

MR01

Particulars of a charge



Companies House

✓ 201112/23



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable
Please see 'How to pay'

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is for**
You may not use this form to
register a charge which is not
an instrument. Use form MR02



AABI3HN6

A06

23/08/2021

#299

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1

Company details

Company number 07117117

Company name in full InfraRed Infrastructure III General Partner Limited ✓

acting in its capacity as general partner for InfraRed Infrastructure III (No.3) LP (company no: LP014555)

0011 For official use

→ Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Charge creation date

Charge creation date d 1 6 m 0 8 y 2 0 y 2 1 ✓

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name AIB Bank N.V. as Security Agent ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

None

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

^①This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X White & Carr LLP X

23 August 2021

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Amy Watts
Company name	White & Case LLP
Address	5 Old Broad Street
Post town	London
County/Region	
Postcode	E C 2 N 1 D W
Country	UK
DX	
Telephone	+44 7912 596073



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7117117

Charge code: 0711 7117 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th August 2021 and created by INFRARED INFRASTRUCTURE III GENERAL PARTNER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd August 2021.

(P)

Given at Companies House, Cardiff on 25th August 2021



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this is a true and correct copy of the original instrument.

EXECUTION VERSION

White & Carter LLP

23/08/21

SUPPLEMENTAL SECURITY AGREEMENT

relating to the Security Agreement regarding the pledge of shares
dated February 23, 2017

August 16, 2021

Between

**INFRARED INFRASTRUCTURE III (NO.1) LP, INFRARED INFRASTRUCTURE III (NO.2) LP,
INFRARED INFRASTRUCTURE III (NO.3) LP, INFRARED INFRASTRUCTURE III (NO.4) LP,
(each, a partnership (and the General Partner acting on behalf of each of the Partnerships, as Security
Provider))**

and

**AIB BANK N.V.
as Security Agent**

and

**WVB PROJECT COMPANY V.B.A.
as Company**

CONTENTS

Clause

Page

1.	Interpretation	2
2.	Creation of Security and confirmation of Mota security	4
3.	Special steps for each Security Asset and Further Assurances.....	5
4.	Preservation of Security	7
5.	Representations	9
6.	Restrictions on Dealings.....	12
7.	Acquired Shares.....	12
8.	When Security becomes Enforceable	14
9.	Enforcement of Security	14
10.	Application of Proceeds	16
11.	Delegation	16
12.	Evidence and Calculations	16
13.	Changes to the Parties	16
14.	Miscellaneous	17
15.	Severability	18
16.	Release.....	18
17.	Notices.....	18
18.	Language	18
19.	Waiver	19
20.	Governing Law	19
21.	Enforcement	19
22.	Company's Representations.....	20

Schedule

1.	Form of Share Rights Notice.....	22
2.	Form of Voting Rights Notice.....	23

Signatories

THIS SUPPLEMENTAL SECURITY AGREEMENT is dated August 16, 2021

BETWEEN:

- (1) **INFRARED INFRASTRUCTURE III (No.1) LP**, a limited partnership incorporated under the laws of England, having its registered office at 12 Charles II Street, London, England, acting by its general partner InfraRed Infrastructure III General Partner Limited (the **General Partner**)
 - (2) **INFRARED INFRASTRUCTURE III (No.2) LP**, a limited partnership incorporated under the laws of England, having its registered office at 12 Charles II Street, London, England, acting by its general partner InfraRed Infrastructure III General Partner Limited (the **General Partner**)
 - (3) **INFRARED INFRASTRUCTURE III (No.3) LP**, a limited partnership incorporated under the laws of England, having its registered office at 12 Charles II Street, London, England, acting by its general partner InfraRed Infrastructure III General Partner Limited (the **General Partner**)
 - (4) **INFRARED INFRASTRUCTURE III (No.4) LP**, a limited partnership incorporated under the laws of England, having its registered office at 12 Charles II Street, London, England, acting by its general partner InfraRed Infrastructure III General Partner Limited (the **General Partner**)
- (each a **Partnership** (and the General Partner acting on behalf of each of the Partnerships, the **Security Provider**));
- (5) **AIB BANK N.V.**, a *naamloze vennootschap* under the laws of Aruba, having its registered office address at Wilhelminastraat 36, Oranjestad, Aruba and registered at the Aruba Chamber of Commerce and Industry under number 6865.0, as secured creditor (the **Security Agent**); and
 - (6) **WVB PROJECT COMPANY V.B.A.**, a *vennootschap met beperkte aansprakelijkheid* under the laws of Aruba, having its registered offices at Koningstraat 86, Unit 5, Oranjestad, Aruba and registered at the Aruba Chamber of Commerce and Industry under number 46504.0, as issuer of shares (the **Company**).

BACKGROUND:

- (A) The Parties entered into the Agreement (as defined in Clause 1.1 hereto) in connection with the Credit Agreement (as defined in the Agreement) to create a first ranking right of pledge granted by the Security Provider to the Security Agent on all the issued and outstanding shares in the capital of the Company held by the Security Provider, comprising, as of such date, 85 registered common shares (*aandelen op naam*) of Class A, numbered A.1 to A.85, without any nominal value and the share rights described therein.
- (B) On the same February 23, 2017, Mota (as defined in Clause 1.1 hereto), the Security Agent and the Company entered into a security agreement in connection with the Credit Agreement, similar to the Agreement (the **Mota Share Pledge Agreement**), to create a first ranking right of pledge

granted by Mota to the Security Agent on all the issued and outstanding shares in the capital of the Company held by Mota, comprising, as of such date, 15 common registered shares (*aandelen op naam*) of Class B, numbered B.1 through B.15, without any nominal value (the **Acquired Shares**) and the share rights described therein.

- (C) The Security Provider and Mota are the only shareholders of the Company. On or around the date hereof, Mota and the Security Provider, among others, have entered or will enter into a Share and Loan Purchase Agreement, whereby Mota has agreed to sell and transfer the Acquired Shares (along with certain subordinated debt (including shareholder loans) provided by Mota to the Company) to the Security Provider, which will acquire the Acquired Shares, and an Affiliate of Security Provider, which will acquire the subordinated debt, and the Security Provider and its Affiliate have agreed to purchase and accept the same from Mota.
- (D) The Acquired Shares are subject to a first ranking right of pledge contemplated in recital (B).
- (E) In connection with the Security Provider purchasing the Acquired Shares, which are subject to the first ranking right of pledge contemplated in recital (B), the Parties, at the request of the Security Agent, the Agents and the Lenders, have agreed to enter into this supplemental security agreement (the **Supplemental Agreement**), as contemplated in Clause 2.1(c) of the Agreement, so that the Security Provider may grant the Security Agent a pledge on the Acquired Shares and Acquired Share Rights.
- (F) This Supplemental Agreement supplements, but does not amend, the Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Supplemental Agreement:

Acquired Shares has the meaning set out in the recitals hereto.

Acquired Share Rights means all rights relating to an Acquired Share from time to time including:

- (a) any dividend, interest or any other amount paid or payable in relation to it; and
- (b) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus, reduction in nominal value or preference, under option rights, as a result of liquidation or otherwise,

but excluding any Voting Right.

Agreement means the security agreement between the Parties, dated February 23, 2017 and as described in recital (A) hereto (as supplemented by this Supplemental Agreement, and as otherwise amended, supplemented or modified from time to time).

Articles means the articles of association (*statuten*) of the Company, as amended from time to time.

Aruba means the Country of Aruba.

Credit Agreement means the credit agreement dated on or about the date of the Agreement made between (among others) the Company as borrower, Sumitomo Mitsui Banking Corporation and AIB Bank N.V. as initial lenders, AIB Bank N.V. as administrative agent and the Security Agent as security agent in connection with the "DBFM Agreement Watty Vos Boulevard" entered into between the Country of Aruba as the contracting authority and the Company as contractor.

Event of Default has the meaning assigned to "Secured Obligation Event of Default" under the Collateral Agency Agreement.

Mota means Mota-Engil Aruba Holding Company V.B.A., a limited liability company (*vennootschap met beperkte aansprakelijkheid*) organized under Aruban law, having its registered office and its place of business at Koningstraat 86, Unit 5, Oranjestad, Aruba, and registered with the Chamber of Commerce and Industry of Aruba under file no. H46503.0.

Mota Security means any security created by the Mota Share Pledge Agreement.

Mota Share Pledge Agreement has the meaning set out in the recitals hereto.

Secured Obligations means each Security Agent Claim as defined in clause 8.11(a) of the Credit Agreement. The Secured Obligations shall extend from time to time to any (however fundamental) amendment, supplement, novation, variation, increase, extension (whether of maturity or otherwise), restatement, re-enactment, replacement, change in purpose of, or addition of or to any of the Financing Documents and/or any facility or amount made available under any of the Financing Documents.

Security means any security created by this Supplemental Agreement, but does not include the Mota Security.

Security Assets means the Acquired Shares and the Acquired Share Rights.

Security Period means the period beginning on the date of this Agreement and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

Share Rights Notice means a notice from the Security Agent to the Security Provider (and with a copy to the Company) substantially in the form of Schedule 1 (Form of Share Rights Notice).

Supplemental Agreement means this supplemental security agreement (as amended, supplemented or otherwise modified from time to time).

Voting Rights means all rights relating to an Acquired Share which permit the holder of that Acquired Share to exercise the voting rights attached to the Acquired Shares from time to time.

Voting Rights Notice means a notice from the Security Agent to the Security Provider (and with a copy to the Company) which completes the passing to the Security Agent of the Voting Rights substantially in the form of Schedule 2 (Form of Voting Rights Notice).

1.2 Construction

- (a) Capitalised terms defined in the Credit Agreement and the Agreement have, unless expressly defined in this Supplemental Agreement, the same meaning in this Supplemental Agreement.
- (b) The principles of construction set out in the Credit Agreement will have effect as if set out in this Supplemental Agreement.
- (c) Any obligation of the Security Provider under this Supplemental Agreement (other than a payment obligation) remains in force during the Security Period.

2. CREATION OF SECURITY AND CONFIRMATION OF MOTA SECURITY

2.1 Pledge

The Security Provider agrees to pledge, and hereby grants a disclosed pledge to the Security Agent on all the Acquired Shares and Acquired Share Rights, which right will rank second in priority to the first priority disclosed pledge over the Acquired Shares and Acquired Share Rights as described in Clause 2.2.

2.2 Pre-Existing Pledge

The Parties:

- (a) acknowledge that the Acquired Shares and the Acquired Share Rights, are subject to a first priority disclosed pledge for the benefit of the Security Agent, established by means of the Mota Share Pledge Agreement;
- (b) acknowledge that by entering into the Share and Loan Purchase Agreement and the deed of share transfer executed to effect the transfer of the Acquired Shares, the right of pledge and any ancillary rights on the Acquired Shares established by the Mota Share Pledge Agreement have followed the Acquired Shares by operation of law (*zaaksgewolg*) upon acquisition thereof by Security Provider and remain in place unamended for the benefit of the Security Agent; and
- (c) acknowledge that, in connection with the transactions contemplated in recital (C), Mota, the Security Agent, and the Company have entered into or will enter into a separate agreement at or around the time of this Supplemental Agreement, whereby the Security Agent has agreed to release Mota from its contractual obligations under the Mota Share Pledge Agreement, and in connection with such release, Mota's rights and obligations under the Mota Share Pledge Agreement will not transfer to the Security Provider or its Affiliate in connection with the Share and Loan Purchase Agreement, the deed of share

transfer executed to effect the transfer of the Acquired Shares, or the transactions contemplated in recital (C).

