~~*Execution Version*~~Agreed form

Date:

FIRST AMENDED AND RESTATED DEED OF COMPANY ARRANGEMENT

between

FAKIH IVF LTD (IN ADMINISTRATION) (SUBJECT TO DEED OF COMPANY ARRANGEMENT)

as the Deed Company

RICHARD DIXON FLEMING AND BENJAMIN THOM CAIRNS

as joint and several administrators and deed administrators of the Deed Company

NMC HOLDCO SPV LTD

as Holdco

AND

NMC OPCO SPV LTD

as Opco

KIRKLAND & ELLIS INTERNATIONAL LLP
30 St. Mary Axe
London EC3A 8AF
Tel: +44 (0)20 7469 2000
Fax: +44 (0)20 7469 2001
www.kirkland.com

KE:
114926145298

TABLE OF CONTENTS

Page

Contents

1	Definitions and Interpretation	5
2	Restructuring Objectives	1~~7~~9
3	Commencement	~~18~~20
4	Effect of this Deed	~~19~~20
5	Deed Administrators	2~~2~~4
6	Claims Determination Process	~~28~~30
7	Implementation of the Restructuring	~~29~~31
8	Entitlements	3~~0~~3
9	Assignment of assigned claims	3~~1~~3
10	Demand and claim assignment	3~~1~~4
11	Release and discharge of intra-group claims	3~~3~~5
12	Release and discharge of Non-Transferring Subsidiaries	3~~3~~5
13	Release and discharge of Deed Company claims	3~~3~~5
14	Release and discharge of other Claims	3~~4~~7
15	Meetings of creditors	3~~5~~8
16	Termination of the Deed	3~~6~~8
17	General	~~37~~40
Schedule 1 Related DOCA Companies		4~~2~~4
Schedule 2 Additional powers		4~~4~~7
Schedule 3 LTD DOCA		4~~6~~9

PARTIES

(1) **RICHARD DIXON FLEMING AND BENJAMIN THOM CAIRNS**, the joint and several administrators of the Deed Company, each a managing director of Alvarez & Marsal Europe LLP, Park House 16 - 18 Finsbury Circus London EC2M 7EB, acting as agents only for and on behalf of the Deed Company and without personal liability ("**Administrators**");

(2) **RICHARD DIXON FLEMING AND BENJAMIN THOM CAIRNS**, the joint and several deed administrators of the Deed Company, each a managing director of Alvarez & Marsal Europe LLP, Park House 16 - 18 Finsbury Circus London EC2M 7EB, acting as agents only for and on behalf of the Deed Company and without personal liability ("**Deed Administrators**");

(3) **FAKIH IVF LTD (IN ADMINISTRATION) (SUBJECT TO DEED OF COMPANY ARRANGEMENT)**, a private limited company incorporated in the Abu Dhabi Global Market (licence number 000004220) with registered address 16th Floor WeWork Hub71 Al Khatem Tower ADGM Square PO Box 764659, Al Maryah Island, UAE ("**Deed Company**");

(4) **RICHARD DIXON FLEMING AND BENJAMIN THOM CAIRNS**, the joint and several deed administrators of the Deed Company, each a managing director of Alvarez & Marsal Europe LLP, Park House 16 - 18 Finsbury Circus London EC2M 7EB, acting as agents only for and on behalf of the LTD and without personal liability ("**LTD Deed Administrators**");

(5) **NMC HOLDCO SPV LTD**, a private limited company incorporated in the Abu Dhabi Global Market (licence number 000005914) with registered address at 2462ResCoWork01, 24th Floor; Al Sila Tower; Abu Dhabi Global Market Square; Abu Dhabi; United Arab Emirates ("**Holdco**"); and

(6) **NMC OPCO SPV LTD**, a private limited company incorporated in the Abu Dhabi Global Market (licence number 000005918) with registered address at 2462ResCoWork01, 24th Floor; Al Sila Tower; Abu Dhabi Global Market Square; Abu Dhabi; United Arab Emirates ("**Opco**"),

each a "**Party**", together the "**Parties**".

BACKGROUND

~~(A) On 27 September 2020, Richard Dixon Fleming and Benjamin Thom Cairns were appointed as administrators of the Deed Company as well as various other entities within the Group pursuant to an order of the Court. On the same date, LTD, through its administrators, entered into the AFF Documents with the AFF Financiers to provide the Group with liquidity to continue trading.~~

(~~B~~A) The Deed Company and the other Group DOCA Companies (through their administrators) have been in negotiations with certain of their financial creditors and the Ad Hoc Committee with the objective of reaching an agreement for a restructuring of the Group (including in connection with the IVF Transaction) in accordance with the Restructuring Objectives, as more fully described in the Revised Administrators'

Proposal, this Deed, the other Group DOCAs and the notice of meeting issued to Deed Company Creditors on October 2021 (the "**Restructuring**").

(B) On 1 September 2021 the Deed Company Creditors resolved the Deed Company enter into the original deed of company arrangement (the "**Section 65 Resolution**") to effect

~~in the Revised Administrators' Proposal, this Deed, and the other Group DOCAs (the "**Restructuring**").~~
the Restructuring. The Deed Administrators, Holdco and Opco accordingly signed a deed of company arrangement on 21 September 2021 which implemented the Section 65 Resolution.

(C) The Restructuring is proposed to be achieved by way of this Deed in conjunction with the other Group DOCAs and the Restructuring Documents. Amongst other things, the Restructuring provides for:

(i) the completion of the Pre-Completion Reorganisation;

(ii) the transfer of the Completion Transfer Assets to Opco and/ or its nominee(s) pursuant to the terms of the LTD DOCA and the Restructuring Documents;

(iii) the transfer of the shares in the Deed Company to Opco and/ or its nominee(s) pursuant to the terms of this Deed and the Restructuring Documents;

(iv) the transfer of the shares in the Related DOCA Companies to Opco and/ or its nominee(s) pursuant to the terms of the Related DOCAs and the Restructuring Documents;

(v) the transfer of Assigned Claims to LTD pursuant to the terms of this Deed in exchange for the Litigation Undertaking;

(vi) the transfer of certain assignable litigation claims of the Related DOCA Companies to LTD pursuant to the terms of the Related DOCAs in exchange for the Litigation Undertaking;

(vii) the establishment of a Claims Determination Process to determine the claims of Group Creditors (including Deed Company Creditors) pursuant to the terms of the LTD DOCA, this Deed and the Related DOCAs; and

(viii) a framework for making distributions to Admitted Group Creditors (including Deed Company Creditors with Admitted Group Claims) for and on behalf of each Group DOCA Company in exchange for each Group Creditor (including Deed Company Creditors) providing the releases set out in this Deed, the LTD DOCA, the Related DOCAs, and the Restructuring Documents (as applicable).

~~(D) At creditors' meetings to consider the Revised Administrators' Proposal in the administration of the Deed Company and the other Group DOCA Companies held on 1 September 2021 and convened pursuant to section 65 of the Regulations (the "**Section 65 Resolutions**") the Deed Company Creditors and the other Group Creditors resolved, among other things, that the Deed Company and the other Group DOCA Companies (as relevant) execute a deed of company arrangement in respect of the relevant Group DOCA Company.~~

(~~E~~D) The AFF Financiers have exercised the AFF Rolled Up Election pursuant to the terms of the AFF Documents and will be entitled to receive AFF Reorganisation Entitlements in connection with the Restructuring in exchange for waiving certain of their Group Creditor Claims, alongside the DOCA Creditor Entitlements to which they are entitled in their capacity as Group Creditors.

~~(F) The Deed Company, the Deed Administrators and the Administrators have agreed to execute this Deed to give effect to the Section 65 Resolutions.~~

(E) Following passage of the Section 65 Resolution, the negotiations between members of the Ad Hoc Committee and the Key Stakeholder which were informed by the Deed of Administrators' assessment of the risks associated with both the IVF Transaction and any alternatives have concluded and the IVF Transaction Companies agreed the IVF Transaction with the IVF Stakeholder, which the Deed Administrators consider better promotes the interests of the Deed Company Creditors. The IVF Transaction Companies, the Deed Administrators and the IVF Stakeholder accordingly entered into the IVF Commitment Agreement on 29 September 2021, with the full effectiveness of

~~(G) The Administration will continue following this Deed becoming effective on the Commencement Date. The Deed Administrators have consented to be the administrators of this Deed, in parallel with their continuing appointment as Administrators of the Deed Company. The Administrators sign this Deed in their capacity as both Administrators and Deed Administrators of the Deed Company.~~
the IVF Commitment Agreement being subject to, among other things, the amendment and restatement of this Deed on the terms hereof.

(F) At a meeting of Deed Company Creditors convened pursuant to section 90 of the Regulations and held on October 2021 the Deed Company Creditors resolved that the Deed Company amend and restate this Deed (the "**Amendment**") in order to reflect changes required to implement the IVF Transaction. This Deed gives effect to that resolution.

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**ADGM**" means the Abu Dhabi Global Market;

"**Ad Hoc Committee**" has the meaning set out in the LTD DOCA;

"**Ad Hoc Committee Advisers**" has the meaning set out in the LTD DOCA;

"**Administration**" means the administration of the Deed Company pursuant to the Administration Order;

"**Administration Liabilities**" means all amounts, debts, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments in respect of which the Deed Administrators are entitled to be indemnified under clause 5.8 (Deed Administrators' indemnity and lien);

"**Administration Order**" means the order of the Court dated 27 September 2020 placing inter alia the Group DOCA Companies into ADGM administration;

"**Administration Period**" means the period of time commencing on the Appointment Date until the conclusion of the Administration in accordance with this Deed and the Regulations;

"**Administrative Parties**" has the meaning set out in the Restructuring Implementation Deed;

"**Admitted Group Claim**" has the meaning set out in the LTD DOCA;

"**Admitted Group Creditor**" means a Group Creditor in respect of an Admitted Group Claim;

"**Adviser**" means the Deed Company's Advisers, the Ad Hoc Committee Advisers

and the AFF Financier Advisers;

"**AFF Cash Entitlement**" has the meaning set out in the LTD DOCA;

"**AFF CTA**" means the common terms agreement, dated 27 September 2020, as amended and restated from time to time, including pursuant to global amendment and restatement agreements dated 1 October 2020 and 16 December 2020, between, among

others, LTD, the Original Commercial Financiers and the Original Murabaha Term Facility Participants (each as defined therein);

"**AFF Documents**" means the AFF CTA and all other Finance Documents (as defined in the AFF CTA);

"**AFF Financier**" has the meaning given to the term "Financier" in the AFF CTA;

"**AFF Financier Advisers**" means Milbank LLP as legal adviser, or any successor financial or legal adviser, to the AFF Financiers in respect of the Restructuring;

"**AFF Holdco Facilities Commitment Entitlement**" has the meaning set out in the LTD DOCA;

"**AFF Reorganisation Entitlement**" has the meaning set out in the LTD DOCA;

"**AFF Rolled Up Election**" means the delivery of a Pre-Commencement Debt Claim/Entitlement Waiver and Release Notice and/or a Rolled Up Advance Unilateral Waiver Notice (each as defined in the AFF CTA) in accordance with and pursuant to clause 6.5 (Exit Confirmation) of the AFF CTA;

"**AFF Waived Claim**" means any unsecured debt that is conditionally waived by a Group Creditor pursuant to an AFF Rolled Up Election, with such waiver to become effective on the Restructuring Effective Date pursuant to the terms of the relevant Pre-Commencement Debt Claim/Entitlement Waiver and Release Notice (as defined in the LTD DOCA);

"**Allocated EPM Value**" has the meaning set out in the LTD DOCA;

