

To: Abu Dhabi Commercial Bank PJSC as Global Agent (under and as defined in the Global Finance Documents) for itself and on behalf of each other Global Finance Party (under and as defined in the Global Finance Documents) (the “**Global Agent**”)

Copy to: Each Financier (under and as defined in the Common Terms Agreement) (the “**Financiers**”)

Date: 15 March 2024

PROJECT NEPTUNE – AMENDMENT LETTER

1. We, **NEPTUNE PROJECT HOLDING 3 LIMITED** (the “**Company**”), are writing in our capacity as the Company and as Obligors’ Agent (under and as defined in the Common Terms Agreement (defined below)).
2. We refer to the common terms agreement originally dated 29 December 2023 between, among others, the Company, Abu Dhabi Commercial Bank PJSC as global agent, conventional facility agent and security agent, Dubai Islamic Bank PJSC as Murabaha investment agent and each Financier (the “**Common Terms Agreement**”).
3. Unless a contrary indication appears, terms used and not defined in this letter shall have the meanings given to them in the Common Terms Agreement, Conventional Facilities Agreement and/or Murabaha Facility Agreement (as applicable).
4. As discussed prior to the date of this letter between the Sponsor and each Financier, we are awaiting final CBUAE and other jurisdictional approvals in order to complete the Neptune Acquisition. Due to the delay in obtaining such approvals, we wish to request an extension to the Long Stop Date (the “**Extension**”) in order to ensure sufficient time to acquire the relevant approvals and complete the Neptune Acquisition in accordance with the Neptune Acquisition Documents.
5. We request that the Global Agent and each Financier irrevocably and unconditionally consent to, permit and approve:
 - (a) an amendment to the definition of “Longstop Date” in Clause 1.1 (*Definitions and Interpretation*) of the Common Terms Agreement as follows (as set out in ~~strike-through~~ and mark-up below):

“**Longstop Date**” means ~~the date falling 12 months after (but excluding) the date of the Announcement, which for the avoidance of doubt is 9 June~~ 9 December 2024, (or such later date as may be agreed between the Company and the Mandated Lead Arrangers, each acting reasonably and in good faith).”
 - (b) an amendment to paragraph (b) of the definition of “Certain Funds Period” in Clause 1.1 (*Definitions and Interpretation*) of the Common Terms Agreement (to provide that the availability period in respect of Facility B2 remains until 9 June 2025 notwithstanding the amendment in paragraph (a) above) as follows (as set out in ~~strike-through~~ and mark-up below):

“(b) in respect of Facility B2, the date which is the earlier of (i) the date which is 12 months after the Neptune Completion Date and (ii) 9 June 2025; and”

(c) an amendment to paragraph (b) of the definition of "Availability Period" in Clause 1.1 (*Definitions and Interpretation*) of the Conventional Facilities Agreement (to provide that the availability period in respect of Facility B2 remains until 9 June 2025 notwithstanding the amendment in paragraph (a) above) as follows (as set out in ~~strike through~~ and mark-up below):

"(b) *in relation to Facility B2, provided that Facility B1 has been utilised, the period from and including the date of the Common Terms Agreement to (and including) the earlier of (i) the Moon Completion Date and (ii) the date which is the earlier of (X) the date which is 12 months after the Neptune Completion Date and (Y) 9 June 2025;*"

(d) an amendment to paragraph (b) of the definition of "Availability Period" in Clause 1.1 (*Definitions*) of the Murabaha Facility Agreement to provide that the availability period in respect of Facility B2 remains until 9 June 2025 notwithstanding the amendment in paragraph (a) above) as follows (as set out in ~~strike through~~ and mark-up below):

"(b) *in respect of each of Murabaha B2 Long Facility and Murabaha B2 Short Facility and provided that a Murabaha B1 Long Facility Contract has been entered into and remains outstanding during that period, the period from and including the date of this Agreement to and including the earlier of (i) the Moon Completion Date and (ii) the date which is the earlier of (X) the date which falls twelve Months after the Neptune Completion Date and (Y) 9 June 2025.*

provided further that:

(A) *if no Murabaha B1 Long Facility Contract is entered into before the last day of the Availability Period referred to in paragraph (a), the Availability Period referred to in paragraph (b) will end on the last day of the Availability Period referred to in paragraph (a); and*

(B) *if, at any time, there are no Available B1 Long Commitments remaining and no Murabaha B1 Long Facility Contracts outstanding (the first date upon which this occurs being the "B1 End Date"), the Availability Period referred to in paragraph (b) will end on the B1 End Date."*

(e) any corresponding change to the terms of the Announcement and any other Scheme Document in order to reflect or effect the extension to the timeframe for completion of the Neptune Acquisition and the Extension,

(together, the "**Approvals**"), and confirm that the Global Agent be irrevocably authorised, empowered and instructed by each Financier to, promptly upon the request of the Company, execute this letter, together with any amendments or supplements thereto and any other necessary actions, documents, items or steps relating to, consequential on, or required to evidence, implement, reflect or effect, the Approvals and the matters contemplated by this letter.

6. We request that the Financiers and the Global Agent (for itself and on behalf of each Financier) each confirm their irrevocable and unconditional consent, approval and agreement to the Approvals and to the matters contemplated hereby, and instruct the Global Agent to countersign this letter accordingly. We would be grateful if the Global Agent sign this letter as soon as possible after the requisite consent of the Financiers has been obtained.
7. Upon signature by the Company and the Global Agent (i) the Approvals shall be irrevocably and unconditionally approved and effective (ii) the Common Terms Agreement, Conventional Facilities Agreement and Murabaha Facility Agreement shall each be deemed amended and none of the actions or steps described herein shall (or shall be deemed to) constitute or give rise to a breach, non-compliance, default, event of default or repayment, cancellation, enforcement or termination right (however described) under any provision of the Common Terms Agreement or the Global Finance Documents and (iii) this letter shall form an integral part of, and shall constitute a Global Finance Document in respect of, the Common Terms Agreement, Conventional Facilities Agreement and Murabaha Facility Agreement (as applicable).
8. Save as amended by the terms of this letter, the terms of the Common Terms Agreement, Conventional Facilities Agreement and Murabaha Facility Agreement (as applicable) shall continue to apply and shall remain in full force and effect.
9. This letter may be executed in counterparts each of which, when taken together, shall constitute one and the same agreement.
10. The provisions of Clause 42 (*Governing Law*) and Clause 43 (*Enforcement*) of the Common Terms Agreement shall be incorporated into this letter as if set out full in this letter and as if references in those clauses to "this Agreement" are references to this letter.

Yours faithfully

For and on behalf of

NEPTUNE PROJECT HOLDING 3 LIMITED



Name: 

Title: 

Acknowledged, confirmed and agreed

For and on behalf of

ABU DHABI COMMERCIAL BANK PJSC

(as Global Agent for and on behalf of each Financier under and as defined in the Common Terms Agreement)

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Name:



Title:

