Companies House

MR01(ef)

Registration of a Charge

Company name: **SEVAN DRILLING LIMITED**

Company number: **SC350264**

Received for Electronic Filing: **12/07/2018**

X7A1RMP6

Details of Charge

Date of creation: **02/07/2018**

Charge code: **SC35 0264 0010**

Persons entitled: **ING BANK N.V. AS SECURITY AGENT**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **APPLEBY (BERMUDA) LIMITED**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 350264

Charge code: SC35 0264 0010

The Registrar of Companies for Scotland hereby certifies that a charge dated 2nd July 2018 and created by SEVAN DRILLING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2018 .

Given at Companies House, Edinburgh on 13th July 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

WHITE & CASE

Dated 2 July 2018

Assignment of Earnings

between

Sevan Drilling Limited
as Bareboat Charterer

and

ING Bank N.V.
as Security Agent

CERTIFIED A TRUE AND CORRECT COPY
Jerome O. Wilson
Appleby (Bermuda) Limited
Canon's Court
22 Victoria Street
P.O. Box HM 1179
Hamilton HM EX
Bermuda
Date: 2 July 2018

Save for the material redacted pursuant to S 859G of the Companies Act 2006

White & Case LLP
5 Old Broad Street
London EC2N 1DW

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This Deed is made on 2 July 2018

Between:

(1) **Sevan Drilling Limited** (as described in more detail in Schedule 1) (the "**Bareboat Charterer**"); and

(2) **ING Bank N.V.** acting in its capacity as security agent (the "**Security Agent**").

It is agreed as follows:

1. Definitions and Interpretation

1.1 Terms defined in the Facility Agreement have, unless defined differently in this Deed, the same meaning when used in this Deed. In addition, in this Deed:

"**Assigned Property**" means all of the Rights which the Bareboat Charterer has or obtains at any time in the future under or in respect of the Earnings of the Drilling Rig, provided however that, if and to the extent that any consent or approval is required as a condition to an assignment of any of those Rights, those Rights shall not be Assigned Property unless and until the Security Agent is satisfied that such consent or approval is provided in accordance with the terms thereof.

"**Drilling Rig**" means the drilling rig described in Schedule 1 and as described in more detail in the Mortgage.

"**Enforcement Time**" means any time at which an Event of Default has occurred and is continuing and (i) a notice has been served on the Borrowers by the Agent in accordance with Clause 25.18 (*Acceleration*) of the Facility Agreement or (ii) the Facility has been automatically accelerated in accordance with Clause 25.19 (*Automatic Acceleration*) of the Facility Agreement.

"**Existing Assignment of Earnings**" means the assignment of earnings dated 23 October 2013 between the Bareboat Charterer and the Security Agent.

"**Facility Agreement**" means the senior secured credit facility agreement dated 30 September 2013, as amended and restated on or around the date of this Deed and as may be further amended and restated, novated or replaced from time to time (however fundamentally, including by an increase of any size in any facility made available under it, the alteration of the nature, purpose or period of any such facility or the change of its parties).

"**Mortgage**" means a first priority mortgage over the Drilling Rig in favour of the Security Agent entered into on or around 8 May 2014 and as amended by a first amendment of first naval mortgage between the Owner and the Security Agent dated on or around the date of this Deed and includes any deed of covenant collateral to such mortgage.

"**Receiver**" means a receiver and/or manager appointed under this Deed.

"**Right**" means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

"**Secured Obligations**" means the Obligors' obligations and liabilities under the Finance Documents, including (without limitation) the Borrowers' obligation to repay the Facility together with all unpaid interest, default interest, commissions, charges, expenses and any other derived liability whatsoever of the Obligors towards the Finance Parties in connection with the Finance Documents.

1.2 **Construction**

Clause 1.2 (*Construction*) of the Facility Agreement and any other provision of the Facility Agreement which, by its terms, purports to apply to all of the Finance Documents and/or any Obligor shall apply to this Deed as if set out in it but with all necessary changes and as if references in the provision to Finance Documents referred to this Deed.

1.3 **Conflict and Inconsistency**

In case of conflict or inconsistency between any provision in this Deed and any provision of the Facility Agreement, the relevant provision of the Facility Agreement shall prevail (and the relevant provision(s) of this Deed shall not apply) to the extent of such conflict or inconsistency, provided however that this shall not in any way be interpreted or applied to prejudice the legality, validity or enforceability of this Deed.

