

AMENDED AND RESTATED SPA SUPPORT AGREEMENT

THIS AMENDED AND RESTATED SPA SUPPORT AGREEMENT (this “**Agreement**”) dated as of November 4, 2019, by and among London Stock Exchange Group plc, an English incorporated public limited company (“**Buyer**”), Blackstone Management Partners L.L.C., which is a party to this Agreement for the purposes of Section 2.03 only, (“**Blackstone Advisor**”), BCP York Upper Aggregator (Cayman) L.P., a Cayman Islands Exempted Limited Partnership (“**Upper Aggregator**”), Blackstone Family Investment Partnership (Cayman) VII ESC L.P., a Cayman Islands Exempted Limited Partnership (“**Family Investment**” and, together with Upper Aggregator, “**Blackstone**”), Thomson Reuters Corporation, a corporation organized under the Laws of the Province of Ontario, Canada (“**TR Parent**”), Suzuka Investment Pte. Ltd., an Exempt Private Company Limited by Shares (“**Consortium Member 1**”), CPP Investment Board (USRE III) INC., an Ontario corporation (“**Consortium Member 2**” and together with Blackstone, TR Parent, Consortium Member 1, each an “**Indirect Shareholder**” and collectively, the “**Indirect Shareholders**”) and BCP York Holdings (Delaware) L.P. a Delaware Limited Partnership (“**ConsortiumCo**”) and, solely for the purpose of Section 4.03, Canada Pension Plan Investment Board, a Canadian Crown corporation (“**C Parent**”). Capitalized terms used herein and not defined shall have the meaning ascribed to them in the Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the parties entered into a certain SPA Support Agreement dated August, 1 2019 (the “**Original Agreement**”) and, concurrently with the parties’ entry into the Original Agreement, Buyer and Seller, entered into a stock purchase agreement (the “**Original Purchase Agreement**”).

WHEREAS, the Original Purchase Agreement was amended as of August, 23 2019 and amended and restated as of November, 4 2019 (the Original Purchase Agreement, as amended and restated, the “**Purchase Agreement**”).

WHEREAS, the parties now wish to amend and restate the Original Agreement as set forth below.

ARTICLE 1 DEFINITIONS

Section 1.01. Definitions.

The following terms, as used herein, have the following meanings:

“**affiliate**” has the meaning given to it in Rule 12b-2 of the General Rules and Regulations under the U.S. Securities Exchange Act of 1934, as amended.

“**Aggregator LPA**” means the second amended and restated exempted limited partnership agreement of BCP York Aggregator (Cayman) L.P., in the agreed form.

“**Aggregator SHA**”, means the amended and restated securityholders agreement of BCP York Aggregator (Cayman) L.P., in the agreed form.

“**Associate**” means:

- (a) (i) in respect of Blackstone, any Blackstone Person; and (ii) in respect of the Blackstone Advisor, in respect of Section 2.03 only, any Blackstone Person;

(b) in respect of TR Parent, any other member of the TR Group;

(c) in respect of Consortium Member 1, GIC SI and any entity GIC SI manages or controls (excluding: (i) any infrastructure business or credit business conducted by any of the foregoing entities; (ii) any entity in which GIC SI directly or indirectly has only a passive investment (including any such entity in which GIC SI holds only limited partnership interests); and (iii) any entity which is otherwise managed or controlled by any person other than GIC SI), and any Permitted Affiliate of GIC who acquires, directly or indirectly, ConsortiumCo Investing Entity Securities and who executes a deed of adherence to this Agreement and the Relationship Agreement Support Agreement in accordance with the terms of this Agreement; and