This Clause 2.2 is a settlement agreement as meant in Section 7:900 et seq. Civil Code of Aruba.

2.3 General

(a) The Security:

- (i) is security for the payment of all the Secured Obligations; and
- (ii) is in addition to, and not in any way prejudiced by, any other security now or subsequently held by any Secured Party.

(b) If any discharge (whether in respect of this Security or the Mota Security, the obligations of the Security Provider, any other Secured Liability or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on bankruptcy, insolvency, liquidation, moratorium or otherwise without limitation, this Security, the Mota Security, and the obligations of the Security Provider under this Agreement (each as applicable), will continue, to the extent permitted under Applicable Law, as if the discharge or arrangement had not occurred.

(c) The Security Agent accepts each pledge on all the Acquired Shares and Acquired Share Rights created under this Supplemental Agreement.

2.4 No Event of Default

The execution of this Supplemental Agreement and the performance of the obligations hereunder shall not constitute a Default or an Event of Default as such terms are defined in the applicable Financing Documents.

2.5 Release

The Security Provider will not be held liable for any action taken, or not taken, by Mota or the Security Agent in connection with any Security Asset, the Mota Security, any breach of the right of pledge and any ancillary rights on the Acquired Shares established by the Mota Share Pledge Agreement, or any other breach of the Mota Share Pledge Agreement, which occurred prior to the date of this Supplemental Agreement; provided that nothing in this Clause 2.5 shall limit the right of pledge created by Clause 2.1 or the representations and warranties made by the Security Provider pursuant to Clause 5 of this Supplemental Agreement.

3. SPECIAL STEPS FOR EACH SECURITY ASSET AND FURTHER ASSURANCES

3.1 General

Subject to Clause 3.5:

- (a) the Security Provider must take, at its own cost and expense, promptly, and in any event within any applicable time limit:

- (i) whatever action is necessary; and
- (ii) any action which the Security Agent may require,

to ensure that:

- (iii) this Security is, and will continue to be, a validly created and enforceable pledge over the Security Assets (second in priority to the pledge created under the Mota Share Pledge Agreement); and
- (iv) the Mota Security is, and will continue to be, a validly enforceable first priority pledge over the Security Assets;
- (b) this includes the giving of any notice, order or direction, the making of any registration and ensuring the passing of any resolution which the Security Agent may think expedient; and
- (c) the Security Agent may at all times take any action referred to in this Clause 3 (Special steps for each Security Asset and Further Assurances) at the cost and expense of the Security Provider.

3.2 Power of attorney

- (a) The Security Provider appoints, with the right of substitution, the Security Agent to be its attorney by an irrevocable power of attorney, to, on its behalf, perform all acts and execute all documents in order to perfect the Security or implement this Supplemental Agreement and to take any action which the Security Provider must take under this Supplemental Agreement and after an Event of Default has occurred, which is necessary for the Security Agent to create, maintain and exercise its rights under this Supplemental Agreement. The Security Provider ratifies and confirms whatever any attorney purports to do under its appointment under this Clause.
- (b) Notwithstanding any conflict of interest as contemplated by Section 3:68 of the Civil Code of Aruba, the Security Agent is authorised to act under the appointment made in paragraph (a) above.

3.3 Further assurances

Subject to Clause 3.5, the Security Provider must, at its own cost and expense, promptly, and in any event within any applicable time limit, take whatever action the Security Agent may require for:

- (a) protecting any security intended to be created by this Supplemental Agreement as a valid and enforceable pledge over the Security Assets (second in priority to the pledge created under the Mota Share Pledge Agreement); or
- (b) protecting any security interest created by the Mota Share Pledge Agreement, as a valid and enforceable first ranking disclosed pledge over the Security Assets; or

- (c) facilitating the enforcement of this Security or the Mota Security, or the exercise of any right, power or discretion exercisable, by the Security Agent or any of its delegates or sub-delegates in respect of any Security Asset; or
- (d) facilitating the assignment of the Security Agent's rights or transfer of its legal relationship under this Supplemental Agreement in accordance with the Credit Agreement.

This includes any registration at any public registry, the execution of any transfer, assignment or assurance of any asset and whether to the Security Agent or its nominee, which the Security Agent may think expedient.

3.4 Information

The Security Provider must supply the Security Agent promptly with any information it reasonably requests in respect of a Security Asset.

3.5 Exception

The Security Provider will only be required to make reasonable efforts to perform any action contemplated in Clauses 3.1, 3.3(b) and 3.3(c), where such action is necessary or otherwise required (whether by the Security Agent, any of its delegates or sub-delegates, or otherwise) to rectify a deficiency in the creation, enforcement, protection, or facilitation of the enforcement of the first priority pledge created under the Mota Share Pledge Agreement, where such deficiency existed and was not rectified prior to the date of this Supplemental Agreement.

