



**Registration of a Charge**

Company Name: **ATLANTIS MIDCO LIMITED**

Company Number: **07964404**



Received for filing in Electronic Format on the: **03/01/2024**

XCTY98LK

**Details of Charge**

Date of creation: **20/12/2023**

Charge code: **0796 4404 0003**

Persons entitled: **DNB BANK ASA**

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: **NORTON ROSE FULBRIGHT LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7964404

Charge code: 0796 4404 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2023 and created by ATLANTIS MIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2024 .

Given at Companies House, Cardiff on 4th January 2024

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**

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

Private & Confidential

*Norton Rose Fulbright LLP*

Date: 20 December 2023

**Share Security**

Dated *20* December 2023

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**Shareholder**  
**ATLANTIS MIDCO LIMITED**

**Chargee**  
**DNB BANK ASA**

**FIRST SHARE CHARGE**  
**Re: Seajacks International Limited**

<sup>先</sup>  
**NORTON ROSE FULBRIGHT**

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THIS CHARGE is dated 20 December 2023 and made between:

- (1) ATLANTIS MIDCO LIMITED (as described in more detail in Schedule 1 (*Information*)) (the Shareholder); and
- (2) DNB BANK ASA (a company incorporated in Norway) acting in its capacity as security agent and as trustee for the Finance Parties (the Chargee).

IT IS AGREED as follows:

## 1 Definitions and interpretation

- 1.1 Terms defined in the Facilities Agreement have, unless defined differently in this Charge, the same meaning when used in this Charge. In addition, in this Charge:

**Company** means the company described as such in Schedule 1 (*Information*).

**Enforcement Time** means any time at which an Event of Default has happened and is continuing.

**Facilities Agreement** means the agreement described in Schedule 1 (*Information*) as it may from time to time be amended, restated, novated or replaced (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).

**PSC register** means a register of persons with significant control required pursuant to section 790M of the Companies Act 2006.

**Restrictions Notice** means a 'restrictions notice' as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

**Secured Obligations** means all indebtedness and obligations at any time of the Obligors under, or related to, the Finance Documents or at any time due, owing or incurred by the Obligors under the Finance Documents.

**Secured Property** means:

- (a) the Shares; and
- (b) all stock, shares, warrants, securities, rights, moneys or property (including the dividends, interest or income on them or from them) accruing or acquired at any time and from time to time by way of redemption, purchase, bonus, preference, option or otherwise to or in respect of or derived from all or any of the Shares or any derivatives from them, including the proceeds of any sale of any of the Shares.

**Shares** means the shares in the Company owned by the Shareholder described in Schedule 1 (*Information*) and any other shares in the capital of the Company which may now or subsequently be owned by the Shareholder..

**Warning Notice** means a 'warning notice' as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006

- 1.2 Clauses 1.2 (*Construction*), 1.4 (*Third party rights*) and 1.5 (*Finance Documents*) of the Facilities Agreement and any other provision of the Facilities Agreement which, by its terms, purports to apply to all of the Finance Documents and/or any Obligor shall apply to this Charge as if set out in it but with all necessary changes and as if references in the provision to Finance Documents referred to this Charge.

## **2 Covenant to pay and perform**

- 2.1 The Shareholder shall duly and punctually pay and discharge the Secured Obligations in the manner provided for in the Finance Documents provided that every payment that any Obligor makes in respect of the Facilities Agreement shall pro tanto satisfy the Shareholder's liabilities under this clause 2.1.
- 2.2 The Shareholder covenants with the Chargee to:
- (a) observe and perform all its obligations to the Chargee and the other Finance Parties or any of them under the Finance Documents, including those referred to in clause 2.1; and
  - (b) procure the observance and performance by the other Obligors of their obligations under the Finance Documents.
- 2.3 The Shareholder shall pay to the Chargee all such expenses, claims, liabilities, losses, costs, duties, fees, charges or other moneys as are stated in this Charge to be payable by the Shareholder to, or recoverable from the Shareholder by, the Chargee (or in respect of which the Shareholder agrees in this Charge to indemnify the Chargee) at the times and in the manner specified in this Charge.
- 2.4 The Shareholder shall pay to the Chargee interest on any expenses, claims, liabilities, losses, costs, duties, fees, charges or other moneys referred to in clause 2.3 from the date on which the relevant expense, claim, liability, loss, cost, duty, fee, charge or other moneys is paid or incurred by the Chargee (as well after as before judgment):
- (a) at the rate described in clause 10.4 (*default interest*) of the Facilities Agreement;
  - (b) compounded in accordance with clause 10.4 (*default interest*) of the Facilities Agreement; and
  - (c) on demand in accordance with clause 10.4 (*default interest*) of the Facilities Agreement.

## **3 Charging clause**

- 3.1 The undertakings of the Shareholder under clause 2 and the other provisions of this Charge and the charge contained in this clause 3 are given to the Chargee for itself and as security agent and trustee for the Finance Parties.
- 3.2 The Shareholder charges and agrees to charge the Secured Property to the Chargee.
- 3.3 The security granted in this clause 3 secures the payment and discharge of the Secured Obligations and is given with full title guarantee.
- 3.4 If the Chargee is satisfied that all the Secured Obligations have been irrevocably and unconditionally discharged in full, the Chargee shall, at the request and cost of the Shareholder, release and discharge the security constituted by this Charge and release the Secured Property to the Shareholder. Section 93 of the Law of Property Act 1925 shall not apply to this Charge.

## **4 Restrictions and undertakings**

- 4.1 The Shareholder shall ensure that this clause 4 is complied with throughout the Facility Period.
- 4.2 Except as permitted under the Finance Documents, there shall be no disposal of the Secured Property and, except for this Charge and as otherwise permitted under the Finance Documents, no Security Interest shall exist over or in relation to the Secured Property.

- 4.3 Upon execution of this Charge, the Shareholder shall deliver the following to the Chargee:
- (a) all share certificates in respect of the Shares owned by the Shareholder described in Schedule 1 (*Information*);
  - (b) an undated instrument of transfer in respect of the Shares, a related letter of authority dated the date of this Charge, an undated irrevocable proxy and an undated dividend mandate, in the forms set out in Schedule 2 (*Instrument of transfer*), Schedule 3 (*Form of Shareholder letter of authority*), Schedule 4 (*Form of irrevocable proxy*) and Schedule 7 (*Form of dividend mandate*) respectively, duly executed by the Shareholder; and
  - (c) an undated resignation letter and a related letter of authority dated the date of this Charge in the forms set out in Schedule 5 (*Directors' resignation letter*) and Schedule 6 (*Directors' letter of authority*) respectively, signed by each of the directors and other officers of the Company.
- 4.4 The Shareholder shall promptly notify the Chargee of the appointment of any new director of the Company and, promptly following that new director's appointment, deliver to the Chargee a letter or letters of resignation in the form set out in Schedule 5 (*Directors' resignation letter*) and related letter or letters of authority in the form set out in Schedule 6 (*Directors' letter of authority*) duly signed by each such additional director.
- 4.5 The Shareholder shall execute and deliver to the Chargee all such other documents as it may from time to time require for perfecting its title to the Shares and/or the Secured Property or for vesting or enabling it to vest them in itself or its nominees or in any purchaser.
- 4.6 The Shareholder shall:
- (a) duly register or procure that the directors of the Company duly register all transfers of the Shares from time to time lodged with them by or on behalf of the Chargee or its nominees and issue, and deliver to the Chargee, a new certificate or certificates for the Shares in the name of the Chargee or its nominees as soon as possible following receipt of such transfers from the Chargee;
  - (b) defend the right, title and interest of the Chargee in and to the Secured Property against any claims or demands made by any other person; and
  - (c) duly and promptly pay all calls, instalments or other payments which from time to time become due in respect of any of the Shares.
- 4.7 Except with the approval of the Chargee, the Company shall not:
- (a) cancel, increase, create or issue (or agree to issue) or put under option (or agree to put under option) any share or loan capital or other obligation now or later convertible into share capital of the Company of any class or call any uncalled capital, provided that the Company is permitted to increase its share capital insofar as such additional Shares shall only be issued in the name of the Shareholder and shall be subject to the terms and conditions of this Charge;
  - (b) make any alteration to, grant any rights in relation to or otherwise re-organise or purchase or reduce the share capital or reserves of the Company in any way or enter into any composition or arrangement with its creditors or any class of creditors of the Company unless it is a result of a restructuring or reorganising of the Group which is permitted under the Finance Documents, including the Permitted Reorganisation;
  - (c) convene any meeting with a view either (i) to the alteration of any of the provisions of the Company's Constitutional Documents in a manner that may adversely affect the rights of the Chargee created by this Charge or (ii) to passing a resolution that it be wound up unless

it is a result of a restructuring or reorganising of the Group which is permitted under the Finance Documents, including the Permitted Reorganisation; or

- (d) permit anyone other than the Shareholder (or the Chargee or its nominee if and when required pursuant to this Charge) to be registered as holders of any of the Shares or any other shares in the capital of the Company unless it is a result of a restructuring or reorganising of the Group which is permitted under the Finance Documents, including the Permitted Reorganisation.
- 4.8 The Shareholder shall ensure that a copy of this Charge is filed with the secretary (or other appropriate officer) of the Company for the purpose of giving notice of this Charge to the Company and that it will obtain and deliver an acknowledgement of such filing to the Chargee.
- 4.9 The Shareholder shall:
- (a) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any company incorporated in the United Kingdom; and
  - (b) promptly provide the Chargee with a copy of that notice.
- 4.10 The Shareholder:
- (a) will take all steps necessary to ensure that it is registered in the Company's PSC register;
  - (b) will use its best endeavours to assist the Company in obtaining any information it needs in relation to the Shares to maintain its PSC register; and
  - (c) will ensure that updates of any changes to the information relating to it and contained in the PSC register are provided to the Company promptly.

## **5 Perfection and protection of security**

- 5.1 The Shareholder 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 Chargee may reasonably require in order to:
- (a) ensure that it has an effective first charge of the Secured Property; and
  - (b) facilitate the enforcement of this Charge, the realisation of the Secured Property or the exercise of any rights held by the Chargee under or in connection with this Charge.
- 5.2 The Chargee may take any action it thinks appropriate to protect or maintain its rights under this Charge or to remedy any breach by the Shareholder of its undertakings under this Charge.

## **6 Representations**

The Shareholder represents and warrants that:

- (a) it is the sole legal and beneficial owner of the Shares specified in Schedule 1 (*Information*) as owned by it and any related Secured Property free from all Security Interests except for this Charge and as otherwise permitted by the Finance Documents;
- (b) it has not disposed of any of such rights in relation to such Shares and related Secured Property;
- (c) such Shares are all of the issued share capital of the Company;



- (d) such Shares are fully paid or credited as fully paid and no calls have been, or can be, made in respect of the Shares;
- (e) no person or persons other than the Shareholder is registered as holders of any shares in the capital of the Company;
- (f) the representations and warranties concerning the Shareholder and/or this Charge and/or the Shares made or deemed repeated on the date of this Charge under the Facilities Agreement are true and correct; and
- (g) the PSC register of the Company is correct and up to date and that no Warning Notices or Restrictions Notices have been issued by the Company.

## **7 Dividends and voting rights**

- 7.1 Unless it is an Enforcement Time, the Shareholder shall be entitled to exercise all voting and other rights vested in the holder of the Shares but it may not do so in a way which would or might derogate from the security created by this Charge or conflict with any provision of any of the Finance Documents.
- 7.2 Unless it is an Enforcement Time, the Shareholder shall be entitled to receive any dividends, interest or other moneys payable in respect of the Secured Property.
- 7.3 If it is an Enforcement Time, the Chargee will be entitled to complete and date any irrevocable proxy delivered to it pursuant to clause 4 (*Restrictions and undertakings*) and exercise all voting and other rights vested in the holder of the Shares.
- 7.4 If it is an Enforcement Time, the Chargee may, by written notice to the Shareholder, require that any dividends, interest or other moneys payable in respect of the Secured Property be paid to the Chargee and applied in accordance with clause 9 (*Application of proceeds*) and complete and date the dividend mandate delivered to it pursuant to clause 4 (*Restrictions and undertakings*). Until then, any such dividends may be paid to the Shareholder.
- 7.5 Any dividends, interest or other moneys or property hereby charged which may be received by the Shareholder after the power of sale under clause 8.1 has arisen shall be held in trust for the Chargee and paid or delivered to the Chargee on demand in writing for application in accordance with clause 7.4.

## **8 Enforcement**

- 8.1 The Chargee may enforce the security created by this Charge 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 Charge and, in addition, may:
  - (a) complete and date the transfers of the Shares deposited with the Chargee and submit them together with any stock or share certificates in respect of the Shares for registration in the name of the Chargee or any nominee of the Chargee and thereafter the Chargee or any nominee of the Chargee may exercise (without further notice and without any restrictions) in respect of all or any of the Secured Property all the powers or rights which may be exercisable by the registered holder of the Shares and all other powers conferred on chargees by any applicable law or otherwise;
  - (b) apply any dividends, interest or other payments which may be received or receivable by the Chargee or by any nominee in respect of any of the Secured Property as though they were proceeds of sale;
  - (c) sell or dispose of the Secured Property or any part of it at such times in such manner for such consideration and generally on such terms and conditions as the Chargee may think

fit (and any such sale or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as the Chargee shall think fit);

- (d) settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person relating to the Secured Property;
- (e) bring, prosecute, defend or abandon any action, suit or proceedings in relation to the Secured Property; and
- (f) do anything incidental or conducive to the exercise of its rights as Chargee of the Secured Property.

8.2 Section 103 of the Law of Property Act 1925 shall not apply to any disposal of the Secured Property pursuant to this Charge.

## **9 Application of proceeds**

9.1 All moneys received by the Chargee in the exercise of its rights under this Charge shall, subject to the rights of any persons having priority, be applied first, in or towards payment of any amounts payable under clause 12 (*Enforcement costs*) and after that in accordance with clause 40.1 (*Order of application*) of the Facilities Agreement.

## **10 Power of attorney**

10.1 The Shareholder by way of security irrevocably appoints the Chargee to be its attorney (with full powers of substitution) in its name and on its behalf to do all things which the Chargee may consider necessary or desirable to enable it:

- (a) to perform any action which the Shareholder is obliged to take under this Charge;
- (b) to exercise any of the rights, powers and authorities conferred on it by this Charge or by law (including, without limitation, executing a transfer of any of the Shares); and
- (c) to record this Charge and any document executed pursuant to clause 5 (*Perfection and protection of security*) in any court, public office or elsewhere.

10.2 The power of attorney in this clause 10.2 may only be exercised at an Enforcement Time but the exercise of such power shall be conclusive evidence of the Chargee's right to exercise it and no person dealing with the Chargee shall need to enquire whether it is, or shall be affected by notice that it is not, an Enforcement Time. The Shareholder ratifies and confirms whatever the Chargee does or purports to do under clause 10.1.

## **11 Continuing security**

11.1 This Charge and the obligations of the Shareholder under this Charge shall extend to the ultimate balance owing in respect of the Secured Obligations, regardless of any intermediate payment in whole or in part.

11.2 This Charge 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 Chargee or any of the other Finance Parties.

11.3 The Chargee shall not be obliged to enquire about the nature or sufficiency of any payment received by it under this Charge or to take any action to enforce this Charge.

- 11.4 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 a Finance Party in whole or in part on the basis 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 Shareholder under, and the security constituted by, this Charge will continue as if the discharge, release or arrangement had not occurred.
- 11.5 The obligations of the Shareholder under, and the security constituted by, this Charge shall not be affected by any act, omission, matter or thing (whether or not known to it or any Finance Party) which, but for this clause, would reduce, release or prejudice any of such obligations or security including (without limitation):
- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
  - (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any other Obligor;
  - (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 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, an Obligor or any other person;
  - (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or 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.
- 11.6 Without prejudice to the generality of clause 11.5, the Shareholder expressly confirms that it intends that this Charge and the security constituted by it shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents.
- 11.7 The Shareholder waives any right it may have of first requiring any 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 Shareholder under, or against the security constituted by, this Charge. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.
- 11.8 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full each Finance Party (or any trustee or agent on its behalf) may:
- (a) refrain from applying or enforcing any other moneys, security or rights held or received by it (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order it sees fit (whether against those amounts or otherwise) and the Shareholder shall not be entitled to the benefit of the same; and

- (b) hold in an interest-bearing suspense account any moneys received from the Shareholder or on account of its liability under this Charge or from the security constituted by this Charge.

11.9 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, and unless the Chargee otherwise directs, the Shareholder shall not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or the grant of the security constituted by, or by reason of any amount being payable, or liability arising, under, this Charge:

- (a) to be indemnified by another Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Shareholder has given an undertaking or indemnity or granted security under this Charge;
- (e) to exercise any right of set-off against any other Obligor; and/or
- (f) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.

If the Shareholder receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Chargee for application in accordance with clause 9 (*Application of proceeds*). This only applies until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full.

## 12 Enforcement costs

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

- (a) the taking, holding, protection, enforcement or preservation of this Charge;
- (b) the exercise or purported exercise of any of the rights, powers, discretions and remedies vested in the Chargee by this Charge 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 Charge (unless and to the extent it is caused by its gross negligence or wilful misconduct);
- (d) any breach by a Shareholder of this Charge; or
- (e) any amendment, waiver, consent or release of this Charge.

### **13 Benefit of Charge**

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

### **14 Contractual recognition of bail-in**

14.1 Without prejudice to clause 1.2, the provisions of clause 55 (*Contractual recognition of bail-in*) to the Facilities Agreement shall apply to:

- (a) this Charge; and
- (b) any liability of any of the Finance Parties to the Shareholder under or in connection with this Charge

as if set out in this Charge but with all necessary changes and as if references to Finance Documents referred to this Charge.

14.2 Each Finance Party may rely on the terms of this clause 14 (*Contractual recognition of bail-in*) subject to clause 1.4 (*Third party rights*) of the Facilities Agreement (as incorporated into this Charge by clause 1.2) and the provisions of the Third Parties Act.

### **15 Governing law and enforcement**

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

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

15.3 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.

15.4 Notwithstanding clause 15.2, the Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

**This Charge has been executed as a deed and it has been delivered on the date stated at the beginning of this Charge by the Shareholder and entered into on such date by the Chargee.**

**Schedule 1**  
**Information**

<b>The Company</b>	
Name of Company	Seajacks International Limited
Country of incorporation:	England and Wales
Registered number:	07964749
Registered office:	South Denes Business Park, South Beach Parade, Great Yarmouth, Norfolk, NR30 3QR
No. of Shares in issue:	21,728,179
Description of Shares:	Ordinary shares of US\$1.00 each
<b>The Shareholder</b>	
Name:	Atlantis Midco Limited
Country of incorporation:	England and Wales
Registered number:	07964404
Registered office:	South Denes Business Park, South Beach Parade, Great Yarmouth, Norfolk, NR30 3QR

<b>Facilities Agreement</b>	
<b>Description:</b>	Facilities Agreement for EIFO-backed Green Facilities of up to €550,000,000
<b>Date:</b>	7 December 2023
<b>Amount of facilities:</b>	Up to €550,000,000.00
<b>Parties:</b>	
(a) Borrower:	Cadeler A/S
(b) Guarantors:	Wind Orca Limited, Wind Osprey Limited and others referred to in that agreement
(c) Lenders:	banks and other financial institutions referred to in that agreement
(d) Hedging Providers:	banks and other financial institutions referred to in that agreement
(e) Agent:	DNB Bank ASA as agent for certain Finance Parties from time to time
(f) Security Agent:	DNB Bank ASA as security agent for the Finance Parties from time to time
(g) EIFO Agent:	DNB Bank ASA
(h) Arranger:	DNB Bank ASA

**Schedule 2**  
**Instrument of transfer**

**[Name of transferee and date of transfer to be left blank]**

We ATLANTIS MIDCO LIMITED, a company incorporated in England and Wales, of South Denes Business Park, South Beach Parade, Great Yarmouth, Norfolk, NR30 3QR for good consideration including the sum of \$1.00 paid to us by of (herein after called the Transferee) do hereby transfer to the said Transferee fully paid up shares of [insert currency and denomination of shares e.g. \$1.00] each, numbered inclusive in the undertaking called SEAJACKS INTERNATIONAL LIMITED so that the Transferee, his executors, administrators and assigns shall hold the same subject to the several conditions on which we held the same immediately before the execution hereof.

And we, the said Transferee, do hereby agree to accept and take the said shares subject to the conditions aforesaid.