(d) in respect of Consortium Member 2, any entity (other than C Parent) within the CPPIB Direct Private Equity Group, including any entity managed or controlled by the CPPIB Direct Private Equity Group (excluding any of its portfolio or investee companies) and any Permitted Affiliate of C Parent who acquires, directly or indirectly, ConsortiumCo Investing Entity Securities and who executes a deed of adherence to this Agreement and the Relationship Agreement Support Agreement in accordance with the terms of this Agreement,

and in each case: (i) includes Seller and the Refinitiv Sellers, with respect to each of Blackstone, Consortium Member 1 and Consortium Member 2, ConsortiumCo and the ConsortiumCo Investing Entities; but (ii) excludes each member of the Buyer Group; provided that: (A) subject to any loss of rights pursuant to the Relationship Agreement Support Agreement or the Relevant Shareholder Arrangements, each of Consortium Member 1, Consortium Member 2 and TR Parent shall have no liability or obligations whatsoever for its failure to cause, permit, procure or ensure (or similar type of action) anything to occur or not occur with respect to Seller, the Refinitiv Sellers, ConsortiumCo, the ConsortiumCo Investing Entities or Upper Aggregator or any of their respective direct or indirect subsidiaries; and (B) except as provided under the Relevant Shareholder Arrangements, Blackstone has the power to cause, permit, procure or ensure (or similar type of action) anything to occur or not occur with respect to ConsortiumCo, the ConsortiumCo Investing Entities, Upper Aggregator, Seller and the Refinitiv Sellers and shall be liable for any failure of such entities to do any act, or for any act of such entities, which is contrary to the terms of this Agreement.

“**Blackstone Funds**” means any funds advised and/or managed by the Blackstone Advisor.

“**Blackstone Person**” means: (a) ConsortiumCo and any direct or indirect subsidiary undertaking of ConsortiumCo from time to time (excluding, for the avoidance of doubt, any direct or indirect subsidiary undertaking of the Buyer); (b) the ConsortiumCo Investing Entities; and (c) the Blackstone Funds and any person that, directly, or indirectly, through one or more affiliates, controls or is controlled by, or is under common control with, Blackstone or the Blackstone Funds from time to time, but excludes: (i) any portfolio or investee companies in which any Blackstone Fund directly or indirectly holds an interest or investment; (ii) any person that is not involved, directly or indirectly, in the private equity business of Blackstone Capital Partners VII, L.P., Blackstone Capital Partners VIII, L.P. or successor or similar future private equity funds (such business, the “**Blackstone PE Business**”); and (iii) for the avoidance of doubt, and only to the extent of such involvement, any person that is involved, directly or indirectly, in the Tactical Opportunities investing platform, known as “Tac Opps”; save that none of the provisions of this Agreement shall in any way limit the activities of a Blackstone Person in their businesses distinct from the Blackstone PE Business and such person shall not be considered a Blackstone Person with respect to such other business.

“**ConsortiumCo Investing Entities**” means BCP York Holdings GP (Delaware) LLC, BCP York Subsidiary (Cayman) L.P. and BCP York Aggregator (Cayman) L.P.).

“**ConsortiumCo LLPA**” means the amended and restated limited partnership agreement of ConsortiumCo dated as of March 19, 2018.

“**ConsortiumCo GP LLC**” means the limited liability company agreement of BCP York Holdings GP (Delaware) L.L.C, dated as of March 15, 2018.

“**ConsortiumCo Investing Entity Securities**” has the meaning given to it in the Relationship Agreement Support Agreement.

“**control**” has the meaning given to it in the Relationship Agreement Support Agreement.

“**CPPIB Direct Private Equity Group**” means the investment group of C Parent that operates under the name “Direct Private Equity” that is primarily focused on making direct investments in private companies across North America and Europe and any successor group(s) of C Parent that results from any C Parent internal reorganization or group name changes but excludes all C Parent’s other investment platforms, departments or groups, including those that are primarily engaged in investments in real assets, credit and publicly traded equities.

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“**GIC Covered Entity**” means Consortium Member 1 and its Associates.

“**GIC SI**” means the Private Equity Business managed by GIC Special Investments Pte. Ltd.

“**Interim Agreement**” means the interim agreement between, amongst others, Seller, ConsortiumCo, and the Indirect Shareholders dated on or around August, 1 2019, and amended as of November, 4 2019.

“**Investor Rights Agreement**” means the amended and restated investor rights agreement between, amongst others, Seller, ConsortiumCo and Thomson Reuters U.S L.L.C., in the agreed form.

“**Management**” means the members of Refinitiv’s senior management team who participate in the Seller Management Incentive Plan;

“**MIP Side Letters**” means those certain letter agreements entered into by each member of Management, Seller, and the applicable member of Management’s employer, dated as of July 28, 2019 and August 14, 2019.

