

ADMITTED GROUP CREDITOR LETTER

FOR GROUP COMPANY CREDITORS OF THE DOCA COMPANIES

Capitalised terms used but not defined in this Admitted Group Creditor Letter have the meaning given to them in the revised administrators' proposals relating to the DOCAs dated 9 August 2021 (the "Revised Administrators' Proposals").

Failure to validly complete and submit this Admitted Group Creditor Letter may impact an Admitted Group Creditor's right to receive its allocated DOCA Creditor Entitlements, whether directly or through a Nominated Recipient.

If you are a Group Company Creditor, you are strongly encouraged to read the Revised Administrators' Proposals, the LTD DOCA, and (if relevant) the Related DOCAs. All relevant documentation can be found on the NMC Stakeholder Website at <https://nmc.ae/investorrelations/stakeholderinformation>.

CREDITORS WHO ARE BOTH NON-CAPITAL MARKETS CREDITORS AND CAPITAL MARKETS CREDITORS CAN COMPLETE A SINGLE, COMPOSITE ADMITTED GROUP CREDITOR LETTER UNLESS THE RELEVANT CAPITAL MARKETS CREDITOR HAS SEPARATE BENEFICIAL HOLDINGS OF/INTERESTS IN THE RELEVANT GROUP CREDITOR CLAIMS.

CAPITAL MARKETS CREDITORS MUST COMPLETE SEPARATE ADMITTED GROUP CREDITOR LETTERS FOR EACH SEPARATE BENEFICIAL HOLDING OF/ INTEREST IN THE GROUP CREDITOR CLAIMS.

This Admitted Group Creditor Letter and any non-contractual obligations arising out of or in relation to this Admitted Group Creditor Letter shall be governed by, and interpreted in accordance with, ADGM law.

For assistance with this Admitted Group Creditor Letter or the requirements detailed herein, please contact the Deed Administrators at INS_NMCADGM@alvarezandmarsal.com.

1. Important Information	3
2. Instructions for Completion and Submission of Admitted Group Creditor Letter	78
Schedule 1 : Creditor Information	102
Part A – Non-Capital Markets Creditors	113
1. Administrative Details	113
Part B – Capital Markets Creditors	135
1. Capital Markets Trustee administrative details	135
2. Certificate Holder Administrative Details	146
Schedule 2 : KYC Information	168
1. KYC Requirements	179
2. KYC Documentation	1820
Schedule 3 : Claim information	219
Part A – Non-Capital Markets Creditors	202
Part B – Capital Markets Creditors	213
1. Capital Markets Trustees	213
2. Certificate Holder	224
Schedule 4 : Nominated Recipient Election	235
Part A – Nominated Recipient Election for Non-Capital Markets Creditors	246
Part B – Nominated Recipient Election for Capital Markets Creditors	257
Schedule 5 : Holdco Facilities Election	268
Part A – Holdco Facilities Election for Non-Capital Markets Creditors	279
Part B – Holdco Facilities Election for Capital Markets Creditors	2830
Part C – Distribution Election for Capital Markets Trustees	2931
Schedule 6 : Confirmation and Release Deed	302

1. IMPORTANT INFORMATION

1.1 Parties to complete this Admitted Group Creditor Letter

- (a) All Group Company Creditors must complete the relevant Schedules to this Admitted Group Creditor Letter in order to receive and make certain elections in respect of DOCA Creditor Entitlements (subject to the Claims Determination Process established pursuant to the LTD DOCA). This includes, for the avoidance of doubt:
- (i) unsecured financiers and trade creditors who do not hold their Unsecured Debt on the capital markets (“**Non-Capital Markets Creditors**”); and/ or
 - (ii) the following “Capital Markets Creditors”:
 - (A) a trustee or agent appointed in connection with the Convertible Bonds or Sukuk Certificates (“**Capital Markets Trustee**”);
 - (B) a person or investor who is the ultimate beneficiary of the Convertible Bonds or Sukuk Certificates (“**Certificate Holders**”).
- (b) Other persons may have interests in the Capital Markets Claims and may need to consider and help complete this form accordingly, including:
- (i) *Account Holders*: You are an account holder if you are recorded directly in the records of a clearing system as holding an interest in the Capital Markets Instruments in an account with the clearing system; and
 - (ii) *Intermediaries*: You are an Intermediary if you hold an interest in any Capital Markets Claims on behalf of another person or other persons and you do not hold that interest as an Authorised Account Holder.

Account Holders and Intermediaries are not Group Company Creditors unless and to the extent that they are Certificate Holders. However, the assistance of Account Holders may be required to assist Certificate Holders with completing their Admitted Group Creditor Letter. If that is the case, please note that the Certificate Holder should be identified as the Group Company Creditor in this Admitted Group Creditor Letter. Account Holders and Intermediaries are strongly encouraged to work with the relevant Capital Markets Creditors to complete this Admitted Group Creditor Letter by the deadlines specified in section 2 (~~Instructions for Completion and Submission of Admitted Group Creditor Letter~~Instructions for Completion and Submission of Admitted Group Creditor Letter).

- (c) If a Group Company Creditor is appointing a Nominated Recipient to receive all of its DOCA Creditor Entitlements, the Nominated Recipient must also complete the sections of this Admitted Group Creditor Letter noted at section 2 (~~Instructions for Completion and Submission of Admitted Group Creditor~~

~~Letter~~[Instructions for Completion and Submission of Admitted Group Creditor Letter](#)).

1.2 Materials to review

- (a) Prior to completing this Admitted Group Creditor Letter, Group [Company](#) Creditors are encouraged to read the Revised Administrators' Proposals, the LTD DOCA, and (if relevant) the Related DOCAs.
- (b) The Revised Administrators' Proposals, the LTD DOCA, the Related DOCAs, and all relevant associated documentation can be found on the NMC Stakeholder Website at <https://nmc.ae/investorrelations/stakeholderinformation>.

1.3 Deadlines to comply with

In order for an Admitted Group Creditor to receive a distribution of DOCA Creditor Entitlements, the validly completed Admitted Group Creditor Letter together with any accompanying documents or evidence (including the KYC Documentation) must be submitted electronically to the Deed Administrators via <https://www.ips-docs.com/> ("NMC Creditor Portal") by the deadlines set out in section 2 (Instructions for Completion and Submission of [Admitted Group Creditor Letter](#)) below.

1.4 How to complete the Admitted Group Creditor Letter

- (a) Group [Company](#) Creditors must complete the sections of this Admitted Group Creditor Letter specified in section 2 (~~Instructions for Completion and Submission of~~ [Instructions for Completion and Submission of Admitted Group Creditor Letter](#)).
- (b) In order for this Admitted Group Creditor Letter to be validly completed, it must, to the satisfaction of the Deed Administrators and Holdco, and in respect of the KYC Requirements, the Holdco Agents and the Holding Period Trustee:
 - (i) have had each relevant part and section thereof completed in full;
 - (ii) be accompanied with all relevant accompanying documents or evidence (including the KYC Documentation) as specified in Schedule 2 (KYC ~~Requirements~~[Information](#)); and
 - (iii) be validly executed by:
 - (A) with respect to Schedules 1 (Creditor Information), 3 (Claim information), 4 (~~Nominated Recipient Election~~; [Nominated Recipient Election](#)) and 5 (Holdco Facilities Election), the relevant Group [Company](#) Creditor; and
 - (B) with respect to Schedule 6 (Confirmation and Release Deed), the relevant Group [Company](#) Creditor and (if applicable) its Nominated Recipient(s).

1.5 How to submit the Admitted Group Creditor Letter

- (a) Admitted Group Creditor Letters and all accompanying documents or evidence (including the KYC Documentation) must be submitted electronically to the Deed Administrators via the NMC Creditor Portal (<https://www.ips-docs.com/>). Original paper copies of the Admitted Group Creditor Letter and accompanying documents or evidence are not required and should not be sent to the Deed Administrators ~~(unless otherwise stated in this Admitted Group Creditor Letter)~~.
- (b) Schedule 6 (Confirmation and Release Deed) must be printed in full, executed as a deed (which means a witness signature is required for individuals or two authorised signatories (i.e. two directors or a director and a secretary) for corporate entities) where indicated and the scanned PDF of all of the pages of the executed Confirmation and Release Deed (not only the signature page) must be uploaded by the Group Company Creditor (together with the Admitted Group Creditor Letter) online via the NMC Creditor Portal.
- (c) It is highly recommended that the completed Admitted Group Creditor Letter is printed and saved as a PDF document after submission. You will receive acknowledgment of the online transmission of your submission together with the final PDF. Group Company Creditors should store both their printed and/ or pdf completed and signed Admitted Group Creditor Letter, as well as the acknowledgment of online transmission.