"**Amendment**" has the meaning given in Recital (F);

"**Amendment Conditions**" means the amendments to the deeds of company arrangement proposed by (i) NMC Healthcare Ltd (in administration) (subject to deed of company arrangement) and (ii) Fakih IVF Fertility Center Ltd (in administration) (subject to deed of company arrangement) with respect to the IVF Transaction on or around the date of this Deed;

"**Appointment Date**" means 27 September 2020;

"**Assets**" means all the undertakings, Property and assets of any other description of the Deed Company;

"**Assigned Claims**" means all actual and prospective litigation and/or arbitration claims (whether commenced or contingent) of the Deed Company, including civil law claims and statutory insolvency claims assigned pursuant to section 253A of the Regulations and any information or evidence held by the Deed Company in relation to the same, but does not include:

(a) any Arbitration Claim as that term is defined in clause 6.9 (Arbitration Claims) of the LTD DOCA;

(b) the litigation in proceedings ADGMCFI-2020-020 / ADGMCFI-2021-042; and

(c) any actual or prospective litigation and/or arbitration claims of the Deed Company against any suppliers, customers (including without limitation, any insurer, credit card acquirer, payment processor, or other person who makes or processes payment in respect of or on behalf of patients or other users of the Group's services or products) and/or any other entity with whom the Deed Company has, or may at any time have had, a trading relationship;

"**Attorney**" has the meaning set out at Clause 7.~~2~~3 (Appointment of LTD as Attorney);

"**Bar Date**" means 5:00pm (Gulf Standard Time) on 30 April 2021;

"**Barred Claim**" has the meaning set out at Clause 6.2 (Bar Date);

"**Budget and Oversight Protocol**" has the meaning set out in the LTD DOCA;

"**Business Day**" means a day (other than a Friday, Saturday or a Sunday) on which banks are open for general business in London and the United Arab Emirates;

"**Capital Markets Trustee**" has the meaning set out in the LTD DOCA;

"**Certificate Holder**" has the meaning set out in the LTD DOCA;

"**Claims Determination Process**" means the process set out at Clause 6 (Claims Determination Process) of the LTD DOCA;

"**Commencement Date**" means ~~the date that this Deed is executed by the Administrators, the Deed Administrators, the Deed Company, Holdco and Opco~~21 September 2021;

"**Completion Transfer Assets**" has the meaning set out in the LTD DOCA;

"**Costs**" includes costs, charges, fees, government charges, taxes and expenses, including those incurred by advisers, incurred in connection with the performance of the Administrator's and Deed Administrators' duties, obligations and responsibilities under the Regulations and the Deed during the Administration Period and the Deed Period but does not include Administration Liabilities;

"**Counterindemnity Claim**" has the meaning set out in Clause 10.3 (Assignment of Counterindemnity Claims);

"**Court**" means the courts of the ADGM;

"**Creditors' Committee**" means the creditors' committee of LTD established pursuant to section 82 of the Regulations;

"**Deed**" means this deed of company arrangement as amended from time to time;

"**Deed Company Advisers**" means:

(a) Perella Weinberg UK Limited as financial adviser to the Deed Company;

(b) Kirkland & Ellis International LLP as legal adviser to the Deed Company;

(c) Quinn Emanuel Urquhart & Sullivan, LLP as legal adviser to the Deed Company;

(d) Global Advocacy and Legal Counsel as legal adviser to the Deed Company; and

(e) Pinsent Masons LLP as legal adviser to the Deed Company,

or any successor financial or legal adviser to the Deed Company;

"**Deed Company Claim**" means a debt or liability payable by, and all claims against the Deed Company (present or future, certain or contingent, ascertained or sounding only in damages), being a debt or claim that would be admissible to proof against any Deed Company in accordance with Schedule 5 of the Regulations on the Appointment Date, and any fine or penalty to which the Deed Company is subject or liable to be subject arising out of circumstances arising or occurring prior to the Appointment Date. The term 'Deed Company Claim':

(a) includes a claim of a Secured Creditor;

(b) includes a Barred Claim;

(c) includes a claim of a Certificate Holder and a Capital Markets Trustee, in each case against the Deed Company;

(d) includes an AFF Waived Claim;

(e) includes an Intra-Group Deed Company Claim; and

(f) includes any claim in respect of which undated cheques were provided by the Deed Company to the relevant Group Creditor on or prior to the Appointment Date as quasi security for its Group Creditor Claim; but

(g) does not include an Excluded Claim.

"**Deed Company Creditor**" means a person with a Deed Company Claim;

"**Deed Company Shares**" means the entire issued share capital of the Deed Company;

"**Deed Company Share Transfer Instrument**" has the meaning set out at Clause 7.~~5~~6 (Transfer of Deed Company Shares);

"**Deed of Release**" has the meaning set out in the Restructuring Implementation Deed;

"**Deed Period**" means the period commencing on the Commencement Date and ending on the End Date;

"**Demand Amount**" has the meaning given to it in Clause 10.1(b) (Deed Company Creditor guarantee demand);

"**Demand Creditor**" means a Deed Company Creditor excluding in respect of:

(a) a Secured Claim;

(b) a Barred Claim;

(c) an Excluded Claim; and

(d) an Intra-Group Claim;

"**Directors**" means the directors of the Deed Company from time to time;

"**DOCA Creditor Entitlements**" has the meaning set out in the LTD DOCA;

"**End Date**" means the earlier of the Restructuring Effective Date, and the Termination Date;

"**Enforcement Action**" means any action of any kind to:

(a) demand payment, declare prematurely due and payable or otherwise seek to accelerate payment of all or any part of any Deed Company Claim, including the making of any declaration that any Deed Company Claim is payable on demand;

(b) designate an early termination date under any document evidencing a derivative transaction (including in relation to any hedging relationship) or terminate, or close out any transaction under any document evidencing a derivative transaction (including in relation to any hedging relationship), prior to its stated maturity, or demand payment of any amount which would become payable on or following an early termination date or any such termination or close-out;

(c) recover, or demand cash cover in respect of, all or any part of any indebtedness owed by any member of the Group (including by exercising any set-off, account combination or payment netting against any member of the Group, save as required by law);

(d) exercise or enforce any right under any guarantee or any right in respect of any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, in each case granted in relation to (or given in support of) all or any part of any indebtedness owed by any member of the Group;

(e) apply or petition for (or take or support any other step which may lead to) any corporate action, legal process (including legal proceedings, execution, distress and diligence) or other procedure or step being taken in relation to any member of the Group entering into Insolvency Proceedings other than the administrations of the Group DOCA Companies; or

(f) sue, claim or institute or continue any legal process (including legal proceedings, execution, distress and diligence) against any member of the Group, in any jurisdiction, other than any steps taken to submit Proofs of Debt in the administrations of the Group DOCA Companies;

"**Excluded Claim**" means any Preferential Claim and any Former Cocom Claims;

"**Former Cocom**" means the coordinating committee of creditors formed for the purpose of considering and negotiating the Restructuring which was terminated pursuant to a letter dated 26 February 2021;

"**Former Cocom Claim**" means any claim by the Former Cocom under any fee letter entered into by a member of the Former Cocom and any Group DOCA Company;

"**Group**" means LTD and each of its direct and indirect Subsidiaries and shall for the avoidance of doubt include any of its direct and indirect Subsidiaries which are transferred to Opco and/ or its nominee(s) on the Restructuring Effective Date;

"**Group Company Administration**" means the administrations of each Group DOCA Company pursuant to the Administration Order;

"**Group Company Administrators**" means Richard Dixon Fleming and Benjamin Thom Cairns in their capacities as administrators of each Group DOCA Company;

"**Group Company Deed Administrators**" means Richard Dixon Fleming and Benjamin Thom Cairns in their capacities as deed administrators of each Group DOCA Company;

"**Group Creditors**" means the Deed Company Creditors, LTD Creditors and the Related DOCA Creditors;

"**Group DOCA Company**" means each of the Deed Company, LTD and the Related DOCA Companies;

"**Group DOCAs**" means this Deed, the LTD DOCA and the Related DOCAs;

"**Holdback Creditor**" has the meaning set out in the LTD DOCA;

"**Holdco Common Terms Agreement**" has the meaning set out in the LTD DOCA;

"**Holdco EPM Value**" means the Allocated EPM Value of the Deed Company (as a percentage of the total Allocated EPM Value of all Group DOCA Companies) multiplied by the Total Commitments (under and as defined in the Holdco Common Terms Agreement) of the Holdco Facilities on the Restructuring Effective Date;

"**Holdco Facilities**" has the meaning given to it in the LTD DOCA;

"**Holdco Facilities Commitment**" has the meaning set out in the LTD DOCA;

"**Holdco Finance Documents**" has the meaning set out in the LTD DOCA;

"**Insolvency Proceedings**" means the appointment of an administrator (other than in respect of any administrator appointed pursuant to the Administration Order), liquidator, provisional liquidator, receiver, administrative receiver or similar officer in respect of the Deed Company or any member of the Group DOCA Companies or the winding up, liquidation, provisional liquidation, dissolution, administration (other than in respect of any administration arising pursuant to the Administration Order),

reorganisation, composition, compromise, or arrangement of or with the Deed Company or any Group DOCA Company or any equivalent or analogous appointment or proceedings under the law of any other jurisdiction;

"**Interim Leases**" has the meaning given to that term in the IVF Commitment Agreement;

"**Intra-Group Deed Company Claim**" means any Deed Company Claim of a Deed Company Creditor which is a member of the Group;

"**IVF Commitment Agreement**" means the agreement dated 29 September 2021 between the Deed Company, LTD, the Other IVF Operating Companies, the Deed Administrators and the IVF Stakeholder which sets out the terms of the IVF Transaction;

"**IVF Holdco**" means an ADGM-registered subsidiary incorporated by the Deed Company for the purposes of acting as the holding company of the IVF Operating Companies following the completion of the IVF Transaction;

"**IVF Operating Companies**" means Eve Fertility Center Ltd (in administration) (subject to deed of company arrangement), Fakih IVF Fertility Center Ltd (in administration) (subject to deed of company arrangement) and the Deed Company;

"**IVF Shareholders' Agreement**" means the shareholders' agreement to be entered into by the IVF Stakeholder, LTD, and IVF Holdco;

"**IVF Stakeholder**" means Dr Michael Hasan Fakih;

"**IVF Transaction**" means the transaction contemplated by the IVF Commitment Agreement, pursuant to which (among other things):

(a) the relevant parties entered into the Interim Leases on 29 September 2021;

(b) the IVF Stakeholder will procure the transfer of the shares in the Onshore Companies to IVF Holdco;

(c) LTD will incorporate IVF Holdco;

(d) on the Restructuring Effective Date:

(i) LTD and the IVF Stakeholder will enter into a shareholders' agreement, following which Opco will agree also to be bound by the relevant terms by way of a deed of adherence;

(ii) the Deed Administrators will transfer the shares in the IVF Operating Companies to IVF Holdco;

(iii) the Deed Company will transfer 35% of the shares in IVF Holdco to the IVF Stakeholder; and

(iv) the relevant parties will enter into the New Leases,

and immediately following the steps set out in paragraph (d), the Deed Company will transfer the remaining 65% of the shares in IVF Holdco to Opco (or its nominee); and

(e) certain mutual releases will be provided pursuant to the IVF Commitment Agreement, subject to customary exclusions;

"**IVF Transaction Company**" means LTD and each Other IVF Operating Company, insofar as the relevant creditors of each Other IVF Operating Company authorise for the relevant Other IVF Operating Company to participate in the IVF Transaction;

"**IVF Transaction Documents**" means all documents, agreements and instruments necessary or desirable to implement and complete the IVF Transaction in accordance with this Deed and the IVF Commitment Agreement, including without limitation:

(a) the IVF Commitment Agreement;

(b) the IVF Shareholders' Agreement;

(c) the share transfer agreement to be entered into by IVF Holdco, Opco (and/or its nominee) and the IVF Stakeholder;

(d) the Interim Leases;

(e) the New Leases; and

(f) the IVF Transaction RID Amendments;

"**IVF Transaction RID Amendments**" means the amendments to the Restructuring Implementation Deed for the purpose of giving effect to the IVF Transaction, in the substantially the form posted on the NMC Stakeholder Website on or about the date on which this Deed was amended and restated;

"**Lessor**" means any person who is the legal or beneficial owner of or who holds a minority interest or superior leasehold interest in Property that is used or occupied by,

or on behalf of, or in possession of the Deed Company or in relation to which the Deed Company is liable on the date of the Administration Order to pay any amount in connection with the occupation of the Property;

"**Liability**" means any debt, loss, damage, liability or obligation whatsoever including whether it is present, future, prospective, actual or contingent, whether it is known or unknown, whether it is fixed or undetermined, whether incurred solely or jointly or as principal or surety or in any other capacity, whether or not it involves the payment of money or performance of an act or obligation and whether it arises by contract, at common law, in equity or by statute or any regulation, in ADGM or any other jurisdiction, under whatever law or legal theory, or in any other manner whatsoever;

"**Litigation Undertaking**" means the undertaking given by LTD in Clause 11 (Litigation Undertaking) of the LTD DOCA;

"**LTD**" means NMC Healthcare Limited (in administration);

"LTD Administrators" means Richard Dixon Fleming and Benjamin Thom Cairns in their capacities as administrators of LTD;

"**LTD Asset Transfer Agreement**" has the meaning set out in the LTD DOCA;

"**LTD Creditor**" has the meaning given to the term "Deed Company Creditor" in the LTD DOCA;

"**LTD Deed Administrators**" means Richard Dixon Fleming and Benjamin Thom Cairns in their capacities as deed administrators of LTD;

"**LTD DOCA**" means the deed of company arrangement entered into between, inter alia, LTD, the LTD Deed Administrators and the LTD Administrators on or about the date of this Deed, in the form set out at Schedule 3 (LTD DOCA);

"**Member**" has the meaning given to that term in section 143(2)(c) of the ADGM Companies Regulations 2020;

"**Minimum Allocated EPM Value**" means 85 per cent. of the Allocated EPM Value attributable to the DOCA Companies (as defined in the Revised Administrators' Proposal);

"**New Leases**" has the meaning given to that term in the IVF Commitment Agreement;

"**NMC Creditor Portal**" means the insolvency portal managed by the Administrators and Deed Administrators and accessible to Group Creditors using login details provided by the Administrators, being the "NMC group entities ~ Alvarez & Marsal Europe LLP" webpage of www.ips-docs.com;

"**NMC Stakeholder Website**" means the stakeholder section of the Group's website, being https://nmc.ae/investorrelations/stakeholderinformation;

"**Non-Transferring Subsidiary**" means any member of the Group that will not be directly or indirectly transferred to Opco (and/ or its nominee(s)) on or before the Restructuring Effective Date pursuant to the terms of the LTD Asset Transfer Agreement;

"**Nominated Recipient**" has the meaning set out in the LTD DOCA;

"**Officer**" has the meaning as defined in section 1028(1) of the ADGM Companies Regulations 2020;

"**Onshore Companies**" means Fakih Center For Fertility, Obstetrics and Gynaecology LLC and Fakih IVF Doha WLL;

"**Opco Finance Documents**" has the meaning set out in the LTD DOCA;

"**Other IVF Operating Companies**" means each of Eve Fertility Center Ltd (in administration) (subject to deed of company arrangement) and Fakih IVF Fertility Center Ltd (in administration) (subject to deed of company arrangement);

"**Post-Restructuring Litigation Recoveries**" has the meaning set out in the LTD DOCA;

"**Pre-Completion Reorganisation**" has the meaning set out in the LTD DOCA;

"**Preferential Claim**" means a claim falling within the types of debt listed in Schedule 8 (Preferential Debts) of the Regulations;

"**Preferential Creditor**" means a creditor with a Preferential Claim;

"**Proof of Debt**" means a proof of debt submitted by or on behalf of a creditor of a Group DOCA Company in connection with the ADGM administration of that company;

"**Property**" means any legal or equitable estate or interest (whether present or future and whether vested or contingent) in real or personal property (or immovable or movable property) of any description and includes things in action (or other intangible property);

"**RED Notice**" has the meaning set out in the LTD DOCA;

"**Regulations**" means the ADGM Insolvency Regulations 2015;

"**Related DOCA Claim**" means a debt payable by, and all claims against a Related DOCA Company (present or future, certain or contingent, ascertained or sounding only in damages), being a debt or claim that would be admissible to proof against such Related DOCA Company in accordance with Schedule 5 of the Regulations on the Appointment Date, and any fine or penalty to which the Related DOCA Company is subject or liable to be subject arising out of circumstances occurring prior to the Appointment Date. The term "Related DOCA Claim":

(a) includes a claim of a Secured Creditor (as defined in the relevant Related DOCA);

(b) includes a Barred Claim (as defined in the relevant Related DOCA);

(c) includes a claim of a Certificate Holder and a Capital Markets Trustee, in each case, against the relevant Related DOCA Company;

(d) includes an Intra-Group Deed Company Claim (as defined in the relevant Related DOCA) of a Related DOCA Creditor;

(e) includes an AFF Waived Claim;

(f) includes any claim in respect of which undated cheques were provided by the relevant Related DOCA Company to the relevant Group Creditor on or prior to the Appointment Date as quasi security for its Group Creditor Claim; but

(g) does not include an Excluded Claim (as defined in the relevant Related DOCA);

"**Related DOCA Companies**" means the companies set out at Schedule 1 (Related DOCA Companies) in respect of which DOCAs have been approved by the requisite

majority of Related DOCA Creditors and executed by the relevant Related Deed Company and the Deed Administrators, each such company being a "**Related DOCA Company**";

"**Related DOCA Creditor**" means any person with a Related DOCA Claim;

"**Related DOCAs**" means the deeds of company arrangement in relation to each Related DOCA Company;

"**Related Party**" means, as to any person, such person's past, present, and future direct and indirect subsidiaries, holding companies and any subsidiary of such person's direct or indirect holding company, shareholders, members, limited partners, general partners (including, without limitation, any partnership of which such person is a general partner), any investment manager or adviser or any other entity managed or advised by such person's investment manager or adviser and any entity which such person manages or advises in its capacity as investment manager or adviser, and its and their respective affiliates, divisions, officers, directors, shareholders, equity-holders, members, partners (including, without limitation, any partnership of which such person is a general partner), 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;

"**Released Parties**" means the Deed Administrators, the Administrators, the Group Deed Administrators, the Group Administrators, the Ad Hoc Committee (in their capacity acting as the Ad Hoc Committee, and not as Group Creditors), the AFF Financiers (in their capacity acting as the AFF Financiers, and not as Group Creditors), the Advisers, the Administrative Parties, and in each case, their Related Parties, and Holdco and Opco and their past, present and future officers, directors and employees;

"**Remuneration**" means the remuneration payable to the Administrators or Deed Administrators for work performed by them, their partners, employees or agents with respect to acting as Administrators and Deed Administrators as determined in accordance with Clause 5.6 of this Deed and Schedule 12 of the Regulations;

"**Restructuring**" has the meaning set out at Recital (~~B~~A);

"**Restructuring Conditions**" has the meaning set out in the Restructuring Implementation Deed;

"**Restructuring Documents**" has the meaning set out in the Restructuring Implementation Deed;

"**Restructuring Effective Date**" has the meaning set out in the Restructuring Implementation Deed;

"**Restructuring Effective Time**" has the meaning set out in the Restructuring Implementation Deed;

"**Restructuring Implementation Deed**" has the meaning set out in the LTD DOCA;

"**Restructuring Objectives**" has the meaning set out at Clause 2 (Restructuring Objectives);

"**Revised Administrators' Proposal**" means the proposal circulated by the Administrators to the creditors of the Group DOCA Companies on 9 August 2021 setting out, among other things, the principal terms of the Restructuring;

"**Section 65 Resolution**" means the resolution referred to in recital (~~D~~B);

"**Section 81 Condition**" means an order of the Court authorising the transfer of the Deed Company Shares under the terms of this Deed pursuant to section 81 (Transfer of shares) of the Regulations;

"**Secured Claim**" means any Group Creditor Claim that is secured by a Security Interest in respect of such claim as at the Appointment Date;

"**Secured Creditor**" means any Deed Company Creditor who holds any mortgage, charge (including floating charge), pledge, lien or other security in respect of their Deed Company Claim over property of the Deed Company;

"**Security Interest**" means any mortgage, chattel mortgage, pledge, charge, agreement, encumbrance, lien, right of set-off (arising otherwise than by operation of law or as a result of a banker's right to combine accounts) and assignment which provides for and secures the payment of any debt or monetary liability or the performance of any obligation;

"**Subsidiary**" means in relation to any person:

(a) an entity (including a partnership) of which that person has direct or indirect control; and

(b) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership,

and for this purpose "control" means the direct or indirect ownership of a majority of the voting share capital or similar ownership rights of that entity, or the right or ability to determine the composition of a majority of the board of directors (or equivalent body) of such entity or otherwise to direct the management of such entity whether by virtue of ownership of share capital, contract or otherwise;

"**Termination Date**" means the date upon which the Deed is terminated in accordance with Clause 16 (Termination of the Deed); and

"**Third Party Owner**" means any person who is the legal or beneficial owner (including a Lessor) of any Assets used or occupied by, or in the possession of the Deed Company as at the Appointment Date.

1.2 **Interpretation**

In the Deed, unless a contrary indication appears or the context otherwise requires:

(a) singular includes plural and vice versa;

(b) a reference to a Clause, Sub-Clause or Schedule is a reference to a clause or sub-clause of, or a schedule to, this Deed;

(c) the headings and recitals in this Deed do not affect its interpretation;

(d) a reference to a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;

(e) a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type with which any person to which it applies is accustomed to comply) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(f) a reference to any document is a reference to that document as amended, supplemented, novated, extended or restated;

(g) a reference to "**guarantee**" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(h) a reference to "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(i) a 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);

(j) a reference to a "**representative**" includes a person's firm, employer, partners, agents, employees, and any other person acting on behalf and with the authority of a Party;

(k) a reference to a Party or any other person includes its successors in title, permitted assigns and permitted transferees;

(l) a reference to a time of day is a reference to the time in Abu Dhabi;

(m) a capitalised term used but otherwise not defined in this Deed shall have the meaning given to that term in the LTD DOCA;

(n) a term defined in or for the purposes of the Regulations has the same meaning when used in this Deed;

(o) this Deed includes any schedule;

(p) a reference to a Secured Claim shall relate only to that amount of a Group Creditor Claim that is capable of being repaid following the sale of the relevant secured Assets or Property, with the remainder of the relevant Group Creditor Claim being unsecured; and

(q) a reference to a Group Creditor Claim or a Deed Company Claim shall include any Barred Claim in respect which the LTD Deed Administrators have exercised their discretion to admit to proof as if it was not a Barred Claim pursuant to Clause 6.4(b) (Bar Date) of the LTD DOCA; and

(r) a person being bound in one capacity under this document should not be construed as that person being bound in any other capacity unless required by this Deed or the Regulations (including, for the avoidance of doubt, the AFF Financiers with respect to liabilities incurred on or following the Appointment Date).

1.3 **Inconsistency with Regulations**

If there is any inconsistency between the provisions of this Deed and the Regulations, this Deed prevails to the extent permitted by law.

1.4 **Other inconsistencies**

If there is any inconsistency between the provisions of this Deed and the constitution of the Deed Company and any other obligation binding on the Deed Company, the provisions of this Deed prevail to the extent of the inconsistency, and all persons bound by this Deed agree to sign all documents and do all things necessary to remove such inconsistency, the costs of which will be borne by the Deed Company.

1.5 **Business Days**

Except where otherwise expressly provided in the Restructuring Implementation Deed, if the day on or by which any act, matter or thing is to be done as required by this Deed is a day other than a Business Day, that act, matter or thing will be done on the immediately succeeding Business Day.

1.6 **Exclusion of Prescribed Provisions**

The prescribed provisions referred to in section 73(5) of the Regulations do not apply to this Deed.

1.7 **Required Provisions**

To the extent that the Regulations requires any provision to be included in this Deed which is not expressly included in this Deed, such provision will be deemed to be included in this Deed, and all persons bound by this Deed agree to sign all documents and do all things necessary to include such a provision in this Deed, the costs of which will be borne by the Deed Company.

2 RESTRUCTURING OBJECTIVES

The purpose and objects of this Deed, in conjunction with each Group DOCA and the Restructuring Documents are to:

(a) maximise the chances of the Deed Company and the Related DOCA Companies continuing as going concerns;

(b) provide a better return to Group Creditors of the Group DOCA Companies as a whole than would result from an immediate winding up of those companies;

(c) provide a continuation of the moratorium established upon the appointment of the Administrators and the Group Company Administrators;

(d) provide for a quick, cost efficient and fair mechanism for the management of Proofs of Debt and the determination of the Group Creditor Claims;

(e) reorganise the structure of the Group prior to the Restructuring Effective Date to ensure that on the Restructuring Effective Date the transfers contemplated by this Deed and the other Group DOCAs can take place in an efficient manner;

(f) provide for the transfer of material businesses owned by the Group to Opco and/or its nominee(s) on or prior to the Restructuring Effective Date and, in the case of the IVF Transaction, the IVF Stakeholder;

(g) establish a process by which Holdco Facilities Commitments can be distributed to Admitted Group Creditors using the EPM to calculate their proportional claims against the Group DOCA Companies, taking into account the varying nature of each Group Creditor's existing claims against the Group DOCA Companies;

(h) allow for the repayment of amounts outstanding under the AFF Documents, including by distribution of the AFF Holdco Facilities Commitment Entitlements and AFF Cash Entitlements;

(i) retrospectively authorise a Bar Date by which Group Creditors must submit a Proof of Debt in the Administration and each Group Company Administration;

(j) preserve certain litigation claims of the Group DOCA Companies, transfer certain Assigned Claims (as defined in this Deed and the relevant Related DOCAs) from the Related DOCA Companies to LTD and establish a process by which the Post-Restructuring Litigation Recoveries can be distributed to Admitted Group Creditors in accordance with the terms of the LTD DOCA and the Litigation Undertaking;

(k) establish a regime to enable the Administrators, the Group Company Administrators, the Deed Administrators and the Group Company Deed Administrators to work co-operatively to achieve the Restructuring Objectives; and

(l) grant all necessary and incidental powers to the Administrators, the Group Company Administrators, the Deed Administrators and the Group Company Deed Administrators to effect the Restructuring Objectives,

(the "**Restructuring Objectives**").

3 COMMENCEMENT

3.1 Interim Effect

Between the passing of the Deed Company's Section 65 Resolution and the Commencement Date, insofar as a person would be bound by this Deed if this Deed had already been signed and become effective that person may not, without the consent of the Deed Administrators or the leave of the Court, at any time on or after the Section 65 Resolution, but before the Commencement Date:

(a) undertake any actions inconsistent with this Deed or the LTD DOCA; or

(b) in relation to any Deed Company Claim, undertake any actions set out at clause 4.2 (Deed Moratorium).

3.2 Commencement Date

Subject to Clause 3.3 (Conditions to the Deed becoming effective):

(a) this Deed will commence and take effect on the Commencement Date; and

(b) this Deed will conclude on the End Date.

3.3 Conditions to the Deed becoming effective

(a) This Deed will only take effect if:

(i) the Deed Company, LTD and each Related DOCA Company's Allocated EPM Value (in aggregate) is greater than or equal to the Minimum Allocated EPM Value; and

(ii) the LTD DOCA's Commencement Date (under and as defined in the LTD DOCA) occurs.

(b) To the extent it is within a relevant Party's control, the Parties to this Deed must use reasonable endeavours to ensure that the conditions referred to at (a) above are satisfied as soon as possible.

(c) Unless and until the Amendment Conditions are satisfied, this Deed shall continue to take effect in its form immediately prior to the Amendment taking effect.

4 EFFECT OF THIS DEED

4.1 Binding effect

Once executed, this Deed and the related provisions in the LTD DOCA will be binding on:

(a) each Deed Company Creditor;

(b) the Directors and Officers of the Deed Company;

(c) the Members of the Deed Company;

(d) the Deed Administrators;

(e) the Administrators;

(f) the LTD Deed Administrators;

(g) Holdco; and

(h) Opco.

4.2 Deed Moratorium

(a) Subject to clause 4.2(c) and 4.5 (Effect on Secured Creditors), during the Deed Period, no person bound by this Deed may, without the consent of the Deed Administrators in relation to any Deed Company Claim:

(i) begin, support or continue with any action seeking an order that the Deed Company be wound up or that a provisional liquidator be appointed to the Deed Company;

(ii) begin, take any further steps in, or continue with, any legal proceedings, mediation or arbitration in relation to their respective Deed Company Claims;

(iii) begin or continue with a proceeding against the Deed Company in relation to any of its Assets, or begin or proceed with any kind of Enforcement Action in relation to Assets used or occupied by, or in the possession of, the Deed Company except with the leave of the Court and in accordance with such terms (if any) as the Court imposes;

(iv) take any action whatsoever to seek to recover any part of its Deed Company Claim from the Deed Company, including through any Enforcement Action;

(v) subject to Clause 7.~~5~~6 (Transfer of Deed Company Shares), transfer any shares in the Deed Company;

(vi) exercise any right of set off or defence, cross-claim or cross action to which that Deed Company Creditor would not have been entitled had the Deed Company been wound up on the Appointment Date;

(vii) subject to clause 4.5 (Effect on Secured Creditors) in the case of a Secured Creditor which votes in favour of the Section 65 Resolution of the Deed Company, enforce, realise or otherwise deal with its Security Interests, or take possession, sell or otherwise recover Property subject to its Security Interests;

(viii) subject to clause 4.6 (Effect on owners of Third Party Owners and Lessors) in the case of a Third Party Owner or Lessor which votes in favour of the Section 65 Resolution of the Deed Company, take possession of any Property that is used, or occupied by or in the possession of the Deed Company; and/or

(ix) otherwise enforce any right it may have or acquire against the Deed Company.

(b) Nothing in this Clause 4.2 (Deed Moratorium) will impact the application of any moratorium applicable to the Deed Company in connection with the Administration, in particular, pursuant to sections 44 and 45 of the Regulations.

(c) Nothing in this Clause 4.2 (Deed Moratorium) shall prevent a Deed Company Creditor or any agent, trustee, or Nominated Recipient thereof from taking any step required to implement the Restructuring pursuant to the terms of the Restructuring Implementation Deed and/or any Restructuring Document.

4.3 **Effect on Directors and Officers of the Deed Company**

(a) Subject to Clause 5.4(b), during the Deed Period, unless authorised in writing by the Deed Administrators, the Directors and Officers of the Deed Company cannot perform or exercise, and must not purport to perform or exercise, a function or power as an Officer of the Deed Company.

(b) During the Deed Period, the Directors must:

(i) cooperate with and assist the Administrators, the LTD Administrators, the Deed Administrators, and the LTD Deed Administrators in the performance by the Administrators, the LTD Administrators, the Deed Administrators and the LTD Deed Administrators of their obligations under this Deed, the LTD DOCA, and the Restructuring Documents (as applicable);

(ii) carry out and perform such operations, functions, powers and other matters as may be delegated to them by the Administrators, the LTD Administrators, the Deed Administrators and the LTD Deed Administrators; and

(iii) perform their obligations pursuant to the Deed.

4.4 **Effect on Members**

As and from the Commencement Date and until the End Date, any Member of the Deed Company must not, without the prior written consent of the Deed Administrators (including pursuant to Clause 7.~~5~~6 (Transfer of Deed Company Shares) of this Deed):

(a) transfer or deal with any shares in the Deed Company; or

(b) exercise membership rights over any shares in the Deed Company in a way that is contrary to this Deed, the Restructuring Objectives, or the terms of the Restructuring Documents.

4.5 **Effect on Secured Creditors**

(a) Each person bound by this Deed acknowledges that if a Group Creditor were to realise or otherwise deal with any of its Security Interests, it may have a materially adverse effect on achieving the Restructuring Objectives and/or the purpose of this Deed.

(b) Nothing in this Deed will prevent a Group Creditor that did not vote in favour of the Section 65 Resolution from realising or otherwise dealing with its Security Interests, subject to any application made in accordance with section 76(2) of the Regulations.

(c) Each Group Creditor that is a Secured Creditor who votes in favour of the Section 65 Resolution will be subject to the restrictions in clause 4.2 (Deed Moratorium) but may take any reasonable steps necessary to enforce, realise, or otherwise deal with its Security Interests or take possession, sell or otherwise recover property subject to its Security Interest, if they have (i) obtained the prior written consent of the LTD Deed Administrators; or (ii) provided the LTD Deed Administrators with fifteen (15) Business Days' prior written notice in advance of such enforcement.

4.6 **Effect on Third Party Owners and Lessors**

(a) Each person bound by this Deed acknowledges that if a Group Creditor were to take possession or otherwise recover any Assets owned by it, it may have a materially adverse effect on achieving the Restructuring Objectives and/or the purpose of this Deed.

(b) Nothing in this Deed will affect a right that a Third Party Owner or Lessor that did not vote in favour of the Section 65 Resolution has in relation to the relevant owned property, subject to any application made in accordance with section 79(4) of the Regulations.

(c) Each Third Party Owner or Lessor who votes in favour of the Section 65 Resolution will be subject to the restrictions in clause 4.2 (Deed Moratorium) and waives any event of default or breach by the relevant Deed Company of any agreement to which that Deed Company and the Third Party Owner or Lessor is a party which occurred on or prior to the Commencement Date or which may occur during the Deed Period, insofar as the Third Party Owner or Lessor would be entitled to terminate the agreement and may not without the prior written

consent of the Deed Administrators take possession of or otherwise recover the property the subject of the agreement.

4.7 **Effect on Preferential Claims**

Nothing in this Deed will affect any Preferential Claim. For the purposes of the application by the Deed Administrator of the Property of the Deed Company coming under their control under this Deed, any Preferential Creditors will be entitled to a priority at least equal to what they would have been entitled if the property were applied in accordance with Section 227 (Preferential Debts) of the Regulations.

4.8 **Effect on Holdco, and Opco**

Holdco and Opco agree to do all such things as may be necessary or desirable to give effect to terms of this Deed in accordance with the steps set out in the Restructuring Implementation Deed and the terms of the Holdco Finance Documents, the Opco Finance Documents and any other Restructuring Document to which it is a party (as applicable).

5 DEED ADMINISTRATORS

5.1 **Appointment**

(a) On the Commencement Date, the Deed Administrators are appointed joint and several administrators of the Deed.

(b) The Deed Administrators:

(i) accept the appointment as administrators of the Deed; and

(ii) agree to act as administrators of the Deed during the Deed Period or until the Deed Administrators retire or are removed from office in accordance with this Deed or the Regulations.

(c) The rights, powers, privileges and obligations of the Deed Administrators may be exercised by them jointly and severally.

5.2 **Interaction with Administration**

(a) The appointment of the Administrators to the Deed Company will not cease to have effect upon execution of this Deed by the Deed Administrators.

(b) The appointment of the Deed Administrators to the Deed Company will not displace the powers or obligations of the Administrators with respect to the Administration other than pursuant to Clause 5.4 (General powers of the Deed Administrators).

(c) Without prejudice to the power of the Court to grant a further extension of the Administration, the Administrators will remain appointed as administrators of the Deed Company until the Restructuring Effective Date, following which the appointment of the Administrators to the Deed Company will cease to have effect in accordance with section 110(12) of the Regulations, unless the

Administrators (in consultation with the Ad Hoc Committee) determine that the Administration should come to an end at a later or earlier time in accordance with the Regulations.

(d) The LTD Administrators may, in their absolute discretion, pursue the Assigned Claims in connection with Clause 11 (Litigation Undertaking) of the LTD DOCA. In doing so, the LTD Administrators may rely on the work undertaken by the LTD Deed Administrators in connection with the Litigation Claims and vice versa.

(e) Notwithstanding the approval and implementation of this Deed, the Administrators will continue to exercise and perform all the powers and duties in relation to the Deed Company conferred on them by all the relevant legislation for as long as the Administrators shall continue in office as Administrators. In particular, they will continue to have the power to use all the Assets of the Deed Company, subject to the terms of this Deed, in the management of the business, property and affairs of the Deed Company and shall have the power to bring or defend proceedings and to do any act or make any payment out of the Assets of the Deed Company which is, in their opinion, consistent with the purposes of the Administration, this Deed and the Restructuring.

(f) The Administrators shall not have any duties or responsibilities in relation to matters related to this Deed other than those expressly referred to herein. No such duty shall be owed by the Administrators in that capacity to any other company or to any Group Creditor.

(g) The Deed Company Creditors agree that any assessment, decision or action taken by the LTD Deed Administrators in connection with its role established under this Deed (including without limitation in relation to Clauses 6 (Claims Determination Process), 7 (Implementation of the Restructuring), 8 (Entitlements), and 9 (Assignment) will be subject to Chapter 8 (Deed of Company Arrangement) of Part 1 (Administration) of the Regulations and other provisions of the Regulations required to enable Chapter 8 to operate. The Administrators' continuing appointment as the administrators of the Deed Company shall not entitle a Group Creditor to pursue any right against the Deed Company or the Deed Administrators in relation to the operation of this Deed insofar as that right exists only because the Deed Company remains in administration pursuant to this Deed.

5.3 Deed Administrators are agents

In exercising the powers conferred by this Deed and carrying out the duties arising under this Deed, the Deed Administrators will act as agent for and on behalf of the Deed Company.

5.4 General powers of the Deed Administrators

(a) The Deed Administrators will exercise control over the Deed Company only to the extent required to implement the acts required by this Deed, the LTD DOCA (as applicable) and the Restructuring Documents, including (without limitation)

the actions contemplated under Clauses 6 (Claims Determination Process) to 16 (Termination of the Deed) (inclusive) of this Deed and all other actions necessary to give full effect to this Deed, the LTD DOCA (as applicable), the other Restructuring Documents and the transactions contemplated by those documents.

(b) Subject to Clause 5.4(a) above, the Deed Administrators are entitled to exercise all the rights, powers, privileges, authorities and discretions which are conferred by the Deed Company's constitution or otherwise by law on the Deed Company's Directors to the exclusion of the Deed Company's Directors, provided that the Deed Administrators will not be responsible for such statutory obligations that may continue to be imposed on the Directors of the Deed Company during the Deed Period.

(c) Without limiting the powers in this Clause 5.4, and for the purpose only of administering this Deed, the Deed Administrators have the additional powers set out in Schedule 2 (Additional powers).

5.5 **No Personal Liability**

(a) In the performance or exercise, or purported performance or exercise, of any of the Administrators' functions, powers and duties in the Administration Period, the Administrators will not be personally liable for:

(i) any debt, liability or other obligation which the Administrators may incur on behalf of any of the Group DOCA Companies or cause any of the Group DOCA Companies to incur; or

(ii) any loss or damage caused by any act, default or omission by the Administrators or on behalf of the Administrators in the performance of
the Administrators' powers, functions and duties,

except where such loss, damage, claim, liability or expense is caused by fraud, gross negligence or wilful misconduct.

(b) In the performance or exercise, or purported performance or exercise, of any of the Deed Administrators' functions, powers and duties under this Deed, the Deed Administrators will not be personally liable for:

(i) any debt, liability or other obligation which the Deed Administrators may incur on behalf of any Group DOCA Company pursuant to this Deed; or

(ii) any loss or damage caused by any act, default or omission by the Deed Administrators or on behalf of the Deed Administrators in the performance of the Deed Administrators' powers, functions and duties under this Deed,

except where such loss, damage, claim, liability or expense is caused by fraud, gross negligence or wilful misconduct.

5.6 **Remuneration and costs**

(a) Without prejudice to Clause 5.7 (Budget and Oversight Protocol and sharing of information), the Deed Administrators shall be:

(i) remunerated in respect of any work done by the Deed Administrators and any agent, partner or employee of the Deed Administrators acting on behalf of the Deed Administrators, in connection with the exercise of their powers and discretions and performance of their duties, obligations and responsibilities as Deed Administrators of the Deed Company on a time cost basis and at the scale of rates detailed in the Revised Administrators' Proposal for insolvency work by Alvarez & Marsal for the provision of services during the Deed Period; and

(ii) reimbursed in respect of all costs, fees, disbursements, taxation liabilities (including VAT), and expenses incurred in connection with the performance of their duties, obligations and responsibilities as Deed Administrators.

(b) Fees and expenses incurred by the Deed Administrators shall be invoiced monthly (or such other period as the Deed Company, the Deed Administrators and the Creditors' Committee may reasonably determine) to the Deed Company and shall be paid in full promptly. A copy of the invoice including details of work undertaken as well as a breakdown of the personnel involved shall be provided to the Creditors' Committee.

(c) The Deed Administrators' right to remuneration shall be without prejudice to their continuing right to remuneration as Administrators, Group Company Administrators and Group Company Deed Administrators in accordance with Schedule 12 (Remuneration) of the Regulations.

(d) Nothing in this Deed shall release or vary a Deed Company Creditor's rights pursuant to paragraph 9 of Schedule 12 (Remuneration) of the Regulations.

(e) Notwithstanding any other provision of this Deed, the Deed Administrators' remuneration may also be approved by an order of the Court under Schedule 12 of the Regulations, if required.

5.7 **Budget and Oversight Protocol and sharing of information**

(a) The Deed Administrators and the Administrators undertake to comply with the terms of the Budget and Oversight Protocol from the date it is agreed between the relevant parties until the later of (i) the End Date and (ii) the date on which the Administration terminates.

(b) Subject to (c) below, the Deed Company, the Deed Administrators and the Administrators undertake to Holdco and its subsidiaries to provide all such information as Holdco or any of its subsidiaries may reasonably request and which is within the possession of the Deed Company, the Deed Administrators or the Administrators (as applicable), and which is not already in the possession of Holdco or its subsidiaries, in relation to any actual, threatened, or potential

litigation, arbitration, or other disputes or claims that may be brought by or against the Deed Company and/or any or all of the Related DOCA Companies, including (without limitation) any investigations conducted in connection with or evaluating the prospects of any of the foregoing, subject in each case to arrangements satisfactory to the Deed Administrators, the Administrators, and Holdco (each acting reasonably) to preserve the confidentiality and legal privilege of such information.

(c) Paragraph (b) shall not require the Deed Company, the Deed Administrators, or the Administrators to disclose any information if and to the extent that:

(i) to do so would breach:

(A) the procedural or substantive rules of any relevant court or arbitral tribunal (including for the avoidance of doubt rules relating to the collateral use of documents provided pursuant to proceedings and/or disclosure and/or the provision of documents obtained pursuant to litigation to third parties);

(B) any order made by a relevant court or tribunal; or

(C) any undertakings provided to the parties to any proceedings or to a relevant court or tribunal,

provided that the Deed Company, the Deed Administrators and/or the Administrators (as applicable) shall take such steps as may be reasonable in the context of the relevant proceeding or the relevant law, regulation, rule, order, award, direction, or undertaking to obtain the consent of any court, tribunal, or party whose consent to such disclosure is required to avoid a breach;

(ii) the provision of such information would:

(A) be materially prejudicial to the interests of the Deed Company, the Deed Administrators and/or the Administrators;

(B) contravene any relevant law or regulation (civil or criminal) which prohibits its disclosure and does not provide for it to be disclosed with consent (as contemplated by paragraph (i) above); or

(C) breach the Deed Administrators' or Administrators' statutory duties,

in each case as certified in writing to Holdco by the Deed Company, the Deed Administrators and/or the Administrators (as applicable); or

(iii) to do so would result in material cost or expense, in which case the Deed Company, the Deed Administrators and/or the Administrators (as applicable) will negotiate with Holdco in good faith with a view to agreeing how such cost or expense should be met.

5.8 **Deed Administrators' indemnity and lien**

In addition to any rights the Deed Administrators may have under the Regulations or at law, from the Commencement Date up to and including the Restructuring Effective Date, the Deed Administrators will be indemnified out of the Property of the Deed Company for:

(a) their remuneration and all Costs, fees and expenses incurred by them and payable in accordance with clause 5.6 (Remuneration and costs), the Regulations, or otherwise at law;

(b) all liabilities incurred and payments made by them, including liabilities falling within clause 5.5 (No Personal Liability); and

(c) all actions, claims, suits, causes of action, arbitrations, debts, costs, demands, verdicts and judgments at law or in equity or arising under any statute that are commenced against, incurred by or made against them and all related costs, charges and expenses,

in connection with this Deed and their role as Administrators, and they have a first and paramount lien over the Property of the Deed Company as security for this indemnity except where such loss, damage, claim, liability or expense is caused by fraud, gross negligence or wilful misconduct (including breach of this Deed).

5.9 **Survival of indemnity and lien**

The indemnity and lien set out in clause 5.8 shall take effect on and from the Commencement Date and shall endure until the Restructuring Effective Date without limitation for the benefit of the Deed Administrators notwithstanding:

(a) the termination of this Deed for any reason whatsoever;

(b) the removal or replacement of the Deed Administrators; or

(c) the invalidity of or any defect whatsoever in the appointment of the Deed Administrators.

5.10 **Nature of indemnity**

(a) The Deed Administrators' right of indemnity conferred by this clause has priority over the Group Creditor Claims or Group Creditors generally.

(b) The Deed Administrators are entitled to exercise their right of indemnity conferred by this clause whether or not they have paid or satisfied Admitted Group Claims.

5.11 **Reporting**

Except as required by the law (including the Regulations) or the Budget and Oversight Protocol, the Deed Administrators are not required to report to Deed Company Creditors or Admitted Group Creditors, however the Deed Administrators may, in their absolute discretion, report to Deed Company Creditors or Admitted Group Creditors

during the Deed Period at such times as the Deed Administrators consider appropriate and on matters which the Deed Administrators consider ought to be brought to the attention of the Deed Company Creditors or Admitted Group Creditors.