1.4 **Supplemental Security**

(a) All Security Interests created by or pursuant to this Deed are created in addition and without prejudice but subject to the equivalent Security Interests created by or pursuant to the Existing Assignment of Earnings, until such time as the Security Interests created by or pursuant to the Existing Assignment of Earnings cease to have effect.

(b) The existence of, and the Security Interests created by or pursuant to, the Existing Assignment of Earnings are acknowledged and, notwithstanding any references to the contrary herein, there shall be no breach of this Deed by reason of the Security Interests created by or pursuant to this Deed ranking after the Security Interests created by or pursuant to the Existing Assignment of Earnings and such references shall be construed accordingly.

(c) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Existing Assignment of Earnings and the same asset or right is expressed to be assigned again under this Deed, the assignment under this Deed will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security Interests created by or pursuant to the Existing Assignment of Earnings cease to have effect at a time when this Deed continues to be effective.

(d) Each of the Bareboat Charterer and Security Agent hereby confirm that it is the intention that this Deed does not affect the rights of the Finance Parties under the Existing Assignment of Earnings, which shall remain in full force and effect.

2. Assignment

2.1 The assignment contained in this Clause 2 secures the payment and discharge of the Secured Obligations and is given, subject to the Existing Assignment of Earnings, with full title guarantee.

2.2 The undertakings of the Bareboat Charterer under this Clause 2 and the other provisions of this Deed and the assignment contained in this Clause 2 are given to the Security Agent as agent and trustee for the Finance Parties.

2.3 Subject to the Existing Assignment of Earnings, the Bareboat Charterer assigns to the Security Agent absolutely the Assigned Property, and any right of redemption or reassignment arising in relation to the discharge of the Existing Assignment of Earnings.

2.4 Unless it is an Enforcement Time and the Security Agent directs to the contrary, the Drilling Rig's Earnings (excluding service income for manning, services and procurement etc. held with separate third party contractors for the purpose of optimizing the fiscal structure of the

drilling operations) shall be payable to the Earnings Account held in the name of the Bareboat Charterer, but following such a direction, such Earnings shall be payable to the Security Agent or as it may direct and the Security Agent may instruct any person from whom such Earnings are due to pay them accordingly. Any such Earnings then in the hands of an agent of the Bareboat Charterer shall be deemed to be held to the order of the Security Agent.

2.5 Any moneys received by the Security Agent in accordance with Clause 2.4 shall be applied in accordance with Clause 7 (*Application of Proceeds*).

2.6 The Bareboat Charterer shall:

(a) issue a notice of assignment to any person from whom any part of the Assigned Property is or may be due at the date hereof, being substantially in the form set out in Part I of Schedule 2 (*Form of Notices*); and

(b) use its best efforts to obtain a consent of assignment from said person(s), substantially in the form set out in Part 2 of Schedule 2 (*Form of Notices*).

2.7 The Bareboat Charterer shall, on any subsequent date on which it enters into a Charter Contract, or otherwise at the request of the Security Agent, issue a notice of assignment (in such form as the Security Agent may reasonably require consistent with this Clause 2) to any person reasonably nominated by the Security Agent (being a person (i) to whom a notice of assignment has not previously been given by the Bareboat Charterer in accordance with Clause 2.6, and (ii) with an interest in the Assigned Property or any part thereof) within 5 Business Days of the Security Agent's request to issue a notice of assignment, and the Bareboat Charterer shall, when that notice of assignment requires acknowledgement, use reasonable efforts to procure that each such person executes and delivers to the Security Agent a copy of that notice of assignment with an acknowledgement thereof in the form set out in that notice of assignment.

2.8 If the Security Agent is satisfied that all the Secured Obligations have been irrevocably and unconditionally discharged in full, the Security Agent shall, at the request and cost of the Bareboat Charterer, release and discharge the security constituted by this Deed and reassign the Assigned Property to the Bareboat Charterer. Section 93 of the Law of Property Act 1925 shall not apply to this Deed.

3. Restrictions on Security and Disposal

The Bareboat Charterer shall ensure that, during the Security Period, except as permitted under the Finance Documents and pursuant to the Existing Assignment of Earnings, there is no disposal of any of the Assigned Property and, other than any Security Interests constituted or permitted by, or created pursuant to, this Deed, the Existing Assignment of Earnings or the other Finance Documents, no Security Interest shall exist over, or in relation to, the Assigned Property.