“**Pre-Closing Reorganisation**” shall mean any actions taken by any member of the Seller Group and/or the Indirect Shareholders reasonably necessary to implement the steps set out in (i) the Pre-Closing Restructuring Plan and Closing Steps (as each are defined in, and may be amended pursuant to the Purchase Agreement); (ii) the Purchase Agreement; (iii) the Seller Management Incentive Plan; and/or (iv) the Secondary Warrant Instrument and the Interim Agreement (to the extent relevant to the Secondary Warrant Instrument) relating to the reallocation and reclassification of shareholdings in Seller.

“**Refinitiv Sellers**” means Refinitiv Holdings II Ltd. and Refinitiv Holdings III Ltd.

“**Relationship Agreement Support Agreement**” means the relationship agreement support agreement, in the agreed form.

“**Relevant Shareholder Arrangements**” means the Interim Agreement, the Investor Rights Agreement, the ConsortiumCo LLPA, the ConsortiumCo GP LLC, the York Subsidiary LLPA, the Aggregator LPA and the Aggregator SHA.

“**Secondary Warrant Instrument**” means the secondary warrant agreement entered into between ConsortiumCo, Thomson Reuters U.S. LLC and Seller dated October, 1 2018.

“**Seller**” means Refinitiv Holdings Limited.

“**Seller Management Incentive Plan**” means the Seller’s equity incentive plan and any ancillary document thereto, including the management subscription agreements issued thereunder and the MIP Side Letters, in each case, as amended from time to time.

“**Termination Date**” means the date on which the Purchase Agreement is terminated.

“**TR Group**” means TR Parent and each of its Subsidiaries.

“**York Subsidiary LLPA**” means the initial exempted limited partnership agreement of BCP York Subsidiary (Cayman) L.P., dated as of March 15, 2018.

Section 1.02. Other Definitional and Interpretative Provisions. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; *provided* that (i) with respect to any agreement or contract listed on any schedules hereto, all such amendments, modifications or supplements must also be listed in the appropriate schedule, and (ii) no such amendment shall be effective with respect to the obligation of any Indirect Shareholder unless such Indirect Shareholder shall have consented in writing to such amendment. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to “law”, “laws” or to a particular statute or law shall be deemed also to include any and all applicable Law. The obligations of the parties shall be several, and not joint or joint and several. The expression “agreed form” means in the form agreed between the parties thereto and identified as such by them or on their behalf (including by their respective legal counsel) on or around the date of this Amended and Restated Agreement. References to the “date of this Agreement” or the “date hereof” shall be deemed to be references to August, 1 2019, the date of the Original Agreement. All covenants and agreements of the parties contained in this Agreement shall be deemed to be originally made as of the date of the Original Agreement notwithstanding that such

covenants and agreements may be formulated in or use the present tense, and none of the parties to this Agreement shall be deemed to have waived any claim for breach of, failure to perform or non-compliance with any of the covenants or agreements of the other parties contained in this Agreement arising out of any action or omission that occurred on or after the date of the Original Agreement and prior to the date of this Agreement to the extent that such action or omission would constitute a breach of, failure to perform or non-compliance with any of the covenants or agreements of the other parties contained in this Agreement if such action or omission occurred on or after the date of this Agreement, and such other parties shall be considered in breach of, to have failed to perform, or to have failed to comply with such covenants and agreements to the same extent as if such breach, failure to perform or noncompliance occurred on or after the date of this Agreement. Notwithstanding the foregoing, to the extent a Refinitiv Seller has not been formed as of the date of this Amended and Restated Agreement, all representations, warranties, covenants and agreements contained in this Agreement that refer to a Refinitiv Seller shall only be deemed to be made with respect to or apply to such Refinitiv Seller as of the date of its joinder to the Purchase Agreement