5.12 **Deed Administrators' resignation and replacement**

Any Deed Administrator may resign at any time by giving not less than 28 days' prior written notice to the Deed Company unless that resignation would result in there being no remaining Deed Administrator in which event the Deed Administrator must:

(a) convene a meeting of the Deed Company Creditors in accordance with Clause 15 (Meetings of creditors) for the purpose of nominating a replacement deed administrator;

(b) assign to a replacement deed administrator nominated by the Deed Company Creditors the Deed Administrators' rights, title and benefit under this Deed; and

(c) do all things reasonably necessary to effect the assignment referred to in clause (b) above.

6 CLAIMS DETERMINATION PROCESS

6.1 **Treatment of claims**

Deed Company Claims shall be dealt with for all purposes in accordance with Clause 6 (Claims Determination Process) of the LTD DOCA and any related provisions of that DOCA notwithstanding that those claims are against the Deed Company, not LTD.

6.2 **Bar Date**

(a) Subject to Clause 6.2(b), if a Deed Company Creditor:

(i) submits or has submitted a Proof of Debt in respect of a Deed Company Claim following the Bar Date; or

(ii) fails to submit a Proof of Debt in respect of a Deed Company Claim at all,

((i) and (ii) both constituting a "**Barred Claim**"), that Deed Company Creditor will be deemed to have abandoned its Deed Company Claim against the Deed Company and its Deed Company Claim will accordingly be extinguished.

(b) Notwithstanding (a)(i) above, the Deed Administrators may admit any Proof of Debt submitted after the Bar Date in their absolute discretion and the relevant claim will be considered by the Deed Administrators as if it was not a Barred Claim for the purposes of determining rights or entitlements under this Deed.

7 IMPLEMENTATION OF THE RESTRUCTURING

7.1 Execution of IVF Commitment Agreement

The Deed Company Creditors hereby ratify the execution of the IVF Commitment Agreement by the Deed Company and the Deed Administrators, and approve the Deed Company and the Deed Administrators taking such further action as may be necessary, appropriate or advisable to implement the IVF Transaction, including executing the IVF Transaction Documents to which they are a party.

7.~~1~~2 Pre-Completion Reorganisation

As soon as reasonably practicable following the Commencement Date, the Deed Company shall, insofar as is required, (i) take the steps set out in sections 6.10.2 (Preparatory Steps to Implementation of the Pre-Completion Reorganisation) and 6.10.1 (Pre-Completion Reorganisation) of the Revised Administrators' Proposal; and (ii) prior to or upon signing of the LTD Asset Transfer Agreement, take the steps set out in the LTD Asset Transfer Agreement as they relate to the Pre-Completion Reorganisation (insofar as those steps remain capable of satisfaction), in each case, in order to finalise and implement the Pre-Completion Reorganisation prior to the Restructuring Effective Date.

7.~~2~~3 Appointment of LTD as Attorney

The Deed Company Creditors (including any person a Deed Company Creditor has transferred its rights in respect of its Deed Company Claims to) irrevocably authorises, instructs and empowers LTD (acting by way of the LTD Deed Administrators, the LTD Administrators or an authorised signatory of LTD) (the "**Attorney**") to, as agent and attorney of that Deed Company Creditor:

(a) sign, execute and deliver the Restructuring Documents to which that Deed Company Creditor is a party to, for and on behalf of that Deed Company Creditor;

(b) sign, execute and deliver all such deeds, documents, agreements or instruments necessary or desirable to give effect to the terms of the Restructuring;

(c) take any such other action as may be reasonably necessary or desirable, to give effect to the terms of this Deed, the Group DOCAs and the Restructuring Implementation Deed; and

(d) provide instructions on behalf of the Deed Company Creditors to any Administrative Party to (i) execute any Restructuring Document or any other document necessary or desirable to give effect to the terms of the Restructuring, and (ii) to take all steps and actions contemplated by terms of this Deed, the Related DOCAs and the terms of the Restructuring Implementation Deed.

7.~~3~~4 Restructuring Implementation Deed

Following the issuance of the RED Notice, the Deed Administrators, Holdco and Opco (among others) shall, execute, for and on behalf of themselves and the Deed Company Creditors pursuant to the power of attorney set out in Clause 7.3 the Restructuring

Implementation Deed following which the parties thereto shall use their reasonable endeavours to satisfy the Restructuring Conditions as soon as reasonably practicable.

7.~~4~~5 **Restructuring Documents**

(a) LTD shall execute, for and on behalf of itself and the Deed Company Creditors pursuant to the power of attorney set out in Clause 7.2 (Appointment of LTD as Attorney) if applicable, the Restructuring Documents to which it is a party, at the time specified in the Restructuring Implementation Deed.

(b) Where a Restructuring Document has been provided to Deed Company Creditors on the NMC Stakeholder Website on the date of the Revised Administrators' Proposal, it shall be executed by the Deed Company (as well as each other relevant party) substantially in the form provided on the NMC Stakeholder Website (subject to clause 1.2(q) of the LTD DOCA) on such date.

(c) The Deed Company, the Administrators, the Deed Administrators, Holdco, and Opco shall take all steps reasonably necessary to implement the Restructuring as set out in the Restructuring Documents.

7.~~5~~6 **Transfer of Deed Company Shares and entry into IVF Transaction Documents**

Following the satisfaction or waiver of the Restructuring Conditions (including, if relevant, the Section 81 Condition) and pursuant to and in accordance with the Restructuring Implementation Deed ~~and~~(as amended by the IVF Transaction ~~LT~~RID ~~Asset Transfer Agreement,~~Amendments) the Deed Administrators shall~~,~~ transfer the Deed Company Shares to ~~Opco and/ or its nominee(s)~~IVF Holdco by:

(a) delivering to ~~Opco and/or its nominee(s)~~IVF Holdco duly completed share transfer instruments executed on behalf of the Members of the Deed Company by the Deed Administrators ("**Deed Company Share Transfer Instrument**");

(b) immediately following receipt of the executed Deed Company Share Transfer Instrument, ~~Opco and/or its nominee(s)~~IVF Holdco signing the Deed Company Share Transfer Instrument and returning the fully signed and executed Deed Company Share Transfer Instrument to the Deed Administrators;

(c) immediately following the receipt of the Deed Company Share Transfer Instrument in accordance with Clause 7.~~5~~6(b) above, the Deed Administrators entering, or procuring the entry of, the name of ~~Opco and/or its nominee(s)~~IVF Holdco in the share register in respect of all the Deed Company Shares transferred to ~~Opco and/ or its nominee(s)~~IVF Holdco in accordance with this Deed; and

(d) as soon as practicable following entry of the name of ~~Opco and/or its nominee(s)~~IVF Holdco in the share register in respect of all the Deed Company Shares transferred to ~~Opco and/ or its nominee(s)~~IVF Holdco in accordance with this Deed, the Deed Administrators registering, or procuring the registration of, such share transfers with the ADGM~~.~~,

and the Deed Company shall:

(i) enter into the IVF Transaction Documents to which it is a party pursuant to and in accordance with the Restructuring Implementation Deed (as amended by the IVF Transaction RID Amendments); and

(ii) promptly take all other actions which are necessary or reasonably desirable to support, facilitate, implement, consummate or otherwise give effect to the IVF Transaction.

8 ENTITLEMENTS

8.1 Property available to meet Admitted Group Claims

(a) The DOCA Creditor Entitlements are the property available to pay the Admitted Group Claims of Deed Company Creditors and Group Creditors who are Admitted Group Creditors, excluding AFF Waived Claims and Intra-Group Deed Company Claims. No other Property of the Deed Company or each other Group DOCA Company will be available to pay such claims.

(b) Notwithstanding any other provision of this Deed or the Group DOCAs, each Group Creditor's DOCA Creditor Entitlements are to be determined by the LTD

Deed Administrators by reference to the Group Creditor Claims (excluding AFF Waived Claims and Intra-Group Deed Company Claims).

(c) Group Creditors are only entitled to receive the DOCA Creditor Entitlements that are declared by the LTD Deed Administrators and provided for in this Deed, the LTD DOCA, the other Group DOCAs, and the Restructuring Documents, and the right of recourse in respect of each Group Creditor Claim is solely limited to such DOCA Creditor Entitlements.

8.2 **Entitlements**

(a) Deed Company Creditors that are Admitted Group Creditors shall be dealt with for all purposes in accordance with clauses 8 (Entitlements), 9 (Distributions of entitlements), 10 (Assignments or transfers) 11 (Litigation Undertaking) and 12 (Post-Restructuring Litigation Recoveries) of the LTD DOCA and any related provisions of that DOCA notwithstanding that those claims are against the Deed Company, not LTD (including, for the avoidance of doubt and without limitation, clauses 9.7 (Postponement of Holdback Claims) and 9.11 (Expiry of DOCA Creditor Entitlements) of the LTD DOCA).

(b) AFF Financiers shall be dealt with for all purposes in accordance with clauses 8.4 (Calculation of AFF Reorganisation Entitlements) and 9.8 (Distribution of AFF Reorganisation Entitlements) of the LTD DOCA and any related provisions of that DOCA, even if the relevant AFF Rolled Up Election related to a claim against the Deed Company, not LTD.

9 ASSIGNMENT OF ASSIGNED CLAIMS

(a) In accordance with and at the time specified in the Restructuring Implementation Deed, the Deed Company absolutely and unconditionally

assigns to LTD and/or the LTD Administrators all their rights, title, interest, and benefit in and to the Assigned Claims.

(b) In exchange for the assignment in Clause 9(a) above, Deed Company Creditors shall be entitled to receive Post-Restructuring Litigation Recoveries pursuant to clauses 11 (Litigation Undertaking) and 12 (Post-Restructuring Litigation Recoveries) of the LTD DOCA (including the Litigation Undertaking).

10 DEMAND AND CLAIM ASSIGNMENT

10.1 Deed Company Creditor guarantee demand

(a) At the time specified in the Restructuring Implementation Deed and subject to Clauses 10.1(b) and 10.2(c), each Demand Creditor shall be deemed to:

(i) declare that its Deed Company Claims are immediately due and payable; and

(ii) demand that the Deed Company immediately pays its immediately due and payable Deed Company Claims.

(b) Each Demand Creditor agrees that the aggregate amount of Deed Company Claims demanded by Demand Creditors pursuant to Clause 10.1(a) (the "**Demand Amount**") shall be an amount equivalent to the Deed Company's Holdco EPM Value, taking into account any pre-existing immediately due and payable debts against the Deed Company. If and to extent that any pre-existing demands cause the Demand Amount to exceed the Deed Company's Holdco EPM Value, such demands are hereby rescinded.

(c) For the avoidance of doubt, the following Deed Company Claims:

(i) Secured Claims;

(ii) Excluded Claims; and

(iii) Intra-Group Deed Company Claims,

will not be the subject of a demand pursuant to Clause 10.1(a), an assignment pursuant to Clause 10.2(a) (Assignment of Deed Company Claims) or a release pursuant to Clause 13.1 (Release and discharge of claims against the Deed Company).

(d) By executing this Deed, the Deed Company is notified of the demands in this Clause 10.1 at the time specified in the Restructuring Implementation Deed.

10.2 **Assignment of Deed Company Claims**

(a) At the time specified in the Restructuring Implementation Deed, each Demand Creditor irrevocably and unconditionally assigns all of its rights, title and interests in their Deed Company Claim(s) to Holdco in exchange for the rights and interests granted to it pursuant to clauses 8 (Entitlements) and 9 (Distribution of entitlements) of the LTD DOCA.

(b) The Deed Company hereby consents to the assignment referred to in Clause 10.2(a).

