



Registration of a Charge

Company Name: **TULLOW OIL PLC**

Company Number: **03919249**



Received for filing in Electronic Format on the: **17/05/2021**

XA4O8WB4

Details of Charge

Date of creation: **17/05/2021**

Charge code: **0391 9249 0056**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **N/A**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JOHN STEPHEN, SOLICITOR, VINSON & ELKINS RLLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3919249

Charge code: 0391 9249 0056

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th May 2021 and created by TULLOW OIL PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2021 .

Given at Companies House, Cardiff on 18th May 2021

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



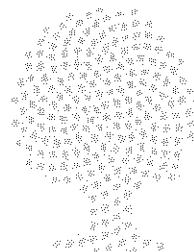
Companies House



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

**True Copy of the Deed of Pledge of shares in
Tullow Overseas Holdings B.V.**

Date of Deed 17 May 2021





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2021-054-023/Deed of pledge of shares Tullow Overseas Holdings B.V.

On the seventeenth day of May two thousand and twenty-one, there appeared — before me, Dr. Robrecht Anton Frits Timmermans, civil-law notary practicing in — Leiden, the Netherlands: —

Mrs. Aaltje Jantina Maaïke van Egmond, born in Rijnsburg, on the eighteenth day of March nineteen hundred fifty-three, for these purposes electing as her domicile the — offices of the aforementioned civil-law notary at Rapenburg 83, 2311 GK Leiden, the Netherlands, for the purposes hereof acting as a proxy in writing of: —

1. **Tullow Oil Plc**, a public company with limited liability incorporated under the — laws of the United Kingdom, having its business address at: 9 Chiswick Park, Chiswick High Road 566, London W4 5XT, United Kingdom, registered with — the Companies Registration Office, Cardiff, United Kingdom with number: — 3919249, this company hereinafter referred to as the **Pledgor**; —
2. **GLAS Trust Corporation Limited**, a private company incorporated under the laws of England and Wales, having its registered address at: 45 Ludgate Hill, — London, EC4M 7JU, registered with the Companies Registration Office, — Cardiff, United Kingdom with number: 07927175, this company hereinafter — referred to as the **Pledgee**; and —
3. **Tullow Overseas Holdings B.V.**, a private company with limited liability — (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under — the laws of the Netherlands, having its statutory seat (*statutaire zetel*) at — Amsterdam, the Netherlands, and with business address at: 9 Chiswick Park, Chiswick High Road 566, London W4 5XT, United Kingdom, registered with — the Dutch trade register under number: 34241488, this company hereinafter — referred to as: the **Company**. —

The person appearing, acting as aforementioned, declared the following: —

1.1. Definitions —

Capitalized terms used in this deed have the following meanings: —

Acceleration Event has the meaning given to that term in the Intercreditor — Agreement. —

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Amsterdam. —

Clause means a clause in this deed. —

Collateral means the Shares, the New Shares and (to the extent they are capable — of being pledged) the Pledgor's present and future rights against the Company — deriving from its ownership thereof, including but not limited to rights in respect of — dividend or of conversion, repurchase or capital reduction, bonus shares, stock — dividend, liquidation or other forms of distributions, warrants, claims and options. —

DCC means the Dutch Civil Code (*Burgerlijk Wetboek*). —

Debtor means each of Tullow Oil plc and each of the companies listed in the —

Intercreditor Agreement as Original Debtors, as well as each entity designated as a Debtor pursuant to the Intercreditor Agreement from time to time.

Intercreditor Agreement means the intercreditor agreement among, amongst others, Tullow Oil plc (as the Company and as Senior Secured Notes Issuer), the companies listed therein as Original Debtors, J.P. Morgan AG as Original RCF Agent, Deutsche Trustee Company Limited as Senior Secured Notes Trustee, the Pledgee as Security Agent, and certain entities listed therein as Original RCF Finance Parties, Original Intra-Group Lenders and Original Debtors, dated on or about six May two thousand and twenty-one, as amended from time to time.