4. Perfection and Protection of Security

4.1 The Bareboat Charterer shall, as soon as reasonably practicable, execute all such documents (including notices), effect all such registrations and filings, deposit all such documents and do all such things as the Security Agent may reasonably require in order to:

(a) ensure that it has an effective first priority assignment of the Assigned Property; and

(b) facilitate the enforcement of this Deed, the realisation of the Assigned Property or the exercise of any rights held by the Security Agent or any Receiver under or in connection with this Deed.

4.2 The Security Agent may take any action it thinks appropriate to protect or maintain its rights under this Deed or to remedy any breach by the Bareboat Charterer of its undertakings under the Finance Documents relating to the Assigned Property (including taking out insurances for the Drilling Rig).

5. Representations

The Bareboat Charterer represents and warrants that on the date of this Deed:

(a) save for any Drilling Unit Permitted Encumbrances and any Security Interest created pursuant to this Deed and the Existing Assignment of Earnings, it is the sole legal and beneficial owner of the Assigned Property.

(b) other than pursuant to the Existing Assignment of Earnings, it has not disposed of any of the Assigned Property;

(c) there is no agreement or arrangement whereby any Earnings may be shared with any other person otherwise than as expressly permitted by the terms of the Finance Documents; and

(d) the representations and warranties concerning the Bareboat Charterer and/or this Deed made or deemed repeated on the date of this Deed under the Facility Agreement are true and correct.

6. Enforcement

6.1 The Security Agent may enforce the security created by this Deed in any way it may decide at any time which is an Enforcement Time by exercising any powers conferred on it by law or by this Deed and, in addition, may:

(a) collect, recover and give a good discharge for any moneys or claims in respect of the Assigned Property;

(b) settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person relating to the Assigned Property;

(c) bring, prosecute, defend or abandon any action, suit or proceedings in relation to the Assigned Property;

(d) do anything incidental or conducive to the exercise of its rights as assignee of the Assigned Property; and/or

(e) appoint a Receiver of the Assigned Property.

6.2 The Security Agent and any Receiver may use the name of the Bareboat Charterer when exercising their powers under this Deed.

6.3 Section 103 of the Law of Property Act 1925 shall not apply to any disposal of the Assigned Property pursuant to this Deed.

6.4 A Receiver shall have:

(a) the powers given to him by law;

(b) all the powers given to a mortgagee or a receiver by the Law of Property Act 1925;

(c) all the powers and discretions conferred on the Security Agent by this Deed; and

(d) the power to do, or omit to do, on behalf of the Bareboat Charterer, anything which the Bareboat Charterer could have done, or omitted to do, in respect of the Assigned Property if the Receiver had not been appointed.

6.5 A Receiver shall be the agent of the Bareboat Charterer until otherwise required by any applicable law and the Bareboat Charterer shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration. A Receiver shall have no authority to act as agent for the Security Agent even if the Receiver ceases to be the agent of the Bareboat Charterer under any applicable law. The Security Agent may from time to time determine the remuneration of any Receiver and any applicable law or regulation restricting such remuneration shall be varied accordingly. A person dealing with the Security Agent or a Receiver or any officer, employee or agent of the Security Agent or a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that those persons have the power to do those things which they are purporting to do and are exercising their powers properly.

6.6 The Security Agent or any Receiver may delegate in any manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made on such terms (including power to sub-delegate) as the Security Agent or Receiver thinks fit.

7. Application of Proceeds

7.1 All moneys received by the Security Agent or by a Receiver in the exercise of their rights under this Deed shall, subject to the rights of any persons having priority, be applied first, in or towards payment of any amounts payable under Clause 11 (*Enforcement Costs*) and after that in accordance with clause 30.6 (*Application following an Event of Default*) of the Facility Agreement.

7.2 If the moneys applied in this way are not sufficient fully to pay and discharge the Secured Obligations, the Bareboat Charterer shall continue to be liable for the balance of the Secured Obligations.

8. Appropriation of Financial Collateral

Subject to the terms of this Deed, to the extent that the Assigned Property constitutes "financial collateral" and this Deed constitutes a "security financial collateral arrangement" (in each case as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)), at any time after the Security Interests constituted by this Deed have become, and remain, enforceable, the Security Agent may appropriate all or any part of the Assigned Property in or towards satisfaction of the Secured Obligations, the value of the property so appropriated being such amount as the Security Agent shall determine in a commercially reasonable manner (acting on the instructions of the Required Majority).