ARTICLE 2 COVENANTS

Section 2.01. Announcement. Buyer and each Indirect Shareholder shall, and shall cause each of their respective Associates to, and ConsortiumCo shall, consult with each of Buyer, TR Parent and ConsortiumCo before issuing any press release or making any public statement with respect to the Purchase Agreement, this Agreement or the Proposed Transaction and, except for any press releases and public statements the making of which may be required by Law or any listing agreement with any national securities exchange, and except for statements included in public filings where such statements are substantially the same as those statements previously made publicly in accordance with the terms of this Agreement, will not issue any such press release or make any such public statement prior to such consultation. Buyer and each Indirect Shareholder shall not, and shall cause: (i) with respect to Buyer Group, other members of the Buyer Group and (ii) with respect to each Indirect Shareholder, its Associates not to, issue any press release or make any public statement with respect to the Purchase Agreement, this Agreement or the Proposed Transaction referencing the name of: (i) with respect to the Buyer Group, an Indirect Shareholder or its Associates (other than, in relation to the Proposed Transaction, TR Parent, Seller, Blackstone Advisor and ConsortiumCo); and (ii) with respect to each Indirect Shareholder and its Associates, any member of the Buyer Group (other than, in relation to the Proposed Transaction, TR Parent, Buyer, Seller, Blackstone Advisor and ConsortiumCo), except any press releases and public statements the making of which, with a reference to such party's name, is required by Law or any listing agreement with any national securities exchange, and except for statements included in public filings where such statements are the same as those statements previously made publicly in accordance with the terms of this Agreement.

Section 2.02. Information Sharing

(a) Subject to Section 2.02(b), until the Closing Date or the Termination Date (as applicable) each Indirect Shareholder shall, and shall cause each of their respective Associates to, and ConsortiumCo shall, provide Seller and Buyer and each of their respective counsel, financial advisors, auditors and other authorized representatives, any information required, advisable, necessary or mandatory in order for Buyer and Seller to satisfy their respective obligations, in respect of the information, under the Purchase Agreement and to consummate the Proposed Transaction.

(b) To the extent that a Governmental Entity requests any (x) non-public or other confidential financial or sensitive personally identifiable information of an Indirect Shareholder, their respective affiliates and their respective directors, officers, employees, managers or partners, or its or their control persons' or direct or indirect

equityholders' and their respective directors', officers', employees', managers' or partners' (collectively with the Indirect Shareholders, the "**Indirect Shareholder Related Persons**") (other than such information with respect to the officers and directors of Seller, the Refinitiv Sellers and the vehicles owned by the Indirect Shareholders and holding equity interests in Seller or the Refinitiv Sellers, which may be provided to a Governmental Entity on a confidential basis), or (y) disclosure of the identities of direct or indirect limited partners, shareholders, members or beneficiaries of any Indirect Shareholder or its affiliates that beneficially own less than 5 percent of any such entity (including any affiliated investment funds), prior to being required to disclose such information the relevant Indirect Shareholder shall be given a reasonable opportunity to enter into good faith discussions with the Governmental Entity to resolve such requests and use its reasonable best efforts to identify and effect alternative means of satisfying any such request. Notwithstanding anything to the contrary herein, the Indirect Shareholders may designate any materials provided to a Governmental Entity that contain sensitive information (as determined by the applicable Indirect Shareholder Related Person) in respect of an Indirect Shareholder Related Person as limited to such Person only and such materials and the information contained therein shall not be disclosed to any of the other parties or any other Person (other than solely the applicable Governmental Entity to which such materials and information are being submitted) without the prior written consent of such Indirect Shareholder Related Person.

(c) Notwithstanding anything in this Agreement to the contrary, neither Consortium Member 1 nor Consortium Member 2 nor TR Parent nor any of their respective Indirect Shareholder Related Persons shall be required to provide or cause to be provided any non-public, proprietary or other confidential information of any such Person that exceeds the scope of information that such Person has historically supplied: (I) in connection with a similar governmental filing or notification (provided that such information shall only be disclosed confidentially to the applicable Governmental Entity and no other Person (including Buyer or included in any public filing) except to the extent such information was previously disclosed publicly in connection with a similar government filing or notification); or (II) in connection with a Class 1 circular or prospectus published by the Buyer or any of its Subsidiaries.

Section 2.03. Standstill. Each of Blackstone Advisor, TR Parent, Consortium Member 1 and Consortium Member 2 agrees that it will not, and that it will cause each of its Associates not to, and ConsortiumCo agrees that it will not, without the prior written consent of Buyer (which Buyer will be entitled to withhold or condition in its absolute discretion), directly or indirectly, and whether alone or acting in concert with any other person, until the Closing Date or the Termination Date, as applicable:

(a) acquire or offer to acquire, cause or knowingly encourage any other person to acquire or offer to acquire, any interest in any Buyer Securities or enter into any agreement, arrangement or understanding (whether or not legally binding) as a result of which it or any other person will or may acquire an interest in any Buyer Securities;

(b) announce or make, or cause or knowingly solicit any other person to announce or make, a Buyer Alternative Transaction or possible Buyer Alternative Transaction, or proposal for a Buyer Alternative Transaction, or make any statement that raises or confirms the possibility that it or any other person is interested in undertaking a Buyer Alternative Transaction;

(c) procure an irrevocable commitment or letter of intent (as defined in the UK Takeover Code) from any person in respect of any acquisition or disposal of Buyer Securities or Buyer Alternative Transaction;

(d) enter into any agreement, arrangement or understanding (whether or not legally binding) as a result of which it or any person (including Buyer) may become obliged (under the UK Takeover Code or otherwise) to announce or make a Buyer Alternative Transaction;

(e) act in concert with or enter into any agreement, arrangement or understanding (whether or not legally binding) with any other person in connection with any Buyer Alternative Transaction or possible Buyer Alternative Transaction;

(f) act in concert with or enter into any agreement, arrangement or understanding (whether or not legally binding) with any person with respect to the holding, voting acquisition or disposition of any interest in any Buyer Securities (other than pursuant to the Relevant Shareholder Arrangements);

(g) solicit, or make or participate in any solicitation of, or seek to persuade, the Buyer Shareholders to:

(i) vote against any resolution proposed at any general meeting of Buyer that has been publicly recommended by a majority of the Buyer Board;

(ii) vote in favor of any resolution proposed at any general meeting of Buyer that has not been publicly recommended by a majority of the Buyer Board; or

(iii) vote in favor of or accept any Buyer Alternative Transaction that is not recommended by a majority of the Buyer Board;

(h) requisition or join in requisitioning, or knowingly encourage any other person to requisition or join in requisitioning, any general meeting of Buyer or exercise or join in exercising, or knowingly encourage any other person to exercise, any right under section 314, section 338 or section 338A of the Companies Act; or

(i) enter into any agreement, arrangement or understanding (whether or not legally binding) with any other person in connection with, or which may result in, the matters set out in this Section 2.03,

provided that, notwithstanding anything to the contrary in this Agreement, or in any Relevant Shareholder Arrangement, nothing in this Agreement or in any Relevant Shareholder Arrangement shall restrict or prevent (and nothing in this Agreement shall be breached as a result of) any Disposal of any Buyer Securities that are owned as at the date of this Agreement by persons that are affiliates of, or acting in concert with, any Indirect Shareholder.

Section 2.04. Pre-Closing Reorganisation; Certain Transactions. The parties agree that nothing contained in this Agreement shall prohibit, prevent or otherwise impede the steps required by the Pre-Closing Reorganisation.

Section 2.05. From the date hereof until Closing, provided that the directors of Buyer continue to be treated by the UK Takeover Panel as acting in concert with the Refinitiv Sellers and ConsortiumCo (for the purpose of this Section 2.05 only, the “**Direct Shareholders**”), Buyer will procure that the directors of Buyer and persons acting in concert with such directors (other than the Direct Shareholders and any persons (other than such directors) acting in concert with the Direct Shareholders) (the “**Board Concert Party**”) will not acquire interests in any voting Buyer Shares as a result of which the Board Concert Party will be interested in more than 1 per cent. of the voting Buyer Shares in issue from time to time unless the Panel has confirmed to Buyer that no mandatory offer under Rule 9 of the UK Takeover Code will be required as a result.

Section 2.06. Non-Solicitation.

(a) Each Indirect Shareholder, other than any GIC Covered Entity, agrees that, for the period from the date of this Agreement until the date falling two (2) years following the Closing, it will not, and will cause its Associates not to, directly or indirectly, solicit the services of or cause or seek to cause to leave the employment of the Buyer Group any member of the Buyer Group’s Executive Committee or any management level employee of

any member of the Buyer Group that is a direct report to any member of the Executive Committee of Buyer, *provided, however*, that this shall not preclude: (A) the solicitation (or employment as a result of the solicitation) of such persons whose employment has been terminated at least three months prior to such solicitation; or (B) the solicitation (or employment as a result of the solicitation) of such persons through public advertisements or general solicitations that are not specifically targeted at such person(s).

(b) Buyer agrees that, for the period from the date of this Agreement until the date falling two (2) years following the Closing, it will not, and will cause the members of Buyer Group not to, directly or indirectly, solicit the services of or cause or seek to cause to leave the employ of:

(i) in respect of TR Parent, any member of the Operating Committee or any management level employee of any member of the TR Group that is a direct report to any member of the Operating Committee; or

(ii) in respect of the Indirect Shareholders (other than TR Parent), any person employed at director level and above with a significant involvement with the business of the Seller,

provided, however, that this shall not preclude: (A) the solicitation (or employment as a result of the solicitation) of such persons whose employment has been terminated at least three months prior to such solicitation; or (B) the solicitation (or employment as a result of the solicitation) of such persons through public advertisements or general solicitations that are not specifically targeted at such person(s).

(c) If any provision contained in this Section shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Section, but this Section shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. It is the intention of the parties that if any of the restrictions or covenants contained herein is held to cover a geographic area or to be for a length of time which is not permitted by applicable law, or in any way construed to be too broad or to any extent invalid, such provision shall not be construed to be null, void and of no effect, but to the extent such provision would be valid or enforceable under applicable Law, a court of competent jurisdiction shall construe and interpret or reform this Section to provide for a covenant having the maximum enforceable geographic area, time period and other provisions (not greater than those contained herein) as shall be valid and enforceable under such applicable Law. Each party acknowledges that the other party would be irreparably harmed by any breach of this Section and that there would be no adequate remedy at law or in damages to compensate such non-breaching party for any such breach.

Section 2.07. Closing Deliverables. Each of the Indirect Shareholders agrees and undertakes that, at Closing, it shall deliver to Buyer duly executed counterparts, executed by such Indirect Shareholder and (where relevant) its Associates of: (i) the Relationship Agreement Support Agreement; and (ii) the other Relevant Shareholder Arrangements to which it is expressly contemplated therein to be a signatory in the preamble thereof.

ARTICLE 3 RESTRICTIONS ON TRANSFERS OF INTERESTS

Section 3.01. No Disposals. Without the prior written consent of Buyer (which Buyer will be entitled to withhold or condition in its absolute discretion) from the date hereof until the earlier of the Closing or the Termination Date, as applicable:

(a) none of the Indirect Shareholders nor any of their Associates will vary, amend, waive (except as expressly contemplated by the Relevant Shareholder Arrangements) any rights under or terminate any of the

Relevant Shareholder Arrangements, or enter into any other agreement or arrangement relating to their interests in Buyer, Seller, the Refinitiv Sellers or ConsortiumCo; and

(b) none of the Indirect Shareholders nor any of their Associates will, directly or indirectly, Dispose of or permit the Disposal of any Securities, except by way of a Disposal of Seller Securities in ConsortiumCo and/or the Seller and/or (where contemplated by the Closing Steps (as defined in the Purchase Agreement)) the Refinitiv Sellers to a Permitted Affiliate of the applicable Indirect Shareholder and provided that, that prior to such transferee ceasing to be a Permitted Affiliate of the relevant Indirect Shareholder, it will promptly re-transfer its interests in such Securities to a Permitted Affiliate of the relevant Indirect Shareholder.

Section 3.02. Definitions. For the purposes of Section 3.01:

(a) **“Disposal”** means any offer of, sale of, contract to sell, grant or sale of options over, purchase of any option or contract to sell, transfer of, charge or pledge or encumbrance over, allotment or issue of, grant of any right or warrant to purchase or otherwise transfer, lending or disposal of or other monetisation of any Securities or any interest in Securities or the entry into of any swap or other agreement that grants, transfers or entitles any person to, or may in the future grant, transfer or entitle any person to, in whole or in part, any of the economic consequences of ownership of Securities, whether any such transaction described above is to be settled by delivery of such Securities, in cash or otherwise or any other disposal or agreement to dispose of any Securities, any interest in Securities, any rights attaching to Securities or the economic consequences of ownership of Securities, or any announcement or other publication of the intention to do, or any agreement or arrangement to do, any of the foregoing (provided that Disposal shall not include the transfer of third party limited partner interests in any fund, vehicle or similar entity of the Blackstone PE Business, except where a third party would as a result of the Disposal hold a see-through economic interest in Securities of more than 5 per cent), and **“Dispose”** shall be construed accordingly.

(b) **“Permitted Affiliate”** shall have the meaning given to it in the Relationship Agreement Support Agreement (except that the obligation therein to execute a deed of adherence shall mean the obligation only to execute a deed of adherence to this Agreement until such time that the Relationship Agreement Support Agreement is executed in connection with closing contemplated by the Purchase Agreement).

(c) **“Seller Securities”** means any shares (or any rights to subscribe for (or to convert securities into) shares (including any options or awards convertible into or exercisable or exchangeable for shares)), or other securities of or issued by, or any other interests in ConsortiumCo, Seller or the Refinitiv Sellers.

(d) **“Securities”** means any Seller Securities and/or Buyer Securities other than any Buyer Securities held by the Indirect Shareholders or their Associates prior to the date of this Agreement.

ARTICLE 4 MISCELLANEOUS

Section 4.01. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be given,

if to Buyer, to:
London Stock Exchange Group plc
10 Paternoster Row
London
EC4M 7LS

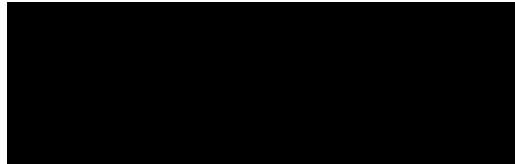
Attention:
Email:



with a copy to:

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London
EC 4Y 1HS

Attention:

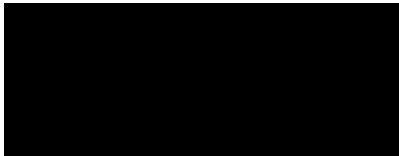


Email:

if to Blackstone or Blackstone Advisor, to:

The Blackstone Group
345 Park Avenue
New York, NY 10154

Attention:

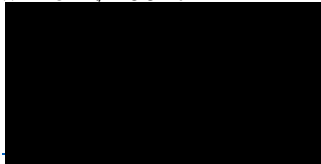


Email:

with a copy to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York, 10017

Attention:

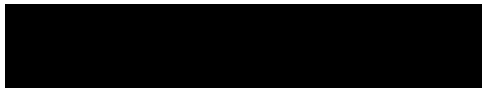


Email:

if to TR Parent, to:

333 Bay Street, Suite 400
Toronto, Ontario M5H 2R2
Canada

Attention:

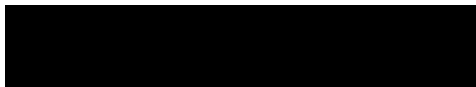


Email:

with a copy to:


Thomson Reuters
Metro Center, One Station Place
Stamford, Connecticut 06902

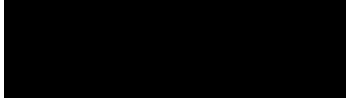
Attention:



Email:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019


Attention: 

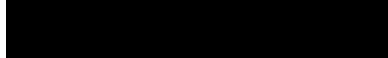
Email: 

if to Consortium Member 1, to:
168 Robinson Road #37-01 Capital Tower
Singapore 068912
Attention: Director

and

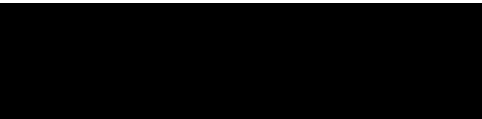
280 Park Avenue, 9th Floor
New York, New York 10017

Attention: 

Email: 


with a copy to:

Dechert LLP
1095 Avenue of the Americas
New York, New York 10036

Attention: 

Email: 


if to Consortium Member 2 or C Parent, to:
One Queen Street East, Suite 2500
Toronto, ON, Canada M5C 2W5

Attention: 

Email: 

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153

Attention: 

Email: [REDACTED]

if to ConsortiumCo, to:
345 Park Avenue
New York, New York 10154
Attention: [REDACTED]

Email: [REDACTED]

with a copy to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York, 10017
Attention: [REDACTED]

Email: [REDACTED]

or such other address or email address as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 4.02. Incorporation. The parties acknowledge and agree that Section 13 (*Miscellaneous*) (other than Section 13.01 and Section 13.02) of the Purchase Agreement shall apply *mutatis mutandis* to this Agreement as if set forth in full in this Agreement.

Section 4.03. Procurement. C Parent will procure that Consortium Member 2 and any Associate of Consortium Member 2 comply with any obligations or restrictions under this Agreement that apply to Consortium Member 2 and/or any of its Associates, as applicable.

Section 4.04. Amendment and waiver.

(a) This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by the parties or, in the case of a waiver, by a notice signed by the party waiving compliance.

(b) No failure or delay of any party to exercise and no failure or delay by any party in exercising any right, power or remedy in connection with this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers or remedies (whether provided by law or otherwise). Any express waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

Section 4.05. Termination. Except with respect to any accrued rights and obligations as at Closing and as otherwise provided in this Agreement, this Agreement (other than Section 1.01, Section 2.01, Section 4.02, Section 4.04 and Section 4.05), shall terminate and be of no further force and effect upon consummation of the Closing. If the Purchase Agreement is terminated pursuant to the terms thereof, this Agreement will, other than with respect to any accrued rights and obligations, as of such termination, automatically become void and have no further legal effect without any liability or obligation on the part of any Party hereto.

[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.

**LONDON STOCK EXCHANGE
GROUP PLC**

By:



Name:
Title:



**BCP YORK UPPER AGGREGATOR
(CAYMAN) L.P.**

By: BCP VII Holdings Manager
(Cayman) L.L.C., its general partner

By: Blackstone Management Associates
(Cayman) VII L.P., its managing
member

By: BCP VII GP L.L.C., its general
partner

Name: 

Title: 

**BLACKSTONE FAMILY
INVESTMENT PARTNERSHIP
(CAYMAN) VII ESC L.P.**

By: BCP VII GP L.L.C., its general
partner

By: 

Name: _____
Title: _____






THOMSON REUTERS CORPORATION

By: DocuSigned by:
Erin Brown
D2DB3CCD6D6B4BD...
Name: [REDACTED]
Title: [REDACTED]


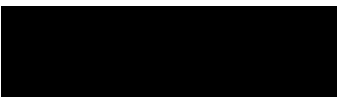
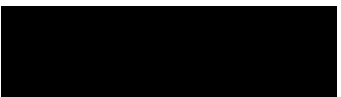
By: DocuSigned by:
Marc E. Gold
9E6C45CC2A27451...
Name: [REDACTED]
Title: [REDACTED]


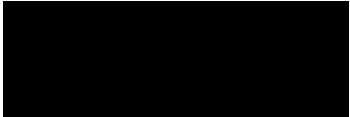
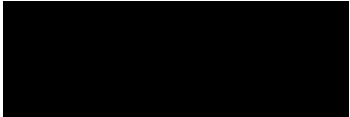
SUZUKA INVESTMENT PTE LTD

By:


Name: 
Title: 

**CPP INVESTMENT BOARD (USRE
III) INC.**

By: 
Name: 
Title: 

By: 
Name: 
Title: 

**BCP YORK HOLDINGS
(DELAWARE) L.P.**

By: BCP York Holdings GP (Delaware)
L.L.C., its general partner

By: 

Name: _____
Title: _____



**CANADA PENSION PLAN
INVESTMENT BOARD**

Geoff Moly

By: _____

Name:

Title:

Sammy Lee

By: _____

Name:

Title:

**BLACKSTONE MANAGEMENT
PARTNERS L.L.C.**

By: _____

Name:

Title:

