

MR01 06/209/617

Particulars of a charge



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

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 court order extending the time for delivery.



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

TUESDAY



S44BTVM

SCT

31/03/2015

#108

COMPANIES HOUSE

1 Company details

Company number S C 3 6 2 1 9 4

Company name in full Mintra Training Portal Limited

For official use

3

→ 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 1 1 0 3 2 0 1 5

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 Nordea Bank Norge ASA

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.

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.

Brief description

N/A

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.

☐

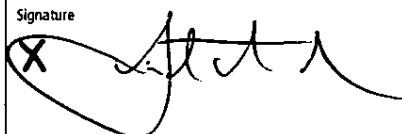
^① This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature



X

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 Jody Mitchell

Company name Ledingham Chalmers LLP

Address Johnstone House

52-54 Rose Street

Post town Aberdeen

County/Region

Postcode A B 1 0 1 H A

Country Scotland

DX AB15

Telephone 01224 408445



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 362194

Charge code: SC36 2194 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 11th March 2015 and created by MINTRA TRAINING PORTAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st March 2015.

Given at Companies House, Edinburgh on 31st March 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

FLOATING CHARGE


by

MINTRA TRAINING PORTAL LIMITED

in favour of

NORDEA BANK NORGE ASA
(as Security Agent on behalf of the Secured Parties)

Aberdeen: 30/3/15
Certified a true and complete copy


JODY BRUCE MITCHELL, SOLICITOR

ledingham|chalmers_{LLP}

Johnstone House, 52-54 Rose Street, Aberdeen
LP 39 DX AB 15
Reference: JMI/2015

This **FLOATING CHARGE** is made by:-

1. **MINTRA TRAINING PORTAL LIMITED**, a company registered in Scotland (Company Number SC362194), and having its registered office at 18 Carden Place, Aberdeen, AB10 1UQ ("**Company**") in favour of
2. **NORDEA BANK NORGE ASA**, of Middelthuns gate 17, 0368 Oslo, Norway (Organisation No. 911 044 110), as security agent for the Secured Parties ("**Security Agent**").

1. **Definitions**

1.1. In the interpretation of this Charge:-

"**Assets**" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

"**Declared Default**" means an Event of Default in respect of which the Security Agent has given notice to the Parent in accordance with Clause 26.16 (*Acceleration*) of the Facilities Agreement;

"**Facilities Agreement**" means the senior facilities agreement dated 4 December 2014 entered into by the Parent, Startfase 717 AS (now known as RCAF E-Learning AS) (business enterprise no. 914 441 358), Nordea Bank Norge ASA in its various capacities (including as Agent), and Nordea Bank Finland Plc;

"**Parent**" means RCAF E-Learning Holding AS (formerly Startfase 716 AS) (business enterprise no. 914 441 307);

"**Receiver**" means a receiver or administrative receiver appointed pursuant to this Charge in respect of the Company or over all or any of the Assets;

"**Secured Obligations**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Secured Parties (or any of them) under the Finance Documents, together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents, or any other document evidencing or securing any such liabilities.

1.2. References to:-

- 1.2.1. statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
- 1.2.2. "control" of any company shall be interpreted in accordance with Section 995 of the Income Tax Act 2007;
- 1.2.3. "including" shall not be construed as limiting the generality of the words preceding it;
- 1.2.4. any term or phrase defined in the Companies Act 1985 or 2006 (as amended from time to time) shall bear the same meaning in this Charge;
- 1.2.5. words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

- 1.2.6. this Charge and to any provisions of it or to any other document referred to in this Charge shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
- 1.2.7. any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
- 1.2.8. any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.2.9. clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
- 1.2.10. a "fixed security" are to be construed in accordance with the terms of Section 486 of the Companies Act 1985.
- 1.3 Unless the context otherwise requires, terms defined in the Facilities Agreement shall have the same meaning in this Charge.

2. Payment Obligation

The Company shall when the same become due and payable pay or discharge the Secured Obligations.

3. Charging Provision

- 3.1. As a continuing security for the payment and discharge of the Secured Obligations the Company grants a floating charge over the Assets to the Security Agent for itself and as trustee for the Secured Parties.
- 3.2. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Charge.