9. Power of Attorney

9.1 The Bareboat Charterer by way of security irrevocably appoints each of the Security Agent and any Receiver severally to be its attorney (with full powers of substitution) in its name and on its behalf to do all things which the attorney may consider necessary or desirable to enable it:

(a) to perform any action which the Bareboat Charterer is obliged to take under this Deed but has not taken;

(b) to exercise any of the rights, powers and authorities conferred on it by this Deed or by law; or

(c) to record this Deed and any document executed pursuant to Clause 4 (*Perfection and Protection of Security*) in any court, public office or elsewhere.

9.2 The power of attorney in this Clause 9 may only be exercised at an Enforcement Time but the exercise of such power shall be conclusive evidence of the Security Agent's or the Receiver's right to exercise it and no person dealing with the Security Agent or the Receiver shall need to enquire whether it is, or shall be affected by notice that it is not, an Enforcement Time. The Bareboat Charterer ratifies and confirms whatever the attorney does or purports to do under Clause 9.1.

10. Continuing Security

10.1 This Deed and the obligations of the Bareboat Charterer under this Deed shall extend to the ultimate balance owing by any Obligor in respect of the Secured Obligations, regardless of any intermediate payment in whole or in part.

10.2 This Deed is in addition to and is not in any way prejudiced by any other security, guarantee, right, power or remedy now or subsequently held by the Security Agent or any of the other Finance Parties.

10.3 Neither the Security Agent nor any Receiver shall be obliged to enquire about the nature or sufficiency of any payment received by it under this Deed or to take any action to enforce this Deed.

10.4 The Bareboat Charterer shall remain liable to perform all its obligations in relation to the Assigned Property and the Security Agent is not responsible for those obligations.

10.5 If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by any Finance Party in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Bareboat Charterer under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

10.6 The obligations of the Bareboat Charterer under this Deed will not be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or to any Finance Party), including:

(a) any time, waiver or consent granted to, or composition with, any Obligor or any other person;

(b) the release of any Obligor or any other person;

(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 Obligor or any other person or 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;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;

(e) any amendment (however fundamental) or replacement of a Finance Document or any other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

10.7 The Bareboat Charterer waives any right it may have of first requiring a Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Bareboat Charterer under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

10.8 Until the Secured Obligations have been irrevocably and unconditionally discharged in full, the Security Agent or a Receiver may:

(a) refrain from applying or enforcing any other money, security or Rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Obligations, or apply and enforce the same in the manner and order it thinks fit (whether against those amounts or otherwise) and the Bareboat Charterer will not be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any money received from the Bareboat Charterer or on account of the Bareboat Charterer's liability under this Deed.

11. Enforcement Costs

The Bareboat Charterer shall, on demand by the Security Agent, pay (and indemnify the Security Agent and any Receiver against) all costs, expenses, liabilities or other amounts incurred by the Security Agent, any Finance Party or any Receiver in connection with:

(a) the taking, holding, protection, enforcement or preservation of this Deed;

(b) the exercise or purported exercise of any of the rights, powers, discretions and remedies vested in the Security Agent and each Receiver by this Deed or by law unless and to the extent that it was caused by its gross negligence or wilful misconduct;

(c) any claim (whether relating to the environment or otherwise) made or asserted against it which would not have arisen but for the execution or enforcement of this Deed (unless and to the extent it is caused by its gross negligence or wilful misconduct);

(d) any breach by the Bareboat Charterer of this Deed; or

(e) any amendment, waiver, consent or release of this Deed,

and pay any remuneration payable to any Receiver.

12. Benefit of Deed and Miscellaneous

12.1 The Security Agent may assign its rights under this Deed to any person appointed as Security Agent under the Facility Agreement. It is intended that this document takes effect as a deed even though the Security Agent may only execute it under hand.

12.2 Other than the Finance Parties, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

12.3 This Deed may be rescinded or varied by the parties to it without the consent of any person who is not a party to it (unless otherwise provided by the Facility Agreement).

12.4 The provisions of Clause 32 (*Notices*) of the Facility Agreement shall apply *mutatis mutandis* in respect of any communication given or made under this Deed.

12.5 The rights created by this Deed are in addition to any other rights of the Finance Parties against the Bareboat Charterer or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other rights, and are not limited by them.

12.6 This Deed may be executed in counterparts.

13. Governing Law and Enforcement

13.1 This Deed and any non-contractual obligations connected with it are governed by English law.

13.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**").

13.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they shall not argue to the contrary.