10.3 **Assignment of Counterindemnity Claims**

At the time specified in the Restructuring Implementation Deed:

(a) the Deed Company irrevocably and unconditionally assigns to Holdco all of its rights, title and interest in any counterindemnity or contribution claim against any other Group DOCA Company following the application of Clause 10.2 (a "**Counterindemnity Claim**").

(b) Holdco agrees that the Counterindemnity Claims (if any) assigned to it pursuant to Clause 10.3(a) shall be subordinated to all other provable debts owed by any Group DOCA Company against which the Counterindemnity Claim exists and that it shall only be entitled to make demand or prove for any Counterindemnity Claim against any Group DOCA Company, or to receive any payment in respect thereof, if all such other provable debts owing by such Group DOCA Company have been discharged in full.

11 RELEASE AND DISCHARGE OF INTRA-GROUP CLAIMS

In accordance with and at the time specified in the Restructuring Implementation Deed, each Deed Company Creditor that has an Intra-Group Deed Company Claim will fully and irrevocably release and discharge the Deed Company from any and all liability in connection with its Intra-Group Deed Company Claim.

12 RELEASE AND DISCHARGE OF NON-TRANSFERRING SUBSIDIARIES

In accordance with and at the time specified in the Restructuring Implementation Deed, the Deed Company will fully and irrevocably release and discharge each Intra Group Creditor that is a Non-Transferring Subsidiary from any and all debts or liabilities payable by, and all claims against the Non-Transferring Subsidiary (present or future, certain or contingent, ascertained or sounding only in damages).

13 RELEASE AND DISCHARGE OF DEED COMPANY CLAIMS

13.1 **Release and discharge of claims against the Deed Company**

At the time specified in the Restructuring Implementation Deed:

(a) the Deed Company Claims assigned to Holdco pursuant to Clause 10.2 (Assignment of Deed Company Claims) above (including, for the avoidance of doubt, claims assigned by Holdback Creditors) will be released and extinguished;

(b) the Deed Company Claims of Barred Creditors will be released and extinguished; and

(c) all residual Deed Company Claims of any Deed Company Creditor against the Deed Company (if any) will be released and extinguished.

13.2 **No claims in respect of Distributions**

The Deed Company will have no right or claim against any other Group DOCA Company in respect of or as a result of the distribution by LTD of DOCA Creditor Entitlements or the assumption or performance of any of its obligations under this Deed and the Deed Company releases and discharges each other Group DOCA Company from any such obligation or liability.

13.3 **Agreement not to claim**

Each Deed Company Creditor that is bound by this Clause 13 will not, without the consent of the Deed Administrators:

(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 by the Deed Company prior to the Appointment Date),

in connection with or with respect to their Deed Company Claims or any other associated claim howsoever arising in any jurisdiction or forum other than any process expressly permitted in accordance with clause 6 (Claims Determination Process) of the LTD DOCA.

13.4 **Waiver**

(a) In accordance with and at the time specified in the Restructuring Implementation Deed and subject to the provisions of Clause 13.1 above, each Deed Company Creditor shall acknowledge that it may discover facts in addition or different to those which it presently knows or believes to be true with respect to the subject matter of this Deed, but it is its intention to fully and finally forever settle and release any and all matters, disputes and differences, whether known or unknown, suspected or unsuspected, which presently exist, may later exist or previously have existed between it, the Deed Company and/or the Released Parties in respect of the claims released in accordance with this Clause 13, and that in furtherance of this intention, the waivers, releases and discharges given in this Deed and the Restructuring Implementation Deed shall be and shall remain in effect as full and complete general waivers, releases and discharges notwithstanding the discovery or existence of any such additional or different facts.

(b) The distribution of DOCA Creditor Entitlements shall be treated by the Deed Company Creditors as settlement of all and any claims and Liabilities against the Deed Company waived or released under this Deed and/or the Restructuring Implementation Deed to the extent outlined in Clause 13.1 above.

14 RELEASE AND DISCHARGE OF OTHER CLAIMS

14.1 **Claims against Released Parties**

(a) The Deed Company and each Deed Company Creditor (including, for the avoidance of doubt, creditors with Barred Claims) shall, to the extent permissible by the Regulations and in accordance with and at the time specified in the Restructuring Implementation Deed, 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 this Deed and the carrying out of the steps and transactions related thereto).

(b) For the avoidance of doubt, nothing in this Clause 14.1 shall release, waive or discharge a Released Party from any obligation it may have under this Deed, a Group DOCA or the Restructuring Implementation Deed or any other 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.

(c) The release referred to in (a) above shall not apply to any claim which a Deed Company Creditor may be entitled to bring against any Released Party or any Liability of a Party, in each case:

(i) for fraud, wilful misconduct or gross negligence; or

(ii) 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.

(d) To give effect to this Clause 14.1 the Deed Administrators shall execute the Deed of Release on behalf of themselves and the Deed Company Creditors at the time specified in the Restructuring Implementation Deed.

14.2 **Other**

(a) A Released Party shall be entitled to enforce and enjoy the benefit of and rely upon this Clause 14 whether or not it is a Party to this Deed. The Parties to this Deed shall not be entitled to rescind or vary any term of this Clause 14 in a manner prejudicial to a Released Party without the consent of the relevant Released Party.

(b) The Deed Company and each of the Deed Administrators agree and acknowledge that the directors of Opco and Holdco appointed by Walkers

Fiduciary Limited and Walkers Professional Services (Middle East) Limited and/or any of its Related Parties are so appointed solely for the purpose of implementing the Restructuring until they are replaced on the Restructuring Effective Date at the time specified in the Restructuring Implementation Deed.

15 MEETINGS OF CREDITORS

15.1 When meeting convened

The Deed Administrators:

(a) may convene a meeting of Deed Company Creditors to propose a resolution seeking approval of a revised proposal for the Deed Company or the termination of this Deed; or

(b) must call a meeting of Deed Company Creditors seeking approval of a revised proposal for the Deed Company or the termination of this Deed,

if, at any time after the Commencement Date, the Deed Administrators form the view, acting reasonably, that:

(i) it is impossible to carry into effect the transactions contemplated by this Deed, the Group DOCAs or the Restructuring Documents; or

(ii) Group DOCAs greater than or equal to 15 per cent. of the Allocated EPM Value attributable to the Group DOCA Companies are terminated.

15.2 **How a meeting is convened**

A meeting convened under this clause will be convened in the manner prescribed by Part 3 (Summoning of Meetings (General) of Schedule 6 (Meeting and Correspondence)) of the Regulations.

15.3 **Meeting procedures**

Except to the extent that the Regulations may be inconsistent with the provisions of this Deed, the provisions of Part 6 (Constitution of Meetings) to Part 8 (Creditor voting rights and majorities) of the Regulations shall apply to meetings of Creditors convened under this Deed.

16 TERMINATION OF THE DEED

16.1 **Termination upon Restructuring Effective Date**

The Deed will terminate at the Restructuring Effective Time.

16.2 **Automatic Termination of Deed**

This Deed, including any provisions in the LTD DOCA incorporated by reference herein, automatically terminate in respect of the Deed Company upon the happening of any one of the following events:

(a) the Court makes an order terminating this Deed under section 88 of the Regulations;

(b) the Deed Company Creditors pass a resolution terminating this Deed in accordance with section 87 of the Regulations;

(c) the LTD DOCA is terminated in accordance with its terms; and

(d) following consultation with the Ad Hoc Committee, the Deed Administrators issue a notice to the Group Creditors and the AFF Financiers that one or more Restructuring Conditions cannot be satisfied or waived.

16.3 **Notice of termination of Deed**

Upon the End Date the Deed Administrators must:

(a) within four (4) Business Days, notify the Admitted Group Creditors of the termination of this Deed by notice distributed on the NMC Stakeholder Website; and

(b) within twenty-eight (28) days, lodge with the ADGM Registration Bureau a notice of termination of the Deed in accordance with section 91 of the Regulations.

16.4 **Effect of Termination**

In accordance with section 93 of the Regulations, the termination or avoidance, in whole or in part, of this Deed does not affect the previous operation of this Deed.

16.5 **Consequences of Automatic Termination of the Deed**

Upon termination of the Deed under clause 16.2 (Automatic Termination of Deed) the Deed Company will remain in Administration in accordance with the Regulations.

16.6 **Survival of clauses**

(a) Subject to any orders of the Court, the termination or avoidance (in whole or in part) of this Deed does not affect its previous operation, or the accrued rights, duties and obligations of the Deed Company or the Deed Administrators.

(b) Despite any other provision of this Deed:

(i) Clauses 5.2 (Interaction with Administration), 5.5 (No Personal Liability), 5.6 (Remuneration and costs), 6.2 (Bar Date), and 17.8 (Governing Law and jurisdiction) of this Deed; and

(ii) clauses 6.7 (Adjudication), 6.8 (Adjudication Claims that may be determined by the Court), 6.9 (Arbitration Claims), 6.10 (Security Interests),6.13 (Abandoned Claims), 11 (Litigation Undertaking), and 12 (Post-Restructuring Litigation Recoveries) of the LTD DOCA,

shall take effect on and from the Commencement Date and shall endure without limitation as to time notwithstanding:

(i) the termination of this Deed for any reason whatsoever;

(ii) the removal or replacement of the Deed Administrators; or

(iii) the invalidity of or any defect whatsoever in the appointment of the Deed Administrators.

17 GENERAL

17.1 Notices

(a) Any communication to be made under or in connection with this Deed shall be made in writing in English and may be made by letter or electronic mail or, in the case of the Administrators and/ or Deed Administrators, by posting on the NMC Stakeholder Website and/or the NMC Creditor Portal.

(b) The contact details of the Parties for all communications under or in connection with this Deed are as identified below, or any substitute contact details as a Party may notify the other Parties by not less than four (4) Business Days' notice:

Deed Company

Address: 16th Floor WeWork Hub71 Al Khatem Tower ADGM Square
PO Box 764659, Al Maryah Island, UAE
Attention: Richard Dixon Fleming and Benjamin Thom Cairns
Email: rfleming@alvarezandmarsal.com
bcairns@alvarezandmarsal.com
Ins_nmcadgm@alvarezandmarsal.com

Deed Administrators, Administrators and LTD Deed Administrators

Address: ~~16~~ Regus, 34th & 35th Floor ~~WeWork Hub71~~, Al ~~Khatem Tower~~Maqam Tower, ADGM Square, Al Maryah Island, PO Box 35665, Abu Dhabi, United Arab Emirates
~~PO Box 764659, Al Maryah Island, UAE~~
Attention: Richard Dixon Fleming and Benjamin Thom Cairns
Email:
rfleming@alvarezandmarsal.com

bcairns@alvarezandmarsal.com
Ins_nmcadgm@alvarezandmarsal.com

Holdco and Opco

Address: Walkers Professional Services (Middle East) Limited
2462ResCoWork01, 24th Floor; Al Sila Tower; Abu Dhabi
Global Market Square; Abu Dhabi; United Arab Emirates Attention: The Directors

Email: fiduciary@walkersglobal.com / Aaron Bennett (Aaron.Bennett@walkersglobal.com)

(c) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

(i) if by letter:

(A) delivered in person, when it has been left at the relevant address;

(B) sent by post, four (4) Business Days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address; or

(C) sent by international priority courier delivery, three days after delivery to such courier,

and, if a particular department or individual is specified as part of its address details provided above, if addressed to that department or individual;

(ii) if by e-mail, when received in legible form; and

(iii) if by posting to the NMC Stakeholder Website or the NMC Creditor Portal, when uploaded to the NMC Stakeholder Website or the NMC Creditor Portal.

