

From: **First Abu Dhabi Bank P.J.S.C.**

FAB Building,
Khalifa Business Park
Al Qurm District
PO Box 6316
Abu Dhabi, United Arab Emirates
(the "**Co-Investor**")

To: The persons whose names and addresses are set out in Appendix 1 to this letter
(each, a "**Lead Investor**" and together, the "**Lead Investors**")

9 June 2023

Project Neptune – Equity Commitment Letter

We are writing in relation to:

- (i) the equity commitment letter entered into on or around the date hereof between the Lead Investors and the Offeror in relation to the Offer (the "**Primary ECL**"); and
- (ii) the bid conduct agreement entered into on or around the date hereof between, amongst others, the respective affiliates of the parties to this letter in relation to the Offer (the "**Bid Conduct Agreement**").

Unless otherwise defined in this letter, capitalised terms used but not defined in this letter shall have the meanings given to them in the Primary ECL.

This letter is being entered into by the parties in consideration of the undertakings given by each of the Lead Investors pursuant to the Primary ECL and each party agrees that this letter will create rights and obligations between the parties to this letter.

1 EQUITY COMMITMENT

- 1.1** The Co-Investor hereby irrevocably undertakes to each of the Lead Investors to procure that on the date specified by or on behalf of the Lead Investors in a written notice to the Co-Investor, which date shall in any event be no later than the date falling at least one business day prior to the Lead Investor Funding Date (the "**Co-Investor Funding Date**"), it will pay to the Offeror (at the Lead Investors' direction), directly or indirectly, in funds which are immediately available to the Offeror for partial settlement of the Lead Investors' payment obligations pursuant to the Primary ECL on the Offer Funding Date, an amount equal to £576,280,197 (or such lesser amount as may be notified to the Co-Investor in accordance with Clause 7.1.3 of the Bid Conduct Agreement) (the "**Co-Investor Equity Commitment Amount**"). The Lead Investors shall give the Co-Investor seven business days' prior written notice of the Co-Investor Funding Date.
- 1.2** Each Lead Investor hereby severally confirms and irrevocably and unconditionally undertakes that it shall procure that the Offeror shall use the Co-Investor Equity Commitment Amount in partial satisfaction of the Closing Payment Obligation pursuant to the Offer and will not use the Co-Investor Equity Commitment Amount for any other purpose, until the Offeror's Closing Payment Obligation has been discharged in full in accordance with the

terms of the Offer. The Co-Investor undertakes that it will not withdraw, nor seek to withdraw, the Co-Investor Equity Commitment Amount.

1.3 The obligation of the Co-Investor under this letter to cause the Offeror to receive the Co-Investor Equity Commitment Amount in partial settlement of the Lead Investor's payment obligation pursuant to the Primary ECL is subject only to:

1.3.1 the Co-Investor not becoming a Withdrawing Party (as such term is defined in the Bid Conduct Agreement) pursuant to the Bid Conduct Agreement; and

1.3.2 either:

(i) the Scheme becoming effective in accordance with its terms on the Effective Date (if implemented as a Scheme); or

(ii) the Offer becoming or being declared to be wholly unconditional (if implemented as a Takeover Offer).

2 TERMINATION

Notwithstanding any other provision of this letter, this letter and the Co-Investor's obligations hereunder (including the Co-Investor's obligation to pay the Co-Investor Equity Commitment Amount) shall automatically terminate and be of no further force or effect:

2.1.1 upon the expiry of the Lead Investors' obligations pursuant to the Primary ECL; or

2.1.2 in the event that the Co-Investor becomes a Withdrawing Party (as such term is defined in the Bid Conduct Agreement).

3 WAIVER, SET OFF AND SUBORDINATION

3.1 The failure to exercise or delay in exercising a right or remedy provided by this letter or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this letter or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

3.2 The Co-Investor irrevocably and unconditionally waives and relinquishes any right of set off, counterclaim, withholding, deduction or retention which the Co-Investor might otherwise have in respect of any claim against or out of any payment which the Co-Investor makes or may be obliged to make (or procure to be made) to any Lead Investor pursuant to this letter.

4 WARRANTIES

4.1 The Co-Investor warrants to each of the Lead Investors that, as at the date of this letter:

4.1.1 it has the necessary power, capacity and authority to execute and deliver this letter and to perform its obligations under this letter and has taken all action necessary to authorise such execution and delivery and the performance of such obligations;

4.1.2 this letter when executed constitutes legal, valid and binding obligations on it in accordance with its terms and the entry by it into this letter and the performance by it of its obligations under this letter does not and will not conflict with or constitute a default under any provision of:

(i) any agreement or instrument to which it is a party;

- (ii) its constitutional documents; or
- (iii) any law, lien, lease, order, judgment, award, injunction, decree, ordinance or regulation or any other restriction of any kind or character by which it is bound,

where the result of any such conflict may reasonably be expected to prevent the Co-Investor from complying with any of its obligations pursuant to this letter; and

4.1.3 no resolution for the dissolution, liquidation, winding up or other termination the Co-Investor has been passed.

4.2 The Co-Investor warrants to each of the Lead Investors that all funds necessary for the Co-Investor to fulfil its obligations under this letter will be available to it on the Co-Investor Funding Date which funds shall amount to not less than the Co-Investor Equity Commitment Amount.

5 LIABILITY, LIMITATIONS AND OBLIGATION TO FUND, NO RECOURSE

5.1 The maximum liability of the Co-Investor howsoever arising under this letter shall not exceed the amount of the Co-Investor Equity Commitment Amount.

5.2 This letter constitutes all of the obligations and liabilities of the Co-Investor in relation to provision of the Co-Investor Equity Commitment Amount to the Lead Investors and shall create no other obligations and liabilities on the Co-Investor. Any obligations and liabilities of the Co-Investor hereunder shall immediately terminate and cease to have force and effect and the liability of the Co-Investor hereunder shall immediately cease on the earlier of: (i) the Co-Investor providing the Co-Investor Equity Commitment Amount to the Offeror in accordance with paragraph 1.1 of this letter; and (ii) the termination of this letter in accordance with its terms. Under no circumstances shall the Co-Investor assume and/or guarantee any of the obligations or liabilities of: (i) any Lead Investor in relation to the Primary ECL; or (ii) the Offeror in relation to the Offer.

5.3 Notwithstanding anything that may be expressed or implied in this letter or any document or instrument delivered in connection herewith, and notwithstanding the fact that certain of the parties hereto may be partnerships or limited liability companies, by their acceptance of the benefits of this letter, each of the parties hereto acknowledges and agrees that no person other than the Co-Investor has any obligations hereunder and that no recourse shall be had hereunder, or for any claim based on, in respect of, or by reason of, such obligations or their creation, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, against, and no personal liability shall attach to, be imposed on or otherwise be incurred by any Co-Investor Related Person, whether by or through attempted piercing of the corporate veil, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable law, or otherwise. For the purposes of this letter, "**Co-Investor Related Person**" means:

5.3.1 any former, current or future equity holders, controlling persons, general partner of the Co-Investor or any investor in a fund which holds interests in the Co-Investor or any nominee or trustee or assignee of any of the foregoing or any member, partner, director, officer, employee, adviser, agent, shareholder or stockholder of any of the foregoing;

5.3.2 any former, current or future member, partner, director, officer, employee, adviser, agent, general or limited partner, manager, shareholder, stockholder or affiliate of

any person falling within paragraph 5.3.1, in each case, solely in their capacity as such and not in their capacity as a provider of funding under this letter,

in each case excluding the Co-Investor.

5.4 Nothing in this paragraph 5 shall be deemed in any way to limit or restrict the Co-Investor from exercising any rights it may have against any such Co-Investor Related Person in connection with the satisfaction of any amount payable hereunder.

5.5 Each party hereto acknowledges and agrees that:

5.5.1 this letter is not intended to, and does not, create any agency, partnership, fiduciary or joint venture relationship between or among either of the parties hereto or with any other person and neither this letter nor any other document or agreement entered into by either party hereto relating to the subject matter hereof shall be construed to suggest otherwise; and

5.5.2 the obligations of the Co-Investor under this letter are solely contractual in nature.

6 VARIATION

No amendment of this letter shall be valid unless it is in writing and signed by the parties hereto.

7 ENTIRE AGREEMENT

This letter and the other documents referred to herein contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

8 NO THIRD PARTY BENEFICIARIES

This letter is for the benefit of the Lead Investors. A person who is not a party to this letter shall have no right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

9 ASSIGNMENT

9.1 Subject to paragraph 9.2, no party shall assign, transfer, charge or otherwise deal with all or any of its rights under this letter nor grant, declare, create or dispose of any right or interest in it.

9.2 Any party may assign or transfer any of its rights under this letter to an affiliate with the prior written consent of the other parties, such consent not to be unreasonably withheld.

Any purported assignment in contravention of this paragraph 9 shall be void.

10 HEADINGS

The headings in this letter are for reference only and shall not affect in any way the meaning or interpretation of this letter.

11 SEVERAL LIABILITY

Where any obligation, warranty or undertaking in this letter is expressed to be made, undertaken or given by two or more of the Lead Investors, they shall, unless otherwise expressly provided to the contrary, be severally responsible in respect of it.

12 INVALIDITY

Each of the provisions of this letter is severable. If any provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, such provision shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

13 COUNTERPARTS

This letter may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this letter by e-mail attachment or telecopy shall be an effective mode of delivery.

