

DATED 25 March 2022

ABU DHABI COMMERCIAL BANK PJSC
AS INVESTMENT AGENT

AND

NMC HOLDCO SPV LTD
AS THE COMPANY

SUPPLEMENTAL SALE AND PURCHASE
AGREEMENT

THIS SUPPLEMENTAL SALE AND PURCHASE AGREEMENT is dated 25 March 2022

BETWEEN:

- (1) **NMC HOLDCO SPV LTD** as seller (the "**Company**"); and
- (2) **ABU DHABI COMMERCIAL BANK PJSC** as purchaser (the "**Investment Agent**").

RECITALS:

- (A) The Company and the Investment Agent entered into a master sale and purchase agreement dated on or about the date of this Agreement (the "**Master Sale and Purchase Agreement**") to govern the terms of the purchase of (amongst other things) the Initial Portfolio (as defined below).
- (B) The Investment Agent has been appointed pursuant to the Investment Agency Agreement to act as agent of the Participants.

IT IS AGREED:

1. DEFINITIONS

Unless defined in this Agreement or the context otherwise requires, terms defined and the construction given to them in the Master Sale and Purchase Agreement, the Common Terms Agreement and the Investment Agency Agreement have the same meaning and construction when used in this Agreement and in addition:

"Common Terms Agreement" means the common terms agreement dated on or about the date of this Agreement between, amongst others, the Investment Agent and the Company.

"Initial Portfolio" means a portfolio comprised of 211,931,300.64 Relevant Assets (reference number to Share Certificate 4) of USD0.000001c each in NMC Opco owned by the Company, representing approximately 13.24571 per cent. of the issued share capital of NMC Opco.

"Investment Agency Agreement" means the investment agency agreement dated on or about the date of this Agreement between, amongst others, the Investment Agent, the Original Participants named therein and the Company.

"Purchase Price" means USD298,028,320.

2. SALE AND PURCHASE OF INITIAL PORTFOLIO

- 2.1 This is a Supplemental Sale and Purchase Agreement as that term is used in the Master Sale and Purchase Agreement. The Master Sale and Purchase Agreement and this Supplemental Sale and Purchase Agreement shall be read and construed as one document.

2.2 Subject to the terms and conditions of the Islamic Financing Transaction Documents, the sale and purchase of the Initial Portfolio takes effect on the date of this Agreement as follows:

- (a) the Company sells, and the Investment Agent purchases the Initial Portfolio, and all ownership rights and benefit pertaining thereto (including the revenue, voting rights and risks), on the date hereof in consideration for the Purchase Price;
- (b) the Purchase Price will be settled in exchange for the consideration set out in the Restructuring Implementation Deed;
- (c) the Investment Agent will, from the date of this Agreement, hold the Initial Portfolio on behalf of the Participants, each of which shall have all ownership rights and benefit equal to its *Pro Rata* Share in the Initial Portfolio; and
- (d) the Company shall remain listed as the registered shareholder of the Initial Portfolio in the share register of NMC Opco and will hold (in accordance with the terms of the Declaration of Trust) the Initial Portfolio on behalf of the Investment Agent (as agent of the Participants).

3. REPRESENTATIONS AND WARRANTIES

The Company represents and warrants to the Investment Agent on the date of this Agreement that:

- (a) immediately prior to the sale of the Initial Portfolio to the Investment Agent pursuant to clause 2 (*Sale and Purchase of Relevant Assets*) of the Master Sale and Purchase Agreement, it is the sole owner of the Initial Portfolio;
- (b) the Initial Portfolio is free and clear of any Security;
- (c) it has not sold, or agreed to sell or otherwise disposed of or agreed to dispose of, the benefit of all or any of its ownership rights and benefit in and to the Initial Portfolio, the dividends or other distributions arising therefrom or any part thereof;
- (d) all of the Initial Portfolio is validly issued, fully paid and is not subject to any options to purchase, pre-emption rights or similar rights or other restrictions upon disposal which would operate to restrict in any way the sale of the Initial Portfolio to the Investment Agent pursuant to clause 2 (*Sale and Purchase of Relevant Assets*) of the Master Sale and Purchase Agreement; and
- (e) it has paid, and will pay pursuant to the sale of the Initial Portfolio hereunder, any and all Taxes, duties, charges, fees and any other liabilities (if any) due or payable on or on the issue of the Initial Portfolio and the sale of the Initial Portfolio pursuant to this Agreement.

4. OTHER PROVISIONS

Clauses 30 (*Notices*), 32 (*Partial Invalidity*), 34 (*Amendments, Waivers and Consents*), 36 (*Counterparts*) and 40 (*Enforcement*) of the Common Terms Agreement shall apply *mutatis mutandis* to this Agreement and as if set out in full herein.

5. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by ADGM law (including all regulations of the ADGM).

6. WAIVER OF INTEREST

The Parties acknowledge and agree that the principle of the payment of interest is repugnant to the principles of Shari'a and accordingly, to the extent that any legal system would impose (whether by contract, statute or court order) any obligation to pay interest, the Parties hereby irrevocably and unconditionally, expressly waive and reject any entitlement to recover interest from each other.

THIS AGREEMENT is entered into by the Parties on the date stated at the beginning of this Agreement.

Execution Page of Sale and Purchase Agreement

Company

Signed by Michael Davis as attorney for
NMC HOLDCO SPV LTD, a company
incorporated in the ADGM



Investment Agent

Signed by
**ABU DHABI COMMERCIAL BANK
PJSC**, acting in its capacity as Investment
Agent, acting by

Name:

Title:

Date:

Execution Page of Sale and Purchase Agreement

Company

Signed by Michael Davis as attorney for
NMC HOLDCO SPV LTD, a company
incorporated in the ADGM

Investment Agent

Signed by
**ABU DHABI COMMERCIAL BANK
PJSC**, acting in its capacity as Investment
Agent, acting

Name:

Title:

Date: 25 March

