

PROJECT PEARL – ICA PROPOSAL

15 September 2022

To: Citibank, N.A., London Branch as Offshore Security Agent for itself and on behalf of the Secured Creditors

From: EIG Pearl Holdings S.à r.l. as the Company

1. INTRODUCTION

- 1.1 Reference is made to the intercreditor agreement dated 30 April 2021 (as amended and restated on 2 June 2021 and as further amended on 11 October 2021) between, amongst others, the Company and the Offshore Security Agent (the “ICA”).
- 1.2 Unless otherwise defined, terms defined in the ICA shall have the same meaning when used in this letter (the “ICA Proposal”).
- 1.3 This is an ICA Proposal pursuant to clause 11.1 (*Instigation of an ICA Proposal*) of the ICA.
- 1.4 We confirm that, in accordance with paragraph (a) of clause 11.3 (*Copies to Secured Creditor Representatives*) of the ICA, we will promptly deliver a copy of this ICA Proposal to the Secured Creditor Representatives of each Secured Creditor.

2. BACKGROUND

The Company proposes to modify the ICA to include a standing authorisation and instruction to the Security Agent from the Secured Creditors and every other Party to, at the cost of the Company, and without the need for any further consent, sanction, confirmation (save for the confirmation from legal counsel referred to in the Proposed Amendment (as defined below and set out in Schedule 1 (*Proposed Amendment*))), instruction, referral or authority from any person, enter into all confirmations, amendments and/or supplements to the Security Documents as may from time to time be required in order to facilitate the introduction or incurrence by the Company of any Permitted Additional Financial Indebtedness (including, without limitation, any amendment to the maximum amount of Secured Obligations recoverable from the Company and/or the Parent under any of the Security Documents to reflect any increase to the Secured Obligations as a result of any proposed Permitted Additional Financial Indebtedness) (the “**Proposed Amendment**”). The Proposed Amendment is set out in Schedule 1 (*Proposed Amendment*).

3. VOTING CATEGORY

- 3.1 For the purposes of paragraph (b) of clause 11.2 (*Minimum requirements of an ICA Proposal*) of the ICA, the Company hereby certifies that this ICA Proposal is in respect of an Ordinary Voting Matter and does not give rise to an Entrenched Right.
- 3.2 Pursuant to paragraph (c) of clause 11.2 (*Minimum requirements of an ICA Proposal*) of the ICA, the Company’s determination on the voting category and as to whether this ICA Proposal gives rise to an Entrenched Right affecting a Secured Creditor shall be binding on each recipient of this ICA Proposal, unless the Offshore Security Agent is instructed by Qualifying Secured Creditors (acting through their Secured Creditor Representatives, where appointed) representing at least 20 per cent. of the Qualifying Secured Debt to deliver a Determination Dissentation Notice or by a Secured Creditor (acting through its Secured Creditor Representative) to deliver an Entrenched Right Dissentation Notice, in each case, within 10 Business Days of

receipt of this ICA Proposal in accordance with paragraphs (b) and (c) of clause 11.4 (*Determination of voting category*) of the ICA.

4. DECISION PERIOD

4.1 The Decision Period shall commence on the date falling 10 Business Days after the date of this ICA Proposal (unless there is a disagreement regarding the Company's determination of the voting category or whether this ICA Proposal gives rise to any Entrenched Right, in which case paragraphs (a) and (b) of clause 11.6 (*Commencement of Decision Period*) of the ICA shall apply).

4.2 In accordance with paragraph (e)(ii) of clause 11.2 (*Minimum requirements of an ICA Proposal*) of the ICA, the Decision Period shall be 15 Business Days from the date of the commencement of the Decision Period, unless extended in accordance with clause 13.2 (*Quorum Requirement for an Ordinary Voting Matter*) of the ICA.

5. ICA VOTING REQUEST

5.1 The Offshore Security Agent shall, promptly but no later than five Business Days after the date of this ICA Proposal, send an ICA Voting Request (substantially in the form set out in Schedule 2 (*ICA Voting Request*)) to each Secured Creditor (through its Secured Creditor Representative).

5.2 Details of the Secured Creditor Representatives of each Secured Creditor are set out in Schedule 4 (*Secured Creditor Representatives*).

6. CONSENT

6.1 Promptly upon receiving the requisite majority in respect of the Proposed Amendment in accordance with clause 13.3 (*Requisite majority in respect of an Ordinary Voting Matter*) of the ICA, the Offshore Security Agent shall:

- (a) confirm the same to the Company;
- (b) countersign this ICA Proposal and, pursuant to clause 12.5 (*Binding force and authority to sign*) of the ICA, such consent will bind each Subordinated Creditor, the Parent, the Company and all Secured Creditors, and each Subordinated Creditor, the Parent, the Company and the Secured Creditors shall be bound to give effect to it;
- (c) be irrevocably authorised (without any consent, sanction, authority or further confirmation from any Secured Creditor) to execute an amendment agreement to effect the Proposed Amendment substantially in the form set out in Schedule 3 (*Amendment Agreement*) (the "**Amendment Agreement**"); and
- (d) within two Business Days (or such later date as may be agreed by the Company) execute and deliver the Amendment Agreement.

7. MISCELLANEOUS

7.1 Save as expressly set out in this ICA Proposal:

- (a) the Finance Documents remain in full force and effect; and
- (b) nothing in this ICA Proposal shall constitute or be construed as a waiver or compromise of any other term or condition of the Common Documents or any of the Security Agent's rights in relation to them which for the avoidance of doubt shall continue to apply in full force and effect.

- 7.2 This ICA Proposal may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
- 7.3 This ICA Proposal and any non-contractual obligations arising out of or in connection therewith shall be governed by and construed in accordance with English law.
- 7.4 The courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with this ICA Proposal and any non-contractual obligations arising out of or in connection with it.

Yours faithfully,

SCHEDULE 1

PROPOSED AMENDMENT

A new clause 6.8 to be included in the ICA as follows:

“6.8 Amendments to Security Documents

- (a) Notwithstanding any other requirement of this Agreement relating to obtaining the consent of the Security Agent but subject to paragraph (b) below, Clause 28.11 (*Miscellaneous*) and Clause 29.2 (*Costs, charges and expenses*):
 - (i) the Security Agent is irrevocably authorised and instructed by each Secured Creditor and every other Party in connection with the incurrence and/or establishment of any Permitted Additional Financial Indebtedness, and at the cost of the Company, to execute on behalf of itself, each Secured Creditor and every other relevant Party (and without the need for any further consent, sanction, confirmation (save for the confirmation from legal counsel referred to hereafter), instruction, referral or authority from any person) all confirmations, amendments and/or supplements to any Security Documents and/or to take any ancillary action thereto which, in each case, is necessary (as determined, and confirmed to the Security Agent (in a form satisfactory to the Security Agent acting in its personal interests), by legal counsel to the prospective Additional Secured Creditors in respect of the relevant Permitted Additional Financial Indebtedness to be incurred and/or established) to ensure that the Security Documents continue to secure all the Secured Obligations (including such Permitted Additional Financial Indebtedness) from time to time; and
 - (ii) the Security Agent shall promptly and in any event within five Business Days of a request from the Company (subject to receipt of the confirmation from legal counsel referred to in paragraph (a) above) execute any confirmation, amendment and/or supplement to any Security Document and/or take any ancillary action thereto as contemplated under paragraph (a) above.
- (b) Nothing in paragraph (a) above shall require the Security Agent, and the Company undertakes not to request the Security Agent, to execute any confirmation, amendment or supplement which has the effect of releasing, reducing or impairing any Security Interest granted pursuant to any Security Document, it being understood that any increase in the Secured Obligations as a result of the incurrence and/or establishment of any Permitted Additional Financial Indebtedness shall not be a reduction or impairment of a Security Interest granted pursuant to any Security Document.”

SCHEDULE 2

ICA VOTING REQUEST

From: Citibank, N.A., London Branch (the “**Offshore Security Agent**”, “**us**”, “**we**”)

To: [●] (the “**Secured Creditor Representative**”, “**you**”)