4. Negative Pledge and Ranking of Floating Charge

- 4.1. The Company agrees that it shall be prohibited from granting or creating subsequent to the date of this Charge any fixed security or any other floating charge over the Assets or any part or parts of them, other than in favour of the Security Agent or in favour of another person and with the prior written consent of the Security Agent.
- 4.2. Any fixed security granted by the Company in favour of the Security Agent (whether before or after this Charge) shall rank in priority to the floating charge created by this Charge.
- 4.3. In the event that the Company grants or creates any fixed security or floating charge in breach of the prohibition in clause 4.1 or with the consent of the Security Agent under clause 4.1 but with no written agreement of the Security Agent as to the ranking of them, this Charge shall rank in priority to that fixed security or floating charge.

5. Restrictions

- 5.1. Except with the prior written consent of the Security Agent (which shall not be unreasonably withheld) the Company shall not:-
 - 5.1.1. sell, transfer, assign, factor, lease, license or otherwise dispose of all or any of the Assets or its interest in them other than in the ordinary course of trading;

- 5.1.2. without prejudice to the foregoing, grant any lease of, part with possession or share occupation of, the whole or any part of any of its heritable, freehold or leasehold property or any interest or estate therein;
 - 5.1.3. vary, surrender, cancel or dispose of, or permit to be irritated or forfeit, any lease or licence of its heritable freehold or leasehold property;
 - 5.1.4. cause or permit to be done anything which would in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Assets.
- 5.2. The Company shall:-
- 5.2.1. at all times comply with the terms of this Charge and of all agreements relating to the Secured Obligations;
 - 5.2.2. if and when required by the Security Agent, grant in its favour (or as the Security Agent shall direct), such fixed or specific security or charge or assignation over all or any of the Assets as the Security Agent may require;
 - 5.2.3. at its own cost on demand in writing by the Security Agent execute and deliver (in such form as the Security Agent may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as the Security Agent (acting reasonably) may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Charge or for facilitating the realisation of the Assets charged by this Charge or the exercise of any rights of the Security Agent under this Charge.
 - 5.2.4. comply in all material respects with the terms of all applicable laws and regulations including (without limitation) all environmental laws, legislation relating to public health, town and country planning, control and handling of hazardous substances or waste, fire precautions and health and safety at work;
 - 5.2.5. promptly notify the Security Agent of the acquisition by the Company of any interest in any heritable, freehold or leasehold property;
 - 5.2.6. promptly upon request by the Security Agent deposit with the Security Agent all deeds, certificates and documents of title relating to the Assets or any part of them and all policies of insurance and assurance;
 - 5.2.7. keep the Assets in good and substantial repair and in good working order and condition, ordinary wear and tear excepted;
 - 5.2.8. ensure that all the Assets that are insurable are insured with reputable insurance companies or underwriters to such extent and against such risks as is normal for prudent companies in businesses similar to those of the Company (or as otherwise requested in writing by the Security Agent from time to time) and (without limitation to the generality of the foregoing):-
 - (a) pay all premiums and other money due and payable under all such insurances and provide premium receipts or any other evidence of payment promptly upon request to do so by the Security Agent;
 - (b) ensure that the interest of the Security Agent is noted on the policies in respect of such insurances or, at the request of the Security Agent, that such policies contain such other provisions for the protection of the Security Agent as the Security Agent may from time to time require;

- 5.2.9 notify the Security Agent immediately if any creditor executes diligence against the Company or any distress or execution is levied or enforced against the Company or any third party debt order or freezing order is made and served on the Company;
- 5.2.10 notify the Security Agent immediately if any steps (including, without limitation, the making of an application or the giving of any notice) are taken by any person (including, without limitation, the Company) in relation to the administration, receivership, winding-up or dissolution of the Company;
- 5.2.11 maintain its centre of main interests (COMI), for the purposes of the Council Regulation (EC) No 1346/2000 on Insolvency Proceedings, in the United Kingdom.