4. PRESERVATION OF SECURITY

4.1 Waiver of defences

This Security, the Mota Security, and the obligations of the Security Provider under this Supplemental Agreement will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice this Security, the Mota Security, or any of the Security Provider's obligations under this Supplemental Agreement (whether or not known to it or any Secured Party). This includes:

- (a) any time or waiver granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any transfer by a person of any of the Secured Obligations;

- (g) any amendment (however fundamental) of a Financing Document or any other document or security;
- (h) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Financing Document or any other document or security; or
- (i) any insolvency or similar proceedings.

4.2 Immediate recourse

The Security Provider waives any right it may have of first requiring the Security Agent or any other Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person before enforcing any Security or Mota Security, including under Section 3:234 of the Civil Code of Aruba.

4.3 Appropriations

Until the expiry of the Security Period, each Secured Party (or any trustee or agent on its behalf) may, without affecting this Security, the Mota Security or the liability of the Security Provider under this Agreement:

- (a)
 - (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of the Secured Obligations; or
 - (ii) apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise); and
- (b) hold in an interest-bearing suspense account any moneys received from the Security Provider or on account of the Security Provider's liability under this Agreement.

4.4 Non-competition

Until the expiry of the Security Period, the Security Provider:

- (i) waives any right of subrogation, recourse, contribution or indemnity to which it may be entitled, in respect of any payment made to or moneys received by the Security Agent or any other Secured Party as proceeds of the enforcement of this Security;
- (ii) will not claim or vote as a creditor of the Company or its estate in competition with any Secured Party (or any trustee or agent on its behalf); and
- (iii) will not receive, claim or have the benefit of any payment, distribution or security from or on account of the Company, or exercise any right of set-off as against the Company.

The Security Provider must immediately pay or transfer to the Security Agent any payment or distribution or benefit of security received by it contrary to this Clause or as otherwise directed by the Security Agent under this Clause.

5. REPRESENTATIONS

The representations and warranties set out in this Clause are made by the Security Provider to the Security Agent.

5.1 Security representations and warranties

(a) Nature of Security

This Supplemental Agreement creates those pledges it purports to create in Clause 2.1 with respect to the Security, and is not liable to be amended or otherwise set aside on its liquidation, administration, dissolution or otherwise.

(b) Title

It is authorized to create the Security and it has full and exclusive title to each of the Security Assets, free of any Lien (except for those created under this Supplemental Agreement, the Mota Share Pledge Agreement and except for Permitted Liens) and any other right in favour of any other person.

(c) Ranking

Each right of pledge on the Acquired Shares and Acquired Share Rights created under this Supplemental Agreement has priority in relation to all claims of any person to a Security Asset, except for the pre-existing right of pledge created under the Mota Share Pledge Agreement, as described in Clause 2.2.

(d) Conflict with laws

No breach of any Applicable Law is outstanding which affects or might affect the value of any Security Asset.

5.2 General Representations and warranties

(a) Status

- (i)** It is a limited partnership, duly incorporated and validly existing under the laws of England.
- (ii)** It has the power to own its assets and carry on its business as it is being conducted.

(b) Powers and authority

It has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance of, the Financing Documents to which it is or will be a party and the transactions contemplated by those Financing Documents.

(c) Legal validity

- (i) Subject to any general principles of law limiting its obligations and referred to in any legal opinion required under the Credit Agreement, this Supplemental Agreement is its legally binding, valid and enforceable obligation.
- (ii) This Supplemental Agreement is in the proper form for its enforcement in Aruba.

(d) Non-conflict

The entry into and performance by it of this Supplemental Agreement do not conflict with:

- (i) any Applicable Law;
- (ii) its constitutional documents; or
- (iii) any material agreement which is binding upon it or any of the Secured Assets.

(e) Authorisations

All Authorisations required by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by this Supplemental Agreement have been obtained or effected (as appropriate) and are in full force and effect.

(f) Immunity

- (i) Its entry into this Supplemental Agreement constitutes, and the exercise by it of its rights and performance of its obligations under this Supplemental Agreement will constitute, private and commercial acts performed for private and commercial purposes; and
- (ii) it will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation in relation to this Supplemental Agreement.

(g) No adverse consequences

It is not necessary under the laws of its jurisdiction of incorporation:

- (i) in order to enable the Security Agent to enforce its rights under this Supplemental Agreement; or
- (ii) by reason of the entry into this Supplemental Agreement or the performance by it of its obligations under this Supplemental Agreement,
- (iii) that the Security Agent should be licensed, qualified or otherwise entitled to carry on business in its jurisdiction of incorporation; and

the Security Agent is not and will not be deemed to be resident, domiciled or carrying on business in its jurisdiction of incorporation by reason only of the entry into, performance and/or enforcement of this Supplemental Agreement.

(h) Jurisdiction/governing law

Its:

- (i) irrevocable submission under this Supplemental Agreement to the jurisdiction of the courts of Aruba;
 - (ii) agreement that this Supplemental Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of Aruba; and
 - (iii) agreement not to claim any immunity to which it or its assets may be entitled,
- are legal, valid and binding under the laws of Aruba.

(i) No litigation

There is no pending or, to its knowledge, threatened litigation, investigation, action or proceeding of or before any court, arbitrator or Governmental Authority (i) seeking to restrain or prohibit the consummation of the transactions contemplated by this Supplemental Agreement, (ii) imposing material limitations on, or resulting in a material delay in its ability to consummate the transactions contemplated by this Supplemental Agreement, (iii) purporting to affect the legality, validity or enforceability of any of this Supplemental Agreement or (iv) that affects the Project or any material part of the Infrastructure, which in any such case (either individually or in the aggregate) could reasonably be expected to have a Material Adverse Effect.

5.3 Times for making representations

- (a) The representations set out in this Supplemental Agreement are made on the date of this Supplemental Agreement in respect of all Security Assets pledged under Clause 2.1 (Pledge).
- (b) Unless a representation is expressed to be given on a specific date, each representation under this Supplemental Agreement is deemed to be repeated by the Security Provider during the Security Period on each date:
 - (i) required under clause 3 (Representations and Warranties) of the Credit Agreement; and
 - (ii) upon which such Security Provider acquires a Security Asset.
- (c) When a representation or warranty is deemed to be repeated, it is applied to the circumstances existing at the time of repetition.
- (d) A representation in relation to the Acquired Shares, is made or deemed to be repeated in relation to the shares of the Company issued (and not cancelled) on that date.

6. RESTRICTIONS ON DEALINGS

6.1 No other Liens

The Security Provider may not create or permit to subsist any Lien on any Security Asset (except this Security, the Mota Security and Permitted Liens).

6.2 Other restrictions

The Security Provider may not:

- (a) sell, transfer or otherwise dispose of any Security Asset;
- (b) waive, amend or terminate, in whole or in part, any material accessory or ancillary right or other right in respect of any Security Asset; or
- (c) take any action which would result in a material reduction in the value, or might jeopardise the existence or enforceability, of any Security Asset, the Security, or the Mota Security,

except as expressly allowed, in each case, under clause 6.4 (Liens, Etc) of the Credit Agreement or under this Supplemental Agreement.

7. ACQUIRED SHARES

7.1 Representations – Acquired Shares

The Security Provider represents to the Security Agent that:

- (a) the Acquired Shares are fully paid;
- (b) the Acquired Shares represent 15% of the issued share capital of the Company and, together with the 85 common registered A shares, numbered A.1 to A.85 already held by the Security Provider, represent 100% of the issued share capital of the Company
- (c) each of the Acquired Shares is capable of being made subject to a pledge as contemplated by this Supplemental Agreement;
- (d) the Acquired Shares are freely transferable and not subject to any restriction, except for the transfer restriction provided in section 8 of the Articles which restriction has been waived by the Security Provider as provided in Clause 9.2(c) below;
- (e) the Articles do not contain any requirements in respect of the ownership of the Acquired Shares;
- (f) it has no rights to subscribe for shares which have not been exercised as on the date of this Supplemental Agreement;
- (g) the Acquired Shares are fully entitled to Acquired Share Rights and the Articles do not restrict or suspend the entitlement to Acquired Share Rights in any way;

- (h) no share certificates (*aandeelbewijzen*) have been issued in respect of the Acquired Shares, there are no holders of depositary receipts of shares in the capital of the Company and there are no persons that have the right to attend and address shareholder meetings (*vergaderrecht*) other than the shareholder(s) and members of the Company's management board having a right to advise in shareholder meetings;
- (i) the Acquired Shares are fully entitled to Voting Rights and the Articles do not restrict or suspend the exercise of Voting Rights in any way; and
- (j) there is no restriction in the Articles on the conditional passing of the Voting Rights to the Security Agent.

7.2 Changes to rights

The Security Provider may not take or allow the taking of any action on its behalf which may result in the Acquired Shares, or any Acquired Share Right or Voting Right being altered.

7.3 Calls

- (a) The Security Provider must pay all calls and any other payments due and payable in respect of any Acquired Share it acquires after the date of this Supplemental Agreement.
- (b) If the Security Provider fails to do so, the Security Agent may pay those calls or make those other payments on behalf of such Security Provider. Such Security Provider must, immediately on request, reimburse the Security Agent for any payment made by the Security Agent under this paragraph.

7.4 Other obligations in respect of the Acquired Shares

- (a) The Security Provider must comply with all conditions and obligations assumed by it in respect of any Acquired Share, Acquired Share Rights or Voting Right.
- (b) The Security Provider must not agree to any court or out-of-court settlement in respect of any Acquired Share, Acquired Share Right or Voting Rights.

7.5 Voting Rights and Acquired Share Rights

- (a) Subject to the condition precedent in paragraph (b) below, the Security Provider passes (*toekennen*) the Voting Rights to the Security Agent.
- (b) After an Event of Default occurs which is continuing, the Security Agent may deliver a Voting Rights Notice to the Security Provider (with a copy to the Company). The passing of the Voting Rights becomes effective on the date of the Voting Rights Notice.
- (c) The Security Agent may, if it deems it necessary to ensure that a passing of the Voting Rights is effective, require the Security Provider to procure that the appropriate corporate body or bodies of the Company approve the conditional passing (*overgang*) of the Voting Rights.
- (d) Before delivery of a Voting Rights Notice by the Security Agent, the Security Provider may exercise the Voting Rights at its sole discretion and the Security Agent will not have

the rights which may be exercised by a person who is the holder of depositary receipts of shares with the right to attend shareholder meetings.

- (e) After delivery of a Voting Rights Notice, the Security Agent may exercise any Voting Right and any other right which may be exercised by any person who is the holder of depositary receipts of shares with the right to attend shareholder meetings.
- (f) The Security Agent consents to all Acquired Share Rights, including the right to receive dividends or any other amount paid or payable in relation to any Share or Share Right, being paid, or offered, directly to the Security Provider under Section 3:246 of the Civil Code of Aruba.
- (g) After an Event of Default occurs which is continuing, the Security Agent may withdraw that consent by delivering a Share Rights Notice to the Security Provider (with a copy to the Company) and all Acquired Share Rights must, with effect from the date of the Share Rights Notice, be paid, or offered, directly to the Security Agent or as it may direct.