AS WITNESS the day of

.....  
For: ATLANTIS MIDCO LIMITED



**Schedule 3**  
**Form of Shareholder letter of authority**

To: **DNB Bank ASA (and its successors and assignees)**  
From: **ATLANTIS MIDCO LIMITED, a company incorporated in England and Wales**  
Date:

Dear Sirs

**SEAJACKS INTERNATIONAL LIMITED (the Company)**

We hereby unconditionally and irrevocably authorise you and your successors and assignees as beneficiary of the charge dated [●] 2023 (the Charge) by us in your favour to date and otherwise complete the instrument(s) of transfer in respect of our shares in the Company, the irrevocable proxy and the dividend mandate deposited by ourselves with yourselves pursuant to the Charge, as and when you become entitled to date and complete the same pursuant to the terms of the Charge.

Yours faithfully,

**Schedule 4**  
**Form of irrevocable proxy**

**We, ATLANTIS MIDCO LIMITED, a company incorporated in England and Wales, hereby irrevocably appoint DNB Bank ASA as our proxy to vote at meetings of the Shareholder of SEAJACKS INTERNATIONAL LIMITED (the "Company") in respect of any existing or further shares in the Company which may have been or may from time to time be issued to us and/or registered in our name. This proxy is irrevocable by reason of being coupled with the interest of DNB Bank ASA (and its successors and assignees) as chargee of the aforesaid shares.**

\*\*\*\*\*  
**ATLANTIS MIDCO LIMITED**

**Dated:**

**Schedule 5**  
**Directors' resignation letter**

To: The Secretary and Directors,

**SEAJACKS INTERNATIONAL LIMITED (the Company)**

Date:

Dear Sirs

I hereby resign as a director/officer of the Company and confirm that I have no right to compensation or claims against the Company for loss of office, arrears of pay or otherwise howsoever.

Yours faithfully

**Schedule 6**  
**Directors' letter of authority**

To: **DNB Bank ASA** (and its successors and assignees)

Date:

Dear Sirs

**SEAJACKS INTERNATIONAL LIMITED** (the Company)

I hereby unconditionally and irrevocably authorise you and your successors and assignees as beneficiary of the charge dated [•] 2023 (the Charge) between **ATLANTIS MIDCO LIMITED** and yourselves to date the resignation letter in respect of the Company deposited by me with you pursuant to the Charge, as and when you wish to do so if it is an Enforcement Time (as defined or referred to in the Charge).

Yours faithfully

**Schedule 7**  
**Form of dividend mandate**

To: **SEAJACKS INTERNATIONAL LIMITED (the Company)**  
From: **ATLANTIS MIDCO LIMITED, a company incorporated in England and Wales**

**Dividend Mandate**

With effect from today's date and until you receive instructions to the contrary from ourselves and DNB Bank ASA we, ATLANTIS MIDCO LIMITED, authorise and direct you to pay any dividends, interest or other moneys paid or payable on the shares in the [Corporation/Company] registered in our name to or to the order of DNB Bank ASA of Dronning Eufemias Gate 30, 0191, Oslo, Norway. On receipt of this mandate please acknowledge to DNB Bank ASA at the above address that you will act in accordance with the instructions contained in this mandate.

Dated:

For and on behalf of

**ATLANTIS MIDCO LIMITED**

Director

## SIGNATORIES

### The Shareholder

Shareholder to execute as a deed (including by sealing, if so required) in accordance with English law, the law of the place where it executes this Charge and the laws of its country of incorporation. If to be executed under power of attorney then the power of attorney must be granted in accordance with the laws of the Shareholder's place of incorporation and constitutional documents (including laws as to the appropriate formalities for grant of a power of attorney).

EXECUTED as a DEED by *William Burton Blair* )  
as the director of ATLANTIS MIDCO LIMITED )  
in the presence of: ) Director

Name of witness: *SHARON VINGOE*

### The Chargee

DNB BANK ASA  
Signed by: )

**SIGNATORIES**

**The Shareholder**

Shareholder to execute as a deed (including by sealing, if so required) in accordance with English law, the law of the place where it executes this Charge and the laws of its country of incorporation. If to be executed under power of attorney then the power of attorney must be granted in accordance with the laws of the Shareholder's place of incorporation and constitutional documents (including laws as to the appropriate formalities for grant of a power of attorney).

EXECUTED as a DEED by )  
as the director of ATLANTIS MIDCO LIMITED )  
in the presence of: ) Director

Name of witness:

**The Chargee**

DNB BANK ASA  
Signed by:

ALEXI GEORGE REMOUNDOS