1.6 Verification of submitted Admitted Group Creditor Letter

- (a) All information provided and elections made in this Admitted Group Creditor Letter shall be:
 - (i) subject to verification by the Deed Administrators in consultation with Holdco and any relevant administrative agents;¹ and
 - (ii) final and binding on the relevant Group Company Creditor and Nominated Recipient thereof (if relevant) on and from the date of

¹ The Deed Administrators will be the primary contact with regards to submission and verification of documents under this Admitted Group Creditor Letter, although a number of parties (including the Holdco Agents under the Holdco Facilities and the Holding Period Trustee under the Holding Period Trust have requirements in respect of KYC that Group Company Creditors must satisfy). In the event that interaction with these other parties is required, the Deed Administrators will direct the relevant Group Company Creditor accordingly.

submission of the Admitted Group Creditor Letter to the Deed Administrators.

- (b) Notwithstanding any other provision of this Admitted Group Creditor Letter, any confirmation, representation, warranty, undertaking or release required to be given by a Group Company Creditor or Nominated Recipient(s) in this Admitted Group Creditor Letter may be waived in writing by the Deed Administrators (in consultation with Holdco).

1.7 Distribution of Holdco Facilities Commitments

- (a) Subject to paragraph (b) below, the Holdco Facilities Commitments (which comprise part of the DOCA Creditor Entitlements for Admitted Group Creditors) will be delivered pursuant to the LTD DOCA as follows:

Scenario	Treatment
Admitted Group Creditor Letter validly completed and submitted by the Record Date	Holdco Facilities Commitments distributed to the relevant Admitted Group Creditor (or Nominated Recipient thereof) at the Restructuring Effective Date.
Admitted Group Creditor Letter <u>not</u> validly completed and submitted by the Record Date	Holdco Facilities Commitments issued and delivered to a Holding Period Trust on the Restructuring Effective Date, to be held on trust for the Admitted Group Creditor (or Nominated Recipient thereof) pending timely satisfaction of Subsequent Distribution Requirements.
Admitted Group Creditor Letter not validly submitted by later of: (i) 12 months from the Restructuring Effective Date and (ii) sixteen (16) Business Days following a Holdback Creditor becoming an Admitted Group Creditor pursuant to the LTD DOCA	Admitted Group Creditor (or Nominated Recipient thereof) forfeits right to receive DOCA Creditor Entitlements, without any further right to make any claim in respect of their Admitted Group Claim. This does not apply to Disqualified Creditors.
Admitted Group Creditor (or Nominated Recipient thereof): (i) completes and submits an Admitted Group Creditor Letter identifying themselves as a Disqualified Creditor; or (ii) is determined by the LTD -Deed Administrators <u>of LTD</u> to be a	Holdco Facilities Commitments distributed to a Holding Period Trust, to be held on trust for the Admitted Group Creditor (or Nominated Recipient thereof) pending the <u>election of an agreed and eligible Nominated Recipient, or failing that, satisfaction of the Disqualified Creditor Distribution Requirements and:</u>

Scenario	Treatment
Disqualified Creditor (see paragraph (b) below)	<p><u>(i) the election of an agreed and eligible Nominated Recipient; or</u></p> <p><u>(ii) sale of the relevant Holdco Facility Commitments by the Holding Period Trustee upon instruction by the Disqualified Creditor.</u></p>
Admitted Group Creditor (or Nominated Recipient thereof) who is determined to be a Disqualified Creditor Disqualified Creditor fails to comply with Disqualified Creditor Distribution Requirements within twenty (20) Business Days days of the Holding Period Trustee notifying it of the termination of the Holding Period Trust	Admitted Group Creditor (or Nominated Recipient thereof) forfeits right to receive a cash distribution from the Holding Period Trust, without any further right to make any claim in respect of their Admitted Group Claim.

- (b) Holdco Facilities Commitments will not be transferred to any Admitted Group Creditor (or Nominated Recipient thereof) if the Deed Administrators, following consultation with or upon the request of Holdco or the Holdco Agents (each acting reasonably and in good faith) consider that ~~the distribution of the Holdco Facilities Commitments to that~~ an Admitted Group Creditor ~~or its Nominated Recipient would result in a Group DOCA Company, the Deed Administrators, the Administrators, the Holdco Agents, the Holding Period Trustee, Holdco, Opec or, in each case, their Related Parties being subject to compliance with any onerous filing, registration, disclosure or other onerous requirements in any jurisdiction or being in breach of any law or regulation (a “is a~~ Disqualified Creditor”).
- (c) For a Disqualified Creditor to be eligible to receive a cash distribution from the Holding Period Trustee, it will be required to:
- (i) complete Schedules 1 (Creditor Information), and 3(~~Claim information;~~ Claim information) in full;
 - (ii) provide (and ensure that its Nominated Recipient provides, if applicable) all relevant accompanying documents or evidence (including the KYC Documentation) as specified in Schedule 2 (KYC ~~Requirements~~ Information); and

- (iii) complete (and ensure that its Nominated Recipient completes, if applicable) Schedule 6 (Confirmation and Release Deed)²,

(the “**Disqualified Creditor Distribution Requirements**”) prior to giving an instruction to sell in accordance with the terms of the Holding Period Trust Deed.

1.8 Distribution of Post-Restructuring Litigation Recoveries

Post-Reorganisation Litigation Recoveries will be distributed to Group Company Creditor as follows:

- (a) any Post-Restructuring Litigation Recoveries arising from litigation claims resulting from the claims of LTD will be distributed by the ~~LTD~~-Deed Administrators of LTD to the relevant creditors in accordance with the priority set out in the ~~Regulations~~IR 15 and at such times as determined by the Administrators;
- (b) any Post-Restructuring Litigation Recoveries arising from litigation claims that were assigned to LTD by a Related DOCA Company under the terms of each Related DOCA will be distributed by the ~~LTD~~-Deed Administrators of LTD to the creditors of the relevant Related DOCA Company which assigned the relevant claim:
- (i) in accordance with the formula set out at clause 12.2(b) of ~~each Related~~the LTD DOCA; and
- (ii) as soon as reasonably practicable, taking into account any obligations of the ~~administrators appointed to LTD Administrators, LTD, the~~ Deed Administrators of LTD or LTD under the LTD DOCA.

1.9 Notice details

For assistance with this Admitted Group Creditor Letter or the requirements detailed herein, please contact the Deed Administrator via the NMC Creditor Portal or via email at Ins_nmcadgm@alvarezandmarsal.com.

² ~~CC Comment: see separate comments on deed re-treatment of Disqualified Creditors.~~

2. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF ADMITTED GROUP CREDITOR LETTER

This Admitted Group Creditor Letter is divided into 6 schedules as summarised below. Please note that where deadlines are referred to:

- (a) **Record Date** will take place at 5:00 p.m. (Gulf Standard Time) on [•], or such other date as is notified to creditors via the NMC Stakeholder Website.³²
- (b) **Restructuring Effective Date** will take place on [•]⁴³, or such other date as is notified to creditors via the NMC Stakeholder Website.⁻
- (c) **Subsequent Distribution Dates** means:
 - (i) with respect to Admitted Group Creditors that fail to satisfy the Initial Distribution Requirements on the Record Date, as soon as reasonably possible after the creditor has complied with the Subsequent Distribution Requirements;
 - (ii) with respect to Holdback Creditors that become Admitted Group Creditors following the Restructuring Effective Date pursuant to Clause 9.7(b) of the LTD DOCA, as soon as reasonably possible following that creditor becoming an Admitted Group Creditor; and
 - (iii) with respect to distributions made to Admitted Group Creditors in connection with an EPM Re-Run under clause 5.1 (EPM Re-run) of the Holdco Common Terms Agreement, the following Payment Date (as defined in the Holdco Common Terms Agreement),

and in respect of (ii) and (iii) above, provided that the Admitted Group Creditor has satisfied the Subsequent Distribution Requirements.

³² Record Date to be included when circulated on RED Notification Date.

⁴³ Restructuring Effective Date to be included when circulated on RED Notification Date.

Schedule	Who must complete this Schedule?	Deadline for submission of completed Schedule:
Schedule 1: Creditor Information	<p>Part A to be completed by Non-Capital Markets Creditors only.</p> <p>Part B to be completed by Capital Markets Creditors only, including:</p> <ul style="list-style-type: none"> • Capital Markets Trustees; or • Certificate Holders. 	<p><i>To receive Holdco Facilities Commitments on the Restructuring Effective Date: Record Date.</i></p> <p><i>To receive Holdco Facilities Commitments on any Subsequent Distribution Date: eight (8) Business Days prior to that Subsequent Distribution Date.</i></p>
Schedule 2: KYC Requirements Information	<p>To be actioned by:</p> <ul style="list-style-type: none"> • Non-Capital Markets Creditors (or their Nominated Recipients, if relevant); and • Capital Markets Creditors including: <ul style="list-style-type: none"> ○ Capital Markets Trustees; or ○ Certificate Holders, <p>(or their Nominated Recipients, if relevant).</p> <p>Schedule 2 requires Group Company Creditors (or their Nominated Recipients, if relevant) to submit supplementary documentation and information not contained in this Admitted Group Creditor Letter.</p>	<p><i>To receive Holdco Facilities Commitments on the Restructuring Effective Date: Record Date.</i></p> <p><i>To receive Holdco Facilities Commitments on any Subsequent Distribution Date: eight (8) Business Days prior to that Subsequent Distribution Date.</i></p>
Schedule 3: Claim Information	<p>Part A to be completed by Non-Capital Markets Creditors only.</p> <p>Part B to be completed by Capital Markets Creditors, including:</p> <ul style="list-style-type: none"> • Capital Markets Trustees; or • Certificate Holders. 	<p><i>To receive Holdco Facilities Commitments on the Restructuring Effective Date: Record Date.</i></p> <p><i>To receive Holdco Facilities Commitments on any Subsequent Distribution Date: eight (8) Business Days prior to that Subsequent Distribution Date.</i></p>
Schedule 4: Nominated Recipient Election	<p>To be completed by Non-Capital Markets Creditors and/ or Capital Markets Creditors who wish to appoint a Nominated Recipient to hold their Holdco Facilities Commitments.</p> <p>Part A to be completed by Non-Capital Markets Creditors for the Nominated Recipient nominated to hold Holdco</p>	<p><i>To receive Holdco Facilities Commitments on the Restructuring Effective Date: Record Date.</i></p> <p><i>To receive Holdco Facilities Commitments on any Subsequent Distribution Date: eight (8) Business Days prior to that</i></p>