- (1) We refer to the ICA proposal dated [●] 2022 from EIG Pearl Holdings S.à r.l. as the Company to Citibank, N.A., London Branch as the Offshore Security Agent (each such term as defined therein) (the “**ICA Proposal**”). Unless otherwise defined, terms defined in the ICA Proposal shall have the same meaning when used herein.
- (2) For the purposes of clause 11.2 (*Minimum requirements of an ICA Proposal*) of the ICA, the Company has certified that the ICA Proposal is in respect of an Ordinary Voting Matter and does not give rise to an Entrenched Right.
- (3) We request the following from you (on behalf of each Qualifying Secured Creditor for which you act as Secured Creditor Representative(each “**Relevant Creditor**”)):
 - (a) no later than the Business Day immediately preceding the last day of the Decision Period, a vote for or against the implementation of the ICA Proposal from each Relevant Creditor; and
 - (b) a certificate:
 - (i) confirming that each Relevant Creditor is entitled under the terms of the ICA to vote on the ICA Proposal; and
 - (ii) stating, whether or not it votes, the Outstanding Principal Amount of each Relevant Creditor in accordance with clause 9.2 (*Notification of Outstanding Principal Amount of Qualifying Senior Debt*).
- (4) To satisfy the conditions set out in paragraph 3 above, please respond to this ICA Voting Request via email using the form annexed to this ICA Voting Request.
- (5) By receiving this ICA Voting Request, you are deemed to be notified that the determination of the Company on the voting category and as to whether the ICA Proposal gives rise to an Entrenched Right affecting a Secured Creditor shall be binding on you unless we are instructed by Qualifying Secured Creditors (acting through their Secured Creditor Representatives) representing at least 20 per cent. of the Qualifying Secured Debt to deliver a Determination Dissentation Notice or by a Secured Creditor (acting through its Secured Creditor Representative) to deliver an Entrenched Right Dissentation Notice, in each case, within 10 Business Days of receipt of the ICA Proposal from the Company in accordance with paragraphs (b) and (c) of Clause 11.4 (*Determination of voting category*).

Kind regards

Offshore Security Agent

Annex – Form of response to the ICA Voting Request

To: Citibank, N.A., London Branch (the “Offshore Security Agent”)

- (1) We refer to the ICA Voting Request dated [●] 2022 from the Offshore Security Agent to us (the “ICA Voting Request”). Unless otherwise defined, terms defined in the ICA Voting Request and/or the ICA Proposal (as defined in the ICA Voting Request) shall have the same meaning when used herein.
- (2) We certify on behalf of each Qualifying Secured Creditor for which we act as Secured Creditor Representative (each a “Relevant Creditor”) that:
- (a) each such Qualifying Secured Creditor is entitled under the terms of the ICA to vote on the ICA Proposal; and
- (b) the Outstanding Principal Amount of each such Qualifying Secured Debt is:

Name of Relevant Creditor	Outstanding Principal Amount (USD)
[●]	[●]

- (3) We confirm that the Relevant Creditors have voted on the ICA Proposal as follows:

Name of Relevant Creditor	Voted in favour of or against the ICA Proposal
[●]	[In favour] / [Against]

- (4) [We confirm that the minimum quorum and voting majorities specified in the relevant Authorised Credit Facility were met, and therefore paragraph (a) of clause 10.3 (*Voting of Authorised Credit Facilities (other than Hedging Agreements, the Bonds and the PP Notes)*) of the ICA shall apply.] OR [We confirm that the minimum quorum and voting majorities specified in the relevant Authorised Credit Facility were not met, and therefore paragraph (b) of clause 10.3 (*Voting of Authorised Credit Facilities (other than Hedging Agreements, the Bonds and the PP Notes)*) of the ICA shall apply.]

Kind regards

[[●] as Secured Creditor Representative for the Relevant Creditors]

SCHEDULE 3
AMENDMENT AGREEMENT

2022

EIG PEARL HOLDINGS S.À R.L.
as the Company

and

CITIBANK, N.A., LONDON BRANCH
as the Offshore Security Agent

ICA AMENDMENT AGREEMENT

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000
www.lw.com

THIS ICA AMENDMENT AGREEMENT (this “**Agreement**”) is dated 2022 and made

BETWEEN:

- (1) **EIG PEARL HOLDINGS S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated under Luxembourg law with registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and registered with the RCS Luxembourg under number B247751 (the “**Company**”); and
- (2) **CITIBANK, N.A., LONDON BRANCH** as offshore security trustee and offshore security agent for the Secured Creditors (the “**Offshore Security Agent**” (acting pursuant to its terms of appointment under, and with the benefit of the protections set out in, the Intercreditor Agreement (as defined below))).

