sale of the product occurs. Fixed or milestone payments receivable based on the achievement of of contractual criteria for products products arising out of our R&D arrangements are also recognized as *Other royalty income* in the period that the milestone threshold is met. Milestone thresholds are typically not triggered until after all funding obligations have been completed. completed.

Income taxes Taxes

We periodically assess if our activities, as conducted through our subsidiaries, and as currently contemplated, constitute being engaged in the conduct of a trade or business within the United States. Neither the U.S. Internal Revenue Code ("the Code") nor the applicable Treasury regulations provide a general definition of what constitutes as being engaged in the conduct of a trade or business within the United States, and the limited case law on the subject does not provide definitive guidance. Based on our periodic assessment, we believe that we are not engaged in the conduct of a trade or business within the United States, and as such, we do not record a provision for U.S. income taxes with respect to effectively connected income for the years presented in the consolidated financial statements.

We have funding arrangements in place where our counterparties have drawn on capital or are allowed to draw on capital over a prescribed period of time. Income from these funding arrangements are subject to U.S. taxation and we record a provision for U.S. income taxes in accordance with ASC 740 – *Income Taxes,* with respect to this income. income. Additionally, we entered into an arrangement with MSCI Inc. ("MSCI") during 2021 as discussed in Note 16– 15–Related Party Transactions that will be subject to U.S. taxation when we begin to recognize revenue. At that time, we will record a provision for U.S. income taxes in accordance with ASC 740– *Income Taxes*, with respect to revenue from the MSCI transaction.

We operate so as to be treated solely as resident in the U.K. for tax purposes. As a U.K. tax resident company, we are subject to U.K. corporation tax on our worldwide taxable profits and gains. U.K. tax resident companies are subject to U.K. corporation tax on receipt of dividends or other income distributions in respect of shares held by them, unless those dividends or other distributions fall within an exempt class. We believe that dividends received by us from RP Holdings, and dividends received by RP Holdings from RPI 2019

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ICAV, should fall within such an exempt class and therefore should not be subject to U.K. corporation tax. As such, we do not record a provision for U.K. income taxes with respect to the dividends received from RP Holdings or with respect to the dividends received by RP Holdings from RPI 2019 ICAV.

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We are also subject to the U.K.'s "controlled foreign companies" rules (the "U.K. CFC Rules"). The U.K. CFC Rules, broadly, applies apply to U.K. tax resident companies that have, alone or together with certain other persons, interests in a non-U.K. tax resident company (the "Controlled Foreign Company") which is controlled by a U.K. person or persons. The charge under the U.K. CFC Rules applies by reference to certain types of chargeable profit arising to the Controlled Foreign Company, whether or not that profit is distributed, subject to specific exemptions. Certain non-U.K. entities in which we hold a greater than 25% interest, including RPI 2019 ICAV (which is an Irish tax resident) and Old RPI (which is an Irish tax resident and is held indirectly by us through our participation in RP Holdings), are considered Controlled Foreign Companies for U.K. tax purposes. We are therefore required to apply the U.K. CFC Rules in respect of our direct and indirect interests in these entities on an ongoing basis. We do not expect material tax charges to arise under the U.K. CFC Rules with respect to our direct and indirect interests in these entities and we therefore do not record a provision for U.K. income taxes related to this matter.

Other taxation matters Taxation Matters

We are subject to U.S. federal withholding tax on certain fixed or determinable annual or periodic gains, profits and income, such as royalties from sources within the United States, unless reduced or eliminated under an applicable tax treaty or provision of the Code. Generally, this tax is imposed by withholding 30% of the payments, or deemed payments, that are subject to this tax. We believe our subsidiaries are eligible for benefits under the U.S.-Ireland income tax treaty, and, under that treaty, are not subject to any U.S. withholding taxes on U.S.-source royalty, interest or other income payments.

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Earnings per share Share

Basic earnings per share ("EPS") is calculated by dividing net income attributable to us by the weighted average number of Class A ordinary shares outstanding during the period. Diluted EPS is calculated by dividing net income attributable to us by the weighted average number of Class A ordinary shares outstanding during the period, including the number of Class A ordinary shares that would have been outstanding if the potentially dilutive securities had been issued.

Our Class B ordinary shares, Class R redeemable shares and deferred shares do not share in the earnings or losses attributable to us and are therefore not participating securities.

Our outstanding Class B ordinary shares are, however, considered potentially dilutive shares of Class A ordinary shares because Class B ordinary shares, together with the related RP Holdings Class B Interests, are exchangeable into Class A ordinary shares on a one-for-one basis. Potentially dilutive securities also include Class B ordinary shares contingently issuable to EPA Holdings related to Equity Performance Awards and unvested RSUs issued under our 2020 Independent Director Equity Incentive Plan.

We include potentially dilutive shares in the denominator to compute diluted EPS if (i) the inclusion of the ordinary shares is dilutive for the respective reporting periods, and (ii) contingencies are satisfied as of the end of the reporting period for ordinary shares that are contingently issuable. We use the "if-converted" method to determine the potentially dilutive effect of our outstanding Class B ordinary shares, and the treasury stock method to determine the potentially dilutive effect of the unvested RSUs RSUs.

There were no Class A ordinary shares or Class B ordinary shares outstanding prior to June 16, 2020; therefore, no earnings per share information have been presented for any period prior to that date. Shares Repurchases

Amounts paid to repurchase shares in excess of the par value are allocated between *Additional paid-in capital* and *Retained earnings*.

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3. Available for Sale Debt Securities

Cytokinetics Commercial Launch Funding

On January 7, 2022, we entered into a long-term funding agreement, which was later amended in 2022, with Cytokinetics, Incorporated ("Cytokinetics") to support further development of aficamten and potential commercialization of omecamtiv mecarbil, both development-stage products. During 2022, we amended the funding agreement to increase the required draw amount, extend the draw period and modify the return for the second and third tranches. As part of the funding agreement, we . We agreed to provide capital funding of up to $300 million ("Cytokinetics Commercial Launch Funding") of up to $300 million, which is comprised of in five tranches, including an tranches. The initial tranche of $50 million that was funded upon closing. Cytokinetics is required to draw $50 million if a certain contingency is met and has the option to draw the remaining $200 million upon the occurrence of certain regulatory and clinical development milestones ("Cytokinetics Funding Commitments"). Each tranche has an interest-free and payment-free period of six calendar quarters, followed by 34 calendar quarters of installment re-payments totaling 1.9 times Because the amount drawn, except regulatory milestones for the second and third tranches which each total 2.0 times the amount drawn. As of December 31, 2022, we expect $125 were not met, $75 million of the optional $200 funding is no longer available.

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For tranches one, four and five, we expect to receive a return of 1.9 times the amount drawn over 34 consecutive quarterly payments beginning on the last business day of the seventh quarter following the quarter of the funding date of each tranche. In the fourth quarter of 2023, we began receiving quarterly payments on the return of the first tranche. As of December 31, 2023, $175 million to remain remained available under the Cytokinetics Commercial Launch Funding due to the likelihood that certain regulatory milestones will not be met by March 31, 2023. Commitments.

We elected the fair value option to account for the Cytokinetics Commercial Launch Funding due to the nature of the funding arrangement. The funded Cytokinetics Commercial Launch Funding is recorded within *Available for sale debt securities* on the consolidated balance sheets, as it most accurately reflects the nature of the funding arrangement. sheets. The Cytokinetics Funding Commitments, which include options and forwards over the subsequent tranches, are recognized at fair value within *Other liabilities* as of December 31, 2022 on the consolidated balance sheets. The changes in the fair value of the funded Cytokinetics Commercial Launch Funding and the Cytokinetics Funding Commitments are recorded within *Losses/(gains) (Gains)/losses on available for sale debt securities* in the consolidated statements of operations.

MorphoSys Development Funding Bonds

On June 2, 2021, we announced a long-term strategic funding partnership agreement with MorphoSys AG ("MorphoSys") to support its acquisition of Constellation Pharmaceuticals, Inc. which closed on July 15, 2021. As part of the funding agreement, we agreed to provide MorphoSys up to $350 million of capital (the "Development ("Development Funding Bonds"), of which MorphoSys was required to draw a minimum of $150 million. Our commitment to fund at least $150 million of the Development Funding Bonds was recognized as the Development Funding Bond Forward as of December 31, 2021. In September 2022, we funded $300 million of the Development Funding Bonds, which represents represented $150 million in additional funding of $150 million above the minimum funding commitment ("Additional Funding"), , and the Development Funding Bond Forward was settled at the same time. our forward commitment. We expect to receive a return of 2.2 times the funded amount funded on of the Development Funding Bonds, payable on a quarterly basis over nine years, with the first payment beginning in the fourth quarter of 2024. As of December 31, 2022, we have no remaining funding commitment under the Development Funding Bonds.

We elected the fair value option to account for the funded amount of the Development Funding Bonds and the Development Funding Bond Forward as it most accurately reflects the nature of the instruments. The funded amount of the Development Funding Bonds and the Development Funding Bond Forward are recorded within *Available for sale debt securities* on the consolidated balance sheets. The changes in the fair values value of the funded amount of the Development Funding Bonds and the Development Funding Bond Forward are recorded within *Losses/(gains) (Gains)/losses on available for sale debt securities* in the consolidated statements of operations.

Biohaven Preferred Shares

Series A Biohaven Preferred Shares

On April 5, 2019, RPIFT purchased 2,495 Series A Biohaven Preferred Shares from Biohaven Pharmaceutical Holding Company Ltd ("Biohaven") at a price of $50,100 per preferred share, for a total of $125 million. The approval of Nurtec ODT by the U.S. Food and Drug Administration ("FDA") in February 2020 resulted in a payment due to us of two times the original purchase price of the Series A Biohaven Preferred Shares beginning in the first quarter of 2021 through the fourth quarter of 2024. In the first quarter of 2021, we began receiving payments of $15.6 million from the quarterly redemption of the Series A Biohaven Preferred Shares.

The Series A Biohaven Preferred Shares were classified as *Available for sale debt securities* on the consolidated balance sheet as of December 31, 2021. The unrealized changes in the fair value of the Series A Biohaven Preferred Shares were recorded within *Unrealized gains on available for sale debt securities* in the consolidated statements of comprehensive income. In 2022, 2021 and 2020, $53.4 million, $50.9 million and $20.6 million of unrealized gains were reclassified from other comprehensive income to *Interest income* on the consolidated statements of operations, respectively.

Series B Biohaven Preferred Shares

On August 7, 2020, we entered into the Series B Biohaven Preferred Share Purchase Agreement ("Series B Biohaven Preferred Share Agreement") with Biohaven where we committed to acquire 3,992 shares of Series B Biohaven Preferred Shares at a price of $50,100 per preferred share (the "Commercial Launch Preferred Equity"), for a total of $200 million payable on a quarterly basis between the first quarter of 2021 and the fourth quarter of 2024. Our commitment to purchase the Series B Biohaven Preferred Shares was recognized as the Series B Forwards.

We elected the fair value option to account for the Series B Biohaven Preferred Shares and the Series B Forwards, which were recorded within *Available for sale debt securities* on the consolidated balance sheet as of December 31, 2021. We believe the fair value option most accurately reflects the nature of these instruments. The changes in fair value of the Series B Biohaven Preferred Shares and Series B Forwards were recorded within *Losses/(gains) on available for sale debt securities* in the consolidated statements of operations. In 2022, 2021 and 2020, we recognized gains of $122.5 million, $13.5 million and $18.6 million, respectively, related to Series B Biohaven Preferred Shares within *Losses/(gains) on available for sale debt securities* in the consolidated statements of operations.

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On October 3, 2022, Pfizer Inc. (“Pfizer”) acquired Biohaven, which was a change of control event that accelerated the issuance of all unissued Series B Biohaven Preferred Shares and the redemption of all outstanding Series A Biohaven Preferred Shares and Series B Biohaven Preferred Shares. We purchased all remaining unissued Series B Biohaven Preferred Shares simultaneously with the redemption of all outstanding Series B Biohaven Preferred Shares at a price equal to approximately 1.8 times the original purchase price. The Series A Biohaven Preferred Shares were redeemed at a price equal to two times the original purchase price. As of December 31, 2022, we no longer hold any Series A Biohaven Preferred Shares or Series B Biohaven Preferred Shares.

The table below summarizes our available for sale debt securities recorded at fair value as of December 31, 2022 December 31, 2023 and 2021 2022 (in thousands):

	Cost	Unrealized (Losses)/Gains	Fair Value	Current Assets	Non-Current Assets	Current Liabilities	Non-Current Liabilities	Total
As of December 31, 2022								
Debt securities (1)	$359,400	$ (131,800)	$227,600	$ 1,300	$226,300	$ —	$ —	$227,600
Funding commitments (2)	(9,400)	6,900	(2,500)	—		—	(2,500)	(2,500)
Total available for sale debt securities	**$350,000**	**$ (124,900)**	**$225,100**	**$ 1,300**	**$226,300**	**$ —**	**$ (2,500)**	**$225,100**
As of December 31, 2021								
Debt securities (3)	$204,509	$ 49,191	$253,700	$66,000	$187,700	$ —	$ —	$253,700
Forwards (4)	—	16,700	16,700	—	16,700	—	—	16,700
As of December 31, 2022								
Debt securities (1)	$204,509	$ 65,891	$270,400	$66,000	$204,400	$ —	$ —	$270,400
Funding commitments (2)								
Total available for sale debt securities								

(1) The cost associated with the funded Cytokinetics Commercial Launch Funding reflects the fair value on the purchase date. date which is amortized as we receive quarterly repayments on the first tranche. The cost of the Development Funding Bonds represents the amounts amount funded.

(2) Related to Cytokinetics Funding Commitments for which related tranches remain available as of the respective balance sheet dates. The cost associated with the Cytokinetics Funding Commitments represents the fair value on the purchase date.

(3) The cost for the Series A Biohaven Preferred Shares represents amortized cost. The cost for the Series B Biohaven Preferred Shares represents the amounts paid to purchase the instruments. These instruments were fully redeemed during 2022.

(4) There are no costs associated with the forwards.

4. Derivative Instruments

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We have historically managed the impact of foreign currency exchange rate and interest rate risk through various financial instruments, including derivative instruments such as treasury rate lock contracts, interest rate swap contracts and foreign currency forward contracts. Our policy is to use derivatives strategically to hedge existing and future interest rate exposure and to minimize volatility in cash flow arising from our exposure to interest rate risk and foreign currency risk. We may also acquire other financial instruments that are classified as derivatives. We do not enter into derivative instruments for trading or speculative purposes. In 2023, 2022 and 2021, we did not hold any derivatives that were designated as hedging instruments.

Milestone Acceleration Option

On August 7, 2020, we entered into an expanded funding agreement with Biohaven which included the Series B Biohaven Preferred Share Agreement, to fund the development of zavegepant and the commercialization of Nurtec ODT in exchange for royalties and success-based milestones payable over time. Upon Following Pfizer Inc.'s ("Pfizer") acquisition of Biohaven on October 3, 2022, which was a change of control event, we have the option to cause Biohaven elected to accelerate the payment of the zavegepant milestone payments if triggered, in into a lump sum amount ("Milestone Acceleration Option"). The Milestone Acceleration Option is an embedded derivative instrument for which the associated fair value was not material prior to the second quarter of 2022, when Pfizer announced its intended acquisition of Biohaven. On October 3, 2022 In March 2023, the U.S. Food and Drug Administration ("FDA") approved Zavzpret (zavegepant), Pfizer acquired Biohaven a calcitonin gene-related peptide receptor antagonist nasal spray for the acute treatment of migraine with or without aura in adults, which triggered a milestone payment of $475 million that we received in the same month and we elected to accelerate the zavegepant success-based milestone payments, if triggered, resulted in a lump sum amount. partial settlement of the derivative instrument attributable to Zavzpret. In November 2023, we received a one-time $50 million payment from Pfizer in relation to the oral formulation of zavegepant which was recorded within *Other royalty income* in the consolidated statements of operations. The Milestone Acceleration Option had no remaining fair value as of December 31, 2023.

As of December 31, 2022, the fair value of the Milestone Acceleration Option was $96.6 million, of which $86.2 million $86.2 million related to Zavzpret was recorded within *Other current assets* and $10.5 million $10.5 million related to the oral formulation of zavegepant was recorded within *Other assets* on the consolidated balance sheets. sheet.

Treasury rate lock contracts Rate Lock Contracts

In June 2021, we entered into treasury rate lock contracts with notional amounts totaling $600.0 $600 million to manage the impact of fluctuations in the underlying benchmark interest rate associated with the 2021 Notes (as further discussed and defined in Note 11– 10–Borrowings). The treasury rate lock contracts had collateral requirements and were not designated as hedge instruments. We paid $16.1 million in July 2021 to terminate our treasury rate lock contracts in connection with the issuance of the 2021 Notes.

Interest rate swaps

In February 2020, RPIFT terminated all outstanding interest rate swaps in connection with the Exchange Offer Transactions. We paid $35.4 million to terminate these swaps and reclaimed $45.3 million of collateral that was held by the respective counterparties. We did not enter into any interest rate swaps subsequent to the February 2020 termination discussed above.

Epizyme put option and warrant

In November 2019, RPIFT made an equity investment in Epizyme, Inc. ("Epizyme") of $100.0 million. Under the terms of the agreement with Epizyme, we made an upfront payment of $100.0 million in exchange for (1) shares of Epizyme common stock, (2) a warrant to purchase an additional 2.5 million shares of Epizyme common stock at $20 per share over a three-year term and (3) Epizyme's royalty on sales of Tazverik in Japan payable by Eisai Co., Ltd ("Eisai"). In addition, Epizyme had an 18 month put option to sell an additional $50.0 million of its common stock to RPIFT at then prevailing prices, not to exceed $20 per share. We recorded the put option as a forward purchase contract as of December 31, 2019. The exercise of the put option was settled in February 2020. As of December 31, 2021, the fair value of the warrant was immaterial. The warrant remained unexercised and was terminated upon Ipsen's acquisition of Epizyme in 2022.

Summary of derivatives and reclassifications

The tables below summarize the changes in fair value of the derivatives for 2022, 2021 and 2020 and the line items within the consolidated statements of operations where the gains or losses on these derivatives were recorded (in thousands):

	Years Ended December 31,			
	2022	2021	2020	Location on Consolidated Statements of Operations
Derivatives in hedging relationships (1)				
Interest rate swaps:				
Amount of loss reclassified from accumulated other comprehensive income into net income	$ —	$ —	$ 4,066	(Gains)/losses on derivative financial instruments
Change in fair value of interest rate swaps	—	—	(73)	(Gains)/losses on derivative financial instruments
Interest expense	—	—	114	Interest expense
Derivatives not designated as hedging instruments				
Interest rate swaps:				

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Change in fair value of interest rate swaps	—	—	6,908	(Gains)/losses on derivative financial instruments
Interest expense	—	—	408	Interest expense
Changes in fair value of other instruments:				
Warrant	—	5,439	25,375	(Gains)/losses on derivative financial instruments
Forward purchase contract	—	—	5,800	(Gains)/losses on derivative financial instruments
Treasury rate lock contracts	—	16,093	—	(Gains)/losses on derivative financial instruments
Milestone Acceleration Option	(96,610)	—	—	(Gains)/losses on derivative financial instruments

(1) Certain interest rate swaps were previously designated as cash flow hedges. These swaps became ineffective as debt refinancings occurred between 2013 and 2016. As a result of the termination of interest rate swaps in February 2020, all amounts associated with interest rate swaps previously designated as cash flow hedges and recorded in *Accumulated other comprehensive income* were released into earnings.

The table below summarizes the changes in fair value by derivative instrument for 2023, 2022 and 2021 which were recorded within *Losses/(gains) on derivative financial instruments* in the consolidated statements of operations (in thousands):

	Years Ended December 31,		
	2023	2022	2021
Milestone Acceleration Option	$ 2,290	$ (96,610)	$ —
Treasury rate lock contracts	—	—	16,093
Warrant (1)	—	—	5,439

(1) Related to a warrant to purchase 2.5 million shares of Epizyme, Inc. ("Epizyme") common stock at $20 per share over a three-year term. The warrant was not exercised and was terminated in 2022 with de minims value upon Ipsen's acquisition of Epizyme.

5. Fair Value Measurements and Financial Instruments

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following table summarizes assets and liabilities measured at fair value on a recurring basis by level within the fair value hierarchy (in thousands):

	As of December 31, 2023				As of December 31, 2022			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets:								
Money market funds (1)								
Money market funds (1)								
Money market funds (1)								

	As of December 31, 2022				As of December 31, 2021			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets:								
Marketable securities								
Cash equivalents								
Money market funds	$ 5,068	$ —	$ —	$ 5,068	$598,253	$ —	$ —	$ 598,253
Commercial paper	—	—	—	—	—	13,997	—	13,997
Certificates of deposit	—	—	—	—	—	40,954	—	40,954
Marketable securities	Marketable securities							
Commercial paper	—	—	—	—	—	207,457	—	207,457
Marketable securities								
Certificates of deposit								
Certificates of deposit								
Certificates of deposit	Certificates of deposit	—	11,501	—	11,501	—	374,415	—	374,415

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U.S. government securities	U.S. government securities	—	12,920	—	12,920	—	—	—	—
Available for sale debt securities									
Debt securities (1)		—	—	1,300	1,300	—	—	66,000	66,000
Derivative instruments (2)		—	—	86,150	86,150	—	—	—	—
Available for sale debt securities (2)									
Available for sale debt securities (2)									
Available for sale debt securities (2)									
Derivative instruments (3)									
Derivative instruments (3)									
Derivative instruments (3)									
Total current assets									
Total current assets									
Total current assets	**Total current assets**	**$ 5,068**	**$ 24,421**	**$ 87,450**	**$ 116,939**	**$ 598,253**	**$ 636,823**	**$ 66,000**	**$ 1,301,076**
Equity securities	Equity securities	103,876	—	8,472	112,348	226,787	—	43,013	269,800
Available for sale debt securities									
Debt securities (1)		—	—	226,300	226,300	—	—	187,700	187,700
Forwards (3)		—	—	—	—	—	—	16,700	16,700
Equity securities									
Equity securities									
Available for sale debt securities (2)									
Available for sale debt securities (2)									
Available for sale debt securities (2)									
Derivative instruments (2)		—	—	10,460	10,460	—	—	—	—
Derivative instruments (3)									
Derivative instruments (3)									
Derivative instruments (3)									
Royalty at fair value (4)	Royalty at fair value (4)	—	—	14,500	14,500	—	—	—	—
Total non-current assets	**Total non-current assets**	**$ 103,876**	**$ —**	**$ 259,732**	**$ 363,608**	**$ 226,787**	**$ —**	**$ 247,413**	**$ 474,200**
Liabilities:									
Liabilities:									
Liabilities:	**Liabilities:**								
Available for sale debt securities									
Funding commitments (5)									
Funding commitments (5)									
Funding commitments (5)	Funding commitments (5)	—	—	(2,500)	(2,500)	—	—	—	—
Total non-current liabilities	**Total non-current liabilities**	**$ —**	**$ —**	**$ (2,500)**	**$ (2,500)**	**$ —**	**$ —**	**$ —**	**$ —**

(1) As of December 31, 2022, amounts reflect Recorded within *Cash and cash equivalents* on the consolidated balance sheets.

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(2) Reflects the fair value of the funded portion portions of the Development Funding Bonds and the Cytokinetics Commercial Launch Funding and the funded portion of the Development Funding Bonds. As of December 31, 2021, amounts reflect the fair value of the Series A Biohaven Preferred Shares and Series B Biohaven Preferred Shares. Funding.

(2) (3) Reflects the fair value of the Milestone Acceleration Option.

(3) Reflects the fair value of our obligations to fund the acquisitions of the Series B Biohaven Preferred Shares and our obligations to fund the Development Funding Bonds.

(4) Recorded within *Other assets* on the consolidated balance sheet. sheets. See Note 9– 8–Non-Consolidated Affiliates for additional discussion.

(5) Related to the fair value of the Cytokinetics Funding Commitments. Commitments recorded within *Other liabilities* on the consolidated balance sheets.

For 2023, 2022 and 2021, we recognized gains of $87.1 million, losses of $39.1 million and $41.4 million, $41.4 million, respectively, on equity securities still held as of December 31, 2022. There were no gains or losses in 2020 associated with the equity securities still held as of December 31, 2022 December 31, 2023.

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The table tables presented below summarizes summarize the change in the combined fair value (current and non-current) of Level 3 financial instruments (in thousands):

	Year Ended December 31, 2022						Year Ended December 31, 2021		
	Equity Securities	Debt Securities	Forwards	Funding Commitments	Derivative Instruments	Royalty at Fair Value	Equity Securities	Debt Securities	Forwards
Balance at the beginning of the year	**$ 43,013**	**$ 253,700**	**$ 16,700**	**$ —**	**$ —**	**$ —**	**$ —**	**$ 214,400**	**$ 18,600**
Purchases (1)	28,785	479,559	—	—	—	21,215	35,120	70,441	—
Gains/(losses) on initial recognition (2)	—	600	—	(9,400)	—	—	—	—	—
(Losses)/gains on equity securities	(22,634)	—	—	—	—	—	7,893	—	—
Gains on derivative financial instruments	—	—	—	—	96,610	—	—	—	—
Unrealized gains on available for sale debt securities included in other comprehensive losses	—	24,000	—	—	—	—	—	11,600	—
(Losses)/gains on available for sale debt securities included in earnings (3)	—	(67,800)	62,885	6,900	—	—	—	1,300	16,559
Other non-operating expense	—	—	—	—	—	(6,715)	—	—	—
Settlement of forwards (4)	—	79,585	(79,585)	—	—	—	—	18,459	(18,459)
Transfer out of Level 3 (5)	(40,692)	—	—	—	—	—	—	—	—
Redemptions (1)	—	(542,044)	—	—	—	—	—	(62,500)	—
Balance at the end of the year	**$ 8,472**	**$ 227,600**	**$ —**	**$ (2,500)**	**$ 96,610**	**$ 14,500**	**$ 43,013**	**$ 253,700**	**$ 16,700**

	Year Ended December 31, 2023				
	Equity Securities	Debt Securities	Funding Commitments	Derivative Instruments	Royalty at Fair Value
Balance at the beginning of the period	**$ 8,472**	**$ 227,600**	**$ (2,500)**	**$ 96,610**	**$ 14,500**
Losses on equity securities	(8,175)	—	—	—	—
Losses on derivative financial instruments	—	—	—	(2,290)	—
Gains on available for sale debt securities included in earnings	—	229,240	1,600	—	—
Other non-operating expense	—	—	—	—	(12,722)
Settlement (1)	—	—	—	(94,320)	—

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Redemptions (2)	—	(1,440)	—	—	—
Balance at the end of the period	**$ 297**	**$ 455,400**	**$ (900)**	**$ —**	**$ 1,778**

(1) Following Pfizer's acquisition Represents the fair value of Biohaven the Milestone Acceleration Option attributable to the intranasal formulation of zavegepant which was settled when the FDA approved Zavzpret in October 2022, March 2023.

(2) Amount relates to the first quarterly repayment we received in the fourth quarter of 2023 on the first tranche of the Cytokinetics Commercial Launch Funding.

	Year Ended December 31, 2022					
	Equity Securities	Debt Securities	Forwards	Funding Commitments	Derivative Instruments	Royalty at Fair Value
Balance at the beginning of the period	**$ 43,013**	**$ 253,700**	**$ 16,700**	**$ —**	**$ —**	**$ —**
Purchases (1)	28,785	479,559	—	—	—	21,215
Gains/(losses) on initial recognition (2)	—	600	—	(9,400)	—	—
Losses on equity securities	(22,634)	—	—	—	—	—
Gains on derivative financial instruments	—	—	—	—	96,610	—
Unrealized gains on available for sale debt securities included in other comprehensive losses	—	24,000	—	—	—	—
(Losses)/gains on available for sale debt securities included in earnings	—	(67,800)	62,885	6,900	—	—
Other non-operating expense	—	—	—	—	—	(6,715)
Settlements (3)	—	79,585	(79,585)	—	—	—
Transfer out of Level 3 (4)	(40,692)	—	—	—	—	—
Redemptions (1)	—	(542,044)	—	—	—	—
Balance at the end of the period	**$ 8,472**	**$ 227,600**	**$ —**	**$ (2,500)**	**$ 96,610**	**$ 14,500**

(1) We purchased all remaining unissued Series B Biohaven Preferred Shares Share debt securities and we received accelerated redemption payments for all outstanding Series A Biohaven Preferred Shares and Series B Biohaven Preferred Shares. Shares following Pfizer's acquisition of Biohaven in October 2022.

(2) Reflects the Represents purchase price allocation for the long-term funding agreement entered into with Cytokinetics to arrive at the appropriate fair value of the Cytokinetics Funding Commitments on initial recognition. Amounts also reflect the losses on initial recognition of debt securities related to the difference in (a) the fair value of the Additional Funding of the Development Funding Bonds and (b) the actual additional funded amount of $150 million.

(3) Amounts reflect changes in Reflects the fair values of the value attributed to our commitment to purchase Series B Biohaven Preferred Shares Series B Forwards and the Development Funding Bond Forward. For 2022, amounts also reflect the change in the fair value of the funded portion of the Cytokinetics Commercial Launch Funding, the funded portion of the Development Funding Bonds and the Cytokinetics Funding Commitments.

(4) Amounts reflect the fair value attributed to the Series B Forwards that were settled as we acquired simultaneously with the acquisition of the Series B Biohaven Preferred Shares. Amounts in 2022 also reflect the fair value attributed to our forward commitment of the Development Funding Bond Forward that Bonds which was settled upon funding the Development Funding Bonds. Bonds in September 2022. Following Pfizer's acquisition of Biohaven in October 2022, we purchased all remaining unissued Series B Biohaven Preferred Shares and we received accelerated redemption payments for all outstanding Series B Biohaven Preferred Shares.

(5) (4) Related to the expiration of the transfer restriction on BioCryst common stock.

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Valuation Inputs for Recurring Fair Value Measurements

Below is a discussion of the valuation inputs used for financial instruments classified as Level 2 and Level 3 measurements in the fair value hierarchy.

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ApiJect Investment

We utilized the discounted cash flow method using Level 3 inputs, including forecasted cash flows and the weighted average cost of capital, to estimate estimated the fair value as of December 31, 2022 of the equity securities and revenue participation right that we acquired from ApiJect Holdings, Inc. ("ApiJect"), a private company, in April 2022. as of December 31, 2023 and 2022 by utilizing a discounted cash flow calculation using Level 3 inputs, including forecasted cash flows and the weighted average cost of capital. Our estimate of the forecasted cash flows and the weighted average cost of capital could reasonably be different than those selected by a market participant, which would mean that the estimated fair value could be significantly higher or lower. Refer to Note 9– 8–Non-Consolidated Affiliates for additional discussion.

Cytokinetics Commercial Launch Funding & and Cytokinetics Funding Commitments

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We estimated the fair value of the funded Cytokinetics Commercial Launch Funding as of December 31, 2022 December 31, 2023 and 2022 by utilizing probability-adjusted discounted cash flow calculations using Level 3 inputs, including an estimated risk-adjusted discount rate and the probability that there will be a change of control event, which would result in accelerated payments. Developing a risk-adjusted discount rate and assessing the probability that there will be a change of control event over the duration of the Cytokinetics Commercial Launch Funding require significant judgement. Our estimate of the risk-adjusted discount rate could reasonably be different than the discount rate selected by a market participant, which would mean that the estimated fair value could be significantly higher or lower. Our expectation of the probability and timing of the occurrence of a change of control event could reasonably be different than the timing of an actual change of control event, and if so, would mean that the estimated fair value could be significantly higher or lower than the fair value determined by management at any particular date.

We estimated the fair value of the Cytokinetics Funding Commitments as of December 31, 2022 December 31, 2023 and 2022 using a Monte Carlo simulation methodology that includes simulating the interest rate movements using a Geometric Brownian Motion-based pricing model. This methodology simulates the likelihood of future discount rates exceeding the counterparty's assumed cost of debt, which would impact Cytokinetics' decision to exercise its option to draw on each respective tranche. This As of December 31, 2023 and 2022 this methodology incorporates Level 3 fair value measurements and inputs, including the probability of a change of control event occurring during the investment term, an assumed risk-adjusted discount rate of 10.9% and 13.5%, respectively, and an assumed interest rate volatility of 30% 37.5% and an assumed risk-adjusted discount rate of 13.5%. 30.0%, respectively. We also assumed probabilities for the occurrence of each regulatory or clinical milestone, which impacts the availability of each future tranche of funding. Our estimate of expectation of the probability and timing of the occurrence of a change of control event, the risk-adjusted discount rate, the interest rate volatility and the probabilities of each underlying milestone could reasonably be different than the assumptions selected by a market participant, which would mean that the estimated fair value could be significantly higher or lower.

BioCryst Common Stock MorphoSys Development Funding Bonds

In November 2021, we purchased 3,846 thousand shares of common stock of BioCryst Pharmaceuticals, Inc. ("BioCryst"). As part of the transaction, we were restricted from selling the BioCryst common stock for six months following the close of the transaction. We determined estimated the fair value of the BioCryst common stock as of December 31, 2021 based on the closing stock price and adjusted for the transfer restriction, which was determined by calculating the value of a put option over the common stock to match the duration of the transfer restriction. This methodology incorporated Level 3 inputs, including the estimated volatility of the BioCryst common stock, which required significant judgement. Our estimated volatility could be reasonably different than the actual volatility of BioCryst's common stock, which would mean that the estimated fair value for the common stock could be significantly higher or lower than the fair value determined by management at any particular date. During the second quarter of 2022, the transfer restriction expired and the BioCryst common stock was transferred from a Level 3 to a Level 1 asset.

MorphoSys Development Funding Bonds & Forward

The fair values of the Development Funding Bonds and the Development Funding Bond Forward as of December 31, 2022 December 31, 2023 and 2021 were 2022 based on a discounted cash flow calculation using estimated risk-adjusted discount rates, which are Level 3 fair value inputs. Our estimate of the risk adjusted discount rates could reasonably be different than the discount rates selected by a market participant, which would mean that the estimated fair values value could be significantly higher or lower.

Series A Biohaven Preferred Shares

The Series A Biohaven Preferred Shares were redeemed following Pfizer's acquisition of Biohaven in October 2022. The fair value of the Series A Biohaven Preferred Shares as of December 31, 2021 was calculated using probability-adjusted discounted cash flow calculations incorporating Level 3 fair value measurements and inputs, including estimated risk-adjusted discount rates and the probability of a change of control event occurring during the investment term, which results in accelerated payments and redemptions. Assessing the probability that there will be a change of control event over a four-year time period and developing a risk-adjusted discount rate require significant judgement. Our estimate of a risk adjusted discount rate of 9.5% as of December 31, 2021 could reasonably be different than the discount rate selected by a market participant in the event of a sale of the Series A Biohaven Preferred Shares, which would mean that the estimated fair value could be significantly higher or lower.

Series B Biohaven Preferred Shares & Forwards

All remaining unissued Series B Biohaven Preferred Shares were purchased simultaneously with the redemption of all outstanding Series B Biohaven Preferred Shares following Pfizer's acquisition of Biohaven in October 2022. The fair value of each of the Series B Biohaven Preferred Shares and Series B Forwards as of December 31, 2021 was based on probability-adjusted discounted cash flow calculations using Level 3 fair value measurements and inputs, including estimated risk-adjusted discount rates and the probability that there will be a change of control event in different periods of time, which would result in accelerated payments and redemptions. Assessing the probability that there will be a change of control event over the duration of the Series B Biohaven Preferred Shares and developing a risk-adjusted discount rate require significant judgement. Our estimate of a risk adjusted discount rate, expectation of the probability and timing of the occurrence of a change of control event could reasonably be different than those determined by a market participant, which would mean that the estimated fair value could be significantly higher or lower.

Milestone Acceleration Option

We estimated the fair value of the Milestone Acceleration Option as of December 31, 2022 using the "with-and-without" methodology, which is a variation of the income approach and is based on the difference between cash flows for two different scenarios. The prospective cash flows for the success-based milestone payments include the Milestone Acceleration Option in the first scenario. For the second scenario, the prospective cash flows are estimated assuming they remain payable over time. The difference between the fair value of these two scenarios represents the fair value of the Milestone Acceleration Option. This methodology includes the use of Level 3 fair value measurements and inputs, including estimated risk-adjusted discount rate which was primarily based on Pfizer's cost of debt and management's estimated probabilities of achieving the success-

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based milestones. Assessing the likelihood that the success-based milestones are achieved over the duration of the Milestone Acceleration Option and developing a risk-adjusted discount rate require significant judgement. Our estimate of a risk adjusted discount rate and the probabilities of achieving marketing approval could reasonably be different than those determined by a market participant, which would mean that the estimated fair value could be significantly higher or lower. The fair value associated with this instrument was not material prior to the second quarter of 2022, when Pfizer announced its intended acquisition of Biohaven.

Other Financial Instruments

Financial As of December 31, 2023, we did not have any financial instruments recorded at fair value using Level 2 inputs. As of December 31, 2022, financial instruments whose fair values are measured on a recurring basis using Level 2 inputs primarily consist consisted of commercial paper, certificates of deposit and U.S. government securities. We measure the fair value of these financial instruments with the help of third-party pricing services that provide quoted market prices in active markets for similar securities or observable inputs for their pricing without applying significant adjustments.

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Financial Assets Not Measured at Fair Value

Financial royalty assets are measured and carried on the consolidated balance sheets at amortized cost using the effective interest method. The current portion of financial royalty assets approximates fair value. Management calculates the fair value of financial royalty assets using the forecasted royalty payments that are expected to be received receipts based on the projected product sales for all royalty bearing products which are estimated using sell-side equity research analysts' consensus sales forecasts. These projected future royalty payments receipts by asset along with any projected incoming or outgoing milestone payments, are then discounted to a present value using appropriate individual discount rates. The fair value of financial royalty assets is classified as Level 3 within the fair value hierarchy since it is determined based upon inputs that are both significant and unobservable. The estimated fair value of the current portion of financial royalty assets approximates the related carrying value at the end of each reporting period. The estimated fair values and related carrying values of the non-current portion of financial royalty assets as of December 31, 2022 December 31, 2023 and 2021 2022 are presented below (in thousands):

	As of December 31, 2022		As of December 31, 2021	
	Fair Value	Carrying Value, net	Fair Value	Carrying Value, net
Financial royalty assets, net	$ 17,314,094	$ 13,493,106	$ 19,047,183	$ 13,718,245

	As of December 31, 2023		As of December 31, 2022	
	Fair Value	Carrying Value, net	Fair Value	Carrying Value, net
Financial royalty assets, net	$ 19,077,706	$ 14,088,655	$ 17,314,094	$ 13,493,106

6. Financial Royalty Assets

Financial royalty assets consist of contractual rights to cash flows relating to royalty payments royalties derived from the expected sales of patent-protected biopharmaceutical products that entitle us and our subsidiaries to receive a portion of income from the sale of such products by third parties.

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The gross carrying value, cumulative allowance for changes in expected cash flows, exclusive of the allowance for credit losses, and net carrying value for the current and non-current portion of financial royalty assets as of December 31, 2022 December 31, 2023 and 2021 2022 are as follows (in thousands):

		As of December 31, 2022		
	Estimated Royalty Duration (1)	Gross Carrying Value	Cumulative Allowance for Changes in Expected Cash Flows (Note 7)	Net Carrying Value (4)
As of December 31, 2023				As of December 31, 2023

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		Estimated Royalty Duration (1)			
Cystic fibrosis franchise	Cystic fibrosis franchise	2037 (2)	$ 5,333,535	$ (10,908)	$ 5,322,627
Evrysdi					
Trelegy					
Tysabri	Tysabri	(3)	1,683,441	(212,283)	1,471,158
Trelegy		2029-2030	1,284,054	(24,126)	1,259,928
Tremfya	Tremfya	2031-2032	894,160	—	894,160
Imbruvica		2027-2032	1,436,969	(660,703)	776,266
Xtandi	Xtandi	2027-2028	1,009,168	(235,625)	773,543
Other	Other	2023-2041	5,134,980	(1,332,815)	3,802,165
Total	**Total**		**$16,776,307**	**$(2,476,460)**	**$14,299,847**
Less: Cumulative allowance for credit losses (Note 7)	Less: Cumulative allowance for credit losses (Note 7)				(115,422)
Total current and non-current financial royalty assets, net	**Total current and non-current financial royalty assets, net**				**$14,184,425**

		As of December 31, 2022		
	Estimated Royalty Duration (1)	Gross Carrying Value	Cumulative Allowance for Changes in Expected Cash Flows (Note 7)	Net Carrying Value (4)
Cystic fibrosis franchise	2037 (2)	$ 5,333,535	$ (10,908)	$ 5,322,627
Tysabri	(3)	1,683,441	(212,283)	1,471,158
Trelegy	2029-2030	1,284,054	(24,126)	1,259,928
Tremfya	2031-2032	894,160	—	894,160
Imbruvica	2027-2032	1,436,969	(660,703)	776,266
Xtandi	2027-2028	1,009,168	(235,625)	773,543
Other	2024-2041	5,134,980	(1,332,815)	3,802,165
Total		**$ 16,776,307**	**$ (2,476,460)**	**$ 14,299,847**
Less: Cumulative allowance for credit losses (Note 7)				(115,422)
Total current and non-current financial royalty assets, net				**$ 14,184,425**

(1) Durations shown represent our estimates as of the current reporting date of when a royalty will substantially end, which may vary by geography and may depend on clinical trial results, regulatory approvals, contractual terms, commercial developments, estimates of regulatory exclusivity and patent expiration dates (which may include estimated patent term extensions) or other factors and may vary by geography. factors. There can be no assurances that our royalties will expire when expected.

(2) Royalty is perpetual; year shown represents Trikafta Trikafta's expected patent expiration and potential sales decline based on timing of potential generic entry.

(3) RPIFT acquired a perpetual royalty on net sales of Tysabri. We have applied an end date of 2031 for purposes of accreting income over the royalty term, which is periodically reviewed.

(4) The net carrying value by asset is presented before the allowance for credit losses. Refer to Note 7–Cumulative Allowance and the Provision for Changes in Expected Cash Flows from Financial Royalty Assets for additional information.

As of December 31, 2023, the balance of $14.8 billion above for total current and non-current financial royalty assets, net included $562.3 million in unapproved financial royalty assets held at cost primarily related to olpasiran, pelacarsen, KarXT, and seltorexant.

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(1) Durations shown represent our estimates as of the current reporting date of when a royalty will substantially end, which may vary by geography and may depend on clinical trial results, regulatory approvals, contractual terms, commercial developments, estimates of regulatory exclusivity and patent expiration dates (which may include estimated patent term extensions) or other factors. There can be no assurances that our royalties will expire when expected.

(2) Royalty is perpetual; year shown represents Trikafta's expected patent expiration and potential sales decline based on timing of potential generic entry.

(3) RPIFT acquired a perpetual royalty on net sales of Tysabri. We have applied an end date of 2031 for purposes of accreting income over the royalty term, which is periodically reviewed.

(4) The net carrying value by asset is presented before the allowance for credit losses. Refer to Note 7–Cumulative Allowance and the Provision for Changes in Expected Cash Flows from Financial Royalty Assets for additional information.

During the fourth quarter of In 2022, we recorded $160.1 million and $273.6 million of non-cash impairment charges for otilimab and gantenerumab, respectively, both unapproved financial royalty assets held at cost. The impairment charges were recorded as a result of GSK plc's announcement that it has decided not to progress with regulatory submissions for otilimab and Roche's statement that it would discontinue clinical trials of gantenerumab. Included Additionally, in the total financial royalty assets balance of $14.2 billion as of December 31, 2022, is $533.8 million related to unapproved financial assets held at cost: zavegepant, seltorexant and olpasiran. Additionally, during the fourth quarter of 2022, we impaired our financial royalty asset related to Gavreto and recorded a non-cash impairment charge of $182.1 million due to the uncertainty of Gavreto's commercial outlook. These impairment charges were recorded within *Financial royalty asset impairment* in the consolidated statements statement of operations.

		As of December 31, 2021		
	Estimated Royalty Duration (1)	Gross Carrying Value	Cumulative Allowance for Changes in Expected Cash Flows (Note 7)	Net Carrying Value (5)
Cystic fibrosis franchise	2037 (2)	$ 5,335,641	$ (48,636)	$ 5,287,005
Tysabri	(3)	1,846,069	(16,617)	1,829,452
Imbruvica	2027-2032	1,438,730	(236,871)	1,201,859
Xtandi	2027-2028	1,100,065	(172,101)	927,964
Tremfya	2031-2032	881,671	—	881,671
Evrysdi	2030-2035 (4)	727,774	—	727,774
Other	2023-2041	4,697,591	(909,916)	3,787,675
Total		**$ 16,027,541**	**$ (1,384,141)**	**$ 14,643,400**
Less: Cumulative allowance for credit losses (Note 7)				(310,804)
Total current and non-current financial royalty assets, net				**$ 14,332,596**

(1) Durations shown represent our estimates as of the current reporting date of when a royalty will substantially end, which may depend on clinical trial results, regulatory approvals, contractual terms, commercial developments, estimates of patent expiration dates (which may include estimated patent term extensions) or other factors and may vary by geography. There can be no assurances that our royalties will expire when expected.

(2) Royalty is perpetual; year shown represents Trikafta expected patent expiration and potential sales decline based on timing of potential generic entry.

(3) RPIFT acquired a perpetual royalty on net sales of Tysabri. We have applied an end date of 2031 for purposes of accreting income over the royalty term, which is periodically reviewed.

(4) Key patents on Evrysdi in the United States expire in 2035, but our royalty will cease when aggregate royalties paid to us equal $1.3 billion.

(5) The net carrying value by asset is presented before the allowance for credit losses. Refer to Note 7–Cumulative Allowance and the Provision for Changes in Expected Cash Flows from Financial Royalty Assets for additional information.

7. Cumulative Allowance and the Provision for Changes in Expected Cash Flows from Financial Royalty Assets

The cumulative allowance for changes in expected future cash flows from financial royalty assets is presented net within the non-current portion of financial royalty assets on the consolidated balance sheets and includes the following activities: following:

- the movement in the cumulative allowance related to changes in forecasted royalty payments expected to be received based on projected product sales for royalty bearing products which are estimated using by sell-side equity research analysts' consensus sales forecasts,
- the write-off of cumulative allowance at the end of a royalty asset's life which only impacts the consolidated balance sheets, and
- the movement in the cumulative allowance for current expected credit losses, primarily associated with new financial royalty assets with limited protective rights and changes in the underlying cash flow forecasts of financial royalty assets with limited protective rights.

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The following table sets forth the activity in the cumulative allowance for changes in expected cash flows from financial royalty assets, inclusive of the cumulative allowance for credit losses, as of the dates indicated (in thousands):

	Activity for the Year
Balance at December 31, 2019	**$ (868,418)**
Cumulative adjustment for adoption of ASU 2016-13	(192,705)
Increases to the cumulative allowance for changes in expected cash flows from financial royalty assets	(645,612)
Decreases to the cumulative allowance for changes in expected cash flows from financial royalty assets	570,959
Write-off of cumulative allowance	2,964
Write-off of credit loss allowance December 31, 2020 (1)	25,174
Provision for credit losses, net (2)	(156,186)
Balance at December 31, 2020	**$ (1,263,824)**
Increases to the cumulative allowance for changes in expected cash flows from financial royalty assets	(912,710)
Decreases to the cumulative allowance for changes in expected cash flows from financial royalty assets	446,955
Write-off of cumulative allowance	21,721
Provision for credit losses, net (2)	12,913
Balance at December 31, 2021	**$ (1,694,945)**
Increases to the cumulative allowance for changes in expected cash flows from financial royalty assets	(1,394,679)
Decreases to the cumulative allowance for changes in expected cash flows from financial royalty assets	296,637
Write-off of cumulative allowance	5,723
Write-off of credit loss allowance	1,584
Provision for credit losses, net (2)	193,798
Balance at December 31, 2022	**$ (2,591,882)**
Increases to the cumulative allowance for changes in expected cash flows from financial royalty assets	(1,006,933)
Decreases to the cumulative allowance for changes in expected cash flows from financial royalty assets	468,562
Write-off of cumulative allowance	87,393
Provision for credit losses, net (2)	(22,285)
Balance at December 31, 2023	**$ (3,065,145)**

(1) Relates Includes $323.7 million related to amounts reversed out of the cumulative allowance for credit loss allowance associated with omecamtiv mecarbil as a result of the gross write-off of the related financial royalty asset balance of $90.2 million. losses.

(2) For 2020, the provision for credit losses was primarily related to certain additions to our portfolio of financial royalty assets with limited protective rights, mainly the final tranche of Tazverik. For 2021, the provision income for credit losses was primarily related to a significant decline in value of Tazverik, which was offset by increases in the value of zavegepant. For 2022, the provision income for credit losses was primarily related to further declines in the value of Tazverik and changes in the payors for certain products with stronger credit profiles, which were partially offset by the addition of Trelegy to our portfolio portfolio. For 2023, the provision expense for credit losses was primarily related to the additions of financial royalty assets with limited protective rights. Adstiladrin and Skytrofa to our portfolio.

8. Intangible Royalty Assets, Net

As of December 31, 2022, the intangible royalty assets were fully amortized as our royalties on Januvia and Janumet expired in the first quarter of 2022. Our royalties on the other DPP-IV products have also substantially ended.

As of December 31, 2021, the cost, accumulated amortization and net carrying value of our intangible royalty assets are summarized as below (in thousands):

As of December 31, 2021	Cost	Accumulated Amortization	Net Carrying Value
DPP-IV patents	$ 606,216	$ 600,546	$ 5,670
Total intangible royalty assets	$ 606,216	$ 600,546	$ 5,670

Revenue from intangible assets is tied to underlying patent protected sales of DPP-IV products of various licensees. Such revenue is earned from sales occurring primarily in the United States and Europe; however, we do not have the ability to disaggregate such revenue from licensees based on the geography of the underlying sales as this information may not be provided to us by marketers. Individual licensees exceeding 10% or more of revenue from intangible royalty assets accounted for 90%, 86% and 97% of revenues from intangible royalty assets in 2022, 2021 and 2020, respectively.

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9. Non-Consolidated Affiliates

We have equity investments in certain entities at a level that provide us with significant influence. We account for such investments as equity method investments or as equity securities over which we have elected the fair value option.

ApiJect

In April 2022, we acquired common stock and a revenue participation right from ApiJect. We elected the fair value option to account for our investments in ApiJect because it is more reflective of current values for such investments. We are also required to purchase additional common stock from ApiJect if certain milestones are achieved. The fair value of our equity investment in ApiJect was is recorded within *Equity securities* as of December 31, 2022 and the change in fair value was is recorded within *(Gains)/losses on equity securities* for 2022. . The fair value of the revenue participation right was is recorded within *Other assets* as ofDecember 31, 2022 and the change in fair value was is recorded within *Other non-operating expense, net* for 2022. . No amounts were due from ApiJect related to the revenue participation right as of December 31, 2022. December 31, 2023 and 2022.

The Legacy SLP Interest

In connection with the Exchange Offer, Transactions, we acquired a special limited partnership interest in the Legacy Investors Partnerships (the "Legacy SLP Interest") from the Continuing Investors Partnerships for $303.7 million in exchange for issuing shares in our subsidiary. As a result, we became a special limited partner in the Legacy Investors Partnerships. The Legacy SLP Interest entitles us to the equivalent of performance distribution payments that would have been paid to the general partner of the Legacy Investors Partnerships and an income allocation on a similar basis. Our income allocation is equal to the general partner's former contractual rights to the income of the Legacy Investors Partnerships, net of amortization of the basis difference. The Legacy SLP Interest is accounted for under the equity method as our Manager is also the Manager of the Legacy Investors Partnerships and has the ability to exercise significant influence. The Legacy Investors Partnerships no longer participate in investment opportunities from June 30, 2020 and, as such, the value of the Legacy SLP Interest is expected to decline over time. The Legacy Investors Partnerships also indirectly own a non-controlling interest in Old RPI and RPI ICAV.

The income allocation from the Legacy SLP Interest is based on an estimate as the Legacy Investors Partnerships are private partnerships that are expected to report on a lag subsequent to the date of this annual report. lag. Management's estimate of equity in earnings from the Legacy SLP Interest for the current period will be updated for historical results in the subsequent period. Equity in earnings from the Legacy SLP Interest is recorded within *Equity in (earnings)/losses of equity method investees.* We recorded income allocations of $4.3 million, $3.0 million and $8.9 million and $62.0 million within *Equity in losses/(earnings) of equity method investees* in 2023, 2022 2021 and 2020, 2021, respectively. We collected cash receipts from the Legacy SLP Interest of $14.3 million, $25.7 million and $21.0 million during 2023, 2022 and $22.7 million during 2022, 2021, and 2020, respectively.

The Avillion Entities

We account for our partnership interests in Avillion Financing I, LP and its related entities ("Avillion I") and BAv Financing II, LP and its related entities ("Avillion II" and, together with Avillion I, the "Avillion Entities") as equity method investments because RPIFT has the ability to exercise significant influence over the Avillion Entities. We recorded loss allocations Equity in earnings from the Avillion Entities is recorded within *Equity in (earnings)/losses of equity method investees.* We recorded an income allocation of $24.6 million, and loss allocations of $12.0 million and $28.4 million in 2023, 2022 and $17.6 million within *Equity in losses/(earnings) of equity method investees* in 2022, 2021, and 2020, respectively.

On December 19, 2017, the FDA approved a supplemental New Drug Application for Pfizer's Bosulif. Avillion I is eligible to receive fixed payments from Pfizer based on this approval under its co-development agreement with Pfizer. The only operations of Avillion I are the collection of cash and unwinding of the discount on the series of fixed annual payments due from Pfizer. We received distributions from Avillion I of $13.6 million in 2023 and $13.4 million in each of 2022 2021 and 2020. 2021.

In May 2018, RPIFT entered into an agreement with Avillion II, which was amended in July 2021 and June 2022, to fund a total of $150.0 $150 million over multiple years for a portion of the costs of Phase 2 and 3 clinical trials to advance Airsupra, formerly known as PT027, which was approved by the FDA in January 2023. Avillion II is a party to a co-development agreement with AstraZeneca to develop Airsupra for the treatment of asthma in exchange for royalties, a series of success-based milestones and other potential payments. In January 2023, AstraZeneca notified Avillion II that it elected to pay a fee of $80 million to Avillion II to exercise an option to commercialize Airsupra in the United States. We expect to receive In March 2023, we received our pro rata portion of the exercise fee of approximately $35 $34.8 million subject to any holdback for expenses, in 2023. from Avillion II.

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Our maximum exposure to loss at any particular reporting date is limited to the carrying value of our equity method investments plus the unfunded commitments. As of December 31, 2022 December 31, 2023 and 2021, RPIFT 2022, we had unfunded commitments related to the Avillion Entities of $28.8 $16.3 million and $11.2 $28.8 million, respectively.

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9. Research & Development ("R&D") Funding Expense

R&D funding expense consists of payments that we have made to counterparties to acquire royalties or milestones on product candidates. It R&D funding expense includes development-stage funding payments that are made upfront or upon pre-approval milestones and development-stage funding payments that are made over time as the related product candidates undergo clinical trials with our counterparties. We did not enter into any new ongoing R&D funding arrangements in 2023, 2022 or 2021.

We recognized R&D funding expense of $52.0 million in 2023, primarily related to a $50.0 million clinical milestone payment that was triggered under the agreement with Cytokinetics.

We recognized R&D funding expense of $177.1 million in 2022, primarily related to upfront and milestone development-stage funding payments of $100.0 million, $25.0 million and $50.0 million to acquire royalties on development-stage products from Cytokinetics, Theravance Biopharma, Inc., and MSD International Business GmbH, respectively.

We recognized R&D funding expense of $200.1 million in 2021, comprised of $193.2 million in upfront R&D funding expense and $6.9 million in ongoing R&D funding expense, primarily under our co-funding agreement with Sanofi. The upfront R&D funding expense included $103.2 million and $90.0 million in exchange for an incremental royalty on a development-stage product from BioCryst and future royalties on two development-stage products from MorphoSys, respectively.

We recognized R&D funding expense of $26.3 million in 2020, comprised of $20.5 million in ongoing R&D funding expense, primarily under our co-funding agreement with Sanofi, and $5.8 million in upfront R&D funding expense for a royalty on a development-stage product that we acquired from BioCryst.

11. 10. Borrowings

Our borrowings as of December 31, 2022 December 31, 2023 and 2021 2022 consisted of the following (in thousands):

Type of Borrowing	Type of Borrowing	Date of Issuance	Maturity	As of December 31, 2022	As of December 31, 2021	Type of Borrowing	Date of Issuance	Maturity	As of December 31, 2023		As of December 31, 2022
Senior Unsecured Notes:	Senior Unsecured Notes:										
$1,000,000, 0.75% (issued at 99.322% of par)											
$1,000,000, 0.75% (issued at 99.322% of par)											
$1,000,000, 0.75% (issued at 99.322% of par)	$1,000,000, 0.75% (issued at 99.322% of par)	9/2020	9/2023	$1,000,000	$1,000,000						
$1,000,000, 1.20% (issued at 98.875% of par)	$1,000,000, 1.20% (issued at 98.875% of par)	9/2020	9/2025	1,000,000	1,000,000						
$1,000,000, 1.75% (issued at 98.284% of par)	$1,000,000, 1.75% (issued at 98.284% of par)	9/2020	9/2027	1,000,000	1,000,000						
$1,000,000, 2.20% (issued at 97.760% of par)	$1,000,000, 2.20% (issued at 97.760% of par)	9/2020	9/2030	1,000,000	1,000,000						
$600,000, 2.15% (issued at 98.263% of par)	$600,000, 2.15% (issued at 98.263% of par)	7/2021	9/2031	600,000	600,000						

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$1,000,000, 3.30% (issued at 95.556% of par)	$1,000,000, 3.30% (issued at 95.556% of par)	9/2020	9/2040	1,000,000	1,000,000
$1,000,000, 3.55% (issued at 95.306% of par)	$1,000,000, 3.55% (issued at 95.306% of par)	9/2020	9/2050	1,000,000	1,000,000
$700,000, 3.35% (issued at 97.565% of par)	$700,000, 3.35% (issued at 97.565% of par)	7/2021	9/2051	700,000	700,000
Unamortized debt discount and issuance costs	Unamortized debt discount and issuance costs			(183,678)	(203,930)
Unamortized debt discount and issuance costs					
Unamortized debt discount and issuance costs					
Total debt carrying value	**Total debt carrying value**			**7,116,322**	**7,096,070**
Less: Current portion of long-term debt	Less: Current portion of long-term debt			(997,512)	—
Less: Current portion of long-term debt					
Less: Current portion of long-term debt					
Total long-term debt	**Total long-term debt**			**$6,118,810**	**$7,096,070**

The Notes may be redeemed at our option at a redemption price equal to the greater of (i) 100% of the principal amount of the Notes to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the redemption date on a semiannual basis at the treasury rate, plus a make-whole premium as defined in the indenture. In each case, accrued and unpaid interest is also required to be redeemed to the date of redemption.

Upon the occurrence of a change of control triggering event and downgrade in the rating of our Notes by two of three credit agencies, the holders may require us to repurchase all or part of their Notes at a price equal to 101% of the aggregate principal amount of the Notes to be repurchased, plus accrued and unpaid interest, if any, to the date of repurchase.

Our obligations under the Notes are fully and unconditionally guaranteed by RP Holdings, a non-wholly owned non-wholly-owned subsidiary. We are required to comply with certain covenants under our Notes and as of December 31, 2022 December 31, 2023, we were in compliance with all applicable covenants.

In September 2023, we repaid $1.0 billion of senior unsecured notes upon their maturity.

As of December 31, 2022 December 31, 2023 and 2021, 2022, the fair value of our outstanding Notes using Level 2 inputs was approximately $5.7 $5.1 billion and $7.2 $5.7 billion, respectively.

Senior Unsecured Revolving Credit Facility

On September 15, 2021, we entered into an amended and restated revolving credit agreement, which was further amended on October 31, 2022 (the "Credit Agreement"). The Credit Agreement amended and restated the prior credit agreement that our Our subsidiary, RP Holdings, as borrower, initially entered into to the Amended and Restated Revolving Credit Agreement (the "Credit Agreement") on September 18, 2020 September 15, 2021, which provided provides for a five-year an unsecured revolving credit facility (the "Revolving Credit Facility") with . Amendment No. 3 to the Credit Agreement, which was entered into on December 22, 2023, increased the borrowing capacity of up to $1.5 $1.8 billion for general corporate purposes. The Revolving purposes with $1.69 billion of the revolving commitments maturing on December 22, 2028 and the remaining $110.0 million of revolving commitments maturing on October 31, 2027. On January 24, 2024, we entered into Amendment No. 4 to the Credit Facility has a maturity date of October 31, 2027. Agreement to make certain technical modifications. As of December 31, December 31, 2023 and 2022, and 2021, there were no outstanding borrowings under the Revolving Credit Facility.

The Revolving Credit Facility is subject to an interest rate, at our option, of either (a) a base rate determined by reference to the highest of (1) the administrative agent's prime rate, (2) the federal funds rate plus 0.5% and (3) Term SOFR plus 1% or (b) Daily SOFR, Term SOFR, the Alternative Currency Term Rate or the Alternative Currency Daily Rate (each as defined in the Credit Agreement), plus in each case, the applicable margin. The applicable margin for the Revolving Credit Facility varies based on our public debt rating. Accordingly, the interest rates for the Revolving Credit Facility fluctuates fluctuate during the term of the facility based on changes in the applicable interest rate and future changes in our public debt rating.

The Credit Agreement that governs the Revolving Credit Facility contains certain customary covenants, that among other things, require us to maintain (i) a consolidated leverage ratio at or below 4.00 to 1.00 (or at or below 4.50 to 1.00 following a qualifying material acquisition) of consolidated funded debt to consolidated Adjusted EBITDA, each as defined and calculated with the ratio level calculated with further adjustments as set forth in the Credit Agreement, and (ii) a consolidated coverage ratio at or above 2.50 to 1.00 of consolidated Adjusted EBITDA to consolidated interest expense, each as defined and calculated with further adjustments as set forth in the Credit Agreement and (iii) a consolidated Portfolio Cash Flow Ratio at or below 5.00 to 1.00 (or at or below 5.50 to 1.00 following a qualifying material acquisition) of consolidated funded debt to Portfolio Cash Flow, each as defined and calculated with the ratio level calculated with further adjustments as set forth in the Credit Agreement. All obligations under the Revolving Credit Facility are unconditionally guaranteed by us. Noncompliance with the leverage ratio, portfolio cash flow ratio and interest coverage ratio covenants under the Credit Agreement could result in our lenders requiring us to immediately repay all amounts borrowed. The Credit Agreement includes customary covenants for credit facilities of this type that limit our ability to engage in certain activities, such as incurring additional indebtedness, paying dividends, making certain payments and acquiring and disposing of assets. As of December 31, 2023December 31, 2022, , RP Holdings was in compliance with these covenants.

Senior Secured Credit Facilities

On February 11, 2020, in connection with the Exchange Offer Transactions (as discussed in Note 1–Organization and Purpose) and using funds contributed by RPI Intermediate FT and the Legacy Investors Partnerships, RPIFT repaid its outstanding debt and accrued interest, and terminated all outstanding interest rate swaps. RPI Intermediate FT, as borrower, entered into a term loan credit agreement with Bank of America, N.A., as administrative agent, the lenders party thereto from time to time and the other parties thereto. The senior secured credit facilities consisted of a term loan A and term loan B in the amounts of $3.20 billion and $2.84 billion, respectively. In September 2020, we repaid in full the outstanding principal amounts of term loans under the senior secured credit facilities with net proceeds from the 2020 Notes and available cash on hand. Upon refinancing our senior secured credit facilities in September 2020, we recorded a loss on debt extinguishment of $25.1 million as part of *Other non-operating expense, net,* which primarily consisted of unamortized loan issuance costs and original issue discount related to our senior secured credit facilities.

RPIFT Senior Secured Credit Facilities

The RPIFT Senior Secured Credit Facilities were repaid in full in February 2020 in connection with the Exchange Offer Transactions. We recorded a loss on debt extinguishment of $5.4 million as part of *Other non-operating expense, net* in 2020.

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Principal Payments on the Notes

The future principal payments for our borrowings Notes as of December 31, 2022 December 31, 2023 over the next five years and thereafter are as follows (in thousands):

Year	Year	Principal Payments	Year	Principal Payments
2023		$1,000,000		
2024	2024	—		
2025	2025	1,000,000		
2026	2026	—	2026	—
2027	2027	1,000,000	2027	1,000,000
2028			2028	—
Thereafter	Thereafter	4,300,000	Thereafter	4,300,000
Total (1)	**Total (1)**	**$7,300,000**		

(1) Excludes unamortized debt discount and issuance costs of $183.7 million $164.7 million as of December 31, 2022 December 31, 2023, which are amortized through interest expense over the remaining life of the underlying debt obligations.

12. 11. Shareholders' Equity

Capital Structure

Following the completion of our IPO as discussed in Note 1–Organization and Purpose, we We have two classes of voting shares: Class A ordinary shares and Class B ordinary shares, each of which has one vote per ordinary share. The Class A ordinary shares and Class B ordinary shares vote together as a single class on all matters submitted to a vote of shareholders, except as otherwise required by applicable law. Our Class B ordinary shares are not publicly traded and holders of Class B ordinary shares only have limited rights to receive a distribution equal to their nominal value upon a liquidation, dissolution or winding up of the Company. up. As of December 31, 2022 December 31, 2023, we have 443,166 446,692 thousand Class A ordinary shares and 164,058 150,743 thousand Class B ordinary shares outstanding.

An exchange agreement entered into in connection with the IPO by us, RP Holdings, the Continuing Investors Partnerships, RPI International Partners 2019, LP, RPI US Feeder 2019, LP, RPI International Feeder 2019, LP and EPA Holdings (the (as amended from time to time, the "Exchange Agreement") governs the exchange of RP Holdings Class B Interests indirectly held by the Continuing Investors Partnerships for our Class A ordinary shares. Pursuant to the Exchange Agreement, RP Holdings Class B interests are exchangeable on a one-for-one basis for our Class A ordinary shares on a quarterly basis. Each such exchange also results in the re-designation of the same number of our Class B ordinary shares as deferred shares. As of December 31, 2022 December 31, 2023, we have 371,325 384,640 thousand deferred shares outstanding.

In addition, we have in issue 50 thousand Class R redeemable shares, which do not entitle the holder to voting or dividend rights.The rights. The Class R redeemable shares may be redeemed at our option in the future. Any such redemption would be at the nominal value of £1 each.

Class A Ordinary Share Repurchases

In March 2023, our board of directors authorized a share repurchase program under which we may repurchase up to $1.0 billion of our Class A ordinary shares. The authorization for the share repurchase program expires on June 23, 2027 and repurchases may be made in the open market or in privately negotiated transactions. We began repurchasing our Class A ordinary shares in April 2023. In 2023, we repurchased and retired 9,846 thousand shares at a cost of approximately $304.8 million.

Non-Controlling Interests

The changes in the balance balances of our four non-controlling interests for 2023, 2022 2021 and 2020 2021 are as follows (in thousands):

	RPSFT	Legacy Investors Partnerships	Continuing Investors Partnerships (1)	EPA Holdings	Total
December 31, 2019	**$ 35,883**	**$ —**	**$ —**	**$ —**	**$ 35,883**
Contributions	—	1,165,258	9,418	—	1,174,676
Transfer of interests	—	1,037,161	—	—	1,037,161
Distributions	(112,339)	(594,592)	(85,426)	—	(792,357)

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Net income prior to IPO		42,151	102,892	—	—	145,043
Effect of exchange by Continuing Investors of Class B ordinary shares for Class A ordinary shares and reallocation of historical equity		—	(750)	2,433,848	—	2,433,098
Issuance of Class A ordinary shares sold in IPO, net of offering costs		—	—	758,354	—	758,354
Other exchanges		—	—	(309,566)	—	(309,566)
Net income subsequent to IPO		46,741	218,137	316,993	—	581,871
Other comprehensive income/(loss):						
Unrealized gains on available for sale debt securities		—	15,015	7,488	—	22,503
Reclassification of unrealized gains on available for sale debt securities		—	(3,612)	(6,018)	—	(9,630)

	Legacy Investors Partnerships						Legacy Investors Partnerships	RPSFT	Continuing Investors Partnerships	EPA Holdings	Total
December 31, 2020	**December 31, 2020**	**$ 12,436**	**$ 1,939,509**	**$ 3,125,091**	**$ —**	**$5,077,036**					
Contributions	Contributions	—	35,148	13,391	—	48,539					
Distributions	Distributions	(56,490)	(425,050)	(133,433)	—	(614,973)					
Other exchanges	Other exchanges	—	—	(642,974)	—	(642,974)					
Net income	Net income	57,582	266,570	297,321	—	621,473					
Other comprehensive income/(loss):	Other comprehensive income/(loss):										
Unrealized gains on available for sale debt securities											
Unrealized gains on available for sale debt securities											
Unrealized gains on available for sale debt securities	Unrealized gains on available for sale debt securities	—	2,038	3,227	—	5,265					
Reclassification of unrealized gains on available for sale debt securities	Reclassification of unrealized gains on available for sale debt securities	—	(8,946)	(13,469)	—	(22,415)					
December 31, 2021	**December 31, 2021**	**$ 13,528**	**$ 1,809,269**	**$ 2,649,154**	**$ —**	**$4,471,951**					
Contributions	Contributions	—	6,343	5,253	—	11,596					
Distributions	Distributions	(24,687)	(435,446)	(144,115)	—	(604,248)					
Other exchanges	Other exchanges	—	—	(157,494)	—	(157,494)					
Net Income	Net Income	10,562	152,895	23,775	—	187,232					
Other comprehensive income/(loss):	Other comprehensive income/(loss):										

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Unrealized gains on available for sale debt securities	Unrealized gains on available for sale debt securities	—	4,218	5,520	—	9,738
Unrealized gains on available for sale debt securities						
Unrealized gains on available for sale debt securities						
Reclassification of unrealized gains on available for sale debt securities	Reclassification of unrealized gains on available for sale debt securities	—	(9,392)	(12,160)	—	(21,552)
December 31, 2022	**December 31, 2022**	**$ (597)**	**$ 1,527,887**	**$ 2,369,933**	**$ —**	**$3,897,223**
Contributions						
Distributions						
Other exchanges						
Net income						
Net income						
Net income						
Purchase of non-controlling interest in RPCT						
December 31, 2023						

Continuing Investors Partnerships

(1) Related The Continuing Investors Partnerships hold the number of our Class B ordinary shares equal to the Continuing Investors Partnerships' ownership of approximately 27%, 29% and 36% in RP Holdings through their ownership number of RP Holdings Class B Interests as of December 31, 2022, 2021 indirectly held by them. As the Continuing Investors Partnerships exchange RP Holdings Class B Interests indirectly held by them for Class A ordinary shares, the Continuing Investors Partnerships' indirect ownership in RP Holdings decreases. We operate and 2020, respectively. Royalty Pharma plc owns control the remaining and 73%, 71% and 64% business affairs of RP Holdings through its our ownership of RP Holdings Class A Interests and RP Holdings Class B Interests. In connection with our repurchase of Class A ordinary shares in 2023, RP Holdings also began to retire RP Holdings Class A Interests held by us which reduces our ownership in RP Holdings. The change in RP Holdings ownership between the Continuing Investors Partnerships and us as a result of (1) the exchanges of RP Holding Class B Interests for Class A ordinary shares and (2) retirement of RP Holdings Class A Interests is reflected through *Other exchanges* in the above tables and in our consolidated statements of shareholders' equity.

The Continuing Investors Partnerships indirectly owned approximately 25%, 27% and 29% of RP Holdings as of December 31, 2022 December 31, 2023, 2022 and 2021, respectively, with the remaining 75%, 73% and 2020, respectively. 71% of RP Holding as of December 31, 2023, 2022 and 2021, respectively, owned by Royalty Pharma plc.

RPSFT

We historically reported a non-controlling interest related to a de minimis interest in RPCT held by RPSFT. In December 2023, we acquired the remaining interest in RPCT held by RPSFT by effectively purchasing the net assets of RPSFT and its parent entities, which primarily consisted of cash and its right to receive a portion of royalties received by RPCT. The purchase price of approximately $11.4 million was recorded within *Other current liabilities* on the consolidated balance sheet as of December 31, 2023. The purchase price is subject to post-closing adjustments, which primarily relate to the final determination of net asset values and liquidation costs which is expected to occur in 2024. Following this transaction in December 2023, RPSFT no longer holds a non-controlling interest in RPCT.

RP Holdings Class C Special Interest Held by EPA Holdings

EPA Holdings, an affiliate of the Manager, is entitled to Equity Performance Awards (as defined below) through its RP Holdings Class C Special Interest based on our performance, as determined on a portfolio-by-portfolio basis. Investments made during each two-year period are grouped together as separate portfolios (each, a "Portfolio").

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Subject to certain conditions, at the end of each fiscal quarter, EPA Holdings is entitled to a distribution from RP Holdings in respect of each Portfolio equal to 20% of the Net Economic Profit (defined as the aggregate cash receipts for all new portfolio investments in such Portfolio less Total Expenses (defined as interest expense, operating expense and recovery of acquisition cost in respect of such Portfolio)) for such Portfolio for the applicable measuring period (the "Equity Performance Awards"). The Equity Performance Awards will be allocated and paid by RP Holdings to EPA Holdings as the holder of the RP Holdings Class C Special Interest. The Equity Performance Awards will be payable in RP Holdings Class B Interests that will be exchanged upon issuance for Class A ordinary shares. EPA Holdings may also receive a periodic cash advance in respect of the RP Holdings Class C Special Interest to the extent necessary for EPA Holdings or any of its beneficial owners to pay when due any income tax imposed on it or them as a result of holding such RP Holdings Class C Special Interest. We do not expect any material Equity Performance Awards to be payable until certain performance conditions discussed above are met. Similarly, we do not expect any material income to be allocated to EPA Holdings until such performance conditions are met.

Dividends

The holders of Class A ordinary shares are entitled to receive dividends subject to approval by our board of directors. The holders of Class B ordinary shares do not have any rights to receive dividends; however, RP Holdings Class B Interests are entitled to dividends and distributions from RP Holdings. During 2022, 2023, we declared and paid four quarterly cash dividends of $0.19 $0.20 per Class A ordinary share for an aggregate amount of $333.3 $358.3 million to holders of our Class A ordinary shares.

2020 Independent Directors Equity Incentive Plan and Share-based Compensation

On June 15, 2020, our 2020 Independent Director Equity Incentive Plan was approved and became effective, whereby 800 thousand Class A ordinary shares have been reserved were authorized for future issuance in the form of RSUs to our independent directors. As of December 31, 2022 December 31, 2023, approximately 565 485 thousand shares remain reserved available for future issuance under the Equity Incentive Plan.

RSU Activity and Share-based Compensation

We grant plan. RSUs to our independent directors granted under the 2020 Independent Director Equity Incentive Plan. Share-based plan generally vest over one year with the associated share-based compensation expense is recognized based on estimated fair value of the award on the grant date and amortized on a straight-line basis over the requisite service period of generally one year recorded as part of *General and administrative expenses* in the consolidated statements of operations. In 2023, 2022 2021 and 2020, 2021, respectively, we did not recognize material share-based compensation expense. As of December 31, 2022 December 31, 2023, the total unrecognized share-based compensation expense related to total outstanding RSUs was less than $1.0 million, which we expect to recognize in the next six months. not material.

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12. Earnings per Share

For the 2023, 2022 2021 and 2020, 2021, Class B ordinary shares contingently issuable to EPA Holdings were evaluated and were determined not to have any dilutive impact. Additionally,

The following table sets forth the reconciliation of the numerator and denominator used to calculate basic and diluted earnings per Class A ordinary share for 2023 (in thousands, except per share amounts):

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	Year Ended December 31,
	2023
Numerator	
Consolidated net income	$ 1,700,088
Less: Net income attributable to continuing non-controlling interests	392,726
Less: Net income attributable to legacy non-controlling interests	172,528
Net income attributable to Royalty Pharma plc - basic	1,134,834
Add: Reallocation of net income attributable to non-controlling interest from the assumed conversion of Class B ordinary shares	392,726
Net income attributable to Royalty Pharma plc - diluted	$ 1,527,560
Denominator	
Weighted average Class A ordinary shares outstanding - basic	447,601
Add: Dilutive effects as shown separately below	
Class B ordinary shares exchangeable for Class A ordinary shares	155,292
Unvested RSUs	7
Weighted average Class A ordinary shares outstanding - diluted	602,900
Earnings per Class A ordinary share - basic	$ 2.54
Earnings per Class A ordinary share - diluted	$ 2.53

Class B ordinary shares in issue were evaluated under the if-converted method for potential dilutive effects and were determined to be anti-dilutive for 2022 2021 and 2020. 2021, and therefore were excluded from the computation of diluted earnings per shares of Class A ordinary share.

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The following tables set table sets forth reconciliations of the numerators and denominators used to calculate basic and diluted earnings per Class A ordinary share for 2022 2021 and 2020 2021 (in thousands, except per share amounts):

		Years Ended December 31,	
		2022	2021
		Years Ended December 31,	
		Years Ended December 31,	
		Years Ended December 31,	
2022			
		2022	2021
Numerator	**Numerator**		
Consolidated net income	Consolidated net income	$230,064	$1,241,201
Less: Net income attributable to Continuing Investors Partnerships		23,775	297,321
Less: Net income attributable to Legacy Investors Partnerships and RPSFT		163,457	324,152
Consolidated net income			
Consolidated net income			

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Less: Net income attributable to continuing non-controlling interests			
Less: Net income attributable to legacy non-controlling interests			
Net income attributable to Royalty Pharma plc - basic and diluted	Net income attributable to Royalty Pharma plc - basic and diluted	$ 42,832	$ 619,728
Net income attributable to Royalty Pharma plc - basic and diluted			
Net income attributable to Royalty Pharma plc - basic and diluted			
Denominator			
Denominator			
Denominator	**Denominator**		
Weighted average Class A ordinary shares outstanding - basic	Weighted average Class A ordinary shares outstanding - basic	437,963	414,794
Weighted average Class A ordinary shares outstanding - basic			
Weighted average Class A ordinary shares outstanding - basic			
Add: Dilutive effect of unvested RSUs			
Add: Dilutive effect of unvested RSUs			
Add: Dilutive effect of unvested RSUs	Add: Dilutive effect of unvested RSUs	9	8
Weighted average Class A ordinary shares outstanding - diluted	Weighted average Class A ordinary shares outstanding - diluted	437,972	414,802

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Earnings per Class A ordinary share - basic	Earnings per Class A ordinary share - basic	$ 0.10	$ 1.49
Earnings per Class A ordinary share - basic			
Earnings per Class A ordinary share - basic			
Earnings per Class A ordinary share - diluted	Earnings per Class A ordinary share - diluted	$ 0.10	$ 1.49

Prior to the IPO, our capital structure mainly included unitholder interests. We analyzed the calculation of earnings per interest for periods prior to the IPO and determined that the resultant values would not be meaningful to the users of these consolidated financial statements. Therefore, the basic and diluted earnings per share for 2020 are only applicable for the period from June 16, 2020 to December 31, 2020, which represents the period in which we had outstanding Class A ordinary shares.

	Year Ended December 31,
	2020
Numerator	
Consolidated net income	$ 1,701,954
Less: Net income attributable to Continuing Investors Partnerships prior to the IPO (1)	479,842
Less: Net income attributable to Continuing Investors Partnerships subsequent to the IPO	316,993
Less: Net income attributable to Legacy Investors Partnerships and RPSFT	409,921
Net income attributable to Royalty Pharma plc - basic and diluted	$ 495,198
Denominator	
Weighted average Class A ordinary shares outstanding - basic	375,444
Add: Dilutive effect of unvested RSUs	11
Weighted average Class A ordinary shares outstanding - diluted	375,455
Earnings per Class A ordinary share - basic	$ 1.32
Earnings per Class A ordinary share - diluted	$ 1.32

(1) Reflected as *Net income attributable to Royalty Pharma plc* on the consolidated statements of operations.

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14. 13. Indirect Cash Flow

Adjustments to reconcile consolidated net income to net cash provided by operating activities are summarized below (in thousands). :

	Years Ended December 31,		
	2022	2021	2020
Cash flow from operating activities:			
Consolidated net income	$ 230,064	$ 1,241,201	$ 1,701,954
Consolidated net income			
Consolidated net income			

	Years Ended December 31,		
	2023	2022	2021
Cash flow from operating activities:			
Consolidated net income			
Consolidated net income			

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Adjustments to reconcile consolidated net income to net cash provided by operating activities:	*Adjustments to reconcile consolidated net income to net cash provided by operating activities:*			
Income from financial royalty assets				
Income from financial royalty assets				
Income from financial royalty assets	Income from financial royalty assets	(2,125,096)	(2,065,083)	(1,959,975)
Provision for changes in expected cash flows from financial royalty assets	Provision for changes in expected cash flows from financial royalty assets	904,244	452,842	230,839
Amortization of intangible assets	Amortization of intangible assets	5,670	22,996	23,058
Amortization of debt discount and issuance costs	Amortization of debt discount and issuance costs	21,356	20,162	11,715
(Gains)/losses on derivative financial instruments		(96,610)	21,532	42,076
Losses/(gains) on equity securities		33,442	48,066	(247,073)
Equity in losses/(earnings) of equity method investees		8,973	19,490	(44,459)
Losses/(gains) on derivative financial instruments				
Losses/(gains) on derivative financial instruments				
Losses/(gains) on derivative financial instruments				
(Gains)/losses on equity securities				
Equity in (earnings)/losses of equity method investees				
Distributions from equity method investees	Distributions from equity method investees	39,142	34,384	42,334
Distributions from equity method investees				
Distributions from equity method investees				
Loss on extinguishment of debt				
Loss on extinguishment of debt				
Loss on extinguishment of debt	Loss on extinguishment of debt	419	358	30,272

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Share-based compensation	Share-based compensation	2,170	2,443	5,428
Share-based compensation				
Share-based compensation				
Interest income accretion	Interest income accretion	(53,432)	(50,896)	(20,551)
Losses/(gains) on available for sale debt securities		6,815	(17,859)	(18,600)
(Gains)/losses on available for sale debt securities				
Financial royalty asset impairment	Financial royalty asset impairment	615,827	—	65,053
Termination of derivative financial instruments	Termination of derivative financial instruments	—	(16,093)	(34,952)
Other	Other	11,098	4,461	9,621
Decrease/(increase) in operating assets:				
Changes in operating assets and liabilities:				
Cash collected on financial royalty assets				
Cash collected on financial royalty assets				
Cash collected on financial royalty assets	Cash collected on financial royalty assets	2,507,236	2,315,854	2,121,923
Accrued royalty receivable	Accrued royalty receivable	36,456	(20,131)	370
Accrued royalty receivable				
Accrued royalty receivable				
Other royalty income receivable	Other royalty income receivable	(4,744)	(9,012)	(770)
Other royalty income receivable				
Other royalty income receivable				
Other current assets	Other current assets	2,198	1,857	34,986
Increase/(decrease) in operating liabilities:				
Accounts payable and accrued expenses	Accounts payable and accrued expenses	2,286	(4,586)	(766)
Interest payable	Interest payable	(3,534)	15,550	42,146

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Net cash provided by operating activities	**Net cash provided by operating activities**	**$2,143,980**	**$2,017,536**	**$2,034,629**
Net cash provided by operating activities				
Net cash provided by operating activities				

Non-cash investing and financing activities are summarized below (in thousands):

	Years Ended December 31,		
Supplemental Schedule of Non-cash Investing/Financing Activities:	**2022**	**2021**	**2020**
Receipt of contribution of investment in Legacy Investors Partnerships (Note 9)	$ —	$ —	$ 303,679
Settlement of Epizyme forward purchase contract (Note 4)	—	—	5,700
Accrued purchase obligation - Tazverik (1)	—	—	110,000
Repayments of long-term debt by contributions from non-controlling interests (2)	—	—	1,103,774
Milestone payable - Erleada (3)	12,400	—	18,600

	Years Ended December 31,		
	2023	**2022**	**2021**
Milestone payable - Erleada (1)	$ —	$ 12,400	$ —
Purchase of non-controlling interest in RPCT (2)	11,375	—	—

(1) Related to our obligation under our agreement with Eisai to fund the final tranche achievement of the Tazverik royalty for $110.0 million following the June 2020 FDA approval a sales-based milestone that was not paid as of additional indications of Tazverik. December 31, 2022.

(2) Related to the pro rata portion purchase of RPIFT's outstanding debt repaid the remaining interest in RPCT held by the Legacy Investors Partnerships.

(3) Related to the achievement of sales-based milestones RPSFT that were was not paid as of December 31, 2022 and 2020. December 31, 2023. Refer to Note 11–Shareholders' Equity for additional discussion.

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15. 14. Commitments and Contingencies

Cytokinetics Funding Commitments

We have various funding commitments as of December 31, 2022 and 2021. See Note 3–Available for Sale Debt Securities for discussion of the respective arrangements.

Cytokinetics Commercial Launch Funding

As of December 31, 2022 December 31, 2023, $250 $125 million of the optional $200 million remained available under the Cytokinetics Commercial Launch Funding remained unfunded. Commitments and Cytokinetics is required to draw $50 million if a certain contingency is met and has met.

Teva Development Funding Commitments

In November 2023, we entered into a funding agreement with Teva Pharmaceuticals International GmbH, a subsidiary of Teva Pharmaceutical Industries Ltd. ("Teva"). Under the option agreement, we agreed to draw the remaining $200 million upon the occurrence of certain regulatory and clinical development milestones. As of December 31, 2022, we expect $125 million of the optional $200 provide Teva up to $100 million to remain available under fund the Cytokinetics Commercial Launch Funding due ongoing development of Teva's olanzapine LAI (TEV-'749). We have an option with Teva upon mutual agreement to increase the likelihood that certain regulatory milestones will not be met by March 31, 2023 total funding amount to $125 million. No funding has been provided as of December 31, 2023.

Other Commitments

We have commitments to advance funds to counterparties through our investment in the Avillion Entities. Please refer to Note 9– 8–Non-Consolidated Affiliates for details of these arrangements. We also have requirements to make Operating and Personnel Payments (defined below) over the life of the Management Agreement as described in Note 16– 15–Related Party Transactions.

Indemnifications

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In the ordinary course of our business, we may enter into contracts or agreements that contain customary indemnifications relating to such things as confidentiality agreements and representations as to corporate existence and authority to enter into contracts. The maximum exposure under such agreements is indeterminable until a claim, if any, is made. However, no such claims have been made against us to date and we believe that the likelihood of such proceedings taking place in the future is remote.

Legal Proceedings

We are a party to legal actions with respect to a variety of matters in the ordinary course of business. Some of these proceedings may be based on complex claims involving substantial uncertainties and unascertainable damages. Unless otherwise noted, it is not possible to determine the probability of loss or estimate damages, and therefore we have not established accruals for any of these proceedings on our consolidated balance sheets as of December 31, 2022 December 31, 2023 and 2021. 2022. When we determine that a loss is both probable and reasonably estimable, we record a liability, and, if the liability is material, we disclose the amount of the liability reserved. We do not believe the outcome of any existing legal proceedings to which we are a party, either individually or in the aggregate, will adversely affect our business, financial condition or results of operations.

16. 15. Related Party Transactions

The Manager

The Manager is the investment manager of Royalty Pharma plc and its subsidiaries. The sole managing member of the Manager, Pablo Legorreta, holds an interest in us and serves as our Chief Executive Officer and Chairman of our board of directors.

In connection with the Exchange Offer, Transactions (discussed in Note 1–Organization and Purpose), the Manager entered into the Management Agreement with us and our subsidiaries, the Continuing Investors Partnerships, and with the Legacy Investors Partnerships. Pursuant to the Management Agreement, we pay a quarterly operating and personnel payment to the Manager or its affiliates ("Operating and Personnel Payments") equal to 6.5% of the cash receipts from royalty investments Royalty Investments (as defined in the Management Agreement) for such quarter and 0.25% of the value of our security investments under GAAP as of the end of such quarter. The operating and personnel payment for Old RPI, an obligation of the Legacy Investors Partnerships as a non-controlling interest in Old RPI and for which the expense is reflected on our consolidated net income, is calculated as the greater of $1 million per quarter and 0.3125% of royalties from Royalty Investments (as defined in the limited partnership agreements of the Legacy Investor Partnerships) during the previous twelve calendar months. Additionally, we also pay certain costs and expenses of the Manager.

ROYALTY PHARMA PLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Prior to the date of the Exchange Offer, the Manager receivedTotal operating and personnel payments payable in equal quarterly installments that increased by 5% annually on a compounded basis under the terms of its management agreement with Old RPI and the Legacy Investors Partnerships.

The Manager or its affiliates receive an annual management fee payable in advance by Old RPI in equal quarterly installments under terms of the limited partnership agreements of the Legacy Investors Partnerships.

During 2022, 2021 and 2020, total operating and personnel payments incurred, were $188.4 million, $145.2 million and $112.5 million, respectively, including the amounts attributable to Old RPI, and were are recognized within *General and administrative expenses* in the consolidated statements of operations. During 2023, 2022 and 2021, total operating and personnel payments incurred, including the amounts attributable to Old RPI, were $204.6 million, $188.4 million and $145.2 million, respectively.

Distributions Payable to Legacy Non-Controlling Interests

The distributions payable to legacy non-controlling interests represent the contractual cash flows required to be distributed based on the Legacy Investors Partnerships' non-controlling interest in Old RPI and RPI ICAV and RPSFT's non-controlling interest in RPCT. The distributions payable to legacy non-controlling interests as of December 31, 2022 and 2021 include the following (in thousands):

	As of December 31, 2022	As of December 31, 2021
Due to Legacy Investors Partnerships	$ 87,522	$ 92,608
Due to RPSFT	7,281	15,326
Total distributions payable to legacy non-controlling interests	**$ 94,803**	**$ 107,934**

	As of December 31, 2023	As of December 31, 2022
Payable to Legacy Investors Partnerships	$ 83,155	$ 87,522
Payable to RPSFT	—	7,281

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Total distributions payable to legacy non-controlling interests	**$ 83,155**	**$ 94,803**

Acquisition from Bristol Myers Squibb

In November 2017, RPI Acquisitions (Ireland), Limited ("RPI Acquisitions"), a consolidated subsidiary, entered into a purchase agreement with Bristol Myers Squibb ("BMS") to acquire from BMS a percentage of its future royalties on worldwide sales of Onglyza, Farxiga and related diabetes products marketed by AstraZeneca (the "Purchase Agreement"). On December 8, 2017, RPI Acquisitions entered into a purchase, sale and assignment agreement ("Assignment Agreement") with a wholly wholly- owned subsidiary of BioPharma Credit PLC ("BPCR"), an entity related to us. Under the terms of the Assignment Agreement, RPI Acquisitions assigned the benefit of 50% of the payment stream acquired from BMS to BPCR in consideration for BPCR meeting 50% of the funding obligations owed to BMS under the Purchase Agreement.

As of December 31, 2022 December 31, 2023 and 2021, 2022, the financial royalty asset of $103.4 $75.6 million and $130.9 $103.4 million, respectively, on the consolidated balance sheets represents represented only our right to the future payment streams acquired from BMS.

Other Transactions

In December 2023, RPI 2019 ICAV acquired the remaining interest in RPCT held by RPSFT. Refer to Note 11–Shareholders' Equity for additional discussion.

Henry Fernandez, the lead independent director of our board of directors, serves as the chairman and chief executive officer of MSCI, Inc ("MSCI"). MSCI. On April 16, 2021, we entered into an agreement with MSCI with an initial term of seven years to develop thematic life sciences indexes. In return, we will receive a percentage of MSCI's revenues from those indexes. No amounts were due from MSCI as of December 31, 2022 both December 31, 2023 and 2021. 2022. The financial impact associated with this transaction has not been material to date.

During 2020, we reimbursed Pablo Legorreta approximately $1.0 million for the cost of purchasing and donating ventilators to hospitals on behalf of Royalty Pharma.

In connection with the Exchange Offer, we acquired the Legacy SLP Interest from the Continuing Investors Partnerships in exchange for issuing shares in our subsidiary. As a result, we became a special limited partner in the Legacy Investors Partnerships. The Legacy Investors Partnerships own a non-controlling interest in Old RPI and RPI ICAV. Refer to Note 9– 8–Non-Consolidated Affiliates for additional discussion of the Legacy SLP Interest and our investments in other non-consolidated entities.

ROYALTY PHARMA PLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

RPIFT owns 27,210 limited partnership interests in the Continuing Investors Partnerships, whose only substantive operations are their investment in our subsidiaries. The total investment of $4.3 million was recorded as treasury interests, of which $1.5 $1.6 million and $1.6 $1.5 million were held by non-controlling interests as of December 31, 2022 December 31, 2023 and 2021, 2022, respectively.

ROYALTY PHARMA PLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Based on its ownership percentage of RP Holdings relative to the Company, each Each Continuing Investor Investors Partnership pays a pro rata portion based on its indirect ownership percentage of RP Holdings of any costs and expenses in connection with the contemplation of, formation of, listing and ongoing operation of us and any of our subsidiaries, including any third-party expenses of managing us and any of our subsidiaries, such as accounting, audit, legal, reporting, compliance, administration (including directors' fees), financial advisory, consulting, investor relations and insurance expenses relating to our affairs and those of any subsidiary.

17. Subsequent Events

In January 2023, we acquired an interest in Ionis Pharmaceuticals, Inc.'s royalty in Biogen's Spinraza (nusinersen) and Novartis' pelacarsen, a development-stage product, for up to $1.125 billion, including an upfront payment of $500 million and up to $625 million in additional pelacarsen milestone payments.

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURES

None.

Item 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, have evaluated our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended) prior to the filing of this Annual Report on Form 10-K. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of the period covered by this Annual Report on Form 10-K, our disclosure controls and procedures were, in design and operation, effective to the reasonable assurance level.

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Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act of 1934, as amended). Our management conducted an assessment of the effectiveness of our internal control over financial reporting based on the criteria established by the Committee of Sponsoring Organizations of the Treadway Commission in its 2013 Internal Control-Integrated Framework. Based on this assessment, our management has concluded that our internal control over financial reporting was effective as of December 31, 20222023 to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP. Our independent registered public accounting firm, Ernst & Young LLP, has issued an audit report on our internal control over financial reporting as of December 31, 20222023. Their report is included in Item 8 of this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal controls over financial reporting identified in management's evaluation pursuant to Rules 13a-15(d) or 15d-15(d) of the Exchange Act during the fourth quarter of 2022 2023 that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues, if any, within a company have been detected. Accordingly, our disclosure controls and procedures are designed to provide reasonable, not absolute, assurance that the objectives of our disclosure control system are met and, as set forth above, our Chief Executive Officer and Chief Financial Officer have concluded, based on their evaluation as of the end of the period covered by this report, that our disclosure controls and procedures were effective to provide reasonable assurance that the objectives of our disclosure control system were met.

Item 9B. OTHER INFORMATION

Not applicable. Rule 10b5-1 Trading Arrangements

The following table describes the written plans for the sale of our Class A ordinary shares adopted or terminated by our executive officers and directors during the fourth quarter of 2023, each of which is intended to satisfy the affirmative defense conditions of Rule 10b5-1 (each, a "Trading Plan").

Name and Title	Action	Adoption/ Termination Date	Scheduled Expiration Date of Trading Plan (1)	Maximum Shares Subject to Trading Plan
Terrance Coyne *Executive Vice President & Chief Financial Officer*	Adoption	November 22, 2023	October 17, 2024	480,000
Marshall Urist *Executive Vice President, Research and Investments*	Adoption	December 20, 2023	December 30, 2024	46,667

(1) A Trading Plan may expire on an earlier date if all contemplated transactions are completed before such Trading Plan's expiration date, upon termination by broker or the holder of the Trading Plan, or as otherwise provided in the Trading Plan.

Item 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this Item will be presented in our Proxy Statement to be filed not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K, and is incorporated herein by reference.

Item 11. EXECUTIVE COMPENSATION

The information required by this Item will be presented in our Proxy Statement, to be filed not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K, and is incorporated herein by reference.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item will be presented in our Proxy Statement, to be filed not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K, and is incorporated herein by reference.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTORS INDEPENDENCE

The information required by this Item will be presented in our Proxy Statement, to be filed not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K, and is incorporated herein by reference.

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Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this Item will be presented in our Proxy Statement, to be filed not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K, and is incorporated herein by reference.

PART IV

Item 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

15(a)(1) Financial Statements. The following documents are filed as part of this Form 10-K:

- Reports of Independent Registered Public Accounting Firm
- Consolidated Balance Sheets as of December 31, 2022 December 31, 2023 and 2021 2022
- Consolidated Statements of Operations for the years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020 2021
- Consolidated Statements of Comprehensive Income for the years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020 2021
- Consolidated Statements of Shareholders' Equity for the years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020 2021
- Consolidated Statements of Cash Flows for the years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020 2021
- Notes to the Consolidated Financial Statements

15(a)(2) Financial Statement Schedules. Schedules are omitted because they are not required or because the information is provided elsewhere in the financial statements.

15(a)(3) Exhibits.

		Incorporated by Reference			
Exhibit Number	**Exhibit Description**	**Form**	**Exhibit**	**Filing Date/ Period End Date**	**Filed or Furnished Herewith**
3.1	Articles of Association of Royalty Pharma plc	8-K	3.1	6/19/2020	
3.2	Articles of Association of Royalty Pharma Holdings Ltd	8-K	3.2	9/30/2022	
4.1	Form of Class A Ordinary Share Certificate	S-1/A	4.1	6/11/2020	
4.2	Description of Securities Registered under Section 12 of the Securities Exchange Act of 1934				x
10.1	Amended and Restated Management and Services Agreement dated October 3, 2022, among the Company and RP Management, LLC	10-Q	10.1	11/08/2022	
10.2	Exchange Agreement dated June 16, 2020, among the Company, Royalty Pharma Holdings Ltd, RPI US Partners 2019, LP, RPI International Holdings 2019, LP, RPI International Partners 2019, LP and RPI EPA Holdings, LP	8-K	10.1	6/19/2020	
10.3	Registration Rights Agreement dated June 18, 2020, among the Company and the Persons listed on Schedule A and Schedule B thereto	8-K	10.4	6/19/2020	
10.4†	Form of Deed of Indemnity	S-1/A	10.5	6/2/2020	
10.5†	Director Appointment Agreement, dated June 9, 2020, between the Company and Mr. Germano Giuliani	S-1/A	10.6	6/11/2020	
10.6#	Amended and Restated Purchase and Sale Agreement, dated November 14, 2014, with the Cystic Fibrosis Foundation Therapeutics Incorporated	S-1/A	10.7	6/2/2020	
10.7#	Amendment No. 1 to the Amended and Restated Purchase and Sale Agreement, dated October 13, 2016 with the Cystic Fibrosis Foundation	S-1/A	10.8	6/2/2020	
10.8#	Research, Development and Commercialization Agreement, dated May 24, 2004, between the Cystic Fibrosis Foundation Therapeutics Incorporated and Vertex Pharmaceuticals Incorporated, as amended	S-1	10.9	5/22/2020	
10.9#	Amendment No. 1 to Research, Development and Commercialization Agreement, dated January 6, 2006 by and between Vertex Pharmaceuticals Incorporated and Cystic Fibrosis Foundation Therapeutics Incorporated	S-1	10.10	5/22/2020	

		Incorporated by Reference			
Exhibit Number	**Exhibit Description**	**Form**	**Exhibit**	**Filing Date/ Period End Date**	**Filed or Furnished Herewith**

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3.1	Articles of Association of Royalty Pharma plc	8-K	3.1	6/19/2020	
3.2	Articles of Association of Royalty Pharma Holdings Ltd	8-K	3.2	3/24/2023	
4.1	Form of Class A Ordinary Share Certificate	S-1/A	4.1	6/11/2020	
4.2	Description of Securities Registered under Section 12 of the Securities Exchange Act of 1934				x
10.1	Amended and Restated Management and Services Agreement dated October 3, 2022, among the Company and RP Management, LLC	10-Q	10.1	11/08/2022	
10.2	Exchange Agreement dated June 16, 2020, among the Company, Royalty Pharma Holdings Ltd, RPI US Partners 2019, LP, RPI International Holdings 2019, LP, RPI International Partners 2019, LP and RPI EPA Holdings, LP	8-K	10.1	6/19/2020	
10.3	Registration Rights Agreement dated June 18, 2020, among the Company and the Persons listed on Schedule A and Schedule B thereto	8-K	10.4	6/19/2020	
10.4†	Form of Deed of Indemnity	S-1/A	10.5	6/2/2020	
10.5†	Director Appointment Agreement, dated June 9, 2020, between the Company and Mr. Germano Giuliani	S-1/A	10.6	6/11/2020	
10.6#	Amended and Restated Purchase and Sale Agreement, dated November 14, 2014, with the Cystic Fibrosis Foundation Therapeutics Incorporated	S-1/A	10.7	6/2/2020	
10.7#	Amendment No. 1 to the Amended and Restated Purchase and Sale Agreement, dated October 13, 2016 with the Cystic Fibrosis Foundation	S-1/A	10.8	6/2/2020	
10.8#	Research, Development and Commercialization Agreement, dated May 24, 2004, between the Cystic Fibrosis Foundation Therapeutics Incorporated and Vertex Pharmaceuticals Incorporated, as amended	S-1	10.9	5/22/2020	
10.9#	Amendment No. 1 to Research, Development and Commercialization Agreement, dated January 6, 2006 by and between Vertex Pharmaceuticals Incorporated and Cystic Fibrosis Foundation Therapeutics Incorporated	S-1	10.10	5/22/2020	

10.10	10.10	Amendment No. 2 to Research, Development and Commercialization Agreement, dated January 1, 2006, by and between Vertex Pharmaceuticals Incorporated and Cystic Fibrosis Foundation Therapeutics Incorporated	S-1	10.11	5/22/2020
10.11#	10.11#	Amendment No. 5 to Research, Development and Commercialization Agreement, dated April 1, 2011, by and between Vertex Pharmaceuticals Incorporated and Cystic Fibrosis Foundation Therapeutics Incorporated	S-1	10.12	5/22/2020
10.11#					
10.11#					

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10.12#					
10.12#					
10.12#	10.12#	Amendment No. 7 to Research, Development and Commercialization Agreement, dated September 1, 2016, by and between Vertex Pharmaceuticals Incorporated and Cystic Fibrosis Foundation Therapeutics Incorporated	S-1	10.13	5/22/2020
10.13	10.13	Amended and Restated Management and Services Agreement dated October 3, 2022, among Royalty Pharma Holdings Ltd and RP Management, LLC	10-Q	10.2	11/08/2022
10.13					
10.13					
10.14					
10.14					
10.14	10.14	Second Amended and Restated Management and Services Agreement dated October 3, 2022, among Royalty Pharma Investments 2019 ICAV and RP Management, LLC	10-Q	10.3	11/08/2022
10.15†	10.15†	Form of Independent Director Equity Incentive Plan	S-1/A	10.15	6/11/2020
10.15†					
10.15†					
10.16					
10.16					

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10.16	10.16	Indenture, dated as of September 2, 2020, among Royalty Pharma plc, Royalty Pharma Holdings Ltd and Wilmington Trust, National Association, as Trustee	8-K	4.1	9/2/2020
10.17	10.17	First Supplemental Indenture, dated as of September 2, 2020, among Royalty Pharma plc, Royalty Pharma Holdings Ltd and Wilmington Trust, National Association, as Trustee	8-K	4.2	9/2/2020
10.17					
10.17					
10.18					
10.18					
10.18	10.18	Registration Rights Agreement, dated as of September 2, 2020, among Royalty Pharma plc, Royalty Pharma Holdings Ltd, BofA Securities, Inc., Citigroup Global Markets Inc., Goldman Sachs & Co LLC, J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC	8-K	4.9	9/2/2020
10.19#	10.19#	Amendment No. 2 to the Amended and Restated Purchase and Sale Agreement, dated October 30, 2020, by and among RPI Finance Trust, RPI 2019 Intermediate Finance Trust and Cystic Fibrosis Foundation	8-K	10.1	11/5/2020

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10.19#											
10.19#											
10.20	10.20	Second Supplemental Indenture, dated as of July 26, 2021, Royalty Pharma plc, Royalty Pharma Holdings Ltd and Wilmington Trust, National Association, as Trustee.	8-K	4.2	7/26/2021						
10.20											
10.20											
10.21											
10.21											
10.21											Amended and Restated Revolving Credit Agreement, dated as of September 15, 2021, as amended by Amendment No. 1, dated as of October 31, 2022, as amended by Amendment No. 2, dated as of May 16, 2023, as amended by Amendment No. 3, dated as of December 22, 2023, as amended by Amendment No. 4, dated as of January 24, 2024, among Royalty Pharma plc, Royalty Pharma Holdings Ltd., Bank of America, N.A., as Administrative Agent, the other parties thereto, and the lenders and issuing banks from time to time party thereto	x
21.1											
21.1											
21.1	21.1	Subsidiaries of the Registrant				x		Subsidiaries of the Registrant			x
23.1	23.1	Consent of Independent Registered Public Accounting Firm				x	23.1	Consent of Independent Registered Public Accounting Firm			x
24.1	24.1	Power of Attorney (reference is made to the signature page hereto)				x	24.1	Power of Attorney (reference is made to the signature page hereto)			x
31.1	31.1	Certification of Chief Executive Officer, pursuant to Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				x					
31.2		Certification of Chief Financial Officer, pursuant to Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				x					

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32*	Certifications of Chief Executive Office and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	x
101.INS	XBRL Taxonomy Extension Instance Document	x
101.SCH	XBRL Taxonomy Extension Schema Document	x
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	x
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	x
101.LAB	XBRL Taxonomy Extension Label Linkbase Document	x

31.1		
31.1	Certification of Chief Executive Officer, pursuant to Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	x

31.2	Certification of Chief Financial Officer, pursuant to Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	x
101.PRE32*	Certifications of Chief Executive Office and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	x
97.1	Financial Restatement Compensation Recoupment Policy	x
101.INS	XBRL Taxonomy Extension Instance Document	x
101.SCH	XBRL Taxonomy Extension Schema Document	x
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	x
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	x
101.LAB	XBRL Taxonomy Extension Label Linkbase Document	x
101.PRE	XBRL Taxonomy Extension Presentation Linkbase	x
104	Cover Page Interactive Data File (formatted in iXBRL and contained in Exhibit 101)	x

† Management contract or compensatory plan or arrangement.
# Certain information has been excluded from the exhibit because it both (i) is not material and (ii) would likely cause competitive harm to the registrant if publicly disclosed.
* The certifications furnished in Exhibit 32 hereto are deemed to accompany this Annual Report on Form 10-K and are not deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, nor shall they be deemed incorporated by reference into any filing under the Securities Act of the Exchange Act.