Schedule	Who must complete this Schedule?	Deadline for submission of completed Schedule:
	<p>Facilities Commitments.</p> <p>Part B to be completed by Capital Markets Creditors, including:</p> <ul style="list-style-type: none"> • Capital Markets Trustees; or • Certificate Holders, <p>for the Nominated Recipient nominated to hold Holdco Facilities Commitments.</p> <p>A Nominated Recipient does not have to complete Schedule 4 (Nominated Recipient Election).</p>	<p>Subsequent Distribution Date.</p>
<p>Schedule 5: Holdco Facilities Election</p>	<p>To be completed to elect whether to receive Conventional Facilities or (if prohibited from receiving Conventional Facilities) Islamic Facilities.</p> <p>Part A to be completed by Non-Capital Markets Creditors.</p> <p>Part B to be completed by Capital Markets Creditors, including:</p> <ul style="list-style-type: none"> • Capital Markets Trustees; or • Certificate Holders, <p>Part C to be completed by Capital Markets Trustees.</p>	<p><i>To receive Holdco Facilities Commitments on the Restructuring Effective Date: Record Date.</i></p> <p><i>To receive Holdco Facilities Commitments on any Subsequent Distribution Date: eight (8) Business Days prior to that Subsequent Distribution Date.</i></p>
<p>Schedule 6: Confirmation and Release Deed</p>	<p>To be completed by:</p> <ul style="list-style-type: none"> • Non-Capital Markets Creditors (and their Nominated Recipients, if relevant); and • Capital Markets Creditors including: <ul style="list-style-type: none"> ○ Capital Markets Trustees; or ○ Certificate Holders, <p>(and their Nominated Recipients, if relevant).</p>	<p><i>To receive Holdco Facilities Commitments on the Restructuring Effective Date: Record Date.</i></p> <p><i>To receive Holdco Facilities Commitments on any Subsequent Distribution Date: eight (8) Business Days prior to that Subsequent Distribution Date.</i></p>

SCHEDULE 1: CREDITOR INFORMATION

This Schedule 1 (Creditor Information) is divided into two sections - Part A and Part B.

Part A to be completed by Non-Capital Markets Creditors.

Part B to be completed by Capital Markets Creditors, including:

- Capital Markets Trustees; and
- Certificate Holders.

⁵⁴ To be completed by the filer of the Proof of Debt in relation to the relevant Admitted Group Claim(s).

Part A – Non-Capital Markets Creditors⁵⁴

† Administrative Details

Full Name of creditor:	_____ _____
If the creditor is a corporate or institution, name of authorised employee:	_____ _____
If the creditor is an individual, country of domicile:	_____ _____
If the creditor is a company or institution:	
(a) Jurisdiction of incorporation	_____ _____
(b) Place of central administration (if different to jurisdiction of incorporation)	_____ _____
(c) Place of principal place of business (if different to jurisdiction of incorporation)	_____ _____ _____

⁵⁴ To be completed by the filer of the Proof of Debt in relation to the relevant Admitted Group Claim(s).

Please tick the following box if the Non-Capital Markets Creditor considers that it is a Disqualified Creditor: ⁵	<input checked="" type="checkbox"/> Disqualified Creditor
E-mail address:	_____
Telephone number (with country code):	_____
Creditor/ authorised employee signature: (sign and print name)	_____
Date:	_____

1.

Bank Account Payment Details

<i>Bank name</i>	
<i>SWIFT code</i>	
<i>Accountholder name</i>	
<i>Account number (IBAN or equivalent)</i>	
<i>Other details (if relevant)⁶</i>	

⁵ A Non-Capital Markets Creditor will be a Disqualified Creditor if it is a citizen of, domiciled or resident in, or subject to the laws of, any jurisdiction where the offer to issue to, subscribe by or transfer to, such person of Holdco Facility Commitments is prohibited by any applicable law or regulation or would, or would be likely to, result in LTD, the LTD Deed Administrators, the DOCA Companies, the Administrative Parties, Holdco or any member of the Holdco Group or any of their Related Parties being required to comply with any filing, registration, disclosure or other onerous requirement in such jurisdiction.

⁶ Please include any other unique bank account identifiers as customary in the country your account is in. Should your bank account information, please notify the Deed Administrators immediately following such change, at Ins_nmcadgm@alvarezandmarsal.com.

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Part B – Capital Markets Creditors

1. Capital Markets Trustee administrative details

Full Name of Capital Markets Trustee:	_____ _____
Name of authorised employee:	_____ _____
(a) Jurisdiction of incorporation	_____
(b) Place of central administration (if different to jurisdiction of incorporation)	_____
(c) Place of principal place of business (if different to jurisdiction of incorporation)	_____ _____
<u>Please tick the following box if the Capital Markets Trustee considers that it is a Disqualified Creditor:⁷</u>	<input type="checkbox"/> Disqualified Creditor
Telephone number of authorised employee (with country code):	_____ _____
E-mail address of authorised employee:	_____

⁷ A Capital Markets Trustee will be a Disqualified Creditor if it is a citizen of, domiciled or resident in, or subject to the laws of, any jurisdiction where the offer to issue to, subscribe by or transfer to, such person of Holdco Facility Commitments is prohibited by any applicable law or regulation or would, or would be likely to, result in LTD, the LTD Deed Administrators, the DOCA Companies, the Administrative Parties, Holdco or any member of the Holdco Group or any of their Related Parties being required to comply with any filing, registration, disclosure or other onerous requirement in such jurisdiction.

Authorised employee signature: (<i>sign and print name</i>)	----- ---
Date:	----- ---

Bank Account Payment Details⁷⁸

<i>Bank name</i>	
<i>SWIFT code</i>	
<i>Accountholder name</i>	
<i>Account number (IBAN or equivalent)</i>	
<i>Other details (if relevant)</i>	

⁷⁸ Bank account details required in the event that a cash payment is to be made to a Group [Company](#) Creditor. A creditor may update this information following submission of this Admitted Group Creditor Letter by notifying the Deed Administrators.

2. Certificate Holder Administrative Details

Full Name of Certificate Holder:	_____ --
If the Certificate Holder is an individual, country of domicile:	_____ --
If the Certificate Holder is a company or institution:	
(a) Jurisdiction of incorporation	_____ --
(b) Place of central administration (if different to jurisdiction of incorporation)	_____ --
(c) Place of principal place of business (if different to jurisdiction of incorporation)	_____ -- --
Applicable Clearing System*	<input type="checkbox"/> Euroclear <input type="checkbox"/> Clearstream <i>* Please tick relevant box</i>
Account Number of Certificate Holder at Clearing System:	_____ --
<u>Please tick the following box if the Certificate Holder considers that it is a Disqualified Creditor:⁹</u>	

⁹ A Certificate Holder will be a Disqualified Creditor if it is a citizen of, domiciled or resident in, or subject to the laws of, any jurisdiction where the offer to issue to, subscribe by or transfer to, such person of Holdco Facility Commitments is prohibited by any applicable law or regulation or would, or would be likely to, result in LTD, the LTD Deed Administrators, the DOCA Companies, the Administrative Parties, Holdco or any member of the Holdco Group or any of their Related Parties being required to comply with any filing, registration, disclosure or other onerous requirement in such jurisdiction.

<input type="checkbox"/>	Disqualified Creditor
Authorised employee of Certificate Holder: (print name)	_____ ---
Telephone number:	_____ ---
E-mail address:	_____ ---
Certificate Holder/ authorised employee signature: (sign and print name)	_____ ---
Date:	_____ ---

Bank Account Payment Details

<i>Bank name</i>	
<i>SWIFT code</i>	
<i>Accountholder name</i>	
<i>Account number (IBAN or equivalent)</i>	
<i>Other details (if relevant)</i> ⁸¹⁰ =	

⁸¹⁰ Please include any other unique bank account identifiers as customary in the country your account is in.

SCHEDULE 2: KYC INFORMATION

This Schedule 2 (KYC [i](#)Information) is to be actioned by:

- Non-Capital Markets Creditors (or their Nominated Recipients, if relevant); **and/ or**
- Capital Markets Creditors, including all:
 - Capital Markets Trustees; and
 - Certificate Holders,

(or their Nominated Recipients, if relevant).

