

## INVESTMENT AGENCY FEE LETTER

To: Neptune Project Holding 3 Limited (the "**Company**")

29 December 2023

**Project Neptune – USD 280,000,000 Master Murabaha Agreement dated on or about the date of this agreement 2023 (the "Agreement") between, amongst others, the Company and Dubai Islamic Bank PJSC (the "Investment Agent")**

1. We refer to:
  - a) the Agreement;
  - b) the common terms agreement dated on or around the date of this letter (the "**Common Terms Agreement**") between, amongst others, the Company and the Investment Agent as Murabaha Investment Agent; and
  - c) the investment agency agreement dated on or around the date of this letter (the "**Investment Agency Agreement**") between, amongst others, the Company as Purchaser and the Investment Agent.
2. This is a Fee Letter.
3. Unless otherwise defined, or the context otherwise requires, terms defined in the Agreement, Common Terms Agreement or the Investment Agency Agreement (as applicable) have the same meaning when used in this Fee Letter.
4. The Company must, in accordance with clause 12 (*Investment Agent's Fee*) of the Investment Agency Agreement, pay to the Investment Agent a combined annual investment agency fee (the "**Fee**") of:
  - a) USD 15,000.00 (plus VAT, if any) for the first year, payable by the Company on the Closing Date; and
  - b) USD 15,000.00 (plus VAT, if any) for each subsequent year, payable by the Company annually on each anniversary of the Closing Date (or, if such date is not a Business Day, the next Business Day thereafter),subject to the Investment Agent providing a valid tax invoice in respect of the first and each subsequent Fee at least five Business Days prior to its payment, for so long as any Commitment or amount is or may be outstanding under the Global Finance Documents or until the date on which the replacement or resignation of the Investment Agent is effective in accordance with clause 7.11 (*Resignation of the Investment Agent*) of the Investment Agency Agreement.
5. The first Fee and each subsequent Fee must be paid by the Company:
  - a) in immediately available, freely transferable, cleared funds;
  - b) in full, without any set-off, deduction or withholding of any kind; and
  - c) to the bank account with the following details:

<b>Beneficiary Bank Name:</b>	████████████████████
<b>Beneficiary SWIFT Code:</b>	██████████
<b>Correspondent Bank</b>	████████████████████ ██████
<b>Correspondent SWIFT Code:</b>	██████████
<b>Beneficiary Bank Account Number:</b>	████████████████████
<b>Beneficiary Account Name:</b>	████████████████████
<b>Beneficiary IBAN:</b>	████████████████████
<b>Reference:</b>	████████████████████ ██████
<b>Attention:</b>	████████████████████ ████████████████████

or to such other account as the Investment Agent may advise the Company from time to time with not less than five (5) Business Days' notice.

6. No part of the Fee is refundable under any circumstances.
7. No Fee is payable if the Closing Date does not occur.
8. This Fee Letter may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Fee Letter.
9. The provisions of clauses 42 (*Governing Law*) and 43 (*Enforcement*) of the Common Terms Agreement shall apply *mutatis mutandis* to this Fee Letter as if they were set out herein.
10. If you agree to the above, please sign where indicated below.

Yours faithfully,

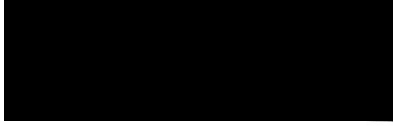


For and on behalf of  
**DUBAI ISLAMIC BANK PJSC as Investment Agent**

Muhammad Arif Sultan  
Authorised Signatory

Abdul Sattar Qureshi  
Authorised Signatory

**ACKNOWLEDGEMENT**



For and on behalf of  
**NEPTUNE PROJECT HOLDING 3 LIMITED**