Item 16. FORM 10-K SUMMARY

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None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

ROYALTY PHARMA PLC
(Registrant)

Date: February 15, 2023 February 15, 2024

/s/ Pablo Legorreta
Pablo Legorreta
Chief Executive Officer

Date: February 15, 2023 February 15, 2024

/s/ Terrance Coyne
Terrance Coyne
Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Terrance Coyne and George Lloyd, and each of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming that all said attorneys-in-fact and agents, or any of them or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

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Signature	Title	Date
/s/ Pablo Legorreta Pablo Legorreta	Chairman of the Board, Director & Chief Executive Officer (*Principal Executive Officer and Royalty Pharma plc's authorized representative in the United States*)	February 15, 2023 2024
/s/ Terrance Coyne Terrance Coyne	Executive Vice President & Chief Financial Officer (*Principal Financial Officer and Principal Accounting Officer*)	February 15, 2023 2024
/s/ Bonnie Bassler Bonnie Bassler	Director	February 15, 2023 2024
/s/ Errol De Souza Errol De Souza	Director	February 15, 2023 2024
/s/ Catherine Engelbert Catherine Engelbert	Director	February 15, 2023 2024
/s/ Henry Fernandez Henry Fernandez	Director	February 15, 2023 2024
/s/ M. Germano Giuliani M. Germano Giuliani	Director	February 15, 2023 2024
/s/ David Hodgson David Hodgson	Director	February 15, 2023 2024
/s/ Ted Love Ted Love	Director	February 15, 2023 2024
/s/ Gregory Norden Gregory Norden	Director	February 15, 2023 2024
/s/ Rory Riggs Rory Riggs	Director	February 15, 2023 2024

Exhibit 4.2

DESCRIPTION OF SECURITIES
REGISTERED UNDER SECTION 12 OF THE
SECURITIES EXCHANGE ACT OF 1934

As of December 31, 2022 December 31, 2023, Royalty Pharma plc ("Royalty Pharma" or the "Company") had one class of securities registered under Section 12 of the Securities Exchange Act of 1934: our Class A ordinary shares, par value $0.0001 per share, which are listed on the Nasdaq Global Select Market ("Nasdaq") under the symbol "RPRX."

The following description is a summary of our share capital as specified in our Articles of Association. This summary does not purport to be complete and the statements in this summary are qualified in their entirety by reference to, and are subject to, the detailed provisions of our Articles of Association and the U.K. Companies Act.

Capital Structure

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Issued Share Capital

We have two classes of voting shares: Class A and Class B, each of which has one vote per share. The Class A ordinary shares and Class B shares vote together as a single class on all matters submitted to a vote of shareholders, except as otherwise required by applicable law. We also have in issue 50,000 Class R redeemable shares, which do not entitle the holder to voting or dividend rights, and deferred shares, which do not entitle the holder to voting or dividend rights. The purpose of the Class R redeemable shares was to ensure we had sufficient sterling denominated share capital at the time we re-registered as a public limited company, as required by the U.K. Companies Act. The Class R redeemable shares may be redeemed at some future point in order to leave the Company with only U.S. dollar denominated share capital. Any such redemption would be at nominal value.

The board of directors has been granted authority from our shareholders to allot and issue new Class A ordinary shares and other shares, and to grant rights to subscribe for or to convert any security into new Class A ordinary shares or other shares, up to a maximum aggregate nominal amount (i.e., par value) of $300,000, for a period expiring (unless previously renewed, varied or revoked by the Company in general meeting) on May 31, 2025. Renewal of such authorization is expected to be sought at least once every five years, and possibly more frequently. This authority is in addition to authorities to allot and issue new Class A ordinary shares in exchange for Royalty Pharma Holdings Ltd Class B ordinary shares or the depositary receipts that represent them. The rights and restrictions to which the Class A ordinary shares are subject are prescribed by our Articles of Association.

Class A Ordinary Shares

Voting rights. The holders of Class A ordinary shares are entitled to one vote per share on all matters to be voted upon by the shareholders other than with respect to matters that require a separate class vote in accordance with applicable law.

Dividend rights. Subject to preferences that may be applicable, the holders of Class A ordinary shares are entitled to receive ratably such dividends, if any, as may be approved from time to time by the board of directors out of funds legally available therefor.

Rights upon liquidation. In the event of liquidation, dissolution or winding up of Royalty Pharma the holders of Class A ordinary shares are entitled to share ratably in all assets remaining after payment of liabilities.

Class B Shares

Voting rights. The holders of Class B shares are entitled to one vote per share on all matters to be voted upon by the shareholders other than with respect to matters that require a separate class vote in accordance with applicable law.

Dividend rights. The holders of Class B shares do not have any rights to receive dividends.

Rights upon liquidation. The holders of Class B shares only have limited rights to receive a distribution equal to their nominal value upon a liquidation, dissolution or winding up of Royalty Pharma, following the prior payment of the nominal capital paid up or credited as paid up on each Class A ordinary share as well as an amount of $10,000,000 on each Class A ordinary share upon such liquidation, dissolution or winding up.

Dividends

Under English law, the Company may only pay dividends out of profits available for that purpose. The Company's profits available for distribution are its accumulated, realized profits, to the extent that they have not been previously utilized by distribution or capitalization, less its accumulated, realized losses, to the extent that they have not been previously written off in a reduction or reorganization of capital duly made. The amount of the Company's distributable reserves is a cumulative calculation. The Company may be profitable in a single financial year but unable to pay a dividend if our accumulated, realized profits of that year do not offset all previous years' accumulated, realized losses.

Additionally, the Company may only make a distribution if the amount of its net assets is not less than the aggregate of its called-up share capital and undistributable reserves, and if, and to the extent that, the distribution does not reduce the amount of those assets to less than that aggregate.

Our Articles of Association authorize our board of directors to approve interim dividends without shareholder approval to the extent that the approval of such dividends appears justified by profits. Our board of directors may also recommend a final dividend to be approved and declared by the shareholders at an annual general meeting and may direct that the payment be made by distribution of assets, shares or cash. No dividend may exceed the amount recommended by the board of directors.

Our Articles of Association also permit a scrip dividend scheme under which the board of directors may offer any holders of Class A ordinary shares the right to elect to receive Class A ordinary shares, credited as fully paid, instead of cash in respect of the whole (or some part determined by the board of directors) of all or any dividend subject to certain terms and conditions set out in our Articles of Association.

The entitlement to a dividend lapses if unclaimed for 12 years.

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Voting Rights

Under the Articles of Association, each holder of Class A ordinary shares or Class B shares is entitled to one vote for each share that he or she holds as of the record date for the meeting. Neither English law nor any of our constituent documents places limitations on the right of nonresident or foreign owners to vote or hold ordinary shares. The voting at a general meeting must be taken by poll. Subject to any relevant special rights or restrictions attached to any shares, on a poll taken at a general meeting, each qualifying shareholder present in person or by proxy (or, in the case of a corporation, a corporate representative) and entitled to vote on the resolution has one vote for every Class A ordinary share or Class B share held by such shareholder.

An ordinary resolution must be approved by a simple majority, and a special resolution approved by at least 75%, of shareholders attending and voting, whether in person or by proxy.

Amendment to our Articles of Association

Under English law, shareholders may amend the articles of association of a company by special resolution. However, certain provisions of our Articles of Association require a higher threshold of shareholder approval or satisfaction of other procedures before such provision or provisions can be varied.

The article in our Articles of Association which requires voting at a general meeting to be taken on a poll may only be removed, amended or varied by resolution of the shareholders passed unanimously.

Winding Up

In the event of a voluntary winding up of the Company, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law, subject to the U.K. Insolvency Act of 1986, after effectively applying the Company's property to satisfy the Company's liabilities, divide among the holders of Class A ordinary shares of the Company the whole or any part of the assets of the Company, whether they consist of property of the same kind or not, and vest the whole or any part of the assets in trustees upon such trusts for the benefit of the holders of Class A ordinary shares of the Company as the liquidator, with such sanction, may determine. No shareholder of the Company shall be compelled to accept any assets upon which there is a liability.

On a return of capital on a liquidation, reduction of capital or otherwise, the surplus assets of the Company available for distribution among the holders of Class A ordinary shares shall be applied pro rata (rounded to the nearest whole number).

Rights of Pre-Emption on New Issues of Shares

Under the U.K. Companies Act, the allotment of "equity securities" (except pursuant to an employees' share scheme and as bonus shares) that are to be paid for wholly in cash must be offered first to the existing holders of ordinary shares in proportion to the respective nominal amounts (i.e., par values) of their holdings on the same or more favorable terms, unless a special resolution to the contrary has been passed or the articles of association otherwise provide disapplication from this requirement (which disapplication can be for a maximum of five years after which shareholders' approval would be required to renew the disapplication). "Equity securities" means ordinary shares or rights to subscribe for, or convert securities into, ordinary shares where ordinary shares means shares other than shares that, with respect to dividends and capital, carry a right to participate only up to a specified amount in a distribution. In relation to the Company, "equity securities" will therefore include the Class A ordinary shares, and all rights to subscribe for or convert securities into such shares.

The board of directors has been granted authority from our shareholders to allot and issue new Class A ordinary shares and other shares and to grant rights to subscribe for or to convert any security into new Class A ordinary shares or other shares, up to a maximum aggregate nominal amount (i.e., par value) of $300,000 for a period expiring (unless previously renewed, varied or revoked by the Company in general meeting) on May 31, 2025. Renewal of such authorization is expected to be sought at least once every five years, and possibly more frequently.

Disclosure of Ownership Interests in Shares

Section 793 of the U.K. Companies Act gives us the power to require persons whom we know have, or whom we have reasonable cause to believe have, or within the previous three years have had, an interest in any shares of the Company to disclose specified information regarding those shares. Failure to provide the information requested within the prescribed period (or knowingly or recklessly providing false information after the date the notice is sent) can result in criminal or civil sanctions being imposed against the person in default.

Under our Articles of Association, if any of our shareholders, or any other person appearing to be interested in the shares of the Company held by such shareholder, has been duly served with a notice under section 793 and fails to give us the information required by such notice or has made a statement which is false or inadequate in a material particular, then our board of directors may, in its absolute discretion at any time by notice, withdraw voting rights and place restrictions on the rights to receive dividends and refuse to register a transfer of such shares.

Alteration of Share Capital/Share Repurchases

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Subject to the provisions of the U.K. Companies Act, and without prejudice to any relevant special rights attached to any class of shares, we may, from time to time, among other things:

- increase our share capital by allotting and issuing new shares in accordance with our Articles of Association and any relevant shareholder resolution;

- consolidate all or any of our share capital into shares of a larger nominal amount (i.e., par value) than the existing shares;
- subdivide any of our shares into shares of a smaller nominal amount (i.e., par value) than the existing shares; or
- redenominate our share capital or any class of share capital

The Company may not consolidate, divide, subdivide or redenominate any class of voting shares without consolidating, dividing, subdividing or redenominating (as the case may be) the other classes of voting shares.

English law prohibits us from purchasing our own shares unless such purchase has been approved by our shareholders. Shareholders may approve two different types of such share purchases: “on-market” share purchases or “off-market” share purchases. “On-market” purchases may only be made on a “recognised investment exchange,” which does not include Nasdaq, which is the only exchange on which the Company’s shares are traded. In order to purchase our own shares, as a Company listed on Nasdaq, we must therefore obtain the approval of our shareholders for an “off-market purchase” (on the basis of a specific purchase agreement with a financial intermediary) to acquire shares that are traded on Nasdaq. This requires our shareholders to pass an ordinary resolution approving an “off-market purchase,” where such approval may be for a maximum period of five years. In relation to an “off-market purchase,” we may not acquire our own shares until the terms of the contract pursuant to which the purchase(s) are to be made have been authorized by our shareholders.

Transfer and Registration of Shares

Our Articles of Association allow shareholders to transfer all or any of their shares by instrument of transfer in writing in any usual form or in any other form which our board of directors may approve.

The instrument of transfer must be executed by or on behalf of the transferor and (in the case of a transfer of a share that is not fully paid) by or on behalf of the transferee. Our Articles of Association also permit transfer of shares in uncertificated form by means of a relevant electronic system.

We may not charge a fee for registering the transfer of a share.

Our board of directors may, in its absolute discretion, refuse to register a transfer of shares in certificated form if it is not fully paid (provided that the refusal does not prevent dealings in the shares from taking place on an open and proper basis) or is with respect to a share on which we have a lien and sums in respect of which the lien exists are payable and are not paid within 14 clear days after due notice has been sent. If our board of directors refuses to register a transfer of a share, it shall notify the transferor of the refusal and the reasons for it as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged with us (in the case of a transfer of a share in certificated form) or the instructions to the relevant system received. Any instrument of transfer which our board of directors refuses to register shall (except in the case of fraud) be returned to the person lodging it when notice of the refusal is sent.

Computershare Trust Company, N.A. acts as our transfer agent and registrar. The share register reflects only registered owners of our Class A ordinary shares, Class B shares, Class R redeemable shares and deferred shares. Registration in the Company’s share register is determinative of ownership of shares of the Company. A shareholder who holds shares beneficially is not the holder of record of such shares. Instead, the clearance service or depositary (for example, Cede & Co, as nominee for the Depository Trust Company, or DTC, or GTU Ops, Inc., as nominee for Computershare Trust Company, N.A.) or other nominee is the holder of record of those shares. Accordingly, a transfer of shares from a person who holds such shares beneficially to a person who holds such shares beneficially through a clearance service or depositary or other nominee will not be registered in the Company’s official share register, as the depositary or other nominee will remain the record holder of any such shares.

In the event that the Company notifies one or both of the parties to a share transfer that it believes stamp duty or stamp duty reserve tax is required to be paid in connection with a transfer of shares of the Company, if the parties

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to the transfer have an instrument of transfer duly stamped to the extent required and then provide such instrument of transfer to the Company's share registrar, the buyer will be registered as the legal owner of the relevant shares on the official share register, subject to our rights with respect to the disclosure of interests in our shares.

Takeover Provisions

Regulation of Takeover Bids

Given that our central management and control is currently not situated within, and our current intention is not to have it in the future situated within the United Kingdom (or the Channel Islands or the Isle of Man), we do not currently envisage that the City Code on Takeovers and Mergers (the "Takeover Code") will apply to an offer for the Company. It is possible that in the future circumstances could change that may cause the Takeover Code to apply to us. The Takeover Code provides a framework within which takeovers of companies subject to it are conducted. In particular, the Takeover Code contains certain rules in respect of mandatory offers. Under Rule 9 of the Takeover Code, if a person:

- acquires an interest in shares that, when taken together with shares in which such person is already interested and in which persons acting in concert with such person are interested, carries 30% or more of the voting rights of shares; or
- who, together with persons acting in concert with such person, is interested in shares that in the aggregate carry not less than 30% of the voting rights but is not interested in shares carrying more than 50% of such voting rights and such person, or any person acting in concert with such person, acquires an additional interest in shares that increases the percentage of shares carrying voting rights in which that person is interested,

the acquirer, and, depending on the circumstances, its concert parties, would be required (except with the consent of the Takeover Panel) to make a cash offer for the outstanding shares at a price not less than the highest price paid for any interests in the shares by the acquirer or its concert parties during the previous 12 months.

Under English law, an offeror for the Company that has acquired (i) not less than 90% in value of; and (ii) not less than 90% of the voting rights carried by the shares to which the offer relates may exercise statutory squeeze-out rights to compulsorily acquire the shares of the non-assenting minority. However, if an offer for the Company is conducted by way of a scheme of arrangement the threshold for the offeror obtaining 100% of Company shares comprises two components (i) approval by a majority in number of each class of Company shareholders present and voting at the shareholder meeting; and (ii) approval of Company shareholders representing 75% or more in value of each class of Company shareholders present and voting at that meeting.

Share Issues in the Context of an Acquisition

Our Articles of Association provide the board of directors with the power to establish a rights plan and to grant rights to subscribe for our shares pursuant to a rights plan where, in the opinion of the board of directors, acting in good faith, in the context of an acquisition or potential acquisition of 15% or more of our issued voting shares, to do so would improve the likelihood that:

- an acquisition process is conducted in an orderly manner;
- all our shareholders are treated equally and fairly and in a similar manner;
- an optimum price is achieved for our Class A ordinary shares;
- the board of directors would have time to gather relevant information and pursue appropriate strategies;
- the success of Royalty Pharma would be promoted for the benefit of our shareholders as a whole;
- the long term interests of Royalty Pharma, our shareholders and business would be safeguarded; and/or
- Royalty Pharma would not suffer serious economic harm.

Our Articles of Association further provide that the board of directors may, in accordance with the terms of a rights plan, determine to (i) allot shares pursuant to the exercise of rights or (ii) exchange rights for our shares, where in the opinion of the board of directors acting in good faith, in the context of an acquisition or potential acquisition of 15% or more of our issued voting shares, to do so is necessary in order to prevent:

- the use of abusive tactics by any person in connection with such acquisition;
- unequal treatment of shareholders;
- an acquisition which would undervalue Royalty Pharma;
- harm to the prospects of the success of Royalty Pharma for the benefit of its shareholder as a whole; and/or
- serious economic harm to the prospects of Royalty Pharma,

or where to do so is otherwise necessary to safeguard the long term interests of Royalty Pharma, our shareholders and our business.

Under the Takeover Code, the board of a public company incorporated under the laws of England and Wales is constrained from implementing such defensive measures. However, as discussed above, these measures are included in our Articles of Association as the Takeover Code is not expected to apply to us and these measures are included commonly in the constitution of U.S. companies.

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These provisions will apply for so long as we are not subject to the Takeover Code.

Execution Version

AMENDMENT NO. 4 TO CREDIT AGREEMENT

Amendment No. 4 to Credit Agreement dated as of January 24, 2024 (this "Amendment") among ROYALTY PHARMA PLC, an English public limited company incorporated under the laws of England and Wales ("Holdings"), ROYALTY PHARMA HOLDINGS LTD., a private limited company incorporated under the laws of England and Wales (the "Borrower"), BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "Administrative Agent") and the Consenting Lenders (as defined herein) party hereto.

WHEREAS, Holdings, the Borrower, the lenders and issuing banks from time to time party thereto, the Administrative Agent and the other parties from time to time party thereto are parties to that certain Amended and Restated Revolving Credit Agreement, dated as of September 15, 2021 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of October 31, 2022, as further amended by that certain Amendment No. 2 to Credit Agreement, dated as of May 16, 2023, as further amended by that certain Amendment No. 3 to Credit Agreement, dated as of December 22, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement");

WHEREAS, pursuant to Section 9.02 of the Credit Agreement, the Borrower has requested, and certain Lenders which constitute, immediately prior to giving effect to this Amendment, the Required Lenders (collectively, the "Consenting Lenders"), have agreed to amend the Credit Agreement as described in Article II hereof;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I
DEFINITIONS

Section 1.01 Definitions. Unless otherwise defined herein, capitalized terms defined in the Credit Agreement after giving effect to this Amendment (the "Amended Credit Agreement") have the same meanings when used in this Amendment.

Article II
AMENDMENTS TO CREDIT AGREEMENT

Section 2.01 Amendments to Credit Agreement. Effective as of the Amendment No. 4 Effective Date (as defined below), the Credit Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double- underlined text (indicated textually in the same manner as the following example double-underlined text) as set forth in the pages of the Credit Agreement attached as Exhibit A hereto.

Article III
CONDITIONS TO EFFECTIVENESS

Section 3.01 Conditions to Effectiveness of this Amendment. This Amendment and the amendments to the Credit Agreement contained herein shall become effective on the date (the "Amendment No. 4 Effective Date") on which the following conditions precedent are satisfied (or waived):

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(a) *Execution and Delivery of this Amendment*. The Administrative Agent shall have received counterparts of this Amendment duly executed by or on behalf of the Borrower, Holdings, the Consenting Lenders and the Administrative Agent.

(b) *Fees*. Fried, Frank, Harris, Shriver & Jacobson LLP ("Fried Frank") shall have received full payment from the Borrower of the fees and expenses of Fried Frank described in Section 5.09 of this Amendment, to the extent invoiced to the Borrower at least three Business Days prior to the Amendment No. 4 Effective Date (or such shorter period as agreed to by the Borrower).

(c) *Officer's Certificate*. The Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower dated as of the Amendment No. 4 Effective Date certifying as to the matters set forth in Sections 3.01(d) and (e) hereof.

(d) *Representations and Warranties*. The representations and warranties of the Borrower and each other Loan Party contained in Section 4.01 of this Amendment and any other Loan Document shall be true and correct in all material respects on and as of the Amendment No. 4 Effective Date (other than any such representation and warranty that includes a materiality or Material Adverse Effect qualifier, which shall be true and correct in all respects), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date (other than any such representation and warranty that includes a materiality or Material Adverse Effect qualifier, which shall be true and correct in all respects).

(e) *No Default*. No Default or Event of Default has occurred and is continuing, or would result from the consummation of the transactions contemplated by this Amendment or the other Loan Documents as of the Amendment No. 4 Effective Date.

Section3.03 Effects of this Amendment. On the Amendment No.4 Effective Date,the Credit Agreement will be automatically amended to reflect the amendments thereto provided for in this Amendment. The rights and obligations of the parties hereto and the other Lenders shall be governed (i) prior to the Amendment No. 4 Effective Date, by the Credit Agreement and (ii) on and after the Amendment No. 4 Effective Date, by the Amended Credit Agreement. Once the Amendment No. 4 Effective Date has occurred, all references to the Credit Agreement in any document, instrument, agreement, or writing shall be deemed to refer to the Amended Credit Agreement.

(b) Other than as specifically provided herein and in the Amended Credit Agreement, this Amendment shall not operate as a waiver or amendment of any right, power or privilege of the Administrative Agent or any Lender under the Credit Agreement or any other Loan Document or of any other term or condition of the Credit Agreement or any other Loan Document, nor shall the entering into of this Amendment preclude the Administrative Agent and/or any Lender from refusing to enter into any further waivers or amendments with respect thereto. This Amendment is not intended by any of the parties hereto to be interpreted as a course of dealing which would in any way impair the rights or remedies of the Administrative Agent or any Lender except as expressly stated herein, and no Lender shall have any obligation to extend credit to the Borrower other than pursuant to the strict terms of the Credit Agreement and the other Loan Documents, as amended or supplemented to date (including by means of this Amendment).

Article IV

REPRESENTATIONS AND WARRANTIES

Section 4.01 Representations and Warranties of the Borrower. In order to induce the Consenting Lenders to agree to the amendments set forth herein, the Borrower represents and warrants, as of the date hereof and the Amendment No. 4 Effective Date, as set forth below:

(a) *Power and Authority*. Each Loan Party has the power and authority to execute and deliver this Amendment and any agreement or certificate required to be delivered hereunder (collectively, the "Amendment Documents"); the execution, delivery and performance by each Loan Party of the Amendment Documents to which it is a party have been duly authorized by such Loan Party by all necessary action; the execution, delivery and performance by each Loan Party of the Amendment Documents to which it is a party requires no action by or in respect of, or filing with any official or governmental body (except with respect to (x) actions duly taken and filings duly made that are, in each case, in full force and effect and (y) those actions and filings, the failure of which to take or make would not reasonably be expected to have a Material Adverse Effect), does not contravene or constitute a default under (i) such Loan Party's organizational documents, (ii) any law applicable to it, (iii) any contractual restriction binding on or affecting its property or (iv) any order, writ, judgment, aware injunction, decree or other instrument binding on or affecting its property (except, with respect to any contravention or default referred to in clauses (ii),
(iii) and (iv) above, to the extent that such contravention or default would not reasonably be expected to have a Material Adverse Effect); and such execution, delivery and performance will not result in the creation or imposition of any adverse claim upon or with respect to the material property of such Loan Party or any of its subsidiaries.

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(b) *Binding Obligation*. Each of the Amendment Documents constitutes a legal, valid and binding obligation of each Loan Party which is a party thereto enforceable in accordance with its terms, except that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(c) *No Proceedings*. There are no proceedings or investigations, as to which there is a reasonable possibility of an adverse determination, pending or, to the Borrower's knowledge, threatened, before any court, arbitral body, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over any Loan Party or its properties: (i) asserting the invalidity of any Amendment Document to which such Loan Party is a party, (ii) seeking to prevent the consummation of any of the transactions contemplated by any Amendment Documents to which it is a party, or (iii) seeking any determination or ruling that might materially and adversely affect the performance by any Loan Party of its obligations under, or the validity or enforceability of, any Amendment Documents to which such Loan Party is a party.

(d) *Approvals*. No approval, authorization, consent, order or other action of, or filing with, any court, federal or state body, or administrative agency, or any third person is required by any Loan Party or its predecessors in interest in connection with the execution and delivery of any Amendment Documents except those that have been obtained.

Article V

MISCELLANEOUS

Section 5.01 Headings. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof.

Section 5.02 Execution in Counterpart; Electronic Execution. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. A counterpart hereof executed and delivered by facsimile or pdf or other similar electronic transmission shall be effective as an original. The words "execute," "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

Section 5.03 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 5.04 Governing Law; Jurisdiction, Etc.

(a) *Governing Law*. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

(b) *Submission to Jurisdiction*. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AMENDMENT SHALL AFFECT ANY RIGHT

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THAT THE ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AMENDMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) *Waiver of Venue*. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) *Service of Process*. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN THE CREDIT AGREEMENT. NOTHING IN THIS AMENDMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 5.05 Waiver of Right to Trial by Jury. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 5.06 Entire Agreement. This Amendment constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto.

Section 5.07 No Novation. The parties do not intend this Amendment nor the transactions contemplated hereby to be, and this Amendment and the transactions contemplated hereby shall not be construed to be, a novation of any of the obligations owed by the Borrower under or in connection with the Loan Documents.

Section 5.08 Reaffirmation of Holdings' Obligations. Holdings hereby affirms that under this Amendment and each other Loan Document to which it is a party or is otherwise bound will continue to guarantee to the fullest extent possible in accordance with this Amendment and the Loan Documents the payment and performance of all "Obligations" under this Amendment and the other Loan Documents to which it is a party (in each case as such term is defined under the applicable Loan Document). Each of the Borrower and Holdings acknowledges and agrees that any of the Loan Documents to which it is a party or is otherwise bound (together with any Existing Fronting Fee Letter) shall continue in full force and effect and that all of its obligations thereunder shall be valid, enforceable (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or

limited creditors' rights generally or by equitable principles) and, ratified and confirmed in all respects and shall not be impaired or limited by the execution or effectiveness of this Amendment.

Section 5.09 Fees and Expenses. The Borrower agrees to pay all reasonable out-of- pocket expenses incurred by the Administrative Agent in connection with the preparation, negotiation, execution, delivery and enforcement of this Amendment and the other documents and instruments referred to herein or contemplated hereby, limited (in the case of counsel fees) to, the fees, disbursements and other charges of Fried Frank, counsel to the Administrative Agent (and any other counsel fees to the extent otherwise reimbursable under Section 9.03(a) of the Credit Agreement).

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Section 5.10 Loan Document Pursuant to Credit Agreement. This Amendment is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with all of the terms and provisions of the Credit Agreement (and, following the date hereof, the Amended Credit Agreement).

[Signature Pages Follow]

IN WITNESS WHEREOF, the signatories hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

BORROWER: ROYALTY PHARMA HOLDINGS LTD.

By: /s/ George Lloyd
Name: George Lloyd
Title: Director

HOLDINGS: ROYALTY PHARMA PLC

By: /s/ Pablo Legorreta
Name: Pablo Legorreta
Title: Director

Bank of America, N.A., as Administrative Agent

By: /s/ Carolen Alfonso
Name: Carolen Alfonso
Title: Assistant Vice President

CONSENTING LENDER:

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The Bank of Nova Scotia
as a Consenting Lender

By: /s/ Iain Stewart

Name: Iain Stewart Title: Managing Director

[If a second signature is required]

By:

Name: Title:

SignaturePagetoAmendmentNo. 4

Bank of America, N.A., as a Consenting Lender

By: /s/ Darren Merten Name: Darren Merten
Title: Director

SignaturePagetoAmendmentNo. 4

CONSENTING LENDER: Citibank, N.A., as a Consenting Lender

By: /s/ Richard Rivera
Name: Richard Rivera Title: Vice President

SignaturePagetoAmendmentNo. 4

CONSENTING LENDER:

Goldman Sachs Bank USA
as a Consenting Lender

By: /s/ Priyankush Goswami Name: Priyankush Goswami
Title: Authorized Signatory

Signature Page to Amendment No. 4

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CONSENTING LENDER:

Goldman Sachs Lending Partners LLC
as a Consenting Lender

By: /s/ Priyankush Goswami Name: Priyankush Goswami
Title: Authorized Signatory
Signature Page to Amendment No. 4

CONSENTING LENDER:

JPMORGAN CHASE BANK, N.A.,
as a Consenting Lender

By: /s/ Joon Hur Name: Joon Hur
Title: Executive Director
Signature Page to Amendment No. 4

CONSENTING LENDER:

MORGAN STANLEY BANK N.A.,
as a Consenting Lender

By: /s/ Rikin Pandya
Name: Rikin Pandya
Title: Authorized Signatory
Signature Page to Amendment No. 4

CONSENTING LENDER:

TD Bank N.A.,
as a Consenting Lender

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By: /s/ Bernadette Collins
Name: Bernadette Collins
Title: Senior Vice President

Signature Page to Amendment No. 4

CONSENTING LENDER:

DNB Capital, LLC,
as a Consenting Lender

By: /s/ Dania Hinedi
Name: Dania Hinedi
Title: Senior Vice President

By: /s/ Bret Douglas
Name: Bret Douglas
Title: Senior Vice President

Signature Page to Amendment No. 4

CONSENTING LENDER:

Société Générale as a Consenting Lender

By: /s/ Kimberly Metzger
Name: Kimberly Metzger Title: Director

Signature Page to Amendment No. 4

CONSENTING LENDER:

SUMITOMO MITSUI BANKING CORPORATION

By: /s/ Cindy Hwee
Name: Cindy Hwee Title: Director

Signature Page to Amendment No. 4

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CONSENTING LENDER:

U.S. BANK NATIONAL ASSOCIATION,
as a Consenting Lender

By:/s/ Tom Priedman
Name: Tom Priedeman
Title:SeniorVicePresident

Signature Page to Amendment No. 4

AMENDED CREDIT AGREEMENT

Attached.

Execution Version
EXHIBIT A

Deal CUSIP Number: G7710AAC0 Facility CUSIP Number: G7710AAD8

AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

dated as of

September 15, 2021,
as amended by Amendment No. 1, dated as of October 31, 2022, as amended by Amendment No. 2, dated as of May 16, 2023,
as amended by Amendment No. 3, dated as of December 22, 2023, as amended by Amendment No. 4, dated as of January 24, 2024

among

ROYALTY PHARMA PLC,
as Holdings,

ROYALTY PHARMA HOLDINGS LTD.,
as Borrower,

BANK OF AMERICA, N.A.,
as Administrative Agent,

CITIBANK, N.A.,
GOLDMAN SACHS BANK USA,
JPMORGAN CHASE BANK, N.A.,

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MORGAN STANLEY SENIOR FUNDING, INC.
and
TD BANK, N.A.
as Co-Syndication Agents,

DNB BANK ASA, NEW YORK BRANCH, SOCIÉTÉ GÉNÉRALE SA,
THE BANK OF NOVA SCOTIA,
SUMITOMO MITSUI BANKING
CORPORATION
and
U.S. BANK NATIONAL ASSOCIATION
as Co-Documentation Agents

and the Lenders and the Issuing Banks from time to time party hereto

BofA SECURITIES, INC., CITIBANK, N.A.,
GOLDMAN SACHS BANK USA, JPMORGAN CHASE BANK, N.A.,

MORGANSTANLEYSENIORFUNDING, INC.
and
TDBANK, N.A.
asLeadArrangersand Bookrunners

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EXHIBITS:
Exhibit A – Form of Assignment and Assumption Exhibit B – Form of Revolving Note
Exhibit C – Form of Borrowing Request
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Exhibit G-2 – Form of U.S. Tax Compliance Certificate (For Non-U.S. Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)
Exhibit G-3 – Form of U.S. Tax Compliance Certificate (For Non-U.S. Participants That Are Partnerships For U.S. Federal Income Tax Purposes)
Exhibit G-4 – Form of U.S. Tax Compliance Certificate (For Non-U.S. Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

This AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT (this "Agreement") is dated as of September 15, 2021 among ROYALTY PHARMA PLC, an English public limited company incorporated under the laws of England and Wales ("Holdings"), ROYALTY PHARMA HOLDINGS LTD., a private limited company duly incorporated and registered under the laws of England and Wales (the "Borrower"), each Lender and Issuing Bank from time to time party hereto and certain Lenders under the Existing Credit Agreement executing only as Exiting Lenders, BANK OF AMERICA, N.A., as Administrative Agent, CITIBANK, N.A., GOLDMAN SACHS BANK USA, JPMORGAN CHASE BANK, N.A., MORGAN STANLEY SENIOR FUNDING, INC. and TD BANK, N.A., as Co-Syndication Agents, and DNB CAPITAL LLC, THE BANK OF NOVA SCOTIA, SUMITOMO MITSUI BANKING CORPORATION, U.S. BANK NATIONAL ASSOCIATION and SOCIÉTÉ GÉNÉRALE SA as Co-Documentation Agents.

PRELIMINARY STATEMENTS

WHEREAS, Holdings and the Borrower are party to that certain Revolving Credit Agreement, originally dated as of September 18, 2020 (as amended, restated or otherwise modified prior to the date hereof, the "Existing Credit Agreement"), among Holdings, the Borrower, Bank of America, N.A., as administrative agent, and the lenders and issuing banks from time to time party thereto, pursuant to which the lenders and the issuing banks thereunder have made available certain extensions of credit. Holdings and the Borrower have requested that the Lenders agree to amend and restate the Existing Credit Agreement, to make certain modifications, as set forth below.

NOW, THEREFORE, the Lenders have agreed to amend and restate the Existing Credit Agreement pursuant to Section 9.02(b) thereof, upon terms and conditions set forth in this Agreement. Accordingly in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below (capitalized terms used but not defined in this Section 1.01 have the meanings specified in the Preliminary Statements):

"2027 Revolving Commitments" means with respect to each 2027 Revolving Credit Lender, the commitment, if any, of such 2027 Revolving Credit Lender to make 2027 Revolving Loans and to acquire participations in Letters of Credit hereunder, expressed as an

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amount representing the maximum possible aggregate amount of such 2027 Revolving Credit Lender's Revolving Credit Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.08, (b) increased from time to time pursuant to Section 2.19 and (c) reduced or increased from time to time pursuant to assignments by or to such 2027 Revolving

Credit Lender pursuant to Section 9.04 of this Agreement. As of the Amendment No. 3 Effective Date, the aggregate amount of 2027 Revolving Commitments was $110,000,000.

"2027 Revolving Credit Lender" means each Lender that has a 2027 Revolving Commitment.

"2027 Revolving Credit Maturity Date" means October 31, 2027; provided that if such day is not a Business Day, the 2027 Revolving Credit Maturity Date shall be the Business Day immediately preceding such day.

"2027 Revolving Loans" means a Loan made pursuant to Section 2.01 in respect of 2027 Revolving Commitments.

"2028 Revolving Commitments" means with respect to each 2028 Revolving Credit Lender, the commitment, if any, of such 2028 Revolving Credit Lender to make 2028 Revolving Loans and to acquire participations in Letters of Credit hereunder, expressed as an amount representing the maximum possible aggregate amount of such 2028 Revolving Credit Lender's Revolving Credit Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.08, (b) increased from time to time pursuant to Section 2.19 and (c) reduced, increased or extended from time to time pursuant to (i) assignments by or to such Lender pursuant to Section 9.04 of this Agreement or (ii) a Revolving Extension Amendment. As of the Amendment No. 3 Effective Date, the aggregate amount of 2028 Revolving Commitments was $1,690,000,000.

"2028 Revolving Credit Lender" means each Lender that has a 2028 Revolving Commitment.

"2028 Revolving Credit Maturity Date" means December 22, 2028; provided that if such day is not a Business Day, the 2028 Revolving Credit Maturity Date shall be the Business Day immediately preceding such day.

"2028 Revolving Loans" means a Loan made pursuant to Section 2.01 in respect of 2028 Revolving Commitments.

"Acquired Entity or Business" means each Person, property, business or assets acquired by Holdings or a Subsidiary, to the extent not subsequently sold, transferred or otherwise disposed of by Holdings or such Subsidiary.

"Act" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"Additional Credit Extension Amendment" shall have the meaning assigned in Section 2.19.

"Adjusted EBITDA" means for any period for Holdings and its Consolidated Subsidiaries, on a Pro Forma Basis: (i) Portfolio Receipts, minus (ii) Payments for Operating and Professional Costs.

"Administrative Agent" means Bank of America (or any of its designated branch offices or Affiliates), in its capacity as administrative agent for the Lenders hereunder, or any successor administrative agent.

"Administrative Agent's Office" means, with respect to any currency, the Administrative Agent's address and, as appropriate, account as set forth on Schedule 9.01 with respect to such currency, or such other address or account with respect to such currency as the Administrative Agent may from time to time notify the Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent Parties" has the meaning assigned in Section 9.01(c).

"Agreed Currency" means Dollars or any Alternative Currency, as applicable. "Agreement" has the meaning assigned in the preamble hereto.

"Alternative Currencies" means (a) Euro, (b) Sterling, (c) Canadian Dollars and (d) each other currency (other than Dollars) approved in accordance with Section 1.08.

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"Alternative Currency Daily Rate" means, for any day, with respect to any Alternative Currency Daily Rate Borrowing or any Alternative Currency Daily Rate Loan:

(a) denominated in Sterling, the rate per annum equal to SONIA determined pursuant to the definition thereof plus the SONIA Adjustment; and

(b) denominated in any other Alternative Currency (to the extent such Loans denominated in such currency will bear interest at a daily rate), the daily rate per annum as designated with respect to such Alternative Currency at the time such Alternative Currency is approved by the Administrative Agent and the relevant Lenders pursuant to Section 1.08(a)plus the adjustment (if any) determined by the Administrative Agent and the relevant Lenders pursuant to Section 1.08(c);

provided, that, if any Alternative Currency Daily Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement. Any change in an Alternative Currency Daily Rate shall be effective from and including the date of such change without further notice.

"Alternative Currency Daily Rate Borrowing" means any Borrowing of Alternative Currency Daily Rate Loans.

"Alternative Currency Daily Rate Loan" means a Loan that bears interest at a rate based on the definition of "Alternative Currency Daily Rate." All Alternative Currency Daily Rate Loans must be denominated in an Alternative Currency.

"Alternative Currency Equivalent" means, at any time, with respect to any amount denominated in Dollars, the equivalent amount thereof in the applicable Alternative Currency as determined by the Administrative Agent or the applicable Issuing Bank, as the case may be, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of such Alternative Currency with Dollars.

"Alternative Currency Loan" means an Alternative Currency Daily Rate Loan or an Alternative Currency Term Rate Loan, as applicable.

"Alternative Currency Term Rate" means, for any Interest Period, with respect to any Alternative Currency Term Rate Borrowing or any Alternative Currency Term Rate Loan:

(a) denominated in Euros, the rate per annum equal to the Euro Interbank Offered Rate ("EURIBOR"), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) on the day that is two TARGET Days preceding the first day of such Interest Period with a term equivalent to such Interest Period;

(b) denominated in Canadian Dollars, the rate per annum equal to the forward-looking term rate based on CORRA ("Term CORRA", as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) (in such case, the "Term CORRA Rate") that is two (2) Business Days prior to the Rate Determination Date with a term equivalent to such Interest Period plus the CORRA Adjustment for such Interest Period;

(c) denominated in any other Alternative Currency (to the extent such Loans denominated in such currency will bear interest at a term rate), the term rate per annum as designated with respect to such Alternative Currency at the time such Alternative Currency is approved by the Administrative Agent and the relevant Lenders pursuant to Section 1.08(a) plus the adjustment (if any) determined by the Administrative Agent and the relevant Lenders pursuant to Section 1.08(c);

provided, that, if any Alternative Currency Term Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

"Alternative Currency Term Rate Borrowing" means any Borrowing of Alternative Currency Term Rate Loans.

"Alternative Currency Term Rate Loan" means a Loan that bears interest at a rate based on the definition of "Alternative Currency Term Rate." All Alternative Currency Term Rate Loans must be denominated in an Alternative Currency.

"Amendment No. 1" means Amendment No. 1 to this Agreement, dated as of the Amendment No. 1 Effective Date, by and among Holdings, the Borrower, the Administrative Agent and the lenders party thereto.

"Amendment No. 1 Effective Date" means October 31, 2022.

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"Amendment No. 3" shall mean that certain Amendment No. 3 to Credit Agreement, dated as of December 22, 2023, among Holdings, the Borrower, the Administrative Agent and the Lenders and Issuing Banks party thereto.

"Amendment No. 3 Effective Date" shall mean December 22, 2023.

"Amendment No. 3 Final Structure" shall mean the pro forma corporate structure in respect of the Borrower as set forth on Schedule 1.01 hereto.

"Amendment No. 3 Restructuring Transactions" shall mean (i) any modifications to the account structure, the direction of any payment instructions with respect to Royalty Proceeds and any relevant standing instructions, (ii) the entry into any other transaction with respect to the Equity Interests of any Specified Person (including any distribution, investment or any other transfer thereof) and (iii) the consummation of the RPCT Acquisition Transactions, in each case of the foregoing clauses (i) through (iii), to the extent that such modifications or other transactions are reasonably necessary or incidental to the implementation of the Amendment No.
3 Final Structure (as determined by the Borrower in good faith) and so long as such modifications or other transactions (other than those described on Schedule 1.01 hereto) (x) are not materially adverse to the interests of the Lenders (as determined by the Borrower and the Administrative Agent in good faith), (y) do not change any payment instructions with respect to Royalty Proceeds, or any relevant standing instructions thereto, in a manner that would result in RPI Intermediate Finance Partnership, LP, a Delaware limited partnership ("RPI IFP") or any parent company of RPI IFP becoming the owner of Royalty Proceeds that are directly or indirectly owned by, or contractually required to be paid to, the Borrower and (z) do not result in the Borrower receiving less than the percentage of Royalty Proceeds required to be swept from RP Investments immediately prior to the Amendment No. 3 Effective Date.

"Anti-Corruption Law(s)" means the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, and any other applicable law related to bribery or corruption.

"Applicable Authority" means, (a) with respect to SOFR, the SOFR Administrator or any Governmental Authority having jurisdiction over the Administrative Agent or the SOFR Administrator with respect to its publication of SOFR, in each case acting in such capacity and
(b) with respect to any Alternative Currency, the applicable administrator for the Relevant Rate for such Alternative Currency or any Governmental Authority having jurisdiction over the Administrative Agent or such administrator with respect to its publication of the applicable Relevant Rate, in each case acting in such capacity.

"Applicable Percentage" means, with respect to any Lender at any time, a percentage equal to a fraction the numerator of which is such Lender's Revolving Commitment at that time and the denominator of which is the aggregate Revolving Commitments of all Revolving Lenders at that time (if the Revolving Commitments have terminated or expired, the Applicable Percentages shall be determined based upon such Lender's share of the aggregate Revolving Credit Exposures at that time).

"Applicable Rate", "Applicable Unused Commitment Fee Rate" and "Applicable Ratefor Letter of Credit Fees" means, from time to time, the following percentages per annum, as set forth below:

Pricing Level	Debt Ratings S&P/Fitch/Moody 's	Applicable Unused Commitmen t Fee Rate	Applicable Rate for Daily SOFR Loans, Term SOFR Loans, Alternative Currency Term Rate Loans, Alternative Currency Daily Rate Loans and Applicable Rate for Letter of Credit Fees	Base Rate
1	BBB+ / BBB+ / Baa1 or better	0.125%	1.00%	0.00%
2	BBB / BBB / Baa2	0.15%	1.125%	0.125%
3	BBB- / BBB- / Baa3	0.175%	1.25%	0.25%
4	BB+ / BB+ / Ba1	0.25%	1.50%	0.50%
5	BB / BB / Ba2 or worse	0.30%	1.625%	0.625%

Initially, the Applicable Rate shall be determined based upon Pricing Level 3. Thereafter, each change in the Applicable Rate resulting from a publicly announced change in the Debt Rating (as defined below) shall be effective, during the period commencing on the date of the public announcement thereof and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody's, S&P or Fitch shall change, or if any such rating agency shall cease to be in the business of rating corporate debt obligations, the Borrower and the Lenders shall negotiate in good faith to amend this definition to reflect such changed

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rating system or the unavailability of ratings from such rating agency and, pending the effectiveness of any such amendment, the Applicable Rate shall be determined by reference to the rating most recently in effect prior to such change or cessation.

As used herein, "Debt Rating" means, as of any date of determination, the rating as determined by any of S&P, Moody's or Fitch of Holdings' non-credit-enhanced, senior unsecured long-term debt; provided that (a) if one of the respective Debt Ratings issued by any of the foregoing rating agencies differs from the Debt Ratings issued by the other two rating agencies by one level, then the Pricing Level in which two of such Debt Ratings shall fall shall apply; (b) if there is a split in the Pricing Levels of the respective Debt Ratings issued by one or more of the foregoing rating agencies of more than one level, then the Pricing Level that is one level lower than the Pricing Level of the highest Debt Rating shall apply; (c) if Holdings has only two Debt Ratings, then (i) if both of such Debt Ratings fall in the same Pricing Level, such Pricing Level shall apply, (ii) if there is a split in the Pricing Levels of such Debt Ratings by a difference of one level, then the Pricing Level of the higher Debt Rating shall apply or (iii) if there is a split in the Pricing Levels of such Debt Ratings of more than one level, then the Pricing Level that is one level lower than the Pricing Level of the higher Debt Rating shall apply; (d) if Holdings has only one Debt Rating, the Pricing Level of such Debt Rating shall apply; and (e) if Holdings does not have any Debt Rating, Pricing Level 5 shall apply.

"Applicable RPI 2019 Ownership Percentage" mean (i) as of the Effective Date, 82.42% and (ii) following the Effective Date, at any time the greater of (x) the percentage in the immediately preceding clause (i) and (y) the percentage of beneficial interests in RP Investments held by RPI 2019 after giving effect to any purchase or other acquisition by RPI 2019 of additional beneficial interests in RP Investments.

"Applicable Time" means, with respect to any borrowings and payments in any Alternative Currency, the local time in the place of settlement for such Alternative Currency as may be determined by the Administrative Agent or the applicable Issuing Bank, as the case may be, to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

"Approved Bank" has the meaning assigned to such term in the definition of "Cash Equivalents."

"Approved Financial Institution" means Bank of America. N.A. or its affiliates or another financial institution acceptable to the Administrative Agent (such approval not to be unreasonably withheld or delayed).

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arrangers" means, collectively, BofA Securities, Inc., Citibank, N.A., Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A. and Morgan Stanley Senior Funding, Inc., in their capacities as joint lead arrangers and bookrunners.

"Assignment and Assumption" means an assignment and assumption agreement entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04 of this Agreement), and accepted by the Administrative Agent, in the form of Exhibit A or any other form (including electronic documentation generated by use of an electronic platform) approved by the Administrative Agent.

"Augmenting Lender" has the meaning assigned to such term in Section 2.19(a). "Auto-Extension Letter of Credit" has the meaning set forth in Section 2.05(b)(iii).

"Availability Period" means the period from and including the Effective Date to but excluding the earlier of (a) (i)(x) with respect to 2027 Revolving Commitments made pursuant to Section 2.01, the 2027 Revolving Credit Maturity Date or (y) with respect to 2028 Revolving Commitments made pursuant to Section 2.01, the 2028 Revolving Credit Maturity Date and (ii) with respect to any Revolving Extension Series, the applicable Revolving Credit Maturity Date and (b) with respect to any Class of Revolving Commitments, the date such Class of Revolving Commitments is terminated in accordance with the provisions of this Agreement.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

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"Bank of America" means Bank of America, N.A. and its permitted successors and assigns.

"Bank Product" means any of the following products, services or facilities extended to Holdings or any of its Subsidiaries: (a) products under any Cash Management Agreement; (b) products under any Hedge Agreement; (c) commercial credit card and merchant card services;

and (d) other banking products or services, in each case, as may be requested by Holdings or any of its Subsidiaries, other than Letters of Credit.

"Base Rate" means for any day a fluctuating rate of interest per annum equal to the highest of (a) the Federal Funds Rate *plus* 0.50%, (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate," and (c) Term SOFR (calculated pursuant to clause (b) of the definition thereof) *plus* 1.00%, subject to the interest rate floors set forth therein; *provided* that if the Base Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement. The "prime rate" is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such prime rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change. If the Base Rate is being used as an alternate rate of interest pursuant to Section 2.07 hereof, then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above.

"Base Rate Borrowing" means any Borrowing of Base Rate Loans.

"Base Rate Loan" means a Loan that bears interest at a rate based on the Base Rate. "Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Board of Directors" means (i) with respect to a corporation, the board of directors of the corporation or a duly authorized committee thereof, (ii) with respect to a partnership, the board of directors of the general partner of the partnership, (iii) with respect to a limited liability company managed by the member or members, the managing member or members or any controlling committee of managing members thereof, (iv) with respect to a limited liability company managed by a manager or managers, the manager or managers and any controlling committee of managers and (v) with respect to any other Person, the board or committee of such Person serving a similar function.

"Borrower" has the meaning assigned in the preamble hereto.

"Borrower DTTP Filing" means an HM Revenue & Customs' Form DTTP2 duly completed and filed by the Borrower, which: (a) where it relates to a Treaty Lender that is a Lender on the date of this Agreement, contains the scheme reference number and jurisdiction of tax residence stated opposite that Lender's name in Schedule 2.16(f) (*Details of Lenders*), and is

filed with HM Revenue & Customs within thirty (30) days of the date of this Agreement; or (b) where it relates to a Treaty Lender that is a New Lender, contains the scheme reference number and jurisdiction of tax residence stated in respect of that Lender in the documentation which it executes on becoming a party as a Lender and is filed with HM Revenue & Customs within thirty (30) days of that date.

"Borrower Materials" has the meaning set forth in Section 5.01.

"Borrowing" means Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect.

"Borrowing Minimum" means, with respect to Loans denominated in (i) Dollars (other than Base Rate Loans), $5,000,000, (ii) Euros, €4,000,000, (iii) Sterling, £4,000,000, (iv) CAD,
$5,000,000 and (v) any other Alternative Currency, such amount as may be specified by the Administrative Agent.

"Borrowing Multiple" means, with respect to Loans denominated in (i) Dollars (other than Base Rate Loans), $1,000,000, (ii) Euros, €1,000,000, (iii) Sterling, £1,000,000, (iv) CAD,

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$1,000,000 and (v) any other Alternative Currency, such amount as may be specified by the Administrative Agent.

"Borrowing Request" means a request by the Borrower for a Borrowing in accordance with Section 2.03.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York or (if not the state of New York) the state where the Administrative Agent's Office with respect to Obligations denominated in Dollars is located and:

(a) if such day relates to any interest rate settings as to an Alternative Currency Loan denominated in Euro, any fundings, disbursements, settlements and payments in Euro in respect of any such Alternative Currency Loan, or any other dealings in Euro to be carried out pursuant to this Agreement in respect of any such Alternative Currency Loan, means a Business Day that is also a TARGET Day;

(b) if such day relates to any interest rate settings as to an Alternative Currency Loan denominated in Sterling, means a day other than a day banks are closed for general business in London because such day is a Saturday, Sunday or a legal holiday under the laws of the United Kingdom;

(c) if such day relates to any interest rate settings as to an Alternative Currency Loan denominated in a currency other than, Euro or Sterling, means any such day on which dealings in deposits in the relevant currency are conducted by and between banks in the applicable offshore interbank market for such currency; and

(d) if such day relates to any fundings, disbursements, settlements and payments in a currency other than Euro in respect of an Alternative Currency Loan denominated in a currency other than Euro, or any other dealings in any currency other than Euro to be carried out pursuant to this Agreement in respect of any such Alternative Currency Loan (other than any interest rate settings), means any such day on which banks are open for foreign exchange business in the principal financial center of the country of such currency.

"Canadian Dollar" or "CAD" refers to lawful money of Canada.

"Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the applicable Issuing Bank and the Revolving Lenders, as collateral for the L/C Exposure, cash or deposit account balances pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and such Issuing Bank (which documents are hereby consented to by the Revolving Lenders). Cash Collateral shall be maintained in blocked, non-interest bearing deposit accounts at the bank then acting as the Administrative Agent.

"Cash Equivalents" means:

(1) (A) any evidence of Funded Debt issued or directly and fully guaranteed or insured by the government or any agency or instrumentality of the United States, maturing within two years of the date of acquisition thereof or (B) any evidence of marketable Funded Debt issued or directly and fully guaranteed or insured by the government or any agency or instrumentality of (i) the United Kingdom or (ii) any member state of the European Union, in each case maturing within 18 months of the date of acquisition thereof;

(2) time deposits, certificates of deposit, and bank notes of any financial institution that (i) is a Lender or (ii) is a member of the Federal Reserve System and whose senior unsecured debt is rated at least A-2, P-2, or F-2, short-term, or A or A2, long-term, by Moody's, S&P or Fitch (any such bank in the foregoing clause (i) or (ii) being an "Approved Bank"), in each case maturing within 18 months of acquisition thereof. Issues with only one short-term credit rating must have a minimum credit rating of A 1, P 1 or F 1;

(3) commercial paper, including asset-backed commercial paper, and floating or fixed rate notes issued by an Approved Bank or a corporation or special purpose vehicle (other than an Affiliate or Subsidiary of Holdings) organized and existing under the laws of the United States of America, any state thereof or the District of Columbia (or organized in any foreign country recognized by the United States), maturing within 18 months of the date of acquisition thereof and rated at least A 2 by S&P and at least P 2 by Moody's;

(4) [reserved];

(5) repurchase agreements and reverse repurchase agreements maturing within 365 days from the date of acquisition relating to securities described in clause (1) above and entered into with any Approved Bank;

(6) money market funds which invest substantially all of their assets in assets described in the preceding clauses (1) through (5); and

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(7) instruments equivalent to those referred to in clauses (1) through (6) above denominated in any Alternative Currency or any other foreign currency comparable in credit quality and tenor to those referred to above and customarily used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by any Subsidiary organized in such jurisdiction.

"Cash Management Agreement" means any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card, purchasing card, electronic funds transfer and other cash management arrangements.

"Change in Control" means the occurrence of any of the following: (a) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act or any successor provision) (other than (x) Holdings or one of its wholly-owned Subsidiaries or (y) if, after giving effect to such transaction, the common equity interests of Holdings are publicly traded on any United States national securities exchange, or any analogous exchange or market in the United Kingdom, any Permitted Holders), becomes the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act or any successor provision) of 35% or more of the Voting Stock in Holdings or other Voting Stock into which Holdings' Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares, (b) Holdings ceasing to own, directly or indirectly, 100% of the Voting Stock of the Borrower or (c) Holdings ceasing to own, directly or indirectly, at least the percentage of beneficial interests in the Borrower so held by Holdings as of the Effective Date.

"Change in Law" means (a) the adoption of any law, treaty, rule or regulation after the date of this Agreement, (b) any change in any law, treaty, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender or any Issuing Bank (or, for purposes of Section 2.14(b), by any Lending Office of such Lender or by such Lender's or such Issuing Bank's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and the European Capital Requirements Directive IV and in each case, all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to

Basel III and/or CRD IV, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Charges" shall have the meaning assigned to such term in Section 9.14.

"Class" (a) when used with respect to Commitments, refers to whether such Commitment is a 2027 Revolving Commitment, a 2028 Revolving Commitment or any other Extended Revolving Commitment of a given Revolving Extension Series, (b) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are Loans under 2027 Revolving Commitments, 2028 Revolving Commitments or Loans under Extended Revolving Commitments of a given Revolving Extension Series and (c) when used with respect to Lenders, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments.

"CME" means CME Group Benchmark Administration Limited.

"Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time. "Commitment" means a Revolving Commitment.

"Communication" has the meaning assigned in Section 9.16(b).

"Conforming Changes" means, with respect to the use, administration of or any conventions associated with SOFR, SONIA or any proposed Successor Rate for an Agreed Currency, as applicable, any conforming changes to the definitions of "Base Rate", "SOFR", "SONIA" and "Interest Period", timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definitions of "Business Day" and "U.S. Government Securities Business Day", timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the discretion of the Administrative Agent (in consultation with the Borrower), to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice for such Agreed Currency (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate for such Agreed Currency exists, in such other manner of administration as the Administrative Agent determines (in consultation with the Borrower) is reasonably necessary in connection with the administration of this Agreement and any other Loan Document).

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"Consolidated Coverage Ratio" means, as of the last day of each fiscal quarter for the period of four consecutive fiscal quarters ending on such day determined on a Pro Forma Basis, the ratio of (i) Adjusted EBITDA to (ii) Consolidated Interest Expense.

"Consolidated Funded Debt" means Funded Debt of the Consolidated Group determined on a consolidated basis in accordance with GAAP.

"Consolidated Group" means Holdings and its Consolidated Subsidiaries, as determined in accordance with GAAP.

"Consolidated Interest Expense" means, for any period for the Consolidated Group, all interest expense paid in cash plus any realized gains and losses on Swap Agreements (but excluding, for the avoidance of doubt, any non-cash interest expense attributable to the movement in mark-to-market valuation of Swap Agreements or the periodic posting of collateral in respect of Swap Agreements), in each case for such period on a consolidated basis determined in accordance with GAAP. Except as expressly provided otherwise, the applicable period shall be the four consecutive fiscal quarters ending as of the date of determination.

"Consolidated Leverage Ratio" means, as of the last day of each fiscal quarter of Holdings determined on a Pro Forma Basis, the ratio of (a) Funded Debt of the Consolidated Group (excluding Funded Debt of the type described in clause (iii) of the definition thereof to the extent undrawn and clause (vi) of the definition thereof, but including any Funded Debt of any Permitted FinCo) to (b) Adjusted EBITDA, for the period of four consecutive fiscal quarters ending as of such day.

"Consolidated Portfolio Cash Flow Ratio" means, as of the last day of each fiscal quarterof Holdings determined on a Pro Forma Basis, the ratio of (a) Funded Debt of the ConsolidatedGroup (excluding Funded Debt of the type described in clause (iii) of the definition thereof to theextent undrawn and clause (vi) of the definition thereof, but including any Funded Debt of anyPermitted FinCo) to (b) Portfolio Cash Flow, for the period of four consecutive fiscal quartersending as of such day.

"Consolidated Subsidiaries" means Subsidiaries that would be consolidated with Holdings in accordance with GAAP.

"Consummation Date" has the meaning specified in the definition of Qualifying Material Acquisition.

"Control" means, with respect to any Person, the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

"CORRA" means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

"CORRA Adjustment" means (i) 0.29547% (29.547 basis points) for an Interest Period of one-month's duration and (ii) 0.32138% (32.138 basis points) for an Interest Period of three-months' duration.

"Credit Event" means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

"CTA" means the United Kingdom Corporation Tax Act 2009.

"Daily RFR Loan" means an Alternative Currency Daily Rate Loan or a Daily SOFR Loan, as applicable.

"Daily SOFR" means with respect to any applicable determination date, SOFR published on the fifth U.S. Government Securities Business Day preceding such date by the SOFR Administrator on the Federal Reserve Bank of New York's website (or any successor source); *provided* however that if such determination date is not a U.S. Government Securities Business Day, then Daily SOFR means such rate that applied on the first U.S. Government Securities Business Day immediately prior thereto, in each case, plus the SOFR Adjustment; provided that if Daily SOFR as determined in accordance with this definition would otherwise be less than zero, Daily SOFR shall be deemed zero for purposes of this Agreement.

"Daily SOFR Borrowing" means any Borrowing of Daily SOFR Loans.

"Daily SOFR Loan" means a Loan that bears interest at a rate based on Daily SOFR. "Debtor Relief Laws" means the Bankruptcy Code of the United States, the United
Kingdom Insolvency Act of 1986 and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States, the United Kingdom or other applicable jurisdictions from time to time in effect.

"Default" means any event or condition, which constitutes an Event of Default or, which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

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"Default Rate" has the meaning set forth in Section 2.12(f).

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of any Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, any Issuing Bank or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within two Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent or any Issuing Bank in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and

the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had publicly appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or Federal regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender, or (e) has, or has a direct or indirect parent company that has, become the subject of a Bail-In Action. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (e) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower, each Issuing Bank and each Lender.

"Disclosed Matters" means the actions, suits and proceedings disclosed (a) in any reports, schedules, forms, proxy statements, prospectuses (including prospectus supplements), registration statements and other information filed by Holdings with the SEC or furnished by Holdings to the SEC pursuant to the Securities Exchange Act, in each case, filed or furnished before the Effective Date and which are available to the Lenders before the Effective Date and
(b) on Schedule 3.06.

"Disqualified Equity Interests" means any Equity Interest which, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control, public equity offering or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control, public equity offering or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations (other than Pari Bank Product Obligations and contingent indemnification and expense reimbursement obligations as to which no claim has been made) that are accrued and payable and the termination of the Commitments and the expiration, cancellation, termination or cash collateralization of any Letters of Credit in accordance with the terms hereof), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests and except as permitted in clause (a) above), in whole or in part, (c) requires the scheduled payments of dividends in cash (for this purpose, dividends shall not be considered required if the issuer has the option to permit them to accrue, cumulate, accrete or increase in liquidation preference or if the Borrower or any other member of the Consolidated Group has the option to pay such dividends solely in Qualified Equity Interests), or (d) is or

becomes convertible into or exchangeable for Funded Debt or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 91 days after the Latest Maturity Date.

"Dollar Equivalent" means, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in any Alternative Currency, the equivalent amount thereof in Dollars as determined by the Administrative Agent or the applicable Issuing Bank, as the case may be, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of Dollars with such Alternative Currency.

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"Dollars" or "$" refers to lawful money of the United States of America.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any member state of the European Union, Iceland, Liechtenstein and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" means the date on which all of the conditions specified in 4.01 shall have been satisfied (or waived in accordance with 9.02).

"Electronic Copy" has the meaning assigned in Section 9.16(b). "Electronic Record" has the meaning assigned in Section 9.16(b). "Electronic Signature" has the meaning assigned in Section 9.16(b).

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 9.04(b)(iii), (v) and (vi) (subject to such consents, if any, as may be required under Section 9.04(b)(iii)).

"Eligible Bank" means (a) a commercial bank, finance company or financial institution regularly engaged in making, purchasing or investing in loans, organized under the laws of the United States, or any State thereof, and having total assets in excess of $5,000,000,000; (b) a commercial bank, finance company or financial institutions regularly engaged in making, purchasing or investing in loans, organized under the laws of any other country that is a member of the Organization for Economic Cooperation and Development or has concluded special

lending arrangements with the International Monetary Fund associated with its General Arrangements to Borrow or of the Cayman Islands, or a political subdivision of any such country, and having total assets in excess of $5,000,000,000 so long as such bank is acting through a branch or agency located in the United States or in the country in which it is organized or another country that is described in this clause (b) and (c) each person that is a Lender under this Agreement on the Effective Date and their respective Affiliates.

"EMU Legislation" means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

"Equity Interests" means any and all shares, interests (including general or limited partnership interests, limited liability company or membership interests or limited liability partnership interests), participations or other equivalents of or interests in (however designated) equity of such person, including any preferred stock, but in no event will Equity Interests include any debt securities convertible or exchangeable into equity prior to any such conversion or exchange.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with any Loan Party, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) with respect to any Plan, a failure to satisfy the minimum funding standard within the meaning of Section 412 of the Code or Section 302 of ERISA, whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by any Loan Party or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by any Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) a determination that any Plan is, or is expected to be, in "at risk" status (within the meaning of Section 430 of the Code or Section 303 of ERISA); (g) the incurrence by any Loan Party or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of any Loan Party or any of its ERISA Affiliates from any Plan or Multiemployer Plan or (h) the receipt by any Loan Party or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Loan Party or any ERISA Affiliate of any notice, concerning the imposition upon any Loan Party or any of its ERISA Affiliates of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent, within the meaning of Title IV of ERISA.

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"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"EU/UK Listed Person" has the meaning assigned in Section 3.15(a). "Euro" or "€" means the single currency of the Participating Member States. "Event of Default" has the meaning assigned to such term in Article VII.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Agreement if, and to the extent that, all or a portion of the Guarantee of such Guarantor of such Swap Agreement (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (determined after giving effect to Section 10.13 and any other "keepwell, support or other agreement" for the benefit of such Guarantor and all guarantees of Swap Agreements by other Loan Parties) at the time the Guarantee of such Guarantor, or a grant by such Guarantor of a security interest, becomes effective with respect to such Swap Agreement. If a Swap Agreement arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Agreement that is attributable to swaps for which such Guarantee or security interest is or becomes excluded in accordance with the first sentence of this definition.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to any Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date of which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.18) or (ii) such Lender changes its Lending Office, except in each case to the extent that pursuant to Section 2.16, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (c) Taxes (other than Tax imposed by the United Kingdom) attributable to such Recipient's failure to comply with Section 2.16(f)(i) or (ii), and (d) any U.S. backup withholding Taxes, and (e) withholding Taxes imposed pursuant to FATCA.

"Existing Credit Agreement" has the meaning assigned to such term in the first recital hereto.

"Existing Revolver Tranche" has the meaning assigned to such term in Section 2.21(a).

"Exiting Lender" has the meaning assigned to such term in Section 9.22(b).

"Extended Revolving Commitments" has the meaning assigned to such term in Section 2.21(a).

"Extending Revolving Lender" has the meaning assigned to such term in Section 2.21(b).

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any intergovernmental agreements in respect thereof (and any legislation, regulations or other official guidance pursuant to, or in respect of, such intergovernmental agreements).

"Federal Funds Rate" means, for any day, the rate per annum calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate; provided that if the Federal Funds Rate as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Fee Letters" means, collectively, each of the fee letters entered into by and among the Borrower and any of the Arrangers (or any of their respective affiliates) and/or the Administrative Agent in connection with this Agreement.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer or controller of Holdings, the Borrower or the relevant Loan Party, as applicable.

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"Fitch" means Fitch Ratings, Inc., or any successor to its rating agency business.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"Funded Debt" means: (i) all obligations for borrowed money, and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (ii) all purchase money indebtedness and all indebtedness and obligations in respect of the deferred purchase price of property or services (other than trade accounts payable incurred in the ordinary course of business and payable on customary trade terms); (iii) all direct obligations under letters of credit, bankers' acceptances and similar instruments; (iv) the attributable principal amount of capital leases and synthetic leases; (v) all Preferred Stock and comparable equity interests providing for mandatory redemption, sinking fund or other like payments; (vi) all Guarantees in respect of Funded Debt of

another person and (vii) Funded Debt of any partnership or joint venture or other similar entity in which such person is a general partner or joint venturer, and, as such, has personal liability for such obligations, but only to the extent there is recourse to such Person for payment thereof. For purposes hereof, (x) the amount of Funded Debt shall be determined (a) based on the outstanding principal amount in the case of borrowed money indebtedness under clause (i) and purchase money indebtedness and the deferred purchase obligations under clause (ii), (b) based on the maximum amount available to be drawn in the case of letter of credit obligations and the other obligations under clause (iii), and (c) based on the amount of Funded Debt that is the subject of any Guarantee in the case of Guarantees under clause (vi); provided that, in no event shall Funded Debt include installment payments, milestone payments, or royalty or revenue sharing obligations incurred in connection with acquiring Royalty Assets pursuant to an acquisition or other purchase.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time (except with respect to accounting for capital leases, as to which such principles in effect on December 31, 2018 shall apply), including those set forth in the Financial Accounting Standards Board's "Accounting Standards Codification" or in such other statements by such other entity as approved by a significant segment of the accounting profession.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including the Financial Conduct Authority, the Prudential Regulation Authority and any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" of or by any Person (the "guarantor") means any (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such indebtedness or other obligation of the payment or performance of such indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any indebtedness or other obligation of any other Person, whether or not such indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such indebtedness to obtain any

such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

"Guarantee Agreement" means (i) the Guarantee set forth in Article X or other form of guarantee agreement reasonably acceptable to the Administrative Agent and the Borrower and
(ii) any Guarantor Joinder Agreement in respect of the foregoing.

"Guarantor" means Holdings and each Subsidiary Guarantor, if any, that provides a guarantee of the Obligations pursuant to Section 5.09(a) or otherwise.

"Guarantor Joinder Agreement" has the meaning assigned in Section 5.09(a).

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"Hedge Agreement" means any Swap Agreement entered into by and between Holdings or any of its Subsidiaries and any Hedge Bank.

"Hedge Bank" means any Person that, at the time it enters into a Swap Agreement with Holdings or any of its Subsidiaries, is or was a Lender or an Affiliate of a Lender, in its capacity as a party to such Swap Agreement.

"Holdings" has the meaning assigned in the preamble hereto. "Honor Date" has the meaning set forth in Section 2.05(c)(i).

"Increased Commitments" has the meaning assigned to such term in Section 2.19(a). "Increasing Lender" has the meaning assigned to such term in Section 2.19(a).

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes and VAT (which, for the avoidance of doubt, shall be dealt with under Section 2.16(i)), imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitee" has the meaning set forth in Section 9.03(b). "Information" has the meaning specified in Section 9.12.

"Interest Election Request" means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.03.

"Interest Paid or Received, Net" means for any period for Holdings and its ConsolidatedSubsidiaries: (i) Consolidated Interest Expense, minus (ii) Interest Received.

"Interest Received" means for any period for Holdings and its Consolidated Subsidiaries,any interest income received in cash in the period in respect of investments of cash and Cash

Equivalents. Except as expressly provided otherwise, the applicable period shall be the fourconsecutive fiscal quarters ending as of the date of determination.

"Interest Payment Date" means (a) with respect to any Daily SOFR Loan, the last Business Day of each March, June, September and December and the applicable Revolving Credit Maturity Date, (b) with respect to any Base Rate Loan, the last Business Day of each March, June, September and December and the applicable Revolving Credit Maturity Date, (c) as to any Alternative Currency Daily Rate Loan, the first Business Day of each month and the applicable Revolving Credit Maturity Date, (d) with respect to any Term Benchmark Loan, the last day of each Interest Period applicable to such Loan and the applicable Revolving Credit Maturity Date; provided, however, that if any Interest Period for a Term Benchmark Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall be Interest Payment Dates.

"Interest Period" means as to each Term Benchmark Loan, the period commencing on the date such Term Benchmark Loan is disbursed or converted to or continued as a Term Benchmark Loan and ending on the date one, three or six months thereafter (in each case, subject to availability for the interest rate applicable to the relevant currency), as selected by the Borrower in its Borrowing Request or, in the case of Term SOFR Loans, such other period that is twelve months or less than one month requested by the Borrower and consented to by all of the relevant Lenders and the Administrative Agent and subject to availability; provided that:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, in the case of a Term Benchmark Loan, such Business Day falls in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period pertaining to a Term Benchmark Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(iii) no Interest Period shall extend beyond the applicable Revolving Credit Maturity Date.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, guaranty or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor undertakes any Guarantee with respect to indebtedness of such other Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. For purposes of covenant

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compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"IRS" means the United States Internal Revenue Service.

"ISP" means, with respect to any Letter of Credit, the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

"Issuer Documents" means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the applicable Issuing Bank and the Borrower (or any Subsidiary) or in favor of the applicable Issuing Bank and relating to such Letter of Credit.

"Issuing Bank" means Bank of America, and any other Lender (subject to such Lender's consent) designated by the Borrower and consented to by the Administrative Agent (such consent not to be unreasonably withheld or delayed) that becomes an Issuing Bank, in each case in its capacity as an issuer of Letters of Credit hereunder, and any successors in such capacity as provided in Section 9.04. An Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"ITA" means the United Kingdom Income Tax Act 2007.

"Latest Maturity Date" means, at any date of determination, the latest Revolving Credit Maturity Date applicable to any Class of Loans or Commitments hereunder at such time, including the latest termination date of any Extended Revolving Commitment, as extended in accordance with this Agreement from time to time.

"Laws" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"L/C Advance" means, with respect to each Revolving Lender, such Revolving Lender's funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage. All L/C Advances shall be denominated in Dollars.

"L/C Borrowing" means an extension of credit resulting from an L/C Disbursement under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Base Rate Borrowing. All L/C Borrowings shall be denominated in Dollars.

"L/C Credit Extension" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

"L/C Disbursement" means a payment made by an Issuing Bank pursuant to a Letter of Credit.

"L/C Exposure" means, at any time, the sum of (a) the aggregate Outstanding Amount of all Letters of Credit at such time plus (b) the aggregate Outstanding Amount of all L/C Disbursements, including Unreimbursed Amounts, that have not yet been reimbursed by or on behalf of the Borrower at such time. The L/C Exposure of any Revolving Lender at any time shall be its Applicable Percentage of the total L/C Exposure at such time. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.11. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"L/C Exposure Sublimit" means, at any time, an amount equal to the lesser of (a) $100,000,000 and (b) the aggregate Revolving Commitments.

"Lender Parties" means, collectively, the Administrative Agent, the Lenders, the Issuing Banks, the Pari Bank Product Providers and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to clause (e) of Article VIII.

"Lenders" means the Persons listed on Schedule 2.01 and any other Person that shall have become a Lender hereunder pursuant to Section 2.19 or pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

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"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent which office may include any Affiliate of such Lender or any domestic or foreign branch of such Lender or such Affiliate. Unless the context otherwise requires each reference to a Lender shall include its applicable Lending Office.

"Letter of Credit" means a standby Letter of Credit issued pursuant to Section 2.05. "Letter of Credit Application" means an application and agreement for the issuance or
amendment of a Letter of Credit in the form from time to time in use by the applicable Issuing Bank.

"Letter of Credit Expiration Date" means the day that is three Business Days prior to (a) the initial Revolving Credit Maturity Date or (b) if the Commitment of each applicable Issuing

Bank is extended pursuant to a Revolving Extension Series, the Latest Maturity Date (or, in each case, if such day is not a Business Day, the next preceding Business Day).

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever in the nature of a security interest (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property and any financing lease having substantially the same economic effect as any of the foregoing).

"Loan Documents" means this Agreement, any Guarantee Agreement, any Issuer Documents, the Fee Letters, any promissory notes executed and delivered pursuant to Section 2.09(e) and any amendments, waivers, supplements or other modifications to any of the foregoing.

"Loan Parties" means the Borrower and any Guarantor.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.

"Manager" means RP Management, LLC, as manager of Holdings and the Borrower.
"Material Adverse Effect" means a material adverse effect on (a) the business, assets, property or financial condition of Holdings and its Subsidiaries taken as a whole, (b) the ability of the Loan Parties to perform their payment obligations under the Loan Documents or (c) the validity or enforceability of this Agreement or any and all other Loan Documents, or the rights and remedies of the Administrative Agent and the Lenders thereunder.

"Material Funded Debt" means Funded Debt (other than the Loans and Letters of Credit), of any one or more of the Loan Parties and their Subsidiaries in an aggregate principal amount exceeding $100,000,000.

"Material Subsidiary" means each Subsidiary Guarantor and any Subsidiary (or group of Subsidiaries as to which a specified condition applies) that would be a "significant subsidiary" under Rule 1-02(w) of Regulation S-X under the Securities Act.

"Maximum Rate" has the meaning assigned to such term in Section 9.14.
"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"New Lender" has the meaning assigned to such term in Section 9.04(b), (d) or (f) as the context may require.

"New RP" has the meaning set forth in the definition of "RPCT Acquisition Transactions".

"Non-Extension Notice Date" has the meaning set forth in Section 2.05(b)(iii). "Non-SOFR Successor Rate" has the meaning set forth in Section 2.07(d).
"Non-U.S. Lender" means any Lender that is not a United States person for U.S. federal income tax purposes.

"Note" means a promissory note made by the Borrower in favor of a Lender evidencing Loans made by such Lender to the Borrower, substantially in the form of Exhibit B.

"Obligations" means all indebtedness (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and other monetary obligations of any of the Loan Parties to any of the Lenders, their Affiliates and the Administrative Agent, individually or collectively, existing on the Effective Date or arising thereafter (direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured

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or unsecured) arising or incurred under this Agreement or any of the other Loan Documents (including under any of the Loans made or reimbursement or other monetary obligations incurred or any of the Letters of Credit or other instruments at any time evidencing any thereof), all Pari Bank Product Obligations (other than Excluded Swap Obligations), in each case whether now existing or hereafter arising, whether all such obligations arise or accrue before or after the commencement of any bankruptcy, insolvency or receivership proceedings (and whether or not such claims, interest, costs, expenses or fees are allowed or allowable in any such proceeding).

"Original Currency" has the meaning assigned in Section 2.17(a).

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.18).

"Outstanding Amount" means (i) with respect to Loans on any date, the Dollar Equivalent amount of the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of such Loans occurring on such date and (ii)

with respect to any L/C Exposure on any date, the Dollar Equivalent amount of the aggregate outstanding amount of such L/C Exposure on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Exposure as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

"Overnight Rate" means, for any day, (a) with respect to any amount denominated in Dollars, the greater of (i) the Federal Funds Rate and (ii) an overnight rate reasonably determined by the Administrative Agent or the applicable Issuing Bank, as the case may be, in accordance with banking industry rules on interbank compensation, and (b) with respect to any amount denominated in an Alternative Currency, an overnight rate reasonably determined by the Administrative Agent or the applicable Issuing Bank, as the case may be, in accordance with banking industry rules on interbank compensation.

"Pari Bank Product Obligations" means Funded Debt, obligations and other liabilities with respect to Bank Products owing by a Loan Party or its Subsidiaries to a Pari Bank Product Provider, that the Borrower, in a written notice to the Administrative Agent, has expressly requested be treated as Pari Bank Product Obligations for purposes hereof; provided, that Pari Bank Product Obligations of a Loan Party or its subsidiaries shall not include its Excluded Swap Obligations.

"Pari Bank Product Provider" means any Person providing a Bank Product that is a Lender or Affiliate or branch of a Lender (x) on the Effective Date with respect to any Bank Product existing on the Effective Date or (y) at the time it enters into an agreement to provide a Bank Product (even though, at a later time of determination, such Person or such Person's Affiliate no longer holds any commitments or Loans hereunder), provided such provider and the Borrower deliver written notice to Administrative Agent, in form and substance satisfactory to Administrative Agent, within 10 days (or such later date as the Administrative Agent may agree) following the later of the Effective Date or the creation of the Bank Product, (i) describing the Bank Product and (ii) agreeing to be bound by Section 10.14.

"Participant" has the meaning set forth in Section 9.04(d).

"Participant Register" has the meaning set forth in Section 9.04(d).

"Participating Member State" means any member state of the European Union that has the Euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"Payments for Operating and Professional Costs" means total consolidated cash operating payments (which to the extent not otherwise included shall include distributions made to the Manager and/or RP Management (Ireland) Limited for the payment of management fees, employee compensation and reimbursement of expenses (before interest payments and tax payments, and provided that to the extent otherwise included therein, cash operating payments do not include payments of purchase price in connection with acquisition or purchase of Royalty

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Assets, including in the form of fixed or variable installment payments, milestone payments, royalty or revenue sharing obligations or research and development payments).

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Activities" means, with respect to any applicable Subsidiary of Holdings, (i) engaging in any transaction in connection with an increase in the Borrower's indirect ownership interest in RP Investments and its Subsidiaries or any similar transaction, (ii) [reserved]; (iii) making distributions to the owners of their equity interests on a ratable basis; (iv) filing tax reports and paying taxes and other customary obligations in the ordinary course (and contest any taxes); (v) preparing reports to governmental authorities and to their direct or indirect equityholders; (vi) holding director and shareholder meetings, preparing organizational records and other organizational activities required to maintain their separate organizational structure or complying with applicable requirements of law; (vii) holding cash, Cash Equivalents and other assets received in connection with permitted distributions or dividends received from, or permitted investments or dispositions made by, them or any of their Subsidiaries or permitted contributions to the capital of, or proceeds from the issuance of equity interests pending the application thereof; (viii) providing indemnification for their officers, directors, members of management, employees and advisors or consultants consistent with past practice; (ix) participating in tax, accounting and other administrative matters; (x) making payments and performing their obligations under any document, agreement and/or investment contemplated by any agreement existing on the Effective Date, including agreements with or in respect of direct or indirect equityholders and including making milestone payments, installment payments, royalty or revenue sharing payments and payments of research and development expenses; (xi) complying with applicable requirements of law (including with respect to the maintenance of their existence); (xii) maintaining their legal existence (including the ability to incur and pay, as applicable, fees, costs and expenses and taxes related to such maintenance); (xiii) solely in the case of a Permitted FinCo, activities contemplated by the definition of "Permitted FinCo", (xiv) the Amendment No. 3 Restructuring Transactions or any Specified New RP Transaction; and
(xv) engaging in activities incidental or reasonably related to any of the foregoing.

"Permitted Bond Hedge Transaction" means (a) any call option or capped call option (or substantively equivalent derivative transaction) on Holdings' common stock purchased by Holdings in connection with an incurrence of Permitted Convertible Indebtedness and (b) any call option or capped call option (or substantively equivalent derivative transaction) replacing or refinancing the foregoing; provided that (x) the sum of (i) the purchase price for any Permitted Bond Hedge Transaction occurring after the Effective Date, plus (ii) the purchase price for any Permitted Bond Hedge Transaction it is refinancing or replacing, if any, minus (iii) the cash proceeds received upon the termination or the retirement of the Permitted Bond Hedge Transaction it is replacing or refinancing, if any, less (y) the sum of (i) the cash proceeds from the sale of the related Permitted Warrant Transaction plus (ii) the cash proceeds from the sale of any Permitted Warrant Transaction refinancing or replacing such related Permitted Warrant Transaction, if any, minus (iii) the amount paid upon termination or retirement of such related

Permitted Warrant Transaction, if any, does not exceed the net cash proceeds from the incurrence of the related Permitted Convertible Indebtedness.

"Permitted Convertible Indebtedness" means Funded Debt of Holdings or any Subsidiary that is (a) convertible or exchangeable into common stock constituting Qualified Equity Interests of Holdings (and cash in lieu of fractional shares) and/or cash (in an amount determined by reference to the price of such common stock) or (b) sold as units with call options, warrants, rights or obligations to purchase (or substantially equivalent derivative transactions) that are exercisable for common stock of Holdings and/or cash (in an amount determined by reference to the price of such common stock).

"Permitted FinCo" mean any special purpose finance Subsidiary of Holdings (other than the Borrower) existing solely for the purpose of (i) issuing or incurring Funded Debt in lieu of Funded Debt that would otherwise be permitted to be issued or incurred by a Loan Party hereunder and (ii) conducting activities and ownership of assets strictly incidental thereto.

"Permitted Holders" means (i) any employee who holds a position of vice president or higher of Holdings or the Manager at the applicable date of determination (each a "PermittedOfficer"), (ii) any director of Holdings on the Effective Date (each, a "Permitted Director" and, together with the Permitted Officers, "Permitted Individuals") and (iii) each of any Permitted Individual and the estate, spouse, sibling, ancestor, heir or lineal descendant of any Permitted Individual, any spouse of any of the foregoing, the legal representatives of any of the foregoing and any bona fide trust of which one or more of the foregoing are the principal beneficiaries or grantors, or any other Person that is controlled by any of the foregoing.

"Permitted Refinancing Indebtedness" means, with respect to any Person, any amendment, modification, refinancing, refunding, renewal, replacement or extension of any Funded Debt of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Funded Debt so modified, refinanced,

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refunded, renewed, replaced or extended except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal, replacement or extension and by an amount equal to any existing commitments unutilized thereunder (in each case, provided that Funded Debt in respect of such existing unutilized commitments is then permitted under Section 6.01) (in each case, it being understood that incurrence of Funded Debt in excess of the principal amount (plus any unpaid accrued interest and premium thereon and other reasonable amounts paid, and fees and expenses reasonably incurred in connection therewith) of the Funded Debt so modified, refinanced, refunded, renewed, replaced or extended (including the amount equal to any existing commitments unutilized thereunder) shall be permitted if such excess amount is then permitted under Section 6.01 and reduces the otherwise permitted Funded Debt under Section 6.01), (b) other than with respect to Permitted Refinancing Indebtedness in respect of Funded Debt permitted pursuant to Section 6.01(d), such modification, refinancing, refunding, renewal, replacement or extension has a final maturity date equal to or later than the earlier of (x) the final maturity date of the Funded Debt so modified, refinanced, refunded, renewed, replaced or

extended and (y) the Latest Maturity Date, (c) other than with respect to Permitted Refinancing Indebtedness in respect of Funded Debt permitted pursuant to Section 6.01(d), such modification, refinancing, refunding, renewal, replacement or extension has a Weighted Average Life to Maturity equal to or greater than the shorter of (x) the remaining Weighted Average Life to Maturity of, the Funded Debt being modified, refinanced, refunded, renewed, replaced or extended and (y) the Weighted Average Life to Maturity of the portion of such Funded Debt being modified, refinanced, refunded, renewed, replaced or extended that matures on or prior to the Latest Maturity Date and (d) to the extent such Funded Debt being modified, refinanced, refunded, renewed, replaced or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal, replacement or extension is subordinated in right of payment to the Obligations on terms, taken as a whole, at least as favorable to the Lenders (in the good faith determination of the Borrower) as those contained in the documentation governing the Funded Debt being modified, refinanced, refunded, renewed, replaced or extended.

"Permitted Warrant Transaction" means any call options, warrants or rights to purchase (or substantively equivalent derivative transactions) on common stock of Holdings purchased by Holdings substantially concurrently with a Permitted Bond Hedge Transaction.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employee pension benefit plan (as defined in Section 3(2) of ERISA) (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Loan Party or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Platform" has the meaning set forth in Section 5.01.

"Portfolio Cash Flow" means for any period for Holdings and its ConsolidatedSubsidiaries, on a Pro Forma Basis: (i) Adjusted EBITDA, minus (ii) Interest Paid or Received,Net; provided that, the deduction in this clause (ii) shall be made without duplication of anyamounts reflected in Adjusted EBITDA by virtue of clause (iv) of the definition of PortfolioReceipts (or clause (v) of such definition to the extent in respect of such clause (iv)).

"Portfolio Receipts" means for any period for Holdings and its Consolidated Subsidiaries, on a Pro Forma Basis, without duplication: (i) total consolidated cash royalty receipts in respect of Royalty Assets, plus (ii) milestone payment receipts in respect of Royalty Assets and any other payments received in respect of Royalty Assets (other than asset sale proceeds), plus (iii) any payments received in respect of strategic alliances, life sciences research agreements or other similar agreements or arrangements, plus (iv) the net cash amount of any payments received and made in such period in respect of Swap Agreements entered into for the purpose of hedging foreign exchange risk ("FX Swap Agreements"), to the extent that such payments relate to the final settlement of any Swap Agreement that matures, in accordance with the terms of (and not, for the avoidance of doubt, as a result of the occurrence of any event of

default or termination event under, or the other early termination, unwinding or liquidation of) such Swap Agreement in any period, minus (v) amounts included in the preceding clauses (i), (ii), (iii) or (iv) paid or distributed by a Subsidiary of the Borrower to non-controlling interests in Royalty Pharma Investments, Royalty Pharma Select or any other non–wholly–owned Subsidiary of the Borrower based on the ownership interest therein of the non-controlling interest, minus
(vi) cash payments in respect of refunds related to amounts described in clause (i) hereof (but not, for the avoidance of doubt, milestone payments or similar payments by Holdings or its applicable affiliate); provided that, (A) clauses (i) through (vi) above shall exclude any payments received or made under Swap Agreements entered into for the purpose of hedging interest rate risk, and any payments

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received or made under any FX Swap Agreements to the extent that such payments are for purposes of posting collateral under such FX Swap Agreements, and (B) to the extent that any payment in clauses (i), (ii), or (iii) above was required to be paid in a particular quarter, but was actually paid in the next succeeding quarter prior to the Borrower delivering a compliance certificate for the prior period, such payment (and any corresponding deduction in respect thereof pursuant to clause (iv) above) shall be deemed as having been paid in the period in which it was required to be paid (but not also in the period actually paid) for purposes of calculating Portfolio Receipts for the relevant periods.

"Preferred Stock" means, as applied to the Equity Interests of a Person, Equity Interest of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over the Equity Interest of any other class of such Person.

"Pricing Level" means the applicable pricing level under the column titled 'Pricing Level' in the table set forth in the definition of "Applicable Rate".

"Pro Forma Basis" means, with respect to any transaction, for purposes of determining compliance with the financial covenants hereunder and for determining the permissibility of other transactions under the this Agreement, that such transaction shall be deemed to have occurred as of the first day of the period of four consecutive fiscal quarters ending as of the end of the most recent fiscal quarter for which annual or quarterly financial statements shall have been delivered in accordance with the provisions hereof. Further, for purposes of making calculations on a "Pro Forma Basis" hereunder, (a) in the case of any disposition, (i) payments and distributions of the type described in clause (i) or (ii) of the definition of Portfolio Receipts, operating expenses of the type described in clause (ii) of the definition of Adjusted EBITDA (in each case determined on a cash basis and whether positive or negative), attributable to the property, entities or business units that are the subject of such disposition shall be excluded to the extent relating to any period prior to the date thereof and (ii) indebtedness paid or retired in connection with such disposition shall be deemed to have been paid and retired as of the first day of the applicable period; and (b) in the case of any acquisition or similar investment, (i) payments and distributions of the type described in clause (i) or (ii) of the definition of Portfolio Receipts, operating expenses of the type described in clause (ii) of the definition of Adjusted EBITDA (in each case determined on a cash basis and whether

positive or negative), attributable to the property, entities or business units that are the subject thereof shall be included for purposes of making calculations on a Pro Forma Basis to the extent relating to any period prior to the date thereof and (ii) indebtedness incurred in connection with any acquisition or similar investment shall be deemed to have been incurred as of the first day of the applicable period (and interest expense shall be imputed for the applicable period assuming prevailing interest rates hereunder).

"Property" has the meaning assigned to such term in the first sentence of Section 6.02. "PTE" means a prohibited transaction class exemption issued by the U.S. Department of
Labor, as any such exemption may be amended from time to time.

"Public Lender" means any Lender that does not wish to receive material non-public information with respect to Holdings, its Subsidiaries or their securities.

"QMA Notice" has the meaning set forth in the definition of "Qualifying Material Acquisition".

"QMA Notice Date" means, with respect to any QMA Notice, the date on which such QMA Notice is delivered to the Administrative Agent.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding $10,000,000 at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other Person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Qualified Equity Interests" means Equity Interests of Holdings or the Borrower other than Disqualified Equity Interests.

"Qualifying Lender" means: (a) a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Loan Document and is: (i) a Lender: (A) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Loan Document and is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the CTA; or (B) in respect of an advance made under a Loan Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made and within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance; or (ii) a Lender which is: (A) a company resident in the United Kingdom for United Kingdom tax

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purposes; (B) a partnership (for United Kingdom tax purposes) each member of which is: (1) a company so resident in the United Kingdom; or (2) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of

any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; (C) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company; or (iii) a Treaty Lender; or (b) a Lender which is a building society (as defined for the purpose of section 880 of the ITA) making an advance under a Loan Document.

"Qualifying Material Acquisition" means any acquisition or other investment, or the last to occur of a series of up to three consecutive or non-consecutive acquisitions or other investments consummated within a period of six consecutive months, if the aggregate amount of consideration paid by Holdings or the applicable subsidiary for such acquisition or other investment (or if applicable, acquisitions or other investments) is in the aggregate at least $500,000,000 and the Borrower has designated such transaction as a "Qualifying Material Acquisition" by written notice (a "QMA Notice") to the Administrative Agent; provided that such QMA Notice shall be irrevocable and the applicable QMA Notice Date must occur on or prior to the date that is 90 days after the consummation of such accusation or investment (or, if applicable, second or third acquisition or investment) (such date of consummation, the "Consummation Date").

"Rate Determination Date" means two (2) Business Days prior to the commencement of such Interest Period (or such other day as is generally treated as the rate fixing day by market practice in such interbank market, as determined by the Administrative Agent; *provided* that, to the extent such market practice is not administratively feasible for the Administrative Agent, then "Rate Determination Date" means such other day as otherwise reasonably determined by the Administrative Agent).

"Recipient" means the Administrative Agent, any Lender, and any Issuing Bank, as applicable.

"Register" has the meaning set forth in Section 9.04(c).

"Regulation S-X" means Regulation S-X under the Securities Act of 1933, as amended.

"Related Parties" means, with respect to any Person, such Person's Affiliates and their respective partners, directors, officers, employees, controlling persons, members, agents, advisors, trustees, administrators and other representatives, successors and permitted assigns of such Person.

"Relevant Rate" means, with respect to any Revolving Loans denominated in (a) Dollars, Term SOFR or Daily SOFR, as applicable, (b) Sterling, SONIA, (c) Canadian Dollars, the Term CORRA Rate, (d) Euros, EURIBOR and (e) for any other Agreed Currency approved in accordance with Section 1.08, the daily rate or term rate designated with respect to such Agreed Currency at the time such Agreed Currency is approved by the Administrative Agent and the relevant Lenders pursuant to Section 1.08(a).

"Removal Effective Date" has the meaning set forth in clause (f)(ii) of Article VIII.

"Required Lenders" means, at any time, Lenders having Revolving Credit Exposure and unused Commitments representing more than 50% of the sum of the total Revolving Credit Exposure and unused Commitments at such time; provided that the Commitment of, and the portion of the Revolving Credit Exposure held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Rescindable Amount" has the meaning as defined in Section 2.17(d).

"Resignation Effective Date" has the meaning set forth in clause (f)(i) of Article VIII.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means (a) the chief executive officer, the president, any executive vice president (including any vice president), the chief financial officer, the treasurer, any assistant treasurer or the controller of the Borrower or another Loan Party, as the context shall require and (b) solely for purposes of notices given pursuant to Article II, any other officer or employee of Holdings, the Borrower or the Manager so designated by any of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of Holdings, the Borrower or the Manager designated in or pursuant to an agreement between Holdings or the Borrower and

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the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of Holdings, the Borrower, another Loan Party or the Manager shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of Holdings, the Borrower or such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of Holdings, the Borrower or such Loan Party.

"Restricted Payments" means any dividend or other distribution (whether in cash, securities or other property (other than Qualified Equity Interests)), with respect to any Equity Interests in Holdings or the Borrower, or any payment (whether in cash, securities or other property (other than Qualified Equity Interests)), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in Holdings or the Borrower or any option, warrant or other right to acquire any such Equity Interests in Holdings or the Borrower.

"Reuters" means Thomson Reuters Corp., Refinitiv, or any successor thereto, as applicable.

"Revaluation Date" means (a) with respect to any Loan, each of the following: (i) each date of a Borrowing of an Alternative Currency Loan, (ii) each date of a continuation of an Alternative Currency Term Rate Loan, and (iii) such additional dates as the Administrative Agent shall determine or the Required Lenders shall require; and (b) with respect to any Letter of Credit, each of the following: (i) each date of issuance of a Letter of Credit denominated in an Alternative Currency, (ii) each date of an amendment of any such Letter of Credit having the

effect of increasing the amount thereof, (iii) each date of any payment by any Issuing Bank under any Letter of Credit denominated in an Alternative Currency, (iv) the first Business Day of each month following the issuance of a Letter of Credit and (v) such additional dates as the Administrative Agent or the Issuing Banks shall determine or the Required Lenders shall require.

"Revolving Commitment" means, (x) until the 2027 Revolving Credit Maturity Date, the 2027 Revolving Commitments and the 2028 Revolving Commitments and (y) from and after the 2027 Revolving Credit Maturity Date, the 2028 Revolving Commitments whether individually or collectively. The initial amount of each Lender's Revolving Commitment is set forth on Schedule 2.01 (after giving effect to the amendment and restatement of the Existing Credit Agreement on the Effective Date) or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Revolving Commitment or any Revolving Extension Amendment to which it is a party, as applicable. The initial aggregate amount of the Lenders' Revolving Commitments as of the Effective Date was $1,500,000,000. The aggregate amount of the Lenders' Revolving Commitments as of the Amendment No. 3 Effective Date (after giving effect to Amendment No. 3) is $1,800,000,000.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding Dollar Equivalent of such Lender's Revolving Loans and L/C Exposure at such time.

"Revolving Credit Maturity Date" means (i) with respect to the 2027 Revolving Commitments made pursuant to Section 2.01, the 2027 Revolving Credit Maturity Date, (ii) with respect to the 2028 Revolving Commitments made pursuant to Section 2.01, the 2028 Revolving Credit Maturity Date, or (iii) with respect to any Extended Revolving Commitments of any Revolving Extension Series, the maturity date set forth in the Revolving Extension Amendment with respect to such Revolving Extension Series; provided in each case that if such day is not a Business Day, the Revolving Credit Maturity Date shall be the Business Day immediately preceding such day.

"Revolving Extension Amendment" has the meaning assigned to such term in Section 2.21(c).

"Revolving Extension Request" has the meaning assigned to such term in Section 2.21(a).

"Revolving Extension Series" has the meaning assigned to such term in Section 2.21(e).

"Revolving Lender" means each Lender that has a Revolving Commitment or that holds Revolving Credit Exposure.

"Revolving Loan" means a Loan made pursuant to Section 2.01.

"Royalty Assets" means (i) intellectual property (including patents) related to, or contractual rights to income derived from the sales of, or revenues generated by, pharmaceutical, medical, health care and/or biopharmaceutical products, processes, devices, or enabling or

delivery technologies that are protected by patents, governmental or other regulations or otherwise by contract, and/or (ii) the securities of entities that hold, directly or indirectly, such interests including, without limitation, securities convertible into the foregoing, and any securities investments or contracts that may provide a hedge for such investments.

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"Royalty Proceeds" means payments due in respect of Royalty Assets, and all other amounts paid or collected in respect of Royalty Assets.

"RP Investments" means Royalty Pharma Investments, a unit trust formed under the laws of the Republic of Ireland.

"RP Investments Concentration Account" means (i) that certain account of RP Investments maintained at Bank of America or an Affiliate thereof as depositary bank as of the Effective Date and (ii) any replacement account in respect of the account described in the immediately preceding clause (i) at any other Approved Financial Institution.

"RPCT" means Royalty Pharma Collection Trust (known prior to August 9, 2011 as Royalty Pharma Finance Trust), a Delaware statutory trust.

"RPCT Acquisition Transactions" means (i) the acquisition by RPI Finance Trust, a Delaware statutory trust, of legal title (as nominee for RPI 2019 ICAV) to the 20% interest in RPCT held prior to such acquisition by RP Select Finance Trust, a Delaware statutory trust, solely using funds provided by Holdings, or a Subsidiary thereof which itself is not RPI 2015 ICAV, RP Investments or a Subsidiary thereof (collectively, "New RP"), after which New RP will have the economic benefit of 20% of the equity interests of RPCT, and Royalty Proceeds related thereto will be swept from RPCT (together with the economic benefit of the equity interests of RPCT owned by New RP prior to the Amendment No. 3 Effective Date) to New RP or such Subsidiary (any similar or other transaction (x) in which New RP acquires Royalty Assets that are owned at such time by RPI 2015 ICAV, RP Investments or any Subsidiary thereof, with the aggregate consideration for all such transactions made in reliance on this sub-clause (x) not exceeding $10,000,000 or (y) in which New RP acquires follow-on Royalty Assets that are not owned at such time by RPI 2015 ICAV, RP Investments or any Subsidiary thereof, but with RPI 2015 ICAV, RP Investments or any Subsidiary thereof acting as nominee purchaser for New RP provided that (1) such nominee purchaser shall receive a full indemnity from New RP solely in connection with any liabilities or other obligations associated with such follow-on Royalty Assets and (2) the proceeds of such follow-on Royalty Assets shall be paid directly by the applicable contract obligors to New RP and not to any other person, in each case of (x) and (y) above so long as any consideration used in such transaction is provided solely by New RP, and after such transaction New RP will have 100% of the economic benefit of such acquired follow-on Royalty Assets and Royalty Proceeds related thereto, a "Specified New RPTransaction") and (ii) the other transactions described on Schedule 1.01.

"RPCT Collections Account" means (i) that certain account of RPCT maintained at Bank of America or an Affiliate thereof as depositary bank as of the Effective Date and (ii) any

replacement account in respect of the account described in the immediately preceding clause (i) at any other Approved Financial Institution.

"RPI 2015 ICAV" means Royalty Pharma Investments ICAV, a collective asset management vehicle formed and existing under the laws of the Republic of Ireland.

"RPI 2019" means RPI 2019 Intermediate Finance Trust, a Delaware statutory trust.

"RPI 2019 Collections Account" means (i) that certain account of RPI 2019 maintained
at Bank of America or an Affiliate thereof as depositary bank as of the Effective Date and (ii) any replacement account in respect of the account described in the immediately preceding clause
(i) at any other Approved Financial Institution.

"RPI 2019 ICAV" means Royalty Pharma Investments 2019 ICAV, a collective asset management vehicle formed and existing under the laws of the Republic of Ireland.

"S&P" means S&P Global Ratings, and any successor thereto.

"Same Day Funds" means (a) with respect to disbursements and payments in Dollars, immediately available funds, and (b) with respect to disbursements and payments in an Alternative Currency, same day or other funds as may be reasonably determined by the Administrative Agent or the Issuing Banks, as the case may be, to be customary in the place of disbursement or payment for the settlement of international banking transactions in the relevant Alternative Currency.

"Sanction(s)" means any economic or financial sanction or trade embargoes administered or enforced by the U.S. government, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or the U.S. State Department, the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority to the extent applicable to Holdings or any of its Subsidiaries.

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"Sanctioned Country" means any country or territory to the extent that such country or territory itself is the subject of any comprehensive, territorial Sanctions (currently, Crimea Region of Ukraine, Cuba, Iran, North Korea, Syria, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic).

"Sanctioned Person" means at any time any Person, subject to any Sanctions, including:
(i) listed on any Sanctions-related list of designated or blocked Persons; (ii) ordinarily resident in, or organized under the laws of a Sanctioned Country; or (iii) owned directly or indirectly, fifty percent or more (individually or in the aggregate) or otherwise controlled by any of the foregoing.

"Scheduled Unavailability Date" has the meaning assigned in Section 2.07(c)(ii).

"SEC" means the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority succeeding to any of its principal functions.

"SLP Interests" means the special limited partnership interests in RPI US Partners, LP, RPI US Partners II, LP, RPI International Partners, LP and RPI International Partners II, LP that were exchanged into limited partnership interests of equivalent value in RPI US Partners 2019, LP or RPI International Partners 2019, LP, as applicable.

"SOFR" means the Secured Overnight Financing Rate as administered by the SOFR Administrator.

"SOFR Adjustment" means with respect to Daily SOFR, 0.10% (10 basis points) per annum and with respect to Term SOFR, 0.10% (10 basis points) per annum.

"SOFR Administrator" means the Federal Reserve Bank of New York, as the administrator of SOFR, or any successor administrator of SOFR designated by the Federal Reserve Bank of New York or other Person acting as the SOFR Administrator at such time that is satisfactory to the Administrative Agent.

"SOFR Scheduled Unavailability Date" has the meaning specified in Section 2.07(c). "SOFR Successor Rate" has the meaning specified in Section 2.07(c).
"SONIA" means, with respect to any applicable determination date, the Sterling Overnight Index Average Reference Rate published on the fifth Business Day preceding such date on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time); provided however that if such determination date is not a Business Day, SONIA means such rate that applied on the first Business Day immediately prior thereto.

"SONIA Adjustment" means, with respect to SONIA, 0.0326% per annum.

"Special Notice Currency" means at any time an Alternative Currency, other than the currency of a country that is a member of the Organization for Economic Cooperation and Development at such time located in North America or Europe.

"Specified currency" has the meaning assigned in Section 2.20.

"Specified New RP Transaction" has the meaning set forth in the definition of "RPCT Acquisition Transactions".

"Specified Person" means any Person in which the Borrower holds a direct or indirect beneficial or other ownership interest.

"Spot Rate" for a currency means the rate determined by the Administrative Agent or the applicable Issuing Bank, as applicable, to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through

its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date as of which the foreign exchange computation is made; provided that the Administrative Agent or the applicable Issuing Bank may obtain such spot rate from another financial institution designated by the Administrative Agent or the applicable Issuing Bank if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency; and provided further that the applicable Issuing Bank may use such spot rate quoted on the date as of which the foreign exchange computation is made in the case of any Letter of Credit denominated in an Alternative Currency.

"Sterling" and "£" mean the lawful currency of the United Kingdom.

"Subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the ordinary voting power for

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the election of directors or other governing body are at the time beneficially owned, directly or indirectly, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent. Unless expressly stated otherwise or the context requires otherwise, Subsidiary shall mean a Subsidiary of Holdings.

"Subsidiary Guarantor" means each subsidiary (other than the Borrower) of Holdings that is required to provide a Guarantee of the Obligations pursuant to Section 5.09(a).

"Successor Rate" has the meaning assigned to it in Section 2.07(d).

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or the Subsidiaries shall be a Swap Agreement.

"Swap Obligations" of any Person means all obligations (including, without limitation, any amounts which accrue after the commencement of any bankruptcy or insolvency proceeding with respect to such Person, whether or not allowed or allowable as a claim under any proceeding under any Debtor Relief Law) of such Person in respect of any Swap Agreement.

"TARGET Day" means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) payment system (or, if such payment system ceases to be operative, such other payment system (if any) determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euro.

"Tax Confirmation" means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Loan Document is either: (a) a company resident in the United Kingdom for United Kingdom tax purposes; (b) a

partnership (for United Kingdom tax purposes) each member of which is: (i) a company so resident in the United Kingdom; or (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Benchmark Borrowing" means any Borrowing of Term Benchmark Loans. "Term Benchmark Loan" means a Term SOFR Loan or an Alternative Currency Term
Rate Loan, as applicable.

"Term SOFR" means, (a) for any Interest Period with respect to a Term SOFR Loan, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period; *provided* that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, plus the SOFR Adjustment for such Interest Period and (b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to the Term SOFR Screen Rate with a term of one month commencing that day; provided that if Term SOFR determined in accordance with either of the foregoing provisions (a) or (b) of this definition would otherwise be less than zero, Term SOFR shall be deemed zero for purposes of this Agreement.

"Term SOFR Borrowing" means any Borrowing of Term SOFR Loans.

"Term SOFR Loan" means a Loan that bears interest at a rate based on clause (a) of the definition of Term SOFR.

"Term SOFR Scheduled Unavailability Date" has the meaning specified in Section2.07(c).

"Term SOFR Screen Rate" means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Administrative Agent) and published on the applicable Reuters screen page (or such other commercially available

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source providing such quotations as may be designated by the Administrative Agent from time to time).

"Test Period" means the period of four consecutive fiscal quarters of Holdings ending on a specified date.

"Transactions" means the execution, delivery and performance by the Loan Parties of this Agreement and the other Loan Documents, the borrowing of Loans, the use of the proceeds thereof, the issuance of Letters of Credit hereunder and the payment of fees and expenses hereunder.

"Treaty Lender" means a Lender which: (a) is treated as a resident of a Treaty State for the purposes of the Treaty; (b) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the Loan is effectively connected; and (c) meets all other conditions in the Treaty for full exemption from Tax imposed by the United Kingdom on interest payable to that Lender in respect of an advance under a Loan Document and has completed all procedural requirements which are within the control of the Lender.

"Treaty State" means a jurisdiction having a double taxation agreement (a "Treaty") with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on interest.

"Triggering Funded Debt" means Funded Debt of a Loan Party (or Funded Debt guaranteed by a Loan Party) owed to one or more Persons, other than a Loan Party or any Subsidiary of a Loan Party, that has an aggregate principal amount and/or committed amount at any one time outstanding and/or committed in excess of $250,000,000.

"Type" means (a) with respect to a Loan, its character as a Base Rate Loan, a Daily SOFR Loan, a Term SOFR Loan, an Alternative Currency Daily Rate Loan or an Alternative Currency Term Rate Loan and (b) with respect to a Borrowing, its character as a Base Rate Borrowing, a Daily SOFR Borrowing, a Term SOFR Borrowing, an Alternative Currency Daily Rate Borrowing or an Alternative Currency Term Rate Borrowing.

"U.S. Government Securities Business Day" means any Business Day, except any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

"U.S. Person" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"UK" and "United Kingdom" each mean the United Kingdom of Great Britain and Northern Ireland.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook

(as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Non-Bank Lender" means: (i) where a Lender is a party to this Agreement on the date of this Agreement, a Lender which is designated as a UK Non-Bank Lender in Schedule 2.16(f); and (ii) where a Lender becomes a party to this Agreement after the date of this Agreement, a Lender which gives a Tax Confirmation in the relevant documentation which it executes on becoming a Lender under this Agreement.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"UK Tax Deduction" means a deduction or withholding for or on account of Tax imposed by the United Kingdom from a payment under this Agreement, other than a withholding required by FATCA.

"United States Tax Compliance Certificate" has the meaning set forth in Section 2.16(f). "Unreimbursed Amount" has the meaning set forth in Section 2.05(c)(i).

"VAT" means: (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

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"Voting Stock" means the Equity Interests of any Person that is ordinarily entitled to vote in the election of the Board of Directors of such Person.

"Weighted Average Life to Maturity" means, when applied to any Funded Debt at any date, the number of years obtained by dividing (a) the then outstanding aggregate principal amount of such Funded Debt into (b) the sum of the total of the products obtained by multiplying
(i) the amount of each then remaining scheduled installment, sinking fund, serial maturity or other required payment of principal including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment.

"wholly owned" means, with respect to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (x) director's qualifying shares and (y) shares issued to foreign nationals to the extent required by applicable Law) are owned by such Person and/or by one or more wholly owned Subsidiaries of such Person.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Type (e.g. a "Term SOFR Loan").

SECTION 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, refinanced, restated, replaced or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04 Accounting Terms; GAAP.

(a) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, (i) if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have

become effective until such notice shall have been withdrawn or such provision amended in accordance herewith and (ii) notwithstanding anything in GAAP to the contrary, for purposes of all financial calculations hereunder, the amount of any Funded Debt (including Permitted Convertible Indebtedness) outstanding at any time shall be the stated principal amount thereof and the effects of FASB ASC 825 and FAB ASC 470-20 on financial liabilities shall be disregarded (except to the extent such Funded Debt provides by its terms for the accretion of principal, in which case the amount of such Funded Debt at any time shall be its accreted amount at such time).

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(b) Notwithstanding anything to the contrary herein, for purposes of determining compliance with any test or covenant or the compliance with or availability of any basket contained in this Agreement, the Consolidated Leverage Ratio and the ConsolidatedPortfolio Cash Flow Ratioshall eachbe calculated with respect to such period on a Pro Forma Basis.

SECTION 1.05 Payments on Business Days. When the payment of any Obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day and such extension of time shall be reflected in computing interest or fees, as the case may be; provided that, with respect to any payment of interest on or principal of Term Benchmark Loans, if such extension would cause any such payment to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day.

SECTION 1.06 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time. Any reference herein and in the Loan Documents to a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division or plan of division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation), as if it were a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of a limited liability company shall constitute a separate Person hereunder (and each division of any limited liability company that is a Subsidiary, joint venture or any other like term shall also constitute such a Person or entity).

SECTION 1.07 Rounding. Any financial ratios required to be maintained by Holdings and its Subsidiaries pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

SECTION 1.08 Additional Alternative Currencies.

(a) The Borrower may from time to time request that Loans be made and/or Letters of Credit be issued in a currency other than Dollars and those specifically listed in the definition of "Alternative Currency"; provided that such requested currency is a lawful currency (other than Dollars) that is readily available and freely transferable and convertible into Dollars. In the case of any such request with respect to the making of Alternative Currency Loans, such request shall be subject to the approval of the Administrative Agent and each of the Revolving Lenders; and in the case of any such request with respect to the issuance of Letters of Credit, such request shall be subject to the approval of the Administrative Agent and the applicable Issuing Bank.

(b) Any such request shall be made to the Administrative Agent not later than 11:00 a.m., twenty (20) Business Days prior to the date of the desired Credit Event (or such other time or date as may be agreed by the Administrative Agent and, in the case of any such request pertaining to Letters of Credit, the Issuing Banks, in its or their sole discretion). In the case of any such request pertaining to Alternative Currency Loans, the Administrative Agent shall promptly notify each Revolving Lender thereof; and in the case of any such request pertaining to Letters of Credit, the Administrative Agent shall promptly notify the applicable Issuing Bank thereof. Each Revolving Lender (in the case of any such request pertaining to Revolving Loans) or the applicable Issuing Bank (in the case of a request pertaining to Letters of Credit) shall notify the Administrative Agent, not later than 11:00 a.m., ten (10) Business Days after receipt of such request whether it consents, in its sole discretion, to the making of Alternative Currency Loans or the issuance of Letters of Credit, as the case may be, in such requested currency.

(c) Any failure by a Revolving Lender or an Issuing Bank, as the case may be, to respond to such request within the time period specified in the preceding sentence shall be deemed to be a refusal by such Revolving Lender or such Issuing Bank, as the case may be, to permit Alternative Currency Loans to be made or Letters of Credit to be issued in such requested currency. If the Administrative Agent and all the Revolving Lenders consent to making Alternative Currency Loans in such requested currency, the Administrative Agent shall so notify the Borrower and (i) the Administrative Agent and such Revolving Lenders may amend the definition of Alternative Currency Daily Rate or Alternative Currency Term Rate to the extent necessary to add the applicable rate for such currency and any applicable adjustment for such rate and (ii) to the extent the definition of Alternative Currency Daily Rate or Alternative Currency Term Rate, as applicable, has been amended to reflect the appropriate rate for such currency, such currency shall thereupon be deemed for all purposes to be an Alternative Currency for purposes of any Borrowings of Alternative Currency Loans. If the Administrative Agent and an Issuing Bank consent to the issuance of Letters of Credit in such requested currency, the Administrative Agent shall so notify the

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Borrower and (i) the Administrative Agent and such Issuing Bank may amend the definition of Alternative Currency Daily Rate or Alternative Currency Term Rate, as applicable, to the extent necessary to add the applicable rate

for such currency and any applicable adjustment for such rate and (ii) to the extent the definition of Alternative Currency Daily Rate or Alternative Currency Term Rate, as applicable, has been amended to reflect the appropriate rate for such currency, such currency shall thereupon be deemed for all purposes to be an Alternative Currency hereunder for purposes any Letter of Credit issuances. If the Administrative Agent shall fail to obtain consent to any request for an additional currency under this Section 1.08, the Administrative Agent shall promptly so notify the Borrower, and the Borrower may replace such non-consenting Lender, subject to Section 2.18(b).

SECTION 1.09 Change of Currency.

(a) Each obligation of the Borrower to make a payment denominated in the national currency unit of any member state of the European Union that adopts the Euro as its lawful currency after the date hereof shall be redenominated into Euro at the time of such adoption (in accordance with the EMU Legislation). If, in relation to the currency of any such member state, the basis of accrual of interest expressed in this Agreement in respect of that currency shall be inconsistent with any convention or practice in the interbank market for the basis of accrual of interest in respect of the Euro, such expressed basis shall be replaced by such convention or practice with effect from the date on which such member state adopts the Euro as its lawful currency; provided that if any Borrowing in the currency of such member state is outstanding immediately prior to such date, such replacement shall take effect, with respect to such Borrowing, at the end of the then current Interest Period.

(b) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify to be appropriate to reflect the adoption of the Euro by any member state of the European Union and any relevant market conventions or practices relating to the Euro.

(c) Each provision of this Agreement also shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify to be appropriate to reflect a change in currency of any other country and any relevant market conventions or practices relating to the change in currency.

SECTION 1.10 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

SECTION 1.11 Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the Dollar Equivalent of the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the Dollar Equivalent of the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

SECTION 1.12 Interest Rates. The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to the rates in the definition of "Alternative Currency Daily Rate", "Daily SOFR", "Term SOFR", "Alternative Currency Term Rate" or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternative or replacement for or successor to any such rate or the effect of any of the foregoing, or of any Conforming Changes.

SECTION 1.13 Exchange Rates; Currency Equivalents.

(a) The Administrative Agent or the applicable Issuing Bank, as applicable, shall determine the Spot Rates as of each Revaluation Date to be used for calculating Dollar Equivalent amounts of Credit Events and Outstanding Amounts denominated in Alternative Currencies. Such Spot Rates shall become effective as of such Revaluation Date and shall be the Spot Rates employed in converting any amounts between the applicable currencies until the next Revaluation Date to occur. Except for purposes of financial statements delivered by Loan Parties hereunder or calculating financial covenants hereunder or except as otherwise provided herein, the applicable amount of any currency (other than Dollars) for purposes of the Loan Documents shall be such Dollar Equivalent amount as so determined by the Administrative Agent or the applicable Issuing Bank, as applicable.

(b) Wherever in this Agreement in connection with a Borrowing, conversion, continuation or prepayment of a Loan or the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Borrowing, Loan or Letter of Credit is denominated in an Alternative Currency, such amount shall be the relevant

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Alternative Currency Equivalent of such Dollar amount (rounded to the nearest unit of such Alternative Currency, with 0.5 of a unit being rounded upward), as determined by the Administrative Agent or the applicable Issuing Bank, as the case may be.

SECTION 1.14 Limited Condition Transactions. Notwithstanding anything to the contrary herein (including in connection with any calculation made on a Pro Forma Basis), to the extent that the terms of this Agreement require (i) compliance with any financial ratio or financial test (including Section 6.06) hereof, any Consolidated Leverage Ratio test,Consolidated Portfolio Cash FlowRatio test or Consolidated Coverage Ratio test and/or any cap expressed as a percentage of Adjusted EBITDA, (ii) accuracy of any representation or warranty and/or the absence of a Default or Event of Default (or any type of Default or Event of Default) or (iii) compliance with any basket or other condition (including any basket measured as a percentage of Adjusted EBITDA), as a condition to (A) the consummation of any transaction (including in connection with any acquisition, consolidation, business combination or similar Investment or the assumption or incurrence of Funded Debt), (B) the making of any distributions and/or (C) the making of any prepayment of Funded Debt, the determination of whether the relevant condition is satisfied may be made, at the election of the Borrower, (1) in the case of any acquisition, consolidation, business combination or similar Investment, any disposition, any incurrence of Funded Debt or any transaction relating thereto, at the time of (or on the basis of the

financial statements for the most recently ended four consecutive fiscal quarters at the time of) either (x) the execution of the definitive agreement with respect to such acquisition, consolidation, business combination, similar Investment or disposition (or, in connection with an acquisition, consolidation or business combination to which the United Kingdom City Code on Takeovers and Mergers applies, the date on which a "Rule 2.7 Announcement" of a firm intention to make an offer is made or to which the Irish Takeover Panel Act 1997 Takeover Rules 2007 applies, the date on which a "Rule 2.5 Announcement" of a firm intention to make an offer is made) or the establishment of a commitment with respect to such Funded Debt or (y) the consummation of such acquisition, consolidation, business combination, Investment or disposition or the incurrence of such Funded Debt, (2) in the case of any distributions, at the time of (or on the basis of the financial statements for the most recently ended four consecutive fiscal quarters at the time of) either (x) the declaration of such distributions or (y) the making of such distributions and (3) in the case of any prepayment of Funded Debt, at the time of (or on the basis of the financial statements for the most recently ended four consecutive fiscal quarters at the time of) either (x) delivery of notice with respect to such prepayment of Funded Debt or (y) the making of such prepayment of Funded Debt, in each case, after giving effect on a Pro Forma Basis to the relevant acquisition, consolidation, business combination or similar Investment, distributions and/or prepayment of Funded Debt, incurrence of Funded Debt or other transaction (including the intended use of proceeds of any Funded Debt to be incurred in connection therewith) and, with respect to any other acquisition, consolidation, business combination or similar Investment, distributions, prepayment of Funded Debt, incurrence of Funded Debt or other transaction that has not been consummated but with respect to which the Borrower has elected to test any applicable condition prior to the date of consummation in accordance with this Section 1.14 (a "Previously Elected Transaction"), assuming that such Previously Elected Transaction has been consummated and that such Previously Elected Transaction has not been consummated. For the avoidance of doubt, if the Borrower shall have elected the option set forth in clause (x) of any of the preceding clauses (1), (2) or (3) in respect of any transaction, then the Borrower shall only be required to satisfy the applicable test or condition at the time set forth in such clause (x) with respect to such transaction, and shall not be required to satisfy the applicable test or condition at any subsequent time with respect to such transaction. For the avoidance of doubt, the provisions of this Section 1.14 shall apply in respect of the incurrence of any Increased Commitment or any other incurrence or assumption of Funded Debt.

ARTICLE II

The Credits

SECTION 2.01 Commitments.

Subject to the terms and conditions set forth herein, each Revolving Lender severally agrees to make Revolving Loans to the Borrower in Dollars or Alternative Currencies from time to time during the Availability Period in an aggregate principal amount that will not result in (i) the Dollar Equivalent of such Lender's Revolving Credit Exposure exceeding such Lender's

Revolving Commitment or (ii) subject to Section 1.13, the Dollar Equivalent of the total Revolving Credit Exposures exceeding the sum of the total Revolving Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Revolving Loans.

SECTION 2.02 Loans and Borrowings.

(a) Each Loan shall be made as part of a Borrowing consisting of Loans of the same Type made by the Lenders ratably in accordance with their respective Revolving Commitments. From and after the Amendment No. 3 Effective Date, any Loans

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shall be allocated on a pro rata basis across the 2028 Revolving Loans and the 2027 Revolving Loans. From and after the 2027 Revolving Credit Maturity Date, such Loans shall not include 2027 Revolving Loans. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to Section 2.07, each Borrowing shall be comprised entirely of Base Rate Loans, Daily SOFR Loans, Alternative Currency Daily Rate Loans or Term Benchmark Loans as the Borrower may request in accordance herewith. Each Base Rate Loan shall only be made in Dollars. Each Lender at its option may make any Term Benchmark Loan or Daily RFR Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) Each Borrowing of, conversion to or continuation of Loans (other than Base Rate Loans) shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple (or, if not an integral multiple, the entire available amount) and not less than the Borrowing Minimum. Each Borrowing of, conversion to or continuation of Base Rate Loans shall be in an aggregate amount that is an integral multiple of $1,000,000 and not less than
$1,000,000; provided that Term Benchmark Loans, Daily RFR Loans and Base Rate Loans may be in an aggregate amount that is equal to the entire unused balance of the total Revolving Commitments or that is required to finance the reimbursement of an L/C Disbursement as contemplated by Section 2.05(c). Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of ten (10) Term Benchmark Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested would end after the applicable Revolving Credit Maturity Date.

SECTION 2.03 Requests for Borrowings. To request a Borrowing, a conversion of Loans from one Type to the other or a continuation of Term Benchmark Loans, the Borrower shall irrevocably notify the Administrative Agent of such request by (A) telephone or (B) a written Borrowing Request in a form attached hereto as Exhibit C or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or

electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower; provided that any telephonic notice must be confirmed immediately by hand delivery or telecopy or transmission by electronic communication in accordance with Section 9.01(b) to the Administrative Agent of a written Borrowing Request. Each such Borrowing Request must be received by the Administrative Agent not later than noon (i) one Business Day prior to the requested date of any Borrowing of or conversion to Daily SOFR Loans, or any conversion of Daily SOFR Loans to Base Rate Loans,
(ii) three Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Term SOFR Loans denominated in Dollars or of any conversion of Term SOFR Loans denominated in Dollars to Base Rate Loans, (iii) four Business Days (or five Business Days in the case of a Special Notice Currency or an Alternative Currency Daily Rate Borrowing denominated in Sterling) prior to the requested date of any Borrowing or continuation of Loans denominated in Alternative Currencies, and (iv) on the requested date of any Borrowing of Base Rate Loans; provided, however, that if the Borrower wishes to request Term Benchmark Loans having an Interest Period other than one, three or six months in duration as provided in the definition of "Interest Period," the applicable notice must be received by the Administrative Agent not later than noon (i) four Business Days prior to the requested date of such Borrowing, conversion or continuation of Term SOFR Loans denominated in Dollars, or (ii) five Business Days (or six Business Days in the case of a Special Notice Currency) prior to the requested date of such Borrowing, conversion or continuation of Alternative Currency Term Rate Loans, whereupon the Administrative Agent shall give prompt notice to the applicable Lenders of such request and determine whether the requested Interest Period is acceptable to all of them. Not later than 12:00 noon (i) three Business Days before the requested date of such Borrowing, conversion or continuation of Term SOFR Loans denominated in Dollars, or (ii) four Business Days (or five Business Days in the case of a Special Notice Currency) prior to the requested date of such Borrowing, conversion or continuation of Alternative Currency Term Rate Loans, the Administrative Agent shall notify the Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all the applicable Lenders. Each Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the aggregate amount of the requested Borrowing, conversion or continuation;

(ii) the date of such Borrowing, conversion or continuation, which shall be a Business Day;

(iii) [reserved];

(iv) whether such Borrowing, conversion or continuation is to be a Base Rate Borrowing, a Daily SOFR Borrowing, a Term SOFR Borrowing, an Alternative Currency Daily Rate Borrowing or an Alternative Currency Term Rate Borrowing;

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(v) the currency in which such Borrowing is to be made, which shall be Dollars or an Alternative Currency;

(vi) in the case of a Term Benchmark Borrowing, the Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period";

(vii) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.06;

(viii) whether the Borrower is requesting a new Borrowing, a conversion of Loans from one Type to the other, or a continuation of Term Benchmark Loans; and

(ix) the Type of Loans to be borrowed or to which existing Loans are to be converted; provided that, for the avoidance of doubt, the Borrower shall not be required to specify whether any Borrowing would consist of 2027 Revolving Loans and/or 2028 Revolving Loans.

If the Borrower fails to specify a currency in a Borrowing Request requesting a Borrowing, then the Loans so requested shall be made in Dollars. If no election as to the Type of Borrowing is specified, then, in the case of a Borrowing denominated in Dollars to the Borrower, the requested Borrowing shall be a Base Rate Borrowing. In the case of a failure to timely request a conversion or continuation of Term Benchmark Loans, any Loans denominated in Dollars shall be continued as Base Rate Loans in Dollars and any Loans in any other Alternative Currency shall be continued as Alternative Currency Term Rate Loans in their original currency with an Interest Period of one month's duration. If no Interest Period is specified with respect to any requested Term Benchmark Borrowing or conversion or continuation of Term Benchmark Loans, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Any automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Term SOFR Loans. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount (and currency) of such Lender's Loan to be made as part of the requested Borrowing. Except as otherwise provided herein, a Term Benchmark Loan may be continued or converted only on the last day of an Interest Period for such Term Benchmark Loan. During the existence of a Default, no Loans may be requested as, converted to or continued as Term Benchmark Loans without the consent of the Required Lenders, and the Required Lenders may demand that any or all of the then outstanding Alternative Currency Term Rate Loans be prepaid, or redenominated into Dollars in the amount of the Dollar Equivalent thereof, on the last day of the then current Interest Period with respect thereto. No Loan may be converted into or continued as a Loan denominated in a different currency, but instead must be prepaid in the original currency of such Loan and reborrowed in the other currency.

SECTION 2.04 [Reserved]. SECTION 2.05 Letters of Credit.

(a) The Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) each Issuing Bank agrees, in reliance upon the agreements of the Revolving Lenders set forth in this Section 2.05, (1) from time to time on any Business Day during the period from the Effective Date until the Letter of Credit Expiration Date, to issue Letters of Credit denominated in Dollars or in one or more Alternative Currencies for the account of Holdings or any of its Subsidiaries, and to amend or extend Letters of Credit previously issued by it, in accordance with subsection (b) below, and (2) to honor drawings under the Letters of Credit; and (B) the Revolving Lenders severally agree to participate in Letters of Credit issued for the account of Holdings or any of its Subsidiaries and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the aggregate L/C Exposure shall not exceed the L/C Exposure Sublimit, (y) the total Revolving Credit Exposures shall not exceed the total Revolving Commitments and (z) such issuing Bank's Credit Exposure shall not exceed its Revolving Commitment; and providedfurther that no Issuing Bank shall be required to issue commercial letters of credit. Each request by the Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(ii) No Issuing Bank shall issue any Letter of Credit, if: (A) subject to Section 2.05(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Required Lenders and the applicable Issuing Bank have approved such expiry date; or (B) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless the Administrative Agent and the applicable Issuing Bank have approved such expiry date (it being understood that in the event the expiry date of any requested Letter of Credit would occur

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after the Letter of Credit Expiration Date, from and after the Letter of Credit Expiration Date, the Borrower shall immediately Cash Collateralize the then Outstanding Amount of all L/C Exposure in accordance with Section 2.05(g)).

(iii) No Issuing Bank shall be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Bank from issuing such Letter of Credit, or any Law applicable to such Issuing Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Issuing Bank shall prohibit, or request that such Issuing Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Bank is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon such Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which such Issuing Bank in good faith deems material to it;

(B) the issuance of such Letter of Credit would violate one or more policies of such Issuing Bank applicable to letters of credit generally;

(C) except as otherwise agreed by the Administrative Agent and such Issuing Bank, such Letter of Credit is in an initial stated amount less than $500,000;

(D) except as otherwise agreed by the Administrative Agent and such Issuing Bank, such Letter of Credit is to be denominated in a currency other than Dollars or an Alternative Currency;

(E) such Issuing Bank does not as of the issuance date of such requested Letter of Credit issue Letters of Credit in the requested currency;

(F) such Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder; or

(G) a default of any Revolving Lender's obligations to fund under Section 2.05(c) exists or any Revolving Lender is at such time a Defaulting Lender hereunder, unless such Issuing Bank has entered into satisfactory arrangements (in such Issuing Bank's sole and absolute discretion) with the Borrower or such Revolving Lender to eliminate such Issuing Bank's risk with respect to such Revolving Lender (after giving effect to Section 2.22(c)).

(iv) No Issuing Bank shall amend any Letter of Credit if such Issuing Bank would not be permitted at such time to issue such Letter of Credit in its amended form under the terms hereof.

(v) No Issuing Bank shall be under any obligation to amend any Letter of Credit if (A) such Issuing Bank would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(vi) Each Issuing Bank shall act on behalf of the Revolving Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and each Issuing Bank shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article VIII with respect to any acts taken or omissions suffered by such Issuing Bank in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article VIII included such Issuing Bank with respect to such acts or omissions, and (B) as additionally provided herein with respect to such Issuing Bank.

(b) Procedures for Issuance and Amendment of Letters of Credit;Auto-Extension Letters of Credit.

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the applicable Issuing Bank (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower. Such Letter of Credit Application must be received by the applicable Issuing Bank and the Administrative Agent not later than noon at least two Business Days (or such later date and time as the applicable Issuing Bank may agree in a particular instance in its sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the applicable Issuing Bank: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount and currency thereof; (C) the expiry date thereof; (D)

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the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as the applicable Issuing Bank may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the applicable Issuing Bank (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the nature of the proposed amendment; and (D) such other matters as the applicable Issuing Bank may require. Additionally, the Borrower shall furnish to the applicable Issuing Bank and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the applicable Issuing Bank or the Administrative Agent may reasonably require.

(ii) Promptly after receipt of any Letter of Credit Application, the applicable Issuing Bank will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, such Issuing Bank will provide the Administrative Agent with a copy thereof. Unless an Issuing Bank has received written notice from any Revolving Lender, the Administrative Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article IV shall not then be satisfied, then, subject to the terms and conditions hereof, such Issuing Bank shall, on the requested date, issue a Letter of Credit for the account of the Borrower (or the applicable Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with such Issuing Bank's usual and customary business practices. Immediately upon the issuance of each Letter of Credit by an Issuing Bank, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from such Issuing Bank a risk participation in such Letter of Credit in an amount equal to the

product of such Lender's Applicable Percentage times the amount of such Letter of Credit.

(iii) If the Borrower so requests in any applicable Letter of Credit Application, the applicable Issuing Bank may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letterof Credit"); provided that any such Auto-Extension Letter of Credit must permit the applicable Issuing Bank to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the applicable Issuing Bank, the Borrower shall not be required to make a specific request to an Issuing Bank for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the applicable Issuing Bank to permit the extension of such Letter of Credit; provided, however, that no Issuing Bank shall permit any such extension if (A) such Issuing Bank has determined that it would not be permitted at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.05(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is ten Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Required Lenders have elected not to permit such extension or (2) from the Administrative Agent, or any Revolving Lender or the Borrower that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, and in each such case directing such Issuing Bank not to permit such extension.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the applicable Issuing Bank will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the applicable Issuing Bank shall notify the Borrower and the Administrative Agent thereof. In the case of a Letter of Credit denominated in an Alternative Currency, the Borrower shall reimburse the applicable Issuing Bank in such Alternative Currency, unless (A) such Issuing Bank (at its option) shall have specified in such notice that it will require reimbursement in Dollars, or (B) in the absence of any such requirement for reimbursement in Dollars, the Borrower shall have notified such Issuing Bank promptly following receipt of the notice of drawing that the Borrower will reimburse such Issuing Bank in Dollars. In the case of any such reimbursement in Dollars of a drawing under a Letter of Credit denominated in an Alternative Currency, the applicable Issuing Bank shall notify the Borrower of the Dollar

Equivalent of the amount of the drawing promptly following the determination thereof. Not later than noon on the Business Day following any payment by an Issuing Bank under a Letter of Credit to be reimbursed in Dollars, or the Applicable Time on the

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Business Day following any payment by an Issuing Bank under a Letter of Credit to be reimbursed in an Alternative Currency (each such date, an "Honor Date"), the Borrower shall reimburse such Issuing Bank through the Administrative Agent in an amount equal to the amount of such drawing and in the applicable currency. In the event that (A) a drawing denominated in an Alternative Currency is to be reimbursed in Dollars pursuant to the second sentence in this Section 2.05(c)(i) and (B) the Dollar amount paid by the Borrower on the date of payment by the Borrower (whether on or after the Honor Date) shall not be adequate on the date of such payment to purchase in accordance with normal banking procedures a sum denominated in the Alternative Currency equal to the drawing, the Borrower agrees, as a separate and independent obligation, to indemnify the applicable Issuing Bank for the loss resulting from its inability on that date to purchase the Alternative Currency in the full amount of the drawing. If the Borrower fails to so reimburse such Issuing Bank by such time, the Administrative Agent shall promptly notify each Revolving Lender of the Honor Date, the amount of the unreimbursed drawing (expressed in Dollars in the amount of the Dollar Equivalent thereof in the case of a Letter of Credit denominated in an Alternative Currency) (the "UnreimbursedAmount"), and the amount of such Revolving Lender's Applicable Percentage thereof. In such event, the Borrower shall be deemed to have requested a Revolving Credit Borrowing of Base Rate Loans to be disbursed on the Business Day following the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, but subject to the amount of the unutilized portion of the Revolving Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Borrowing Request). Any notice given by the applicable Issuing Bank or the Administrative Agent pursuant to this Section 2.05(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Lender shall upon any notice pursuant to Section 2.05(c)(i) make funds available to the Administrative Agent for the account of the applicable Issuing Bank, in Dollars, at the Administrative Agent's office for Dollar-denominated payments in an amount equal to its Applicable Percentage of the Unreimbursed Amount not later than 2:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.05(c)(iii), such Revolving Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the applicable Issuing Bank in Dollars.

(iii) If any drawing under any Letter of Credit is not reimbursed on the date of drawing, the Dollar Equivalent of the amount of such drawing shall accrue interest at the rate applicable to Base Rate Revolving Loans; provided that with respect to any Unreimbursed Amount in respect of a Letter of Credit that is not fully refinanced by a

Borrowing of Base Rate Loans because the conditions set forth in Section 4.02 cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the applicable Issuing Bank an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Revolving Lender's payment to the Administrative Agent for the account of the applicable Issuing Bank pursuant to Section 2.05(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.05.

(iv) Until each Revolving Lender funds its Revolving Loan or L/C Advance pursuant to this Section 2.05(c) to reimburse an Issuing Bank for any amount drawn under any Letter of Credit, interest in respect of such Lender's Applicable Percentage of such amount shall be solely for the account of such Issuing Bank.

(v) Each Revolving Lender's obligation to make Revolving Loans or L/C Advances to reimburse each Issuing Bank for amounts drawn under Letters of Credit issued by it, as contemplated by this Section 2.05(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Lender may have against such Issuing Bank, the Borrower, any Subsidiary or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Revolving Loans pursuant to this Section 2.05(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the Borrower of a Borrowing Request). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse an Issuing Bank for the amount of any payment made by such Issuing Bank under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Lender fails to make available to the Administrative Agent for the account of an Issuing Bank any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this Section 2.05(c) by the time specified in Section 2.05(c)(ii), then, without limiting the other provisions of this Agreement, such Issuing Bank shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such Issuing

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Bank at a rate per annum equal to the applicable Overnight Rate from time to time in effect, plus any administrative, processing or similar fees customarily charged by such Issuing Bank in connection with the foregoing. If such Revolving Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Lender's Revolving Loan included in the relevant Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of an Issuing Bank submitted to any Lender (through the Administrative

Agent) with respect to any amounts owing under this clause (vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after an Issuing Bank has made a payment under any Letter of Credit and has received from any Revolving Lender such Revolving Lender's L/C Advance in respect of such payment in accordance with Section 2.05(c), if the Administrative Agent receives for the account of such Issuing Bank any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Revolving Lender its Applicable Percentage thereof in Dollars and in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of an Issuing Bank pursuant to Section 2.05(c)(i) is required to be returned under any of the circumstances described in Section 9.08 (including pursuant to any settlement entered into by such Issuing Bank in its discretion), each Revolving Lender shall pay to the Administrative Agent for the account of such Issuing Bank its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Revolving Lender, at a rate per annum equal to the applicable Overnight Rate from time to time in effect. The obligations of the Revolving Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Obligations Absolute. The obligation of the Borrower to reimburse each Issuing Bank for each drawing under each Letter of Credit issued by it and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:
(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document; (ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the applicable Issuing Bank or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction; (iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit; (iv) waiver by any Issuing Bank of any requirement that exists for such Issuing Bank's protection and not the protection of any Loan Party or any Subsidiary or any waiver by any Issuing Bank which does not in fact materially prejudice the Borrower; (v) honor of a demand for payment presented electronically even if such Letter of Credit requires that demand be in the form of a draft; (vi) any payment made by the applicable

Issuing Bank in respect of an otherwise complying item presented after the date specified as the expiration date of, or the date by which documents must be received under, such Letter of Credit if presentation after such date is authorized by the UCC, the ISP or the UCP, as applicable; (vii) any payment by such Issuing Bank under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by such Issuing Bank under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; (viii) any adverse change in the relevant exchange rates or in the availability of the relevant Alternative Currency to the Borrower or any Subsidiary or in the relevant currency markets generally; or (ix) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any Subsidiary. The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will promptly notify the applicable Issuing Bank. The Borrower shall be conclusively deemed to have waived any such claim against the applicable Issuing Bank and its correspondents unless such notice is given as aforesaid.

(f) Role of Issuing Banks. Each Revolving Lender and the Borrower agree that, in paying any drawing under any Letter of Credit, no Issuing Bank shall have any responsibility to obtain any document (other than any sight draft, certificates and

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documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the Issuing Banks, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of any Issuing Bank shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the Issuing Banks, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of any Issuing Bank shall be liable or responsible for any of the matters described in clauses (i) through (ix) of Section 2.05(e); provided, however, that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against any Issuing Bank, and such Issuing Bank may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by such Issuing Bank's willful misconduct or gross negligence or such Issuing Bank's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing,

each Issuing Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and such Issuing Bank shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason. The applicable Issuing Bank may send a Letter of Credit or conduct any communication to or from the beneficiary via the Society for Worldwide Interbank Financial Telecommunication ("SWIFT") message or overnight courier, or any other commercially reasonable means of communicating with a beneficiary.

(g) Cash Collateral.

(i) Upon the request of the Administrative Agent, (A) if any Issuing Bank has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, or (B) if, as of the Letter of Credit Expiration Date, any L/C Exposure for any reason remains outstanding, the Borrower shall, in each case, immediately Cash Collateralize the then Outstanding Amount of all L/C Exposure attributable to the Letters of Credit issued for the benefit of the Borrower.

(ii) [reserved.]

(iii) The Administrative Agent may, at any time and from time to time after the initial deposit of Cash Collateral, request that additional Cash Collateral be provided in order to protect against the results of exchange rate fluctuations.

(iv) In the event of an Event of Default, upon the request of the Required Lenders, the Borrower shall immediately Cash Collateralize the then L/C Exposure of all Revolving Lenders.

(h) Applicability of ISP. Unless otherwise expressly agreed by the Issuing Banks and the Borrower when a Letter of Credit is issued, the rules of the ISP shall apply to each Letter of Credit. Notwithstanding the foregoing, no Issuing Bank shall be responsible to the Borrower for, and each Issuing Bank's rights and remedies against the Borrower shall not be impaired by, any action or inaction of such Issuing Bank required or permitted under any Law, order, or practice (which practice is stated in the ISP, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade - International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice) that is required or permitted to be applied to any Letter of Credit or this Agreement, including the Law or any order of a jurisdiction where such Issuing Bank or the beneficiary is located, the practice stated in the ISP, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade - International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such law or practice.

(i) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(j) Letters of Credit Issued for Subsidiaries or the Borrower. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary of Holdings (other than the Borrower), the Borrower shall be obligated to reimburse the applicable Issuing Bank hereunder for any and all drawings under such Letter of Credit. The

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Borrower hereby acknowledges that the issuance of Letters of Credit for the account of such Subsidiaries inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

(k) Release of Lenders' Obligations. Notwithstanding anything to the contrary contained herein or in any other Loan Document, in the event that (i) an Issuing Bank shall have issued, in accordance with Section 2.05(a)(ii)(B), a Letter of Credit with an expiry date occurring after the Letter of Credit Expiration Date and (ii) the Borrower shall have Cash Collateralized the Outstanding Amount of all such L/C Exposure in respect of such Letter of Credit pursuant to Section 2.14, then, upon the provision of such Cash Collateral and without any further action, each Lender hereunder shall be automatically released from any further obligation to the applicable Issuing Bank in respect of such Letter of Credit, including, any obligation of any such Lender to reimburse the applicable Issuing Bank for amounts drawn under such Letter of Credit or to purchase any risk participation therein; provided, however, that all such obligations of each Lender hereunder to the applicable Issuing Bank in respect of such Letter of Credit shall be revived if any Cash Collateral provided by the Borrower in respect of such Letter of Credit is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or applicable Issuing Bank) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such Cash Collateral had not been provided. The obligations of the Lenders under this paragraph shall survive termination of this Agreement.

SECTION 2.06 Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer in Same Day Funds (i) in the case of Loans denominated in Dollars by 2:00 p.m., New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's Applicable Percentage or other percentage provided for herein and (ii) in the case of each Loan denominated in an Alternative Currency by the Applicable Time specified by the Administrative Agent for such currency. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to (x) an account designated by the Borrower in the applicable Borrowing Request, in the case of Loans denominated in Dollars and (y) an account of the Borrower in the relevant jurisdiction and designated by the Borrower in the applicable Borrowing Request, in the case of Loans denominated in an Alternative Currency; provided that Base Rate Revolving Loans made to

finance the reimbursement of an L/C Disbursement as provided in Section 2.05(c) shall be remitted by the Administrative Agent to the relevant Issuing Bank.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed time of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the Overnight Rate plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing or (ii) in the case of the Borrower, the interest rate applicable to Base Rate Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. If the Borrower pays such amount to the Administrative Agent, the amount so paid shall constitute a repayment of such Borrowing by such amount. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrower or any other Loan Party may have against any Lender as a result of any default by such Lender hereunder.

SECTION 2.07 Market Disruption; Inability to Determine Rates(a) .

(a) Notwithstanding the satisfaction of all conditions referred to in Article II and Article IV with respect to any Borrowing to be effected in any Alternative Currency, if (i) there shall occur on or prior to the date of such Borrowing any change in national or international financial, political or economic conditions or currency exchange rates or exchange controls which would in the reasonable opinion of the Administrative Agent, the relevant Issuing Bank (if such Credit Event is a Letter of Credit) or the Required Lenders make it impracticable for the applicable Alternative Currency Term Rate Borrowings or Letters of Credit comprising such Credit Event to be denominated in the Alternative Currency specified by the Borrower or (ii) the Dollar Equivalent of such currency is not readily calculable, then the Administrative Agent shall forthwith give notice thereof to the Borrower, the Lenders and, if such Credit Event is a Letter of Credit, the relevant Issuing Bank, and such Credit Events shall not be denominated in such Alternative Currency but shall, except as otherwise set forth in Section 2.06, be made on the date of such Credit Event in Dollars, (a) if such Credit Event is a

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Borrowing, in an aggregate principal amount equal to the Dollar Equivalent of the aggregate principal amount specified in the related Borrowing Request or Interest Election Request, as the case may be, unless the Borrower notifies the Administrative Agent at least one (1) Business Day before such date that (i) it elects not to borrow on such date or (ii) it elects to borrow on such date in a different Alternative Currency, as the case may be, in which the denomination of such Loans would, in the reasonable opinion of the Administrative Agent or the Required Lenders, as applicable, be practicable and in an aggregate principal amount equal to the Dollar Equivalent of the aggregate principal amount

specified in the related Borrowing Request or Interest Election Request, as the case may be or (b) if such Credit Event is a Letter of Credit, in a face amount equal to the Dollar Equivalent of the face amount specified in the related request or application for such Letter of Credit, unless the Borrower notifies the Administrative Agent at least one (1) Business Day before such date that (i) it elects not to request the issuance of such Letter of Credit on such date or (ii) it elects to have such Letter of Credit issued on such date in a different currency, as the case may be, in which the denomination of such Letter of Credit would in the reasonable opinion of the relevant Issuing Bank, the Administrative Agent or the Required Lenders, as applicable, be practicable and in face amount equal to the Dollar Equivalent of the face amount specified in the related request or application for such Letter of Credit, as the case may be.

(b) Inability to Determine Rates. If in connection with any request for a Term Benchmark Loan or Daily RFR Loan or a conversion of a Base Rate Loan to a Term Benchmark Loan or Daily RFR Loan or a continuation of any Term Benchmark Loan, as applicable, (i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (A) no Successor Rate for the Relevant Rate for the applicable Agreed Currency has been determined in accordance with Section 2.07(c) or Section 2.07(d) and the circumstances under clauses (i) of Section 2.07(c) or Section 2.07(d), or any of the Scheduled Unavailability Date, the SOFR Scheduled Unavailability Date or the Term SOFR Scheduled Unavailability Date has occurred with respect to such Relevant Rate (as applicable), or (B) adequate and reasonable means do not otherwise exist for determining the Relevant Rate for the applicable Agreed Currency for any determination date(s) or requested Interest Period, as applicable, with respect to a proposed Term Benchmark Loan or Daily RFR Loan or in connection with an existing or proposed Base Rate Loan, or (ii) the Administrative Agent or the Required Lenders determine that for any reason that the Relevant Rate with respect to a proposed Loan denominated in an Agreed Currency for any requested Interest Period or determination date(s) does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrower and each Lender.

Thereafter, (1) if the circumstances under clause (i) of Section 2.07(c) or clause (ii) of this Section 2.07(b) have occurred with respect to the Term SOFR Screen Rate only or the Term SOFR Scheduled Unavailability Date has occurred prior to the occurrence of the SOFR Scheduled Unavailability Date, the obligation of the Lenders to make or maintain Term SOFR Loans, or to convert Base Rate Loans into Term SOFR Loans, shall be suspended in each case to the extent of the affected Interest Period (*provided* that if the affected Interest Period is one month the utilization of the Term SOFR component in determining the Base Rate shall be suspended) and (2) otherwise, the obligation of the Lenders to make or maintain Daily SOFR Loans, Term SOFR Loans or Loans in the affected currencies, as applicable, or to convert Base Rate Loans to Daily SOFR or Term SOFR Loans or Loans in the affected currencies, as applicable, shall be suspended in each case to the extent of the affected Loans or Interest Period or determination date(s), as applicable, in each case until the Administrative Agent (or, in the case of a determination by the Required Lenders described in clause (ii) of this Section 2.07(b), until the Administrative Agent upon instruction of the Required Lenders) revokes such notice.

Upon receipt of such notice, (i) the Borrower may revoke any pending request for a Borrowing of, or conversion to Daily SOFR Loans or Term SOFR Loans, or Borrowing of, or continuation of Alternative Currency Loans to the extent of the affected Alternative Currency Loans or Interest Period or determination date(s), as applicable or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans and (ii) (A) any outstanding Daily SOFR or Term SOFR Loans shall be deemed to have been converted to Base Rate Loans immediately and (B) any outstanding affected Alternative Currency Loans, at the Borrower's election, shall either (1) be converted into a Borrowing of Base Rate Loans denominated in Dollars in the Dollar Equivalent of the amount of such outstanding Alternative Currency Loan immediately, in the case of an Alternative Currency Daily Rate Loan or at the end of the applicable Interest Period, in the case of an Alternative Currency Term Rate Loan or (2) be prepaid in full immediately, in the case of an Alternative Currency Daily Rate Loan, or at the end of the applicable Interest Period, in the case of an Alternative Currency Term Rate Loan; provided that if no election is made by the Borrower (x) in the case of an Alternative Currency Daily Rate Loan, by the date that is three Business Days after receipt by the Borrower of such notice or (y) in the case of an Alternative Currency Term Rate Loan, by the last day of the current Interest Period for the applicable Alternative Currency Term Rate Loan, the Borrower shall be deemed to have elected clause (1) above.

(c) Replacement of SOFR or SOFR Successor Rate. Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Borrower or Required Lenders notify the Administrative Agent (with, in the case of the Required Lenders, a copy to the Borrower) that the Borrower or Required Lenders (as applicable) have determined, that:

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(i) adequate and reasonable means do not exist for ascertaining (1) the Term SOFR Screen Rate because the Term SOFR Screen Rate is not available or published on a current basis or (2) SOFR because SOFR is not available or published on a current basis and, in each case, such circumstances are unlikely to be temporary;

(ii) the Applicable Authority or CME has made a public statement identifying a specific date after which SOFR or the Term SOFR Screen Rate, respectively, shall or will no longer be made available, or permitted to be used for determining the interest rate of syndicated loans denominated in Dollars, or shall or will otherwise cease, provided that, in each case, at the time of such statement, there is no successor administrator that is satisfactory to the Administrative Agent that will continue to provide SOFR or the Term SOFR Screen Rate, as the case may be (the date on which SOFR is no longer available permanently or indefinitely, the "SOFR Scheduled Unavailability Date"; the date on which the Term SOFR Screen Rate is no longer available permanently or indefinitely, the "Term SOFR Scheduled Unavailability Date"); or

(iii) or if the events or circumstances of the type described in Section2.07(c)(i) or (ii) have occurred with respect to the SOFR Successor Rate then in effect, then the Administrative Agent and the Borrower may amend this Agreement solely for the purpose of

replacing SOFR for Dollars or any then current SOFR Successor Rate for Dollars in accordance with this Section 2.07 with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar credit facilities syndicated and agented in the
U.S. and denominated in Dollars for such alternative benchmarks, and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar credit facilities syndicated and agented in the
U.S. and denominated in Dollars for such benchmarks, which adjustment or method for calculating such adjustment shall be published on an information service as selected by the Administrative Agent from time to time in its reasonable discretion and may be periodically updated (and any such proposed rate, including for the avoidance of doubt, any adjustment thereto, a "SOFR Successor Rate"), and any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Borrower unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders object to such amendment; *provided* that, if any of the events or circumstances of the type described in clause (i) of Section 2.07(c) have occurred with respect to the Term SOFR Screen Rate only or the Term SOFR Scheduled Unavailability Date has occurred prior to the occurrence of the SOFR Scheduled Unavailability Date, the SOFR Successor Rate shall automatically be deemed to be Daily SOFR.

(d) Replacement of Relevant Rate or Successor Rate. Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Borrower or Required Lenders notify the Administrative Agent (with, in the case of the Required Lenders, a copy to the Borrower) that the Borrower or Required Lenders (as applicable) have determined, that:

(i) adequate and reasonable means do not exist for ascertaining the Relevant Rate (other than SOFR) for an Agreed Currency (other than Dollars) because none of the tenors of such Relevant Rate (other than SOFR) under this Agreement is available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) the Applicable Authority has made a public statement identifying a specific date after which all tenors of the Relevant Rate (other than SOFR) for an Agreed Currency (other than Dollars) under this Agreement shall or will no longer be representative or made available, or permitted to be used for determining the interest rate of syndicated loans denominated in such Agreed Currency (other than Dollars), or shall or will otherwise cease, provided that, in each case, at the time of such statement, there is no successor administrator that is satisfactory to the Administrative Agent that will continue to provide such representative tenor(s) of the Relevant Rate (other than SOFR) for such Agreed Currency (other than Dollars) (the latest date on which all tenors of the Relevant Rate for such Agreed Currency (other than Dollars) under this Agreement are no longer representative or available permanently or indefinitely, the "Scheduled Unavailability Date");

or if the events or circumstances of the type described in Section 2.07(c)(i) or (ii) have occurred with respect to the Successor Rate then in effect, then, the Administrative Agent and the Borrower may amend this Agreement solely for the purpose of replacing the Relevant Rate for an Agreed Currency (other than Dollars) or any then current Successor Rate for an Agreed Currency (other than Dollars) in accordance with this Section 2.07 with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar credit facilities syndicated and agented in the U.S. and denominated in such Agreed Currency for such alternative benchmarks, and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar credit facilities syndicated and agented in the U.S. and denominated in such Agreed

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Currency for such benchmarks, which adjustment or method for calculating such adjustment shall be published on an information service as selected by the Administrative Agent from time to time in its reasonable discretion and may be periodically updated (and any such proposed rate, including for the avoidance of doubt, any adjustment thereto, a "Non-SOFR Successor Rate", and collectively with the SOFR Successor Rate, each a "Successor Rate"), and any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Borrower unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders object to such amendment.

(e) Successor Rate. The Administrative Agent will promptly (in one or more notices) notify the Borrower and each Lender of the implementation of any Successor Rate.

Any Successor Rate shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Administrative Agent, such Successor Rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than zero the Successor Rate will be deemed to be zero for the purposes of this Agreement and the other Loan Documents.

In connection with the implementation of a Successor Rate, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

For the purposes of this Section 2.07, those Lenders that either have not made, or do not have an obligation under this Agreement to make, the relevant Loans in the relevant Alternative Currency shall be excluded from any determination of Required Lenders.

SECTION 2.08 Termination and Reduction of Commitments.

(a) Unless previously terminated, all Revolving Commitments of any Class shall terminate on the applicable Revolving Credit Maturity Date with respect to such Class.

(b) The Borrower may at any time terminate, or from time to time reduce, the Revolving Commitments; provided that (i) each reduction of the Revolving Commitments shall be in an amount that is an integral multiple of $1,000,000 and not less than $5,000,000, (or, if less, the remaining amount of the Revolving Commitments), (ii) the Borrower shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.10, the total Revolving Credit Exposures would exceed the total Revolving Commitments.

(c) The Borrower shall notify the Administrative Agent by telephone (confirmed by telecopy or transmission by electronic communication in accordance with Section 9.01(b)) of any election to terminate or reduce any Class of Revolving Commitments under paragraph (b) of this Section not later than 12:00 p.m. three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of Revolving Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or instruments of Funded Debt, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of Revolving Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

(d) For the avoidance of doubt and notwithstanding anything herein to the contrary, the 2027 Revolving Commitment of each 2027 Revolving Credit Lender shall terminate on the 2027 Revolving Credit Maturity Date, all 2027 Revolving Loans and other amounts payable hereunder to such 2027 Revolving Credit Lenders shall become due and payable on such 2027 Revolving Credit Maturity Date and the total Commitment of the Lenders hereunder shall be reduced by the 2027 Revolving Commitments of 2027 Revolving Credit Lenders so terminated on such 2027 Revolving Credit Maturity Date.

SECTION 2.09 Repayment of Loans; Evidence of Debt.

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(a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan of any Class made to the Borrower on the Revolving Credit Maturity Date with respect to such Class in the currency of such Loan.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record
(i) the amount of each Loan made hereunder, the currency and Type thereof and the Interest Period, if any, applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or
(c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein absent manifest error; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans made by it be evidenced by promissory notes. In such event, the Borrower shall prepare, execute and deliver to such Lender promissory notes payable to such Lender and its registered assigns and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory notes and interest thereon shall at all times (including after assignment pursuant to Section 9.04 of this Agreement) be represented by one or more promissory notes in such form payable to the payee named therein and its registered assigns.

(f) For the avoidance of doubt, all repayments of Revolving Loans hereunder shall be made to Revolving Lenders ratably among the Lenders in accordance with their respective Commitments (except for any repayments required to be made to the 2027 Revolving Credit Lenders upon the 2027 Revolving Credit Maturity Date, which payment shall be made to the 2027 Revolving Credit Lenders ratably among such Lenders in accordance with their respective Commitments).

SECTION 2.10 Prepayment of Loans.

(a) Optional Prepayments. (1) The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, without premium or penalty, subject to prior notice given in accordance with paragraph (a)(ii) of this Section, or otherwise in form and substance reasonably acceptable to the Administrative Agent.

(ii) The Borrower shall notify the Administrative Agent by telephone (confirmed by telecopy or transmission by electronic communication in accordance with Section 9.01(b)) of any prepayment hereunder (i) (x) in the case of prepayment of Daily SOFR or Term SOFR Loans, not later than 12:00 noon, New York City time, three (3) Business Days before the date of prepayment, or (y) four Business Days (or five, in the case of prepayment of Loans denominated in Special Notice Currencies) prior to any date of prepayment of Alternative Currency Loans denominated in Alternative Currencies or
(ii) in the case of prepayment of a Base Rate Borrowing, not later than noon, New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion

thereof to be prepaid; provided that, a notice of repayment delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or instruments of Funded Debt or the occurrence of any other specified event, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount equal to the Borrowing Minimum or a whole multiple in an amount equal to the Borrowing Multiple in excess thereof. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the notice of prepayment. Prepayments pursuant to this Section 2.10(a) shall be accompanied by accrued interest to the extent required by Section 2.12 and shall be subject to Section 2.15.

(b) Mandatory Prepayment.

If the Administrative Agent notifies the Borrower at any time that the Revolving Credit Exposure at such time exceeds an amount equal to 105% of the Revolving Commitments then in effect, then, within two Business Days after receipt of such notice, the Borrower shall prepay Loans and/or Cash Collateralize the L/C Exposure in an aggregate amount sufficient to reduce such Revolving

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Credit Exposure as of such date of payment to an amount not to exceed 100% of the Revolving Commitments then in effect; provided, however, that the Borrower shall not be required to Cash Collateralize the L/C Exposures pursuant to this Section 2.10(b) unless after the prepayment in full of the Loans, the Revolving Credit Exposure exceeds the Revolving Commitments then in effect. The Administrative Agent may, at any time and from time to time after the initial deposit of such Cash Collateral for the L/C Exposure, reasonably request that additional Cash Collateral be provided in order to protect against the results of further material exchange rate fluctuations.

Not later than the fifth Business Day prior to the 2027 Revolving Credit Maturity Date the Borrower shall make prepayments of Revolving Loans and shall Cash Collateralize Letters of Credit, such that, after giving effect to such prepayments and such provision of cash collateral, the aggregate Revolving Credit Exposure as of such date will not exceed the 2028 Revolving Commitments (and the Borrower shall not be permitted thereafter to request any Revolving Loan or any issuance, amendment, renewal or extension of a Letter of Credit if, after giving effect thereto, the aggregate Revolving Credit Exposure would exceed the 2028 Revolving Commitments).

(c) For the avoidance of doubt, all prepayments of Revolving Loans hereunder shall be made to Revolving Lenders on a pro rata basis. From and after the 2027 Revolving Credit Maturity Date, such Revolving Lenders shall not include 2027 Revolving Credit Lenders.

SECTION 2.11 Fees.

(a) Unused Commitment Fees.

The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Applicable Percentage, an unused commitment fee in Dollars equal to the Applicable Unused Commitment Fee Rate times the actual daily amount by which the aggregate Revolving Commitments exceed the sum of (i) the Outstanding Amount of Loans and (ii) the Outstanding Amount of L/C Exposure, subject to adjustment as provided in Section 2.22. The unused commitment fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Effective Date, and on the last day of the Availability Period. The unused commitment fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Unused Commitment Fee Rate during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Unused Commitment Fee Rate separately for each period during such quarter that such Applicable Unused Commitment Fee Rate was in effect. All unused commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) Letter of Credit Fees.

The Borrower agrees to pay (i) to the Administrative Agent for the account of each Revolving Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the Applicable Rate for Letter of Credit Fees on the actual daily Dollar Equivalent of such Lender's L/C Exposure (excluding any portion thereof attributable to unreimbursed L/C Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Revolving Commitment terminates and the date on which such Lender ceases to have any L/C Exposure and (ii) to each Issuing Bank a fronting fee, which shall accrue at a rate set forth in a separate fee letter on the actual daily Dollar Equivalent of the L/C Exposure (excluding any portion thereof attributable to unreimbursed L/C Disbursements) attributable to Letters of Credit issued by such Issuing Bank during the period from and including the Effective Date to but excluding the latest date of termination of any Class of the Revolving Commitments and the date on which there ceases to be any L/C Exposure, as well as such Issuing Bank's standard fees and commissions with respect to the issuance, amendment, cancellation, negotiation, transfer, presentment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Unless otherwise specified above, participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third (3rd) Business Day following such last day, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which any applicable Class of Revolving Commitments terminate and any such fees accruing after the date on which such Revolving Commitments terminate shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this paragraph shall be payable within ten (10) days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) [Reserved].

(d) The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

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(e) All fees payable hereunder shall be paid on the dates due, in Dollars and in Same Day Funds, to the Administrative Agent (or to the relevant Issuing Bank, in the case of fees payable to it) for distribution, in the case of unutilized commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances.

SECTION 2.12 Interest.

(a) The Loans comprising each Base Rate Borrowing shall bear interest at the Base Rate in effect from time to time plus the Applicable Rate.

(b) The Loans comprising each Term SOFR Borrowing shall bear interest at Term SOFR for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) The Loans comprising each Alternative Currency Term Rate Borrowing shall bear interest at the Alternative Currency Term Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(d) The Loans comprising each Daily SOFR Borrowing shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to Daily SOFR plus the Applicable Rate.

(e) The Loans comprising each Alternative Currency Daily Rate Borrowing shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Alternative Currency Daily Rate plus the Applicable Rate.

(f) Notwithstanding the foregoing, at any time (x) an Event of Default has occurred and is continuing under clauses (h), (i) or (j) of Section 7.01 or (y) if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, then such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount, upon the request of the Required Lenders, 2% plus the rate applicable to Base Rate Loans as provided in paragraph (a) of this Section (the "Default Rate").

(g) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Loans, upon the termination of any Class of Revolving Commitments; provided that (i) interest accrued pursuant to paragraph (f) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of a Base Rate Revolving Loan prior to the end of the

Availability Period, for which interest will be paid on the applicable Interest Payment Date), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Term Benchmark Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(h) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest (i) computed by reference to the Base Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), (ii) for Borrowings denominated in Sterling shall be computed on the basis of a year of 365 days, and in each case, shall be payable for the actual number of days elapsed (including the first day but excluding the last day) and (iii) in the case of interest in respect of Loans denominated in Alternative Currencies as to which market practice differs from the foregoing, shall be computed in accordance with such market practice. The applicable Base Rate, Term SOFR, Daily SOFR, Alternative Currency Term Rate or Alternative Currency Daily Rate shall be determined by the Administrative Agent in accordance with the provisions of this Agreement, and such determination shall be conclusive absent manifest error.

SECTION 2.13 [Reserved]. SECTION 2.14 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any Issuing Bank;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes and (B) Excluded Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

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(iii) impose on any Lender or any Issuing Bank or applicable interbank market any other condition affecting this Agreement or Term Benchmark Loans or Daily RFR Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Loan under this Agreement or of maintaining its obligation to make any such Loan (including pursuant to any conversion of any Borrowing denominated in any currency into a Borrowing denominated in any other currency) or to increase the cost to such Lender or such Issuing Bank of participating in, issuing or maintaining any Letter of Credit (including pursuant to any conversion of any Borrowing denominated in any currency into a Borrowing denominated in any other currency) or to reduce the amount of any sum received or receivable by such Lender or such Issuing Bank hereunder, whether of principal, interest or otherwise (including pursuant to any conversion of any Borrowing denominated in any currency into a Borrowing denominated in any other currency), in each case by an amount deemed by such Lender or such Issuing Bank to be material in the context of its making of, and participation in, extensions of credit under this Agreement, then, upon the request of such Lender or such Issuing Bank, the Borrower will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines in good faith that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy or liquidity), then from time to time, upon the request of such Lender or such Issuing Bank, the Borrower will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or an Issuing Bank setting forth in reasonable detail the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within ten (10) days (or such later date as may be agreed by the applicable Lender) after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 135 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 135-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) A Lender's or Issuing Bank's claim for additional amounts pursuant to this Section 2.14 shall be generally consistent with such Lender's or such Issuing Bank's treatment of customers of such Lender or Issuing Bank that such Lender or Issuing Bank considers, in its reasonable discretion, to be similarly situated as the Borrower.

SECTION 2.15 Break Funding Payments. In the event of (a) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or as a result of any prepayment pursuant to Section 2.10), (b) the conversion of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Term Benchmark Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.10 and is revoked in accordance therewith) or (d) the assignment of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.18, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense (excluding loss of anticipated profit) attributable to such event. Such loss, cost or expense to any Lender may be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at Term SOFR or Alternative Currency Term Rate, as applicable, that would have been applicable to such Loan (and excluding any Applicable Rate), for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in the relevant currency of a

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comparable amount and period from other banks in the eurocurrency market. A certificate of any Lender setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within ten (10) days (or such later date as may be agreed by the applicable Lender) after receipt thereof.

SECTION 2.16 Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account ofTaxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Laws. If any Loan Party or the Administrative Agent shall be required by any applicable Laws (as determined in good faith by the Administrative Agent or Loan Party) to withhold or deduct any Taxes from any payment, then (A) such Loan Party or the Administrative Agent, as required by such Laws, shall withhold or make such deductions as are required and in the minimum amount required by Law, (B) such Loan Party or the Administrative Agent, to the extent required by such Laws, shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with such Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 2.16) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) Increased Payments in respect of UK Tax Deductions. A payment by the Borrower (or by the Guarantor in its capacity as guarantor in respect of the Borrower's obligation

to pay) shall not be increased under subsection (a)(C) above by reason of a UK Tax Deduction if, on the date on which the payment falls due:

(i) the payment could have been made to the relevant Lender without a UK Tax Deduction if the Lender had been a Qualifying Lender, but on that date that Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty or any published practice or published concession of any relevant taxing authority; or

(ii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (a)(ii) of the definition of Qualifying Lender and: (A) an officer of HM Revenue & Customs has given (and not revoked) a direction (a "Direction") under section 931 of the ITA which relates to the payment and that Lender has received from the obligor making the payment or from the Borrower a certified copy of that Direction; and (B) the payment could have been made to the Lender without any UK Tax Deduction if that Direction had not been made; or

(iii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (a)(ii) of the definition of Qualifying Lender and: (A) the relevant Lender has not given a Tax Confirmation to the Borrower; and (B) the payment could have been made to the Lender without any UK Tax Deduction if the Lender had given a Tax Confirmation to the Borrower, on the basis that the Tax Confirmation would have enabled the Borrower to have formed a reasonable belief that the payment was an "excepted payment" for the purpose of section 930 of the ITA; or

(iv) the relevant Lender is a Treaty Lender and the Loan Party making the payment is able to demonstrate that the payment could have been made to the Lender without the UK Tax Deduction had that Lender complied with its obligations under subsection (f)(iii)(A), (f)(iii)(B) or (f)(iii)(C) (as applicable) below.

(c) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes, except any such Other Taxes imposed with respect to an assignment or participation (other than an assignment made pursuant to Section 2.18).

(d) Tax Indemnifications.

(i) Each of the Loan Parties shall indemnify each Recipient, and shall make payment in respect thereof within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.16) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto,

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whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority, provided that the foregoing indemnity shall not apply to any Indemnified Taxes which would have been compensated for by an increased payment under subsection (a) above but was not so compensated solely because one or more of the exclusions in subsection (b) applied. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or an Issuing Bank (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or an Issuing Bank, shall be conclusive absent manifest error.

(ii) Each Lender and each Issuing Bank shall, and does hereby, severally indemnify, and shall make payment in respect thereof within 10 days after written demand therefor, (x) the Administrative Agent against any Indemnified Taxes attributable to such Lender or such Issuing Bank (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Party to do so), (y) the Administrative Agent and the Loan Party, as applicable, against any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(d) relating to the maintenance of a Participant Register and (z) the Administrative Agent against any Excluded Taxes attributable to such Lender or such Issuing Bank, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent or any Loan Party, as applicable, shall be conclusive absent manifest error. Each Lender and Issuing Bank hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender or such Issuing Bank, as the case may be, under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this clause (ii).

(e) Evidence of Payments. Upon request by the Borrower or the Administrative Agent, as the case may be, after any payment of Taxes on amounts payable under this Agreement or any other Loan Document by any Loan Party or by the Administrative Agent to a Governmental Authority as provided in this Section 2.16, the Borrower shall deliver to the Administrative Agent or the Administrative Agent shall deliver to the Borrower, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Borrower or the Administrative Agent, as the case may be. Further, within thirty days of making either a UK Tax Deduction or any payment required in connection with that UK Tax Deduction, the Loan Party making that UK Tax Deduction shall deliver to the Administrative Agent, in its capacity as agent for the relevant Lender, a statement under section 975 of the ITA in respect of such UK Tax Deduction or payment.

(f) Status of Lenders; Tax Documentation.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document (other than with respect to a UK Tax Deduction to which the provisions of subsection (iii) shall apply) shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law or the taxing authorities of a jurisdiction pursuant to such applicable law or reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation required pursuant to Sections 2.16(f)(ii)(A), (ii)(B), (ii)(D) and (iii) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from
U.S. federal backup withholding tax;

(B) any Non-U.S. Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which

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such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(i) in the case of a Non-U.S. Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or W-BEN-E (or successor form) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the

"interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or W-8BEN-E (or successor form) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(ii) executed copies of IRS Form W-8ECI;

(iii) in the case of a Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under Section 881 (c) of the Code, (x) a certificate substantially in the form of Exhibit G-1 to the effect that such Non-U.S. Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower or any Affiliate within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "United States Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or W-BEN-E (or successor form); or

(iv) to the extent a Non-U.S. Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E (or successor form), a United States Tax Compliance Certificate substantially in the form of Exhibit G-2 or Exhibit G-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Non-U.S. Lender is a partnership and one or more direct or indirect partners of such Non-U.S. Lender are claiming the portfolio interest exemption, such Non-U.S. Lender may provide a United States Tax Compliance Certificate substantially in the form of Exhibit G-4 on behalf of each such direct and indirect partner;

(C) any Non-U.S. Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the

Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax (including U.S. backup withholding Tax), duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) In respect of UK Tax Deductions:

(A) Subject to subsection (B) below, a Treaty Lender (or a Lender which would be a Treaty Lender but for the completion of procedural formalities which are within the control of the relevant Lender) and each Loan Party which

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makes a payment to which that Lender is entitled shall co-operate in completing any procedural formalities necessary for that Loan Party to obtain authorization to make that payment without a UK Tax Deduction.

(B)

(i) A Treaty Lender (or a Lender which would be a Treaty Lender but for the completion of procedural formalities which are within the control of the relevant Lender) which is a Lender on the date of this Agreement and that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence opposite its name in Schedule 2.16(f); and

(ii) a Treaty Lender (or a Lender which would be a Treaty Lender but for the completion of procedural formalities which are within the control of the relevant Lender) which is not a Lender on the date of this Agreement and that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence in the relevant documentation which it executes on becoming a Lender under this Agreement,

and, having done so, that Lender shall be under no obligation pursuant to subsection (A) above, and shall be deemed for all purposes of this Agreement to have completed the procedural requirements referred to in the definition of “Treaty Lender”.

(C) If a Treaty Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with subsection (B) above and: (i) the Borrower has not made a Borrower DTTP Filing in respect of that Lender; or (ii) the Borrower has made a Borrower DTTP Filing but (1) that Borrower DTTP Filing has been rejected by HM Revenue & Customs; or (2) HM Revenue & Customs have not given the Borrower authority to make payments to that Lender without a UK Tax Deduction within 60 days of the date of the Borrower DTTP Filing, and in each case, the Borrower has notified that Lender in writing, that Lender and the Borrower shall co-operate in completing any procedural formalities reasonably necessary for the Borrower to obtain authorization to make that payment without a UK Tax Deduction.

(D) If a Lender has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with subsection (B) above, the Borrower shall not make a Borrower DTTP Filing or file any other form relating to the HM Revenue & Customs DT Treaty Passport scheme in respect of that Lender’s Loan(s) unless that Lender otherwise agrees.

(E) The Borrower shall, promptly on making a Borrower DTTP Filing, deliver a copy of that Borrower DTTP Filing to the Administrative Agent for delivery to the relevant Treaty Lender.

(F) A UK Non-Bank Lender which becomes a party to this Agreement on the date of this Agreement gives a Tax Confirmation by entering into this Agreement. A UK Non-Bank Lender shall promptly notify the Borrower and the Administrative Agent if there is any change in the position from that set out in the Tax Confirmation.

(G) Each Lender in respect of the Borrower which becomes a party after the date of this Agreement shall indicate in the relevant documentation which it executes on becoming a Lender under this Agreement which of the following categories it falls in: (i) not a Qualifying Lender; (ii) a Qualifying Lender (other than a Treaty Lender); or (iii) a Treaty Lender (subject to the completion of procedural formalities which are within the control of the relevant Lender). If a Lender fails to indicate its status in accordance with this subsection
(G) then such Lender shall be treated for the purposes of this Agreement (including by the Borrower) as if it is not a Qualifying Lender until such time as it notifies the Administrative Agent which category applies (and the Administrative Agent, upon receipt of such notification, shall inform the Borrower). For the avoidance of doubt, any such relevant documentation shall not be invalidated by any such failure of a Lender to comply with this subsection (G).

(H) The Borrower shall promptly on becoming aware that a Loan Party incorporated in the United Kingdom must make a UK Tax Deduction (or that there is any change in the rate or basis of a UK Tax Deduction) notify the Administrative Agent accordingly. Similarly, a Lender shall notify the Administrative Agent on becoming so aware in respect of a payment payable to that Lender. If the Administrative Agent receives such notification from a Lender it shall promptly notify the Borrower.

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(iv) Each Lender agrees that if any form or certification it previously delivered pursuant to this Section 2.16(f) expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) Treatment of Certain Refunds. Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender or an Issuing Bank, or have any obligation to pay to any Lender or an Issuing Bank, any refund of Taxes withheld or deducted from funds paid for the account of such Lender or such Issuing Bank, as the case may be. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section 2.16, it shall pay to such Loan Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by a Loan Party under this Section 2.16 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) incurred by such Recipient, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that each Loan Party, upon the request of the Recipient, agrees to repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Recipient in the event the Recipient is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection, in no event will the applicable Recipient be required to pay any amount to such Loan Party pursuant to this subsection the payment of which would place the Recipient or any of its Affiliates in a less

favorable net after-Tax position than such Recipient or Affiliates would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. Such Recipient shall, at the Borrower's request, provide the Borrower with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant Governmental Authority (provided that the Recipient may delete any information therein that Recipient deems confidential). This subsection shall not be construed to require any Recipient to make available its tax returns (or any other information relating to its taxes that it deems confidential) to any Loan Party or any other Person.

(h) Treatment of Issuing Bank. For purposes of this Section 2.16, the term "Lender" shall include any Issuing Bank and the term "applicable law" includes FATCA.

(i) VAT.

(i) All amounts expressed to be payable under a Loan Document by any party to a Recipient which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to subsection (b) below, if VAT is or becomes chargeable on any supply made by any Recipient to any party under a Loan Document and such Recipient is required to account to the relevant tax authority for the VAT, that party must pay to such Recipient (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Recipient must promptly provide an appropriate VAT invoice to that party).

(ii) If VAT is or becomes chargeable on any supply made by any Recipient (the "Supplier") to any other Recipient (the "VAT Recipient") under a Loan Document, and any party other than the VAT Recipient (the "Relevant Party") is required by the terms of any Loan Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the VAT Recipient in respect of that consideration): (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The VAT Recipient must (where this subsection (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the VAT Recipient receives from the relevant tax authority which the VAT Recipient reasonably determines relates to the VAT chargeable on that supply; and (ii) (where the VAT Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the VAT Recipient, pay to the VAT Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the VAT Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(iii) Where a Loan Document requires any party to reimburse or indemnify a Recipient for any cost or expense, that party shall reimburse or indemnify (as the case may be) such Recipient for the full amount of such cost or expense, including such part

thereof as represents VAT, save to the extent that such Recipient reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

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(iv) Any reference in this subsection (i) to any party shall, at any time when such party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person who is treated as making the supply or (as appropriate) receiving the supply under the grouping rules (as provided for in Article 11 of the Council Directive 2006/112/EC (or as implemented by the relevant member state of the European Union or any other similar provision in any jurisdiction which is not a member state of the European Union)).

(v) In relation to any supply made by a Recipient to any party under a Loan Document, if reasonably requested by such Recipient, that party must promptly provide such Recipient with details of that party's VAT registration and such other information as is reasonably requested in connection with such Recipient's VAT reporting requirements in relation to such supply.

(j) Survival. Each party's obligations under this Section 2.16 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender or any Issuing Bank, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

SECTION 2.17 Payments Generally; Pro Rata Treatment; Sharing of Setoffs.

(a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of L/C Disbursements, or of amounts payable under Section 2.14, 2.15 or 2.16, or otherwise) without condition or deduction for any counterclaim, defense, recoupment or setoff prior to (i) in the case of payments by the Borrower denominated in Dollars, 2:00 p.m., New York City time and (ii) in the case of payments denominated in an Alternative Currency, 2:00 p.m., Applicable Time, in the city of the Administrative Agent's Office for such currency, in each case on the date when due, in Same Day Funds. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made (i) in the same currency in which the applicable Credit Event was made (or where such currency has been converted to Dollars, in Dollars) and (ii) to the Administrative Agent at its offices for Dollar denominated Credit Events or, in the case of a Credit Event denominated in an Alternative Currency, the Administrative Agent's Office for such currency, except payments to be made directly to an Issuing Bank as expressly provided herein and except that payments pursuant to Sections 2.14, 2.15, 2.16 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments denominated in the same currency received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. Notwithstanding the foregoing provisions of this Section, if, after the making of any Credit Event

in any Alternative Currency, currency control or exchange regulations are imposed in the country which issues such currency with the result that the type of currency in which the Credit Event was made (the "Original Currency") no longer exists or the Borrower is not able to make payment to the Administrative Agent for the account of the Lenders in such Original Currency, then all payments to be made by the Borrower hereunder in such currency shall instead be made when due in Dollars in an amount equal to the Dollar Equivalent (as of the date of repayment) of such payment due, it being the intention of the parties hereto that the Borrower take all risks of the imposition of any such currency control or exchange regulations.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed L/C Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably based on the Dollar Equivalent amount thereof among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed L/C Disbursements then due hereunder, ratably based on the Dollar Equivalent amount thereof among the parties entitled thereto in accordance with the amounts of principal and unreimbursed L/C Disbursements then due to such parties.

(c) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in L/C Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in L/C Disbursements and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in L/C Disbursements of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in L/C Disbursements; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in L/C Disbursements to any assignee or

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participant in accordance with Section 9.04. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the relevant Issuing Bank hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment

on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or such Issuing Bank, as the case may be, the amount equal to the amount then due to such Lender or Issuing Bank. With respect to any payment that the Administrative Agent makes for the account of the Lenders or the relevant Issuing Bank hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "Rescindable Amount"): (1) the Borrower has not in fact made such payment; (2) the Administrative Agent has made a payment in excess of the amount so paid by the Borrower (whether or not then owed); or (3) the Administrative Agent has for any reason otherwise erroneously made such payment; then each of the Lenders or the relevant Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender or such Issuing Bank , in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (d) shall be conclusive, absent manifest error.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.05, 2.06, 2.17 or 9.03, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid. The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and to make payments are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payments.

SECTION 2.18 Mitigation Obligations; Replacement of Lenders.

(a) Each Lender may make any Credit Event to the Borrower through any Lending Office, provided that the exercise of this option shall not affect the obligation of the Borrower to repay the Credit Event in accordance with the terms of this Agreement. If any Lender requests compensation under Section 2.14, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the good faith judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.14 or 2.16, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment. Any Lender

claiming reimbursement of such costs and expenses shall deliver to the Borrower a certificate setting forth such costs and expenses in reasonable detail which shall be conclusive absent manifest error.

(b) If (1) any Lender requests compensation under Section 2.14, (2) the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, (3) any Lender is a Defaulting Lender, (4) any Lender fails to grant a consent in connection with any proposed change, waiver, discharge or termination of the provisions of this Agreement as contemplated by Section 9.02 for which the consent of each Lender or each affected Lender is required but the consent of the Required Lenders is obtained, (5) if any Lender is prohibited under applicable Law from making Loans or Letters of Credit denominated in one or more Alternative Currencies to the Borrower in accordance with the terms of this Agreement, and at such time the Required Lenders are permitted under applicable Law (and have agreed) to make such Loans and Letters of Credit in such Alternative Currencies, or (6) if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, but excluding the

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consents required by, Section 9.04), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(i) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 9.04 (unless otherwise agreed by the Administrative Agent);

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 2.15) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 2.14 or payments required to be made pursuant to Section 2.16, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) in the case of an assignment resulting from an event described in clause (4) above, (A) the applicable assignee shall have consented to the applicable amendment, waiver or consent and (B) after giving effect to such assignment (and any other assignments made in connection therewith), each Lender shall have consented to the applicable amendment, waiver or consent;

(v) in the case of an assignment resulting from a circumstance described in clause (5) above, (A) the applicable assignee shall be permitted under Law to make

Loans and Letters of Credit in all Alternative Currencies to the Borrower in accordance with the terms of this Agreement and the other Loan Documents, and (B) after giving effect to such assignment (and any other assignments made in connection therewith), each Lender shall be permitted under applicable Law to make Loans to and Letters of Credit to the Borrower in all Alternative Currencies;

(vi) in the case of an assignment resulting from a circumstance described in clause (6) above, (A) the applicable assignee shall be permitted under Law and licensed to make Loans and other applicable extensions of credit to the Borrower in accordance with the terms of this Agreement and (B) after giving effect to such assignment (and to any other assignments made in connection therewith), each Lender shall be permitted under applicable Law and licensed to make such Loans and other applicable extensions of credit under this Agreement; and

(vii) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

SECTION 2.19 Expansion Option.

(a) The Borrower may from time to time after the Effective Date elect to increase the Revolving Commitments ("Increased Commitments") in an aggregate principal amount, for all such increases after the Amendment No. 3 Effective Date, not to exceed $750,000,000; provided that, any individual increase shall be in an aggregate amount of not less than $20,000,000 (with amounts in excess of $20,000,000 required to be in any whole multiple of $5,000,000 in excess thereof). The Borrower may arrange for any such increase to be provided by one or more Lenders (each Lender so agreeing to an increase in its Revolving Commitment, an "Increasing Lender"), or by one or more new banks, financial institutions or other entities (each such new bank, financial institution or other entity, an "AugmentingLender"), to increase their existing Revolving Commitments or to participate in such Revolving Commitments, as the case may be; provided that each Augmenting Lender (and, in the case of an Increased Commitment, each Increasing Lender) shall be subject to the approval of the Borrower, the Administrative Agent and each Issuing Bank (such consents not to be unreasonably withheld or delayed). Without the consent of any Lenders other than the relevant Increasing Lenders or Augmenting Lenders, this Agreement and the other Loan Documents may be amended pursuant to an amendment to this Credit Agreement (an "Additional CreditExtension Amendment") as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.19. Increases of Revolving Commitments shall become effective on the date agreed by the Borrower, the Administrative Agent and the relevant Increasing Lenders or Augmenting Lenders and the Administrative Agent shall notify each Lender thereof. Notwithstanding the foregoing, no increase in the Revolving Commitments shall be permitted under this paragraph unless on the

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proposed date of the effectiveness of such increase in the Revolving Commitments, (i) subject to Section 1.14, (x) no Default or Event of Default has occurred and is continuing as of the date of

such increase or would result from such increase and (y) all representations and warranties set forth in Article III shall be true and correct in all material respects (or in the case of any representation or warranty that by its terms is qualified by materiality, true and correct) as of the effective date of such increase in Revolving Commitments (other than any such representation and warranty that by its terms refers to a date prior to the effective date of such increase in Revolving Commitments, in which case such representation and warranty shall be true in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) as of any such earlier date) and (ii) the Administrative Agent shall have received a certificate confirming compliance with each of the requirements set forth in clause (i) above, dated such date and executed by a Financial Officer of the Borrower. Notwithstanding anything to the contrary in this Section 2.19 (including this Section 2.19(a)) or in any other provision of any Loan Document, if any Increased Commitments are being established in connection with an acquisition or other Investment and the lenders providing such Increased Commitments so agree, the availability thereof shall be subject to customary "SunGard" or "certain funds" conditionality. On the effective date of any increase in the Revolving Commitments, (i) each relevant Increasing Lender and Augmenting Lender shall make available to the Administrative Agent such amounts in Same Day Funds as the Administrative Agent shall determine, for the benefit of the other Lenders, as being required in order to cause, after giving effect to such increase and the use of such amounts to make payments to such other Lenders, each Lender's portion of the outstanding Loans of all the Lenders to equal its Applicable Percentage of such outstanding Loans, and (ii) if, on the date of such increase, there are any Revolving Loans outstanding, such Revolving Loans shall on or prior to the effectiveness of such Increased Commitments be prepaid to the extent necessary from the proceeds of additional Revolving Loans made hereunder by the Increasing Lenders and Augmenting Lenders, so that, after giving effect to such prepayments and any borrowings on such date of all or any portion of such Increased Commitments, the principal balance of all outstanding Revolving Loans owing to each Lender is equal to such Lender's pro rata share (after giving effect to any nonratable Increased Commitment pursuant to this Section 2.19) of all then outstanding Revolving Loans. The Administrative Agent and the Lenders hereby agree that the Borrowing Request, minimum borrowing, pro rata borrowing and pro rata payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to the immediately preceding sentence. The deemed payments made pursuant to clause
(ii) of the second preceding sentence shall be accompanied by payment of all accrued interest on the amount prepaid and, in respect of each Term Benchmark Loan, shall be subject to indemnification by the Borrower pursuant to the provisions of Section 2.15 if the deemed payment occurs other than on the last day of the related Interest Periods. For the avoidance of doubt, no Lender shall have any obligation to provide any Increased Commitment.

(b) This Section 2.19 shall override any provisions in Section 9.02 to the contrary.

SECTION 2.20 Judgment Currency. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from the Borrower or any Guarantor hereunder in the currency expressed to be payable herein (the "specified currency") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange

used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the specified currency with such other currency at the Administrative Agent's main New York City office on the Business Day preceding that on which final, non-appealable judgment is given. The obligations of the Borrower and any Guarantor in respect of any sum due to any Lender or the Administrative Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by such Lender or the Administrative Agent (as the case may be) of any sum adjudged to be so due in such other currency such Lender or the Administrative Agent (as the case may be) may in accordance with normal, reasonable banking procedures purchase the specified currency with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to such Lender or the Administrative Agent, as the case may be, in the specified currency, the Borrower and each Guarantor agree, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify such Lender or the Administrative Agent, as the case may be, against such loss, and if the amount of the specified currency so purchased exceeds (a) the sum originally due to any Lender or the Administrative Agent, as the case may be, in the specified currency and (b) any amounts shared with other Lenders as a result of allocations of such excess as a disproportionate payment to such Lender under Section 2.17, such Lender or the Administrative Agent, as the case may be, agrees to remit such excess to the Borrower.

SECTION 2.21 Extended Revolving Commitments.

(a) Request for Extended Revolving Commitments. The Borrower may at any time and from time to time after the Effective Date, upon written request to the Administrative Agent (each, a "Revolving Extension Request"), not earlier than 60 days prior to

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the proposed date of the effectiveness of such extension and no later than 30 days prior to the proposed date of the effectiveness of such extension (or, in each case, such other time periods as agreed to by the Administrative Agent in its reasonable discretion), request to extend the applicable Revolving Credit Maturity Date with respect thereto (the "Existing Maturity Date") for an additional one year from the then Latest Maturity Date then in effect (any such Revolving Commitments so amended, "Extended Revolving Commitments"); provided that (i) other than as set forth in clause (iv) below, after giving effect to any Extended Revolving Commitment under this Section 2.21, the Revolving Credit Maturity Date shall be no later than five years after the date of such extension, (ii) any such Extended Revolving Commitments shall be offered on the same terms (including as to the proposed interest rates and fees) to each Revolving Lender under the applicable Existing Revolver Tranche on a ratable basis, (iii) the Borrower shall be permitted to extend the Existing Maturity Date pursuant to this Section 2.21 no more than three times commencing after the Amendment No. 3 Effective Date and (iv) Revolving Commitments held by the Consenting Lenders (as defined in Amendment No. 3) may be extended to December 22, 2028. Promptly after receipt of any Revolving Extension Request, the Administrative Agent shall provide a copy of such request to each of the Revolving Lenders under the applicable Existing Revolver Tranche to be amended, which request shall set forth the proposed terms (which shall be determined in consultation with the Administrative Agent) of the Extended Revolving Commitments to be established. Each Revolving Extension Request shall specify (A) the applicable Class of Commitments and Loans hereunder to be extended, (B) the date to which

the applicable maturity date is sought to be extended, (C) the changes, if any, to the Applicable Rate to be applied in determining the interest payable on the Loans of, and fees payable hereunder to, Extending Revolving Lenders (as defined below) in respect of that portion of their Commitments and Loans extended to such new maturity date and the time as of which such changes will become effective (which may be prior to the Existing Maturity Date) and (D) any other amendments or modifications to this Agreement applicable to such Extended Revolving Commitments, providedthat no such changes or modifications pursuant to this clause (D) shall become effective prior to the then Latest Maturity Date. At the time of sending such notice, the Borrower (in consultation with the Administrative Agent) shall specify the time period within which each applicable Revolving Lender is requested to respond to such request (which shall in no event be less than fifteen (15) calendar days (or such shorter period as may be agreed by the Administrative Agent) from the date of delivery of such notice to such Revolving Lenders) and shall agree to such procedures, if any, as may be established by, or reasonably acceptable to, the Administrative Agent to accomplish the purposes of this Section 2.21.

(b) Election to Extend. Any Revolving Lender wishing to have all or a portion of its Revolving Commitments under the Existing Revolver Tranche amended into Extended Revolving Commitments (each, an "Extending Revolving Lender") specified in the Revolving Extension Request shall notify the Administrative Agent on or prior to the response date specified in such Revolving Extension Request of the amount of its Revolving Commitments it has elected to be amended (subject to any minimum denomination requirements imposed by the Administrative Agent not to exceed $25,000,000). No Revolving Lender shall have any obligation to agree to provide any Extended Revolving Commitment pursuant to any Revolving Extension Request. Any Revolving Lender not responding on or prior to such response date shall be deemed to have declined such Revolving Extension Request. The Administrative Agent shall notify the Borrower and each Revolving Lender under the applicable Existing Revolver Tranche of responses to such Revolving Extension Request. In the event that the aggregate principal amount of existing Revolving Commitments that the Extending Revolving Lenders have elected to amend pursuant to the relevant Revolving Extension Request exceeds the amount of Extended Revolving Commitments requested by the Borrower, the principal amount of Extended Revolving Commitments requested by the Borrower shall be allocated to each Extending Revolving Lender in such manner and in such amounts as may be agreed by Administrative Agent and the Borrower, in their sole discretion. In the event of such extension, and notwithstanding anything herein to the contrary, the Commitment of each non-Extending Revolving Lender shall terminate on the Revolving Credit Maturity Date in effect prior to such extension, all Loans and other amounts payable hereunder to such non-Extending Revolving Lenders shall become due and payable on such Revolving Credit Maturity Date and the total Commitment of the Lenders hereunder shall be reduced by the Commitments of non-Extending Revolving Lenders so terminated on such Revolving Credit Maturity Date.

(c) Revolving Extension Amendment. Extended Revolving Commitments shall be established pursuant to an amendment (each, a "Revolving Extension Amendment") to this Agreement among the Borrower, the Administrative Agent and each Extending Revolving Lender, if any, providing an Extended Revolving Commitment thereunder, which shall be consistent with the provisions set forth in Sections 2.21(a), (b) and (d) (but which shall not

require the consent of any other Lender). The effectiveness of any Revolving Extension Amendment shall be subject to the satisfaction on the date thereof of each of the conditions set forth in Section 4.02 (with all references in such Sections to a Borrowing being deemed to be references to such Revolving Extension Request) and receipt of a certificate to that effect and, any other condition as may be agreed among the Borrower, the Administrative Agent and the Extending Revolving Lenders. The Administrative Agent shall promptly notify each Revolving Lender as to the effectiveness of each Revolving Extension Amendment and the matters specified therein. Each of the parties hereto hereby agrees that this Agreement and the other Loan Documents may be amended pursuant to a Revolving

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Extension Amendment, without the consent of any other Lender, to the extent (but only to the extent) necessary to (i) reflect the existence and terms of the Extended Revolving Commitments incurred pursuant thereto, and (ii) effect such other amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.21, in each case, in a manner consistent with the terms of this Section 2.21 and the Required Lenders hereby expressly authorize the Administrative Agent to enter into any such Revolving Extension Amendment.

(d) Terms of Extended Revolving Commitments. Except as expressly provided herein, all Extended Revolving Commitments effected pursuant to any Revolving Extension Request and Revolving Extension Amendment shall be subject to the same terms (including borrowing terms, interest terms and payment terms), and shall be subject to the same conditions as the then existing Revolving Commitments (it being understood that customary arrangement, commitment, upfront or similar fees payable to one or more Arrangers (or their Affiliates) or one or more Extending Revolving Lenders, as the case may be, may be different than those paid with respect to the existing Revolving Lenders under the then existing Revolving Commitments on or prior to the Effective Date or with respect to any other Extending Revolving Lenders in connection with any other Extended Revolving Commitments effected pursuant to this Section 2.21); provided, however, that at the election of the Borrower (in consultation with the Administrative Agent), the Borrower may offer to effect Extended Revolving Commitments with (i) interest and fees at different rates applicable solely with respect to such Extended Revolving Commitments (and related outstandings), which may take effect as of the date of the Revolving Extension Amendment, and (ii) such other covenants and terms, which in the case of this clause (ii), apply to any period after the Latest Maturity Date that is in effect on the effective date of the Revolving Extension Amendment related thereto (immediately prior to the establishment of such Extended Revolving Commitments). After giving effect to any Extended Revolving Commitment, all borrowings under the Revolving Commitments (including any such Extended Revolving Commitments) and repayments thereunder shall be made on a pro rata basis (except for (x) any payments of interest and fees at different rates on any Revolving Extension Series (and related Loans thereunder) and (y) repayments required upon the applicable Revolving Credit Maturity Date of other Revolving Commitments). If a Revolving Extension Amendment has become effective hereunder, not later than the fifth Business Day prior to the Existing Maturity Date the Borrower shall make prepayments of Revolving Loans and shall Cash Collateralize Letters of Credit, such that, after giving effect to such prepayments and such provision of cash collateral, the aggregate Revolving Credit Exposure as of such date will not exceed the aggregate Extended Revolving Commitments of the Extended Revolving Lenders

extended pursuant to this Section 2.21 (and the Borrower shall not be permitted thereafter to request any Revolving Loan or any issuance, amendment, renewal or extension of a Letter of Credit if, after giving effect thereto, the aggregate Revolving Credit Exposure would exceed the aggregate amount of the Extended Revolving Commitments then in effect).

(e) Revolving Extension Series. Any Extended Revolving Commitments effected pursuant to a Revolving Extension Request shall be designated a series (each, a "Revolving Extension Series") of Extended Revolving Commitments for all purposes of this Agreement; provided that any Extended Revolving Commitments effected from an Existing Revolver Tranche may, to the extent provided in the applicable Revolving Extension Amendment, be designated as an increase in any previously established Revolving Extension Series with respect to such Existing Revolver Tranche.

SECTION 2.22 Defaulting Lender.

(a) Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.08 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Issuing Bank hereunder; *third*, to Cash Collateralize the Issuing Banks' L/C Exposure with respect to such Defaulting Lender in accordance with Section 2.05(g); *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the Issuing Banks' future L/C Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with Section 2.05(g); *sixth*, to the payment of any amounts owing to the Lenders or the Issuing Banks as a result of any judgment of a court of competent jurisdiction obtained by any Lender or the Issuing Banks against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement;

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seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or L/C Disbursements in respect of which such Defaulting Lender

has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Disbursements owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Disbursements owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Disbursements are held by the Lenders pro rata in accordance with the Commitments without giving effect to Section 2.22(a)(ii). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.22(a)(i) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(ii) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in L/C Disbursements shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that such reallocation does not cause the aggregate Revolving Credit Exposure of any non-Defaulting Lender to exceed such non-Defaulting Lender's Revolving Commitment. Subject to Section 9.20, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a non-Defaulting Lender as a result of such non-Defaulting Lender's increased exposure following such reallocation.

(iii) Cash Collateral. If the reallocation described in Section 2.22(a)(ii) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under law, Cash Collateralize the Issuing Banks' L/C Exposure in accordance with the procedures set forth in Section 2.05(g).

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent and each Issuing Bank agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit to be held pro rata by the Lenders in accordance with the Commitments (without giving effect to Section 2.22(a)(ii)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(c) New Letters of Credit. So long as any Lender is a Defaulting Lender, no Issuing Bank shall be required to issue, amend or increase any Letter of Credit, unless it is satisfied that, after giving effect to such Letter of Credit and the reallocation of all Defaulting Lenders' participation therein pursuant to Section 2.22(a)(ii), the aggregate Revolving Credit Exposure of all non-Defaulting Lenders does not exceed the aggregate Revolving Commitments of all non-Defaulting Lenders.

ARTICLE III

Representations and Warranties

Each of Holdings and the Borrower, as applicable, represents and warrants to the Administrative Agent, the Lenders and the Issuing Banks that:

SECTION 3.01 Organization; Powers. It is duly organized or incorporated and validly existing under the laws of the jurisdiction of its organization or incorporation, have all requisite power and authority to carry on their respective business as now conducted and, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, are qualified to do business in, and are in good standing (to the extent such concept is applicable) in, every jurisdiction where such qualification is required.

SECTION 3.02 Authorization; Enforceability. The Transactions are within each Loan Party's corporate, limited liability company or partnership powers and have been duly authorized by all necessary corporate or other organizational and, if required, stockholder action.

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The Loan Documents have been duly executed and delivered by each Loan Party party thereto and constitute a legal, valid and binding obligation of each Loan Party party thereto, enforceable against such Loan Party in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Debtor Relief Laws and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03 Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except for (A) the approvals, consents, registrations, actions and filings which have been duly obtained, taken, given or made and are in full force and effect and (B) those approvals, consents, registrations or other actions or filings, the failure of which to obtain or make would not reasonably be expected to have a Material Adverse Effect, (b) will not violate (i) any applicable law or regulation or order of any Governmental Authority or (ii) the charter, by-laws or other organizational documents of any Loan Party, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon any Loan Party or its assets, or give rise to a right thereunder to require any payment to be made by any Loan Party and (d) will not result in the creation or imposition of any Lien on any material asset of any Loan Party (other than Liens permitted by Section 6.02); except, with respect to any violation or default referred to in clause (b)(i) or (c) above, to the extent that such violation or default would not reasonably be expected to have a Material Adverse Effect.

SECTION 3.04 Financial Statements; Financial Condition; No Material Adverse Change.

(a) (i)(x) The audited balance sheet of RP Investments for the fiscal year ending December 31, 2021, and the related statements of income or operations, shareholders' equity and cash flows for such fiscal year of RP Investments, including the notes thereto, present fairly, in all material respects, the financial position of RP Investments as of such date and the results of its operations and the changes in its cash flows for such periods in accordance with GAAP and (ii)(x) the audited consolidated balance sheet of Holdings and its Consolidated Subsidiaries and related statements of operations, stockholders' equity and cash flows for the fiscal year ending December 31, 2021, including the notes thereto, and (y) the unaudited financial statements of Holdings and its Consolidated Subsidiaries, as of, and for the fiscal quarter ending June 30, 2022, in each case of this clause (ii), present fairly, in all material respects, the financial position of the Consolidated Group as of such dates and the results of their operations and the changes in their cash flows for such periods in accordance with GAAP.

(b) Except as set forth on Schedule 3.04(b), since December 31, 2021, there has been no material adverse change in the financial condition or results of operations of Holdings and its Subsidiaries, taken as a whole.

SECTION 3.05 Properties and Interests. Holdings and its Subsidiaries' property and interests (including Royalty Assets) are free of claims and disputes, except as would not have a Material Adverse Effect.

SECTION 3.06 Litigation. There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting Holdings or any of its Subsidiaries as to which there is a reasonable possibility of an adverse determination that (i) would reasonably be expected to materially and adversely affect the performance by any Loan Party of its obligations under, or the validity or enforceability of, this Agreement or any of the other Loan Documents to which such Loan Party is a party or (ii) other than with respect to Disclosed Matters, would reasonably be expected to result in a Material Adverse Effect.

SECTION 3.07 Compliance with Laws and Agreements. Except as set forth on Schedule 3.07, each of Holdings and its Subsidiaries are in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all agreements and other instruments (excluding agreements governing Funded Debt) binding upon it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.08 Investment Company Status. Neither the Borrower nor any other Loan Party is registered or required to register as an "investment company" as defined in the Investment Company Act of 1940.

SECTION 3.09 Taxes. Each of Holdings and its Subsidiaries has filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes (including any Taxes in the capacity of a withholding agent) required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which Holdings or such Subsidiary, as applicable, has set aside on its books reserves to the extent required by GAAP or (b) to the extent that the failure to do so would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

SECTION 3.10 Ranking. The obligations of Holdings and the Borrower under this Agreement rank at least pari passu in right of payment with all other unsecured and unsubordinated obligations of Holdings and the Borrower, respectively.

SECTION 3.11 [Reserved].

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SECTION 3.12 Disclosure. None of the reports, financial statements, certificates or other written information (excluding any financial projections or pro forma financial information and information of a general economic or general industry nature) furnished by or on behalf of Holdings or the Borrower to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), when taken as a whole and when taken together with Holdings' SEC filings at such time, contains as of the date such statement, information, document or certificate was so furnished any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The projections and pro forma financial information contained in the materials referenced above have been prepared in good faith based upon assumptions believed by management of Holdings to be reasonable at the time made, it being recognized by the Lenders that such financial information is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

SECTION 3.13 Federal Reserve Regulations. No part of the proceeds of any Loan have been used or will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 3.14 PATRIOT Act and Anti-Corruption Laws. Holdings and each of its Subsidiaries and, to the knowledge of Holdings or any Subsidiary thereof, their Affiliates or any director, officer, agent, employee or other Person acting on behalf of Holdings or any Subsidiary is in compliance, in all material respects, with the Act and all Anti-Corruption Laws. Holdings has instituted and maintained policies and procedures reasonably designed to promote and achieve compliance with Anti-Corruption Laws. No part of the proceeds of the Loans will be used, directly or, to the knowledge of the Borrower, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the Act and Anti-Corruption Laws.

SECTION 3.15 OFAC.

(a) Neither Holdings nor any Subsidiary or any of their directors, officer thereof nor, to the knowledge of Holdings or any Subsidiary thereof, their Affiliates or any agent, employee or other Person acting on behalf of Holdings or any Subsidiary (i) is or has been a Sanctioned Person; or (ii) transacted business with or for the benefit of any Sanctioned Person.

(b) Holdings and its Subsidiaries and, to the knowledge of Holdings and its Subsidiaries, their Affiliates have conducted their businesses in compliance, in all material respects, with all applicable Sanctions and have instituted and maintained policies and procedures reasonably designed to promote and achieve compliance with applicable Sanctions.

(c) The Borrower represents and covenants that no Loan, nor the proceeds from any Loan, has been or will be used and the Borrower shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, directly or, to the knowledge of the Borrower, indirectly, to lend, contribute, provide or has otherwise been made or will otherwise be made available for the purpose of funding or facilitating any activity or business in any Sanctioned Country or for the purpose of funding or facilitating any activity or business of or with any Sanctioned Person, except to the extent permitted for a Person required to comply with Sanctions, or in any other manner that will result in any violation of Sanctions by any Lender, any Arranger or the Administrative Agent.

(d) This Section 3.15 shall not be interpreted or applied in relation to any Loan Party to the extent that the covenants made pursuant to this Section 3.15 violate or expose such entity or any director, officer or employee thereof to any liability under any anti-boycott or blocking law, regulation or statute that is in force from time to time in the United Kingdom or the European Union (and/or any of its member states) that are applicable to such entity (including EU Regulation (EC) 2271/96).

SECTION 3.16 ERISA. Neither Holdings nor any of its Subsidiaries or Affiliates maintains, sponsors, contributes to or has any liability (contingent or otherwise) with respect to any "employee benefit plans" within the meaning of ERISA. The Borrower is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to the Borrower's entrance into, participation in, administration of or performance of the Revolving Loans, the Letters of Credit, the Revolving Commitment and this Agreement.

SECTION 3.17 Subsidiaries. As of the Effective Date, Holdings has no Subsidiaries other than the Borrower and the Subsidiaries listed on Schedule 3.17.

SECTION 3.18 Use of Proceeds. The proceeds of Loans and other Credit Events will be used, directly or indirectly, (i) for working capital, capital expenditures, and other lawful corporate purposes and (ii) to finance acquisitions and other investments, including acquisitions and purchases of Royalty Assets.

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SECTION 3.19 No Default. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document on the Effective Date.

ARTICLE IV

Conditions

SECTION 4.01 Conditions Precedent to Effectiveness. This Agreement shall become effective on and as of the first date on which the following conditions precedent have been satisfied:

(a) The Administrative Agent (or its counsel) shall have received a counterpart of this Agreement duly executed and delivered by Holdings, the Borrower, each Lender and the Issuing Bank, in form reasonably satisfactory to the Administrative Agent and each of the Lenders;

(b) The Administrative Agent shall have received Notes executed by the Borrower in favor of each Lender requesting Notes at least three Business Days prior to the Effective Date, in form reasonably satisfactory to the Administrative Agent and each of the Lenders;

(c) The Administrative Agent shall have received the executed legal opinion letters of counsel to the Borrower and Holdings, each in a form reasonably satisfactory to the Administrative Agent and each of the Lenders;

(d) The Administrative Agent shall have received a certificate of a director of Holdings and the Borrower, in each case dated the Effective Date, certifying and/or attaching (A) the certificate of incorporation and, with respect to Holdings, the certificate of incorporation on re-registration as a public company, (B) the Articles of Association of Holdings and the Borrower and that such Articles of Association have not been amended, supplemented or otherwise modified since the Effective Date and are in full force and effect, (C) the resolutions of Holdings' and the Borrower's Board of Directors approving and authorizing the Transaction and the execution, delivery and performance of the Loan Documents executed by such Person and (D) the names and true signatures of the incumbent officers of Holdings or the Borrower authorized to sign the Loan Documents, each in a form reasonably satisfactory to the Administrative Agent and each of the Lenders;

(e) The Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower, in form reasonably satisfactory to the Administrative Agent and each of the Lenders, certifying that (A) the representations and warranties of Holdings and the Borrower set forth in Article III and in any other Loan Documents are true and correct in all material respects (except that any representation and warranty that is qualified by materiality

shall be true and correct in all respects) on and as of the date of the Effective Date, except where any representation and warranty is expressly made as of a specific earlier date, such representation and warranty shall be true in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) as of any such earlier date and (B) no Default has occurred or is continuing as of the Effective Date or will occur after giving effect to the Effective Date and any extension of credit to the Borrower thereunder on the date thereof;

(f) The Administrative Agent shall have received at least three Business Days prior to the Effective Date all documentation and other information regarding the Borrower required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the PATRIOT Act and the Beneficial Ownership Regulation, in each case to the extent reasonably requested to the Borrower in writing at least five Business Days prior to the Effective Date; and

(g) All costs, fees and expenses (including legal fees and expenses) due and payable to the extent invoiced at least three Business Days prior to the Effective Date (or such shorter period as agreed to by the Borrower), the fees contemplated by the Fee Letters payable to the Arrangers, the Administrative Agent or the Lenders and any accrued and unpaid interest, fees or expenses outstanding under the Existing Credit Agreement for the period through and including the Effective Date shall have been paid on or prior to the Effective Date, in each case, to the extent required by the Fee Letters or the Loan Documents to be paid on or prior to the Effective Date.

Without limiting the generality of the provisions of the sub-clause (e)(v) of clause (h) of Article VIII, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Effective Date specifying its objection thereto.

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SECTION 4.02 Conditions Precedent to All Loans and Letters of Credit. The obligation of each Lender to make a Loan on the occasion of any Borrowing, and of the Issuing Banks to issue, amend, renew or extend any Letter of Credit, on or after the Effective Date, is subject to the satisfaction of the following conditions:

(a) The Effective Date shall have occurred;

(b) The representations and warranties of the Borrower set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects (except to the extent that any representation and warranty that is qualified by materiality shall be true and correct in all respects) on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, except where any representation and warranty is expressly made as of a specific earlier date, such representation

and warranty shall be true in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) as of any such earlier date;

(c) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing; and

(d) The Administrative Agent shall have received a Borrowing Request, duly completed and executed by the Borrower.

Except to the extent required above, each Borrowing and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (b) and (c) of this Section 4.02.

ARTICLE V

Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan, all fees payable hereunder shall have been paid in full and all Obligations (other than Pari Bank Product Obligations and contingent indemnification and expense reimbursement obligations as to which no claim has been made) hereunder have been paid or satisfied and all Letters of Credit shall have expired or terminated or been Cash Collateralized on terms satisfactory to the Issuing Banks (or have been backstopped by a letter of credit reasonably satisfactory to the applicable Issuing Bank or deemed reissued under another agreement reasonably acceptable to the applicable Issuing Banks) and all L/C Disbursements shall have been reimbursed, each of Holdings and the Borrower covenants and agrees with the Administrative Agent, the Lenders and the Issuing Banks that:

SECTION 5.01 Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent for further distribution to each Lender:

(a) as soon as available, but in any event not later than five (5) Business Days after the date such deliveries are required by the SEC (after giving effect to any extension (such extension not to exceed 20 Business Days) of such due date that has been requested and obtained by the Borrower) after the end of each fiscal year of Holdings, the audited consolidated balance sheet of Holdings and its Consolidated Subsidiaries and related statements of operations, stockholders' equity and cash flows as of the end of and for such year (commencing with the fiscal year ending December 31, 2021), setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by an independent public accountant of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial position and results of

operations of Holdings and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP;

(b) as soon as available, but in any event not later than five (5) Business Days after the date such deliveries are required by the SEC (after giving effect to any extension (such extension not to exceed 20 Business Days) of such due date that has been requested and obtained by the Borrower) after the end of each of the first three fiscal quarters of each fiscal year of Holdings (commencing with the fiscal quarter ending September 30, 2021), the unaudited consolidated balance sheet of Holdings and its Consolidated Subsidiaries and related statements of operations and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial position and results of operations of Holdings and its Consolidated Subsidiaries on a consolidated

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basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes; it being understood that comparatives, or elapsed portions in certain fiscal years, may reference the financial statements of Royalty Pharma Investments, an Irish Unit Trust, so long as such references are made in a manner consistent with the unaudited financial statements of Holdings for the quarter ended June 30, 2020;

(c) concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate substantially in the form of Exhibit E executed by a Financial Officer (x) certifying as to whether, to the knowledge of such Financial Officer after reasonable inquiry, a Default has occurred and is continuing and, if so, specifying the details thereof and any action taken or proposed to be taken with respect thereto and (y) setting forth reasonably detailed calculations demonstrating compliance with the covenants set forth in Section 6.06 (and including, to the extent applicable, the ratio level permitted under Section 6.06(a)or (c)for the applicable period after giving effect to any increase in such ratio level as a result of a Qualifying Material Acquisition);

(d) [reserved];

(e) promptly after the same become available, copies of each annual report, proxy or financial statement or other report or communication sent to the equityholders of Holdings or the Borrower, and copies of all annual, regular, periodic and special reports and registration statements which Holdings may file or be required to file with the SEC or any Governmental Authority succeeding to any or all of the functions of the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, and not otherwise required to be delivered to the Administrative Agent pursuant hereto; and

(f) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of Holdings or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent or any Lender (through the Administrative Agent) may reasonably request.

Financial statements and other information required to be delivered pursuant to Sections 5.01(a), 5.01(b) and 5.01(e) shall be deemed to have been delivered if such statements and information shall have been posted by Holdings on its website or shall have been posted on IntraLinks or similar site to which all of the Lenders have been granted access or are publicly available on the SEC's website pursuant to the EDGAR system.

The Borrower acknowledges that (a) the Administrative Agent and/or the Arrangers may, but shall not be obligated to, make available to the Lenders and the Issuing Banks materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "BorrowerMaterials") by posting the Borrower Materials on DebtDomain, IntraLinks, Syndtrak, ClearPar or a substantially similar electronic transmission system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such "public side" Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arrangers, the Issuing Banks and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to Holdings and its Subsidiaries for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 9.12); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent and the Arrangers shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information."

Notwithstanding anything to the contrary herein, nothing in this Agreement will require Holdings, the Borrower or any Subsidiary to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter, or provide information (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure is prohibited by Law or binding agreement or (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product; provided that in the event that the Borrower does not provide information that otherwise would be required to be provided hereunder in reliance on the exclusions in this paragraph relating to violation of any obligation of confidentiality, the Borrower shall use commercially reasonable efforts to provide notice to the Administrative Agent promptly upon obtaining knowledge that such information is being withheld (but solely if providing such notice would not violate such obligation of confidentiality).

SECTION 5.02 Notices of Material Events. The Borrower will furnish to the Administrative Agent promptly (but in any event within five (5) Business Days) written notice after any Financial Officer obtains knowledge of the following:

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(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting Holdings or any Subsidiary thereof that would reasonably be expected to result in a Material Adverse Effect; and

(c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer or director of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03 Existence; Conduct of Business. Holdings and the Borrower will, and will each cause each of their respective Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect (i) its legal existence, and (ii) the rights, licenses, permits, privileges and franchises material to the conduct of its business, except, in the case of the preceding clause (ii), to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect; provided that the foregoing shall not prohibit any transaction that is not otherwise prohibited under Section 6.03.

SECTION 5.04 [Reserved].

SECTION 5.05 Books and Records . Holdings will, and will cause each of its Subsidiaries to maintain proper books of record and account in conformity with GAAP and, as necessary, also such additional books of record and account as may be required by Governmental Authority.

SECTION 5.06 Inspection Rights. Holdings will, and will cause each of its Subsidiaries to, permit any representatives designated by the Administrative Agent or, during the continuance of an Event of Default, any Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its senior officers and use commercially reasonable efforts to make its independent accountants available to discuss the affairs, finances and condition of Holdings, all at the expense of the Administrative Agent or Lender (except when an Event of Default exists, in which case, all such inspections shall be conducted at the expense of the Borrower), as applicable, all at such reasonable times and as often as reasonably requested and in all cases subject to applicable Law and the terms of applicable confidentiality agreements and to the extent Holdings reasonably determines that such inspection, examination or discussion will not violate or result in the waiver of any attorney-client privilege; provided that (i) the Lenders will

conduct such requests for visits and inspections through the Administrative Agent and (ii) unless an Event of Default has occurred and is continuing, such visits and inspections can occur no more frequently than once per year. The Administrative Agent and the Lenders shall give Holdings the opportunity to participate in any discussions with Holdings' independent accountants.

SECTION 5.07 Compliance with Laws. Holdings will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.08 Transaction with Affiliates. Holdings will, and will cause each of its Subsidiaries to, not enter into any transaction with any Affiliate of Holdings, whether or not in the ordinary course of business, on terms that are less favorable to Holdings or such Subsidiary, as the case may be, than those that would be obtained at the time in a comparable arm's-length transaction with a Person who is not an Affiliate of Holdings, in each case, other than:

(a) any transaction having a fair market value not in excess of the greater of
(x) $26,000,000 and (y) 1% of Adjusted EBITDA of Holdings for the most recently ended Test Period;

(b) transactions between or among Holdings, its Subsidiaries and/or any entity that becomes a Subsidiary as a result of such transaction not involving any other Affiliate;

(c) the payment of customary compensation and benefits and reimbursements of out-of-pocket costs to, and the provision of indemnity on behalf of, directors, officers, consultants, employees and members of the Boards of Directors of Holdings or such Subsidiary;

(d) loans and advances to officers, directors, consultants and employees of Holdings or its Subsidiaries or the Manager in the ordinary course of business;

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(e) Restricted Payments and other payments not prohibited under Section 6.04;

(f) distributions and the agreements and arrangements existing on the Effective Date relating to Payments for Operating and Professional Costs and to the governance of RP Investments;

(g) the payment of fees and expenses related to the Transactions;

(h) the issuance of Qualified Equity Interests of Holdings and the granting of registration or other customary rights in connection therewith

(i) the existence of, and the performance by Holdings or any Subsidiary of its obligations under the terms of, any limited liability company agreement, limited partnership or other organizational document or securityholders agreement (including any registration rights

agreement or purchase agreement related thereto) to which it is a party on the Effective Date and similar agreements that it may enter into thereafter; provided that the existence of, or the performance by Holdings or any Subsidiary of obligations under, any amendment to any such existing agreement or any such similar agreement entered into after the Effective Date to the extent not more adverse to the interest of the Lenders in any material respect when taken as a whole (in the good faith determination of Holdings) than any of such documents and agreements as in effect on the Effective Date;

(j) consulting services to joint ventures in the ordinary course of business and any other transactions between or among Holdings, its Subsidiaries and joint ventures in the ordinary course of business;

(k) transactions with landlords, customers, clients, suppliers, joint venture partners or purchasers or sellers of goods and services, in each case in the ordinary course of business and not otherwise prohibited by this Agreement; and

(l) transactions approved by the Nominating and Corporate Governance Committee of the Board of Directors of Holdings in accordance with Holdings' policy regarding related party transactions in effect from time to time.

SECTION 5.09 Guarantees and Liens.

(a) If any Subsidiary of Holdings becomes a guarantor or an obligor in respect of any Triggering Funded Debt, within fifteen (15) Business Days of such event (or such later date as agreed to by the Administrative Agent), Holdings shall, at the sole cost and expense of the Borrower, cause such Subsidiary to enter into a joinder to this Agreement (in form and substance reasonably satisfactory to the Administrative Agent and the Borrower), pursuant to which such Subsidiary Guarantees the Obligations in favor of the Administrative Agent to the same extent as any and all other Triggering Funded Debt shall be so guaranteed (each such joinder, a "Guarantor Joinder Agreement"); provided that, (i) if such other Triggering Funded Debt is subordinated to the Obligations, such Guarantee shall be subordinated to the same extent and on the same terms, (ii) at the Borrower's election, the Guarantor Joinder Agreement may take the form of a separate guarantee agreement (and not a joinder to this Agreement), so long as such separate guarantee agreement is in form and substance reasonably satisfactory to the Administrative Agent and the Borrower and (iii) in no event shall a Subsidiary of Holdings be required to provide a Guarantee of the Obligations if (x) Holdings and the Administrative Agent reasonably determine that such Guarantee is prohibited by, or would be unduly burdensome under, applicable laws or (y) Holdings in consultation with the Administrative Agent reasonably determines that such Guarantee would result in adverse tax consequences to Holdings or any of its Subsidiaries.

(b) If Holdings issues any senior notes to Persons that are not Affiliates of Holdings and such notes are secured by Liens on any Property of Holdings (whether on the initial date of issuance or thereafter), the Guarantee by Holdings of the Obligations shall, within fifteen (15) Business Days of such event (or such later date as agreed to by the Administrative Agent), be secured on an equal and ratable basis with such Liens securing such notes pursuant to

documentation in form and substance reasonably satisfactory to the Administrative Agent and the Borrower.

SECTION 5.10 Royalty Proceeds; Cash Management.

(a) The RP Investments Concentration Account, which shall be the sole deposit account from which funds are distributed by RP Investments to the equityholders of RP Investments, shall be subject at all times to standing instructions directing the Applicable RPI 2019 Ownership Percentage of the funds on deposit therein to be swept on a daily basis to the RPI 2019 Collections Account.

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(b) All Royalty Proceeds now or hereafter owned by RPCT shall be paid directly by the applicable contract obligors into the RPCT Collections Account, and so long as the RPCT Collections Account receives funds by such contract obligors such deposit account shall be subject at all times to standing instructions directing at least 80% of the funds on deposit in such deposit account to be swept on a daily basis to a deposit account held by RP Investments or any wholly-owned direct or indirect Subsidiary thereof.

(c) Schedule 5.10 describes (i) the deposit accounts of RP Investments and its Subsidiaries as of the Amendment No. 3 Effective Date into which payments due in respect of Royalty Assets, and other amounts paid or collected in respect of Royalty Assets, are deposited and (ii) standing instructions in effect as of, or which shall be in effect as soon as reasonably practicable after, the Amendment No. 3 Effective Date applicable to such deposit accounts. The Borrower shall cause RP Investments and its Subsidiaries to maintain the account and collection structure described in the preceding clause (i) and the standing instructions described in the preceding clause (ii); provided that, notwithstanding anything in this Section 5.10 to the contrary, RP Investments and its Subsidiaries may modify such account and collection structure and/or such standing instructions so long as such modifications, in the reasonable and good faith determination of the Borrower and the Administrative Agent, are not materially adverse to the interests of the Lenders (it being understood and agreed that any such modifications resulting from (x) the acquisition by Royalty Pharma Investments ICAV of RPI Acquisitions (Ireland) Limited from RP Investments and (y) the transactions described in Schedule 1.01 hereto shall be deemed not materially adverse to the interests of the Lenders). It is understood and agreed that the Borrower may, in its reasonable discretion, directly or indirectly cause funds to remain in any deposit account of RP Investments and its Subsidiaries (other than, in the case of the following clause (x), in a deposit account of RPCT) in an amount that the Borrower (or its applicable Affiliate or their respective managers) reasonably determines is necessary (x) to satisfy the pro rata portion of milestone payments, installment payments, royalty or revenue sharing payments and payments of research and development expenses in respect of acquired Royalty Assets, in each case with respect to contractual obligations of RP Investments and its Subsidiaries existing on the Amendment No. 1 Effective Date or (y) to maintain the existence or good standing of RP Investments or any of its Subsidiaries or to satisfy any of their obligations under their organization documents or in respect of their ordinary course expenses, including payment obligations owed by such Subsidiary to its trustee or owner trustee (or similar Person) or obligations in respect of withholding taxes. Nothing in this Section 5.10(c) shall prohibit

Holdings or any of its Subsidiaries (other than RP Investments and any of its Subsidiaries) from replacing any existing deposit account (other than the RPI 2019 Collections Account) with a new deposit account at any financial institution chosen by the Borrower or any of its Subsidiaries. RP Investments or any of its Subsidiaries may replace any existing deposit account with a new deposit account that is at any Approved Financial Institution and the RPI 2019 Collections Account may be replaced with a new deposit account at any Approved Financial Institution so long as such replacement does not result in a change to the account and collection structure and/or standing instructions that is materially adverse to the interests of the Lenders (in the reasonable and good faith determination of the Borrower and the Administrative Agent).

(d) Notwithstanding the foregoing, the obligations set forth in this Section 5.10 shall automatically cease to apply if RP Investments becomes a direct or indirect wholly-owned Subsidiary of the Borrower.

SECTION 5.11 Anti-Corruption Laws; Sanctions. Holdings and its Consolidated Subsidiaries will conduct their business in compliance in all material respects with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other applicable anti-corruption legislation in other jurisdictions and with all applicable Sanctions, and maintain policies and procedures designed to promote and achieve compliance with such laws and Sanctions.

SECTION 5.12 Use of Proceeds. The proceeds of Loans and other Credit Events will be used, directly or indirectly, (i) for working capital, capital expenditures, and other lawful corporate purposes and (ii) to finance acquisitions and other investments, including acquisitions and purchases of Royalty Assets.

ARTICLE VI

Negative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan, all fees payable hereunder shall have been paid in full and all Obligations (other than Pari Bank Product Obligations and contingent indemnification and expense reimbursement obligations as to which no claim has been made) hereunder have been paid or satisfied and all Letters of Credit shall have expired or terminated or been Cash Collateralized on terms satisfactory to the Issuing Banks (or have been backstopped by a letter of credit reasonably satisfactory to the applicable Issuing Bank or deemed reissued under another agreement reasonably acceptable to the applicable Issuing Banks) and all L/C Disbursements shall have been reimbursed, Holdings and the Borrower covenant and agree with the Administrative Agent, the Lenders and the Issuing Banks that:

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SECTION 6.01 Funded Debt. Holdings will not permit any Subsidiary that is not a Loan Party (other than any Permitted FinCo) to, create, incur, assume or permit to exist any Funded Debt, except:

(a) Funded Debt created under the Loan Documents, including any Guarantee of the Obligations entered into pursuant to Section 5.09;

(b) Funded Debt existing on the Effective Date and set forth in Schedule 6.01 or that could be incurred on the Effective Date pursuant to commitments set forth in Schedule 6.01 or as contemplated in Schedule 6.01 and Permitted Refinancing Indebtedness in respect of Funded Debt permitted by this clause (b);

(c) (i) Funded Debt of any Subsidiary that is not a Loan Party owing to (x) a Loan Party or (y) any other Subsidiary; (ii) Guarantees of Funded Debt of any Loan Party by any Subsidiary, so long as the Borrower complies with the obligations described in Section 5.09, to the extent applicable; and (iii) Guarantees of Funded Debt of any Subsidiary by any other Subsidiary;

(d) (x) Funded Debt of any Person that becomes a Subsidiary of Holdings or Funded Debt assumed in connection with an acquisition or other investment after the Effective Date that is not prohibited under this Agreement; provided that such Funded Debt (A) existed at the time such Person became a Subsidiary of Holdings or the assets subject to such Funded Debt were acquired and (B) was not created or incurred in anticipation thereof and (y) Permitted Refinancing Indebtedness in respect of the foregoing;

(e) (x) Funded Debt that is issued, assumed or guaranteed (i) prior to, at the time of, or within 12 months after the acquisition of any assets or property for the purpose of financing all or any part of the purchase price thereof and (ii) for which recourse for the repayment thereof is limited to such assets or property and any alteration, repair, improvement and accessions thereto; provided that, the aggregate outstanding principal amount of such Funded Debt issued, assumed or guaranteed pursuant to this clause (e) (including Permitted Refinancing Indebtedness permitted by sub-clause (y)), together with the aggregate outstanding principal amount of any Funded Debt issued, assumed or guaranteed in reliance on Section 6.01(f) and the outstanding principal amount of any Funded Debt that is secured by any assets, property or revenue of any Loan Party in reliance on Section 6.02(c), shall not at the time of incurrence exceed $250,000,000 and (y) Permitted Refinancing Indebtedness in respect of the foregoing;

(f) (x) Funded Debt issued, assumed or guaranteed (i) prior to, at the time of, or within 12 months after the completion of the construction and commencement of commercial operation, alteration, repair or improvement of any assets or property for the purpose of financing all or any part of the cost thereof, and (ii) for which recourse for the repayment thereof is limited to such assets or property and any alteration, repair, improvement and accessions thereto; provided that, the aggregate outstanding principal amount of such Funded Debt issued, assumed or guaranteed pursuant to this clause (f) (including Permitted Refinancing Indebtedness permitted by sub-clause (y)), together with the aggregate outstanding principal amount of any Funded Debt issued, assumed or guaranteed in reliance on Section 6.01(e) and the outstanding principal amount of any Funded Debt that is secured by any assets, property or revenue of any

Loan Party in reliance on Section 6.02(c), shall not at the time of incurrence exceed $250,000,000 and (y) Permitted Refinancing Indebtedness in respect of the foregoing;

(g) Funded Debt in respect of bankers' acceptances and similar instruments (including bank guaranties, surety bonds, comfort letters, keep-well agreements and capital maintenance agreements) issued or incurred in the ordinary course of the activities of a company operating in the pharmaceutical or life sciences sector (and not for the purpose of financing acquisitions);

(h) Funded Debt supported by a Letter of Credit, in a principal amount not to exceed the face amount of such Letter of Credit;

(i) Funded Debt in respect of judgments, decrees, attachments or awards that do not constitute an Event of Default under clause (k) of Section 7.01;

(j) Funded Debt consisting of bona fide purchase price adjustments or indemnification and similar obligations incurred in connection with acquisitions not prohibited by Section 6.05;

(k) [reserved];

(l) (x) other Funded Debt; provided that, the aggregate outstanding principal amount of such Funded Debt issued, assumed or guaranteed pursuant to this clause (l) (including Permitted Refinancing Indebtedness permitted by sub-clause (y)), together with the aggregate outstanding principal amount of any Funded Debt that is secured by any assets, property or revenue of any Loan Party in reliance on Section 6.02(j), shall not at the time of incurrence exceed the greater of (x) $1,300,000,000 and (y) 50% of Adjusted

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EBITDA for the most recent Test Period, determined on a Pro Forma Basis and (y) Permitted Refinancing Indebtedness in respect of the foregoing; and

(m) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (a) through (l) above.

SECTION 6.02 Liens. Holdings and the Borrower will not, and will not permit any other Loan Party to, create, incur, assume or permit to exist any Lien on any assets, property or revenue, whether now owned or hereafter acquired (collectively, "Property"), of such Loan Party to secure Funded Debt, without providing that the Obligations (together with any other Funded Debt of such Loan Party existing at such time or thereafter created that is not subordinate to the Obligations that is required to be secured on an equal and ratable basis) shall be secured equally and ratably with (or prior to) such secured Funded Debt, so long as such secured Funded Debt shall be so secured, except that the foregoing shall not prohibit any Loan Party from creating, incurring, assuming or permitting to exist any of the following Liens:

(a) any Lien on any Property of a Loan Party existing on the Effective Date and set forth in Schedule 6.02 and any modifications, replacements, renewals or extensions

thereof; provided that (i) such Lien shall not apply to any other Property of such Loan Party other than (A) improvements and after-acquired Property that is affixed or incorporated into the Property covered by such Lien or financed by Funded Debt permitted under Section 6.01 and (B) proceeds and products thereof, and (ii) such Lien shall secure only those obligations which it secures on the Effective Date and any Permitted Refinancing Indebtedness in respect thereof;

(b) any Lien existing on any Property prior to the acquisition thereof by any Loan Party (including on the Equity Interests of any Person that becomes a Subsidiary of a Loan Party) or existing on any Property of any Person that becomes a Loan Party after the Effective Date prior to the time such Person becomes a Subsidiary of Holdings; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary of Holdings, as the case may be, (ii) such Lien shall not apply to any other Property of such Loan Party (other than the proceeds or products of the Property covered by such Lien and other than improvements and after-acquired property that is affixed or incorporated into the Property covered by such Lien) and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be, and Permitted Refinancing Indebtedness in respect thereof;

(c) (x) Liens securing Funded Debt on or with respect to Property acquired from any Person other than Holdings or any of its Subsidiaries (including acquisitions through merger or consolidation or the acquisition of Equity Interests of any Person owning such property), leased, constructed, improved or repaired by Holdings or any of its Subsidiaries (including general intangibles, proceeds and improvements, accessories and upgrades thereto) if such Liens are created contemporaneously with, or within twelve (12) months after, such acquisition or lease or the commencement or completion of construction, improvement or repair to secure or provide for the payment of all or a portion of the purchase price of such Property or the cost of construction or improvement or repair thereof (including any Funded Debt and other obligations incurred to finance such acquisition, lease, construction, improvement or repair), as the case may be; provided that, the aggregate outstanding principal amount of any Funded Debt that is secured by any Property of any Loan Party in reliance on this clause (including any Permitted Refinancing Indebtedness permitted to be secured by sub-clause (y)), together with the aggregate outstanding principal amount of any Funded Debt issued, assumed or guaranteed in reliance on Section 6.01(e) or 6.01(f), shall not at the time of incurrence exceed $250,000,000 and (y) any Liens securing Permitted Refinancing Indebtedness in respect of any Funded Debt initially secured pursuant to the preceding sub-clause (x), so long as such Liens shall not apply to any Property of such Loan Party that did not secure such initial Funded Debt (other than the proceeds or products of the Property covered by such Lien and other than improvements and after-acquired property that is affixed or incorporated into the Property covered by such Lien);

(d) statutory liens, liens for taxes or assessments or governmental liens not yet due or delinquent or which can be paid without penalty or are being contested in good faith by appropriate proceedings and for which Holdings or the applicable Subsidiary, as the case may be, has set aside on its books reserves to the extent required by GAAP;

(e) Liens in favor of any Loan Party;

(f) Liens in respect of judgments, decrees, attachments or awards that do not constitute an Event of Default under clause (k) of Section 7.01;

(g) Liens securing insurance premiums financing arrangements; provided that such Liens are limited to the applicable unpaid insurance premiums under the insurance policy related to such insurance premium financing arrangement;

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(h) Liens in favor of the Administrative Agent for the benefit of the Issuing Banks and the Revolving Lenders on cash and Cash Equivalents deposited as Cash Collateral on Letters of Credit as contemplated by this Agreement;

(i) Liens on any margin stock, if and to the extent the value of all margin stock of Holdings and its Subsidiaries exceeds 25% of the value of the total assets subject to this Section 6.02; and

(j) (x) Liens on the Property of any Loan Party securing Funded Debt not otherwise permitted by this Section 6.02; provided that, the aggregate outstanding principal amount of such Funded Debt permitted to be incurred pursuant to this clause (j) (including any Permitted Refinancing Indebtedness permitted to be secured by sub-clause (y)), together with the aggregate outstanding principal amount of any Funded Debt that is incurred in reliance on Section 6.01(l), shall not at the time of incurrence exceed the greater of (x) $1,300,000,000 and
(y) 50% of Adjusted EBITDA for the most recent Test Period, determined on a Pro Forma Basis; and (y) Liens securing Permitted Refinancing Indebtedness in respect of any Funded Debt initially secured pursuant to the preceding sub-clause (x), so long as such Liens shall not apply to any Property of such Loan Party that did not secure such initial Funded Debt (other than the proceeds or products of the Property covered by such Lien and other than improvements and after-acquired property that is affixed or incorporated into the Property covered by such Lien).

SECTION 6.03 Fundamental Changes. None of the Loan Parties may consolidate with or merge into any other Person, or convey, transfer or lease its properties and assets substantially as an entirety to any Person, unless (i) such Loan Party is the surviving Person, or the Person formed by such consolidation or into which such Loan Party is merged or the Person which acquires by conveyance or transfer, or which leases, such Loan Party's properties and assets substantially as an entirety (the "Successor Party") is a corporation, limited liability company, partnership or other entity that is organized and validly existing under the laws of the United States, England and Wales or other jurisdiction reasonably acceptable to each Lender, and has expressly assumed by a joinder agreement in form and substance reasonably satisfactory to the Administrative Agent and the Borrower all of the obligations of such Loan Party under this Agreement and any other Loan Documents, (ii) immediately after giving effect to such transaction, no Default or Event of Default has occurred and is continuing and (iii) solely with respect to any transaction with a Successor Party, all documentation and other information with respect to such Successor Party as reasonably requested in writing no less than ten Business Days prior to the proposed effectiveness of such transaction by the Administrative Agent or any Lender that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation, the Patriot Act, shall

have been so provided no later than three Business Days prior to the date of such transaction (or such later date as may be agreed by the Administrative Agent).

SECTION 6.04 Restricted Payments. Neither Holdings nor the Borrower will make, directly or indirectly, any Restricted Payment, except:

(a) Holdings or the Borrower may declare and pay dividends or other distributions with respect to their Equity Interests payable solely in additional shares of their Qualified Equity Interests or options to purchase Qualified Equity Interests;

(b) Holdings or the Borrower may make Restricted Payments pursuant to and in accordance with stock option plans, other benefit plans for present or former officers, directors, consultants or employees of Holdings or any of its Subsidiaries (including director fees) in an amount not to exceed $25,000,000 in any fiscal year (with any unused amount of such base amount available for use in the next succeeding fiscal year);

(c) repurchases of Equity Interests in Holdings or the Borrower deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants;

(d) the payment of cash in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exercisable for Qualified Equity Interests of Holdings or the Borrower;

(e) payments made to exercise, settle or terminate any Permitted Warrant Transaction (A) by delivery of Holdings' common stock constituting Qualified Equity Interests,
(B) by set-off against the related Permitted Bond Hedge Transaction, or (C) with cash payments in an aggregate amount not to exceed the aggregate amount of any payments received by Holdings or any of its Subsidiaries pursuant to the exercise, settlement or termination of any related Permitted Bond Hedge Transaction;

(f) payments made in connection with any Permitted Bond Hedge Transaction;

(g) [reserved];

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(h) Restricted Payments in respect of Payments for Operating and Professional Costs;

(i) [reserved];

(j) the performance of payment and other obligations under Guarantees to the extent such Guarantees are permitted under Section 6.01; and

(k) any other Restricted Payment if such Restricted Payment is made at a time when an Event of Default is not continuing; provided that, (i) any Restricted Payment made within 60 days after the date of declaration thereof shall be permitted under this clause (k) if, on the date of declaration of such Restricted Payment, no Event of Default was continuing and (ii) this clause (k) shall be subject to Section 1.14.

SECTION 6.05 Investments. Holdings will not, and will not permit any of its Subsidiaries to, make or permit to exist any Investments, other than:

(a) Investments by Holdings or any Subsidiary thereof in cash and Cash Equivalents;

(b) loans or advances to officers, directors, consultants and employees of Holdings and the Subsidiaries (i) for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes, (ii) in connection with such Person's purchase of Equity Interests of Holdings, provided that the amount of such loans and advances shall be contributed to the Borrower in cash as common equity, and (iii) for purposes not described in the foregoing subclauses (i) and (ii), in an aggregate principal amount outstanding not to exceed $25,000,000;

(c) (i) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business and (ii) Investments (including debt obligations and Equity Interests) received in satisfaction or partial satisfaction thereof of royalty receivables from financially troubled account debtors;

(d) Investments in Swap Agreements in the ordinary course of business;

(e) Investments in the ordinary course of business in prepaid expenses, negotiable instruments held for collection and lease, utility and worker's compensation, performance and other similar deposits provided to third parties;

(f) Investments in the ordinary course of business consisting of endorsements for collection or deposit;

(g) Investments in the ordinary course of business consisting of the licensing or contribution of intellectual property pursuant to development, marketing or manufacturing agreements or arrangements or similar agreements or arrangements with other Persons;

(h) advances of payroll payments, fees or other compensation to officers, directors, consultants or employees, in the ordinary course of business;

(i) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of Holdings;

(j) Permitted Bond Hedge Transactions which constitute Investments;

(k) Investments by Holdings or any Subsidiary thereof in Holdings or any other Subsidiary thereof, except that Investments in any Permitted FinCo shall be limited to the purposes contemplated by the definition of Permitted Activities;

(l) Investments in any Subsidiary of Holdings, the proceeds of which are used to satisfy milestone payments, installment payments, royalty or revenue sharing payments and payments of research and development expenses and acquire Royalty Assets;

(m) the performance of payment and other obligations under Guarantees to the extent such Guarantees are permitted under Section 6.01; and

(n) any other Investment if such Investment is initially made at a time when an Event of Default is not continuing; provided that, (i) any Investment existing prior to the continuation of an Event of Default (and any modification, renewal or extension thereof that does not increase the amount of the original Investment except by the terms of such Investment) shall be permitted pursuant

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to this clause (n), including, without limitation, investments in the SLP Interests and any other Investment existing as of the Effective Date and (ii) this clause (n) shall be subject to Section 1.14.

Notwithstanding the foregoing, Investments by Holdings or any Subsidiary thereof in RP Investments and its Subsidiaries shall be permitted under this Section 6.05 only to the extent permitted under Section 6.08; provided that, this sentence shall automatically cease to apply if RP Investments becomes a direct or indirect wholly-owned Subsidiary of the Borrower.

SECTION 6.06 Financial Covenants.

(a) Consolidated Leverage Ratio. Holdings will not permit the Consolidated Leverage Ratio as of the last day of any fiscal quarter of Holdings (commencing with the fiscal quarter ending September 30, 2021) to be greater than 4.00 to 1.00; provided that upon the Administrative Agent's receipt of a QMA Notice and subject to the limitations set forth in the definition of Qualifying Material Acquisition, such ratio shall be increased by 0.50 to 1.00 for the four consecutive fiscal quarters ended immediately after the applicable Consummation Date; provided, further, that (x) if the Consummation Date is the last day of a fiscal quarter, subject to clause (y), the increased ratio set forth above shall apply as of such date and the three consecutive immediately following fiscal quarters and (y) if the applicable QMA Notice Date occurs after the date on which the financial statements for the fiscal quarter (or, if applicable, fiscal year) ended immediately after (or, if applicable, on) the applicable Consummation Date are due pursuant to Sections 5.01(a) or (b), such increased ratio shall only apply for the three consecutive fiscal quarters ended immediately after such initial fiscal quarter ended immediately after (or, if applicable, on) the applicable Consummation Date; provided, further, that (i) such increase in the Consolidated Leverage Ratio shall be limited to three uses (plus one additional time following an extension of the Revolving Credit Maturity Date pursuant to an Extended Revolving Commitment) and (ii) there must be at least two consecutive fiscal quarters not subject to such increase in the Consolidated Leverage Ratio between such uses.

(b) Consolidated Coverage Ratio. Holdings will not permit the Consolidated Coverage Ratio as of the last day of any fiscal quarter of Holdings (commencing with the fiscal quarter ending September 30, 2021) to be less than 2.50 to 1.00.

(c) Consolidated Portfolio Cash Flow Ratio. Holdings will not permit theConsolidated Portfolio Cash Flow Ratio as of the last day of any fiscal quarter of Holdings(commencing with the fiscal quarter ended December 31, 2023) to be greater than 5.00 to 1.00;provided that upon the Administrative Agent's receipt of a QMA Notice and subject to thelimitations set forth in the definition of Qualifying Material Acquisition, such ratio shall beincreased by 0.50 to 1.00 for the four consecutive fiscal quarters ended immediately after theapplicable Consummation Date; provided, further, that (x) if the Consummation Date is the lastday of a fiscal quarter, subject to clause (y), the increased ratio set forth above shall apply as ofsuch date and the three consecutive immediately following fiscal quarters and (y) if theapplicable QMA Notice Date occurs after the date on which the financial statements for thefiscal quarter (or, if applicable, fiscal year) ended immediately after (or, if applicable, on) theapplicable Consummation Date are due pursuant to Sections 5.01(a) or (b), such increased ratioshall only apply for the three consecutive fiscal quarters ended immediately after such initialfiscal quarter ended immediately after (or, if applicable, on) the applicable Consummation Date;provided, further, that (i) such increase in the Consolidated Portfolio Cash Flow Ratio shall belimited to three uses (plus one additional time following an extension of the Revolving CreditMaturity Date pursuant to an Extended Revolving Commitment) and (ii) there must be at leasttwo consecutive fiscal quarters not subject to such increase in the Consolidated Portfolio CashFlow Ratio between such uses.

SECTION 6.07 Holding Companies. Any holding company Subsidiary of Holdings that directly or indirectly owns the Equity Interests of the Borrower will not engage in any business or activity other than (a) Permitted Activities and (b) the incurrence or issuance of Funded Debt, and the granting of Liens on any Property thereof to secure Funded Debt, to the extent permitted under this Agreement.

SECTION 6.08 RP Investments.

(a) The Borrower will not permit RP Investments and its Subsidiaries to (a) create, incur, assume or permit to exist any indebtedness for borrowed money, other than any such indebtedness (i) existing on the Effective Date or (ii) described in the Amendment No. 3 Final Structure, (b) create or suffer to exist any Lien on any Property or asset now owned or hereafter acquired by any of them securing Funded Debt, other than Liens (i) existing on the Effective Date or (ii) described in the Amendment No. 3 Final Structure or (c) engage in any material business activity other than Permitted Activities or own any material assets other than assets owned on the Effective Date or assets acquired pursuant to Permitted Activities.

(b) Holdings and its Subsidiaries (other than RP Investments and its Subsidiaries) shall not make any Investments in RP Investments and its subsidiaries, other than (i) Investments existing as of the Effective Date, (ii) Investments in RP Investments or any Subsidiary thereof, the proceeds of which are used to satisfy its pro rata portion of

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milestone payments, installment payments, royalty or revenue sharing payments and payments of research and development expenses and acquired Royalty Assets, in each case with respect to contractual obligations of RP Investments or such Subsidiary existing on the Effective Date, (iii) Investments in the ordinary course of business incidental or reasonably incidental to Permitted Activities, (iv) Investments by RPI 2019 or any direct or indirect parent company thereof in the form of any purchase or other acquisition of additional beneficial interests in RP Investments or (v) Investments contemplated by the Amendment No. 3 Restructuring Transactions or any Investments in connection with a Specified New RP Transaction.

(c) The Borrower shall, at all times, directly or indirectly, own at least the percentage of beneficial interests in RP Investments so held, indirectly, by the Borrower as of the Effective Date.

(d) Notwithstanding the foregoing, the obligations and restrictions set forth in this Section 6.08 shall automatically cease to apply if RP Investments becomes a direct or indirect wholly-owned Subsidiary of the Borrower.

Notwithstanding anything to the contrary in this Article VI, the consummation of any of the Amendment No. 3 Restructuring Transactions shall be deemed permitted under, and shall be deemed to not constitute a failure to perform or observe any term, covenant or agreement contained in, this Article VI (other than in respect of Section 6.06).

ARTICLE VII

Events of Default

SECTION 7.01 Events of Default. If any of the following events (each an "Event ofDefault") shall occur and be continuing at any time on and from the Effective Date:

(a) the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any L/C Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement, when and as the same shall become due and payable, and such failure to pay interest shall continue unremedied for a period of three (3) Business Days, or such failure to pay any fee or any other amount shall continue unremedied for a period of five (5) Business Days;

(c) any representation or warranty made or deemed made by or on behalf of Holdings or any Subsidiary thereof in or in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document required to be delivered in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver

thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) any Loan Party shall fail to observe or perform (i) any covenant, condition or agreement contained in Section 5.03(i) (as to the Borrower's or Holdings' existence), Section 5.02(a), Section 5.12 or Article VI or (ii) the covenant contained in Section 5.10 and such failure shall continue unremedied for a period of five (5) Business Days (or such longer period as the Administrative Agent shall agree in its reasonable discretion);

(e) any Loan Party, as applicable, shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clause (a), (b) or (d) of this Article) or any other Loan Document, and such failure shall continue unremedied for a period of thirty (30) days after written notice thereof from the Administrative Agent to the Borrower;

(f) (i) any Loan Party or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Funded Debt (other than any Swap Agreement), when and as the same shall become due and payable, or if a grace period shall be applicable to such payment under the agreement or instrument under which such Funded Debt was created, beyond such applicable grace period; or (ii) the occurrence under any Swap Agreement of an "early termination date" (or equivalent event) of such Swap Agreement resulting from any event of default or "termination event" under such Swap Agreement as to which any Loan Party or any Subsidiary is the "defaulting party" or "affected party" (or equivalent term) and, in either event, the termination value with respect to any such Swap Agreement owed by any Loan Party or any Subsidiary as a result thereof is greater than $100,000,000 and any Loan Party or any Subsidiary fails to pay such termination value when due after applicable grace periods;

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(g) Holdings or any Subsidiary thereof shall default in the performance of any obligation in respect of any Material Funded Debt or any "change of control" (or equivalent term) shall occur with respect to any Material Funded Debt, in each case, that results in such Material Funded Debt becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both, but after giving effect to any applicable grace period) the holder or holders of such Material Funded Debt or any trustee or agent on its or their behalf to cause such Material Funded Debt to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity (other than solely in Qualified Equity Interests); provided that this clause (g) shall not apply to (i) secured Funded Debt that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Funded Debt or as a result of a casualty event affecting such property or assets; or (ii) any "change of control" put arising as a result of any acquisition of any Acquired Entity or Business or any of its subsidiaries so long as any such Funded Debt that is put in accordance with the terms of such Funded Debt is paid as required by the terms of such Funded Debt;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization, moratorium, bankruptcy, dissolution or

other relief in respect of any Loan Party or any Material Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator, administrator, trustee in bankruptcy or similar official for any Loan Party or any Material Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed or unstayed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) any Loan Party or any Material Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization, moratorium, bankruptcy, dissolution or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator, administrator, trustee in bankruptcy or similar official for any Loan Party or any Material Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any corporate action for the purpose of effecting any of the foregoing;

(j) any Loan Party or any Material Subsidiary shall become generally unable, admit in writing its inability generally or fail generally to pay its debts as they become due;

(k) one or more final, non-appealable judgments for the payment of money in an aggregate amount in excess of $100,000,000 (to the extent due and payable and not covered by insurance as to which the relevant insurance company has not denied coverage) shall be rendered against any Loan Party, any Subsidiary or any combination thereof and the same shall remain unpaid or undischarged for a period of sixty (60) consecutive days during which execution shall not be paid, bonded or effectively stayed;

(l) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect;

(m) a Change in Control shall occur; or

(n) at any time any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder (including as a result of a transaction permitted under Section 6.03) or as a result of acts or omissions by the Administrative Agent or any Lender or the satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party contests in writing the validity or enforceability of any provision of any Loan Document; or any Loan Party denies in writing that it has any further liability or obligations under any Loan Document (other than as a result of repayment in full of the Obligations and termination of the Commitments), or purports in writing to revoke or rescind any Loan Document, in each case with respect to a material provision of any such Loan Document;

then, and in every such event (other than an event with respect to the Borrower described in clause (h), (i) or (j) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments and any obligation of an Issuing Bank to make L/C Credit Extensions, and thereupon the Commitments and such obligations shall terminate immediately,
(ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder and under the other Loan Documents, shall become due and payable immediately, and (iii) require that the Borrower Cash Collateralize the Letters of

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Credit in accordance with Section 2.05(g), without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; provided, that in case of any event with respect to the Borrower described in clause (h), (i) or (j) of this Article, the Commitments and any obligation of an Issuing Bank to make L/C Credit Extensions shall automatically terminate, the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other Obligations accrued hereunder and under the other Loan Documents, shall automatically become due and payable, and the obligations of the Borrower to Cash Collateralize the Letters of Credit as aforesaid shall automatically become effective, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

SECTION 7.02 Application of Funds. After the exercise of remedies provided for in the preceding paragraph (or after the Loans have automatically become immediately due and payable and the Letters of Credit have automatically been required to be Cash Collateralized as set forth in the proviso to the preceding paragraph), any amounts received on account of the Obligations shall, subject to the provisions of Sections 2.05(g) and 2.22, be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations (other than Pari Bank Product Obligations) constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Sections 2.14, 2.15, 2.16 and 2.18) payable to the Administrative Agent in its capacity as such;

Second,to payment of that portion of the Obligations (other than Pari Bank Product Obligations) constituting fees, indemnities and other amounts (other than principal, interest and fees in respect of Letters of Credit) payable to the Lenders and the Issuing Banks (including fees, charges and disbursements of counsel to the respective Lenders and the Issuing Banks and amounts payable under Sections 2.14, 2.15, 2.16 and 2.18), ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations (other than Pari Bank Product Obligations) constituting accrued and unpaid fees in respect of Letters of Credit and

interest on the Loans, L/C Borrowings, ratably among the Lenders and the Issuing Banks in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans and L/C Borrowings and amounts then owing Pari Bank Product Obligations, ratably among the Lenders, the Issuing Banks, the Pari Bank Product Providers in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the Administrative Agent for the account of the applicable Issuing Bank, to Cash Collateralize that portion of the Letters of Credit comprised of the aggregate undrawn amount of Letters of Credit to the extent not otherwise Cash Collateralized by the Borrowers pursuant to Section 2.05;

Sixth, to all other Obligations; and

Last, the balance, if any, to the Borrower or as otherwise required by Law.

Subject to Section 2.05, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fifth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, the Pari Bank Product Obligations shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may request, from the applicable Pari Bank Product Provider. Each Pari Bank Product Provider not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article VIII hereof for itself and its Affiliates as if a “Lender” party hereto. Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor or its assets, but appropriate adjustments shall be made with respect to payments from other Loan Parties to preserve the allocation to Obligations otherwise set forth above in this Section.

ARTICLE VIII

The Administrative Agent

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(a) Each of the Lenders and the Issuing Banks hereby irrevocably appoints Bank of America to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article VIII and Article XI are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Banks, and neither Holdings nor any of its

Subsidiaries shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any banking, trust, financial, advisory, underwriting or other kind of business with the Loan Parties or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders or to provide notice or consent of the Lenders with respect thereto.

(c) The Administrative Agent or the Arrangers, as applicable, shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its or their duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent, the Arrangers and their respective Related Parties, as applicable, (a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing; (b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or by the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; (c) shall not have any duty or responsibility to disclose, and shall not be liable for the failure to disclose, to any Lender or any Issuing Bank, any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their Affiliates, that is communicated to, obtained or in the possession of, the Administrative Agent, any Arranger or any of their Related Parties in any capacity, except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein; (d) shall not be liable for any action taken or not taken by it under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby or thereby (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the

Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided herein) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and non-appealable judgment, and the Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice describing such Default thereof is given to the Administrative Agent by the Borrower, a Lender or an Issuing Bank; and (e) shall not be responsible for or have any duty or obligation to any Lender, any Issuing Bank, any Participant or any other Person to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(d) The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the

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satisfaction of a Lender or an Issuing Bank, the Administrative Agent may presume that such condition is satisfactory to such Lender or such Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or such Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Loan Parties), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

(e) The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more subagents appointed by the Administrative Agent. The Administrative Agent and any such subagent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article VIII shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and

non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

(f) (2) The Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Banks and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(ii) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable Law, by notice in writing to the Borrower and such Person remove such Person as Administrative Agent and in consultation with the Borrower, appoint a successor. If no such successor shall have been so appointed and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(iii) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (1) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each Issuing Bank directly, until such time, if any, of the appointment of a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or removed) Administrative Agent (other than as provided in Section 2.16(f) and other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Loan Parties to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article VIII,

Article XI and Section 9.03 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring or removed Administrative Agent was acting as Administrative Agent and (ii) after such resignation or removal for as long as any of them continues to act in any capacity hereunder or under the other Loan Documents, including in respect of any actions taken in connection with transferring the agency to any successor Administrative Agent.

(iv) Any resignation by Bank of America as Administrative Agent pursuant to this clause (f) shall also constitute its resignation as an Issuing Bank. If Bank of America resigns as an Issuing Bank, it shall retain all the rights, powers, privileges and

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duties of an Issuing Bank hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as Issuing Bank and all Obligations in respect of Letters of Credit with respect thereto, including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.05(c). Upon the appointment by the Borrower of a successor Issuing Bank hereunder (which successor shall in all cases be a Lender other than a Defaulting Lender and shall expressly agree to assume such role), (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Issuing Bank, (b) the retiring Issuing Bank shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents, and (c) the successor Issuing Bank shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Bank of America to effectively assume the obligations of Bank of America with respect to such Letters of Credit.