7.6 Shareholder's Resolution

- (a) The Security Provider appoints, with the right of substitution, the Security Agent to be its attorney by an irrevocable power of attorney, to, on its behalf in its capacity of shareholder of the Company and subject to Clause 3.2 of this Supplemental Agreement adopt the following resolution, to be taken inside or outside a meeting in accordance with the Articles:

“the Security Provider approves the passing (*overgang*) of the Voting Rights to the Security Agent under Clause 7.5 (Voting Rights and Acquired Share Rights).”

- (b) The management board of the Company has confirmed that there are no persons with the right to attend and address shareholder meetings (*vergaderrecht*) other than the shareholder(s).
- (c) The members of the Company's management board have been given the opportunity to advise on the resolution referred to in this Clause.

8. WHEN SECURITY BECOMES ENFORCEABLE

This Security and the Mota Security will become immediately enforceable if an Event of Default occurs and is continuing.

9. ENFORCEMENT OF SECURITY

9.1 General

- (a) After this Security and the Mota Security have become enforceable, the Security Agent may immediately, in its absolute discretion, exercise any right under:
 - (i) applicable law; or
 - (ii) this Supplemental Agreement,

to enforce all or any part of this Security or the Mota Security in respect of any Security Asset in any manner it sees fit or as the Majority Lenders may direct.

- (b) In particular, without any further consent or authority on the part of the Security Provider and irrespective of any direction given by it, the Security Agent may to the extent permitted by Applicable Law:
 - (i) sell any Security Asset, in whole or in part;
 - (ii) give notice to any person in connection with enforcing this Security or the Mota Security;
 - (iii) seize, collect or claim all amounts payable in respect of any Security Asset; or
 - (iv) enforce any Security Asset by way of proceedings or otherwise.

9.2 Sale

- (a) The Security Agent need not give notice of a sale in respect of any Security Asset to:
 - (i) the Security Provider;
 - (ii) any holder of a limited right *in rem* (*beperkt recht*); or
 - (iii) any person who has made an attachment (*beslag*) on a Security Asset,as referred to in Sections 3:249 and 3:252 of the Civil Code of Aruba.
- (b) The Security Provider waives its right to file a request with any relevant district court for a sale of any Security Asset in a manner which deviates from a public auction as referred to in Section 3:251 (1) of the Civil Code of Aruba.
- (c) The Security Provider waives any rights it may have pursuant to the transfer restriction provided in Section 8 of the Articles.

9.3 Scope of Obligations

The Security Agent:

- (a) may not be held liable for any action taken, or not taken, in connection with collecting any receivable or enforcing any Security Asset, this Security, or the Mota Security or any breach of this Supplemental Agreement except for any loss caused directly by its own wilful misconduct or gross negligence;
- (b) may not be held liable for, and need not make, any payment under any Security Asset except for any loss caused directly by its own wilful misconduct or gross negligence;
- (c) need not make any enquiries as to the nature or sufficiency of any payment received in respect of a Security Asset;
- (d) need not perform any obligation of any Security Provider; and

- (e) need not present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Supplemental Agreement.

9.4 Receipts after a Default

If, after an Event of Default has occurred which is continuing, the Security Provider receives any proceeds relating to a Security Asset, it must immediately transfer an amount equal to those proceeds to the Security Agent, if the Security Agent so directs. This is without prejudice to any right the Security Agent may have against the person who made that payment or offer.

9.5 Contingencies

- (a) Without prejudice to any other right the Security Agent may have, if the proceeds of enforcement of this Security or the Mota Security are received at a time when no amount is due under the Financing Documents but at a time when amounts may or will become due, the Security Agent may pay the proceeds of any recoveries effected by it into a designated suspense account.
- (b) If the bank at which the security account is held is the Security Agent, it may exercise any right of set-off it may have in respect of the Secured Obligations against that amount.

10. APPLICATION OF PROCEEDS

Any moneys received by the Security Agent after this Security or the Mota Security has become enforceable must be applied in accordance with Section 3.6 of the Collateral Agency and Accounts Agreement.

11. DELEGATION

- (a) The Security Agent may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under or in connection with this Supplemental Agreement.
- (b) Any such delegation may be made upon any terms (including power to sub-delegate or with a right of substitution) which the Security Agent may think fit.
- (c) The Security Agent will not be in any way liable or responsible to the Security Provider for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

12. EVIDENCE AND CALCULATIONS

In the absence of manifest error, the records of the Security Agent are conclusive evidence (*dwingend bewijs*) of the existence and the amount of the Secured Obligations.

13. CHANGES TO THE PARTIES

13.1 Security Provider

The Security Provider may not assign or transfer any of its rights or obligations under this Supplemental Agreement without the consent of the Security Agent.

13.2 Security Agent

- (a) The Security Agent may assign its rights under this Supplemental Agreement or transfer its legal relationship under this Supplemental Agreement by way of transfer of contract together with the Secured Obligations as permitted under the Credit Agreement.
- (b) In advance the Security Provider and the Company:
 - (i) consents to any assignment under this Clause; and
 - (ii) co-operates (within the meaning of Section 6:159 of the Civil Code of Aruba) on any transfer of its legal relationship under this Clause.
- (c) If the Security Agent assigns its rights or transfers its legal relationship to a person as permitted under paragraph (a) above, the Security Provider must promptly ensure that the conditional passing of the Voting Rights to that person is approved.

14. MISCELLANEOUS

14.1 Amendments

Subject to the terms of the Collateral Agency and Accounts Agreement, this Supplemental Agreement may only be amended by an agreement in writing between the Security Agent and the Security Provider.

