

**To:** Goldman Sachs International (as Investment Agent)  
**From:** RA Holdco 2 LLC (as Exit Purchaser) and RA Holdco 1 Limited (as Parent)  
**Date:** 23 December 2014

**Consent Request Letter – Amendment to Next Deferred Payment Date**

Dear Sirs,

We refer to the Superpriority Debtor-in-Possession and Exit Facility Master Murabaha Agreement, dated 13 June 2013 (as amended pursuant to amendments dated 10 July 2013, 31 July 2013 and 10 September 2013 and as further amended, modified, extended, restated, replaced or supplemented from time to time, the “**Murabaha Agreement**”) among Arcapita Investment Holdings Limited as the DIP purchaser, Goldman Sachs International as the investment agent (the “**Investment Agent**”) and the entities named as original guarantors therein.

Capitalised terms used but not defined in this letter (this “**Letter**”) shall have the meanings given to them in the Murabaha Agreement.

**1. REQUEST**

- 1.1 The purpose of this Letter is to request the consent of the requisite Participants to amend the Murabaha Agreement such that the Deferred Payment Date in relation to any Purchase Contract entered into on 30 December 2014 should fall on 15 January 2015, notwithstanding the reference to 3 months in the introductory paragraph to the definition of “Deferred Payment Date” in the Murabaha Agreement (the “**Request**”).
- 1.2 We seek the consent of the Majority Participants to the Request in accordance with Clause 27 (*Amendments and Waivers*) of the Investment Agency Agreement.

**2. CONSENT REQUEST**

- 2.1 Pursuant to Clause 27.1(a) (*Required Consents*) of the Investment Agency Agreement, the Exit Purchaser hereby requests that the Majority Participants consent to the Request.
- 2.2 We request that the Investment Agent please confirm its consent, and the consent of the Majority Participants, to the Request promptly upon receiving confirmation from the Majority Participants that they have consented to the Request by executing a letter in the form set out in Schedule 1 to this Letter (the “**Consent Letter**”).
- 2.3 If the Consent Letter is executed by the Investment Agent on behalf of itself and the Participants by no later than 4pm New York time on Wednesday, 24 December 2014 and the Consent Letter is countersigned by the Exit Purchaser and the Parent prior to 5pm New York time on Wednesday 24 December 2014, the Exit Purchaser hereby agrees to pay, or procure that one or more other Obligor shall pay, to the Investment Agent (for the account of each Participant in the proportion that its Participation bears to the aggregate Participation of the Participants in each case as at the date of the Consent Letter) by 5pm New York time on Friday, 26 December 2014, a non-refundable administrative fee of 0.25% of the aggregate Participations of the Participants as at the date of the Consent Letter (the “**Participant Administration Fee**”), which shall be fully earned on the date the Exit Purchaser and the Parent countersign the Consent Letter. The Exit Purchaser agrees that, if earned, any failure to pay the Participant Administration Fee shall constitute an immediate Event of Default.
- 2.4 Clause 21.10 (*Business Days*) of the Investment Agency Agreement shall not apply to the payment of the Participant Administration Fee which is due and payable by 5pm New York

time on Friday, 26 December 2014 notwithstanding the fact that such day is not a Business Day.

Please do not hesitate to contact us should you have any queries.

Yours faithfully



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For and on behalf of  
**RA HOLDCO 2 LLC**  
as the Exit Purchaser



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For and on behalf of  
**RA HOLDCO 1 LIMITED**  
as the Parent

**SCHEDULE 1  
FORM OF CONSENT LETTER**

[ ● ]2014

To: RA Holdco 2 LLC (the “**Exit Purchaser**”)  
RA Holdco 1 Limited (the “**Parent**”)

Dear Sirs,

**Superpriority Debtor-in-Possession and Exit Facility Master Murabaha Agreement, dated 13 June 2013 (as amended pursuant to amendments dated 10 July 2013, 31 July 2013 and 10 September 2013, the “Murabaha Agreement”) among Arcapita Investment Holdings Limited as the DIP purchaser, Goldman Sachs International as the investment agent (the “Investment Agent”) and the entities named as original guarantors therein**

We refer to (i) the Murabaha Agreement; and (ii) the letter dated 23 December 2014 from the Exit Purchaser to the Investment Agent (the “**Deferred Payment Date Request Letter**”). Terms defined in the Murabaha Agreement and the Deferred Payment Date Request Letter shall have the same meaning when used in this letter.

## **1. BACKGROUND**

- (a) The next Deferred Payment Date is scheduled to fall on 30 December 2014.
- (b) Pursuant to the Deferred Payment Date Request Letter, you have asked that, notwithstanding the reference to 3 months in the introductory paragraph to the definition of “Deferred Payment Date” in the Murabaha Agreement, the Deferred Payment Date in relation to any Purchase Contract entered into on 30 December 2014 (the “**Relevant Purchase Contract**”) should fall on 15 January 2015 (the “**Request**”).

## **2. CONSENT**

Subject to the other provisions of this letter, and acting on the instructions of the Majority Participants, we hereby confirm that the Majority Participants have granted your Request.

## **3. CONDITIONS AND AMENDMENT**

- (a) Provided that the Investment Agent receives:
  - (i) prior to 5pm New York time on 24 December 2014 counterpart signature pages of this letter duly executed by the Exit Purchaser, the Parent and the Investment Agent; and
  - (ii) prior to 5pm New York time on 26 December 2014 payment of the Participant Administration Fee (defined below) in accordance with paragraph 4 below,

for the purposes only of the Relevant Purchase Contract, the definition of Deferred Payment Date shall be deemed to read as follows:

“**Deferred Payment Date**” means, in respect of a Deferred Sale Price, the date set out in the Offer Letter applicable to that Deferred Sale Price and which shall be 15 January 2015.”

- (b) For the avoidance of doubt:
- (i) the Deferred Payment Date of any Purchase Contracts other than the Relevant Purchase Contract; and
  - (ii) if the conditions specified in paragraph (a) above are not satisfied prior to the applicable time limits specified therein, the Deferred Payment Date for the Relevant Purchase Contract,

shall be calculated in accordance with the definition of Deferred Payment Date as set out in the Murabaha Agreement in its form immediately prior to the date of this letter.

#### **4. PARTICIPANT ADMINISTRATION FEE**

- (a) Provided that the Exit Purchaser and the Parent have countersigned this letter, the Exit Purchaser shall pay, or procure that one or more other Obligors shall pay, to the Investment Agent (for the account of each Participant in the proportion that its Participation bears to the aggregate Participations of the Participants (in each case as at the date of this letter)) on or before 5pm New York time on 26 December 2014, a non-refundable administrative fee of 0.25 % of the aggregate Participations of the Participants as at the date of this letter (the “**Participant Administration Fee**”), which shall be fully earned on the date the Exit Purchaser and the Parent countersign this letter. If earned, failure to pay the Participant Administration Fee shall constitute an immediate Event of Default.
- (b) Clause 21.10 (*Business Days*) of the Investment Agency Agreement shall not apply to the payment of the Participant Administration Fee which, if earned, is due and payable by 5pm New York time on 26 December 2014 notwithstanding the fact that such day is not a Business Day.

#### **5. REPRESENTATIONS AND WARRANTIES**

The Exit Purchaser makes the representations and warranties set out in the following provisions of this paragraph 5 to each Finance Party and acknowledges that the Request has been granted in full reliance on those representations and warranties. The representations and warranties in this paragraph 5 are made on the date of this letter and shall be deemed to be repeated on the date, if any, on which the conditions set out in paragraph 3(a) (*Conditions and Amendment*) are satisfied.

##### **5.1 Binding obligations**

Subject to the Legal Reservations:

- (a) it has duly executed and delivered this letter; and
- (b) the obligations expressed to be assumed by it in this letter are legal, valid, binding and enforceable obligations.

##### **5.2 Non-conflict with other obligations**

The entry into and performance by it of this letter do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) the constitutional documents of any member of the Group; or
- (c) any agreement or instrument binding upon it or any member of the Group or any of its or any member of the Group's assets or constitute a default or termination event (however described) under any such agreement or instrument.

### **5.3 Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this letter.

### **5.4 Validity and admissibility in evidence**

Subject to the Legal Reservations, all Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this letter; and
- (b) to make this letter admissible in evidence in its Relevant Jurisdictions,

have been obtained or effected and are in full force and effect.

### **5.5 No default**

No Default or Event of Default is continuing.

### **5.6 Incorporation of Repeating Representations**

Each of the Repeating Representations is true and correct in all material respects on the Effective Date, except for representations qualified by materiality or Material Adverse Effect, in which case such representations and warranties are true and correct in all respects on the Effective Date (or such earlier date as may be expressly referenced in the relevant Repeating Representation).

## **6. RESERVATION OF RIGHTS**

The Request has been granted strictly on the basis of the terms of this letter and without prejudice to the rights of the Finance Parties. Nothing in this letter shall be deemed to constitute a waiver of any Event or Default or any further consent under any Finance Document. The terms of the Finance Documents remain in full force and effect.

## **7. MISCELLANEOUS**

- (a) This letter is designated as a Finance Document.
- (b) Unless expressly provided to the contrary in this Amendment, a person who is not a party to this Amendment has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this letter.
- (c) The Investment Agent executes this letter for itself and on behalf of each other Participant pursuant to the authority granted by paragraph (b) of Clause 27.1 (*Required consents*) of the Investment Agency Agreement.

- (d) The Parent executes this letter for itself and on behalf of each other Obligor pursuant to the authority granted by Clause 1.4 (*Obligors' Agent*) of the Investment Agency Agreement.
- (e) The provisions of Clauses 17 (*Fees and Expenses*), 18 (*Indemnities*), 20 (*Miscellaneous*), 21 (*Notices*) and 23 (*Governing Law and Dispute Resolution*) of the Murabaha Agreement and Clause 21 (*Payment Mechanics*) of the Investment Agency Agreement are hereby incorporated herein by reference.
- (f) This letter may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

**8. GOVERNING LAW**

This letter and any non-contractual obligations arising out of or in relation to it shall be governed by and construed in accordance with English law.

Yours faithfully,

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for and on behalf of the Investment Agent  
on behalf of itself and the Participants



We agree to the terms of this letter:

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for and on behalf of **RA HOLDCO 2 LLC**  
as the Exit Purchaser

We acknowledge and agree to the terms of this letter:

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for and on behalf of **RA HOLDCO 1 LIMITED**  
on behalf of the Obligors