(g) Each Lender and each Issuing Bank expressly acknowledges that none of the Administrative Agent nor any Arranger has made any representation or warranty to it, and that no act by the Administrative Agent or any Arranger hereafter taken, including any consent to, and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by the Administrative Agent or any Arranger to any Lender or any Issuing Bank as to any matter, including whether the Administrative Agent or any Arranger have disclosed material information in their (or their Related Parties') possession. Each Lender and each Issuing Bank represents to the Administrative Agent and the Arrangers that it has, independently and without reliance upon the Administrative Agent, the Arrangers, any other Lender or other Issuing Bank or any of their respective Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis of, appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrower hereunder. Each Lender and each Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative

Agent, the Arrangers, any other Lender or other Issuing Bank or any of their respective Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties. As of the date it becomes a Lender or an Issuing Bank, as applicable, party hereto, each Lender and each Issuing Bank represents and warrants that (i) it is the intention of such Lender or such Issuing Bank, as applicable, that the Loan Documents set forth the terms of a commercial lending facility and (ii) it is engaged in making, acquiring or holding commercial loans in the ordinary course and is entering into this Agreement as a Lender or Issuing Bank for the purpose of making, acquiring or holding commercial loans and providing other facilities set forth herein as may be applicable to such Lender or Issuing Bank, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each Lender and each Issuing Bank agrees not to assert a claim in contravention of the foregoing. Each Lender and each Issuing Bank represents and warrants that it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or such Issuing Bank, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities.

(h) [Reserved].

(i) The Lenders and the Issuing Banks irrevocably agree that any Subsidiary Guarantor shall be automatically released from its obligations under the Guarantee Agreement if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder (and the Administrative Agent may rely conclusively on a certificate to that effect provided to it by a Responsible Officer of the Borrower without further inquiry). Upon request by the Administrative Agent at any time, the Required Lenders (or such greater number of Lenders as may be required by Section 9.02) will confirm in writing the Administrative Agent's authority to release the Guarantor from its obligations under the Guarantee Agreement pursuant to this paragraph (i). The Administrative Agent will (and each Lender irrevocably authorizes the Administrative Agent to), at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of the Guarantor from its obligations under the Guarantee Agreement.

(j) Anything herein to the contrary notwithstanding, none of the Arrangers, Co-Syndication Agents or Co-Documentation Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or an Issuing Bank hereunder.

(k) The Administrative Agent and each Arranger hereby informs the Lenders and the Issuing Banks that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the

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transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (x) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments and this Agreement,
(y) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (z) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

(l) Without limitation of any other provision in this Agreement, if at any time the Administrative Agent makes a payment hereunder in error to any Lender or any Issuing Bank (the "Credit Party"), whether or not in respect of an Obligation due and owing by the Borrower at such time, where such payment is a Rescindable Amount, then in any such event, each Credit Party receiving a Rescindable Amount severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount received by such Credit Party in immediately available funds in the currency so received, with interest thereon, for each day from and including the date such Rescindable Amount is received by it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Each Credit Party irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Administrative Agent shall inform each Credit Party promptly upon determining that any payment made to such Credit Party comprised, in whole or in part, a Rescindable Amount.

ARTICLE IX

Miscellaneous

SECTION 9.01 Notices.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications

expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to any Loan Party, the Administrative Agent or any Issuing Bank to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 9.01; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the Issuing Banks hereunder may be delivered or furnished by electronic communication (including e-mail, FpML messaging and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or any Issuing Bank pursuant to Article II if such Lender or such Issuing Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the

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opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE INFORMATION. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to any Loan Party, any Lender, any Issuing Bank or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of such Loan Party's or the Administrative Agent's transmission of Borrower Materials or notices through the platform, any other electronic platform or electronic messaging service, or through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to any Loan Party, any Lender, any Issuing Bank or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower (with respect to the notice address for the Loan Parties), the Administrative Agent and any Issuing Bank may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent and the Issuing Banks. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to any Loan Party or any of their securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent, Issuing Bank and Lenders. The Administrative Agent, the Issuing Banks and the Lenders shall be entitled to rely and act upon any notices (including telephonic or electronic notices, Letter of Credit Applications and Borrowing Requests) purportedly given by or on behalf of the Loan Parties even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. Each Loan Party shall indemnify the Administrative Agent, each Issuing Bank, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of such Loan Party unless due to such Person's gross

negligence or willful misconduct. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

SECTION 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 9.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

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(b) Except as otherwise set forth in this Agreement or any other Loan Document (with respect to such Loan Document), neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders and acknowledged by the Administrative Agent or by the Borrower and the Administrative Agent with the consent of the Required Lenders; provided, that no such agreement shall (i) increase the Commitment of any Lender without the written consent of each Lender directly affected thereby, it being understood that a waiver of any condition precedent set forth in Article IV or the waiver of any Default or mandatory prepayment shall not constitute an increase of any Commitment of any Lender, (ii) reduce the principal amount of any Loan or L/C Advance or reduce the rate of interest or premium thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly affected thereby, it being understood that any change to the definition of "Consolidated Leverage Ratio" or in the component definitions thereof shall not constitute a reduction in the rate; provided that only the consent of the Required Lenders shall be necessary to amend Section 2.12(f) or to waive any obligation of the Borrower to pay interest at the rate set forth therein, (iii) postpone the scheduled date of payment of the principal amount of any Loan or L/C Advance, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly affected thereby, it being understood that the waiver of (or amendment to the terms of) any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest, (iv) change (A) Section 7.02 or (B) Section 2.17(b) or (c) or Section 2.08(c) in a manner that would alter the pro rata sharing or application of payments or the pro rata application of commitment reductions required thereby, without the

written consent of each Lender directly affected thereby, (v) change any of the provisions of this Section, the definition of "Required Lenders" or the definition of "Alternative Currencies" (or any of the provisions of Section 1.08) or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder without the written consent of each Lender or (vi) release all or substantially all of the Guarantors from their obligations under any Guarantee Agreement, without the consent of each Lender; providedfurther that (1) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any Issuing Bank hereunder without the prior written consent of the Administrative Agent or the relevant Issuing Bank, as the case may be and (2) the Administrative Agent and the Borrower may, with the consent of the other but without the consent of any other Person, amend, modify or supplement this Agreement and any other Loan Document to cure any ambiguity, omission, typographical or technical error, mistake, defect or inconsistency (or to conform any other Loan Document to be consistent with the requirements of this Agreement). Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder which does not require the consent of each affected Lender (it being understood that any Commitments or Loans held or deemed held by any Defaulting Lender shall be excluded for a vote of the Lenders hereunder requiring any consent of less than all affected Lenders).

Notwithstanding the foregoing, this Agreement and the other Loan Documents may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (i) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Revolving Credit Exposures and the accrued interest and fees in respect thereof and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

SECTION 9.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Arrangers and their relevant Affiliates within 30 days of a written demand therefor, including the reasonable and documented fees, charges and disbursements of a single counsel for the Arrangers, the Administrative Agent, and the Issuing Bank collectively (and, if necessary, one local counsel in each relevant material jurisdiction and regulatory counsel), in connection with the syndication of the credit facilities provided for herein, preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by the relevant Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, any Issuing Bank or any Lender, including the reasonable and documented fees, charges and disbursements of a single counsel (and, if necessary, one local

counsel in each relevant material jurisdiction, regulatory counsel and in the case of any conflict of interest, one additional counsel for group of similarly situated persons taken as a whole, limited to one such additional counsel and one local counsel in each relevant material jurisdiction), in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such reasonable and

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documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) The Borrower shall, without duplication, indemnify the Administrative Agent, the Arrangers, each Issuing Bank, and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related reasonable and documented out-of-pocket expenses, including the reasonable and documented fees, charges and disbursements of a single counsel for the Indemnitees taken as a whole (and, if necessary, one local counsel in each relevant material jurisdiction and in the case of any conflict of interest, one additional counsel for group of similarly situated Indemnitees taken as a whole, limited to one such additional counsel and one local counsel in each relevant material jurisdiction), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) [reserved], or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto and whether brought by the Borrower, its equityholders or any third party; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from (A) the bad faith, gross negligence or willful misconduct of such Indemnitee or any of its officers, directors, employees, Affiliates or controlling Persons (such persons, the "Related IndemniteeParties"), (B) the material breach of this Agreement or any other Loan Document by such Indemnitee or any of its Related Indemnitee Parties or (C) any dispute solely among Indemnitees (other than any dispute involving claims against the Administrative Agent, any Arranger or any Issuing Bank, in each case in its capacity as such) and not arising out of any act or omission of the Borrower or any of its Affiliates.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent or an Issuing Bank under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent or the relevant Issuing Bank, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount;

provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the

case may be, was incurred by or asserted against the Administrative Agent or such Issuing Bank in its capacity as such.

(d) To the extent permitted by applicable Laws, no party hereto shall assert, and each party hereto hereby waives, any claim against any other party hereto and any Indemnitee on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided, that this clause (d) shall in no way limit the Borrower's indemnification obligations set forth in this Section 9.03. No Indemnitee referred to in paragraph (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby, except to the extent that such damages are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(e) All amounts due under this Section shall be payable not later than fifteen (15) days after written demand therefor; provided, however, that an Indemnitee shall promptly refund and return any amount received under this Section 9.03 to the extent that there is a final judicial or arbitral determination that such Indemnitee was not entitled to indemnification rights with respect to such payment pursuant to the express terms of this Section 9.03.

(f) This Section 9.03 shall not apply to Taxes, except for Taxes which represent costs, losses, claims, etc. with respect to a non-Tax claim.

SECTION 9.04 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the

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Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subsection (b) of this Section 9.04, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section 9.04 or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section 9.04 and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans (including for purposes of this subsection (b), participations in L/C Disbursement) at the time owing to it) (each such assignee being a "NewLender"); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitments and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $5,000,000, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment of the Class being assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations in respect of any Class of Loans or commitments provided hereunder and any other Class of Loans or Commitment provided hereunder on a non-pro rata basis;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless an Event of Default pursuant to clause (a), (b), (h), (i) or (j) of Section 7.01 has occurred and is continuing at the time of such assignment or the assignment is made to a Lender or to a Lender's Affiliate; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of any

Revolving Commitment unless the assignment is to a Lender or its Affiliate; and

(C) the consent of each Issuing Bank (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding).

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any tax forms required by Section 2.16(f).

(v) No Assignment to Certain Persons. No such assignment shall be made

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(A) to any Defaulting Lender or any of its Subsidiaries, or to any Person that would constitute a "Defaulting Lender" upon becoming a Lender hereunder, (B) to any natural person (or a holding company, investment vehicle or trust for, or owned and operated by or for the primary benefit of one or more natural Persons) or (C) to any Loan Party or any Loan Party's Affiliates or Subsidiaries.

(vi) Assignment to Certain Persons Only. Assignments may be made only to Eligible Banks and Approved Funds.

(vii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Administrative Agent and the Borrower, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, any Issuing Bank or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(viii) Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in

each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 2.14, 2.15, 2.16 and 9.03 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower (and such agency being solely for tax purposes), shall maintain at the Administrative Agent's Office in the United States a copy of each Assignment and Assumption delivered to it (or the equivalent thereof in electronic form) and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) and interest thereon of the Loans and L/C Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower, the Administrative Agent or Issuing Bank, sell participations to any Person (other than a natural person, a Defaulting Lender or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant" or a "New Lender") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Disbursements) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Lenders and the Issuing Banks shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 9.03(c) without regard to the existence of any participation.

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Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in Section 9.02(b)(i) that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.14, 2.15 and 2.16 (subject to the requirements and limitations therein, including the requirements under Section 2.16(f)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section, provided that the Participant shall only be entitled to the benefits of Section 2.16 in respect of UK Tax Deduction if the effect of the participation is to make the Participant the beneficial owner for relevant tax purposes of the interest paid by the Borrower. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Sections 2.17 and 2.18 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts and interest thereon of each participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to comply with United Kingdom withholding Tax rules or to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) and/or 1.163-5 of the United States Treasury Regulations and/or Section 1.163-5 of the proposed United Sates Treasury Regulations (and in each case, including any successor provision thereto). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of the participation in question for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Limitations upon New Lender Rights.

(i) Subject to Section 9.04(e)(ii) below, if:

(A) a Lender assigns, transfers, sells, pledges or assigns a security interest in any of its rights or obligations under this Agreement or changes its Lending Office; and

(B) as a result of circumstances existing at the date the assignment, transfer, sale, pledge, assignment of the security interest or change occurs, a Loan Party would be obliged to make a payment to the New Lender or Lender acting through its new Lending Office under Section 2.14 or Section 2.16,

then the New Lender or Lender acting through its new Lending Office is only entitled to receive payment under those Sections to the same extent as the Lender acting through its previous Lending Office would have been if the assignment, transfer, sale, pledge, assignment of the security interest or change had not occurred, provided that the forgoing limitation shall not apply in respect of a UK Tax Deduction where the assignment, transfer, sale or pledge is made to a Treaty Lender that has included a confirmation of its scheme reference number and its jurisdiction of tax residence in accordance with Section 2.16(f)(iii) if the Borrower making the payment has not filed a duly completed HM Revenue & Customs' Form DTTP2 in respect of such Treaty Lender in accordance with such Section 2.16(f)(iii).

(ii) A New Lender shall not be entitled to receive any greater payment under Section 2.14 or 2.16 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent or results from a Change in Law after the sale of such participation, provided that the forgoing limitation shall not apply in respect of a UK Tax Deduction where the participation is made to a Participant that would be a Treaty Lender if it were a Lender hereunder and that has provided its scheme reference number and its jurisdiction of tax residence in accordance with Section 2.16(f)(iii) as if it were a Lender, if the Borrower making the payment has not filed a duly completed HM Revenue & Customs' Form DTTP2 in respect of such Participant in accordance with such Section 2.16(f)(iii) as if the Participant were a Lender. A Participant that would be a Non-U.S. Lender if it were a Lender shall not be entitled to the benefits of Section 2.16 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 2.16 as though it were a Lender, provided that the foregoing limitation shall not apply in respect of a UK Tax Deduction.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note(s), if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank (each such pledgee or assignee being a "New Lender"); provided

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that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Resignation as Issuing Bank after Assignment. Notwithstanding anything to the contrary contained herein, if at any time an Issuing Bank assigns all of its Revolving Commitment and Revolving Loans pursuant to subsection (b) above, such Issuing Bank may upon 30 days' notice to the Borrower and the Lenders, resign as Issuing Bank. In the event of any such resignation as Issuing Bank, the Borrower shall be entitled to appoint from among the Lenders a successor Issuing Bank hereunder (which successor shall expressly agree to assume such role); provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of such Issuing Bank as an Issuing Bank. If an Issuing Bank resigns as Issuing Bank, it shall retain all the rights, powers, privileges and duties of an Issuing Bank

hereunder with respect to all Letters of Credit issued by it and outstanding as of the effective date of its resignation as Issuing Bank and all L/C Disbursements with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.05(c)). Upon the appointment of a successor Issuing Bank, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Issuing Bank, and (b) the successor Issuing Bank shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the resigning Issuing Bank to effectively assume the obligations of such Issuing Bank with respect to such Letters of Credit.

(h) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower (an "SPC") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan; and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. Each party hereto hereby agrees that (A) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrower under this Agreement (including its obligations under Section 2.14); (B) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable (which indemnity or similar payment obligation shall be retained by the Granting Lender); and (C) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior debt of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained herein, any SPC may (x) with notice to, but without prior consent of the Borrower and the Administrative Agent and with the payment of a processing fee of $3,500, assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (y) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or Guarantee or credit or liquidity enhancement to such SPC.

SECTION 9.05 Survival. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any

Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Event, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding. The provisions of Sections 2.14, 2.15, 2.16 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

SECTION 9.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this

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Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any signature to this Agreement may be delivered by facsimile, electronic mail (including “pdf” or “tif”) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 9.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08 Right of Setoff.

(a) If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final and in whatever currency denominated) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any of and all the Obligations of the Borrower or such other Loan Party now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section

are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

(b) To the extent that any payment by or on behalf of the Borrower or any other Loan Party is made to the Administrative Agent, any Issuing Bank or any Lender, or the Administrative Agent, any Issuing Bank or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such Issuing Bank or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each Issuing Bank severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Overnight Rate from time to time in effect, in the applicable currency of such recovery or payment. The obligations of the Lenders and the Issuing Banks under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

SECTION 9.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York (without regard to the conflict of law principles thereof to the extent that the application of the laws of another jurisdiction would be required thereby).

(b) The Borrower and each other Loan Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Administrative Agent, any Lender, any Issuing Bank or any Related Party of the foregoing in any way related to this Agreement in any forum other than the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The foregoing shall not affect any right that the Administrative Agent

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or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) The Borrower and Holdings each appoint RP Management, LLC at 110 East 59th Street, Suite 3300, New York, NY 10022 as its agent for service of process with respect to any matters relating to this Agreement or any other Loan Document. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12 Confidentiality. Each of the Administrative Agent, the Lenders and the Issuing Banks agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates, auditors and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested or required by any regulatory authority purporting to have jurisdiction over it or any of its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or

regulations or by any subpoena or similar legal process (provided, that (other than in the case of any disclosure to a regulator or examiner during an examination) to the extent practicable and permitted by law, the Administrative Agent or such Lender, Issuing Bank or Related Party, as applicable, shall notify the Borrower prior to such disclosure so that the Borrower may seek, at the Borrower's sole expense, a protective order or other appropriate remedy), (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or any Eligible Assignee invited to be a Lender pursuant to Section 2.19 or 2.21 or (ii) any actual or prospective counterparty (or its Related Parties) to any swap or derivative transaction or to any credit insurance provider, in each case relating to a Loan Party and its obligations, this Agreement or payments hereunder, (g) with the consent of any Loan Party, (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender, any Issuing Bank or any of their respective Affiliates on a nonconfidential basis from a source other than a Loan Party, (i) to any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender (*provided* that, prior to any such disclosure, such rating agency shall undertake in writing to preserve the confidentiality of any confidential Information relating to the Loan Parties), (j) in customary disclosure about the terms of the financing contemplated hereby in the ordinary course of business to market data collectors and similar service providers to the loan industry for league table purposes or (k) on a confidential basis to (i) the provider of any Platform or other electronic delivery service used by the Administrative Agent or any Issuing Bank to deliver Borrower Materials or notices to the Lenders, (ii) the CUSIP Service Bureau or any similar agency in connection with the application, issuance, publishing and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder or (iii) other service providers to the Administrative Agent, the Lenders and the Issuing Banks in connection with the administration of this Agreement, the other Loan Documents and the Borrowings hereunder. For purposes of this Section, "Information" means all information received from

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the Borrower or any Subsidiary relating to the Borrower or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or any Issuing Bank on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Notwithstanding the foregoing, the Administrative Agent, any Arranger and any Lender may place advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of information on the Internet or worldwide web as it may choose, and circulate similar promotional materials, after the closing of the transactions contemplated by this Agreement in the form of a "tombstone" or otherwise describing the names of the Loan Parties, or any of them, and the amount, type and closing date of such transactions, all at their sole expense.

Each of the Administrative Agent, the Lenders and the Issuing Banks acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

SECTION 9.13 USA PATRIOT Act. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower and each other Loan Party, which information includes the name and address of the Borrower and each other Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower and each other Loan Party in accordance with the Act. The Borrower and each other Loan Party shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act and the Beneficial Ownership Regulation.

SECTION 9.14 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable Law (collectively, the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable Law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.15 No Fiduciary Duty. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and each other Loan Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arrangers and the Lenders are arm's-length commercial transactions between the Borrower, each other Loan Party and their respective Affiliates, on the one hand, and the Administrative Agent, the Arrangers and the Lenders, on the other hand, (B) the Borrower and each other Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and

(C) the Borrower and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent, each Arranger and each Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, any other Loan Party or any of their respective Affiliates, or any other Person and (B) neither the Administrative Agent nor any Arranger nor any Lender has any obligation to the Borrower, any other Loan Party or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Arrangers, the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, the other Loan Parties and their respective Affiliates, and neither the Administrative Agent nor any Arranger nor any Lender has any obligation to disclose any of such interests to the Borrower, any other Loan Party or any of their respective Affiliates. To the fullest extent permitted by law, the Borrower and each other Loan Parties hereby waives and releases any claims that it may have against the Administrative Agent, the Arrangers and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

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SECTION 9.16 Electronic Execution of this Agreement and Other Documents.

(a) The words "execute," "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including this Agreement, any other Loan Document, Assignment and Assumptions, amendments or other modifications, Borrowing Requests, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

(b) This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "Communication"), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the parties hereto agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on the applicable party to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of such party enforceable against such party

in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Loan Parties, the Administrative Agent and each of the Lenders and the Issuing Banks of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Loan Parties, the Administrative Agent and each of the Lenders and the Issuing Banks may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Loan Parties, the Administrative Agent and each of the Lenders and the Issuing Banks shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any party hereto without further verification and (ii) upon the request of the Administrative Agent, any Lender or any Issuing Bank, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

SECTION 9.17 Joint and Several. The Obligations under the Loan Documents may be enforced by the Administrative Agent and the Lenders against the Borrower or any Loan Party or all Loan Parties in any manner or order selected by the Administrative Agent or the Required Lenders in their sole discretion. The Borrower and each Loan Party hereby irrevocably waives
(i) any rights of subrogation and (ii) any rights of contribution, indemnity or reimbursement, in each case, that it may acquire or that may arise against any other Borrower or any other Loan Party due to any payment or performance made under this Agreement, in each case until all Obligations shall have been fully satisfied.

SECTION 9.18 Enforcement. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Article VII for the benefit of all the Lenders and the Issuing Banks; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) each Issuing Bank from exercising the rights and remedies that inure to its benefit (solely in its capacity as Issuing Bank) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with Section 9.08 (subject to the terms of Section 2.17(c)), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as

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Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Article VII and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.17(c), any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

SECTION 9.19 [reserved]

SECTION 9.20 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

SECTION 9.21 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Swap Agreement or any other agreement or instrument that is a QFC (such support, "QFC CreditSupport" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer

Protection Act (together with the regulations promulgated thereunder, the "U.S. SpecialResolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 9.21, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

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"Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

SECTION 9.22 Effect of Amendment and Restatement.

(a) On and as of the Effective Date, the Existing Credit Agreement (including Schedule 2.01 thereto) shall be amended, restated and superseded in its entirety by this

Agreement (including Schedule 2.01 hereto). The parties hereto acknowledge and agree that (i) this Agreement and the other Loan Documents, whether executed and delivered in connection herewith or otherwise, do not constitute a novation, payment or reborrowing, or termination of the "Obligations" (as defined in the Existing Credit Agreement as in effect prior to the Effective Date) and (ii) such "Obligations" are in all respects continuing (as amended and restated hereby) with only the terms thereof being modified as provided in this Agreement. Each reference to the "Agreement", "Credit Agreement" or "Loan Agreement" in any Loan Document (or in any fronting fee letter referred to in Section 2.11(b) hereof and executed in connection with the Existing Credit Agreement (an "Existing Fronting Fee Letter")), shall be deemed to be a reference to this Agreement.

(b) Each party hereto acknowledges and agrees that the Revolving Commitment of any Lender under the Existing Credit Agreement consenting to and executing this Agreement but not listed as having a Revolving Commitment following the amendment and restatement of this Agreement on the Effective Date on Schedule 2.01 hereto (each, an "ExitingLender") shall be reduced to zero and such Exiting Lender shall have no obligation to provide Loans under this Agreement from and after the Effective Date, notwithstanding anything in the Existing Credit Agreement.

(c) Holdings hereby confirms that each Loan Document to which it is a party or is otherwise bound will continue to guarantee to the fullest extent possible in accordance with the Loan Documents the payment and performance of all "Obligations" under each of the Loan Documents to which it is a party (in each case as such term is defined under the applicable Loan Document). Each of the Borrower and Holdings acknowledges and agrees that any of the Loan Documents to which it is a party or is otherwise bound (together with any Existing Fronting Fee Letter) shall continue in full force and effect and that all of its obligations thereunder shall be valid, enforceable (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limited creditors' rights generally or by equitable principles) and, ratified and confirmed in all respects and shall not be impaired or limited by the execution or effectiveness of this Agreement.

ARTICLE X

Guarantee

SECTION 10.01 Guarantee. Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent for its benefit and for the benefit of the Lender Parties, and their permitted indorsees, transferees and assigns, the prompt and complete payment and performance of the Obligations. Each Guarantor agrees that the Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 10.01 or affecting the rights and remedies of the Administrative Agent or any other Lender Party hereunder. The guarantee contained in this Section 10.01 shall remain in full force and effect until all the Obligations (other than contingent indemnification and contingent expense reimbursement obligations) shall have been satisfied by payment in full in cash, no Letter of Credit shall be outstanding or each outstanding Letter of Credit has been Cash Collateralized, so that it is fully secured to the satisfaction of the Administrative Agent (or has been backstopped by a letter of credit reasonably satisfactory to the applicable Issuing Bank or deemed reissued under another agreement reasonably acceptable to the applicable Issuing Bank) and the Commitments shall be irrevocably terminated, notwithstanding that from time to time any Loan Party may be free from any of the Obligations. Except as provided in Section 10.12, no payment made by any of the Guarantors, any other Loan Party or any other Person or received or collected by the Administrative Agent or any Lender from any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Obligations or any payment received or collected from

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such Guarantor in respect of the Obligations), remain liable for the Obligations up to the maximum liability of such Guarantor hereunder until the Obligations are paid in full in cash, either no Letter of Credit shall be outstanding or each outstanding Letter of Credit has been Cash Collateralized so that it is fully secured to the satisfaction of the Administrative Agent (or has been backstopped by a letter of credit reasonably satisfactory to the applicable Issuing Bank or deemed reissued under another agreement reasonably acceptable to the applicable Issuing Bank) and the Commitments are irrevocably terminated. Notwithstanding any other term of this Article X, (i) the guarantee in this Article X and any other obligations (including any joint and several liability for any obligations) of Holdings under the Loan Documents shall not apply to any liability to the extent that it would result in the guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the United Kingdom Companies Act 2006 and (ii) the maximum liability of each Guarantor hereunder and under the other Loan Documents in respect of the Obligations shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable Federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 10.02).

SECTION 10.02 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 10.03. The provisions of this Section 10.02 shall in no respect limit the obligations and liabilities of any Loan Party to the Administrative Agent and the Lender Parties, and each Guarantor shall remain liable to the Administrative Agent and the Lender Parties for the full amount guaranteed by such Guarantor hereunder.

SECTION 10.03 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any other Lender Party, no Guarantor shall seek to enforce any right of subrogation in respect of any of the rights of the Administrative Agent or any other Lender Party against any Loan Party or any collateral security or guarantee or right of offset held by the Administrative Agent or any other Lender Party for the payment of the Obligations, nor shall any

Guarantor seek any contribution or reimbursement from any other Loan Party in respect of payments made by such Guarantor under this Article X, until all amounts owing to the Administrative Agent and the other Lender Parties by the Loan Parties on account of the Obligations are paid in full, either no Letter of Credit shall be outstanding or each outstanding Letter of Credit has been Cash Collateralized so that it is fully secured to the satisfaction of the Administrative Agent (or has been backstopped by a letter of credit reasonably satisfactory to the applicable Issuing Bank or deemed reissued under another agreement reasonably acceptable to the applicable Issuing Bank) and the Commitments are irrevocably terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the other Lender Parties, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine. For the avoidance of doubt, nothing in the foregoing agreement by the Guarantor shall operate as a waiver of any subrogation rights.

SECTION 10.04 Amendments, etc., with Respect to the Obligations. To the fullest extent permitted by applicable law, each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Loan Party and without notice to or further assent by any Loan Party, any demand for payment of any of the Obligations made by the Administrative Agent or any other Lender Party may be rescinded by the Administrative Agent or such Lender Party and any of the Obligations continued, and the Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any other Lender Party, and this Agreement and the other Loan Documents, any other documents executed and delivered in connection therewith, may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem reasonably advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any other Lender Party for the payment of the Obligations may be sold, exchanged, waived, surrendered or released.

SECTION 10.05 Guarantee Absolute and Unconditional. To the fullest extent permitted by applicable law, each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by the Administrative Agent or any other Lender Party upon the guarantee contained in this Article X or acceptance of the guarantee contained in this Article X; the Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Article X; and all dealings between the Borrower and the Guarantors, on the one hand, and the Administrative Agent and the other Lender Parties, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Article X. To the

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fullest extent permitted by applicable law, each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon any of the Guarantors with respect to the Obligations. Each Guarantor understands and agrees that the guarantee contained in this Article X, to the fullest extent permitted by applicable Laws, shall be construed as a continuing, absolute and unconditional guarantee of payment (and not of collection) without regard to (a) the validity or enforceability of this Agreement or any other Loan Document, any of the Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any other Lender Party, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower, any other Loan Party or any other Person against the Administrative Agent or any other Lender Party, (c) any law, regulation, decree or order of any jurisdiction, or any other event, affecting any term of any of the Obligations or the Administrative Agent or any other Lender Party's rights with respect thereto or (d) any other circumstance whatsoever (with or without notice to or knowledge of such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of such Guarantor under the guarantee contained in this Article X, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any other Lender Party may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against any Guarantor or any other Person or against any collateral security or guarantee for the Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any other Lender Party to make any such demand, to pursue such other rights or remedies or to collect any payments from any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender Party against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

SECTION 10.06 Reinstatement. Subject to Section 5.09 and Section 10.12, this Guarantee Agreement is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations (other than contingent indemnification and contingent expense reimbursement obligations) and any other amounts payable under this Guarantee Agreement are indefeasibly paid in full in cash and the Revolving Commitments with respect to the Obligations are terminated. Notwithstanding the foregoing, this Guarantee Agreement shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Borrower or any Guarantor is made, or any of the Lender Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Lender Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Lender

Parties are in possession of or have released this Guarantee Agreement and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guarantee Agreement.

SECTION 10.07 Obligations Independent. The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against each Guarantor to enforce this Guarantee whether or not the Borrower or any other Person or entity is joined as a party.

SECTION 10.08 Payments. All payments by each Guarantor under this Guarantee Agreement shall be made in the manner, at the place and in the currency for payment required by this Agreement and the other Loan Documents; provided, however, that (if the currency for payment required by this Agreement is other than Dollars) such Guarantor may, at its option (or, if for any reason whatsoever such Guarantor is unable to effect payments in the foregoing manner, such Guarantor shall be obligated to) pay to the Administrative Agent at the Administrative Agent's Office the Dollar Equivalent of the amount of such Obligations together with any other amounts due pursuant to Section 2.15. In any case in which a Guarantor makes or is obligated to make payment in Dollars, such Guarantor shall hold the Administrative Agent harmless from any loss incurred by the Administrative Agent arising from any change in the value of Dollars in relation to the currency for payment required by this Agreement between the date the Obligation becomes due and the date the Administrative Agent is actually able, following the conversion of the Dollars paid by such Guarantor into the currency for payment required by this Agreement and remittance of such currency to the place where such Obligation is payable, to apply such payment to such Obligation. The obligations of each Guarantor hereunder shall not be affected by any acts of any legislative body or Governmental Authority affecting such Guarantor or the Borrower, including but not limited to, any restrictions on the conversion of currency or repatriation or control of funds or any total or partial expropriation of such Guarantor's or the Borrower's property, or by economic, political, regulatory or other events in the countries where such Guarantor or the Borrower is located.

SECTION 10.09 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to each Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to

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such Guarantor as subrogee of the Lender Parties or resulting from such Guarantor's performance under this Guarantee Agreement, to the indefeasible payment in full in cash of all Obligations; provided, however, that the foregoing subordination shall not be given effect until such time as the Lender Parties shall have made a request to the Borrower pursuant to the second sentence of this Section 10.09. At any time any Event of Default shall have occurred and be continuing, if the Lender Parties so request, any such obligation or indebtedness of any Loan Party to any Guarantor shall be enforced and performance received by such Guarantor as trustee for the Lender Parties and the proceeds thereof shall be paid over to the Lender Parties on account of the Obligations, but without reducing or affecting in any manner the liability of such under this Guarantee Agreement.

SECTION 10.10 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against any Loan Party under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the Lender Parties.

SECTION 10.11 Condition of Borrower. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other guarantor as each such Guarantor requires, and that none of the Lender Parties has any duty, and each Guarantor is not relying on the Lender Parties at any time, to disclose to each such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other guarantor (each Guarantor waiving any duty on the part of the Lender Parties to disclose such information and any defense relating to the failure to provide the same).

SECTION 10.12 Releases. At such time as the Loans, the amounts owed to any Issuing Bank in respect of Letter of Credit and the other Obligations (other than contingent indemnification and contingent expense reimbursement obligations) shall have been paid in full, the Commitments have been terminated and either no Letter of Credit shall be outstanding or each outstanding Letter of Credit has been Cash Collateralized so that it is fully secured to the reasonable satisfaction of the Administrative Agent (or has been backstopped by a letter of credit reasonably satisfactory to the applicable Issuing Bank or deemed reissued under another agreement reasonably acceptable to the applicable Issuing Bank), this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Guarantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party. The Guarantee of any Guarantor that is a Subsidiary of Holdings hereunder shall be released to the extent (and in the manner) expressly set forth in Section 5.09 or in the event such Guarantor ceases to be a Subsidiary in a transaction not prohibited by the terms of this Agreement.

SECTION 10.13 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this Guarantee in respect of such Swap Obligations that are Pari Bank Products Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.13, or otherwise under this Guarantee, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 10.13 shall remain in full force and effect until the termination of the Commitments and payment in full of all Obligations (other than Pari Bank Product Obligations and contingent indemnification and expense reimbursement obligations as to which no claim has been made). Each Qualified ECP Guarantor intends that this Section 10.13 constitute, and this Section 10.13 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

SECTION 10.14 Bank Product Providers. Each Pari Bank Product Provider, by delivery of a notice to Administrative Agent of a Bank Product, agrees to be bound by the Loan Documents, including the second last paragraph of Section 5.01, Section 7.02 and this Section
10.14. Each Pari Bank Product Provider shall indemnify and hold harmless the Administrative Agent and its Related Parties, to the extent not reimbursed by the Loan Parties, against all claims that may be incurred by or asserted against the Administrative Agent and any of its Related Parties in connection with such provider's Pari Bank Product Obligations to the same extent as a Lender's obligations to indemnify the Administrative Agent and any of its Related Parties under Section 9.03(c).

ARTICLE XI

Certain ERISA Matters

SECTION 11.01 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for

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the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of

sub-sections (b) through (g) of Part I of PTE 84- 14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Borrower:

ROYALTY PHARMA HOLDINGS LTD., as
the Borrower

By:Name:
Title:

Holdings:

ROYALTY PHARMA PLC, as Holdings

By:Name:
Title:

[Signature Page to Amended and Restated Revolving Credit Agreement]

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BANK OF AMERICA, N.A., individually as a Lender and as the Issuing Bank

By:Name:
Title:

[Signature Page to Amended and Restated Revolving Credit Agreement]

[Signature Page to Amended and Restated Revolving Credit Agreement]

BANK OF AMERICA, N.A.,
as the Administrative Agent

By:Name:
Title:

[Signature Page to Amended and Restated Revolving Credit Agreement]

[●], as a Lender

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By:Name:
Title:

[Signature Page to Amended and Restated Revolving Credit Agreement]

SCHEDULE 2.01

COMMITMENTS

Lenders	**Commitment**
2027 Revolving Commitments	-
The Bank of Nova Scotia	$110,000,000.00
2028 Revolving Commitments	-
Bank of America N.A.	$212,000,000.00
Citibank, N.A.	$212,000,000.00
Goldman Sachs Bank USA	$197,000,000.00
Goldman Sachs Lending Partners LLC	$15,000,000.00
JPMorgan Chase Bank, N.A.	$212,000,000.00
Morgan Stanley Bank N.A.	$212,000,000.00
TD Bank, N.A.	$212,000,000.00
DNB Capital LLC	$110,000,000.00
Société Générale SA	$110,000,000.00
Sumitomo Mitsui Banking Corporation	$99,000,000.00
U.S. Bank National Association	$99,000,000.00
Total	**$1,800,000,000.00**

Exhibit 21.1

SUBSIDIARIES OF THE REGISTRANT

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The following is a list of subsidiaries of Royalty Pharma plc, omitting subsidiaries which, considered in the aggregate, would not constitute a significant subsidiary as of December 31, 2022 December 31, 2023:

Legal Name of Subsidiary	Jurisdiction of Organization
Royalty Pharma Holdings Ltd	England and Wales
Royalty Pharma Investments 2019 ICAV	Ireland
RPI 2019 Intermediate Finance Trust	Delaware
Royalty Pharma Investments	Ireland
RPI Acquisitions (Ireland) Limited	Ireland
RPI Finance Trust	Delaware
Royalty Pharma Collection Trust	Delaware
RP IP HoldCo (Ireland) Limited	Ireland
Royalty Pharma Investments ICAV	Ireland
Royalty Pharma Investments 2023 ICAV	Ireland

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

1. Registration Statement (Form S-8 No. 333-239193) pertaining to the Royalty Pharma plc 2020 Independent Director Equity Incentive Plan; and
2. Registration Statement (Form S-4 No. 333-257188) of Royalty Pharma plc; and
3. Registration Statement (Form S-3ASR No. 333-257883) of Royalty Pharma plc;

of our reports dated February 15, 2023 February 15, 2024, with respect to the consolidated financial statements of Royalty Pharma plc and the effectiveness of internal control over financial reporting of Royalty Pharma plc, included in this Annual Report (Form 10-K) of Royalty Pharma plc for the year ended December 31, 2022 December 31, 2023.

/s/ Ernst & Young LLP

New York, New York

February 15, 2023 2024

Exhibit 31.1

CERTIFICATION BY CHIEF EXECUTIVE OFFICER PURSUANT TO SECURITIES EXCHANGE ACT RULE 13a-14(a) AND 15d-14(a), AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Pablo Legorreta, certify that:

1. I have reviewed this Annual Report on Form 10-K of Royalty Pharma plc;

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2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

---

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 15, 2023 February 15, 2024

/s/ Pablo Legorreta

Pablo Legorreta

Chief Executive Officer

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Exhibit 31.2

CERTIFICATION BY CHIEF FINANCIAL OFFICER PURSUANT TO SECURITIES EXCHANGE ACT RULE 13a-14(a) AND 15d-14(a), AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Terrance Coyne, certify that:

1. I have reviewed this Annual Report on Form 10-K of Royalty Pharma plc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

---

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 15, 2023 February 15, 2024

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/s/ Terrance Coyne

Terrance Coyne

Chief Financial Officer

Exhibit 32

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF
THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of Royalty Pharma plc (the "Company") for the fiscal year ended December 31, 2022 December 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company certifies pursuant to 18 U.S.C Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and;

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 15, 2023 February 15, 2024

/s/ Pablo Legorreta

Name: Pablo Legorreta

Chief Executive Officer

/s/ Terrance Coyne

Name: Terrance Coyne

Chief Financial Officer

Financial Restatement Compensation Recoupment Policy

This Royalty Pharma plc Financial Restatement Compensation Recoupment Policy (the "**Policy**") has been adopted by the Management Development and Compensation Committee (together with any successor committee thereof, the the "**Committee**") of the Board of Directors (the "**Board**") of Royalty Pharma plc (the "**Company**") on September 28, 2023. This Policy provides for the recoupment of certain executive compensation in the event of an accounting restatement resulting from material noncompliance with financial reporting requirements under U.S. federal securities laws in accordance with the terms and conditions set forth herein. This Policy is intended to comply with the requirements of Section 10D of the Exchange Act (as defined below) and Section 5608 of the Nasdaq Listing Rules (the "**Listing Rule**").

1. Definitions. For the purposes of this Policy, the following terms shall have the meanings set forth below.

(a) "**Covered Compensation**" means any Incentive-based Compensation "received" by a Covered Executive during the applicable Recoupment Period; *provided* that:

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(i)such Incentive-based Compensation was received by such Covered Executive (A) on or after the Effective Date, (B) after he or she commenced service as an Executive Officer and (C) while the Company had a class of securities publicly listed on a United States national securities exchange; and

(ii) such Covered Executive served as an Executive Officer at any time during the performance period applicable to such Incentive-based Compensation.

For purposes of this Policy, Incentive-based Compensation is "**received**" by a Covered Executive during the fiscal period in which the Financial Reporting Measure applicable to such Incentive-based Compensation (or portion thereof) is attained, even if the payment or grant of such Incentive-based Compensation is made thereafter. For example, if the Financial Reporting Measure applicable to such Incentive-based Compensation is attained in 2024, but payment is not made until 2025, such Incentive-based Compensation will be deemed "received" in 2024 for purposes of this Policy.

(b) "**Covered Executive**" means any (i) current or former Executive Officer and (ii) any other employee of the Company and its subsidiaries designated by the Committee as subject to this Policy from time to time.

(c) "**Effective Date**" means October 2, 2023.

(d) "**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended.

(e) "**Executive Officer**" means each "officer", as defined in Rule 16a-1(f) under the Exchange Act, and any other senior executive as designated by the Board from time to time.

(f) "**Financial Reporting Measure**" means any (i) measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, (ii) stock price measure or (iii) total shareholder return measure (and any measures that are derived wholly or in part from any measure referenced in clause (i), (ii) or (iii) above). For the avoidance of doubt, any such measure does not need to be presented within the Company's financial statements or included in a filing with the U.S. Securities and Exchange Commission to constitute a Financial Reporting Measure.

(g) "**Financial Restatement**" means a restatement of the Company's financial statements due to the Company's material noncompliance with any financial reporting requirement under U.S. federal securities laws that is required in order to correct:

(i) an error in previously issued financial statements that is material to the previously issued financial statements; or

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(ii) an error that would result in a material misstatement if the error were (A) corrected in the current period or (B) left uncorrected in the current period.

For purposes of this Policy, a Financial Restatement shall not be deemed to occur in the event of a revision of the Company's financial statements due to an out-of-period adjustment (i.e., when the error is immaterial to the previously issued financial statements and the correction of the error is also immaterial to the current period) or a retrospective (1) application of a change in accounting principles; (2) revision to reportable segment information due to a change in the structure of the Company's internal organization; (3) reclassification due to a discontinued operation; (4) application of a change in reporting entity, such as from a reorganization of entities under common control; or (5) revision for stock splits, reverse stock splits, stock dividends or other changes in capital structure.

(h) "**Incentive-based Compensation"** means any compensation (including, for the avoidance of doubt, any cash or equity or equity-based compensation, whether deferred or current) that is granted, earned and/or vested based wholly or in part upon the achievement of a Financial Reporting Measure. For purposes of this Policy, "Incentive-based Compensation" shall also be deemed to include any amounts which were determined based on (or were otherwise calculated by reference to) Incentive-based Compensation (including, without limitation, any amounts under any long-term disability, life insurance or supplemental retirement or severance plan or agreement or any notional account that is based on Incentive-based Compensation, as well as any earnings accrued thereon).

(i) "**Nasdaq**" means the NASDAQ Global Select Market, or any successor thereof.

(j) "**Recoupment Period**" means the three fiscal years completed immediately preceding the date of any applicable Recoupment Trigger Date. Notwithstanding the foregoing, the Recoupment Period additionally includes any transition period (that results from a change in the Company's fiscal year) within or immediately following those three completed fiscal years, provided that a transition period between the last day of the Company's previous fiscal year end and the first day of its new fiscal year that comprises a period of nine (9) to twelve (12) months would be deemed a completed fiscal year.

(k) "**Recoupment Trigger Date**" means the earlier of (i) the date that the Board (or a committee thereof or the officer(s) of the Company authorized to take such action if Board action is not required) concludes, or reasonably should have concluded, that the Company is required to prepare a Financial Restatement, and (ii) the date on which a court, regulator or other legally authorized body directs the Company to prepare a Financial Restatement.

2. Recoupment of Erroneously Awarded Compensation.

(a) In the event of a Financial Restatement, if the amount of any Covered Compensation received by a Covered Executive (the "**Awarded Compensation**") exceeds the amount of such Covered Compensation that would have otherwise been received by such Covered Executive if calculated based on the Financial Restatement (the "**Adjusted**

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Compensation"), the Company shall reasonably promptly recover from such Covered Executive an amount equal to the excess of the Awarded Compensation over the Adjusted Compensation, each calculated on a pre-tax basis (such excess amount, the "**Erroneously Awarded Compensation**").

(b) If (i) the Financial Reporting Measure applicable to the relevant Covered Compensation is stock price or total shareholder return (or any measure derived wholly or in part from either of such measures) and (ii) the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the Financial Restatement, then the amount of Erroneously Awarded Compensation shall be determined (on a pre-tax basis) based on the Company's reasonable estimate of the effect of the Financial Restatement on the Company's stock price or total shareholder return (or the derivative measure thereof) upon which such Covered Compensation was received.

(c) For the avoidance of doubt, the Company's obligation to recover Erroneously Awarded Compensation is not dependent on (i) if or when the restated financial statements are filed or(ii) any fault of any Covered Executive for the accounting errors or other actions leading to a Financial Restatement.

(d) Notwithstanding anything to the contrary in Sections 2(a) through (c) hereof, the Company shall not be required to recover any Erroneously Awarded Compensation if both (x) the conditions set forth in either of the following clauses (i) or (ii) are satisfied and (y) the Committee (or a majority of the independent directors serving on the Board) has determined that recovery of the Erroneously Awarded Compensation would be impracticable:

(i) the direct expense paid to a third party to assist in enforcing the recovery of the Erroneously Awarded Compensation under this Policy would exceed the amount of such Erroneously Awarded Compensation to be recovered; *provided* that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation pursuant to this Section 2(d), the Company shall have first made a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) to make such recovery and provide that documentation to the Nasdaq; or

(ii) recovery of the Erroneously Awarded Compensation would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Sections 401(a)(13) or 411(a) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**").

(e) The Company shall not indemnify any Covered Executive, directly or indirectly, for any losses that such Covered Executive may incur in connection with the recovery of Erroneously Awarded Compensation pursuant to this Policy, including through the payment of insurance premiums or gross-up payments.

(f) The Committee shall determine, in its sole discretion, the manner and timing in which any Erroneously Awarded Compensation shall be recovered from a Covered Executive in accordance with applicable law, including, without limitation, by (i) requiring reimbursement of Covered Compensation previously paid in cash; (ii) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer or other disposition of any equity or equity-based awards; (iii) offsetting the Erroneously Awarded Compensation amount from any compensation otherwise owed by the Company or any of its affiliates to the Covered Executive; (iv) cancelling outstanding vested or unvested equity or equity-based awards; and/or (v) taking any other remedial and recovery action permitted by applicable law. For the avoidance of doubt, except as set forth in Section 2(d), in no event may the Company accept an amount that is less than the amount of Erroneously Awarded Compensation; *provided* that, to the extent necessary to avoid any adverse tax consequences to the Covered Executive pursuant to Section 409A of the Code, any offsets against amounts under any nonqualified deferred compensation plans (as defined under Section 409A of the Code) shall be made in compliance with Section 409A of the Code.

3. Administration. This Policy shall be administered by the Committee. All decisions of the Committee shall be final, conclusive and binding upon the Company and the Covered Executives, their beneficiaries, heirs, executors, administrators and any other legal representative. The Committee shall have full power and authority to (i) administer and interpret this Policy; (ii) correct any defect, supply any omission and reconcile any inconsistency in this Policy; and (iii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of this Policy and to comply with applicable law (including Section 10D of the Exchange Act) and applicable stock market or exchange rules and regulations. Notwithstanding anything to the contrary contained herein, to the extent permitted by Section 10D of the Exchange Act and the Listing Rule, the Board may, in its sole discretion, at any time and from time to time, administer this Policy in the same manner as the Committee.

4. Amendment/Termination. Subject to Section 10D of the Exchange Act and the Listing Rule, this Policy may be amended or terminated by the Committee at any time. To the extent that any applicable law, or stock market or exchange rules or regulations require recovery of Erroneously Awarded Compensation in circumstances in addition to those specified herein, nothing in this Policy shall be deemed to limit or restrict the right or obligation of the Company to recover Erroneously Awarded Compensation to the fullest extent required by such applicable law, stock market or exchange rules and regulations. Unless otherwise required by applicable law, this Policy shall no longer be effective from and after the date that the Company no longer has a class of securities publicly listed on a United States national securities exchange.

5. Interpretation. Notwithstanding anything to the contrary herein, this Policy is intended to comply with the requirements of Section 10D of the Exchange Act and the Listing Rule (and any applicable regulations, administrative interpretations or stock market or exchange rules and regulations adopted in connection therewith). The provisions of this Policy shall be interpreted in a manner that satisfies such requirements and this Policy shall be operated accordingly. If any provision of this Policy would otherwise frustrate or conflict with this intent, the provision shall be interpreted and deemed amended so as to avoid such conflict.

6. Other Compensation Clawback/Recoupment Rights. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies, rights or requirements with respect to the clawback or recoupment of any compensation that may be available to the Company pursuant to the terms of any other recoupment or clawback policy of the Company (or any of its affiliates) that may be in effect from time to time, any provisions in any employment agreement, offer letter, equity plan, equity award agreement or similar plan or agreement, and any other legal remedies available to the Company, as well as applicable law, stock market or exchange rules, listing standards or regulations; *provided*, *however*, that any amounts recouped or clawed back under any other policy that would be recoupable under this Policy shall count toward any required clawback or recoupment under this Policy and vice versa.

7. Exempt Compensation. Notwithstanding anything to the contrary herein, the Company has no obligation under this Policy to seek recoupment of amounts paid to a Covered Executive which are granted, vested or earned based solely upon the occurrence or non-occurrence of nonfinancial events. Such exempt compensation includes, without limitation, base salary, time-vesting awards, compensation awarded on the basis of the achievement of metrics that are not Financial Reporting Measures or compensation awarded

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solely at the discretion of the Committee or the Board, *provided* thatsuch amounts are in no way contingent on, and were not in any way granted on the basis of, the achievement of any Financial Reporting Measure performance goal.

8. Miscellaneous.

(a) Any applicable award agreement or other document setting forth the terms and conditions of any compensation covered by this Policy shall be deemed to include the restrictions imposed herein and incorporate this Policy by reference and, in the event of any inconsistency, the terms of this Policy will govern. For the avoidance of doubt, this Policy applies to all compensation that is received on or after the Effective Date, regardless of the date on which the award agreement or other document setting forth the terms and conditions of the Covered Executive's compensation became effective.

(b) This Policy shall be binding and enforceable against all Covered Executives and their beneficiaries, heirs, executors, administrators or other legal representatives.

(c) All issues concerning the construction, validity, enforcement and interpretation of this Policy and all related documents, including, without limitation, any employment agreement, offer letter, equity award agreement or similar agreement, shall be governed by, and construed in accordance with, the laws of England and Wales, without giving effect to any choice of law or conflict of law rules or provisions (whether of England and Wales or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than of England and Wales.

(d) The Covered Executives, their beneficiaries, heirs, executors, administrators and any other legal representative and the Company shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Policy by conducting good faith negotiations amongst themselves. To ensure the timely and economical resolution of disputes that arise in connection with this Policy, [any and all disputes, claims or causes of action arising from or relating to the enforcement, performance or interpretation of this Policy shall be resolved to the fullest extent permitted by law by final, binding and confidential arbitration, by a single arbitrator, in New York, New York, conducted by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") under the applicable JAMS rules. To the fullest extent permitted by law, the Covered Executives, their beneficiaries, heirs, executors, administrators and any other legal representative and the Company, shall waive (and shall hereby be deemed to have waived) (1) the right to resolve any such dispute through a trial by jury or judge or administrative proceeding; and (2) any objection to arbitration taking place in [City, State]. The arbitrator shall: (i) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (ii) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall be authorized to award any or

all remedies that any party would be entitled to seek in a court of law. Any such award rendered shall be enforceable by any court having jurisdiction and, to the fullest extent permitted by law, the Covered Executives, their beneficiaries, heirs, executors, administrators and any other legal representative and the Company shall waive (and shall hereby be deemed to have waived) the right to resolve any such dispute regarding enforcement of such award through a trial by jury. To the fullest extent permitted by law, the Covered Executives, their beneficiaries, heirs, executors, administrators, and any other legal representative, and the Company, shall waive (and shall hereby be deemed to have waived) the right to resolve any such dispute through a trial by jury.

(e) If any provision of this Policy is determined to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

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