

EA PARTNERS II B.V.

THE DISTRIBUTION OF THIS NOTICE, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES, AUSTRALIA, SOUTH AFRICA, CANADA OR JAPAN IS PROHIBITED.

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF NOTEHOLDERS. IF NOTEHOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD SEEK THEIR OWN INDEPENDENT FINANCIAL AND LEGAL ADVICE, INCLUDING IN RESPECT OF ANY TAX CONSEQUENCES, FROM THEIR PROFESSIONAL ADVISERS AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 (AS AMENDED, “FSMA”) (IF THEY ARE IN THE UNITED KINGDOM), OR FROM ANOTHER APPROPRIATELY AUTHORISED INDEPENDENT FINANCIAL ADVISER (IF THEY ARE NOT) IMMEDIATELY.

THIS NOTICE IS ISSUED AND DIRECTED ONLY TO THE NOTEHOLDERS AND NO OTHER PERSON SHALL BE, OR IS ENTITLED TO RELY OR ACT ON, OR BE ABLE TO ACT ON, ITS CONTENT.

EA Partners II B.V. (the “Issuer”)

**NOTICE OF MEETING
 (“Notice”)**

to all holders of its outstanding

**U.S.\$500,000,000 6.750 per cent. Notes due 2021
ISIN: XS1423779187
(the “Notes”)**

Under no circumstances shall this Notice constitute an offer to sell or issue, or the solicitation of an offer to buy or subscribe for, the Notes in any jurisdiction. The Notice shall not give rise to or require a prospectus in a European Economic Area (“EEA”) member state pursuant to Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”).

This Notice is not an offer of securities for sale or solicitation of an offer to purchase securities in the United States, Australia, South Africa, Canada, Japan or to any U.S. person. Securities referred to herein may not be offered or sold in the United States, Australia, South Africa, Canada, Japan or any other jurisdiction where such an offer or solicitation would require the approval of local authorities or otherwise be unlawful.

The Notes have not been registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), or the laws of any state or other jurisdiction of the United States, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws. For the purpose of this Notice, “United States” means the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia.

The communication of the Notice by the Issuer and any other documents or materials relating to the Meeting is not being made, and such documents and/or materials have not been approved, by an authorised person for the purposes of section 21 of FSMA. Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. Such documents and/or materials are only directed at and may only be communicated to (1) any person within Article 43(2) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (which includes a creditor or member of the Issuer), and (2) any other persons

to whom these documents and/or materials may lawfully be communicated in circumstances where section 21(1) of the FSMA does not apply. Nothing in this electronic transmission constitutes or contemplates an offer to buy or the solicitation of an offer to sell securities in the United States or in any other jurisdiction.

THE IMPLEMENTATION OF THE EXTRAORDINARY RESOLUTION, IF APPROVED, IS SUBJECT TO CERTAIN CONDITIONS SET OUT UNDER “CONDITIONS TO THE EXTRAORDINARY RESOLUTION” BELOW.

NOTICE IS HEREBY GIVEN that a meeting (the “**Meeting**”) of the holders of the Notes (the “**Noteholders**”) convened by the Issuer (following receipt of a requisition in writing signed by the Noteholders of not less than ten per cent. in Principal Amount Outstanding of the Notes in accordance with paragraph 4 of Schedule 3 (*Provisions for meetings of Noteholders*) to the Note Trust Deed (as defined below)) will be held at the offices of Ashurst LLP, London Fruit & Wool Exchange, 1 Duval Square, London, E1 6PW, United Kingdom at 11:00 a.m. (London time) on 2 October 2019 for the purpose of considering and, if thought fit, passing the resolution set forth below, which will be proposed as an Extraordinary Resolution (the “**Extraordinary Resolution**”) at the Meeting in accordance with the provisions of the note trust deed dated 1 June 2016 (the “**Note Trust Deed**”) made between the Issuer and BNY Mellon Corporate Trustee Services Limited as trustee (the “**Note Trustee**”) (including the terms and conditions of the Notes set out in Schedule 2 (*Terms and Conditions of the Notes*) to the Note Trust Deed (the “**Conditions**”)).

For the avoidance of doubt, Noteholders should note that a Noteholder must follow the procedure outlined in “**Voting and Quorum**” below in order to vote on the Extraordinary Resolution and be represented as part of the quorum for the Meeting.

Unless the context otherwise requires, capitalised terms used but not defined in this Notice, including in the Extraordinary Resolution, shall have the meanings given in the Note Trust Deed and the Conditions, as applicable.

In this Notice and in the Extraordinary Resolution:

“**Beneficial Owner**” means a person who is the owner of an interest in a particular principal amount of Notes held in a Clearing System, as shown in the records of the relevant Clearing System or its Direct Participants;

“**Direct Participant**” means each person who is shown in the records of a Clearing System as a Noteholder;

“**EA Partners I Notes**” means the U.S.\$700,000,000 6.875 per cent. Notes due 2020 (ISIN: XS1293573397) issued by EA Partners I B.V.;

“**Expiration Date**” means 30 September 2019; and

“**Expiration Time**” means 11 a.m. (London time).

KEY DATES

Noteholders should take note of the following dates in connection with the Meeting:

Date	Calendar Date/Time	Event
Launch Date	2 September 2019	Noteholders are informed of the upcoming Meeting with the Notice of Meeting being given via (i) the Clearing Systems; (ii) the Irish Stock Exchange; and (iii) on the Issuer's website
Expiration Time on Expiration Date	11:00 a.m. (London time) on 30 September 2019	The time prior to which Noteholders must validly deliver voting instructions to the Extraordinary Resolution and as of which voting instructions become irrevocable.
Meeting time, date and place	11:00 a.m. (London time) on 2 October 2019 at the offices of Ashurst LLP	The meeting of Noteholders to consider the Extraordinary Resolution, as described in the Notice.
Announcement of the Meeting Results	As soon as practicable after the Meeting.	The date on which the result of the Meeting is announced by the Issuer.

BACKGROUND TO THE EXTRAORDINARY RESOLUTION AND SUMMARY OF PROPOSALS

Situation regarding occurrence of non-payments in respect of the Notes

On 7 March 2019, the Issuer released a notice confirming that a Note Event of Default had occurred as a result of the inability to pay the full interest due under the Notes on 1 March 2019 as there were no longer sufficient funds remaining in the Liquidity Pool due to the ongoing payment default by Air Berlin and Alitalia under their respective Debt Obligations. The full amount of interest due was also not paid on 1 June 2019.

In summary, the Debt Obligations of Alitalia and Air Berlin are non-performing and there is a lack of funds in the Liquidity Pool such that Noteholders have not received full interest payments when due under the Notes and may expect that if the current situation continues they will not receive full interest payments or full principal when due under the Notes.

Steering Committee of Noteholders

A steering committee of Noteholders (the “**Steering Committee**”) has been formed for the purposes of, among other matters, the active consideration and development of a consensual resolution of the situation regarding the Notes (described above), and the Steering Committee has appointed financial advisers (“**Steering Committee’s Financial Adviser**”) and legal counsel (“**Steering Committee’s Counsel**”) in connection therewith. The Steering Committee intends to engage with relevant parties, including Etihad Airways, its stakeholders, the Issuer and the Noteholders to consider the options available to address the current situation regarding the Notes.

The Steering Committee has informed the Issuer that it has been in contact with a wide group of Noteholders holding collectively what the Steering Committee believes to be a substantial proportion

of the Notes, as well as certain holders of the EA Partners I Notes, for the purposes of consulting in respect of this Notice and initiating discussions and constructive engagement with a view to a consensual resolution of the situation regarding the Notes and the EA Partners I Notes, and Noteholders representing more than 10% of the outstanding Notes have requisitioned the Meeting in order to consider the Extraordinary Resolution.

The Steering Committee welcomes approaches from other Noteholders and notes that the Steering Committee's Financial Adviser and Steering Committee's Counsel are available to open discussions and dialogue regarding the Notes on behalf of the Steering Committee. Noteholders may contact the Steering Committee's Financial Adviser and Steering Committee's Counsel at EAPartners@pjtpartners.com and EAPartners@dechert.com.

Reimbursement of Adviser Fees

The ability of the Issuer to facilitate continued discussions and engagement with Noteholders, is dependent on the support from, and advice of its legal advisers ("**Issuer's Counsel**"). While the fees of Issuer's Counsel have historically been paid from the Operating Expenses Account, the Operating Expenses Account has become depleted and no longer has sufficient funds to enable the Issuer to continue to pay the legal fees and expenses of its counsel.

The Steering Committee has, in summary, proposed that Issuer's Counsel's fees and expenses incurred from and including the day immediately following the date on which the Extraordinary Resolution is passed (the "**Start Date**") to 31 March 2020 (the "**End Date**") are funded from the Transaction Account, to the extent of a shortfall in the Operating Expenses Account, but subject to a cap of U.S.\$30,000 per month (plus VAT and disbursements) (covering the fees of Issuer's Counsel in all applicable jurisdictions). If the Start Date is not the first day of a calendar month, the capped amounts payable in respect of the period from the Start Date to the end of that calendar month shall be pro-rated accordingly.

The Steering Committee has also, in summary, proposed that a monthly retainer of U.S.\$35,000 (plus VAT and disbursements) is paid to the Steering Committee's Financial Adviser funded from the Transaction Account from, and including, the Start Date to, and including, the End Date and the Steering Committee's Counsel's fees incurred from and including the Start Date to and including the End Date are also funded from the Transaction Account, subject to a cap of U.S.\$45,000 per month (plus VAT and disbursements) (with U.S.\$40,000 allocated to its lead counsel and U.S.\$5,000, in aggregate, allocated for counsel in all other applicable jurisdictions).

If respective legal counsel's fees are less than the aforementioned caps in any month then any unused cap will carry forward to subsequent months and may be utilised to meet fees accordingly.

Noteholders should note that advice provided by advisers to the Steering Committee is only made available to the Steering Committee. However, the Steering Committee's advisers will continue to provide updates to other Noteholders on request, where appropriate and subject to any applicable confidentiality obligations and applicable law. The Steering Committee welcomes approaches from other Noteholders wishing to join. Please note that the Steering Committee reserves the right to determine which Noteholders may join the Steering Committee

Noteholders should be aware that the passing of the Extraordinary Resolution would result in the fees of Issuer's Counsel, the fees of the Steering Committee's Counsel and the fees of the Steering Committee's Financial Adviser being paid in priority to payments of interest and principal under the Notes. Payment of such amounts will, in principle, therefore further reduce the amounts available to be paid to Noteholders on interest payment dates and/or on the Maturity Date.

Notwithstanding the foregoing, the Steering Committee is of the view that the passing of the Extraordinary Resolution would be in the best interests of the Noteholders as a whole because, among other reasons, advisers to the Steering Committee will assist the Steering Committee in opening dialogue with parties connected with the Notes with an ultimate view to a consensual resolution of the situation in respect of the Notes (described above). For the avoidance of doubt, the Steering Committee shall not be entitled to make binding decisions on behalf of all Noteholders in connection with any consensual resolution and any proposed consensual resolution would be presented to the Noteholders as a whole for approval by way of Extraordinary Resolution. The Steering Committee's advisers are expected, in particular, to assist in the co-ordination between relevant parties, and provide advice on the potential opportunities and terms to be discussed. Without having such positive engagement, the Steering Committee is concerned that the current situation regarding the Notes will continue to the detriment of the Noteholders, without having explored whether more favourable consensual outcomes are available and unless other affirmative action is taken.

Pro-Ration Deed

If EA Partners I B.V. holds a meeting to consider the passing of an extraordinary resolution in substantially the form of the Extraordinary Resolution (the “**EAP I Extraordinary Resolution**”), subject to the below, it is anticipated that the EAP I Extraordinary Resolution, if passed, would result in identical fee caps to those described above being separately provided to Issuer's Counsel, Steering Committee's Counsel and the Steering Committee's Financial Adviser in connection with the EA Partners I Notes.

Issuer's Counsel, Steering Committee's Counsel and the Steering Committee's Financial Adviser acknowledge that, to the extent the Extraordinary Resolution and the EAP I Extraordinary Resolution are both passed, the analysis and advice provided on the Notes and the EA Partners I Notes will likely be broadly similar and that this could result in significant cost savings. Issuer's Counsel, Steering Committee's Counsel and the Steering Committee's Financial Adviser have agreed that it is appropriate that any such cost savings are passed to the holders of the Notes and the EA Partners I Notes accordingly.

The Steering Committee has therefore proposed that, if both the Extraordinary Resolution and EAP I Extraordinary Resolution are passed, the caps described above would be treated as aggregate caps across both the Notes and the EA Partners I Notes. This would represent a significant cost saving when compared to the alternative position of independent and standalone fee caps applying separately to the Notes and the EA Partners I Notes. To effect such arrangement, the Issuer would enter into a pro-ration deed with EA Partners I B.V., Issuer's Counsel, Steering Committee's Counsel and Steering Committee's Financial Adviser, substantially in the form set out Annex 1 hereto (the “**Pro-Ration Deed**”). The Pro-Ration Deed would reflect an arrangement to pro-rate the payment of fees and expenses set forth in the Extraordinary Resolution between the Notes and the EA Partners I Notes based on the principal amount outstanding under each. If the Extraordinary Resolution is passed but the EAP I Extraordinary Resolution is not passed, the caps applicable to Issuer's Counsel, Steering Committee's Counsel and the Steering Committee's Financial Adviser will apply only to the Notes (and will not be subject to proration).

By way of illustration, under the Pro-Ration Deed, payment in respect of the cap applicable to Issuer's Counsel (being U.S.\$30,000 in any given calendar month) will be divided pro-rata between the Issuer and EA Partners I B.V. (based on the principal amount outstanding under each) rather than the total amount of U.S.\$30,000 applying separately to each of the Notes and the EA Partners I Notes.

If any of the Issuer's Counsel, Steering Committee's Counsel or Steering Committee's Financial Adviser are replaced, the Issuer shall be instructed to enter into an agreement in substantially the same form with the relevant successor(s). If either the Issuer or EA Partners I B.V. fails to pay any amount due under the Pro-Ration Deed, then the Pro-Ration Deed will terminate and the Issuer will be

invoiced and responsible for the full amount of fees and expenses specified in the Extraordinary Resolution.

For further detail of these proposals, please see the Extraordinary Resolution below.

Role of the Note Trustee and Security Trustee

NOTEHOLDERS MUST MAKE THEIR OWN DECISION WITH REGARD TO THE EXTRAORDINARY RESOLUTION AND WHETHER TO PROVIDE ANY FORM OF CONSENT IN RESPECT OF THE EXTRAORDINARY RESOLUTION. NONE OF THE ISSUER, THE NOTE TRUSTEE, THE SECURITY TRUSTEE, THE CASH MANAGER OR THE PRINCIPAL PAYING AGENT MAKES ANY RECOMMENDATION IN CONNECTION WITH THE MEETING. NONE OF THE ISSUER, THE NOTE TRUSTEE, THE SECURITY TRUSTEE, THE CASH MANAGER OR THE PRINCIPAL PAYING AGENT (OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES) EXPRESSES ANY VIEWS AS TO THE MERITS OF THE EXTRAORDINARY RESOLUTION SET OUT IN THE NOTICE. NONE OF THE NOTE TRUSTEE, THE SECURITY TRUSTEE, THE CASH MANAGER OR THE PRINCIPAL PAYING AGENT HAS BEEN INVOLVED IN FORMULATING THE EXTRAORDINARY RESOLUTION OR MAKES ANY REPRESENTATION THAT ALL RELEVANT INFORMATION HAS BEEN DISCLOSED TO NOTEHOLDERS IN THIS NOTICE OR THAT ANY DISCLOSED INFORMATION IS ACCURATE, COMPLETE AND NOT MISLEADING.

EACH PERSON RECEIVING THIS NOTICE IS DEEMED TO ACKNOWLEDGE THAT SUCH PERSON HAS NOT RELIED ON THE ISSUER, THE NOTE TRUSTEE, THE SECURITY TRUSTEE, THE CASH MANAGER OR THE PRINCIPAL PAYING AGENT IN CONNECTION WITH ITS DECISION ON HOW TO VOTE IN RELATION TO THE EXTRAORDINARY RESOLUTION.

NOTEHOLDERS SHOULD TAKE THEIR OWN INDEPENDENT LEGAL AND FINANCIAL ADVICE ON THE MERITS AND ON THE CONSEQUENCES OF VOTING IN FAVOUR OF THE EXTRAORDINARY RESOLUTION, INCLUDING ANY TAX CONSEQUENCES.

FOR THE AVOIDANCE OF DOUBT, THE NOTE TRUSTEE SHALL HAVE NO LIABILITY AT ANY TIME TO PAY ANY AMOUNTS THAT MAY BE OWED TO THE STEERING COMMITTEE'S FINANCIAL ADVISER, THE STEERING COMMITTEE'S COUNSEL OR TO THE ISSUER'S COUNSEL AND SUCH AMOUNTS SHALL NOT BE CLASSED AS FEES AND EXPENSES OF THE NOTE TRUSTEE.

EXTRAORDINARY RESOLUTION

“THAT this meeting (the "**Meeting**") of the Noteholders of the U.S.\$500,000,000 6.750 per cent. Notes due 2021 (ISIN: XS1423779187) of EA Partners II B.V. (the "**Notes**" and the "**Issuer**", respectively) constituted by the note trust deed dated 1 June 2016 (the "**Note Trust Deed**") made between the Issuer and BNY Mellon Corporate Trustee Services Limited (the "**Note Trustee**") as trustee for the Noteholders hereby:

1. subject to paragraph 3 below, irrevocably approves the insertion of the following new sixth limb to the Pre-Enforcement Priority of Payments in Schedule 4 (*Priorities of Payment Part I – Pre-Enforcement Priority of Payments*) to the Cash Management Agreement immediately prior to the current sixth limb (with the current limbs numbered sixth to ninth in such Pre-Enforcement Priority of Payments being re-numbered accordingly):

“sixth, in payment of the documented and properly incurred (as determined by the Issuer (acting reasonably)) fees and expenses due to the Issuer’s legal advisers (“**Issuer’s Counsel**”), to the UK legal advisers to a steering committee of Noteholders (as described in the announcement released by the Issuer dated 10 July 2019) (the “**Steering Committee**”) or any replacement legal advisers which have been sanctioned by the Steering Committee and to any counsel engaged in any other relevant jurisdiction by the Steering Committee or Steering Committee’s Counsel on behalf of the Steering Committee (collectively, the “**Steering Committee’s Counsel**”) and to the financial adviser to the Steering Committee or any replacement thereof which has been sanctioned by the Steering Committee (the “**Steering Committee’s Financial Adviser**”), as set out below:

(x) to the Issuer’s Counsel for the purposes of meeting its documented and properly incurred legal fees and expenses that the Issuer has determined (acting reasonably) are properly incurred in the period from and including [Insert date which is the date immediately following the passing of this Extraordinary Resolution] (the “**Start Date**”) to and including 31 March 2020 (the “**End Date**”), subject to the Issuer’s Counsel Cap. “**Issuer’s Counsel Cap**” shall mean up to U.S.\$30,000 per calendar month (covering fees of counsel in each applicable jurisdiction). VAT and disbursements shall be excluded from any fee cap and will be charged. If and to the extent that Issuer’s Counsel fees and expenses are less than the Issuer’s Counsel Cap in any month, then any unused amount shall carry forward to subsequent months and shall increase the Issuer’s Counsel Cap for any such subsequent month and may be utilised to meet Issuer’s counsels fees and expenses accordingly. A further approval of the Noteholders (in the form of a new Extraordinary Resolution) will need to be sought in connection with any legal fees and expenses of Issuer’s Counsel incurred after the End Date. Such fees and expenses of the Issuer’s Counsel will only be payable under this limb of the priorities of payment if the Issuer has certified to the Cash Manager that there are insufficient funds standing to the credit of the Operating Expenses Account for such purposes together with the other operating expenses of the Issuer and then only such amount shall be paid out of the funds standing to the credit of the Transaction Account as is necessary to cover any shortfall;

(y) to Steering Committee’s Counsel for the purposes of meeting its documented and properly incurred legal fees and expenses incurred in the period from and including the Start Date to and including the End Date in accordance with the scope of work agreed from time-to-time with the Steering Committee, subject to the Steering Committee’s Counsel Cap. “**Steering Committee’s Counsel Cap**” shall mean up to U.S.\$45,000 per calendar month (allocated so that U.S.\$40,000 is available for UK legal advisers and U.S.\$5,000 in aggregate for counsel in all other jurisdictions). VAT and disbursements shall be excluded from any fee cap and will be charged. If and to the extent that Steering Committee’s Counsel fees are less than Steering Committee’s Counsel Cap in any month, then any unused amount shall carry forward to subsequent months and shall increase the Steering Committee’s Counsel Cap for any such subsequent month and may be utilised to meet the Steering Committee’s Counsel’s fees and expenses accordingly. A further approval of the Noteholders (in the form of a new Extraordinary Resolution) will need to be sought in connection with any legal fees and expenses of Steering Committee’s Counsel incurred after the End Date. Such fees and expenses will only be payable under this limb of the priorities of payment if the Steering Committee’s Counsel has confirmed to the Issuer that the fees and expenses have been properly incurred in accordance with the Agreed Scope of Work (qualified, in the case of fees of local counsel, by the awareness of Steering Committee’s UK legal advisers), where “**Agreed Scope of Work**” shall mean work, which, in the opinion of the Steering Committee’s Counsel, has been undertaken in connection with or for the purposes of a consensual resolution relating to the Notes (whether or not such work also benefits the holders of the U.S.\$700,000,000 6.875% notes due 2020 issued by EA Partners I B.V. (ISIN: XS1293573397) (the “**EA Partners I Notes**”)) and, so far as the Steering Committee’s

Counsel is aware, is intended by the Steering Committee to be generally in the interests of Noteholders as a class and as a whole;

(z) U.S.\$35,000 (plus VAT) per calendar month from and including the Start Date to the Steering Committee's Financial Adviser for the purposes of meeting its documented and properly incurred fees and expenses in accordance with the scope of work agreed from time-to-time with the Steering Committee. A further approval of the Noteholders (in the form of a new Extraordinary Resolution) will need to be sought in connection with any fees and expenses of Steering Committee's Financial Adviser incurred after the End Date. Such fees and expenses will only be payable under this limb of the priorities of payment if the Steering Committee's Financial Adviser has confirmed to the Issuer that the fees and expenses have been properly incurred in accordance with the Financial Adviser's Agreed Scope of Work, where "Financial Adviser's Agreed Scope of Work" shall mean work, which, in the opinion of the Steering Committee's Financial Adviser, has been undertaken in connection with or for the purposes of a consensual resolution relating to the Notes (whether or not such work also benefits the holders of the EA Partners I Notes) and, so far as the Steering Committee's Financial Adviser is aware, is intended by the Steering Committee to be generally in the interests of Noteholders as a class and as a whole;

If the Start Date is not the first day of a calendar month, the capped amounts payable under (x), (y) and (z) above in respect of the period from the Start Date to the end of that calendar month shall be pro-rated accordingly."

2. irrevocably approves the following wording to be added as a new Clause 7.7 of the Cash Management Agreement:

"7.7 Payments to Issuer's Counsel, Steering Committee's Counsel and Steering Committee's Financial Adviser

The Note Trustee shall not be required to provide directions to the Security Trustee and/or the Cash Manager to make any payment to Issuer's Counsel, Steering Committee's Counsel or Steering Committee's Financial Adviser (as each such term is defined in Schedule 4 (Priorities of Payment Part 1 – Pre-Enforcement Priority of Payments under this Agreement) under this Agreement unless:

(a) in connection with any payment to Issuer's Counsel, the Issuer has certified to the Note Trustee, the Security Trustee and the Cash Manager no later than two Business Days prior to the relevant Note Payment Date that (i) such amounts have been properly incurred; (ii) the Issuer's Counsel Cap (as defined in Schedule 4 (Priorities of Payment Part 1 – Pre-Enforcement Priority of Payments) under this Agreement) has not been exceeded; (iii) there are insufficient funds standing to the credit of the Operating Expenses Account to pay such legal fees and expenses together with the other operating expenses of the Issuer; and (iv) only such amount necessary to cover any shortfall shall be paid out of the funds standing to the credit of the Transaction Account; and

(b) in connection with any payment to Steering Committee's Counsel or Steering Committee's Financial Adviser, the Issuer has certified to the Note Trustee, the Security Trustee and the Cash Manager no later than two Business Days prior to the relevant Note Payment Date that (i) it has received confirmation from the Steering Committee's Counsel (in respect of payments to the Steering Committee's Counsel) and the Steering Committee's Financial Adviser (in respect of payments to the Steering Committee's Financial Adviser) in the manner contemplated in Schedule 4 (Priorities of Payment Part 1 – Pre-Enforcement Priority of Payments) of this Agreement; and (ii) the Steering Committee's Counsel Cap (as defined in Schedule 4 (Priorities of Payment Part 1 – Pre-Enforcement Priority of Payments)

under this Agreement) has not been exceeded and the fees to the Steering Committee's Financial Adviser and the Steering Committee's Counsel are equal to the amounts due.

The Note Trustee shall be fully entitled to rely on, and provide instructions to the Security Trustee and/or the Cash Manager in reliance upon such confirmation, without liability to any person."

3. if this Extraordinary Resolution is passed and holders of the EA Partners I Notes approve an extraordinary resolution in substantially the form of this Extraordinary Resolution (an "**EA Partners I Resolution**"), irrevocably instruct the Issuer to enter into and comply with the terms of an agreement with EA Partners I B.V., Issuer's Counsel, Steering Committee's Counsel and Steering Committee's Financial Adviser, substantially in the form set out as Annex I to the notice including this Extraordinary Resolution;
4. irrevocably approves, instructs and authorises the Cash Manager to pay (and, if applicable, the Note Trustee to instruct the Security Trustee to instruct the Cash Manager to pay) the amounts set out in paragraphs 1, 2 and 3 of this Extraordinary Resolution pursuant to the Pre-Enforcement Priority of Payments, as modified in accordance with paragraph 1 of this Extraordinary Resolution;
5. acknowledges and agrees that nothing in this Extraordinary Resolution shall commit the Steering Committee, any member thereof or any other Noteholder to any particular course of action, including (without limitation) agreeing or pursuing any restructuring, continuing to hold Notes and/or taking or abstaining from taking any other action with respect to the Notes;
6. acknowledges and agrees that neither the Steering Committee's Counsel nor the Steering Committee's Financial Adviser will owe a duty of care and no client attorney relationship will be established between Steering Committee's Counsel or Steering Committee's Financial Adviser and the Issuer or between Steering Committee's Counsel or Steering Committee's Financial Adviser and any Noteholder or other persons (other than the members of the Steering Committee), and that each of Steering Committee's Counsel and the Steering Committee's Financial Adviser shall be entitled to resign at any time and for any reason in accordance with the terms of its respective engagement letter with the Steering Committee and, for the avoidance of doubt, that such resignation shall not require the approval of the Noteholders or be dependent upon successor counsel or adviser to the Steering Committee being in place;
7. authorises, empowers and directs the Note Trustee, the Agents and the Issuer to concur and directs the Note Trustee to direct the Security Trustee to concur in the modification and payment referred to in paragraphs, 1, 2 and 3 of this Extraordinary Resolution and, in order to give effect to and to implement the modification, forthwith to procure and, in the case of the Note Trustee, direct that the Security Trustee shall procure that a supplement to the Cash Management Agreement is executed and to concur in, and to execute and do, all such other deeds, agreements, instruments, acts and things as may be necessary, desirable or appropriate to carry out and give effect to this Extraordinary Resolution and the implementation of the modification and payments referred to in paragraphs 1 and 2 of this Extraordinary Resolution and/or the pro-rata referred to in paragraph 3 of this Extraordinary Resolution;
8. indemnifies, discharges and exonerates the Note Trustee, the Security Trustee, the Agents, the Issuer and the directors, officers and employees of the Issuer (such directors, officers and employees collectively, the "**Issuer Indemnified Persons**") in respect of all liability for which any of these parties have become or may become responsible under the Notes, the Transaction Documents or otherwise in respect of any act or omission in connection with the modification and payments referred to in paragraphs 1, 2 and 3 of this Extraordinary

Resolution, the pro-rata referred to in paragraph 3 of this Extraordinary Resolution, or its implementation;

9. sanctions and assents to every abrogation, amendment, modification, compromise or arrangement in respect of the rights of the Noteholders against the Issuer or any other person, whether or not such rights shall arise under the Note Trust Deed or otherwise, involved in or resulting from or to be effected by the modification and payments referred to in paragraphs 1 and 2 of this Extraordinary Resolution, the pro-rata referred to in paragraph 3 of this Extraordinary Resolution and its implementation;
10. waives irrevocably any claim that the Noteholders may have against the Note Trustee, the Security Trustee, the Agents, the Issuer or the Issuer Indemnified Persons arising as a result of any loss or damage which any Noteholder may suffer or incur as a result of the Note Trustee, the Security Trustee, the Agents, the Issuer Indemnified Persons or the Issuer acting upon this Extraordinary Resolution (including, without limitation, circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the Noteholders or that there is a defect in the passing of this Extraordinary Resolution) and further confirms that the Noteholders will not seek to hold the Note Trustee, the Security Trustee, the Agents, the Issuer Indemnified Persons or the Issuer liable for any such loss or damage and that neither the Note Trustee, the Security Trustee, the Agents or the Issuer shall be responsible to any person for acting upon this Extraordinary Resolution; and
11. irrevocably waives any claim that the Noteholders may have against the Note Trustee, the Security Trustee, the Agents, the Issuer Indemnified Persons and/or the Issuer which arise as a result of the parties following the direction in this Extraordinary Resolution.

Capitalised terms used in this Extraordinary Resolution shall have the meaning given to them in the Note Trust Deed.”

VOTING AND QUORUM

Meeting Provisions

The provisions governing the convening and holding of the Meeting (the “**Meeting Provisions**”) are set out in Schedule 3 to the Note Trust Deed, a copy of which is available for inspection at the registered office of the Note Trustee and the specified offices of each of the Agents.

All of the Notes are represented by a global note registered in the name of a nominee for, and deposited with, a common depositary for Clearstream Banking, S.A. (Clearstream, Luxembourg) and/or Euroclear Bank S.A./N.V. as operator of the Euroclear System (Euroclear). For the purposes of the Meeting, a Noteholder shall mean each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of the Notes.

A Noteholder wishing to attend the Meeting in person must produce at the Meeting a valid voting certificate issued by a Paying Agent relating to the Note(s) in respect of which he wishes to vote.

A Noteholder not wishing to attend and vote at the Meeting in person may either deliver his valid voting certificate(s) to the person whom he wishes to attend on his behalf or give a voting instruction (by giving his voting instructions to Clearstream, Luxembourg and/or Euroclear or on a voting instruction form obtainable from the specified offices of any of the Paying Agents set out below) instructing a Paying Agent to appoint a proxy to attend and vote at the Meeting in accordance with his instructions.

A Noteholder must request the relevant clearing system to block the Notes in his own account and to hold the same to the order or under the control of a Paying Agent not later than 48 hours before the

time appointed for holding the Meeting in order to obtain voting certificates or give voting instructions in respect of the relative Meeting. Notes so blocked will not be released until the earlier of:

- (a) the conclusion of the Meeting (or, if applicable, any adjournment of such Meeting); and
- (b)
- (i) in respect of (a) voting certificate(s), the surrender to a Paying Agent of such voting certificate(s) and notification by the relevant Paying Agent to the relevant Clearing System of such surrender or the compliance in such other manner with the rules of the relevant Clearing System; or
- (ii) in respect of voting instructions, not less than 48 hours before the time for which the Meeting (or, if applicable, any adjournment of such Meeting) is convened, the notification in writing of any revocation of a Noteholder's previous instructions to the Paying Agent and the same then being notified in writing by the Paying Agent to the Issuer at least 24 hours before the time appointed for holding the Meeting and such Notes ceasing in accordance with the procedures of the relevant Clearing System and with the agreement of such Paying Agent to be held to its order or under its control.

The Issuer's Interpretation is Final

The Issuer's interpretation of the terms and conditions of the Extraordinary Resolution and the Notice shall be final and binding. Any reference in this Notice to voting instructions shall be deemed to include, unless the context otherwise requires, any notice or instruction provided to the Clearing Systems by a Noteholder requesting a voting certificate and specifying by name the person (which need not be the Noteholder himself) to collect the voting certificate and attend and vote at the Meeting. No alternative, conditional or contingent giving of electronic voting instructions will be accepted. Unless waived by the Issuer, any defects or irregularities in connection with the giving of electronic voting instructions must be cured within such time as is permitted in accordance with the procedures of the relevant Clearing System. Neither the Issuer nor the Note Trustee, the Principal Paying Agent or any other person will be under any duty to give notification of any defects or irregularities in such electronic voting instructions nor will such entities incur any liability for failure to give such notification. Such electronic voting instructions will not be deemed to have been delivered until such defects or irregularities have been cured or waived.

All questions as to the validity, form and eligibility (including timing of receipt) in relation to electronic voting instructions will be determined by the Issuer in its sole discretion, which determination shall be conclusive and binding. The Issuer reserves the right to reject any or all electronic voting instructions that are not in proper form or the acceptance of which could, in the opinion of the Issuer or its counsel, be unlawful (including, without limitation, as a result of the binding requirements of any applicable Sanctions Authority). The Issuer also reserves the right to waive any and all defects or irregularities in connection with deliveries of particular electronic voting instructions, including, without limitation, with respect to the timing of delivery of such electronic voting instructions, whether or not similar defects or irregularities are waived in respect of other electronic voting instructions. "**Sanctions Authority**" means the United States Government, the United Nations, the European Union (or any of its Member States, including, without limitation, the United Kingdom), any other relevant governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions, or the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of the Treasury, the United States Department of Commerce, and Her Majesty's Treasury.

Required Quorum

The quorum for the Extraordinary Resolution is one or more Eligible Persons present and holding or representing in the aggregate more than 50 per cent. of the aggregate Principal Amount Outstanding of the Notes for the time being outstanding or, at any adjourned meeting, one or more Eligible Persons present whatever the principal amount of the Notes then outstanding so held or represented by them.

If within 15 minutes (or such longer period not exceeding 30 minutes as the chairman may decide) after the time appointed for the Meeting a quorum is not present for the transaction of any particular business, the Meeting shall stand adjourned for such period, being not less than 13 Clear Days nor more than 42 Clear Days, and to such place as may be appointed by the chairman and approved by the Note Trustee. 10 Clear Days' notice shall be given of any adjourned meeting in the same manner as this Notice.

If the Meeting is adjourned for lack of quorum, it is the Issuer's intention to arrange for the convening of an adjourned meeting to be held as soon as reasonably practicable (in accordance with the Note Trust Deed) following such adjournment.

Required Votes

The Extraordinary Resolution must be passed at a Meeting duly convened and held in accordance with the provisions of Schedule 3 to the Note Trust Deed by a majority of more than 75 per cent. of the votes cast (the "**Required Votes**"). The effectiveness of the Extraordinary Resolution is described further below under "*Consequences of the Extraordinary Resolution Being Approved*".

Voting Procedures at the Meeting

Every question submitted to the Meeting shall be decided in the first instance by a show of hands. In a case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Noteholder or as a holder of a voting certificate or as a proxy.

A poll may be demanded (before or on the declaration of the result of the show of hands) by the chairman, the Issuer, the Note Trustee or any Eligible Persons present holding or representing in the aggregate not less than 2 per cent. of the Principal Amount Outstanding of Notes then outstanding.

Every Eligible Person who is present in person shall have: (a) on a show of hands, one vote; and (b) on a poll, one vote in respect of each U.S.\$1,000 (or such other amount as the Note Trustee may in its absolute discretion stipulate) in Principal Amount Outstanding of the Notes represented by such Eligible Person.

Any director or officer of the Note Trustee, its lawyers and financial advisers, any director or officer of the Issuer, its lawyers and financial advisers, any director or officer of any of the Paying Agents and any other person authorised so to do by the Note Trustee may attend and speak at any meeting. Save as aforesaid, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting unless he is an Eligible Person.

IMPORTANT NOTICE TO NOTEHOLDERS REGARDING ELECTRONIC VOTING INSTRUCTIONS

A Noteholder may communicate electronic voting instructions through the Clearing Systems to the Principal Paying Agent as to how it wishes the votes in respect of the Notes beneficially owned by it to be cast at the Meeting.

The Clearing Systems may require electronic voting instructions with respect to the Extraordinary Resolution for Noteholders who are their accountholders sufficiently in advance of the Expiration

Time on the Expiration Date so that such instructions may be communicated to the Principal Paying Agent prior to the stated deadline.

Noteholders whose Notes are held on their behalf by a Direct Participant, broker, dealer, commercial bank, custodian, trust company or accountholder must contact and request such Direct Participant, broker, dealer, commercial bank, custodian, trust company or accountholder to effect the relevant electronic voting instructions on their behalf sufficiently in advance of the Expiration Time on the Expiration Date in order for such instructions to be delivered to the Clearing System(s) in accordance with any deadlines they may set and in time for transmission to the Principal Paying Agent prior to the stated deadline.

Noteholders that are Direct Participants must provide their electronic voting instructions by transmitting them or procuring their transmission to the Clearing System(s), causing the Notes that are held by them to be blocked in the relevant Clearing System.

A Noteholder may approve, reject, or abstain, in respect of the Extraordinary Resolution by communicating voting instructions in favour or against the Extraordinary Resolution or by abstaining from voting on the Extraordinary Resolution.

Voting instructions must be given to the Principal Paying Agent by delivery of a voting instruction or otherwise in accordance with the usual procedures of the Clearing Systems. (See “*Voting and Quorum*” above). If the Extraordinary Resolution is passed at the Meeting, each Noteholder will be bound by the Extraordinary Resolution, without regard to whether or not such Noteholder was present at such Meeting and whether or not such Noteholder voted in favour of that Extraordinary Resolution.

By delivering voting instructions in favour of the Extraordinary Resolution pursuant to any of the procedures described under “*Voting and Quorum*”, a Noteholder shall be deemed to: (i) acknowledge receipt of this Notice; (ii) authorise the Issuer and instruct and authorise the Note Trustee, the Agents, the Security Trustee and the Common Representative (as applicable) to take all necessary actions to execute the documentation referred to in the Extraordinary Resolution if the Extraordinary Resolution is passed; and (iii) agree to execute and deliver, upon request, any additional documents deemed by the Issuer to be necessary or desirable to perfect such Noteholder’s voting instructions.

The delivery of an electronic voting instruction by a Noteholder will constitute a binding agreement between the Noteholder and the Issuer in accordance with the terms and subject to the conditions set out in this Notice and in the electronic voting instruction. Such agreement will become binding upon receipt by the relevant Clearing System of a valid electronic voting instruction.

CONDITIONS TO THE EXTRAORDINARY RESOLUTION

1. The implementation of the Extraordinary Resolution, if approved, is subject to the absence of any law or regulation that would, and the absence of any injunction or action or other proceeding (pending or threatened) that could, make unlawful or invalid or enjoin the implementation of the Extraordinary Resolution or question the legality or validity thereof.
2. The implementation of the amendments referred to in paragraphs 1 and 2 of the Extraordinary Resolution, if the Extraordinary Resolution is approved, is conditional upon all relevant parties to the Cash Management Agreement agreeing to execute the supplement to the Cash Management Agreement.
3. If the holders of the EA Partners I Notes approve an extraordinary resolution in substantially the form of the Extraordinary Resolution, the implementation of the pro-rata referred to in paragraph 3 of the Extraordinary Resolution, if the Extraordinary Resolution is approved, is conditional upon the Issuer’s Counsel, the Steering Committee’s Counsel and the Steering Committee’s Financial Adviser entering into an agreement to reflect the necessary arrangement

to pro-rate the payment of fees and expenses set forth in the Extraordinary Resolution between the Notes and the EA Partners I Notes based on the principal amount outstanding under each, substantially in the form set out in Annex I to this notice.

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

Each Noteholder submitting a valid electronic voting instruction acknowledges, represents, warrants and undertakes, on each of the relevant times and dates specified, that:

- i. it has received, reviewed and accepts the terms, conditions and other considerations set forth in this Notice and understands that the Noteholder is consenting to the Extraordinary Resolution upon the terms and subject to the conditions set forth in this Notice;
- ii. with respect to a Noteholder delivering voting instructions, it authorises, directs and requests the execution and delivery of the documentation referred to in the Extraordinary Resolution;
- iii. it is assuming all the risks inherent in participating in the Meeting and has undertaken all appropriate analyses of the implications of the Meeting without reliance on the Issuer, the Note Trustee, the Security Trustee or the Principal Paying Agent;
- iv. it has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or requisite payments due from it in each respect in connection with any vote in favour or acceptance of the Extraordinary Resolution, in any jurisdiction and that it has not taken or omitted to take any action in breach of the representations or which will or may result in the Issuer or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with any votes in favour of the Extraordinary Resolution;
- v. it has full power and authority to provide electronic voting instructions to appoint a proxy to vote in the Meeting in respect of all Notes which are the subject of that Noteholder's electronic voting instruction;
- vi. each electronic voting instruction is made on the terms and conditions set out in this Notice;
- vii. each electronic voting instruction is being submitted in compliance with the applicable laws or regulations of the jurisdiction in which the Noteholder is located or in which it is resident and no registration, approval or filing with any regulatory authority of such jurisdiction is required in connection with each such instruction;
- viii. by blocking Notes in the relevant Clearing System (which shall be necessary in order to vote on the Extraordinary Resolution), it will be deemed to consent to the relevant Clearing System providing details concerning the identity of its Direct Participant to the Issuer, the Note Trustee, the Security Trustee, the Principal Paying Agent and their respective legal advisers;
- ix. it instructs the Direct Participant to (i) appoint the Principal Paying Agent as its proxy to vote at the Meeting in accordance with its directions or (ii) such other person as proxy to attend and vote at the Meeting, in each case in respect of all of the Notes in its account blocked in the relevant Clearing System;
- x. it agrees to ratify and confirm each and every act or thing that may be done or effected by the Issuer, any of its respective directors or any person nominated by the Issuer in the proper exercise of his or her powers and/or authority hereunder;

- xi. it agrees to do all such acts and things as shall be necessary and execute any additional documents deemed by the Issuer to be desirable, in each case to perfect any of the authorities expressed to be given hereunder, and also appoints the Principal Paying Agent as its authorised attorney to do so on its behalf;
- xii. it will, upon request, execute and deliver any additional documents and/or do such other things deemed by the Issuer to be necessary or desirable to effect delivery of the votes related to the Notes or to evidence such power and authority, and also appoints the Principal Paying Agent as its authorised attorney to do so on its behalf;
- xiii. it holds and will hold, until the conclusion of the Meeting or any adjourned Meeting as the case may be, the Notes, blocked in the relevant Clearing System and, in accordance with the requirements of the relevant Clearing System and by the deadline required by the relevant Clearing System, it has submitted, or has caused to be submitted, an electronic voting instruction to the relevant Clearing System, as the case may be, to authorise the blocking of the Notes with effect on and from the date thereof so that no transfers of the Notes may be effected;
- xiv. it acknowledges that none of the Issuer, the Principal Paying Agent, the Security Trustee and the Note Trustee or any of their respective affiliates, directors or employees has made any recommendation as to whether to vote in favour of the Extraordinary Resolution and it represents that it has made its own decision with regard to voting in respect of the Extraordinary Resolution, based on any legal, tax or financial advice that it has deemed necessary to seek;
- xv. it acknowledges that all authority conferred or agreed to be conferred pursuant to these acknowledgements, representations, warranties and undertakings and every obligation of the Noteholder offering to vote in favour of the Extraordinary Resolution shall to the extent permitted by applicable law be binding upon the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of the Noteholder voting in favour of the Extraordinary Resolution and shall not be affected by, and shall survive, the death or incapacity of the Noteholder voting in favour of the Extraordinary Resolution, as the case may be;
- xvi. it acknowledges that no information has been provided to it by the Issuer, the Principal Paying Agent, the Security Trustee, the Note Trustee or any of their respective affiliates, directors or employees with regard to the tax consequences to Noteholders arising from the partial redemption of the Notes and acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Meeting and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Issuer, the Principal Paying Agent, the Security Trustee, the Note Trustee or any of their affiliates, directors or employees or any other person in respect of such taxes and payments;
- xvii. it is not a person from whom it is unlawful to seek approval of the Extraordinary Resolution, to receive this Notice or otherwise to participate in the Meeting;
- xviii. the terms and conditions of the Notice shall be deemed to be incorporated in, and form a part of, the electronic voting instruction which shall be read and construed accordingly and that the information given by or on behalf of such Noteholder in the electronic voting instruction is true and will be true in all respects at the time of the applicable Meeting;
- xix. it understands that the Notes have not been and will not be registered under the Securities Act and that if in the future it decides to offer, resell, pledge or otherwise transfer any of the Notes, such Notes may be offered, resold, pledged or otherwise transferred only (i) outside

the United States in a transaction complying with the provisions of Rule 904 of Regulation S under the Securities Act, (ii) pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or (iii) to the Issuer, in each case, in accordance with any applicable securities laws; and

- xx. it declares and acknowledges that he/she is not (a) a person that is, or is owned or controlled by a person that is, described or designated as a "specially designated national" or "blocked person" in the most current U.S. Treasury Department list of "Specially Designated National and Blocked Persons" or an entity included in the Sectorial Sanctions Identifications List or in the European Union and UK Consolidated Lists of financial sanctions; (b) a person that is organized, resident or located in a country or territory subject to comprehensive or country-wide economic sanctions; (c) currently subject to, or in violation of, any sanctions under the laws and regulations that have been officially published and are administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State), or any enabling legislation or executive order relating thereto; or any equivalent sanctions or measures officially published and imposed by the European Union, any member state of the European Union, the United Kingdom's Her Majesty's Treasury, the United Nations or any other relevant sanctions authority, including sanctions imposed against certain states, organizations and individuals under the European Union's Common Foreign & Security Policy; or (d) a person acting for or on behalf of any of the foregoing parties (each, a "**Sanctions Restricted Person**").

NOTE TRUSTEE AND SECURITY TRUSTEE

The terms of the Extraordinary Resolution have not been formulated or negotiated by the Note Trustee or the Security Trustee and nothing in this Notice should be construed as a recommendation to Noteholders from the Note Trustee or the Security Trustee to vote in favour of, against, or abstain from voting in respect of the Extraordinary Resolution. The Note Trustee or the Security Trustee has not been involved in the formulation of the Extraordinary Resolution and, in accordance with normal practice, express no opinion on the merits of the Extraordinary Resolution. Noteholders should take their own independent legal and financial advice on the merits and on the consequences of voting in favour of the applicable Extraordinary Resolution, including any tax consequences.

The Principal Paying Agent is an agent of the Issuer and it is not an agent of the Note Trustee

GOVERNING LAW

The terms of this Notice and any non-contractual obligations arising out of or in connection with the Notice shall be governed by and construed in accordance with English law. By submitting an electronic voting instruction or otherwise appointing a proxy, a Noteholder irrevocably and unconditionally agrees for the benefit of the Issuer, Note Trustee and the Principal Paying Agent that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Notice or any of the documents referred to herein or any non-contractual obligations arising out of or in connection with the Notice or such documents and that, accordingly, any suit, action or proceedings arising out of or in connection with the foregoing may be brought in such courts.

TERMINATION OR AMENDMENT

The Issuer reserves the right for any reason, in its sole discretion, to terminate or amend the Notice with respect to the Notes at any time prior to the Meeting by giving written notice thereof to the Noteholders and the Note Trustee. Notice of any termination or amendment of a Notice by the Issuer will be made by press release or other public announcement and through the clearing systems. Failure

of any Noteholder or Beneficial Owner to be so notified will not affect the termination or amendment of the Notice.

DOCUMENTATION

Drafts of any documentation referred to in this Notice but not included herein will be made available electronically to Noteholders no later than 5 Business Days before the date fixed for the Meeting, subject to Noteholders being able to verify their holdings to the Issuer.

CONSEQUENCES OF THE EXTRAORDINARY RESOLUTION BEING APPROVED

The Extraordinary Resolution, if duly approved, will be binding on all of the Noteholders, whether they vote in favour of the Extraordinary Resolution or not, and each Noteholder shall be bound to give effect to the Extraordinary Resolution, and the related documentation.

This Notice is given by EA Partners II B.V.

Noteholders should contact the following for further information:

Issuer

EA Partners II B.V.
De Cuserstraat 91, 1081
CN Amsterdam, The Netherlands
Attention: EA Partners II B.V.
Email: info@eapartners2.nl

Principal Paying Agent

The Bank of New York Mellon, London Branch
One Canada Square
London E14 5AL

Date: 2 September 2019

ANNEX I – FORM OF PRO-RATION DEED

THIS PRO-RATION DEED (this “Deed”) is made on _____ 2019

BETWEEN:

- (1) EA Partners I B.V. (“EAP I”)
- (2) EA Partners II B.V. (“EAP II”)
- (3) [*Issuer’s Counsel*] (“Issuer’s Counsel”)
- (4) [*Steering Committee Counsel*] (“Steering Committee’s Counsel”)
- (5) [*Steering Committee Financial Adviser*] (“Steering Committee’s Financial Adviser”)

WHEREAS

- (A) EAP I is the issuer of the U.S.\$700,000,000 6.875 per cent. notes due 2020 (ISIN: XS1293573397) (the “EAP I Notes”).
- (B) EAP II is the issuer of the U.S.\$ 500,000,000 6.75% notes due 2021 (ISIN: XS1423779187) (the “EAP II Notes”).
- (C) On [date], at a meeting of the holders of the [EAP I Notes (the “EAP I Noteholders”) / EAP II Notes (the “EAP II Noteholders”)], the [EAP I Noteholders / EAP II Noteholders] passed an Extraordinary Resolution approving the payment of certain fees and expenses to the Issuer’s Counsel, the Steering Committee’s Counsel and the Steering Committee’s Financial Adviser on the terms set out in the Extraordinary Resolution [(the “EAP I Resolution”) / (the “EAP II Resolution”)].
- (D) On [date], at a meeting of the holders of the [EAP I Notes (the “EAP I Noteholders”) / EAP II Notes (the “EAP II Noteholders”)], the [EAP I Noteholders / EAP II Noteholders] passed an Extraordinary Resolution in substantially the same form as the [EAP I Resolution / the EAP II Resolution] [(the “EAP I Resolution”, and, together with the EAP II Resolution, the “Extraordinary Resolutions”) / (the “EAP II Resolution” and, together with the EAP I Resolution, the “Extraordinary Resolutions”)].
- (E) Pursuant to the terms of the Extraordinary Resolutions, the EAP I Noteholders have instructed EAP I and the EAP II Noteholders have instructed EAP II to enter into an agreement to reflect the necessary arrangement to pro-rate the payment of the fees and expenses set forth in the Extraordinary Resolutions between the EAP I Notes and the EAP II Notes based on the principal amount outstanding under each.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

- 1.1 Terms defined in the Extraordinary Resolutions or the Note Trust Deed constituting the EAP I Notes or the EAP II Notes shall have the same meaning when used in this Deed unless a contrary indication appears herein.

2. PRO-RATION OF AMOUNTS PAYABLE

- 2.1 In accordance with the terms of the Extraordinary Resolutions, the parties agree that, with effect from the date on which the Start Date has occurred under each Extraordinary Resolution (i) the caps or specified amounts set out in each of the Extraordinary Resolutions shall be aggregated (so shall not apply separately to the EAP I Notes and the EAP II Notes); and (ii) subject to this aggregation,

- the fees and expenses set forth in the Extraordinary Resolutions payable to Issuer's Counsel, Steering Committee's Counsel and Steering Committee's Financial Adviser shall be pro-rated for payment by EAP I and EAP II based on the principal amount of each of the EAP I Notes and EAP II Notes outstanding as at the date of the relevant invoice as a proportion of the aggregate principal amount of the EAP I and the EAP II Notes then outstanding.
- 2.2 If either EAP I or EAP II fails to pay any amount due under this Deed on a Note Payment Date in accordance with the relevant Pre-Enforcement Priority of Payments, then the pro-ration arrangements set out in this Deed will terminate and each of EAP I and EAP II shall be required to pay the full amount of fees and expenses set out in the EAP I Resolution and the EAP II Resolution, respectively.
 - 2.3 As at the date of this Deed, the principal amount of EAP I Notes outstanding is [U.S.\$700,000,000] and the principal amount of EAP II Notes outstanding is [U.S.\$500,000,000]. Each of Issuer's Counsel, Steering Committee's Counsel and Steering Committee's Financial Adviser may use and rely upon these figures for purposes of calculating the pro-rated amounts payable and for purposes of invoicing, unless EAP I or EAP II provides written notice of a change to the principal amount of notes outstanding.
 - 2.4 Each of Issuer's Counsel, Steering Committee's Counsel and Steering Committee's Financial Adviser shall be entitled to use the figures most recently notified to it as of the date on which it issues its invoice for purposes of calculating the pro-rated amounts and shall not be required to effect any additional calculations or pro-rations as a result of changes to the principal amount that may occur during a calendar month or otherwise between invoicing periods.
 - 2.5 Each of Issuer's Counsel, Steering Committee's Counsel and Steering Committee's Financial Adviser shall prepare and issue invoices to each of EAP I and EAP II showing the pro-ration effected by this Clause 2 (and copied to the relevant Cash Manager) as soon as practicable following the end of each calendar month for the relevant portion of fees due in compliance with the terms of the Extraordinary Resolutions and which shall be payable, subject to Clauses 2.6 and 2.7 below, on the next Note Payment Date following issue of the relevant invoice. In no event shall the Cash Manager, the Security Trustee or the Note Trustee be required to calculate or verify the pro-rated amounts. Any such invoice shall only be considered for payment pursuant to the Pre-Enforcement Priority of Payments if it is delivered to the Issuer and the Cash Manager prior to the Determination Date for the relevant Note Payment Date.
 - 2.6 If the Start Date (as defined in the Extraordinary Resolutions) is (i) not the first day of a calendar month; and/or (ii) different for each of the EAP I Notes and the EAP II Notes, amounts payable to the Issuer's Counsel, the Steering Committee's Counsel and Steering Committee's Financial Adviser shall be pro-rated accordingly.
 - 2.7 Each of Issuer's Counsel, Steering Committee's Counsel and Steering Committee's Financial Advisor acknowledges and agrees that payment of any fees and expenses is subject to there being funds available on the relevant Note Payment Date pursuant to the Pre-Enforcement Priority of Payments. If amounts invoiced are not paid on a Note Payment Date due to a lack of funds (or any other reason), such amounts shall be carried forward for payment on the next Note Payment Date on which there are sufficient funds to effect payment in accordance with the Pre-Enforcement Priority of Payments.
- 3. REPLACEMENT OF ADVISERS**
- 3.1 If any of Issuer's Counsel, Steering Committee's Counsel or Steering Committee's Financial Adviser is replaced by a new adviser (a "**Replacement Adviser**"), each of EAP I, EAP II and the remaining advisers shall enter into either an amendment to this Deed or a further pro-ration deed with the Replacement Adviser, on substantially the same terms, and reflecting the same pro-ration mechanics, as set out in this Deed.

4. MISCELLANEOUS

- 4.1 No person other than a party to this Deed has any rights under the Contracts (Rights of Third Parties) Act 1999 or other analogous law in any jurisdiction from time to time to enforce any provision of this Deed.
- 4.2 This Deed may be entered into in any number of counterparts and any party may enter into this Deed by executing any counterpart. A counterpart constitutes an original of this Deed and all executed counterparts together have the same effect as if each party had executed the same document.
- 4.3 If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.
- 4.4 Each of EAP I and EAP II acknowledge that neither the Steering Committee's Counsel nor the Steering Committee's Financial Adviser will owe a duty of care and no client attorney relationship will be established between Steering Committee's Counsel or Steering Committee's Financial Adviser and EAP I or EAP II or between Steering Committee's Counsel or Steering Committee's Financial Adviser and any EAP I Noteholder, EAP II Noteholder or other persons (other than the members of the Steering Committee), and that each of Steering Committee's Counsel and the Steering Committee's Financial Adviser shall be entitled to resign at any time and for any reason in accordance with the terms of its respective engagement letter with the Steering Committee and, for the avoidance of doubt, that such resignation shall not require the approval of EAP I, EAP II or the Noteholders or be dependent upon successor counsel or adviser to the Steering Committee being in place.

5. GOVERNING LAW AND JURISDICTION

- 5.1 This Deed, and any non-contractual claims arising out of or in connection with it, shall be governed by English law.
- 5.2 The parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**"). The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

IN WITNESS WHEREOF this Deed has been duly executed and delivered as a deed on the date stated at the beginning of this Deed.

EXECUTED as a **DEED** by **EA PARTNERS I B.V.** acting by:

[•] as [•]: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

EXECUTED as a **DEED** by **EA PARTNERS II B.V.** acting by:

[•] as [•]: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

EXECUTED as a **DEED** by [*Issuer's Counsel*] acting by:

[•] as [•]: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

EXECUTED as a **DEED** by [*Steering Committee's Counsel*] acting by:

[•] as [•]: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

EXECUTED as a **DEED** by [*Steering Committee's Financial Adviser*] acting by:

[•] as [•]: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____