6. Protection of Security

- 6.1 The Company agrees that this Charge is and shall be in addition and without prejudice to any other security or rights which the Security Agent holds or may hold in respect of all or any of the Secured Obligations.
- 6.2. This Charge will be a continuing security for the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing whatsoever.
- 6.3. The obligations of the Company under this Charge will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation):-
 - 6.3.1. any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Security Agent may have now or in the future from or against the Company or any other person in respect of the Secured Obligations;
 - 6.3.2. any act or omission by the Security Agent or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Company or any other person or the invalidity or unenforceability of any such security or guarantee;
 - 6.3.3. any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Obligations or any exercise by the Security Agent (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Company or any other person;
 - 6.3.4. any grant of time, indulgence, waiver or concession to the Company or any other person;
 - 6.3.5. any arrangement or compromise entered into between the Security Agent and the Company or any other person;
 - 6.3.6. the administration, insolvency, bankruptcy, sequestration, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Company or any other person;
 - 6.3.7. the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Obligations or any of the obligations of the Company or any other person;

- 6.3.8. any postponement, discharge, reduction, non-provability, inability to claim, or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order.
- 6.4. the Security Agent shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Charge or by law to:-
 - 6.4.1. take any action or obtain judgment or decree in any court against the Company;
 - 6.4.2. make or file any claim to rank in a winding-up or a liquidation of or other proceedings relating to the Company; or
 - 6.4.3. enforce or seek to enforce any other security taken, or exercise any right or plea available to the Security Agent, in respect of the Secured Obligations.
- 6.5. Any settlement or discharge between the Company and the Security Agent shall be conditional upon no security or payment granted or made to the Security Agent by the Company or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of the Security Agent) the Security Agent shall be entitled to recover from the Company the value or amount of such security or payment from the Company as if such settlement or discharge had not occurred.

7. Enforcement

This Charge shall become enforceable upon the occurrence of a Declared Default.

8. Appointment of Receiver or Administrator

- 8.1. At any time after this Charge has become enforceable in accordance with Clause 7 the Security Agent shall be and is entitled to appoint in writing any one or more persons as:
 - 8.1.1. a Receiver of all or any of the Assets; and/or
 - 8.1.2. an administrator of the Company,

in each case in accordance with and to the extent permitted by applicable laws. The Security Agent may not appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000 except with the leave of the court.
- 8.2. Without prejudice to the foregoing provisions, if any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then the Security Agent shall be entitled to appoint another person or persons as Receiver or Receivers in his place.
- 8.3. Where more than one Receiver is appointed they will have power to act separately (unless the appointment by the Security Agent specifies to the contrary).
- 8.4. The Company shall be solely responsible for the acts and defaults of a Receiver appointed under this Charge and for his remuneration, costs, charges and expenses and the Security Agent shall not have any liability or responsibility in respect of any act or default of such Receiver or of any such remuneration, costs, charges and expenses.

- 8.5. Subject to section 58 of the Insolvency Act 1986, the Security Agent may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another person as Receiver in his place.
- 8.6. The Receiver will be the agent of the Company (which will be solely liable for his acts, defaults and remuneration) and will have and be entitled to exercise in relation to the Company all the powers set out in Schedule 2 to the Insolvency Act 1986 and, in addition to such powers, the Receiver will have power:-
- 8.6.1. to promote the formation of a subsidiary or subsidiaries of the Company, including, without limitation, any such subsidiary formed for the purpose of purchasing, leasing, licensing or otherwise acquiring interest in all or any of the assets of the Company;
 - 8.6.2. to make any arrangement or compromise which the Security Agent or the Receiver may think fit;
 - 8.6.3. to sever any fixtures (including trade and tenants fixtures) from the property of which they form part;
 - 8.6.4. to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Assets including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by the Company;
 - 8.6.5. to convene an extraordinary general meeting of the Company;
 - 8.6.6. to exercise all powers conferred by the Insolvency Act 1986 on receivers appointed in England and Wales in respect of any of the Assets located in England and Wales;
 - 8.6.7. to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets.
- 8.7. No purchaser, security grantee or other person dealing with a Receiver shall be concerned whether the Secured Obligations have become payable or enforceable or whether any money remains outstanding under this Charge or shall be concerned with any application of any money paid to the Receiver.

9. Application of Security Proceeds

- 9.1. Any money received under the powers conferred by this Charge will, subject to the payment or repayment of any prior claims, be paid or applied in payment or discharge of the Secured Obligations (subject to the terms of section 60 of the Insolvency Act 1986 and other applicable laws) provided that the Receiver may retain any money in his hands for so long as he thinks fit and the Security Agent may, without prejudice to any other rights the Security Agent may have at any time and from time to time, place and keep for such time as the Security Agent may think prudent any money received, recovered or realised under or by virtue of this Charge to or at a separate or suspense account to the credit either of the Company or as the Security Agent thinks fit without any immediate obligation on the part of the Security Agent to apply such money or any part of such money in or towards the payment or discharge of the Secured Obligations.
- 9.2. Subject to clause 9.1, any money received or realised by the Security Agent from the Company or a Receiver under this Charge or any administrator may be applied by the Security Agent to any item of account or liability or transaction in such order or manner as the Security Agent may determine.

10. New Accounts

At any time following the Security Agent receiving notice (actual or constructive) that all or any of the Assets have been encumbered by the grant of any fixed security, floating charge or other security right or have been disposed of, the Security Agent may open a new account or accounts with the Company and (without prejudice to any right of the Security Agent to combine accounts) no money paid in or carried to the Company's credit in any such new account will be appropriated towards or have the effect of discharging any part of the amount due to the Security Agent on any closed account. If the Security Agent does not open a new account or accounts, the Security Agent will nevertheless be treated as if it had done so at the time when it received (or was deemed to have received) such notice and as from that time all payments made to the Security Agent will be credited or be treated as having been credited to the new account or accounts and will not reduce the amount of the Secured Obligations.

11. Costs and Expenses

The Company shall pay or reimburse to the Security Agent on demand (on a full indemnity basis) all costs, charges and expenses (including legal fees) properly incurred or to be incurred by the Security Agent in the creation, registration, perfection, enforcement, discharge and/or assignation of this Charge (including, without limitation, the costs of any proceedings in relation to this Charge or the Secured Obligations), which costs, charges and expenses shall form part of the Secured Obligations.

12. Power of Attorney

- 12.1. The Company irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver or Receivers, and in each case independently as the attorney and attorneys of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under this Charge or may be required or deemed proper in the exercise of any of rights or powers conferred on the Security Agent or any Receiver hereunder or otherwise for any of the purposes of this Charge.
- 12.2. The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment under Clause 12.1.

13. Indemnity

- 13.1. The Security Agent, every Receiver and every attorney, manager, agent, employee or other person appointed by the Security Agent or any such Receiver under or in connection with this Charge shall be and is hereby indemnified by the Company in respect of all liabilities, costs, losses and expenses properly incurred by it or him in the execution (or purported execution) of any of the powers, authorities or discretions vested in them or him pursuant to the terms of this Charge (or by any law or regulation) (save in the case of gross misconduct) and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to all or any of the property, assets and rights hereby charged and the Security Agent, any Receiver or any such other person may retain and pay all sums in respect of the same out of money received under the powers conferred by this Charge.
- 13.2. The indemnity under Clause 13.1 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of the Security Agent or the Receiver.

14. Notices

Every notice, request, demand or other communication under this Charge shall be made in accordance with Clause 34 (*Notices*) of the Facilities Agreement.

15. Miscellaneous


- 15.1. If at any time any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will be in any way affected or impaired.
- 15.2. No failure or delay by the Security Agent in exercising any right or remedy under this Charge shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy.
- 15.3. A certificate by any duly authorised officer of the Security Agent as to the amount of the Secured Obligations or any part of them shall, in the absence of manifest error, be conclusive and binding on the Company.

16. Governing Law and Jurisdiction

This Charge shall be governed by and construed according to Scots law, and the parties hereto submit to the non-exclusive jurisdiction of the Scottish courts as regards any claim, dispute or matter arising out of or relating to this Charge or its implementation or effect.

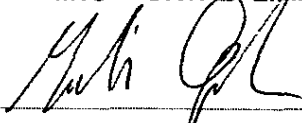
IN WITNESS WHEREOF this Charge consisting of this and the 7 preceding pages is executed as follows:-

They are subscribed for and on behalf of **MINTRA TRAINING PORTAL LIMITED** as undernoted:-



Director

Witness



Full Name

Martin Gustafsson

LARS THOMAS BLOMQVIST
Full name (BLOCK CAPITALS)

Address


Welling. 9, 11160 Stockholm

At Sweden

Sweden

On 11 march 2015

They are subscribed for and on behalf of **NORDEA BANK NORGE ASA** (in its capacity as security agent for the Secured Parties) as undernoted:-



Authorised Signatory

Witness



Full Name

NADIA SHAH

JONAS RAVN
Full name (BLOCK CAPITALS)

Address

NYBYGGERVEIEN 17, 1084 OSLO

At OSLO,
NORWAY

NORWAY

On 12 march 2015