New Shares means any and all shares in the share capital of the Company which the Pledgor acquires after the execution of this deed.

Meeting Rights means the right to, in person or by written proxy, attend and address the Company's general meeting.

Party means a party to this deed.

Secured Obligations means all monetary payment obligations (whether present or future, actual or contingent) of any Debtor to the Pledgee including but not limited to those under or in connection with the parallel debt created pursuant to clause 16.3 – (Parallel Debt (Covenant to pay the Security Agent)) of the Intercreditor Agreement).

Security Agent means the Pledgee in its capacity as security agent and trustee of the Secured Parties (as defined in the Intercreditor Agreement) under the Intercreditor Agreement.

Shares means one billion nine hundred fifty-three million one hundred twenty-two thousand five hundred ninety-six (1,953,122,596) registered ordinary shares in the share capital of the Company, with a nominal value of one euro (EUR 1) each, numbered 1 up to and including 1,953,122,596.

Voting Rights means the voting rights attached to the Shares and any New Shares.

1.2. Construction

(a) A reference to any "Collateral" includes all rights attached to such Collateral, including dependent rights and ancillary rights.

(b) A reference to any "Secured Debt Document" or to any agreement or document (under whatever name) is a reference to that Secured Debt Document or such agreement or document as it may have been or be extended, prolonged, amended, varied, restated, supplemented, renewed, novated or otherwise modified from time to time, including without limitation by way of increase, reduction, alteration of the purpose or other amendment of the facilities made available under it, addition of new facilities, any rescheduling of indebtedness incurred thereunder, accession or retirement of the parties to that document or any combination of the foregoing.

(c) A reference to the Pledgor, the Pledgee, the Company, the Security Agent or any other entity is also a reference to any successor or assignee of such entity.

(d) A reference to a "right of pledge" is, unless the context requires otherwise, a reference to a right of pledge purported to be created under this deed over each individual asset falling within the scope of the definition of Collateral.

(e) A reference to a "default" in relation to the payment of the Secured Obligations is



a reference to any non-payment of the Secured Obligations when due, without any reminder letter or notice of default being required. _____

(f) English language words used in this deed intend to describe Dutch legal concepts only and the consequences of the use of those words in English law or any other foreign law are to be disregarded. _____

(g) Notwithstanding anything to the contrary in this deed but without prejudice to the creation of any security interest under this deed, the terms of this deed shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Secured Debt Documents (other than this deed)), and the Pledgee shall promptly enter into such documentation and/or take such other action in relation to this deed as is required by the Pledgor (acting reasonably) in order to facilitate any such transaction, matter or other step, including, but not limited to, by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Pledgee entering into such documentation and/or taking such other action at the request of such Pledgor pursuant to this clause shall be for the account of the Pledgor, subject to clause 20 (Costs and Expenses) of the Intercreditor Agreement. _____

2. AGREEMENT AND CREATION OF PLEDGE

2.1. Agreement to pledge Collateral

As security for the payment when due of the Secured Obligations, the Pledgor agrees with the Pledgee to grant to the Pledgee, as the case may be in advance, a right of pledge over the Collateral. _____

2.2. Creation of pledge over Collateral

As security for the payment when due of the Secured Obligations, the Pledgor hereby grants to the Pledgee, as the case may be in advance, by way of third party security a right of pledge over the Collateral. The Pledgee, as the case may be in advance, hereby accepts this right of pledge. _____

2.3. Notification of pledge

The pledge of the Collateral is hereby notified to the Company. _____

3. REPRESENTATIONS AND WARRANTIES

3.1. Representations and warranties

Any reference to Collateral in this Clause 3.1 (Representations and warranties), shall be construed as a reference to the Collateral owned by the Pledgor on the date of this deed. The Pledgor represents and warrants to the Pledgee that: _____

(a) subject to any restrictions under the Company's articles of association, it has full title to the Collateral and it has full power to dispose of and encumber the Collateral; _____
(b) this deed creates a first ranking right of pledge over the Collateral in favor of the Pledgee; _____

(c) except as permitted under the Secured Debt Documents, the Collateral is not subject to any limited right (*beperkt recht*) or other encumbrance and no offer has been made or agreement entered into to transfer or encumber, whether or not in advance, the Collateral and no attachment (*beslag*) has been levied on the Collateral; _____

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(d) there are no outstanding options or other rights entitling the holder thereof to the transfer of (part of) the Collateral or any of the present or future rights relating—
thereto; _____

(e) no rights to receive dividends or other forms of distributions with respect to any —
of the Shares and/or any of the New Shares, have been granted to any party other —
than to the Pledgee; _____

(f) the Shares have been paid up in full; _____

(g) there are no outstanding claims on the Company for the issue of any shares in—
its capital. _____

3.2. Times when representations are made _____

The representations and warranties in Clause 3.1 (Representations and warranties) are made on the date of this deed and are deemed to be repeated by the Pledgor on each day the Pledgor acquires an asset falling within the scope of the definition of—
Collateral, provided that, for that purpose, Collateral shall mean the Collateral—
owned by the Pledgor on the date on which the representations and warranties are—
deemed to be repeated, and a reference to Shares shall be deemed to include any—
New Shares owned by the Pledgor on the date on which the representations and —
warranties are deemed to be repeated. Each representation and warranty deemed —
to be made after the date of this deed shall be deemed to be made by reference to—
the facts and circumstances existing at the date the representation and warranty is—
deemed to be made. _____

4. UNDERTAKINGS _____

4.1. Information _____

The Pledgor has provided the Pledgee with all information and documents relating —
to the Collateral. _____

4.2. Restrictions on voting _____

The Pledgor shall not without the prior written consent of the Pledgee vote on the—
Shares or the New Shares (whether in a meeting or by way of written resolution —
outside a meeting), in favor of: _____

(a) the issuance, cancellation or transfer of any shares in the Company's capital or —
any reduction of any reserve of the Company; _____

(b) a resolution authorizing the acquisition by the Company of shares in its own —
capital or a resolution authorizing another corporate body to grant such —
authorization; _____

(c) a resolution to transfer the authority of the general meeting of shareholders to —
issue shares in the Company's capital or to grant rights to subscribe for shares in —
the Company's capital to any other corporate body; _____

(d) a resolution to amend the articles of association (*statuten*) of the Company; —

(e) a resolution to dissolve the Company or relating to the liquidation of the —
Company's business or disposal of all or a material part of the Company's assets; —

(f) a resolution which would adversely affect the validity or enforceability of the rights
of pledge; or _____

(g) a resolution for any merger (*fusie*) or demerger (*splitsing*) in which the Company



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is involved. _____

4.3. Disposal and negative pledge _____

The Pledgor shall not without the prior written consent of the Pledgee: _____

(a) sell, transfer or otherwise dispose of the Collateral in whole or in part and _____ whether or not in advance; _____

(b) create or permit to subsist whether or not in advance any limited right or other— encumbrance on the Collateral other than as envisaged under this deed or permit to subsist any attachment over the Collateral; or _____

(c) other than in the ordinary course of business and on arms' length terms vary the term or extend, release, determine, rescind or grant time for payment in respect of — the Collateral. _____

5. VOTING RIGHTS _____

The Voting Rights shall be vested in (*toekomen aan*) the Pledgee, subject to the— cumulative conditions precedent that (i) an Acceleration Event has occurred and (ii) the Company and the Pledgor have been notified in writing by the Pledgee that it— wishes to exercise the Voting Rights. The Company confirms (and the Pledgor — agrees) that a written notice from the Pledgee to it in accordance with the provisions of this deed, stating (a) that an Acceleration Event has occurred and (b) that the — Pledgee wishes to exercise the Voting Rights shall be sufficient for it to accept the— Pledgee as being exclusively entitled to exercise the Voting Rights. Until the notice— referred to in the preceding sentence has been given the Meeting Rights shall not— accrue to the Pledgee. _____

6. DIVIDENDS, DISTRIBUTIONS AND OTHER PAYMENTS _____

6.1. Authority of Pledgee _____

The Pledgee is authorized (*bevoegd*) to collect all dividends, distributions and other payments under or in relation to the Collateral. _____

6.2. Collection by Pledgor _____

The Pledgee hereby gives permission to (*geeft toestemming aan*) the Pledgor to — collect, subject to the restrictions on dividends, distributions and other payments in— respect of the Collateral under the terms of the Intercreditor Agreement or any other Secured Debt Document, all dividends, distributions and other payments on the — Collateral. The Pledgee may revoke this permission upon the occurrence of an — Acceleration Event by giving notice to the Pledgor and the Company. Upon such — revocation, the Pledgee may inform the Company of that revocation and that further payments must be made into a bank account designated by the Pledgee. _____

7. IMMEDIATE FORECLOSURE _____

(a) Upon the occurrence of an Acceleration Event and which constitutes or has led — to a default (*verzuim*) in the payment of any of the Secured Obligations within the— meaning of section 3:248 DCC, the Pledgee may, in its absolute discretion, without any further notice of default or other notice being required, sell or otherwise take — recourse against the Collateral (in any order as the Pledgee in its sole discretion — may deem appropriate) in accordance with applicable law. _____

(b) The Pledgor shall not be entitled to file a request with an interim provisions judge

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to request that the Collateral be sold in a deviating manner, as provided for in —
section 3:251 DCC. —

(c) The Pledgee shall not be obliged to give notice of an intended sale, as provided
for in section 3:249 DCC, and the Pledgee shall not be obliged to give the notice —
following the sale as provided for in section 3:252 DCC. —

(d) The Pledgor hereby irrevocably and unconditionally waives (*doet afstand van*) —
any right it may have under sections 3:233, 3:234, 6:139 and 6:154 DCC. —

(e) The Pledgor agrees, with a view to section 6:157(2) DCC, that any security right
created or to be created under or pursuant to this deed will continue to secure or will
secure, as the case may be, the Secured Obligations notwithstanding a transfer —
(*overgang*) of the Secured Obligations. —

8. APPLICATION OF PROCEEDS —

The Pledgee will apply the proceeds from the sale or the collection of and recourse
against any Collateral towards satisfaction of the Secured Obligations in accordance
with the relevant provisions of the Intercreditor Agreement, subject to mandatory —
provisions of Netherlands law on enforcement (*uitwinning*), as if these proceeds —
were received by it in payment of the obligations under the Secured Debt —
Documents to which the Secured Obligations correspond. —

9. CANCELLATION —

The Pledgee is entitled to cancel (*opzeggen*) any right of pledge and any contractual
arrangements under this deed in whole or in part by notice (*opzegging*) in writing to
the Pledgor without observance of any notice period. —

10. LIABILITY AND INDEMNIFICATION —

The Pledgee is not liable to the Pledgor for any loss or damage arising from any —
exercise of, or failure to exercise, its rights under this deed, except for gross —
negligence or willful misconduct of the Pledgee. —

11. COSTS —

The provisions of clause 20 (*Costs and Expenses*) of the Intercreditor Agreement —
shall (without double counting) be deemed incorporated in this deed as if set out in —
this deed, and apply *mutatis mutandis*. —

12. POWER OF ATTORNEY —

The Pledgor grants to the Pledgee an irrevocable power of attorney with the power —
of sub-delegation to perform all acts, including acts of disposition —
(*beschikkingshandelingen*), on behalf of the Pledgor which in the sole opinion of the
Pledgee are necessary or advisable in order to (i) create or perfect the rights of —
pledge purported to be created under or pursuant to this deed or (ii) to have the full
benefit of those rights of pledge (including performing any of the Pledgor's —
obligations under this deed and exercising any of the Pledgor's rights to and in —
connection with the Collateral). The Pledgee may act as counterparty of the Pledgor
even in the event of a conflict of interests. The Pledgor hereby waives its rights —
under section 3:68 DCC and the Pledgee hereby accepts such waiver. —

13. PLEDGOR'S RIGHTS —

Subject to the terms of the Intercreditor Agreement, the Pledgor hereby waives any



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right to take the benefit of or exercise, (a) any rights to which it is subrogated by —
virtue of any security realised hereunder, or (b) any right of contribution or indemnity
in respect of any amounts deemed to be paid by it by virtue of any security realised
hereunder. _____

14. MISCELLANEOUS _____

14.1. No nullification, rescission or suspension _____

To the extent permitted by law, the Pledgor hereby waives any right it may have at —
any time: _____

(a) under sections 6:228 or 6:265 DCC or any other ground (under any applicable —
law) to nullify or rescind, or demand in legal proceedings the nullification or —
rescission of this deed; and _____

(b) under sections 6:52, 6:262 or 6:263 DCC or any other ground (under any —
applicable law) to suspend any obligation under or in connection with this deed. —

14.2. Transfer of rights and obligations _____

(a) The Pledgor may not transfer any of its rights or obligations or its contractual —
relationship under or in connection with this deed without the prior written consent of
the Pledgee. _____

(b) The Pledgee may transfer its rights and obligations under or in connection with —
this deed in accordance with the Intercreditor Agreement and by an assignment of —
rights (*cessie*), assumption of debt (*schuldoverneming*) or transfer of contractual —
relationship (*contractsoverneming*). The Pledgor and the Company in advance —
irrevocably consent to and provide their co-operation (*medewerking*) to any such —
assignment, assumption of debt or transfer of contractual relationship, as the case —
may be. _____

(c) Upon a transfer by the Pledgee of any rights in respect of the Secured —
Obligations the transferee will become entitled to the rights of pledge created —
hereunder or to a corresponding undivided part thereof, as the case may be. —

(d) The Pledgee is entitled to provide any transferee or proposed transferee with any
information concerning the Pledgor and/or the Collateral. _____

14.3. Notices _____

Any communication to be made under or in connection with this deed must be made
in accordance with clause 24 (*Notices*) of the Intercreditor Agreement. _____

14.4. Records and calculations of the Pledgee _____

Subject to evidence to the contrary, the books and records maintained by the —
Pledgee and any calculation or determination by the Pledgee of the existence and —
the amount of the Secured Obligations, are conclusive evidence (*dwingend bewijs*) —
towards the Pledgor of the existence and the amounts of the Secured Obligations —
and other matters to which they relate. _____

14.5. Partial Invalidity _____

If, at any time, any provision of this deed 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 in any way

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be affected or impaired. _____

14.6. Amendment

This deed may only be amended by a written agreement, to the extent required by – Netherlands law in the form of a notarial deed executed before a civil law notary in – the Netherlands. _____

14.7. No implied waiver and no forfeiture

(a) Any waiver under this deed must be given by written notice to that effect. _____

(b) Where the Pledgee does not exercise any right under or in connection with this – deed (which includes the granting by the Pledgee to the Pledgor of an extension of – time in which to perform its obligations under any of these provisions), this is not – deemed to constitute a waiver of that right and does not lead to forfeiture of that – right of the Pledgee under this deed. _____

(c) The rights of the Pledgee under this deed are not deemed to constitute a waiver of any other right the Pledgee may have under Netherlands law or any other – applicable law. In case of a conflict of the rights of the Pledgee under this deed and the rights of the Pledgee under Netherlands law or any other applicable law, the – provisions of this deed will apply to the extent permitted by applicable law. _____

15. GOVERNING LAW AND JURISDICTION

(a) This deed is governed by the laws of the Netherlands. _____

(b) If a Party incorporated under the laws of the Netherlands is represented by an – attorney in connection with the signing and/or execution of this deed or any other – deed, agreement or document referred to in this deed or made pursuant to this – deed, it is hereby expressly acknowledged and accepted by the other Parties that – the existence and extent of the attorney's authority and the effects of the attorney's – exercise or purported exercise of his authority shall be governed by the laws of the – Netherlands. _____

(c) The courts of Amsterdam, the Netherlands have exclusive jurisdiction, in the first instance, to settle any dispute arising from or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a Dispute). – This paragraph (c) is for the benefit of the Pledgee only. As a result, the Pledgee – shall not be prevented from taking proceedings relating to a Dispute in any other – courts with jurisdiction. To the extent allowed by law, the Pledgee may take – concurrent proceedings in any number of jurisdictions. _____

16. MANNER OF ACQUISITION

The Pledgor has acquired the Shares as follows: _____

- eighteen (18) shares, numbered 1 through 18, each share at that time having a nominal value of one thousand euro (EUR 1,000), by means of an issue by – the Company to the Pledgor under the deed of incorporation of the Company, as appears from the Company's deed of incorporation, executed on the – twenty-seventh day of January two thousand six, before R. van Bork, civil law notary at Amsterdam, the Netherlands; _____
- one (1) share, numbered 19, such share at that time having a nominal value of one thousand euro (EUR 1,000), by means of an issue by the Company to the



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Pledgor, as appears from a share issuance deed, executed on the twenty-third day of January two thousand seven, executed before R. van Bork, _____
aforementioned; _____

- one (1) share, numbered 20, such share at that time having a nominal value of one thousand euro (EUR 1,000), by means of an issue by the Company to the Pledgor, as appears from a share issuance deed, executed on the third day of April two thousand seven, executed before R. van Bork, aforementioned; _____
- subsequently, each of the twenty (20) shares, numbered 1 through 20, each—share at that time having a nominal value of one thousand euro (EUR 1,000), was split into one thousand shares, each share having a nominal value of one euro (EUR 1), resulting in an issued share capital of twenty thousand shares – (20,000), numbered 1 through 20,000, each share having a nominal value of – one euro (EUR 1), as appears from a deed of amendment of the Company's – articles of association, executed on the fifteenth day of October two thousand and twelve, by Mrs. M.F.E. de Waard-Preller, civil law notary at Rotterdam; —
- one hundred fifty (150) shares, numbered 20,001 through 20,150, each share having a nominal value of one euro (EUR 1), by means of a purchase and — transfer, as appears from a share transfer deed, executed on the seventh day of November two thousand twelve, executed before by Mrs. M.F.E. de — Waard-Preller, aforementioned. The share transfer has been acknowledged — by the Company as appears from that same deed; _____
- seventeen thousand four hundred fifty-three (17,453) shares, numbered — 20,151 through 37,603, each share having a nominal value of one euro (EUR 1), by means of a dividend distribution by the Company to the Pledgor, as — appears from a transfer deed, executed on the seventh day of November two thousand twelve, executed before by Mrs. M.F.E. de Waard-Preller, — aforementioned; _____
- three hundred eighteen million three hundred twenty-two thousand and — eighteen (318,322,018) shares, numbered 37,604 through 318,359,621, each share having a nominal value of one euro (EUR 1), by means of an issue by— the Company to the Pledgor, as appears from a share issuance deed, — executed on the twelfth day of April two thousand thirteen, executed before a— substitute of Mrs. M.F.E. de Waard-Preller, aforementioned; _____
- one hundred eighty-nine million five hundred eighty-three thousand six — hundred ninety-two (189,583,692) shares, numbered 318,359,622 through — 507,943,313, each share having a nominal value of one euro (EUR 1), by — means of an issue by the Company to the Pledgor, as appears from a share— issuance deed, executed on the twelfth day of December two thousand — thirteen, by Mrs. M.F.E. de Waard-Preller, aforementioned; _____
- seven hundred sixty-four million six hundred twenty-two thousand three — hundred eighteen (764,622,318) shares, numbered 507,943,314 through — 1,272,565,631, each share having a nominal value of one euro (EUR 1), by — means of an issue by the Company to the Pledgor, as appears from a share—

- issuance deed, executed on the eleventh day of December two thousand fourteen, executed by Mrs. M.F.E. de Waard-Preller, aforementioned; —
- six hundred eighty million five hundred fifty-six thousand nine hundred forty-six (680,556,946) shares, numbered 1,272,565,632 through 1,953,122,577, each share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as appears from a share issuance deed, — executed on the twenty-fourth day of November two thousand fifteen, — executed by a substitute of P.Th.F. Deloo, civil law notary at Amsterdam; —
- one (1) share, numbered 1,953,122,578, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as appears from a share issuance deed, executed on the twenty-fourth day of November two thousand fifteen, executed by a substitute of P.Th.F. Deloo, — civil law notary at Amsterdam; —
- one (1) share, numbered 1,953,122,579, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as appears from a share issuance deed, executed on the seventeenth day of December two thousand fifteen, executed by P.Th.F. Deloo, civil law notary at Amsterdam; —
- one (1) share, numbered 1,953,122,580, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as appears from a share issuance deed, executed on the twenty-ninth day of November two thousand sixteen, executed by a substitute of P.Th.F. Deloo, — civil law notary at Amsterdam; —
- one (1) share, numbered 1,953,122,581, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as appears from a share issuance deed, executed on the twenty-ninth day of November two thousand sixteen, executed by a substitute of P.Th.F. Deloo, — civil law notary at Amsterdam; —
- one (1) share, numbered 1,953,122,582, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as appears from a share issuance deed, executed on the twenty-ninth day of November two thousand sixteen, executed by a substitute of P.Th.F. Deloo, — civil law notary at Amsterdam; —
- one (1) share, numbered 1,953,122,583, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as appears from a share issuance deed, executed on the twenty-ninth day of November two thousand sixteen, executed by a substitute of P.Th.F. Deloo, — civil law notary at Amsterdam; —
- one (1) share, numbered 1,953,122,584, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as appears from a share issuance deed, executed on the twenty-second day of December two thousand sixteen, executed by a substitute of P.Th.F. Deloo, — civil law notary at Amsterdam; —



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- one (1) share, numbered 1,953,122,585, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as— appears from a share issuance deed, executed on the fourth day of December two thousand seventeen, executed by a substitute of P.Th.F. Deloo, civil law – notary at Amsterdam; _____
- one (1) share, numbered 1,953,122,586, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as— appears from a share issuance deed, executed on the fourth day of December two thousand seventeen, executed by a substitute of P.Th.F. Deloo, civil law – notary at Amsterdam; _____
- one (1) share, numbered 1,953,122,587, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as— appears from a share issuance deed, executed on the fourth day of December two thousand seventeen, executed by a substitute of P.Th.F. Deloo, civil law – notary at Amsterdam; _____
- one (1) share, numbered 1,953,122,588, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as— appears from a share issuance deed, executed on the twentieth day of _____ December two thousand seventeen, executed by P.Th.F. Deloo, civil law — notary at Amsterdam; _____
- one (1) share, numbered 1,953,122,589, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as— appears from a share issuance deed, executed on the tenth day of December two thousand eighteen, executed by a substitute of P.Th.F. Deloo, civil law — notary at Amsterdam; _____
- one (1) share, numbered 1,953,122,590, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as— appears from a share issuance deed, executed on the tenth day of December two thousand eighteen, executed by a substitute of P.Th.F. Deloo, civil law — notary at Amsterdam; _____
- one (1) share, numbered 1,953,122,591, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as— appears from a share issuance deed, executed on the thirty-first day of _____ December two thousand eighteen, executed by a substitute of P.Th.F. Deloo, civil law notary at Amsterdam; _____
- one (1) share, numbered 1,953,122,592, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as— appears from a share issuance deed, executed on the twenty-sixth day of _____ November two thousand nineteen, executed by a substitute of P.Th.F. Deloo, civil law notary at Amsterdam; _____
- one (1) share, numbered 1,953,122,593, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as— appears from a share issuance deed, executed on the twenty-sixth day of _____

- November two thousand nineteen, executed by a substitute of P.Th.F. Deloo, civil law notary at Amsterdam; _____
- one (1) share, numbered 1,953,122,594, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as— appears from a share issuance deed, executed on the thirtieth day of _____ December two thousand nineteen, executed by a substitute of P.Th.F. Deloo, civil law notary at Amsterdam; _____
 - one (1) share, numbered 1,953,122,595, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as— appears from a share issuance deed, executed on the eight day of December two thousand twenty, executed by a substitute of P.Th.F. Deloo, civil law— notary at Amsterdam; and _____
 - one (1) share, numbered 1,953,122,596, such share having a nominal value of one euro (EUR 1), by means of an issue by the Company to the Pledgor, as— appears from a share issuance deed, executed on the eight day of December two thousand twenty, executed by a substitute of P.Th.F. Deloo, civil law— notary at Amsterdam. _____

17. ACKNOWLEDGEMENT AND COMPANY STATEMENTS _____

The Company: _____

- (a) acknowledges the rights of pledge on the Shares; _____
- (b) will cause the rights of pledge including the conditional transfer of the Voting — Rights and the conditional vesting in the Pledgee of the Meeting Rights to be duly — entered in the shareholders' register without delay and provide the Pledgee, as soon as practically possible, with a copy of the relevant entries in its shareholders' — register; _____
- (c) acknowledges that it has received notice of the rights of pledge; _____
- (d) undertakes not to co-operate with any issue of depositary receipts for shares or — the issue of any shares or rights to subscribe for or otherwise acquire shares in the — capital of the Company; _____
- (e) shall act in accordance with the provisions of this deed; and _____
- (f) confirms that it has at all times and without interruption accepted as valid the — transfers by which the Pledgor acquired the Shares and all previous transfers of the Shares, if any. _____

18. APPROVAL OF RIGHT OF PLEDGE _____

The general meeting of shareholders of the Company, pursuant to article 22 of the — articles of association of the Company, by written shareholders resolution dated the twenty-seventh day of April two thousand and twenty-one, has resolved to approve — the creation of the rights of pledge (including the conditional transfer of Voting — Rights to the Pledgee) by means of this deed. A copy of this written shareholders' — resolution will be attached to this deed (Annex). _____

19. CIVIL LAW NOTARY _____

The Parties are aware that the undersigned civil law notary works with Legaltree, the firm that has advised the Company in this transaction. With reference to the Code of



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Conduct (*Verordening beroeps- en gedragsregels*) established by the Royal Notarial Professional Organisation (*Koninklijke Notariële Beroepsorganisatie*), the Parties — herewith explicitly agree and consent (i) that the civil law notary shall execute this — notarial deed and (ii) that the Company is assisted and represented by Legaltree in relation to the Secured Debt Documents and this deed and any agreements that — may be concluded, or disputes that may arise, in connection therewith. _____

20. POWER OF ATTORNEY _____

The powers of attorney to the person appearing are evidenced by three (3) written — powers of attorney, copies of which have been attached to this Deed (*Annexes*). — **CLOSE** _____

The person appearing is known to me, civil-law notary. _____

IN WITNESS WHEREOF _____

This deed was executed in original in Leiden, the Netherlands, on the date — mentioned in the heading of this instrument. _____

After a statement and explanation of the material facts of the contents of this deed, — the person appearing declared in time before the execution of this deed to have — taken cognizance of the same, to agree therewith and to dispense with the — instrument being read out to her in its entirety. _____

Subsequently, this instrument after a condensed reading out, was signed by the — person appearing and by me, civil-law notary. _____

Follows signing.



ISSUED FOR TRUE COPY

Leiden, 17 May 2021

Dr. Robrecht Anton Frits Timmermans, civil law notary