14 CONFIDENTIALITY

Other than as required by law, court order or other competent authority, each of the parties agrees that it will not, nor will it permit its employees, advisors or affiliates to, disclose to any person the contents of this letter without the prior written consent of the other party, provided, however, that each party shall have the right to make such disclosure: (a) to any co-investors in connection with the Offer and its and their respective affiliates' employees, officers, directors, financing sources (including advised entities) and advisors; (b) in connection with the enforcement of this letter; (c) to the extent required by applicable law, regulation, the Code or a court or administrative request, or in connection with any filings with any governmental authority having jurisdiction over such party or its affiliates; and (d) to the Takeover Panel provided that in the case of each of (c) and (d), to the fullest extent permitted by law, the party or parties required to make the disclosure shall, prior to making such disclosure, consult with the other party or parties with regard to the nature and the content of the disclosure and shall procure that any such disclosure is limited to only such information as is strictly necessary.

15 APPOINTMENT OF PROCESS AGENT

15.1 Each Lead Investor irrevocably appoints Brookfield Capital Partners (UK) Limited of Level 25, 1 Canada Square, London E14 5AA as its agent to accept service of process in England and Wales in any legal action or proceedings arising out of this letter, service upon whom shall be deemed completed whether or not forwarded to or received by the Lead Investors.

15.2 The Co-Investor irrevocably appoints the UK establishment of First Abu Dhabi Bank P.J.S.C. of 45 Cannon Street, London, EC4M 5SH as its agent to accept service of process in England and Wales in any legal action or proceedings arising out of this letter, service upon whom shall be deemed completed whether or not forwarded to or received by the Co-Investor.

- 15.3** Each party to this letter shall inform the other parties in writing of any change of address of its process agent within 28 days of such change.
- 15.4** If a party's process agent ceases to be able to act as such or to have an address in England and Wales, such party irrevocably agrees to appoint a new process agent in England and Wales acceptable to each other party and to deliver to each other party within 14 days a copy of a written acceptance of appointment by the process agent.
- 15.5** Nothing in this letter shall affect the right to serve process in any other manner permitted by law or the right to bring proceedings in any other jurisdiction for the purposes of the enforcement or execution of any judgment or other settlement in any other courts.

16 GOVERNING LAW AND JURISDICTION

- 16.1** The terms of this letter and any non-contractual obligations arising out of or in connection with it shall be governed by, and interpreted in accordance with, English law.
- 16.2** Except as expressly provided otherwise in this letter, the English courts shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this letter including, without limitation, disputes arising out of or in connection with: (a) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this letter; and (b) any non-contractual obligations arising out of or in connection with this letter. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.
- 16.3** Without affecting any other rights or remedies that any party to this letter may have, the Co-Investor acknowledges that the Lead Investors may be irreparably harmed by any breach of the terms of this letter and that damages alone may not necessarily be an adequate remedy. Accordingly, the Lead Investors shall be entitled to seek the remedies of final or interim injunction, specific performance and other equitable relief, or any combination of these remedies, for any potential or actual breach of its terms, and no proof of special damages shall be necessary to enforce this letter.

Appendix 1
The Lead Investors

- (a) **Brookfield Capital Partners VI L.P.**
c/o Maples Corporate Services Limited
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands
- (b) **Brookfield Capital Partners VI (CR) L.P.**
c/o Maples Corporate Services Limited
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands
- (c) **Brookfield Capital Partners VI (ER) SCSp**
26a, boulevard Royal
Luxembourg
L-2449
Luxembourg
- (d) **Brookfield Capital Partners VI (SMA-C) L.P.**
181 Bay Street
Brookfield Place
Suite 100
Toronto, ON M5J 2T3
Canada

[REDACTED]

Yours faithfully

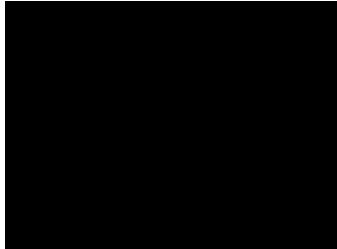
Signed by

First Abu Dhabi Bank P.J.S.C.

By: ___

Name:

Title:



Acknowledged and agreed by:

BROOKFIELD CAPITAL PARTNERS VI L.P.

By: Brookfield Capital Partners VI GP LLC, its general partner

By: Brookfield Capital Partners VI Officer GP LLC, its sole member,

By: 

Name: 

Title: 

Acknowledged and agreed by:

BROOKFIELD CAPITAL PARTNERS VI (CR) L.P.

By: Brookfield Capital Partners VI GP LLC, its general partner

By: Brookfield Capital Partners VI Officer GP LLC, its sole member,

By:

Name:

Title:

Acknowledged and agreed by:

BROOKFIELD CAPITAL PARTNERS VI (ER) SCSp

By: Brookfield Capital Partners VI GP S.à r.l., its general partner

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Acknowledged and agreed by:

BROOKFIELD CAPITAL PARTNERS VI (SMA-C) L.P.

By: Brookfield Capital Partners VI GP LLC, its general partner

By: Brookfield Capital Partners VI Officer GP LLC, its sole member

By:

Name:

Title: