Accession Letter

To: NMC Healthcare LTD (in administration)
(by email to INS\_NMCADGM@alvarezandmarsal.com)

and

Kirkland & Ellis International LLP

(by email to nmccore@kirkland.com)

From: [*Consenting Creditor*]

Date:

**NMC Healthcare LTD (in administration) – Voting Support Agreement
dated 16 April 2021 (the “Agreement”)**

* + 1. We refer to the Agreement. This is an Accession Letter. Terms defined in the Agreement have the same meaning in this Accession Letter.
		2. We agree, for the benefit of each Party, to be bound by the terms of the Agreement as a [Consenting Unsecured Creditor]/[Consenting AFF Financier].
		3. We make the representations and warranties set out in Clause 9.1 (*Representations and warranties of each Consenting Creditor*) of the Agreement to each other Party on the date of this Accession Letter.
		4. Following [our accession to the Agreement in accordance with Clause 3 (*Accessions to the Agreement*) of the Agreement]/[the Transfer (as defined in Clause 6.1 (*Transfer Restrictions*) of the Agreement),] the aggregate amount of our [Locked-Up Unsecured Debt]/[AFF Debt] [will be] / [is] as follows, and the relevant details in relation to any [Locked-up Unsecured Debt]/[AFF Debt] held by us are as follows:
			1. *For all Debt held other than Debt in certificated form:*

|  |  |
| --- | --- |
| Amount of outstanding Unsecured Debt other than Unsecured Debt in certificated form | \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Amount of outstanding AFF Debt | \_\_\_\_\_\_\_\_\_\_\_\_\_ |

* + - 1. *For Debt held in certificated form:*

|  |  |
| --- | --- |
| Clearing system through which the Notes are held  | \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Clearing system account holder name | \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Clearing system account holder number | \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Amount of Unsecured Debt held in the form of Notes as at the date of this Accession Letter |  \_\_\_\_\_\_\_\_\_\_\_\_\_ |

* + 1. Our contact details are as follows:

|  |  |
| --- | --- |
| Address: | [⦁] |
| Attention: | [⦁] |
| Email: | [⦁] |
| Domicile: | [⦁][[1]](#footnote-2) |

* + 1. This Accession Letter is entered into as a deed by us in favour of each of the Parties to the Agreement, and is delivered on the date stated above.
		2. This Accession Letter and any non-contractual obligations arising out of or in connection with it are governed by the laws of the Abu Dhabi Global Market.

Signed as a deed by [*Consenting Creditor*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Acting by:
(authorised signatory)

In the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name:
Address:
Occupation:

1. Please enter place of statutory seat, place of incorporation or (where there is no such place) the place under the law of which the Consenting Creditor’s formation took place. If this is within the United Arab Emirates, please state the specific Emirate, or the Dubai International Financial Centre or Abu Dhabi Global Market, if applicable. [↑](#footnote-ref-2)