This Schedule 2 (KYC [i](#)Information) requires Group [Company](#) Creditors (or their Nominated Recipients, if relevant) to submit supplementary documentation and information not contained in this Admitted Group Creditor Letter.

1. KYC Requirements

All Group [Company](#) Creditors or (where relevant) their Nominated Recipients who wish to receive Holdco Facilities Commitments MUST satisfy the Holdco Agents' and Holding Period Trustee's "know your customer" checks by the deadlines set out below in order to receive Holdco Facilities Commitments.

Any entitlement to receive Holdco Facilities Commitments pursuant to the DOCAs is subject to those Group [Company](#) Creditors or their Nominated Recipients clearing the Holdco Agents' and Holding Period Trustee's "know your customer" checks by the deadlines set out below.

In this respect, each Group [Company](#) Creditor or each Nominated Recipient who wishes to receive Holdco Facilities Commitments is notified of the following:

- (a) All KYC documentation set out in paragraph 2 below (the "**KYC Documentation**") should be submitted by:
 - (i) the Record Date, being [⁹¹¹], or such other date as is notified to creditors; or
 - (ii) if it is not possible to submit the KYC Documentation by the Record Date (for any reason), eight (8) Business Days prior to any Subsequent Distribution Date.
- (b) If a Group [Company](#) Creditor or Nominated Recipient fails to submit its KYC Documentation by the deadlines set out above, the Holdco Agents and Holding Period Trustee shall have discretion to accept KYC Documentation thereafter.
- (c) The Holdco Agents and the Holding Period Trustee shall notify in writing the relevant Group [Company](#) Creditor or Nominated Recipient promptly upon a Group Creditor or Nominated Recipient being determined as having cleared all "know your customer" checks.
- (d) If, for any reason, a Group [Company](#) Creditor or Nominated Recipient fails to clear all "know your customer" checks required by the Holdco Agents and the Holding Period Trustee (with such clearance being determined by the Holdco Agents and the Holding Period Trustee in their absolute discretion), such Group [Company](#) Creditor or Nominated Recipient may not be entitled to receive Holdco

⁹¹¹ To be updated ~~when document is placed in final form~~ once the Holdco Agents and the Holding Period Trustee are appointed.

Facilities Commitments until they comply with such "know your customer" checks.

- (e) Given the foregoing, each Group Company Creditor or each Nominated Recipient who wishes to receive Holdco Facilities Commitments is strongly encouraged to provide the KYC Documentation required by the Holdco Agents and the Holding Period Trustee to the Deed Administrators online via the NMC Creditor Portal by as soon as possible.

2. **KYC Documentation**

The KYC Documentation required by the Holdco Agents and the Holding Period Trustee for their "*know your customer*" clearance checks is as follows:¹²⁰¹²

- (a) For individuals, certified ID & proof of address, which conforms to the following requirements:
 - (i) the certifier needs to confirm that the document is both "a true copy of the original seen by me" and "the photograph is a true likeness of the person";
 - (ii) an official stamp of the person certifying and indication of professional status;
 - (iii) certifier's signature and date with their printed name; and
 - (iv) certifier's occupation and address or telephone number.
- (b) The certification set out at paragraph (a) above can be made by the following entities:
 - (i) a bank or regulated financial institution acceptable to the Holdco Agents and the Holding Period Trustee;
 - (ii) a solicitor or notary;
 - (iii) an independent professional person acceptable to the Holdco Agents and the Holding Period Trustee;

¹²⁰¹² Subject to any ~~additional inclusions~~ amendments required by Holdco Agents; and the Holding Period Trustee once appointed.

- (iv) a doctor;
 - (v) a chartered accountant;
 - (vi) a civil servant; or
 - (vii) a minister of religion.
- (c) For corporate entities, partnerships or non-individuals, the Holdco Agents and the Holding Period Trustee reserve the right to complete a full "Counterparty KYC" process and request the following:
- (i) its ownership details (including a certified structure chart), leading up to the ultimate beneficial owners; and
 - (ii) certified ID & address documents for all such beneficial owners.

SCHEDULE 3: CLAIM INFORMATION

This Schedule 3 (Claim information) is divided into two sections - Part A and Part B.

Part A to be completed by Non-Capital Markets Creditors.

Part B to be completed by Capital Markets Creditors, including:

- Capital Markets Trustees; and
- Certificate Holders.

Part A – Non-Capital Markets Creditors

Nature of claim (<u>e.g.</u> financial debt, trade debt):	_____
Date of submission of Proof of Debt:	_____
Amount of outstanding unsecured debt (excluding Capital Markets Claims) including currency:	_____
Date of notification of Admitted Group Claim:	_____
If you executed the voting support agreement dated 16 April 2021 (the “ Voting Support Agreement ”) in a capacity under which you are owed the Consent Fee (as defined in the Voting Support Agreement), please enter the amount of Unsecured Debt subject to the Voting Support Agreement and that accrue such Consent Fee. ⁺¹³ =	_____

⁺¹³
= This information shall be reconciled with information provided to the Deed Administrators by each Group Company Creditor that acceded to the Voting Support Agreement in accordance with its terms and is owed the Consent Fee. The allocation of the Consent Fee shall be final and conclusive (provided it is done in accordance with the terms of the Voting Support Agreement).

Part B – Capital Markets Creditors

1. Capital Markets Trustees

Date of submission of Proof of Debt:	_____
Amount of outstanding pre-administration Capital Markets Claims (including currency), including fees and expenses:	_____
Date of notification of Admitted Group Claim:	_____



2. Certificate Holder

In order to receive DOCA Creditor Entitlements, each Certificate Holder must submit electronic voting instructions delivered to the relevant clearing system to "block" the Certificates that they hold (a "**Custody Instruction**") prior to submitting this Admitted Group Letter. The Custody Instruction will generate a unique reference number (the "**Custody Instruction Reference Number**") which must be detailed below. The notes must be blocked from trading from the time that the Admitted Group Creditor Letter is delivered until the relevant DOCA Creditor Entitlements are received, ~~and~~ Certificate Holders will be prevented ~~a creditor~~ from trading their notes in the interim unless consented to by the ~~LTD~~ Deed Administrators of LTD.

If you own Group Creditor Claims under more than one ISIN/ other Common Code, you must complete a separate line below for each respective ISIN.

ISIN/ Common Code	Clearing System Certificate Holder name	Clearing System Certificate Holder number	Amount (USD) blocked at clearing system	Custody Instruction Reference Number

If you executed the voting support agreement dated 16 April 2021 (the “**Voting Support Agreement**”) in a capacity under which you are owed the Consent Fee (as defined in the Voting Support Agreement), please enter the amount of Unsecured Debt subject to the Voting Support Agreement and that accrue such Consent Fee.¹⁴²¹⁴
=

¹⁴²¹⁴
= This information shall be reconciled with information provided to the Deed Administrators by each Group Company Creditor that acceded to the Voting Support Agreement in accordance with its terms and is owed the Consent Fee. The allocation of the Consent Fee shall be final and conclusive (provided it is done in accordance with the terms of the Voting Support Agreement).



SCHEDULE 4: NOMINATED RECIPIENT ELECTION

This Schedule 4 is divided into two sections - Part A and Part B, and is only to be completed by Non-Capital Markets Creditors and/ or Capital Markets Creditors who wish to appoint a Nominated Recipient to hold all of their Holdco Facilities Commitments.

Part A to be completed by Non-Capital Markets Creditors for the Nominated Recipient nominated to hold Holdco Facilities Commitments.

Part B to be completed by Capital Markets Creditors, including:

- Capital Markets Trustees; and
- Certificate Holders,

for the Nominated Recipient nominated to hold Holdco Facilities Commitments.

A Nominated Recipient does not have to complete this Schedule 4.

Part A – Nominated Recipient Election for Non-Capital Markets Creditors

If you would like to appoint a Nominated Recipient to receive the DOCA Creditor Entitlements, please complete the following details in respect of the Nominated Recipient. Only one Nominated Recipient can be appointed in respect of the DOCA Creditor Entitlements.

Full Name of Nominated Recipient:	_____ ---
If the Nominated Recipient is an individual, country of domicile:	_____ ---
If the Nominated Recipient is a company or institution: (a) Jurisdiction of incorporation (b) Place of central administration (if different to jurisdiction of incorporation) (c) Place of principal place of business (if different to jurisdiction of incorporation)	_____ _____ _____ _____ _____
Authorised employee of Nominated Recipient: (<i>print name</i>)	_____ ---
Telephone number (with country code):	_____ ---
E-mail address:	_____ _____

Bank Account Payment Details

<i>Bank name</i>	
<i>SWIFT code</i>	
<i>Accountholder name</i>	
<i>Account number (IBAN or</i>	

<i>equivalent)</i>	
<i>Other details (if relevant)</i> ¹⁵³¹⁵ <u> </u>	

¹⁵³¹⁵
 Please include any other unique bank account identifiers as customary in the country the
Nominated Recipient's account is in.



Part B – Nominated Recipient Election for Capital Markets Creditors

If you would like to appoint a Nominated Recipient to receive the DOCA Creditor Entitlements, please complete the following details in respect of the Nominated Recipient. Only one Nominated Recipient can be appointed in respect of the DOCA Creditor Entitlements.

Full Name of Nominated Recipient:	_____ ---
If the Nominated Recipient is an individual, country of domicile:	_____ ---
If the Nominated Recipient is a company or institution: (a) Jurisdiction of incorporation (b) Place of central administration (if different to jurisdiction of incorporation) (c) Place of principal place of business (if different to jurisdiction of incorporation)	_____ --- _____ --- _____ ---
Authorised employee of Nominated Recipient: (<i>print name</i>)	_____ ---
Telephone number (with country code):	_____ ---
E-mail address:	_____ ---

Bank Account Payment Details

<i>Bank name</i>	
<i>SWIFT code</i>	

<i>Accountholder name</i>	
<i>Account number (IBAN or equivalent)</i>	
<i>Other details (if relevant)</i> ⁺⁴¹⁶ <u> </u>	

¹⁶⁴¹⁶
 Please include any other unique bank account identifiers as customary in the country the
Nominated Recipient's account is in.

SCHEDULE 5: HOLDCO FACILITIES ELECTION

This Schedule 5 (Holdco Facilities Election) is divided into three sections - Parts A, B, and C.

Part A to be completed by Non-Capital Markets Creditors.

Part B to be completed by Capital Markets Creditors, including:

- Capital Markets Trustees; and
- Certificate Holders.

Part C to be completed by Capital Markets Trustees only.

Part A – Holdco Facilities Election for Non-Capital Markets Creditors

All Non-Capital Markets Creditors are required to tick one of the two boxes in Sub-section A below. Non-Capital Markets Creditors who wish to receive Islamic Financing Commitments must also complete Sub-section B below.

If you are prohibited due to your religious or personal beliefs from holding Conventional Commitments (under the Conventional Facility Agreement), please contact the Deed Administrators [of LTD](#) as soon as possible.

Sub-section A

By ticking one of the two boxes below (and subject to the terms of the Confirmation and Release Deed), the Non-Capital Markets Creditor noted at Schedule 1 (~~:- Creditor Information~~ [Creditor Information](#)) expressly acknowledges and confirms that it elects to receive and is eligible to receive (or elects its Nominated Recipient to receive and confirms that its Nominated Recipient is eligible to receive) Holdco Facilities Commitments in the form of:

Conventional Commitments (under the Conventional Facility Agreement)

Islamic Financing Commitments (under the Islamic Financing Facility)

Sub-section B

To be completed by Non-Capital Markets Creditors who have elected to receive Islamic Financing Commitments.

I am prohibited by the terms of my constitutional documents and/or my regulator (if applicable) from holding Conventional Commitments

Where a Non-Capital Markets Creditor: (i) does not elect to receive either Conventional Commitments or Islamic Financing Commitments; or (ii) elects to receive Islamic Financing Commitments but fails to fill in Sub-section B, the relevant Holdco Agent shall be entitled to allocate Conventional Commitments to them or their Nominated Recipient.

Part B – Holdco Facilities Election for Capital Markets Creditors

All Capital Markets Creditors are required to tick one of the two boxes in Sub-section A below. Capital Markets Creditors who wish to receive Islamic Financing Commitments must also complete Sub-section B below.

If you are prohibited due to your religious or personal beliefs from holding Conventional Commitments (under the Conventional Facility Agreement), please contact the Deed Administrators [ofLTD](#) as soon as possible.

Sub-section A

By ticking one of the two boxes below (and subject to the terms of the Confirmation and Release Deed), the Capital Markets Creditor noted at Schedule 1 (Creditor Information) expressly acknowledges and confirms that it elects to receive and is eligible to receive (or elects its Nominated Recipient to receive and confirms that its Nominated Recipient is eligible to receive) Holdco Facilities Commitments in the form of:

Conventional Commitments (under the Conventional Facility Agreement)

Islamic Financing Commitments (under the Islamic Financing Facility)

Sub-section B

To be completed by Capital Markets Creditors who have elected to receive Islamic Financing Commitments.

I am prohibited by the terms of my constitutional document and/or my regulator (if applicable) from holding Conventional Commitments

Where a Capital Markets Creditor: (i) does not elect to receive either Conventional Commitments or Islamic Financing Commitments; or (ii) elects to receive Islamic Financing Commitments but fails to fill in Sub-section B, the relevant Holdco Agent shall be entitled to allocate Conventional Commitments to them or their Nominated Recipient.



Part C- Distribution Election for Capital Markets Trustees

Clause 9.3 (Distributions to Capital Markets Trustees) of the LTD DOCA sets out that a Capital Markets Trustee may elect in their Admitted Group Creditor Letter to receive a distribution of DOCA Creditor Entitlements that is calculated using either:

- the entire amount of the relevant Capital Markets Claim, subject to any adjustments made in accordance with Clause 9.3(d) (“**Total Distribution**”); or
- the amount of the relevant Capital Markets Claim that reflects the expenses due to that Capital Markets Trustee prior to the Appointment Date (“**Partial Distribution**”).

By ticking one of the two boxes below (and subject to the terms of the Confirmation and Release Deed), the Capital Markets Trustee noted at Schedule 1 (Creditor Information), for the purposes of clause 9.3 (Distributions to Capital Markets Trustees) of the LTD DOCA, elects to receive on the relevant Distribution Date:

Total Distribution

Partial Distribution

SCHEDULE 6: CONFIRMATION AND RELEASE DEED

To be completed by:

- Non-Capital Markets Creditors (and their Nominated Recipients, if relevant); and
- Capital Markets Creditors including: (i) Capital Markets Trustees; or (ii) Certificate Holders, and their Nominated Recipients, if relevant.

| Group Company Creditors who are both Non-Capital Markets Creditors and Capital Markets Creditors must execute Schedule 6 in both capacities.

CONFIRMATION AND RELEASE DEED

THIS DEED is made on ¹⁷_____

(1) ¹⁸_____

BY: _____
—

a company incorporated under the laws of and registered in: _____

with _____ company _____ number

and whose registered office is at _____

AND/ OR

(1) ¹⁹_____

BY: _____

¹⁷_____ ¹⁷ Insert date on which this deed is being executed.

¹⁸_____ ¹⁸ Insert name of party giving this undertaking and authorisation, if it is an institution, otherwise
_____ delete. Replicate if several parties are executing this deed, including Nominated Recipients.

¹⁹_____ ¹⁹ Insert name of party giving this undertaking and authorisation if it is an individual, otherwise
_____ delete. Replicate if several parties are executing this deed.



1. Definitions and Interpretation

1.1 Definitions

- (a) **“Affiliate”** means, with respect to a person, any other person who, directly or indirectly, is in control of, or controlled by, or is under common control with, such person and, for the purposes of this definition, **“control”** shall mean the power, direct or indirect, to (a) vote on more than 50 per cent, of the instruments having ordinary voting power for the election of directors or equivalent officers of such person, or (b) direct or cause the direction of the management and policies of such person whether by contract or otherwise;
- (b) **“Disqualified Creditor”** means a person who is a citizen of, or domiciled or resident in, or subject to the laws of, any jurisdiction where the issuance to, subscription by, or transfer to, or the offer to issue to, subscribe by or transfer to, such person of DOCA Creditor Entitlements is prohibited by law or would, or would be likely to, result in a Group DOCA Company, the Deed Administrators, the ~~Administrators~~, ~~the Related Deed Administrators,~~ ~~the Related Administrators~~ of each DOCA Company, the Holdco Agents, the Holding Period Trustee, Holdco, Opco or, in each case, their Related Parties, being required to comply with any onerous filing, registration, or disclosure requirements or being in breach of any law or regulation;
- (c) **“Expense of an Administration”** means any amount which is payable as an expense of the administration of a DOCA Company in accordance with the Regulations;
- (d) ~~(e)~~ **“Holdco Facilities Elections”** means the elections made in Schedule 5 (Holdco Facilities Election) of the Admitted Group Creditor Letter;
- ~~(d) **“Related Parties”** means past, present and future officers, directors, shareholders, members, partners, advisory board members, board of representatives members, principals, employees, agents, attorneys, advisers, fiduciaries, representatives, nominees, predecessors, successors, assigns, and any other person, in each case, acting or purporting to act on behalf of any of the foregoing;~~
- ~~(e) **“Released Party”** means Holdco, Opco, each of their direct and indirect subsidiaries and Related Parties other than Excluded Parties;~~

- (e) "Liability" or "Liabilities" means any present or future obligation, liability, claim, counterclaim or debt at any time including without limitation, for the payment of money, performance of an act or obligation, or otherwise, whether in respect of principal, interest or otherwise, whether actual or contingent, whether fixed or undetermined, whether owed jointly or severally and whether owed as principal, surety or in any capacity whatsoever and whether it arises at common law, in equity, in contract, in tort, by statute in Abu Dhabi Global Markets, the United Arab Emirates or any part thereof, England and Wales or in any other jurisdiction under whatever applicable law, under any legal theory, and in any manner whatsoever, including any amount which would constitute such a liability but for any discharge, non-provability, unenforceability or non-allowance of the same in any insolvency or other Proceedings, including any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other Liability falling within this definition, and any claim for damages or restitution.
- (f) "Preserved Claim" means any Liability arising, or any rights that the Group Creditor or its Nominated Recipient(s) may have:
- (i) arising under a DOCA;
 - (ii) arising from or in connection with any breach of any term or any actual or purported rescission of the Voting Support Agreement, any Restructuring Document or any Security Settlement Agreement;
 - (iii) arising from any report or advice provided by any financial, tax, legal, or other adviser, on which report or advice the Group Creditor or its Nominated Recipient(s) as applicable are expressly entitled to rely; or
 - (iv) as a result of any actual fraud, wilful misconduct, or gross negligence;
- (g) "Representative" means, with respect to a person, its present or future partners, officers, directors, employees, assigns, transferees, principals, agents, representatives, and advisers;
- (h) ~~(f)~~ **"Related Fund"** means in relation to a fund (the **"First Fund"**) a fund which is (i) managed or advised by the same investment manager or investment adviser as the First Fund or (ii) if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the First Fund; and
- (i) ~~(g)~~ **"Relevant Person"** means (i) the Group Creditor; or (ii) its Nominated Recipient(s) (if appointed), as the case may be.

1.2 Unless expressed otherwise, terms defined in the deed of company arrangement entered by NMC Healthcare Ltd (in administration) dated [●]⁺⁸²⁰ (the "LTD DOCA") shall have the same meaning in this Deed.

1.3 In this Deed unless the context otherwise requires:

- (a) words in the singular include the plural and in the plural include the singular;
- (b) the words "including" and "include" shall not be construed as or take effect as limiting the generality of the foregoing;
- (c) the headings shall not be construed as part of this Deed nor affect its interpretation;
- (d) references to any clause, without further designation, shall be construed as a reference to the clause of this Deed so numbered;
- (e) reference to any act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of this Deed and any former statutory provision replaced (with or without modification) by the provision referred to;
- (f) reference to a person includes any individual, firm, company, corporation, unincorporated association, governmental body, state or agency of a state or any association, trust, fund, joint venture, consortium or other partnership (whether or not having separate legal personality); and
- (g) the principles of construction set out in the LTD DOCA apply to this Deed except that references to the LTD DOCA shall instead be construed as referenced to this Deed.

2. **Confirmations, Representations, Warranties, and Undertakings of the Group Creditor**

The Group Creditor confirms, represents, warrants and undertakes to the Deed Administrators, Holdco, and the Holdco Agents that:

- (a) it is not relying on the Deed Administrators, Holdco, or the Holdco Agents for any advice in respect of the merits of the DOCA Creditor Entitlements, and it has sought its own advice where unclear in respect of any terms;

⁺⁸²⁰ To be updated when finalised [Admitted Group Creditor Letter distributed in final form.](#)

- (b) it has read and reviewed the Revised Administrators' Proposal, the LTD DOCA, and any relevant Related DOCA;
- (c) it is the lawful owner of the Group Creditor Claims that it claims it is entitled to, and that it has not transferred the relevant Group Creditor Claim to another party following the date of the Admitted Group Creditor Letter and undertakes that it will not transfer its Group Creditor Claim following the date of this Confirmation and Release Deed until it receives its EPM Entitlements;
- (d) it has returned any post-dated cheques in relation to any Group Creditor Claims to the relevant DOCA Company and, if it discovers any post-dated cheques following the date of this Confirmation and Release Deed that it will return such cheques to the relevant DOCA Company;
- (e) it accepts its DOCA Creditor Entitlements on the terms set out in the LTD DOCA and the Related DOCAs (as applicable) and it agrees to be irrevocably and unconditionally bound by the LTD DOCA and the Related DOCAs (as applicable);
- (f) it accepts that its DOCA Creditor Entitlements have been calculated on the basis of its Unsecured Group Creditor Claim in an amount that has been either notified to it in its Claims Admission Notice, or determined in accordance with Clause 6 (Claims Determination Process) of the LTD DOCA (the "**Final Unsecured Claim Amount**");
- (g) it agrees that, as a condition of receiving the DOCA Creditor Entitlements, to the extent permitted by law:
 - (i) it will not assert a different value to its Unsecured Group Creditor Claim than its Final Unsecured Claim Amount, or seek to make any recovery from the DOCA Companies (other than LTD) in respect of its Unsecured Group Creditor Claim, other than in its DOCA Creditor Entitlements; and
 - (ii) if, notwithstanding the foregoing, it should for any reason recover any additional cash or non-cash proceeds or consideration of any description (other than, in the case of its Unsecured Group Creditor Claims, its DOCA Entitlements or amounts from LTD; or in the case of any Security Interest, the Determined Value of the Security Interest), it shall promptly notify Opco and turn those proceeds over to Opco or such member of the Group as Opco may direct;
- (h) it will not seek or attempt nor aid or facilitate any other person to dispute, set aside, challenge, compromise or question in any jurisdiction the validity and efficacy of the cancellation and/or write-down of its Deed Company Claims;
- (i) any rights and remedies of the Deed Administrators, Holdco, and the Holdco Agents hereunder are in addition to any rights and remedies which would otherwise be available to any of them, and the exercise or partial exercise of one will not prevent the exercise of others;

- (j) it has made its own independent decision as to completing this Admitted Group Creditor Letter (including the decision to appoint a Nominated Recipient);
- (k) the elections made in this Admitted Group Creditor Letter are binding and irrevocable; and
- (l) it agrees to submit to the ADGM jurisdiction in relation to its Group Claim, any matters arising out of or in relation to the DOCAs or any other matter in connection with the Restructuring.

3. **Confirmations, Representations, Warranties, and Undertakings of the Relevant Persons**⁴⁹²¹

3.1 Subject to paragraph 8 (Non-eligible persons) below, each Relevant Person confirms, represents, warrants and undertakes to the Group DOCA Companies, the Deed Administrators, Holdco, the Holdco Agents and the Holding Period Trustee that:

- (a) it has the power and capacity, obtained all necessary governmental and regulatory approvals to the extent required and complied with all laws and regulations applicable to it in any jurisdiction, to hold the DOCA Creditor Entitlements and there is no restriction in its constitution or under applicable law, regulation or regulatory policy applicable to it which would prohibit it from doing so;
- (b) it has complied with all laws and regulations applicable to it in any jurisdiction with respect to the DOCAs and this Admitted Group Creditor Letter;
- (c) it acknowledges that all authority conferred or agreed to be conferred pursuant to this Admitted Group Creditor Letter and each obligation and the authorisations, instructions and agreements given by it shall be binding upon its successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives and shall not be affected by, and shall survive, its death or incapacity and that all of the information in this Admitted Group Creditor Letter is true, complete and accurate as at the date of this Admitted Group Creditor Letter;
- (d) it shall keep its final and completed Admitted Group Creditor Letter confidential to it, and only disclose it to the Deed Administrators, Holdco, the Holdco Agents, the Holding Period Trustee (and each of their Affiliates and professional

²¹²¹⁹ Further representations and warranties may be included following regulatory analysis across key jurisdictions in which the Administrators are currently or become aware that creditors reside or are otherwise domiciled.

advisers or any other person reasonably required by them), its Nominated Recipient or Group Creditor appointing such Nominated Recipient (as applicable), Account Holders, Intermediaries, Affiliates, Related Funds, and it's or their professional advisers, successors, assigns, or transferees, or otherwise as required by any applicable law, rule, or regulation;

(e) ~~in the event any regulator if it is~~ requires ~~that to disclose~~ a completed Admitted Group Creditor Letter, this Deed, or information relating to them ~~be disclosed to it pursuant to any applicable law, regulation or judicial order~~, the relevant Group Creditor must, where permitted ~~by any applicable law, rule or regulation~~, inform the Deed Administrator and Holdco in advance of the disclosure being made and, where possible, consult on the information to be disclosed;

~~(f) it shall keep its final and completed Admitted Group Creditor Letter confidential to it, and only disclose it to the Deed Administrators, Holdco, the Holdco Agents, the Holding Period Trustee (and each of their Affiliates and professional advisers or any other person reasonably required by them), its Nominated Recipient, Account Holders, Intermediaries, Affiliates, Related Funds, and it's or their professional advisers, successors, assigns, or transferees, or otherwise as required by any applicable law, rule, or regulation;~~

~~(g) in the event any regulator requires that a completed Admitted Group Creditor Letter, this Deed, or information relating to them be disclosed to it, the relevant Group Creditor must, where permitted, inform the Deed Administrator and Holdco in advance of the disclosure being made and, where possible, consult on the information to be disclosed.~~

~~Investors based in~~ United States of America Regulatory Considerations

(f) ~~(h)~~ it is able to bear the economic risk of an investment in the Holdco Facilities Commitments for an indefinite period and is able to sustain a complete loss on its investment in its Holdco Facilities Commitments and it has concluded on the basis of information available to it that it is able to bear the risks associated with such investment;

(g) ~~(i)~~ it understands that the Holdco Facilities Commitments have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "**Securities Act**"), or any state or non-U.S. securities laws, and are being offered and sold in reliance upon U.S. federal, state and applicable non-U.S. exemptions from registration requirements for transactions not involving a public offering. The Group Creditor recognises that reliance upon such exemptions is based in part upon the representations of the Group Creditor contained in this Admitted Group Creditor Letter and the Holdco Common Terms Agreement (together, the "**Subscription Documents**"). The Group Creditor represents and warrants that the Holdco Facilities Commitments will be acquired by the Group Creditor solely for the account of the Group Creditor, for investment purposes only and not with a view to the distribution thereof;

(h) ~~(j)~~ it is either (i) an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act ("**Regulation D**") or (ii) not a "U.S. Person" as that term is defined in Rule 902 promulgated under the Securities Act

(“**Rule 902**”). If the Group Creditor is not a “U.S. Person” under the Securities Act, the Group Creditor further represents, warrants and covenants that (A) the Group Creditor is not subscribing for Holdco Facilities Commitments for the account or benefit of any person that is a “U.S. Person” under the Securities Act, (B) the offer and sale of a Holdco Facilities Commitment to the Group Creditor constitute an “Offshore Transaction,” as that term is defined in Rule 902 and/or has been made in conformity with Regulation D and (C) the Group Creditor will resell the Holdco Facilities Commitments, in whole or in part, only (1) in accordance with the provisions of applicable non-United States securities laws and regulations, applicable state securities laws and regulations and the Subscription Documents and (2) in accordance with the provisions of Regulation S (Rules 901 through 905) promulgated under the Securities Act and the “Preliminary Notes” (as that term is defined in Regulation S), pursuant to a registration under the Securities Act or pursuant to an available exemption from registration under the Securities Act;

(i) ~~(k)~~ if the Group Creditor is a U.S. Person, it confirms that it is not subscribing for any Holdco Facilities Commitments as a result of any form of general solicitation or general advertising, including (i) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site that is not password protected) or broadcast over television or radio or (ii) any seminar or meeting whose attendees were invited by any general solicitation or general advertising;

(j) ~~(h)~~ to the extent the Group Creditor is a U.S. Person, it has not been subject to any event specified in Rule 506(d)(1) of the Securities Act or any proceeding or event that could result in any such disqualifying event (“**Disqualifying Event**”) that would either require disclosure under the provisions of Rule 506(e) of the Securities Act or result in disqualification under Rule 506(d)(1) of Holdco’s use of the Rule 506 exemption. ~~The~~Such Group Creditor will immediately notify Holdco in writing if the Group Creditor becomes subject to a Disqualifying Event at any date after the date hereof. In the event that ~~the~~such Group Creditor becomes subject to a Disqualifying Event at any date after the date hereof, the Group Creditor agrees and covenants to use its best efforts to coordinate with Holdco to (i) provide documentation as reasonably requested by Holdco related to any such Disqualifying Event and (ii) implement a remedy to address the Group Creditor’s changed circumstances such that the changed circumstances will not affect in any way Holdco’s or its Affiliates’ ongoing and/or future reliance on the Rule 506 exemption under the Securities Act;

(k) ~~(m)~~ it recognises that: (i) an investment in Holdco involves certain risks, (ii) the Holdco Facilities Commitments will be subject to certain restrictions on transferability and (iii) as a result of the foregoing, the marketability of the Holdco Facilities Commitments will be severely limited. The Group Creditor agrees that it will not transfer, sell, assign, pledge, encumber, mortgage, divide, hypothecate or otherwise dispose of all or any portion of the Holdco Facilities Commitments in any manner that would violate the Governing Documents, the Securities Act or any U.S. federal or state or non-U.S. securities laws or subject Holdco or any of its affiliates to regulation under (or make materially more burdensome for such Person any regulatory requirement under) the rules and regulations of the U.S. Securities and Exchange Commission or the laws and

regulations of any U.S. federal, state or municipal authority or any non-U.S. governmental authority having jurisdiction thereover;

Investors based in the United Arab Emirates

(l) ~~(n)~~ it understands that the Holdco Facilities Commitments have not been, and will not be, registered with or approved by any applicable financial regulatory authority of the United Arab Emirates (“UAE”), the Dubai International Financial Centre (the “DIFC”) or the Abu Dhabi Global Markets (“ADGM”), including the ~~Financial Services Regulatory Authority (“FSRA”), the UAE Securities and Commodities Authority (“SCA”), the UAE Central Bank, the ADGM Financial Services Regulatory Authority (“FSRA”), or the Dubai Financial Services Authority (“DFSA”)~~ and that each of the Group DOCA Companies, the Deed Administrators, the Administrators, the Holdco Agents, the Holding Period Trustee, Holdco, Opco, each of its or their Related Parties, and any other persons involved in the offering and issuance of the Holdco Facilities Commitments (and communications in respect thereof), may not be registered with such financial regulatory authority in the UAE, DIFC or ADGM for the purposes of the offering and issuance of the Holdco Facilities Commitments (and communications in respect thereof). The Holdco Facilities Commitments are, to the extent applicable, ~~are~~ being offered and sold in reliance on exemptions for transactions not involving a public offering. The Group Creditor recognises that reliance upon such exemptions is based in part upon the representations of the Group Creditor contained in the Subscription Documents. The Group Creditor represents and warrants that the Holdco Facilities Commitments will be acquired by the Group Creditor solely for the account of the Group Creditor, not with a view to the distribution thereof;

(m) it confirms that this Admitted Group Creditor Letter, the Holdco Facilities Commitments, and any information or communication in connection therewith, may be received by it in accordance with applicable law in the jurisdiction in which it is located, and it has consented to such receipt, on the basis set out at paragraph (l) above;

~~(o) it confirms that it~~

~~(i) is either (A) a “professional investor” as that term is defined by Article 5, Part 2: Conditions of Providing Financial Services to the Customer of the Chairman of the Securities and Commodities Authority’s (SCA) Board of Directors’ Resolution No. 13 RM of 2021 on the Financial Activities Rulebook and Mechanisms of Adjustment; (B) a ‘deemed’ professional client as that term is defined by Rule 2.3.4(1) of the Conduct of Business Module of the DFSA Rulebook; or (C) a ‘Deemed’ Professional Client as that term is defined by Rule 2.4.2 of the Conduct of Business Module of the FSRA Rulebook; and~~

~~(ii) in respect of (A), (B) or (C) (as applicable), has not then elected to be classified as a ‘Retail Client’ as that term is defined under applicable rules.~~

(n) ~~(p)~~ it confirms that it is not subscribing for any Holdco Facilities Commitments as a result of any form of financial promotion or marketing, general solicitation or

general advertising, including (i) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site that is not password protected) or broadcast over television or radio or (ii) any seminar or meeting whose attendees were invited by any general solicitation or general advertising; and

(o) ~~(q)~~ it recognises that: (i) ~~it is~~ entering into the Holdco Facilities Commitments involves certain risks, (ii) the Holdco Facilities Commitments will be subject to certain restrictions on transferability and (iii) as a result of the foregoing, the marketability of the Holdco Facilities Commitments will be severely limited. The Group Creditor agrees that it will not transfer, sell, assign, pledge, encumber, mortgage, divide, hypothecate or otherwise dispose of all or any portion of the Holdco Facilities Commitments in any manner that would violate ~~the any~~ applicable laws in the UAE ~~(including Dubai International Financial Centre and DIFC or ADGM)~~.

4. **Holdco Common Terms Agreement**

4.1 Each Relevant Person confirms, represents, warrants and undertakes to Holdco and the Holdco Agents that, on and from the date the Holdco Common Terms Agreement is executed by Holdco and the Holdco Agents:

- (a) it agrees, for the benefit of Holdco and the Holdco Agents, to be bound by the terms of the Holdco Common Terms Agreement, Holdco Conventional Facility Agreement and the Holdco Investment Agency Agreement as an Original Financier or Financier (as applicable);
- (b) in the case of a legal person, it is duly incorporated or duly established and validly existing under the laws of its jurisdiction of incorporation or formation;
- (c) the obligations expressed to be assumed by it in the Holdco Common Terms Agreement, Holdco Conventional Facility Agreement and the Holdco Investment Agency Agreement are legal, valid, binding and enforceable; and
- (d) it has taken all necessary action to authorise its entry into and performance of the Holdco Common Terms Agreement, the Holdco Conventional Facility Agreement and the Holdco Investment Agency Agreement.

4.2 Each Relevant Person confirms, represents, warrants and undertakes to Holdco and the Holdco Agents that in the event that its Holdco Facilities Elections in this Admitted Group Creditor Letter specify it wishes to receive Islamic Financing Commitments, the Relevant Person is prohibited by its constitutional documents and/or regulator (if applicable) from accepting any Conventional Commitments.

5. **Release of Group DOCA Companies**

5.1 To the extent that all or part of the Group Creditor's Admitted Group Claim relates to LTD (an "**LTD Creditor**"), the LTD Creditor agrees that in accordance with and pursuant to clause 13.1 (Partial discharge of claims against the Deed Company) of the LTD DOCA, Holdco's issuance of LTD EPM Entitlements to the relevant LTD Creditors (or in the case of Holdback Creditors and Disqualified Creditors of LTD, issuance to the Holding Period Trustee) shall be treated as discharging the relevant LTD

Creditor's Admitted Group Claim against LTD pro tanto, notwithstanding that it is made by Holdco. Accordingly:

- (a) each LTD Creditor's Admitted Group Claims against LTD shall be discharged by an amount equal to the value of its LTD EPM Entitlements;
- (b) each Holdback Creditor's Holdback Claim against LTD shall be discharged by an amount equal to the value of LTD EPM Entitlements prospectively allocated to it with the amount of any such release being adjusted to reflect its final LTD EPM Entitlements in accordance with clause 9.7(c) of the LTD DOCA.

5.2 To the extent that all or part of the Group Creditor's Admitted Group Claim relates to a Related DOCA Company (a "**Related DOCA Creditor**"), the Related DOCA Creditor agrees that in accordance with and pursuant to clause 12.1 (Release and discharge of claims against the Deed Company) of each Related DOCA that:

- (a) the claims assigned to Holdco pursuant to Clause 10.2 (Assignment of Deed Company Claims) of each Related DOCA will be released and extinguished; and
- (b) all residuary Deed Company Claims of any Deed Company Creditor against the Deed Company (if any) (each under and as defined in the Related DOCAs) will be released and extinguished.

5.3 To the extent that a Secured Creditor enforces its Security Interest in respect of a Secured Claim after becoming an Admitted Group Creditor and its Unsecured Debt is higher than the amount finally determined in accordance with the terms of the LTD DOCA (the "**Unsecured Amount**"), it acknowledges that it shall not have any further claims against the relevant Group DOCA Company or Group DOCA Companies in respect of the Unsecured Amount as any such rights shall have been released or extinguished pursuant to Clauses 5.1 or 5.2 above.

5.4 ~~¶~~To the fullest extent permitted by law, and in consideration of the releases which Holdco has provided or will provide and (with respect to its subsidiaries) has agreed to procure, ~~each~~the Group Creditor ~~agrees to~~hereby irrevocably releases and forever discharges any and all Liabilities that it has or may have against ~~each of Holdco's~~Holdco or any of its direct and/or indirect subsidiaries ~~for~~and each of its and their respective Representatives for all matters arising in connection with and/or prior to the

DOCAs.²⁰entry into the DOCAs, other than and without prejudice to any Liability in respect of any:

- (a) Expense of an Administration;
- (b) Excluded Claim (as defined in the DOCAs);
- (c) Secured Claim (up to the value of the relevant Security Interest or Interests) (each as defined in the DOCAs);
- (d) Intra-Group Deed Company Claim (as defined in the DOCAs);
- (e) Assigned Claim (as defined in each Related DOCA); or
- (f) Preserved Claim.

6. Release of other parties

- 6.1 Subject to 6.2 and 6.3 below, the Group Creditor shall, to the extent permissible by the ~~Regulations~~IR15 and at the Restructuring Effective Time, irrevocably and unconditionally, fully and finally, waive, release and discharge forever to the fullest extent permitted by applicable law each and every claim which it may have against each Released Party whatsoever and howsoever arising, in connection with or by reason of or resulting directly or indirectly from any steps, acts or omissions by or on behalf of such Released Party on or prior to the Restructuring Effective Time in relation to the Restructuring (including, without limitation, any steps, acts or omissions for the purpose of achieving a restructuring transaction with respect to the Group and participation in any discussions and negotiations with stakeholders of the Group in any capacity, the execution of the DOCAs and the carrying out of the steps and transactions related thereto).
- 6.2 For the avoidance of doubt, nothing in clause 6.1 shall release, waive or discharge a Released Party from any obligation it may have under the DOCAs or the Restructuring Documents with respect to any step or action required to be undertaken, or procured to be undertaken, by it on or following the Restructuring Effective Date in accordance with the terms of such documents.

~~²⁰ Release to be given by creditors (to the fullest extent permitted by law) in exchange for certain releases from Holdeo and its direct and indirect subsidiaries. These releases are expected to contain carve-outs to preserve (among other things) certain litigation claims that are purported to be assigned by each Related DOCA and to maintain ordinary course trading claims held by Holdeo and its direct and indirect subsidiaries.~~

6.3 The release referred to in 6.1 above shall not apply to any claim which a Group Creditor may be entitled to bring against any Released Party or any Liability of a Party, in each case:

- (a) for fraud, wilful misconduct or gross negligence; or
- (b) against any Adviser arising under, or relating to, a duty of care owed to such Adviser's client or arising under a duty of care to another person which has been specifically and expressly accepted or acknowledged in writing by that Adviser.

7. Agreement not to claim

7.1 The Group Creditor will not, without the consent of the LTD Deed Administrator:

- (a) commence or continue, or instruct, direct or authorise any other person to commence or continue any proceedings arising out of; and
- (b) exercise or attempt to exercise any self-help remedy (including, for the avoidance of doubt, the cashing of any cheques provided to the relevant Group Creditor),

against the Deed Administrators, LTD, or the DOCA Companies in connection with or with respect to their Admitted Group Claims that have been released by the DOCAs or any other associated claim howsoever arising in any jurisdiction or forum other than the DOCAs.

8. Non-eligible persons

- (a) The Group Creditor acknowledges that:
 - (i) DOCA Creditor Entitlements may not be issued to a Group Creditor (or if appointed, its Nominated Recipient) where: (A) the Group Creditor has indicated in its Admitted Group Creditor Letter that it is a Disqualified Creditor; or (B) the Deed Administrators of LTD, in consultation with or at the request of Holdco or the Holdco Agents (each acting reasonably and in good faith) consider that such Group Creditor or its Nominated Recipient is a Disqualified Creditor; and
 - (ii) Disqualified Creditors will have their Holdco Facility Commitments issued and delivered to the Holding Period Trustee on the Restructuring Effective Date, who will hold such entitlements on trust for the relevant Disqualified Creditor, subject to the terms of the Holding Period Trust Deed.

(b) A Disqualified Creditor will not make the representations set out at paragraphs [\[3.1\(f\)–\(q\)\(a\), \(b\) \(in so far as that representation relates to its ability to receive DOCA Creditor Entitlements only\), \(g\), \(h\), \(j\), \(k\), \(l\) \(m\), \(n\) and \(o\)\]²²](#) above.

9. Severance

If any part of this Deed is or becomes illegal, ineffective, invalid and/or unenforceable, or that part is otherwise not in compliance with the [Regulations IR15](#), that part will be severed from this Deed and that severance will not affect the effectiveness, validity or enforceability of the remaining part of this Deed.

10. Further assurances

Each person bound by this Deed must, at its own expense, do all things and execute all documents necessary to give full effect to this Deed.

11. Governing Law

This Deed and any dispute or claim (including any non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with, the law of ADGM.

12. Jurisdiction

12.1 The ADGM courts shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter (a “**Dispute**”).

12.2 Each Relevant Person agrees that the courts of the ADGM are the most appropriate and convenient courts to settle Disputes and shall not argue to the contrary.

²² [To be updated when Admitted Group Creditor Letter distributed in final form.](#)

IN WITNESS whereof this Deed has been executed as a deed and delivered on (Date) by the parties hereto.

Group Creditor who is an individual

EXECUTED and **DELIVERED** as a **DEED** by:

.....
(Signature)

Group Creditor
(Print name)

In the presence of:

.....
(Witness Signature)

.....
(Witness name)

.....
(Witness address)



Group Creditor who is a corporate entity

EXECUTED and **DELIVERED** as a **DEED**
for and on behalf of

Group Creditor
(*Print name*)

acting by:

.....
(*Signature*)

.....
(*Print name*)

.....
(*Signature*)

.....
(*Print name*)

In the presence of:

.....
(*Witness Signature*)

.....
(*Witness name*)

.....
(*Witness address*)



Nominated Recipient for DOCA Creditor Entitlements who is an individual

EXECUTED and **DELIVERED** as a **DEED** by:

.....
(Signature)

Nominated Recipient

.....
(Print name)

In the presence of:

.....
(Witness Signature)

.....
(Witness name)

.....
(Witness address)



Nominated Recipient for DOCA Creditor Entitlements who is a corporate entity

EXECUTED and **DELIVERED** as a **DEED**

for and on behalf of

Nominated Recipient

.....

(Print name)

acting by:

.....

(Signature)

.....

(Print name)

.....

(Signature)

.....

(Print name)

In the presence of:

.....

(Witness Signature)

.....

(Witness name)

.....

(Witness address)



Summary report:	
Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 31/08/2021 11:19:13	
Style name: Color (Kirkland Default)	
Intelligent Table Comparison: Active	
Original DMS: iw://DMS.KIRKLAND.COM/EULEGAL/114079976/12	
Modified DMS: iw://DMS.KIRKLAND.COM/EULEGAL/114553441/4	
Changes:	
Add	219
Delete	165
Move From	6
Move To	6
Table Insert	14
Table Delete	16
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	426