LETTER AGREEMENT

This letter agreement ("**Letter Agreement**") is executed at Mumbai on this 2nd day of August, 2023 ("**Execution Date**"), by and amongst,

Vertical Holdings II Pte. Ltd., a company incorporated under the laws of Singapore and having its registered office at 12 Marina View, #11-01, Asia Square Tower 2, Singapore (018961) (hereinafter referred to as the "**Purchaser**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors);

AND

North Haven India Infrastructure Fund, a trust constituted under the laws of India and having PAN AACTN6978N and having its office at 18th Floor, Tower 2, One World Center, Plot- 841, Jupiter Textile Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400013 (hereinafter referred to as "**NHIIF**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its Affiliates, successors and permitted assigns), of which IDBI Trusteeship Services Limited, having its office at Ground Floor, Asian Building, 17 R. Kamani Marg, Ballard Estate, Mumbai - 400001 is the trustee, and who is acting through its investment manager, Morgan Stanley Investment Management Private Limited, having its registered office at 18th Floor, Tower 2, One World Center, Plot- 841, Jupiter Textile Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400013.

The Purchaser and NHIIF are hereinafter collectively referred to as "**Parties**" and each a "**Party**".

WHEREAS:

(A) The Purchaser, NHIIF and LEAP India Private Limited, amongst others, have entered into a share purchase agreement of an even date, as may be amended from time to time ("**SPA**") for the transfer of NHIIF's Respective Proportion (as defined in the SPA) of Sale Shares (as defined in the SPA) ("**NHIIF Sale Transaction**"), among other transactions, to the Purchaser.

(B) The Parties are now entering into this Letter Agreement for recording the arrangement between the Purchaser and NHIIF in relation to certain provisions of the SPA, solely concerning the NHIIF Sale Transaction.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Letter Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions and Interpretation**: Terms capitalized but not defined in this Letter Agreement shall have the meaning ascribed to such terms under the SPA. Provisions of Clause 1.2 of the SPA shall apply *mutatis mutandis* to this Letter Agreement and shall be deemed to be incorporated herein by reference as if the same were reproduced herein.

2. **NHIIF Sale Transaction**:

   2.1 Notwithstanding anything to the contrary under the SPA, solely with respect to the NHIIF Sale Transaction (including indemnities relating thereto provided by NHIIF) and solely as between the Parties hereto, the Parties hereby agree that:

      a) the Indemnified Parties shall be entitled to make claims against NHIIF, for indemnity (pursuant to an Indemnification Event) under the SPA:

(i) for a breach of Fundamental Warranties, until a period of 6 (six) years from the Closing Date;

(ii) for a breach of NHIIF Tax Warranties, until a period of 4 (four) years from the end of the Financial Year in which Closing Date occurs; and

(iii) pursuant to Clause 8.1(c), until a period of 6 (six) years from the Closing Date.

provided that, notwithstanding anything else contained herein, it is clarified that in case a claim for an Indemnification Event has been made by the Indemnified Parties at any time during the subsistence of the Claim Period, then the indemnity obligations of the Indemnifying Party shall survive and continue until the occurrence of the earlier of: (i) such indemnity obligations of the Indemnified Parties being fully discharged (or dispensed with) in accordance with the SPA; (ii) the receipt of a final non-appealable order or ruling releasing the Indemnified Parties completely from any liability under such claim; and (iii) where the order or ruling is appealable, the end of the statutory period within which any appeal could have been preferred and has not been preferred against such order or ruling. For the avoidance of doubt, save as expressly set out in paragraph 2.1(a) herein, any and all other Claim Periods set out in Clause 8.8 of the SPA, as applicable to NHIIF, shall remain in full force and effect.

b) the maximum aggregate liability of NHIIF, in respect of a breach of NHIIF Tax Warranties (including any liability pursuant to Clause 8.4 of the SPA) will not exceed 10% (ten percent) of the Respective Proportion of the Sale Consideration with respect to NHIIF; it being understood that, for the avoidance of doubt, save as expressly set out in paragraph 2.1(b) herein, any and all other monetary limitations of indemnity set out in Clause 8.9 of the SPA, as applicable to NHIIF, shall remain in full force and effect.

c) the Purchaser hereby acknowledges, confirms and agrees that the provisions of Clauses 8.1(b), 8.8(other than Clause 8.8(d)) and 8.9(b) (other than Clauses 8.9(b)(i), 8.9(b)(iv), 8.9(b)(vi) and 8.9(b)(vii)) of the SPA shall not apply to NHIIF, and expressly irrevocably waives any right to make claims or enforce the aforementioned provisions of the SPA.

2.2 The Parties agree that other than as set out above, all other provisions of the SPA shall remain unchanged and in full force and effect in accordance with the terms thereof, and the provisions of the SPA, including but not limited to Clause 11 (*Confidentiality*) and Clause 14 (*Miscellaneous*), shall be incorporated herein by reference as if the same were reproduced herein.

3. **Representations and Warranties**: Provisions of Clause 7.1 of the SPA shall apply *mutatis mutandis* to this Letter Agreement and shall be deemed to be incorporated herein by reference as if the same were reproduced herein.

4. **Governing Law and Dispute Resolution**: Provisions of Clause 12.1 and Clause 13 of the SPA shall apply *mutatis mutandis* to this Letter Agreement and shall be deemed to be incorporated herein by reference as if the same were reproduced herein.

5. This Letter Agreement shall be terminated automatically upon the termination of the SPA in accordance with the terms thereof. The Parties agree that notwithstanding anything to the contrary contained in the SPA: (a) this Letter Agreement shall be deemed to be a Transaction

Document under the SPA, solely as between the Parties hereto and solely with respect to the NHIIF Sale Transaction; and (b) in case of any inconsistency or conflict between the SPA and this Letter Agreement, this Letter Agreement shall prevail solely in respect of the matters expressly set out herein and solely as between the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Letter Agreement as of the date first above written.

[signature page follows]