14.2 Waivers and remedies cumulative

The rights of the Security Agent under this Supplemental Agreement:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under general law; and
- (c) may only be waived specifically in writing.

Delay in the exercise or non-exercise of any right is not a waiver of that right.

14.3 Liability of the Security Provider

The Security Agent and the Security Provider hereby agree that the aggregate liability of the Security Provider under this Supplemental Agreement shall be limited to the lesser of (i) the value of the Security collectively pledged by the Security Provider pursuant to this Supplemental Agreement, (ii) the Mota Security created by the Mota Share Pledge Agreement and (iii) the Secured Obligations.

14.4 Execution and delivery of Signature Pages

- (a) This Supplemental Agreement may be executed in several counterparts, each of which so executed will be deemed to be an original, and such counterparts together will constitute but one and the same.

- (b) The exchange by the parties of executed copies of this Supplemental Agreement in “portable document format” (“pdf”) form by electronic means will be effective execution and delivery of this Supplemental Agreement, and that party will promptly also deliver in person to the other parties an originally executed copy of this Supplemental Agreement.

15. SEVERABILITY

If a term of this Supplemental Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, this will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Supplemental Agreement; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Supplemental Agreement.

16. RELEASE

- (a) At the end of the Security Period, the Security Agent must, at the request and cost of the Security Provider, take whatever action is necessary to evidence the release by operation of law of the Security Assets from this Security and the Mota Security.
- (b) The Security Agent may at any time terminate (*opzeggen*) in whole or in part any of this Security or the Mota Security by giving notice to the Security Provider.

17. NOTICES

- (a) Any communication in connection with this Supplemental Agreement must be in given as provided in clause 9.1 (Notices) of the Credit Agreement.
- (b) The contact details of the Security Provider for this purpose are:

12 Charles II Street
London, SW1Y
4QU, England
Attention:
Telephone:
Facsimile:



18. LANGUAGE

- (a) Any notice given in connection with this Supplemental Agreement must be in English.
- (b) Any other document provided in connection with this Supplemental Agreement must be:
 - (i) in English; or
 - (ii) (unless the Security Agent otherwise agrees) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document.

19. WAIVER

The Security Provider irrevocably waives any right it may have at any time to:

- (a) suspend (*opschorten*) any obligation under this Supplemental Agreement under Sections 6:52, 6:262 and 6:263 of the Civil Code of Aruba or any other applicable law; or
- (b) rescind (*ontbinden*) this Supplemental Agreement in whole or in part under Section 6:265 of the Civil Code of Aruba or any other applicable law.

20. GOVERNING LAW

- (a) This Supplemental Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of Aruba.
- (b) If a party to this Supplemental Agreement is represented by one or more attorneys in connection with the execution of this Supplemental Agreement or any agreement or document pursuant hereto, and the relevant power of attorney is expressed to be governed by Aruban law, such choice of law is hereby accepted by each other party, in accordance with Article 14 of the Hague Convention on the Law Applicable to Agency dated 14 March 1978.

21. ENFORCEMENT

21.1 Jurisdiction

- (a) The Court of First Instance of Aruba (*Gerecht in Eerste Aanleg van Aruba*), judging in the first instance, has exclusive jurisdiction to settle any dispute including any dispute relating to non-contractual obligations arising out of or in connection with this Supplemental Agreement.
- (b) Notwithstanding paragraph (a) above, to the extent allowed by law, the Security Agent may take:
 - (i) proceedings in any other court with jurisdiction; and
 - (ii) concurrent proceedings in any number of jurisdictions.

21.2 Election of domicile

- (a) The Security Provider irrevocably elects domicile (*woonplaats*) under this Supplemental Agreement at the offices of the Company for service of process in any proceedings before the Court of First Instance of Aruba.
- (b) This Clause does not affect any other method of service allowed by Applicable Law.

21.3 Waiver of immunity

The Security Provider irrevocably and unconditionally, to the extent permitted under Applicable Law:

- (a) agrees not to claim immunity from proceedings brought by the Security Agent against it in relation to this Supplemental Agreement and to ensure that no such claim is made on its behalf;
- (b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings; and
- (c) waives all rights of immunity in respect of it or its assets.

22. COMPANY'S REPRESENTATIONS

The Company represents that:

- (a) it acknowledges this Security and the Mota Security;
- (b) it has notice of the terms of this Supplemental Agreement and it undertakes to comply with its terms;
- (c) it is not aware of any fact or circumstance which would cause the Security Provider's representations and warranties under this Supplemental Agreement to be incorrect or misleading;
- (d) all Authorisations required by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Supplemental Agreement, have been obtained or effected (as appropriate) and are in full force and effect;
- (e) it has registered in the Company's shareholders' register the creation of the Mota Security as a first-ranking pledge in favour of the Security Agent in respect of the Acquired Shares giving, subject to a condition precedent set out in Clause 7.5 (Voting Rights and Acquired Share Rights), the Voting Rights to the Security Agent;
- (f) it will register in the Company's shareholders' register the transfer of the Acquired Shares to the Security Provider (including the first-ranking pledge in favour of the Security Agent granted under the Mota Share Pledge Agreement that remains in place);
- (g) it will deliver a copy of the updated Company's shareholders' register immediately after this Supplemental Agreement is signed to the Security Agent;
- (h) after title to any Acquired Share has passed to the Security Provider, it will register in the Company's shareholders' register the creation of a pledge (second in priority to the pledge created under the Mota Share Pledge Agreement) in favour of the Security Agent in respect of those Acquired Shares giving, subject to a condition precedent set out in Clause 7.5 (Voting Rights and Acquired Share Rights), the Acquired Voting Rights to the Security Agent;
- (i) it is a *vennootschap met beperkte aansprakelijkheid* duly incorporated and validly existing under the laws of Aruba and is registered at the Aruba Chamber of Commerce and Industry under number 46504.0 and the information contained in that register is correct and complete as on the date of this Supplemental Agreement;

- (j) on the date of this Supplemental Agreement:
 - (i) it has not been dissolved (*onthonden*);
 - (ii) no proposal to merge (*fuseren*) or to split-off (*splitsen*) the Company has been filed;
 - (iii) no resolution to dissolve, merge or split-off the Company has been approved;
 - (iv) no petition to dissolve the Company has been filed; and
 - (v) no decree as meant in Section 2:25 of the Civil Code of Aruba has been issued;
- (k) on the date of this Supplemental Agreement:
 - (i) it has not been declared bankrupt (*failliet verklaard*);
 - (ii) it has not suspended making payments on any of its debts or announced an intention to do so;
 - (iii) no moratorium (*surseance van betaling*) has been granted to it;
 - (iv) no step has been taken with a view to a composition or similar arrangement with any of its creditors;
 - (v) no person has presented a petition or filed a document with a court or any registry for its bankruptcy or dissolution; and
 - (vi) no other analogous step or procedure has been taken in any jurisdiction.

SCHEDULE 1

FORM OF SHARE RIGHTS NOTICE

[on the letterhead of the Security Agent]

From: AIB BANK N.V. (the **Security Agent**)

To: INFRARED INFRASTRUCTURE III (NO.1) LP, INFRARED INFRASTRUCTURE III (NO.2) LP, INFRARED INFRASTRUCTURE III (NO.3) LP, INFRARED INFRASTRUCTURE III (NO.4) LP, (each, a partnership (and the General Partner acting on behalf of each of the Partnerships, as **Security Provider**))

Copy: WVB PROJECT COMPANY V.B.A. (the **Company**)

[DATE]

Dear Sirs,

Security Document dated August 16, 2021 between the Security Provider, the Security Agent and the Company (the Security Document)

We refer to the Security Document. This is a Share Rights Notice.

Capitalised terms used in this notice have the meaning given to them in the Security Document.

The Security Agent gives the Security Provider notice that it withdraws its consent to any Acquired Share Rights being paid, or offered, directly to the Security Provider. With effect from the date of this notice all Acquired Share Rights must be paid, or offered, directly to the Security Agent or as it may direct.

This notice and any non-contractual obligations arising out of or in connection with it are governed by Aruba law.

Yours faithfully,

.....

AIB BANK N.V.

(Authorised signatory)

SCHEDULE 2

FORM OF VOTING RIGHTS NOTICE

[on the letterhead of the Security Agent]

From: AIB BANK N.V. (the **Security Agent**)
To: INFRARED INFRASTRUCTURE III (NO.1) LP, INFRARED INFRASTRUCTURE III (NO.2) LP, INFRARED INFRASTRUCTURE III (NO.3) LP, INFRARED INFRASTRUCTURE III (NO.4) LP, (each, a partnership (and the General Partner acting on behalf of each of the Partnerships, as **Security Provider**))

Copy: WVB PROJECT COMPANY V.B.A. (the **Company**)

[DATE]

Dear Sirs,

Security Document dated August 16, 2021 between the Security Provider and the Security Agent and the Company (the Security Document)

1. We refer to the Security Document. This is a Voting Rights Notice.
2. Capitalised terms used in this notice have the meaning given to them in the Security Document.
3. The Security Agent gives the Security Provider notice that it now:
 - (a) requires the Voting Rights[; and
 - (b) withdraws its consent to the Acquired Share Rights being paid, or offered directly, to the Security Provider.]
4. With effect from the date of this notice:
 - (a) the Security Agent may exercise any Acquired Share Right, Voting Right and any other right or power which is exercisable by any person who is the holder of depository receipts of shares with the right to attend shareholder meetings; and
 - (b) all Acquired Share Rights must [continue to] be paid, or offered directly to the Security Agent or as it may direct.

This notice and any non-contractual obligations arising out of or in connection with it are governed by Aruba law.

Yours faithfully,

.....

AIB BANK N.V.
(Authorised signatory)

SIGNATORIES

Security Providers

INFRARED INFRASTRUCTURE III (NO. 1) LP

acting by its general partner Infrared Infrastructure III General Partner Limited

By: 

Name: CHRISTOPHER F GILL

Title: DIRECTOR

INFRARED INFRASTRUCTURE III (NO. 2) LP


acting by its general partner Infrared Infrastructure III General Partner Limited

By: 

Name: CHRISTOPHER P. GILL

Title: DIRECTOR

INFRARED INFRASTRUCTURE III (NO. 3) LP
acting by its general partner Infrared Infrastructure III General Partner Limited

By: 
Name: CHRISTOPHER P. GILL
Title: DIRECTOR

[Initialed Supplemental Share Pledge Agreement (SPP)]

INFRARED INFRASTRUCTURE III (NO. 4) L.P.

acting by its general partner Infrared Infrastructure III General Partner Limited

By:

Name:  CHRISTOPHER P. GILL

Title: DIRECTOR

Security Agent

AIB BANK N.V.

By: [REDACTED]
Name: [REDACTED]
Title: Friendsel Giel

By: [REDACTED]
Name: Gerard de Vries
Title: VP Corporate Finance

Company

WVB PROJECT COMPANY VBA

By: 

Name: JOAO SOARES

Title: GENERAL MANAGER