13.4 Clauses 13.2 and 13.3 are for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with competent jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

13.5 Without prejudice to any other mode of service allowed under any relevant law, the Bareboat Charterer:

(a) irrevocably appoints the person named in Schedule 1 as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed;

(b) agrees that failure by the process agent to notify the Bareboat Charterer of the process shall not invalidate the proceedings concerned; and

(c) if any person appointed as process agent for the Bareboat Charterer is unable for any reason to act as agent for service of process, the Bareboat Charterer must promptly (and in any event within ten days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

Schedule 1

Information

Bareboat Charterer

Country of incorporation:	Scotland
Registered number:	SC350264
Registered office:	191 West George Street, Glasgow G2 2LD, Scotland

Process Agent

Name:	Seadrill Management Ltd
Registered office:	2nd Floor, Building 11, Chiswick Business Park, 566 Chiswick High Road, London W4 5YS

The Drilling Rig

Name:	m.v. "Sevan Driller"
Flag:	Singapore
Official Number:	396790
IMO Number:	8769846

Schedule 2
Form of Notices

Part 1
Form of Notice of Assignment

To: [•]

Date: [•]

Dear Sirs,

We refer to contract no. [•] dated [•] (the "Contract") made between yourselves and [•] and [•] related to the rig "Sevan Driller" (the "Unit").

We hereby give you notice that notwithstanding anything to the contrary in the Contract, all payments to ourselves under the Contract shall be made to the following bank account:

Account no.: [•]

IBAN no.: [•]

Account Holder: Sevan Drilling Limited

Bank: [•],

as such bank account may be updated for any replacement and/or additional bank accounts from time to time by us giving notice to you and which has been pledged in favour of ING Bank N.V., the agent (the Agent) under a loan agreement for the Unit entered into on 30 September 2013 (as amended and restated, supplemented and/or modified from time to time).

The payment instruction set out above cannot be revoked or varied by us without the consent of the Agent. The instructions set out in this notice shall be governed by and construed in accordance with English Law.

Please also be informed that, subject to your approval, which we hereby seek to obtain pursuant to clause [•] of the Contract, we have assigned, by way of security, in favour of the Agent our rights to receive moneys payable to us under the Contract, damages for breach of the Contract and payments for its variation or termination, and all rights to recover or make claims in respect thereof (the "Assignment").

By executing the acknowledgement of this notice of assignment and request of consent, the addressee hereof consents and authorises the Assignment in favour of the Agent.

Please do not hesitate to revert to the undersigned if you have any queries in respect of the above.

Yours faithfully

Sevan Drilling Limited.
For and on behalf of

_____

[•]

Part 2
Form of Consent to Assignment

To: ING Bank N.V.

We acknowledge receipt of the above Notice of Assignment from Sevan Drilling Limited and consent to the Assignment referred to in that notice.

Yours faithfully

[•]
For and on behalf of

_____
[•]

Date:

Signatories

The Bareboat Charterer

EXECUTED as a deed by **Sevan Drilling Limited** acting by a person who, in accordance with the laws of Scotland is duly authorised by **Sevan Drilling Limited** to sign on its behalf, in the presence of:

[redacted]

Name: Georgina E. Sousa
Title: Authorised Person

Witness's Signature [redacted]

Name: .....
Jennifer L. Pancheud

Address: Attorney
Conyers Dill & Pearman Limited
Clarendon House, 2 Church Street
Hamilton, Bermuda

Occupation: .....

The Security Agent

EXECUTED as a deed by **ING Bank N.V.** acting by a person who, in accordance with the laws of The Netherlands is duly authorised by **ING Bank N.V.** to sign on its behalf in the presence of:

.....
Name:
Title:

Witness's Signature .....

Name: .....

Address: .....

.....

Occupation: .....

Signatories

The Bareboat Charterer

EXECUTED as a deed by **Sevan Drilling Limited** acting by a person who, in accordance with the laws of Scotland is duly authorised by **Sevan Drilling Limited** to sign on its behalf, in the presence of:

.....
Name:
Title:

Witness's Signature .....

Name: .....

Address: .....

.....

Occupation: .....

The Security Agent

EXECUTED as a deed by **ING Bank N.V.** acting by a person who, in accordance with the laws of The Netherlands is duly authorised by **ING Bank N.V.** to sign on its behalf in the presence of:

[redacted]
Name: Silje-Marie Wahl Blomkvist
Title: Advokatfullmektig/Associate
Attorney-in-fact

Witness's Signature [redacted]

Name: STINE JEANSEN PARTEN

Address: [redacted]

Occupation: Associate

Stine Parten
Certified copy/Rett kopi
Stine Parten
Advokatfullmektig/Associate