WHEREAS:

- (A) The Parties, among others, entered into an intercreditor agreement originally dated 30 April 2021 (as amended and restated on 2 June 2021 and as further amended on 11 October 2021) (the “**Intercreditor Agreement**”).
- (B) The Parties refer to the ICA Proposal dated 15 September 2022 pursuant to which the Secured Creditors gave their consent to the amendments below (the “**ICA Proposal**”).
- (C) Pursuant to clause 12.5 (*Binding force and authority to sign*) of the Intercreditor Agreement, the Offshore Security Agent has provided its consent in respect of the amendments below and, accordingly, the Offshore Security Agent is authorised by each Secured Creditor to execute this Agreement on their behalf.
- (D) It is intended by the Parties that this document takes effect as a deed, notwithstanding that a Party may execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

“**Amended Intercreditor Agreement**” means the Intercreditor Agreement as amended by this Agreement.

“**Party**” means a party to this Agreement.

1.2 Construction

- (a) Terms defined in the Intercreditor Agreement shall have the same meaning when used in this Agreement.
- (b) Clause 1.2 (*Construction*) of the Intercreditor Agreement will be deemed to be set out in full in this Agreement, but as if references in that clause to the Intercreditor Agreement and/or a Common Document were references to this Agreement.

1.3 Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

2. AMENDMENT

With effect from (and including) the date of this Agreement, the Intercreditor Agreement shall be amended to include the following as new Clause 6.8:

“6.8 Amendments to Security Documents

- (a) Notwithstanding any other requirement of this Agreement relating to obtaining the consent of the Security Agent but subject to paragraph (b) below, Clause 28.11 (*Miscellaneous*) and Clause 29.2 (*Costs, charges and expenses*):
- (i) the Security Agent is irrevocably authorised and instructed by each Secured Creditor and every other Party in connection with the incurrence and/or establishment of any Permitted Additional Financial Indebtedness, and at the cost of the Company, to execute on behalf of itself, each Secured Creditor and every other relevant Party (and without the need for any further consent, sanction, confirmation (save for the confirmation from legal counsel referred to hereafter), instruction, referral or authority from any person) all confirmations, amendments and/or supplements to any Security Documents and/or to take any ancillary action thereto which, in each case, is necessary (as determined, and confirmed to the Security Agent (in a form satisfactory to the Security Agent acting in its personal interests), by legal counsel to the prospective Additional Secured Creditors in respect of the relevant Permitted Additional Financial Indebtedness to be incurred and/or established) to ensure that the Security Documents continue to secure all the Secured Obligations (including such Permitted Additional Financial Indebtedness) from time to time; and
 - (ii) the Security Agent shall promptly and in any event within five Business Days of a request from the Company (subject to receipt of the confirmation from legal counsel referred to in paragraph (a) above) execute any confirmation, amendment and/or supplement to any Security Document and/or take any ancillary action thereto as contemplated under paragraph (a) above.
- (b) Nothing in paragraph (a) above shall require the Security Agent, and the Company undertakes not to request the Security Agent, to execute any confirmation, amendment or supplement which has the effect of releasing, reducing or impairing any Security Interest granted pursuant to any Security Document, it being understood that any increase in the Secured Obligations as a result of the incurrence and/or establishment of any Permitted Additional Financial Indebtedness shall not be a reduction or impairment of a Security Interest granted pursuant to any Security Document.”

2.2 No Novation

Each of the Parties confirms that the amendment to the Intercreditor Agreement pursuant to this Agreement shall not constitute a novation of the Intercreditor Agreement.

3. MISCELLANEOUS

3.1 Continuing Effect

Except as varied by the terms of this Agreement, the Intercreditor Agreement will remain in full force and effect and any reference in the Amended Intercreditor Agreement or any other

Finance Document to the Intercreditor Agreement or to any provision of the Intercreditor Agreement will be construed as a reference to the Amended Intercreditor Agreement, or that provision, as amended by this Agreement.

3.2 **Finance Documents**

This Agreement is a Finance Document.

3.3 **Incorporation of terms**

The provisions of clause 33 (*Notices*), clause 45 (*Contractual Recognition of Bail-In*), clause 46 (*Severability*) and clause 47 (*Counterparts*) of the Intercreditor Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to “this Agreement” or the “Finance Document” were references to this Agreement.

4. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law and the Company and the Parent submit to the exclusive jurisdiction of the English courts in the terms set out in clause 49 (*Governing Law and Jurisdiction*) of the Intercreditor Agreement (as if references in that clause 49 to “this Deed” were references to this Agreement).

This Agreement has been entered into on the date stated at the beginning of this Agreement and has been executed by the Parties as a deed and is delivered by them as a deed on the date stated at the beginning of this Deed.

SIGNATURE PAGES – ICA AMENDMENT AGREEMENT

THE COMPANY

Executed as a deed by
EIG PEARL HOLDINGS S.À R.L.
as the Company

By: _____
Name:
Title: Authorised signatory

By: _____
Name:
Title: Authorised signatory

THE OFFSHORE SECURITY AGENT

Executed as a deed by
CITIBANK, N.A., LONDON BRANCH

as the Offshore Security Agent

By: _____

Name:

Title:

SCHEDULE 4

SECURED CREDITOR REPRESENTATIVES


Secured Creditor	Secured Creditor Representative	Secured Creditor Representative contact details
Bridge Bank Facility Lenders	First Abu Dhabi Bank PJSC	<p>Address: First Abu Dhabi Bank PJSC FAB Building, Khalifa Business Park Al Qurm District Loan Agency, Global Corporate Finance, 4th Floor, P.O. Box 6316, Abu Dhabi, UAE</p> <p>Email: urvi.widhani@bankfab.com praveen.damani@bankfab.com mohammed.shariyar@bankfab.com LA@bankfab.com</p> <p>Attention: Urvi Widhani Praveen Damani Mohammad Shariyar Hussain</p>
Debt Service Reserve Facility Providers	First Abu Dhabi Bank PJSC	<p>Address: First Abu Dhabi Bank PJSC FAB Building, Khalifa Business Park Al Qurm District Loan Agency, Global Corporate Finance, 4th Floor, P.O. Box 6316, Abu Dhabi, UAE</p> <p>Email: urvi.widhani@bankfab.com praveen.damani@bankfab.com mohammed.shariyar@bankfab.com LA@bankfab.com</p> <p>Attention: Urvi Widhani Praveen Damani Mohammad Shariyar Hussain</p>
Bondholders	Citibank, N.A., London Branch	<p>Address: Citigroup Centre Canada Square Canary Wharf London E14 5LB</p> <p>Email: emea.at.debt@citi.com</p> <p>Attention: Agency & Trust</p>
Hedge Counterparties		
Abu Dhabi Commercial Bank PJSC	Abu Dhabi Commercial Bank PJSC	<p>Attention: Group Treasurer</p> <p>Telephone No.: +971 2 696 2969</p> <p>Facsimile: +971 2 610 9719</p>
BNP Paribas	BNP Paribas	<p>Address: BNP Paribas Head Office 37 avenue de l'Opéra, 75002</p>

		<p>Paris</p> <p>Attention: CIB Legal – Global Markets, Structuring Hedging</p> <p>Tel: +(33) (0) 1 42 98 38 50</p>
Citibank, N.A., London Branch	Citibank, N.A., London Branch	<p>Address: Citigroup Centre 25 Canada Square London E14 5LB England</p> <p>Attention: Company Secretary (UK)</p>
Crédit Agricole Corporate and Investment Bank	Crédit Agricole Corporate and Investment Bank	<p>Address: Crédit Agricole Corporate and Investment Bank 12 place des Etats-Unis, CS 70052 – 92547 Montrouge cedex, France</p> <p>Attention: Legal Department</p> <p>Email: RAEDAdHoc@ca-cib.com</p>
First Abu Dhabi Bank PJSC	First Abu Dhabi Bank PJSC	<p>Address: First Abu Dhabi Bank PJSC 4th floor, FAB Building Khalifa Business Park – Al Qurm District P.O. Box: 6316 Abu Dhabi, United Arab Emirates</p> <p>Attention: Global Markets Documentation Support</p> <p>Email: GMDocumentationSupport@bankfab.com</p>
HSBC Bank plc	HSBC Bank plc	<p>Address: 8 Canada Square London, E14 5HQ</p> <p>Attention: Global Banking and Markets Legal – General Counsel</p> <p>Email: hsbc.master.agreement.notices@hsbc.com</p>
Industrial and Commercial Bank of China Limited, Dubai (DIFC) Branch	Industrial and Commercial Bank of China Limited, Dubai (DIFC) Branch	<p>Address: Industrial and Commercial Bank of China Limited, Dubai (DIFC) Branch Level 5 & 6, Gate Village 01 DIFC, Dubai, U.A.E</p> <p>Attention: Treasury Department</p> <p>Email: Treasury@dxb.icbc.com.cn</p> <p>Tel: +971-4703111</p>
Intesa Sanpaolo S.P.A.	Intesa Sanpaolo S.P.A.	<p>Address: Intesa Sanpaolo Spa DIVISIONE IMI CORP & INV BANKING INDUSTRY ENERGY</p>

		<p>PIAZZA DELLA SCALA, 6 - 20121 MILANO (MI)</p> <p>Attention: Stefania Aglio</p> <p>E-mail: stefania.aglio@intesanpaolo.com</p>
JPMorgan Chase Bank, N.A.	JPMorgan Chase Bank, N.A.	<p>Address: JPMorgan Chase Bank, N.A. 4 New York Plaza, 21st Floor New York, New York 10004</p> <p>Attention: Markets Legal Group</p> <p>Email: closeout_notices@jpmorgan.com</p>
Mizuho Bank, Ltd.	Mizuho Bank, Ltd.	<p>Address: Mizuho Bank, Ltd., London Branch, Mizuho House, 30 Old Bailey, London, EC4M 7AU</p> <p>Attention: Head of DCS – Derivatives, Collateral & Securities Operations</p> <p>Email: derivativeops@mhcb.co.uk</p> <p>Tel: 020 7012 4545</p>
MUFG Securities EMEA PLC	MUFG Securities EMEA PLC	<p>Address: Ropemaker Place 25 Ropemaker Street London EC2Y 9AJ</p> <p>Attention: Derivative Confirmations</p> <p>Fax No: +44 207 577 2898 / 2875</p> <p>Telephon No.: +44 207 577 2645 / 2640</p> <p>Email: docsconfirms@int.sc.mufig.jp</p>
Natixis	Natixis	<p>Address: Natixis 47 Quai d'Austerlitz 75013 Paris BP4 75060 Paris Cedex 2 - France</p> <p>Attention: Structured Finance Hedging Team</p> <p>Email: SFH-Notification@natixis.com</p>
Riyad Bank	Riyad Bank	<p>Address: Riyad Bank 11th Floor, Granada Towers 2414 – Alshohda District, unit No. 21 Riyadh, Saudi Arabia 13241-7279</p> <p>Attention: Treasury & Investment Department</p> <p>Telephone No.: +966-11-204-6600 Ext: 4404, 4403, 4401, 4407</p>


		Email: TOPSStructureProductsConfirmations@riyadbank.com
SMBC Capital Markets, Inc.	SMBC Capital Markets, Inc.	Address: SMBC Capital Markets, Inc 277 Park Avenue, 5 th Floor New York, New York 10172 USA Attention: President Email: NYConfirms@smbc-cm.com Tel: (212) 224-5067 Facsimile: (212) 224-4648, (212) 224-5111 (for payment and reset notices)
Societe Generale	Societe Generale	Address: 189 rue d'Aubervilliers 75886 Paris Cedex 18, France Attention: Head of Risk Department (RISQ/DIR)
Standard Chartered Bank	Standard Chartered Bank	Address: Standard Chartered Bank 1 Basinghall Avenue London EC2V 5DD Attention: Financial Markets, Legal Department Telephon No.: +44 20 7885 8888 (for courier purposes only) Email: ProjectPearlFin@sc.com , Karim.Nsouli@sc.com , Kunal.gomber@sc.com , Ruben.bombardi@sc.com , Jaweria.hasan@sc.com , Hilton.scott@sc.com

**THE COMPANY
EIG PEARL HOLDINGS S.À R.L.**

By: 

Name: ROELAND DE GRAAF

Title: Authorised signatory

Witness signature: 

Name: DOMEN KAVKA

Occupation: RELATIONSHIP MANAGER LEGAL & CORPORATE

Address: 6, RUE EUGÈNE RUPPERT, L-2453 LUXEMBOURG

By: _____

Name:

Title: Authorised signatory


Witness signature: _____

Name:

Occupation:

Address:

**THE COMPANY
EIG PEARL HOLDINGS S.À R.L.**

By: 

Name: Erika Herman

Title: Authorised signatory

Witness signature: 

Name: Dorota Salinger

Occupation: Legal Operations Manager

Address: 600 New Hampshire Ave NW, Suite

1200, Washington, DC 20037

By: _____

Name:

Title: Authorised signatory

Witness signature: _____

Name:

Occupation:

Address:

We confirm, in our capacity as Offshore Security Agent, that we have obtained the requisite majority of votes in favour of the ICA Proposal and therefore the ICA Proposal is approved.

THE OFFSHORE SECURITY AGENT

for and on behalf of
CITIBANK, N.A., LONDON BRANCH