(d) Any notice, approval, consent or other communication under or in connection with this Deed:

(i) made by the Ad Hoc Committee Advisers or the AFF Financiers Advisers will be deemed to be validly received as if it had been made by the Ad Hoc Committee or the AFF Financiers, as applicable;

(ii) to be made to the Ad Hoc Committee will be deemed to have been validly received by the Ad Hoc Committee if it is delivered to and actually received by the Ad Hoc Committee Advisers in writing by letter and by email to:

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ
United Kingdom
Attention: Iain White and Nichola Reader
Email: ProjectNeptuneCConly@CliffordChance.com;
Iain.White@CliffordChance.com;
Nichola.Reader@CliffordChance.com;
Tim.Lees@CliffordChance.com;
SarahJane.OLeary@CliffordChance.com; and
Michael.Panayi@CliffordChance.com; and

(e) to be made to the AFF Financiers will be deemed to have been validly received by the AFF Financiers if it is delivered to and actually received by the Consenting AFF Financiers' Advisers in writing by letter or by email to:

Milbank LLP
10 Gresham Street
London
EC2V 7JD
United Kingdom
Attention: Yushan Ng and Karen McMaster
Email: #NMCLN@milbank.com

17.2 **Execution of all necessary documents**

Each Deed Company Creditor must, if required by the Deed Company or the Deed Administrators, execute any document that the Deed Company or a Deed Administrator may require from time to time to give effect to the releases referred to in this Deed.

17.3 **Deed Company Power of Attorney**

The Deed Company hereby irrevocably appoints each of the Deed Administrators jointly and severally as its attorney to exercise or refrain from exercising (in the Deed Administrators' absolute discretion) any and all of the Deed Company's rights or powers in relation to or in connection with its right, title and interest in the Assets and the Deed Company will make, do and provide all things and documents reasonably necessary to give proper effect to this clause.

17.4 **Variation**

The provisions of this Deed may be varied by resolution passed at a meeting of Deed Company Creditors convened pursuant to section 90 (Meeting of creditors to consider variation or termination) of the Regulations, but only if the variation is not materially different from the proposed variation set out in the notice of the relevant meeting.

17.5 **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, 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.

17.6 **Further assurances**

Each Party and 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 and the transactions and assignments contemplated by it.

17.7 **Defence to claims**

This Deed may be pleaded and tendered by:

(a) the Deed Company against any person having or asserting a Deed Company
Claim released, discharged and extinguished by this Deed; and/or

(b) the recipient of any release or covenant contained in this Deed as an absolute bar and defence to any legal proceeding brought or made at any time in respect of any claim which has been released or discharged pursuant to this Deed.

17.8 **Governing Law and jurisdiction**

(a) This ~~Agreement~~Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of ADGM.

(b) The courts of the ADGM have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed and/or the Restructuring (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

(c) The parties, the Deed Company Creditors, the Group Creditors agree that the courts of ADGM are the most appropriate and convenient courts to settle Disputes and accordingly no Party bound by this Deed will argue to the contrary.

17.9 **Waiver**

No Party to this Deed may rely on the words or conduct of any other Party as a waiver of any right unless the waiver is in writing and signed by the Party granting the waiver.

The meanings of the terms used in this Clause 17.9 are set out below.

"**conduct**" includes delay in the exercise of a right;

"**right**" any right arising under or in connection with this Deed and includes the right to rely on this clause.

"**waiver**" includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

17.10 **Counterparts**

(a) This Deed may be executed in any number of counterparts.

(b) All counterparts, taken together, constitute one instrument.

(c) A Party may execute this Deed by signing any counterpart.

Schedule 1
Related DOCA Companies

No.	Company	Registration No.
1.	Bait Al Shifaa Pharmacy Ltd (in administration) (subject to deed of company arrangement)	000004236
2.	Eve Fertility Center Ltd (in administration) (subject to deed of company arrangement)	000004206
3.	Fakih IVF Fertility Center Ltd (in administration) (subject to deed of company arrangement)	000004224
4.	Grand Hamad Pharmacy Ltd (in administration) (subject to deed of company arrangement)	000004238
5.	Hamad Pharmacy Ltd (in administration) (subject to deed of company arrangement)	000004209
6.	N M C Provita International Medical Center Ltd (in administration) (subject to deed of company arrangement)	000004240
7.	NMC Royal Hospital Ltd (in administration) (subject to deed of company arrangement)	000004225
8.	NMC Royal Hospital Ltd (in administration) (subject to deed of company arrangement)	000004237
9.	NMC Royal Hospital Ltd (in administration) (subject to deed of company arrangement)	000004245
10.	NMC Royal Medical Centre Ltd (in administration) (subject to deed of company arrangement)	000004197
11.	N M C Specialty Hospital Ltd (in administration) (subject to deed of company arrangement)	000004217
12.	NMC Specialty Hospital Ltd (in administration) (subject to deed of company arrangement)	000004241
13.	New Medical Centre Ltd (in administration) (subject to deed of company arrangement)	000004214
14.	New Medical Centre Ltd (in administration) (subject to deed of company arrangement)	000004216

~~15.~~	~~New Medical Centre Pharmacy Ltd (in administration)~~	~~000004253~~
~~16.~~	~~New Medical Centre Pharmacy Ltd (in administration)~~	~~000004255~~
~~17.~~	~~New Medical Centre Specialty Hospital Ltd (in administration)~~	~~000004228~~
~~18.~~	~~New Medical Centre Trading Ltd (in administration)~~	~~000004218~~
~~19.~~	~~NMC Trading Ltd (in administration)~~	~~000004233~~

No.	Company	Registration No.
15.	New Medical Centre Pharmacy Ltd (in administration) (subject to deed of company arrangement)	000004253
16.	New Medical Centre Pharmacy Ltd (in administration) (subject to deed of company arrangement)	000004255
17.	New Medical Centre Specialty Hospital Ltd (in administration) (subject to deed of company arrangement)	000004228
18.	New Medical Centre Trading Ltd (in administration) (subject to deed of company arrangement)	000004218
19.	NMC Trading Ltd (in administration) (subject to deed of company arrangement)	000004233
20.	New Pharmacy Company Ltd (in administration) (subject to deed of company arrangement)	000004230
21.	New Sunny Medical Centre Ltd (in administration) (subject to deed of company arrangement)	000004202
22.	NMC Royal Family Medical Centre Ltd (in administration) (subject to deed of company arrangement)	000004243
23.	NMC Royal Womens Hospital Ltd (in administration) (subject to deed of company arrangement)	000004235
24.	Reliance Information Technology Ltd (in administration) (subject to deed of company arrangement)	000004234
25.	Sharjah Pharmacy Ltd (in administration) (subject to deed of company arrangement)	000004239
26.	Sunny Al Buhairah Medical Centre Ltd (in administration) (subject to deed of company arrangement)	000004199
27.	Sunny Al Nahda Medical Centre Ltd (in administration) (subject to deed of company arrangement)	000004232
28.	Sunny Dental Centre Ltd (in administration) (subject to deed of company arrangement)	000004198
~~29.~~	~~Sunny Halwan Speciality Medical Centre Ltd (in administration)~~	~~000004204~~

~~30.~~	~~Sunny Maysloon Speciality Medical Centre Ltd (in administration)~~	~~000004205~~
~~31.~~	~~Sunny Medical Centre Ltd (in administration)~~	~~000004231~~
~~32.~~	~~Sunny Sharqan Medical Centre Ltd (in administration)~~	~~000004203~~
~~33.~~	~~Sunny Specialty Medical Centre Ltd (in administration)~~	~~000004200~~

No.	Company	Registration No.
29.	Sunny Halwan Speciality Medical Centre Ltd (in administration) (subject to deed of company arrangement)	000004204
30.	Sunny Maysloon Speciality Medical Centre Ltd (in administration) (subject to deed of company arrangement)	000004205
31.	Sunny Medical Centre Ltd (in administration) (subject to deed of company arrangement)	000004231
32.	Sunny Sharqan Medical Centre Ltd (in administration) (subject to deed of company arrangement)	000004203
33.	Sunny Specialty Medical Centre Ltd (in administration) (subject to deed of company arrangement)	000004200

Schedule 2
Additional powers

The Deed Administrators have the following powers:

(a) to undertake the transfers contemplated by the Restructuring Implementation Deed and the Restructuring Documents;

(b) to remove from office a Director;

(c) to appoint a person as a director of the Deed Company, whether to fill a casual vacancy or not;

(d) to enter upon or take possession of the property of the Deed Company;

(e) to lease or let on hire property of the Deed Company;

(f) to insure property of the Deed Company;

(g) to insure the Deed Administrators for actions taken during the Deed Period;

(h) to repair or renew property of the Deed Company;

(i) to call in, collect or convert into money the property of the Deed Company;

(j) to administer the assets available for the payment of Deed Company Claims in accordance with the provisions of this Deed;

(k) to borrow and grant security;

(l) to bring, prosecute and defend in the name and on behalf of the Deed Company, or in the name of the Deed Administrators any actions, suits or proceedings, including;

(i) to refer to arbitration any question affecting the Deed Company; and

(ii) to resolve any dispute of any nature commercially;

(m) to make payments to any Secured Creditor of the Deed Company and any person who is a Third Party Owner;

(n) to convene and hold meetings of the Members or Deed Company Creditors for any purposes the Deed Administrators think fit;

(o) for the purpose of giving effect to the sale and recapitalisation of the Deed Company, novate, release, repudiate, terminate or disclaim in writing all contracts entered into by the Deed Company;

(p) to appoint agents to do any business or to attend to any matter or affairs of the Deed Company that the Deed Administrators are unable to do, or that it is

unreasonable to expect the Deed Administrators to do, in person;

(q) to engage or discharge employees on behalf of the Deed Company;

(r) to appoint a solicitor, accountant or other professionally qualified person to assist the Deed Administrators;

(s) to permit any person authorised by the Deed Administrators to operate any account in the name of the Deed Company;

(t) to do all acts and execute in the name and on behalf of the Deed Company all deeds, receipts and other documents, using the Deed Company's common or official seal when necessary;

(u) to prove in the bankruptcy of any contributory or debtor of the Deed Company or under any deed executed under the relevant regulations;

(v) subject to the Regulations, to prove in the winding up of any contributory or debtor of the Deed Company or under any scheme of arrangement entered into, or deed of company arrangement executed, under the Regulations;

(w) to draw, accept, make or endorse any bill of exchange or promissory note in the name and on behalf of the Deed Company;

(x) to take out letters of administration of the estate of a deceased contributory or debtor, and do any other act necessary for obtaining payment of any money due from a contributory or debtor, or the estate of a contributory or debtor, that cannot be conveniently done in the name of the Deed Company;

(y) to defend any application for the winding up of the Deed Company;

(z) to control the Deed Company's business, property and affairs;

(aa) to carry on the business of the Deed Company on such terms and conditions and for such purposes and times and in such manner as the Deed Administrators think fit subject only to the limitations imposed by this Deed;

(bb) to perform any function and exercise any power that the Deed Company or any of their Officers could perform or exercise if the Deed Company were not subject to this Deed;

(cc) to compromise any Deed Company Claims brought by or against the Deed Company on such terms as the Deed Administrators think fit and to take security for the discharge of any debt forming part of the property of the Deed Company;

(dd) to do anything that is incidental to exercising a power set out in this Schedule; and

(ee) to do anything else that is necessary or convenient for the purpose of administering this Deed.

Summary report: **Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 18/10/2021 15:26:56**	
Style name: Color (Kirkland Default)	
Intelligent Table Comparison: Active	
Original filename: Fakih IVF Ltd - Related DOCA (Executed).PDF	
Modified filename: Fakih IVF Amended DOCA.pdf	
Changes:	
Add	194
~~Delete~~	117
~~Move From~~	3
Move To	3
Table Insert	6
~~Table Delete~~	10
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	333