

---

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

---

**FORM 20-F**

(Mark One)

- REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**
- OR
- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
**For the fiscal year ended December 31, 2024**
- OR
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
**For the transition period from \_\_\_\_\_ to \_\_\_\_\_ .**
- OR
- SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
**Date of event requiring this shell company report \_\_\_\_\_**

Commission file number: 001-41889

**Cadeler A/S**

(Exact name of Registrant as specified in its charter)

Not applicable

(Translation of Registrant's name into English)

**The Kingdom of Denmark**

(Jurisdiction of incorporation or organization)

**Kalvebod Brygge 43**

**DK-1560 Copenhagen, Denmark**

(Address of principal executive offices)

**Alexander W. Simmonds**

**Chief Legal Officer**

**+45 3246 3100**

**alexander.simmonds@cadeler.com**

**Kalvebod Brygge 43,**

**DK-1560 Copenhagen, Denmark**

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s):	Name of each exchange on which registered
Cadeler ordinary shares, with a nominal value of DKK 1.00 per share		New York Stock Exchange <sup>(1)</sup>
American Depositary Shares, each representing four (4) ordinary shares	CDLR	New York Stock Exchange

(1) Not for trading, but only in connection with the registration of American Depositary Shares, pursuant to the requirements of the Securities and Exchange Commission.

Securities registered or to be registered pursuant to Section 12(g) of the Act:

None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

None

---

[Table of Contents](#)

Indicate the number of outstanding shares of each of the issuer’s classes of capital or common stock as of the close of the period covered by the annual report.

The number of outstanding shares as of December 31, 2024 was:

Title of Class	Number of Shares Outstanding
Ordinary shares, with a nominal value of DKK 1.00 per share	350,957,583

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes  No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes  No

**Note** – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of “large accelerated filer,” “accelerated filer,” and “emerging growth company” in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer  Accelerated Filer  Non-accelerated Filer  Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

The term “new or revised financial accounting standard” refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management’s assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive based compensation received by any of the registrant’s executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

- U.S. GAAP
- International Financial Reporting Standards as issued by the International Accounting Standards Board
- Other

If “Other” has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17  Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

Yes  No

---

---

TABLE OF CONTENTS

	<u>Page</u>
<a href="#">Introduction</a>	1
<a href="#">Part I</a>	3
<a href="#">Item 1. Identity of Directors, Senior Management and Advisers</a>	3
<a href="#">Item 2. Offer Statistics and Expected Timetable</a>	3
<a href="#">Item 3. Key Information</a>	3
<a href="#">Item 4. Information on the Company</a>	27
<a href="#">Item 4A. Unresolved Staff Comments</a>	31
<a href="#">Item 5. Operating and Financial Review and Prospects</a>	32
<a href="#">Item 6. Directors, Senior Management and Employees</a>	45
<a href="#">Item 7. Major Shareholders and Related Party Transactions</a>	46
<a href="#">Item 8. Financial Information</a>	47
<a href="#">Item 9. The Offer and Listing</a>	48
<a href="#">Item 10. Additional Information</a>	48
<a href="#">Item 11. Qualitative and Quantitative Disclosures About Market Risk</a>	54
<a href="#">Item 12. Description of Securities Other than Equity Securities</a>	54
<a href="#">Part II</a>	56
<a href="#">Item 13. Defaults, Dividend Arrearages and Delinquencies</a>	56
<a href="#">Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds</a>	56
<a href="#">Item 15. Controls and Procedures</a>	56
<a href="#">Item 16A. Audit Committee Financial Expert</a>	57
<a href="#">Item 16B. Code of Ethics</a>	57
<a href="#">Item 16C. Principal Accountant Fees and Services</a>	57
<a href="#">Item 16D. Exemptions from the Listing Standards for Audit Committees</a>	58
<a href="#">Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers</a>	58
<a href="#">Item 16F. Change in Registrant's Certifying Accountant</a>	58
<a href="#">Item 16G. Corporate Governance</a>	58
<a href="#">Item 16H. Mine Safety Disclosure</a>	60
<a href="#">Item 16I. Disclosures Regarding Foreign Jurisdictions that Prevent Inspections</a>	60
<a href="#">Item 16J. Insider Trading Policies</a>	60
<a href="#">Item 16K. Cybersecurity</a>	60
<a href="#">Part III</a>	62
<a href="#">Item 17. Financial Statements</a>	62
<a href="#">Item 18. Financial Statements</a>	62
<a href="#">Item 19. Exhibits</a>	66

## INTRODUCTION

In this annual report on Form 20-F (the “Annual Report on Form 20-F”) the terms “Company” and “Cadeler” refer to Cadeler A/S, a public limited liability company incorporated under the laws of Denmark, and the term “Cadeler Group” refers to Cadeler together with its subsidiaries on a consolidated basis. The term “Cadeler Shares” refers to ordinary shares of Cadeler, each with a nominal value of DKK 1.00 per share, and the term “Cadeler ADSs” refers to Cadeler’s American Depositary Shares (“ADSs”), each of which represents four (4) Cadeler Shares.

Pursuant to Rule 12b-23(a) of the Securities Exchange Act of 1934, as amended, certain information required to be included in this Annual Report on Form 20-F is being incorporated by reference from the Company’s statutory annual report for the year ended December 31, 2024, including the consolidated financial statements of the Cadeler Group included therein (the “Annual Report 2024”), and the Company’s remuneration report for the year ended December 31, 2024 (the “Remuneration Report 2024”) as specified in this Annual Report on Form 20-F. Therefore, the information in this Annual Report on Form 20-F should be read in conjunction with the Annual Report 2024 and the Remuneration Report 2024, to the extent specified (see Exhibits 15.1 and 15.2, respectively). With the exception of the items and pages so specified, the Annual Report 2024 and Remuneration Report 2024 are not being, and shall not be deemed to be, filed as part of this Annual Report on Form 20-F.

The Company publishes its financial statements in Euros (“EUR”). The terms “USD,” “U.S. dollars” and “\$” refer to the currency of the United States, the term “NOK” refers to Norwegian Kroner and the term “DKK” refers to Danish kroner.

### Forward-looking statements

The information set forth in this Annual Report on Form 20-F contains “forward-looking statements” as that term is defined in the U.S. Private Securities Litigation Reform Act of 1995. These forward-looking statements are generally identified by terminology such as “believe,” “may,” “will,” “potentially,” “estimate,” “continue,” “anticipate,” “intend,” “could,” “would,” “should,” “project,” “target,” “plan,” “expect,” or the negatives of these terms or variations of them or similar terminology. The absence of these words, however, does not mean that the statements are not forward-looking. These forward-looking statements are based upon current expectations, beliefs, estimates and assumptions that, while considered reasonable as and when made by Cadeler, are, by their nature, subject to significant risks and uncertainties. In addition, new risks and uncertainties may emerge from time to time, and it is not possible to predict all such risks and uncertainties. Factors that could cause actual results to differ materially from those expressed or implied by any forward-looking statements set out herein include:

- the Cadeler Group’s limited number of vessels and its vulnerability in the event of a loss of revenue relating to any such vessel(s);
- risks inherent to Cadeler’s offshore operations;
- the possibility that the utilization of the Cadeler Group’s vessels may be lower than expected and that its backlog of contracts may fail to materialize;
- contractual and non-contractual legal risks related to the Cadeler Group’s operations which may expose the Cadeler Group to financial losses and for which the Cadeler Group may not have insurance coverage;
- risks related to the ordering, construction and delivery of new build vessels and upgrades of existing vessels;
- failure to maintain an effective system of internal control over financial reporting;
- risks relating to technical, maintenance, transportation and other commercial services supplied to the Cadeler Group by third parties;
- increased competition and volatility in demand;
- international, national or local economic, social, political or geopolitical conditions and macroeconomic factors that could adversely affect the Cadeler Group;
- risks deriving from restrictive covenants and other conditions under Cadeler’s financing arrangements and financial risks arising generally as a result of the Cadeler Group’s level of indebtedness;
- risks relating to the failure to retain and recruit key personnel and/or to labor disruptions;
- risks relating to any failure to comply with applicable laws and regulations as well as expectations regarding environmental, social and governance as well as sustainability matters;
- risks related to Danish and U.S. taxation;
- credit, interest and exchange rate risks;

## [Table of Contents](#)

- any failure to realize the anticipated benefits of the Business Combination (as defined below) and risks related to the integration of the acquired business;
- the possible dilution of Cadeler Shares and Cadeler ADSs;
- the limited rights of Cadeler ADS holders; and
- the ability of certain of the Cadeler Group's largest shareholders to influence matters requiring shareholder approval and affect the price of the Cadeler Shares.

These and other risks and uncertainties may cause actual results to differ materially and adversely from those expressed in any forward-looking statements. Cadeler cautions you not to place undue reliance on any forward-looking statements as they are not guarantees of future performance or outcomes. Actual performance and outcomes, including, without limitation, Cadeler's actual results of operations, financial condition and liquidity, and the development of new markets or market segments in which Cadeler operates, may differ materially from those made in or suggested by the forward-looking statements contained herein. Except as required by law, Cadeler does not assume any obligation to update or revise the information contained herein, which speaks only as of the date hereof.

For additional information about factors that could cause Cadeler's results to differ materially from those described in the forward-looking statements, please see the section hereof entitled "Risk Factors" beginning on page 3 of this Annual Report on Form 20-F.

Unless required by law, Cadeler has no duty and undertakes no obligation to update or revise any forward-looking statement after the date of this document, whether as a result of new information, future events or otherwise.

### **Enforceability of civil liabilities**

Cadeler is a public limited company incorporated under the laws of Denmark. The majority of Cadeler's current directors and executive officers, and certain experts named herein, reside outside the United States. All or a substantial portion of Cadeler's assets and the assets of those non-resident persons are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon Cadeler or those persons or to enforce against Cadeler or them, either inside or outside the United States, judgments obtained in U.S. courts, or to enforce in U.S. courts, judgments obtained against them in courts in jurisdictions outside the United States, in any action predicated upon the civil liability provisions of the federal securities laws of the United States.

The United States does not have a treaty with Denmark providing for reciprocal recognition and enforcement of judgments, other than arbitration awards, in civil and commercial matters. Accordingly, a final judgment for the payment of money rendered by a U.S. court based on civil liability may not be directly enforceable in Denmark. However, if the party in whose favor such final judgment is rendered brings a new lawsuit in a competent court in Denmark, that party may submit to the Danish court the final judgment that has been rendered in the United States. A judgment by a federal court or state court in the United States will neither be recognized nor enforced by a Danish court but such judgment may serve as evidence in a Danish court. It is uncertain whether Danish courts would allow actions to be predicated on the securities laws of the United States or other jurisdictions outside Denmark, and Danish courts may deny claims for punitive damages and may grant a reduced amount of damages compared to U.S. courts.

**PART I**

**Item 1. Identity of Directors, Senior Management and Advisers**

Not applicable.

**Item 2. Offer Statistics and Expected Timetable**

Not applicable.

**Item 3. Key Information**

**A. [Reserved]**

**B. Capitalization and indebtedness**

Not applicable.

**C. Reasons for the offer and use of proceeds**

Not applicable.

**D. Risk factors**

Set out below is a summary of certain risk factors which could affect the Cadeler Group's future results and may cause them to differ from expected results materially. The factors discussed below should not be regarded as a complete and comprehensive statement of all potential risks and uncertainties that the Cadeler Group's business faces.

**Risks Related to the Cadeler Group's Business**

*The Cadeler Group only has a limited number of vessels and could be adversely impacted if any vessel is taken out of operation, or if there is a delay in delivery of any new build vessel.*

The Cadeler Group generates revenue by utilizing its fleet for the transportation and installation of offshore wind turbine generators and foundations and the provision of maintenance and decommissioning services in the offshore wind industry. The Cadeler Group's operating fleet currently consists of two O-Class wind farm installation vessels, Wind Orca and Wind Osprey (the "O-Class Vessels"), one S-Class wind farm installation vessel, Wind Scylla (the "S-Class Vessel"), one Z-Class wind farm installation vessel, Wind Zaratan (the "Z-Class Vessel"), one P-Class (previously referred to as X-Class) wind farm installation vessel, the Wind Peak (the "Operating P-Class Vessel") and one M-Class wind farm installation vessel, the Wind Maker (the "Operating M-Class Vessel and, together with the O-Class Vessels, the S-Class Vessel, the Z-Class Vessel, and the Operating P-Class Vessel, the "Operating Vessels"). In addition, the Cadeler Group has five new builds under construction: one P-Class Vessel (the "P-Class New Build"), one M-Class vessel (the "M-Class New Build") and three A-Class (previously referred to as F-Class) vessels ((the "A-Class New Builds" and, together with the P-Class New Build and the M-Class New Build, the "New Builds"). If any of the Operating Vessels or, once delivered, the New Builds are temporarily or permanently taken out of operation, including due to one of the risks described in this Annual Report on Form 20-F materializing, this could result in a loss of revenue that would otherwise be generated by such vessel. In addition to a potential loss of revenue, the Cadeler Group could also be liable to its customers for liquidated damages under any charters the Cadeler Group has entered into with respect to such vessel. The loss of revenue and liability to its charterers could have a material adverse impact on the Cadeler Group's business, prospects and financial results and condition, including its ability to be compliant with the financial covenants pursuant to its financing arrangements.

## [Table of Contents](#)

The Cadeler Group's vessels may be subject to operational incidents or the need for refurbishments and/or repairs, following which such vessels may be out of operation for a shorter or longer period of time. For example, Wind Osprey had a crane accident in 2018 following which the vessel was out of operation for more than a year. This was due in part to the incident and in part to the Cadeler Group's decision to design and procure an upgraded crane boom. The incident resulted in a claim from the charterers of EUR 6.25 million, while the Cadeler Group also lost estimated revenue of approximately EUR 15 million as a result of the vessel being out of operation for more than a year. The majority of the physical damage was covered by insurance. However, the vessel was required to be off-hire during the repair and upgrade process. With a fleet of only two vessels in operation at that time, an incident of this nature reduced the Cadeler Group's earning potential by approximately 50%.

As described in the risk factor entitled "—The Cadeler Group is exposed to hazards that are inherent to offshore operations, and damages may not be covered by insurance," the Cadeler Group experiences smaller breakdowns on an ongoing basis as part of its ordinary course of business. Any future incidents or upgrades could result in similar unavailability of the Cadeler Group's fleet and may result in the Cadeler Group losing market share, being exposed to penalties or missing future contract opportunities as a result of shorter or longer periods of limited or no availability of the Cadeler Group's fleet.

In addition, there is a risk that the delivery of the New Builds ordered by the Cadeler Group could be delayed. The Cadeler Group expects to take delivery of its second P-Class New Build imminently and its first A-Class New Build in the second half of 2025, with the remaining two A-Class New Builds currently expected to be delivered in the third quarter of 2026 and the first half of 2027, respectively. In addition, the M-Class New Build is currently expected to be delivered in the fourth quarter of 2025. The Cadeler Group has contracted with COSCO SHIPPING Heavy Industry Co. Ltd. ("COSCO"), a Chinese shipyard, for the delivery of the P-Class and A-Class New Builds, and with Hanwha Ocean Co., Ltd. (formerly Daewoo Shipbuilding & Marine Engineering Co. Ltd) ("Hanwha") for the construction of the M-Class New Build. Any problems that may affect China or Korea, whether geographically or geopolitically, the general availability of components or material needed, or the relevant shipyards could lead to delayed delivery of any or all of the New Builds. For example, there is continuing uncertainty relating to the development of the political climate within China and between China and other countries, including the United States, including with respect to Taiwan, as well as the global supply chain in general. In addition, in January 2025, certain of COSCO's affiliates and several Chinese shipyards were designated by the U.S. Department of Defense as "Chinese military companies" under Section 1260H of the U.S. National Defense Reauthorization Act 2021 (see also "—The Cadeler Group is exposed to risks related to macroeconomic factors and geopolitical conditions"). Whilst that designation does not directly affect the COSCO entity with which Cadeler has a contractual relationship or otherwise impact Cadeler's ability to conduct business with COSCO, the imposition of further measures by the United States or other jurisdictions against COSCO and/or its affiliates could have an adverse effect on the Cadeler Group's ability to receive delivery of its P-Class and A-Class New Builds or to order future new build vessels from the same shipyard. Delayed delivery of any or all of the New Builds could delay the Cadeler Group's generation of revenue from the utilization of such vessels and may trigger payments of liquidated damages under any charters the Cadeler Group has entered into with respect to these vessels, which may materially affect the Cadeler Group's business, prospects and financial results and condition. See also "—The ordering, construction and delivery of new build vessels and upgrades of existing vessels is subject to various risks and uncertainties, including forward-looking assessments which could turn out to be incorrect, and requires substantial financing which may not be available at favorable terms or at all."

From time to time, the Cadeler Group's vessels undergo upgrades of various types to remain competitive in the market, to ensure compliance with legal requirements and to implement sustainability-related improvements. Expenditures may be incurred when repairs or upgrades are required by law, in response to an inspection by a governmental authority, when damaged, or because of market or technological developments. From late 2023, for example, the two O-Class Vessels were off-hire for approximately six months for planned main-crane upgrades. Such upgrades, as well as other refurbishment and repair projects, are subject to various risks, including delays and cost overruns, which could, if realized, have an adverse impact on the Cadeler Group's available cash resources, results of operations and its ability to comply with financial covenants pursuant to its financing arrangements. To ensure timely completion of refurbishment and repair projects, the Cadeler Group may be required to allocate extra resources to the relevant project, increasing the cost of the refurbishment or repair. For example, the Cadeler Group has from time to time taken the decision to accelerate work on its vessels by adding additional resources in order to ensure the vessel was ready for its next project on time. Moreover, periods without operations for one or more of the Cadeler Group's vessels may have a material adverse effect on the Cadeler Group's ability to generate revenue and thereby on its business, prospects and financial results and condition.

***The Cadeler Group is exposed to hazards that are inherent to offshore operations, and damages may not be covered by insurance.***

The Cadeler Group is operating in the offshore construction industry and is thus subject to hazards inherent to that industry, such as breakdowns, technical problems, harsh weather conditions, environmental pollution, force majeure events (nationwide or port-specific strikes, etc.), accidents (including dropped objects), collisions and groundings. These hazards can cause personal injury or loss of life, severe damage to or destruction of property and equipment, pollution or environmental damage, claims by third parties or customers and suspension of operations. Wind farm installation vessels, including the Cadeler Group's vessels, are also subject to hazards inherent in marine operations, either while on-site or during mobilization, such as capsizing, sinking, grounding, collision, damage from severe weather and marine life infestations. Operations may also be suspended because of machinery breakdowns, abnormal operating conditions, failure of subcontractors to perform or supply goods or services or personnel shortages. For example, the Cadeler Group experienced a crane accident in 2018 following which the vessel involved was out of operation for more than a year, causing both a claim from the charterers and lost revenue for the period. Additionally, the Cadeler Group experiences various types of technical breakdowns on an ongoing basis as part of the operation of its vessels; however, such breakdowns are typically of a smaller nature with limited downtime and impact compared to the 2018 crane incident. Operations may also be interrupted even where an incident does not cause material damage or injury, but could have done, as the Cadeler Group requires that such "near miss" events be investigated and corrective procedures implemented where appropriate.

The Cadeler Group's vessels are covered by industry standard hull and machinery and protection and indemnity insurance. Standard protection and indemnity insurance for vessel owners provides limited cover for damage to project property during wind farm installation operations, as such damage is expected to be covered by the construction all risks insurance procured by the Cadeler Group's customers. However, in recent years, the Cadeler Group has seen more contracts imposing liability for property damage on contractors such as the Cadeler Group and, even where such liability is insured, the deductibles payable in the event of an incident can be significant. Such risks are difficult to adequately insure against under standard protection and indemnity insurance for vessel owners. The Cadeler Group has also considered obtaining insurance for loss-of-hire, but has evaluated and considered such insurance not to be commercially viable. As a result, certain damages and losses resulting from the aforementioned hazards may not be covered by insurance.

***The Cadeler Group is dependent on the employment and utilization of its vessels, and its backlog of contracts may not materialize.***

The Cadeler Group's revenue and income are dependent on project contracts and vessel charters for the employment of its vessels. Typically, these contracts are concluded several years in advance with the terms and conditions not expected to be subject to subsequent change. Additionally, the Cadeler Group has recently experienced a trend towards reservation agreements and contracts being entered into at an earlier stage, which increases the difficulty of capturing the effect of any subsequent changes in circumstances, e.g., due to geopolitical developments and other unforeseen events. In the ordinary course of business, the Cadeler Group continuously seeks to enter into such new contracts for the employment of its vessels. The Cadeler Group has a contract backlog of existing customer contracts that imply revenues in the future, both for "firm" contracted days and, typically, "option" days (days that are callable at the relevant customer's option). Such contracts, and the revenues derived therefrom, are subject to various terms and conditions, including certain cancellation events, and the exercise of options is exclusively at the discretion of the relevant customer. Such contracts could be subject to termination, amendments and/or delays resulting in revenues being more limited, occurring at a later time or not at all. The Cadeler Group's current customer contracts include express cancellation rights on the part of the customers. Cancellation or termination is generally linked to a penalty or termination fee. Under its customer contracts, the Cadeler Group may also become liable to its customers for liquidated damages if there are delays in delivering a vessel for employment in connection with a project or for delays that arise during the operation of the vessels under the contracts (see also "—The Cadeler Group only has a limited number of vessels and could be adversely impacted if any vessel is taken out of operation, or if there is a delay in delivery of any new build vessel"). As of December 31, 2024, the Cadeler Group's contract backlog (including 100% of option days) amounted to approximately EUR 2,336 million (compared to EUR 1,736 million as of December 31, 2023), comprising EUR 1,907 million from firm contracted days and EUR 430 million from contracted days subject to the exercise of counterparty options (compared to a split of EUR 1,379 million from firm contracted days and EUR 357 million from contracted days subject to the exercise of counterparty options as of December 31, 2023).



## [Table of Contents](#)

It may also be difficult for the Cadeler Group to obtain future employment for its vessels and, as a result, utilization may decrease. Wind farm installation projects are tendered and awarded at irregular intervals and installation projects in certain locations are seasonal, particularly as a result of weather-related seasonality. Consequently, the Cadeler Group's vessels may need to be deployed on lower-yielding work or remain idle, resulting in periods without any compensation to the Cadeler Group. There can also be off-hire periods as a consequence of accidents, technical breakdown and non-performance, as experienced with the crane accident in 2018 (see "—The Cadeler Group is exposed to hazards that are inherent to offshore operations, and damages may not be covered by insurance") or due to maintenance or upgrades, such as the planned main crane upgrades for the two O-Class Vessels which were completed in the second quarter of 2024 and for which each such vessel was off-hire for approximately six months.

The cancellation, amendment to or postponement of one or more contracts can have a material adverse impact on the Cadeler Group's revenue and may thus affect the pricing of the Cadeler Shares. For example, the Cadeler Group narrowed its guidance for the financial year ended December 31, 2022 due to upstream delay as a result of a subcontractor on a project being unable to operate as planned. While the Cadeler Group has generally not had a history of cancellations, amendments or postponements of its contracts, there can be no assurance that no such cancellation, amendment or postponement will occur in the future. As the Cadeler Group currently has only six Operating Vessels in its fleet, the Cadeler Group's business, prospects and financial results and condition could be materially impacted if any of these vessels became disabled or otherwise unable to operate for an extended period.

***The Cadeler Group could be materially adversely affected if demand for the Cadeler Group's services is lower than anticipated or decreases, including as a result of oversupply, changing trends in the energy market or a deterioration of the Cadeler Group's market reputation and client relationships.***

The Cadeler Group relies on revenue generated from wind farm installation and related maintenance. The lack of diversification in Cadeler's sources of revenue makes the Cadeler Group vulnerable to adverse developments or periods of low demand in the market in which it operates. The demand for the Cadeler Group's services may be volatile and is subject to variations for a number of reasons, including uncertainty in future demand and regulatory changes. For example, the market for offshore wind energy has recently experienced certain challenges in various jurisdictions including the United States, Sweden and Denmark, including delays in relevant supply chains, cancellation of government approvals and failed government auction rounds, which could adversely affect the number of offshore wind farm projects to be developed in these markets in the future, and there is a risk that similar challenges might also affect other countries. In the case of delays on multiple projects, it may be difficult for the Cadeler Group to adapt, which would impact its revenue stream but also potentially compliance with its financing covenants. Due to the fact that the Cadeler Group invests in capital assets with life-spans of approximately 25 years and that market visibility beyond 10 years is difficult to estimate, the Cadeler Group's long-term performance and growth depend heavily on the supply of vessels relative to market demand. Any oversupply of vessels compared to the market demand for such vessels or similar capacity could cause contract rates to decline, and falling rates could materially adversely affect the Cadeler Group's financial performance and results of operations. As the Cadeler Group's vessels are highly specialized for wind farm installation, redeploying them to other sectors of the marine industry may be difficult or impossible to achieve, both practically and commercially.

The wind energy market is affected by the price and availability of other energy sources, including nuclear, coal, natural gas and oil, as well as other sources of renewable energy. To the extent renewable energy, particularly wind energy, becomes less cost-competitive due to reduced government targets, increases in the cost of wind energy, new regulations or incentives that favor alternative renewable energy, cheaper, more efficient or otherwise more attractive alternatives or otherwise, demand for wind energy and other forms of renewable energy could decrease. Slow growth or a long-term reduction in the demand for wind energy could in turn reduce the demand for the Cadeler Group's services, which could have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition.

In addition, market reputation and customer relationships are key factors to securing contracts and establishing long-lasting customer relations. For example, it is the Cadeler Group's assessment that its market reputation and customer relationships have enabled the Cadeler Group to secure contracts for its New Builds before they are delivered. Adverse changes to the Cadeler Group's customer relations or market reputation could result in a decrease in demand for the Cadeler Group's services, resulting in a significant loss of revenue and adversely affecting the Cadeler Group's business including the ability to secure future contracts.

***The Cadeler Group faces other contractual and non-contractual legal risks related to its operations, which may expose the Cadeler Group to financial loss.***

The Cadeler Group may fail to fulfill its contractual obligations under its customer contracts or other commercial contracts. For example, the Cadeler Group experienced a crane accident in 2018 following which the vessel involved was out of operation for more than a year, causing both a claim from the charterers and lost revenue for the period. In addition, the Cadeler Group may be in breach of warranties made by it to a customer if, with respect to any project, the relevant vessel fails to meet the required minimum specifications or is otherwise unsuitable or unable to perform as required under the relevant contract. In such a case, the customer contract could be terminated and/or the Cadeler Group held liable for the relevant charterer's losses.

Contract terms may also not be sufficient to protect the Cadeler Group from liability with respect to installation works. The Cadeler Group could be liable to third parties who are involved or have an interest in the various projects involving the Cadeler Group's vessels. The Cadeler Group may also face claims for damages from customers based on, for example, poor workmanship. Some of these liabilities and/or losses may not be covered by the Cadeler Group's insurance policies or otherwise indemnified.

***The ordering, construction and delivery of new build vessels and upgrades to existing vessels is subject to various risks and uncertainties, including forward-looking assessments which could turn out to be incorrect, and requires substantial financing which may not be available at favorable terms or at all.***

The Cadeler Group may from time to time order additional new vessels, such as the ordering of the New Builds, and upgrades of existing vessels, such as the recent crane upgrades for both O-Class Vessels which were completed in 2024.

The ordering, construction, supervision and delivery of such new build vessels or upgrades to existing vessels is subject to a number of risks, including the risk of cost overruns and delays. Further, when such vessels or upgraded vessels are delivered, they are subject to market risk at the time of delivery including fulfilling conditions in any pre-committed customer contracts for such vessels or upgraded vessels, and the risk of failure to secure future employment of the new or upgraded vessels at satisfactory rates, which could have a material adverse effect on the financial performance of the Cadeler Group. If the Cadeler Group is not able to procure the New Builds, similar new build vessels or vessel upgrades in the future, this could have an adverse impact on the Cadeler Group's business, prospects and financial results and condition.

The offshore wind installation market is a fast-moving market with a relatively long leadtime on delivery of new build vessels with the specifications needed to bid on, and win, wind farm installation contracts. The Cadeler Group must correctly predict future supply of, and demand for, wind farm installation vessels and continuously assess the attractiveness of securing a contract for the construction of additional vessels. When making such assessments, the Cadeler Group considers a number of uncertainties and factors, including expected supply and demand (see also "—The Cadeler Group could be materially adversely affected if demand for the Cadeler Group's services is lower than anticipated or decreases, including as a result of oversupply, changing trends in the energy market or a deterioration of the Cadeler Group's market reputation and client relationships"), construction time, the price of construction and the expected development in construction prices, technological development in the offshore wind installation market and financing possibilities. If the Cadeler Group fails to correctly and timely assess the need for placing orders for additional vessels, the Cadeler Group may miss out on attractive contract opportunities due to capacity constraints and lose market share or incur costs of construction without being able to secure contracts for such new build vessels on commercially attractive terms or at all.

Ordering new build vessels will increase capital expenditures (consisting of the purchase price and associated costs) materially and thus requires significant debt or equity financing. The vast majority of the agreed construction costs for the New Builds is fixed. However, some elements of the construction contract pricing are subject to variation. As a result, the total construction costs for the New Builds could increase, and the Cadeler Group may be unable to pass on such higher costs to its customers, which could have an adverse impact on its financial results.

The aggregate capital expenditures estimated to be required in connection with the remaining New Builds are approximately EUR 1,395 million, of which EUR 237.5 million has been paid as of March 25, 2025. The remaining scheduled payments will fall due during the period from 2025 to 2027.

[Table of Contents](#)

On December 22, 2023, Cadeler and two of its subsidiaries entered into a Sinasure-backed Green Term Loan Facility of up to EUR 425 million (with a 12 year tenor) to finance the purchase of the P-Class Vessels (the “P-Class Facility”). In August 2024, the Company requested the utilization of EUR 210 million under the P-Class Facility. On August 16, 2024, following the Business Combination, the Cadeler Group refinanced the existing USD 436 million Senior Secured Green Term Loan Facility previously entered into by Eneti Inc., with Cadeler and certain of its subsidiaries entering into Facility Agreements (each with a 12-year tenor) for an aggregate of up to EUR 420 million (the “M-Class Facilities”). In January 2025, the Company requested the utilization of EUR 212 million under the M-Class Facility to finance the final instalment for the delivery of the first M-Class Vessel in the same month. On March 21 2025, Cadeler and two of its subsidiaries entered into a Sinasure-backed Green Term Loan Facility of up to EUR 575 million (with a 12 year tenor) to finance the purchase of the first two of the Cadeler Group’s three A-Class Vessels (the “A-Class Facility”).

There can be no guarantee that the financing of any additional new builds and any future upgrades can be obtained on attractive terms or at all. If the required financing is not obtained, the Cadeler Group may default on its obligations and be liable towards the relevant yard and/or other suppliers of goods and services related thereto, and the Cadeler Group may not be able to expand its fleet and thereby maintain its competitive position. The Cadeler Group may seek to obtain the required financing through capital markets or debt financing. Should the Cadeler Group not be able to secure the needed financing, in part or in whole, for example due to unattractive terms such as unfavorable interest rates, the Cadeler Group may be required to postpone future investments (including orders for new build vessels). If, in connection with an equity financing, the demand for or price of the Cadeler Shares is lower than historically experienced, this could result in significant dilution of the shareholding of existing holders of Cadeler Shares (the “Cadeler Shareholders”) and a decrease in the price of the Cadeler Shares.

***The Cadeler Group has historically derived its revenue from a small number of customers, and the loss or default of any such customer could result in a significant loss of revenue and adversely affect the Cadeler Group’s business.***

The Cadeler Group has historically had a high customer concentration as a result of the small number of vessels in its fleet and the typical duration of its projects. Consequently, if the Cadeler Group loses any of its most significant customers or any of them fail to pay for the services provided by the Cadeler Group or enters into bankruptcy, the Cadeler Group’s revenue could be materially adversely affected. The loss of one or more significant customers, or a decline in the number of projects or consideration paid for the Cadeler Group’s services under the Cadeler Group’s contracts with significant customers, would affect the Cadeler Group’s revenue and cash flow, and could have a material adverse effect on the Cadeler Group’s business, prospects and financial results and condition. Additionally, any delay of a project for one or more of the Cadeler Group’s most significant customers could affect the Cadeler Group’s revenue, the utilization of its vessels and potentially its ability to fulfill other contracts. Many of the Cadeler Group’s contracts contain options for additional work, which, if exercised, would generate additional revenue. If such options are not exercised to the extent the Cadeler Group expects based on its historic experience, the Cadeler Group’s revenue could be substantially lower than anticipated.

***If the Cadeler Group fails to maintain an effective system of internal control over financial reporting, it may not be able to accurately report financial results in a timely manner or prevent fraud, which may adversely affect its business and the market price of the Cadeler ADSs and Cadeler Shares.***

In connection with the audits of its financial statements for the years ended December 31, 2023 and 2022, the Cadeler Group and its independent registered public accounting firm identified material weaknesses related to the Cadeler Group’s internal control over financial reporting driven by (i) a lack of formalized risk assessment and documented procedures in relation to the Company’s business processes and entity level controls, lack of evidence of performing internal controls including the completeness and accuracy of information used in the execution of controls, and lack of monitoring control activities, and (ii) lack of internal controls over change management and access management in the relevant financial information technology (“IT”) systems required to support effective internal control framework.

As defined in the standards established by the U.S. Public Company Accounting Oversight Board (“PCAOB”), a material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Cadeler Group’s annual or interim consolidated financial statements will not be prevented or detected on a timely basis.

## [Table of Contents](#)

Following the Company's remediation efforts, no material weakness was identified in connection with the audit of the Company's financial statements for the year ended December 31, 2024. The Cadeler Group cannot guarantee, however, that its internal controls over financial reporting will remain effective in the future and that further material weaknesses will not be identified. Any failure to remediate such material weaknesses or a failure to discover and address any other material weaknesses or significant deficiencies in the future, could result in inaccuracies in the Cadeler Group's consolidated financial statements and impair its ability to comply with applicable financial reporting requirements and related regulatory filings on a timely basis.

Management's certification under Section 404 of the U.S. Sarbanes Oxley Act of 2002, as amended (the "Sarbanes-Oxley Act"), is included in Item 15 of this Annual Report on Form 20-F and the Cadeler Group's independent registered public accounting firm's attestation to and report on the effectiveness of the Cadeler Group's internal control over financial reporting is included in Item 18 of this Annual Report on Form 20-F.

While documenting and testing internal control procedures, in order to satisfy the requirements of Section 404 of the Sarbanes-Oxley Act as applicable to the Cadeler Group, the Cadeler Group may identify other weaknesses and deficiencies in internal control over financial reporting. If the Cadeler Group fails to maintain the adequacy of its internal controls over financial reporting, as these requirements are modified, supplemented or amended from time to time, management may not be able to conclude on an ongoing basis that the Cadeler Group has effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act.

Generally, the failure to achieve and maintain an effective internal control environment could result in material misstatements in the Cadeler Group's financial statements and could also impair the Cadeler Group's ability to comply with applicable financial reporting requirements and related regulatory filings on a timely basis. As a result, the Cadeler Group's business, prospects and financial results and condition, as well as the trading price of Cadeler Shares and Cadeler ADSs, may be materially and adversely affected. See also "—Risks Related to the Business Combination— Cadeler became subject to the reporting requirements of the U.S. Exchange Act in connection with the Business Combination and it needs to devote substantial time and resources to complying with public company regulations. There can be no assurance that the Cadeler Group's internal control over financial reporting will remain effective."

### ***The Cadeler Group is dependent on technical, maintenance, transportation and other commercial services from third parties.***

The Cadeler Group is and will continue to be dependent on technical, maintenance, transportation and other commercial services from third parties to manage its vessels and fulfill its contractual obligations. Performance by such service providers is critical. If third-party service providers, such as those involved in assisting the Cadeler Group in sea fastening design, fabrication, installation and various technical services, fail to perform at an optimal level, this could materially and adversely affect the Cadeler Group's ability to complete its contracts, as well as its business, prospects and financial results and condition, including its ability to be compliant with the financial covenants under its financing arrangements. For example, the Cadeler Group experienced a third-party supplier being delayed in connection with the repair following Wind Osprey's crane accident in 2018, which extended the downtime period. Additionally, the Cadeler Group narrowed its guidance for the financial year ended December 31, 2022 due to upstream delay as a result of a subcontractor on a project being unable to operate as planned. If the amount the Cadeler Group is required to pay for subcontractors, equipment or supplies exceed what has been estimated, the profitability of the commercial employment of its vessels may be adversely affected. If a subcontractor, supplier, or manufacturer fails to provide services, supplies or equipment as required under a contract for any reason, the Cadeler Group may be required to source such services, supplies or equipment from other third parties, which could lead to delays or higher prices than anticipated.

The Cadeler Group relies on third-party contractors, suppliers, vendors, joint venture partners and other parties for the engineering design, procurement of materials, equipment, and services for the performance of work on the Cadeler Group's projects. The successful completion of these projects depends on the ability of these third parties to perform their contractual obligations and is subject to factors beyond the Cadeler Group's control, including actions or omissions by these parties and their subcontractors. Any non-performance, or a failure by such third parties to perform their contractual obligations to a satisfactory standard could result in delays to the planned project timelines, which could in turn result in late penalties or fines being imposed on the Cadeler Group.

***The Cadeler Group could be materially adversely affected by increased supply of offshore wind farm installation services as a result of new competitors entering the market or existing competitors expanding their fleet of suitable vessels.***

The industry in which the Cadeler Group operates is in management's view characterized by a limited supply of efficient offshore wind farm installation services as a limited number of vessels are available and fit for the specific needs of, and trusted by, customers. Consequently, it may be difficult or expensive for customers of the Cadeler Group to find efficient alternative suppliers for their contracts in the near term, and it may be even more difficult for customers in the long term to find trusted suppliers of efficient offshore wind farm installation vessels as newer generations of larger turbines (capable of producing 18-20MW+ of electricity) are rolled out, which the Cadeler Group expects will occur towards the end of the current decade. Since the supply of offshore wind farm installation services depends on the number of vessels dedicated to such services, market conditions may change significantly if one or multiple existing or new competitors of the Cadeler Group were to order new build vessels or modify existing vessels to fit the future needs of the offshore wind farm industry. It is the Cadeler Group's assessment that over the past decade there has been a general increase in the number of players active in the wind farm industry. Should similar developments occur in the market for offshore wind farm installation, the Cadeler Group may experience increased competition. Any increase in the supply of offshore wind farm installation services may result in a decrease in the prices that the Cadeler Group is able to obtain for its services. As the Cadeler Group currently only operates within the market for offshore wind farm transportation, installation and maintenance, it is more exposed to any changes in prices within the industry or utilization of its vessels compared to those of its competitors having multiple sources of revenue. See also "—The Cadeler Group faces competition from industry participants who may have greater resources than the Cadeler Group."

***The Cadeler Group faces competition from industry participants who may have greater resources than the Cadeler Group.***

The markets in which the Cadeler Group operates are competitive and the Cadeler Group's business is subject to risks associated with competition from new and existing industry participants. The Cadeler Group has a number of well-established competitors, including DEMA Offshore, Jan de Nul (both Belgium-headquartered), Fred. Olsen (Norway-headquartered) and Van Oord (Netherlands-headquartered). In addition, there are a growing number of players with specialist vessels on order. Seaway7, Dominion Energy, Maersk and Havfram, for example, each has a newbuild vessel (or vessels) either on order or currently under construction. These companies will directly compete (and in a number of cases are already directly competing) with the Cadeler Group in tenders for wind turbine foundation and installation projects. There can be no assurances that the Cadeler Group will be able to maintain or improve its competitive position or continue to meet changes in the competitive environment, including when entering new markets. In addition, certain of the Cadeler Group's competitors may have more resources and better access to capital than the Cadeler Group. For example, new and existing competitors may have greater financial resources, customer support, technical and marketing resources, larger customer bases, longer operating histories, greater name recognition or more established relationships in the industry. These industry participants compete with the Cadeler Group based on, among other things, price, service portfolio, technology, location and vessel availability. There is no assurance that the Cadeler Group will have the resources and expertise to compete successfully in the future, that it will be able to succeed in the face of current or future competition, or that it will be successful when entering new markets. Increased competition in the markets where the Cadeler Group operates or which it may enter could lead to reduced profitability and/or future growth opportunities for the Cadeler Group. The failure of the Cadeler Group to secure future growth, maintain or improve its competitiveness and respond to increased competition may have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition.

***Technological progress might render the technologies used by the Cadeler Group obsolete or less profitable.***

The offshore wind sector in which the Cadeler Group operates is affected by constant technological development. To maintain a successful and profitable business, the Cadeler Group must keep pace with technological developments and changing standards to meet the evolving demands of existing and potential customers. For example, the Cadeler Group is dependent on its ability to improve existing services and installation vessels to meet future demand and anticipate and respond to major changes in technology and industry standards. If the Cadeler Group fails to adequately respond to the technological changes in its industry, make the necessary capital investments, or is not suited to offer commercially competitive products and implement commercially competitive services, the Cadeler Group's business, prospects and financial results and condition may be adversely affected.

## [Table of Contents](#)

Competitors' vessels have previously become obsolete due to the growth in the size of turbines only 10 years into their lifespan. Although the Cadeler Group seeks to build vessels that can be upgraded, as demonstrated by the recent main crane upgrades to its two O-Class Vessels, there is no certainty that such vessels will remain viable for the entirety of their planned 25-year lifespan. In addition, as the Cadeler Group's vessels are purpose-built for the offshore wind industry, they cannot easily be repurposed for use in other segments of the marine industry. A movement towards other energy sectors or the development of new technology could render the Cadeler Group's vessels obsolete, and the Cadeler Group may not be able to secure alternative contracts or revenue on attractive terms, if at all.

***Future customer contracts may not be obtained at all, or on materially different terms than described herein.***

While the Cadeler Group has previously entered into vessel reservation agreements, preferred bidder agreements and letters of intent for contracts with customers, there can be no assurance that such vessel reservation agreements, preferred bidder agreements or letters of intent will actually result in customer contracts and revenue for the Cadeler Group, or if such contracts are entered into, that they will be entered into on the terms expected by the Cadeler Group. Although the Cadeler Group's vessel reservation and preferred bidder agreements typically contain clauses providing for the payment of customary compensation to the Cadeler Group should such agreements not result in a firm contract in line with market practice, there can be no assurance that such compensation will be paid if and to the extent owed. Additionally, many of the Cadeler Group's contracts include options exercisable in the sole discretion of the relevant customer, and there can be no assurance that such options will be exercised and result in additional revenue being realized.

Expected and/or estimated contract terms as indicated in this Annual Report on Form 20-F regarding specifications, commercial terms and delivery schedules are only current estimates by the Cadeler Group, and may end up being materially different than expected (if such contracts are entered into at all).

***The Cadeler Group operates across multiple jurisdictions and is thereby exposed to a number of risks inherent in international operations, including political, civil or economic disturbance.***

The Cadeler Group operates in multiple jurisdictions and serves a wide range of customers. As a result, the Cadeler Group is exposed to risks that are inherent to conducting international operations, some of which are due to factors beyond the Cadeler Group's control, including:

- terrorist acts, war, civil disturbances and military actions;
- seizure, nationalization or expropriation of property or equipment;
- political unrest or revolutions;
- acts of piracy;
- actions by environmental organizations;
- public health threats, and outbreaks of contagious diseases and pandemics;
- global warming and extreme weather events;
- restrictions on the ability to repatriate income or capital;
- complications associated with repairing and replacing vessels and equipment in remote locations;
- delays or difficulties in obtaining necessary visas and work permits for employees;
- wage and price controls imposed by the relevant authorities; and
- the imposition of trade barriers, moratoriums or sanctions and other forms of government regulation.

Some of these risks could limit or disrupt the Cadeler Group's operations (for example, by requiring or resulting in the evacuation of personnel, cancellation of contracts, or the loss of personnel, vessels or assets), impose practical or legal barriers to the Cadeler Group's continued operations, or negatively impact the profitability of those operations, and could therefore have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition.

***The Cadeler Group is exposed to risks related to macroeconomic factors and geopolitical conditions.***

The Cadeler Group is exposed to macroeconomic factors and geopolitical conditions. The international macroeconomic situation is currently characterized by material uncertainty, mainly due to the elevated levels of public debt in many of the leading global economies, increasing interest and inflation rates, the war in Ukraine, the imposition of sanctions against Russia, conflict in the Middle East, European energy crises and global supply-chain constraints. For example, the Cadeler Group has contracted with COSCO, a Chinese shipyard, for the delivery of the New Builds, and any problems that may affect China, whether geographically or geopolitically, the general availability of components or material needed, or the shipyard itself could lead to delayed delivery of any or all New Builds. There is continuing uncertainty relating to the development of the political climate within China and between China and other countries, including the United States, including with respect to Taiwan. In addition, in January 2025, certain of COSCO's affiliates and several Chinese shipyards were designated by the U.S. Department of Defense as "Chinese military companies" under Section 1260H of the U.S. National Defense Reauthorization Act 2021. Whilst that designation does not directly affect the COSCO entity with which Cadeler has a contractual relationship or otherwise impact Cadeler's ability to conduct business with COSCO, the imposition of further measures by the United States or other jurisdictions against COSCO and/or its affiliates could have an adverse effect on the Cadeler Group's ability to receive delivery of its P-Class and A-Class New Builds or to order future new build vessels from the same shipyard. See also "—The Cadeler Group only has a limited number of vessels and could be adversely impacted if any vessel is taken out of operation, or if there is a delay in delivery of any new build vessel" and "—The ordering, construction and delivery of new build vessels and upgrades of existing vessels is subject to various risks and uncertainties, including forward-looking assessments which could turn out to be incorrect, and requires substantial financing which may not be available at favorable terms or at all". These macroeconomic conditions have had, and a continuation or further worsening of these conditions could continue to have, material effects on the global economy and capital markets and could have material adverse effects on the Cadeler Group, its business, prospects and financial results and condition. Additionally, geopolitical tensions may have an impact on the future prospects of the markets in which the Cadeler Group operates and may increase the risks associated with the Cadeler Group's operations.

***If Cadeler's vessels operate in countries or territories that are subject to restrictions, sanctions, or embargoes imposed by the U.S. government, the European Union, the United Nations, or other governments, it could lead to monetary fines or other penalties and adversely affect Cadeler's reputation and the market for its shares and trading price.***

Although Cadeler does not expect that its vessels will operate in countries or territories subject to country-wide or territory-wide sanctions or embargoes imposed by the U.S. government or other authorities in violation of applicable sanctions laws, and Cadeler endeavors to take precautions reasonably designed to mitigate the risk of such activities, it is possible that the Cadeler Group's vessels may call on ports located, and/or otherwise operate in countries or territories subject to such sanctions, including on charterers' instructions and/or without Cadeler's consent. In addition, certain of Cadeler's New Builds are being built in China, which may further expose Cadeler to certain restrictions. See also "—The Cadeler Group is exposed to risks related to macroeconomic factors and geopolitical conditions." Similarly, Cadeler's supply chain for spare parts for the vessels or secondary steel deliveries needs to be monitored closely and may be limited due to these restrictions, which could result in Cadeler not being able to source such spare parts from certain suppliers.

***Failure to comply with the U.S. Foreign Corrupt Practices Act could result in fines, criminal penalties, contract terminations and have an adverse effect on the Cadeler Group's business.***

The Cadeler Group operates in a number of countries throughout the world, including countries known to have a reputation for corruption. The Cadeler Group is committed to doing business in accordance with applicable anti-corruption laws including the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), U.K. Bribery Act, the Danish Criminal Code and other applicable anti-corruption laws. The Cadeler Group is subject, however, to the risk that Cadeler, its affiliated entities or its officers, directors, employees or agents may take actions determined to be in violation of such anti-corruption laws, including the FCPA and the U.K. Bribery Act. Any such violation could result in substantial fines, sanctions, civil and/or criminal penalties and curtailment of operations in certain jurisdictions, and might adversely affect the Cadeler Group's business, prospects and financial results and condition. In addition, actual or alleged violations could damage Cadeler's reputation and ability to do business. Furthermore, detecting, investigating, and resolving actual or alleged violations is expensive and has the potential to consume significant time and attention of Cadeler's senior management.

***Breakdowns in the Cadeler Group's information technology and/or noncompliance with data protection laws could negatively impact the Cadeler Group's business, including its ability to service customers.***

The Cadeler Group's ability to operate its business and service its customers is dependent on the continued operation of the Cadeler Group's IT systems, including those relating to the location, operation, maintenance and employment of the Cadeler Group's vessels. The Cadeler Group's IT systems could be compromised by a malicious third party or employee (see also "—A cybersecurity attack could materially disrupt the Cadeler Group's business"), man-made or natural events, or the inadvertent actions or inactions by the Cadeler Group's employees and third-party service providers. If the Cadeler Group's IT systems experience a breakdown, the Cadeler Group's business information could be lost, destroyed, disclosed, misappropriated, altered or accessed without consent, and the Cadeler Group's IT systems, or those of its service providers, may be disrupted.

Any breakdown in the Cadeler Group's IT systems could lead to lost revenues resulting from a loss in competitive advantage due to the unauthorized disclosure, alteration, destruction or use of proprietary information, the failure to retain or attract customers, the disruption of critical business processes or IT systems and the diversion of management's attention and resources. In addition, such breakdown could result in significant remediation costs, including repairing system damage, engaging third-party experts, deploying additional personnel, training employees and compensation or incentives offered to third parties whose data has been compromised. The Cadeler Group may also be subject to legal claims or legal proceedings, including regulatory investigations and actions, and the attendant legal fees as well as potential settlements, judgments and fines.

In addition, data protection laws apply to the Cadeler Group in certain countries in which it does business. Specifically, the EU General Data Protection Regulation ("GDPR") imposes penalties of up to a maximum of 4% of global annual turnover for breaches thereof. The GDPR requires mandatory breach notification, the standard for which is also followed outside the EU (particularly in Asia). Non-compliance with data protection laws could expose the Cadeler Group to regulatory investigations, which could result in fines and penalties. In addition to imposing fines, regulators may issue orders to stop processing personal data, which could disrupt operations. The Cadeler Group could also be subject to litigation from persons or corporations allegedly affected by data protection violations. Any violation of these laws or harm to the Cadeler Group's reputation could have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition.

***A cybersecurity attack could materially disrupt the Cadeler Group's business.***

The efficient operation of the Cadeler Group's business, including processing, transmitting and storing electronic and financial information, is dependent on computer hardware and software systems. IT systems are vulnerable to security breaches by computer hackers and cyber terrorists. The Cadeler Group relies on industry accepted security measures and technology (including a cloud-based solution provided by Microsoft including their E5 security suite) to securely maintain confidential and proprietary information maintained on its information systems. However, such measures and technology may not adequately prevent security breaches. Therefore, the Cadeler Group's operations and business administration could be targeted by individuals or groups seeking to sabotage or disrupt such systems and networks, or to steal data, and as a result these systems may be damaged, shut down or cease to function properly (whether due to planned upgrades, force majeure, telecommunications failures, hardware or software break-ins or viruses, other cybersecurity incidents or otherwise), which could have a material adverse effect on the Cadeler Group's reputation as well as its business, prospects and financial results and condition.



## [Table of Contents](#)

Cybersecurity attacks may result in disruptions to the Cadeler Group's operations or in business data being temporarily unreadable, and cyber criminals may demand ransoms in exchange for de-encrypting such data. As cybersecurity attacks become increasingly sophisticated, and as tools and resources become more readily available to malicious third parties, there can be no guarantee that the Cadeler Group's actions, security measures and controls designed to prevent, detect or respond to intrusion, to limit access to data, to prevent destruction or alteration of data or to limit the negative impact from such attacks, can provide absolute security against compromise. Even without actual breaches of information security, protection against increasingly sophisticated and prevalent cybersecurity attacks may result in significant future prevention, detection, response and management costs, or other costs, including the deployment of additional cybersecurity technologies, engaging third-party experts, deploying additional personnel and training employees. For example, in 2024 the Cadeler Group identified revised payment instructions from a counterpart as having been issued by malicious actors who had obtained access to that counterpart's email system. Although the Cadeler Group's internal controls (including its procedures for the telephone verification of updated payment instructions) prevented the misdirection of funds in that instance, there can be no guarantee that cybersecurity attacks affecting the Cadeler Groups' customers or suppliers will not affect the Cadeler Group in the future. Further, as cybersecurity threats are continually evolving, the Cadeler Group's controls and procedures may become inadequate, and the Cadeler Group may be required to devote additional resources to modify or enhance its systems in the future. Such expenses could have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition. To the extent the Cadeler Group integrates artificial intelligence ("AI") into its operations, this may increase the cybersecurity and privacy risks, including the risk of unauthorized or misuse of AI tools, it is exposed to, and threat actors may leverage AI to engage in automated, targeted and coordinated attacks of the Cadeler Group's systems. While the Cadeler Group regularly reviews its network security, backup and disaster recovery, enhanced training and other security measures to protect its systems and data, these measures cannot provide absolute security or guarantee that it will be successful in preventing or responding to every breach or disruption on a timely basis.

A successful cybersecurity attack could materially disrupt the Cadeler Group's operations or result in the unauthorized release or alteration of information in the Cadeler Group's systems, particularly if the Cadeler Group's IT systems were affected for extended periods. Any cybersecurity attack could also result in significant expenses to investigate and repair security breaches or system damages and could lead to litigation, fines, other remedial action, heightened regulatory scrutiny, diminished customer confidence and damage to the Cadeler Group's reputation. The Cadeler Group does not currently maintain cyber-liability insurance to cover such losses. As a result, a cybersecurity attack or other breach of any such IT systems could have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition.

***The Cadeler Group faces financial risk due to its level of indebtedness and is subject to restrictive covenants and conditions pursuant to its financing agreements.***

The Cadeler Group has entered and will in the future enter into debt financing agreements, including, but not limited to, the Holdco Facility, the Green Corporate Facility, the P-Class Facility, the M-Class Facility and the A-Class Facility (each as defined below and together, the "Credit Facilities"). See also Item 5.B. "Liquidity and Capital Resources—Financing Arrangements" of this Annual Report on Form 20-F. The Cadeler Group's level of indebtedness exposes it to certain risks, including increased vulnerability to general adverse economic and industry conditions. In addition, the Cadeler Group's indebtedness requires the Cadeler Group to dedicate a portion of its cash flow from operations to payments on its debt, thereby reducing the availability of cash flow to fund working capital, capital expenditures, acquisitions and investments and other general corporate purposes, and potentially limiting its ability to borrow additional funds or to borrow funds at rates or on other terms it finds acceptable.

The agreements governing the Cadeler Group's indebtedness contain (and it is expected that any agreements governing any additional debt that the Cadeler Group may incur or assume would contain) various operating and financial covenants with respect to the business of the Cadeler Group. Any failure to comply with such restrictions may result in an event of default under such agreements. Any such default may allow the applicable creditors to accelerate the related debt, which acceleration may trigger cross-acceleration or cross-default provisions in the Cadeler Group's other debt facilities. For instance, there are specific financial covenants in the Holdco Facility with respect to the minimum liquidity of the Cadeler Group, the Cadeler Group's equity ratio and its working capital. Similar financial covenants are included in the Green Corporate Facility, which also includes a financial covenant with respect to the fair market value of the O-Class Vessels, as well as the P-Class Facility, the M-Class Facility and the A-Class Facility. Failure to meet any of these covenants could trigger the mandatory repayment of the relevant facility or all of them and may thus have an adverse effect on the financial position of the Cadeler Group. Additionally, all of the Cadeler Group's debt facilities contain change of control provisions and covenants restricting the payments of dividends.

## [Table of Contents](#)

Since the Cadeler Group currently has only six Operating Vessels, its ability to be compliant with financial covenant requirements pursuant to its financing arrangements will to a great extent depend on the market value of these vessels and their ability to generate revenue until all of the Cadeler Group's New Builds are delivered. If future cash flows are insufficient to meet all of the Cadeler Group's financial obligations and contractual commitments, any such insufficiency could negatively impact the Cadeler Group's business. To the extent that the Cadeler Group is unable to repay any indebtedness as it becomes due or at maturity, the Cadeler Group may need to refinance its debt, raise new debt, sell assets or repay the debt with proceeds from equity offerings.

The Cadeler Group's indebtedness could affect the Cadeler Group's future operations, since a portion of the Cadeler Group's cash flow from operations will be dedicated to the payment of interest and principal on such indebtedness and will not be available for other purposes. Covenants may or will require the Cadeler Group to meet certain financial tests and non-financial tests, which may affect the Cadeler Group's flexibility in planning for, and reacting to, changes in its business or economic conditions, and may limit the Cadeler Group's ability to dispose of assets or place restrictions on the use of proceeds from such dispositions. Such covenants may also limit the Cadeler Group's ability to withstand current or future economic or industry downturns, to compete with others in the Cadeler Group's industry for strategic opportunities, or to obtain additional financing for working capital, capital expenditures, acquisitions, general corporate and other purposes.

### ***Litigation proceedings could have a material adverse impact on the business, prospects and financial results and condition of the Cadeler Group.***

The nature of the business of the Cadeler Group from time to time results in clients, subcontractors, employees/manning agencies or vendors claiming, among other things, recovery of costs related to accidents, contracts and projects. The crane accident in 2018 on Wind Osprey, for example, resulted in a claim from the charterers of EUR 6.25 million as well as personal injury claims by four seafarers involved in the accident. Should any of the Cadeler Group's vessels experience or be involved in any future incidents of a similar nature, the Cadeler Group may be subject to further claims and litigation. Litigation outcomes are unpredictable and may result in reputational damage as well as fines, penalties or other sanctions imposed by governmental authorities or general damages payable by the Cadeler Group in respect of third-party claims such as, for example, personal injury claims, employment-related claims or claims for property damage.

As part of the Cadeler Group's wind farm installation operations, it manages large, high-value components. In addition, as the Cadeler Group takes on full-service foundations projects (such as the Hornsea 3 and East Anglia 2 offshore wind farms in the U.K.), it is exposed to an increasingly complex scope of work encompassing technical design, engineering and construction. Any claims from its clients, subcontractors or vendors resulting from damage to component parts while within the Cadeler Group's control, or defects in construction works carried out by the Cadeler Group, may be significant. The Cadeler Group could also require extensive resources to assess and defend itself against potential claims and litigation, including under professional liability or warranty obligations, any of which could have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition.

### ***The Cadeler Group's insurance coverage may be inadequate to protect the Cadeler Group from liabilities that could arise in its business.***

Although the Cadeler Group maintains insurance coverage against certain risks related to its business, risks may arise for which the Cadeler Group is not insured, or which are outside the scope of its existing insurance coverage. In addition, claims covered by insurance are subject to deductibles, the aggregate amount of which could be material, and certain policies impose caps on coverage or certain carve-outs. Insurance policies are also subject to compliance with certain conditions, the failure of which could lead to a denial of coverage as to a particular claim or the voiding of a particular insurance policy. There can be no assurance that existing insurance coverage will be renewed at commercially reasonable rates or that available coverage will be adequate to cover future claims. If a loss occurs that is partially or completely uninsured, or the carrier is unable or unwilling to cover the Cadeler Group's claim with respect to such loss, the Cadeler Group could be exposed to substantial liability. Further, to the extent that the proceeds from its insurance are not sufficient to repair or replace a damaged asset, the Cadeler Group would be required to expend funds to supplement the insurance proceeds and in certain circumstances may decide that such expenditures are not justified, which, in either case, could adversely affect the Cadeler Group's business, prospects and financial results and condition.

***The Cadeler Group faces risks related to recruiting and retaining key personnel, and any loss of senior management or failure to recruit or retain highly skilled personnel could have a material adverse effect on the Cadeler Group's operations.***

The Cadeler Group's continued success is largely dependent on its ability to recruit, retain and develop skilled personnel for its business. The market for qualified personnel is highly competitive and the Cadeler Group cannot be certain that it will be successful in attracting and retaining key personnel and crewing its vessels in the future. If the Cadeler Group loses any members of its senior management or other key individuals, or fails to hire, train and retain qualified employees, it may not be able to compete effectively and may have increased incident rates as well as regulatory and other compliance failures, which could have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition. Difficulty in hiring and retaining qualified personnel could also adversely affect the Cadeler Group's results of operations.

If key employees depart because of uncertainty about their future roles (whether as a result of the recent Business Combination or otherwise), the Cadeler Group's business, prospects and financial results and condition could be materially and adversely affected.

***The Cadeler Group is exposed to counterparty credit risks relating to its key customers and certain other third parties.***

The Cadeler Group is subject to risks of loss resulting from the non-payment or non-performance by third parties of their obligations. Although the Cadeler Group monitors and manages counterparty risks, some of the Cadeler Group's customers and other counterparties may be highly leveraged and subject to their own operating, financial and regulatory risks. For example, some of the Cadeler Group's contractual counterparties are special purpose vehicles created for the purpose of carrying out a specific offshore wind farm project. These special purpose vehicles typically have limited assets or capital, and the Cadeler Group is not always able to obtain parent or third-party performance or financial guarantees for such counterparties' obligations. During periods of more challenging market environments, the Cadeler Group will be subject to an increased risk of customers seeking to repudiate contracts. The ability of the Cadeler Group's customers to perform their contractual obligations may also be adversely affected by restricted credit markets and economic downturns. Any bankruptcy, insolvency or inability by the Cadeler Group's customers affecting their ability to settle their debts or honor their obligations to the Cadeler Group when they fall due may adversely affect the Cadeler Group's business, prospects and financial results and condition.

***The Cadeler Group may fail to comply with applicable environmental laws and regulations, which could have an adverse effect on the Cadeler Group's business, prospects and financial results and condition.***

The Cadeler Group's operations are subject to a variety of laws, regulations, and requirements controlling the discharge of various materials into the environment, requiring removal and clean-up of materials that may harm the environment, controlling carbon dioxide emissions, or otherwise relating to the protection of the environment in the countries in which the Cadeler Group operates. Such laws, regulations and requirements vary from jurisdiction to jurisdiction and the operations of the Cadeler Group may be negatively affected by changes in environmental laws and other regulations that can result in large expenses including modification of vessels and changes in the operation of vessels. A lack of harmonization globally in relation to environmental, social and governance ("ESG") reform and the different pace at which legislators and regulators across the globe operate creates uncertainty and the risk of fragmentation. New ESG regulation affects how the Cadeler Group can conduct its business as the compliance requirements increase.

Despite the Cadeler Group's commitment to meet the environmental and other ESG requirements for the operation of its vessels, there is a risk that the Cadeler Group fails to comply with applicable laws and regulations. Non-compliance with environmental laws and regulations in any of the jurisdictions in which the Cadeler Group operates may result in increased costs, material fines, penalties, possible revocation of ability to do business or contract termination and could have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition.

***The Cadeler Group faces increasing scrutiny related to environmental, social and governance as well as sustainability matters that may impact its business.***

Recent years have seen an increase in investor and regulatory attention to ESG, including diversity and inclusion, environmental stewardship and transparency. A lack of harmonization globally in relation to ESG reform and the different pace at which legislators and regulators across the globe operate creates uncertainty and the risk of fragmentation. On March 6, 2024, the U.S. Securities and Exchange Commission (the “SEC”) adopted final rules for U.S. public companies that mandated significant new disclosures relating to climate-related risks, Scope 1 and Scope 2 greenhouse gas emissions and climate-related financial metrics. Legal challenges were filed soon after the rules were adopted and in April 2024 the SEC issued an order staying the rules pending resolution of the legal challenges. It is currently unclear whether the SEC’s previous climate agenda will be further pursued, but the proposed rules, with which the Company will be required to comply if they become effective, impose to a certain extent different obligations than the Corporate Sustainability Reporting Directive adopted by the EU in January 2023. Failure by the Cadeler Group to comply with or meet applicable legal and regulatory requirements or stakeholder or market expectations in relation to ESG matters, or if the Cadeler Group is perceived to have not responded appropriately to the growing concern for ESG issues, regardless of whether there is a legal requirement to do so, may expose the Cadeler Group to reputational damage, fines and other sanctions and its business and financial condition could be materially and adversely affected. Increasing attention to climate change, including the increasing societal expectations on businesses to address climate change, may result in increased costs, reduced profits, increased investigations and litigation, and negative impacts on the Cadeler Group’s ability to access capital markets.

While the Cadeler Group may at times engage in voluntary initiatives (such as voluntary disclosures, certifications, or goals, among others) to improve its ESG profile or to respond to stakeholder expectations, such initiatives may be costly and may not achieve the desired effect. For example, the Cadeler Group has set high standards and ambitions for its environmental responsibility, including its goal to run a carbon-neutral business by 2035. Achieving these goals will require emission reductions across the fleet, innovations in operations as well as research into reliable solutions for sequestering the greenhouse gases that the Cadeler Group cannot avoid emitting. Despite its efforts, there is a risk that the Cadeler Group will fail in meeting its environmental goals, for example due to failed technological advancements and failure in developing more eco-friendly vessels.

Expectations around the Cadeler Group’s management of ESG matters continue to evolve rapidly, in many instances due to factors that are out of the Cadeler Group’s control. If the Cadeler Group fails to, or is perceived to fail to, comply with or advance certain ESG initiatives (including the timeline and manner in which initiatives are completed), it may be subject to various adverse impacts, including reputational damage, allegations of “greenwashing” and potential stakeholder engagement and/or litigation, even if such initiatives are currently voluntary.

***The Cadeler Group is subject to risks related to tax, including the applicability of tonnage taxation, and to changes in tax laws***

Tax laws, regulations and treaties are highly complex and subject to interpretation. Consequently, the Cadeler Group is subject to changing tax laws, regulations and treaties in and between the countries in which it operates. Cadeler applies the tonnage tax scheme in Denmark for those vessels owned by the Cadeler Group and bareboat chartered to Cadeler, and in the United Kingdom for those vessels owned and operated by the Cadeler Group’s U.K. subsidiaries. Under both the Danish and U.K. tonnage tax schemes, ship-owners (or bareboat charters) pay a fixed amount per net ton at their disposal, rather than being taxed under a conventional corporate tax regime where a taxable income is calculated based on taxable revenue less tax-deductible expenses, depreciations and amortizations. As certain of the Cadeler Group’s vessels are registered in Cyprus and owned by subsidiaries organized in Cyprus, the Cadeler Group is also subject to tonnage taxation in Cyprus.

## [Table of Contents](#)

From time to time, the Cadeler Group's positions in respect of taxes, including tonnage taxation, may be subject to review or investigation by tax authorities in the jurisdictions in which the Cadeler Group operates. If any tax authority were to successfully challenge the Cadeler Group's operational structure, the taxable presence of Cadeler's subsidiaries in certain countries or the Cadeler Group's interpretation of applicable tax laws and regulations, or if the Cadeler Group were to lose any other material tax dispute in any country, the result could be an increase in the Cadeler Group's tax expenses and/or a higher effective tax rate. For instance, if the tax authorities in Denmark, the United Kingdom or Cyprus were to determine that income taxed under the tonnage tax regime should have been subject to corporate income tax instead, such income would be taxed at a higher rate. In addition, as Cadeler operates in various tax jurisdictions when carrying out wind farm installation projects, one or more foreign tax authorities could claim that Cadeler has a permanent establishment in such tax jurisdiction and Cadeler could, as a result, potentially be subject to taxation in such jurisdictions. The analysis of whether a permanent establishment exists depends on local interpretation of local tax rules and the impact on the Cadeler Group's taxation in Denmark depends on whether or not a double tax treaty exists between Denmark and the relevant jurisdiction. As a general principle under local Danish tax law, income attributed to a permanent establishment abroad should not be included in the taxable income (computed for Danish tax purposes) of a Danish parent company, provided that the Danish tax authorities agree that the permanent establishment exists and that the allocation of profits and costs to such permanent establishment is correct. Thus, the risk is generally limited to the difference in tax rate between Denmark and the "permanent establishment country" leading to a different tax levied on the income attributed to the permanent establishment(s), excluding penalties and interest for any late payment. However, if the income attributable to the permanent establishment is taxed under the tonnage tax scheme in Denmark, such income would likely be subject to corporate income taxation in the permanent establishment country, and as a result such income may be taxed at a higher rate and could result in a higher tax payment by the Cadeler Group. In addition, potential fines and interest for late payment of taxes may be levied for noncompliance with foreign requirements for the registration of any such permanent establishment(s).

The Cadeler Group may also be affected by changes in global tax initiatives. For instance, in October 2021, members of the OECD agreed on a two-pillar approach to reform the international tax system: the so-called Pillar One rules, which reallocate profits to the market jurisdictions where sales arise versus physical presence, and the so-called Pillar Two rules, which are designed to compel multinational corporations with EUR 750 million or more in annual revenue to pay a minimum effective corporate tax rate of 15% on income received in each jurisdiction in which they operate. The reforms aim to level the playing field between countries by discouraging them from reducing their corporate income taxes to attract foreign business investment. The principal jurisdictions in which the Cadeler Group may be exposed to additional taxation as a result of the Pillar Two rules include Denmark, the United Kingdom and Cyprus. The Cadeler Group is actively assessing the potential future impact of the Pillar Two rules on the Cadeler Group's business. The Pillar Two rules could, however, have the effect of increasing the burden and costs of the Cadeler Group's tax compliance, the amount of taxes the Cadeler Group incurs in the relevant jurisdictions and its global effective tax rate, and in turn have a material adverse impact on the Cadeler Group's business, prospects and financial results and condition.

### ***The Cadeler Group is dependent on certain certificates and approvals.***

The Cadeler Group's operations require a number of certificates and approvals from relevant authorities in which the Cadeler Group operates. See also Item 4.B "Business Overview—Impact of regulation" of this Annual Report on Form 20-F. The comprehensiveness and the procedures for obtaining such certificates and approvals may vary across countries. Such certificates and approvals may be necessary for both onshore and offshore construction and operation activities. Moreover, after having obtained such certificates and approvals, the Cadeler Group is required to comply with relevant conditions for their maintenance, and failure to do so may result in sanctions (including, for example, a prohibition on continued operations), fines and/or revocation or suspension of the certificates and approvals granted to the Cadeler Group.

The Cadeler Group can provide no assurance that all necessary certificates and approvals will be obtained and renewed as and when required. Failure to obtain, or delays in obtaining, the necessary certificates and approvals could result in termination or delay of the Cadeler Group's projects.

## [Table of Contents](#)

Classification societies have established requirements that all vessels are required to meet and which may result in substantial costs. The Cadeler Group's vessels are subject to inspections, surveys or tests, and the relevant classification society may impose "conditions of class" or "recommendations," i.e., specific measures, repairs, surveys etc. relating to any vessel and require that the owner of that vessel (i.e., the Cadeler Group) implement such recommendations either immediately, by a certain deadline or at the next (mandatory) drydocking. If any required action is not taken, the classification society may suspend or revoke the relevant vessel's classification, in which case, the vessel is not permitted to operate. The same may result if the Cadeler Group's vessels do not undergo the required surveys at regular intervals or do not make the required reporting to the classification societies. Failure to comply with classification requirements may also adversely affect insurance coverage and may result in certain vessels being denied access to, or detained in, certain ports, which may in turn have a material adverse impact on the Cadeler Group's business, prospects and financial results and condition.

***The Cadeler Group is subject to risks relating to changes in, compliance with, or failure to comply with certain domestic and international laws and regulations.***

The Cadeler Group and its business are subject to laws and regulations governing the offshore industry. Future changes in the domestic and international laws and regulations applicable to the Cadeler Group and its activities are unpredictable and are beyond the control of the Cadeler Group, and such changes could imply the need to materially alter the Cadeler Group's operations and organization and may prompt the need to apply for permits, which could in turn have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition. See also "—The Cadeler Group is dependent on certain certificates and approvals" and Item 4.B "Business Overview—Impact of regulation" of this Annual Report on Form 20-F.

Any change in or introduction of new regulations may increase the costs of operations, which could have an adverse effect on the Cadeler Group's profitability. For example, changes in regulations on fuel for vessels could materially affect the Cadeler Group's cost base. As a result of an International Maritime Organization ("IMO") regulation which entered into force on January 1, 2020, the shipping industry has been exposed to a shift from heavy fuel oil to low sulphur fuels or alternatively installing so-called scrubbers on vessels, with either alternative resulting in additional costs to shipping companies. In addition, on July 14, 2021, the European Commission formally proposed its plan to gradually include the maritime sector in the EU Emissions Trading System ("EU ETS") from 2024 by phasing the sector into the EU ETS requirements over a three-year period. This will require shipowners to buy permits to cover greenhouse gas emissions and is expected to affect Cadeler's vessels from 2027 onwards. The European Commission's plan will permit vessel owners to pass the costs of compliance with the EU ETS onto charterers for vessel emissions during on-hire periods. If Cadeler is unable to pass on these additional costs to its customers during on-hire periods, this could have a material adverse effect on the Cadeler Group's financial position. During off-hire periods, Cadeler will need to develop a strategy for purchasing EU ETS allocations at favorable rates. If Cadeler is unable to obtain favorable rates or if Cadeler is unable to implement adequate processes to manage the purchasing and surrendering of EU ETS allocations, it could be exposed to financial penalties or operational restrictions which may in turn have a material adverse impact on the Cadeler Group's business, prospects and financial results and condition.

If any of the Cadeler Group's vessels does not comply with the extensive regulations applicable from time to time, the Cadeler Group may be unable to continue such vessel's operations without costly and time-consuming retrofits, and/or the Cadeler Group could be in non-compliance with applicable rules and regulations. See also "—The Cadeler Group is dependent on certain certificates and approvals."

***Labor disruptions could materially adversely affect the Cadeler Group's business and operations.***

The seafarers operating the O-Class Vessels and P-Class Vessels belong to unions, and the Cadeler Group has collective bargaining agreements with Metal Maritime, Maskinmestrenes Forening and Dansk EL-forbund that govern the employment of the seafarers serving on those vessels. In addition, the Cadeler Group has agreements with the Japanese Seamen's Union (JSU) with respect to certain of the seafarers on the Wind Zaratan, and with the International Transport Workers' Federation (ITF) with respect to certain of the seafarers on the Wind Scylla. The terms of these agreements generally govern the wages paid to the crew, minimum living conditions onboard the vessels, as well as other benefits and conditions of the seafarers' employment. The collective bargaining agreements relating to the Cadeler Group's Danish-flagged are subject to customary renegotiation in 2025, and the Cadeler Group may also become subject to additional agreements in the future including with respect to the S-Class Vessel for which an agreement is in the process of being negotiated. While management believes that the Cadeler Group's relationships with the Metal Maritime and other trade unions are good, if the Cadeler Group's relations with its seafarers, the Metal Maritime or other trade unions deteriorate, or if the Cadeler Group's employees or the relevant unions decide to strike or stop work for any other reason, the Cadeler Group may be unable to operate its vessels, which could result in loss of revenues, increased costs and decreased cash flows. Further, the Cadeler Group's collective bargaining agreements govern the wages paid by the Cadeler Group to certain of its seafaring employees, and there can be no assurance that future renegotiations will lead to wage levels acceptable to the Cadeler Group. Any labor disruptions or significant increase in wages could harm the Cadeler Group's operations and could have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition.

***Changes in interest rates will continue to affect the Cadeler Group's business and results.***

On November 15, 2023, Cadeler entered into an unsecured term loan facility in an aggregate amount of EUR 50 million (for a 5 year tenor) with a noncommitted accordion option of up to EUR 50 million (the "Holdco Facility"). On March 7, 2024, the Holdco Facility was increased from EUR 50 million to EUR 80 million. On August 26, 2024, the Cadeler Group further increased the capacity available to it under the Holdco Facility, with the lender commitments thereunder increased by EUR 45 million, bringing the total capacity available to the Cadeler Group thereunder to EUR 125 million.

On December 7, 2023 Cadeler entered into a facilities agreement for Senior Secured Green Credit and Guarantee Facilities of up to EUR 550 million (the "Green Corporate Facility"). The Green Corporate Facility initially comprised two committed revolving credit facilities (RCF-A and RCF-B) of EUR 250 million and EUR 100 million, available until December 19, 2028 and June 19, 2025, respectively, a EUR 100 committed term loan available until 19 June 2032, and an uncommitted guarantee line of EUR 100 million, available until 19 December 2028. On August 6, 2024, the Cadeler Group achieved the extension of the RCF-B facility under its Green Corporate Facility to June 19, 2026 and the increase of the uncommitted guarantee line thereunder from EUR 100 million to EUR 200 million. Total drawings within the Green Corporate Facility are limited to a maximum of EUR 450 million until the maturity of the RCF-B facility and thereafter a maximum of EUR 350 million for the remaining term of the Green Corporate Facility.

In addition, Cadeler has entered into the P-Class Facility, the M Class Facility and the A-Class Facility. See "—The ordering, construction and delivery of new build vessels and upgrades to existing vessels is subject to various risks and uncertainties, including forward-looking assessments which could turn out to be incorrect, and requires substantial financing which may not be available at favorable terms or at all."

In August 2024, the Company requested the utilization of EUR 210 million under the P-Class Facility to finance the final instalment for the delivery of the first P-Class Vessel in the same month, and in March 2025, the Company requested the utilization of EUR 211 million under the P-Class Facility to finance the final instalment for the second P-Class Vessel, which is expected to be delivered imminently.

In January 2025, the Company requested the utilization of EUR 212 million under the M-Class Facility to finance the final instalment for the delivery of the first M-Class Vessel in the same month.

The Cadeler Group's performance is affected by changes in interest rates. Benchmark overnight interest rates decreased in 2024, and forward rates suggest that interest rates will continue to decline in 2025. Stable interest rates support more predictable income flow and less volatility in asset and liability valuations, although persistently low and negative interest rates may adversely affect the Cadeler Group.

[Table of Contents](#)

Cadeler's business results are also exposed to potential negative impacts due to changes in inflation, currency exchange rates, changes in usage of the U.S. dollar in global trade, and other local or regional market conditions. In addition to direct potential impacts on Cadeler's costs and revenues, market factors such as rates of inflation may indirectly impact Cadeler's results to the extent such factors reduce general rates of economic growth and increase the cost of capital for capital-intensive development projects, such as offshore wind farms, reducing the attractiveness of such projects and thereby the demand for the Cadeler Group's services. Market factors may also result in losses from the derivatives and other instruments the Cadeler Group uses to hedge the interest rate risk associated with Cadeler's financing arrangements. The Cadeler Group's policy is to hedge 50% of such interest rate risk.

Any of the above may could have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition.

**Risks Related to the Business Combination**

In December 2023, Cadeler completed its business combination with Eneti Inc., a registered company incorporated under the laws of the Republic of the Marshall Islands ("Eneti" and, together with its subsidiaries, the "Eneti Group") (the "Business Combination"). Set out below is a summary of certain risk factors related to the Business Combination.

***Cadeler may fail to realize all of the anticipated benefits of the Business Combination, or these benefits may take longer to realize than expected.***

Cadeler believes that there are significant benefits as well as cost and revenue synergies that may be realized through leveraging the flexibility and size of the combined fleet, scale, respective capabilities and deep industry relationships of each of Cadeler and Eneti. In June 2023, when Cadeler and Eneti announced their agreement to enter into the Business Combination, the members of the board of directors of Cadeler (the "Cadeler Board") estimated that the Business Combination would create synergies of at least EUR 106 million per year, comprising EUR 55 million in cost and operational synergies and EUR 51 million in utilization synergies. The foregoing cost and operational synergies estimate of EUR 55 million included approximately EUR 37 million in estimated operational synergies, based on assumptions made by the management of Cadeler that the combined company would be able to cross-utilize mission equipment, sea fastenings and toolings, and would benefit from increased efficiency in procurement and associated operational expenditures, and approximately EUR 18 million in estimated corporate and financing synergies, based on assumptions made by the management of Cadeler that the combined company would benefit from reduced management headcount, reduced corporate costs and an optimized hiring plan as a result of the consolidation of the combined company's onshore operations, and improved financing terms in light of the combined company's greater scale and negotiating leverage. The foregoing utilization synergies estimate of EUR 51 million was based on assumptions made by the management of Cadeler that the combined company would benefit from optimized fleet utilization, reduced mobilization and demobilization times, and accelerated overall project timeframes. While it is the assessment of Cadeler's management that the combined Cadeler Group remains on track to realize remaining synergies anticipated by the Cadeler Board upon the delivery of the remaining M-Class New Build (having already achieved at least EUR 30 million in cost and operational synergies, principally as a result of reduced management headcount and an optimized hiring plan as well as improved terms on the M-Class Facility) there is no assurance that such synergies will be realized in full.

Cadeler believes that the Business Combination will result in a number of operational benefits, such as increased redundancy and improved ability to meet customer demand for larger scopes and project sizes. However, the efforts to realize these benefits and synergies will be a complex process and may disrupt the Cadeler Group's operations if not implemented in a timely and efficient manner. Failure to achieve the anticipated benefits of the Business Combination could adversely affect the Cadeler Group's results of operations or cash flows, decrease or delay any accretive effect of the Business Combination and negatively impact the price of Cadeler Shares and Cadeler ADSs.

Cadeler and Eneti incurred substantial expenses in connection with, and as a result of, completing the Business Combination, and following the completion of the Business Combination, Cadeler has incurred and expects to continue to incur additional expenses in connection with combining the businesses and operations of Cadeler and Eneti. Factors beyond Cadeler's control could affect the total amount or timing of these expenses, many of which, by their nature, are difficult to estimate accurately and some of which are the result of actions taken by Eneti prior to the completion of the Business Combination.



## [Table of Contents](#)

In addition, Cadeler has been and is currently required to devote significant attention and resources to successfully align the business practices and operations of Cadeler and Eneti after the completion of the Business Combination. Cadeler may not achieve the expected benefits of the Business Combination as rapidly or to the extent anticipated, Eneti's business may not perform as anticipated following the Business Combination, or the effect of the Business Combination on the Cadeler Group's financial results may not meet the expectations of Cadeler's management, financial analysts or investors. This ongoing process may disrupt the Cadeler Group's business and, if ineffective, would limit the anticipated benefits of the Business Combination and/or negatively impact the price of the Cadeler Shares and/or Cadeler ADSs. See also "—Integration involves numerous challenges that may be more time-consuming and costly than expected."

***Integration involves numerous challenges that may be more time-consuming and costly than expected.***

The Cadeler Group's success after the Business Combination will depend, in part, upon Cadeler's ability to integrate Eneti without disruption to its existing business. The integration process is complex and has required and continues to require the coordinated efforts of Cadeler's and retained Eneti's management teams and employees. This process is ongoing, based on detailed plans created by Cadeler to seek to ensure a smooth and efficient integration of Eneti's and Cadeler's operations. Integration may take longer than expected, may prove more difficult than currently anticipated or unanticipated difficulties may arise, thereby posing a risk to the Cadeler Group's profitability.

A significant amount of the Cadeler Group's management's time has been and will be required to achieve the integration of Cadeler's and Eneti's businesses, and this may affect or impair the ability of the management team to run the business of the combined company effectively. Cadeler has a relatively small management team and organization, which could further exacerbate this risk. The foregoing could have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition.

***Cadeler became subject to the reporting requirements of the U.S. Exchange Act in connection with the Business Combination and it needs to devote substantial time and resources to complying with public company regulations. There can be no assurance that the Cadeler Group's internal control over financial reporting will remain effective.***

Following the completion of the Business Combination, Cadeler became a foreign private issuer and subject to SEC reporting requirements and regulations. As such, and particularly after December 31, 2024 given that Cadeler no longer qualifies as an emerging growth company, Cadeler expects to incur significant legal, accounting, and other expenses that Cadeler did not incur previously, including costs associated with its SEC reporting requirements under the U.S. Securities Exchange Act of 1934, as amended (the "U.S. Exchange Act") and compliance with the requirements of Section 404 of the Sarbanes-Oxley Act. The Sarbanes-Oxley Act requires, among other things, that Cadeler maintains and periodically evaluates its internal control over financial reporting and disclosure controls and procedures. In particular, Cadeler needs to perform system and process evaluation and testing of internal control over financial reporting to allow management and its independent registered public accounting firm to report on the effectiveness of its internal control over financial reporting, as required by the rules and regulations of the SEC regarding Section 404 of the Sarbanes-Oxley Act. Failure to remediate material weaknesses in the Cadeler Group's internal control over financial reporting may result in Cadeler being unable to prevent or detect misstatements on a timely basis and its financial statements may be materially misstated. Cadeler needs to evaluate areas such as corporate governance, corporate control, internal audit, disclosure controls and procedures and financial reporting and accounting systems. However, these and other measures may not be sufficient to allow Cadeler to remain compliant with its obligations as a public company on a timely and reliable basis. See also "—Risks Related to the Cadeler Group's Business—If the Cadeler Group fails to maintain an effective system of internal control over financial reporting, it may not be able to accurately report financial results in a timely manner or prevent fraud, which may adversely affect its business and the market price of the Cadeler ADSs and Cadeler Shares."

In addition, Cadeler has spent and will spend additional resources and incur additional costs associated with operating as a public company in both Norway and the United States, and maintaining listings on both the Oslo Stock Exchange (the "OSE") and the New York Stock Exchange (the "NYSE").

Cadeler's senior management and other personnel need to devote a substantial amount of time to comply with these requirements. Moreover, these rules and regulations increase Cadeler's legal and financial compliance costs and make some activities more time-consuming and costly. For example, Cadeler expects that these rules and regulations may make it more expensive for the combined company to obtain director and officer liability insurance, which in turn could make it more difficult for the combined company to attract and retain qualified senior management personnel or directors. In addition, these rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

#### **Risks Related to the Cadeler Shares and Cadeler ADSs**

***Future issuances of new Cadeler Shares or other securities in Cadeler may dilute the holdings of Cadeler Shareholders and could materially affect the price of the Cadeler ADSs and the Cadeler Shares.***

Future issuances of new Cadeler Shares or other securities in Cadeler may dilute the holdings of Cadeler Shareholders and could materially and adversely affect the price of the Cadeler ADSs and the Cadeler Shares. Cadeler may in the future issue additional Cadeler Shares or securities convertible into Cadeler Shares through directed offerings without pre-emptive rights for existing holders of Cadeler Shares and Cadeler ADSs. For example, Cadeler has carried out four equity capital raises without pre-emptive rights since its listing on the OSE in November 2020, raising gross proceeds in aggregate of approximately EUR 546.8 million, to finance in part the ordering of its New Builds. It is possible that Cadeler may decide to offer additional Cadeler Shares or other securities in Cadeler in order to finance instalments on its already ordered New Builds, in connection with new capital investments in the future, unanticipated liabilities and expenses, future acquisitions, any share incentive or share option plan, or for any other purposes. Any such offer could reduce the proportionate ownership and voting interests of holders of Cadeler Shares and Cadeler ADSs as well as the earnings per share and the net asset value per share, and any such offering by Cadeler could also have a material adverse effect on the market price of Cadeler Shares and Cadeler ADSs.

The Cadeler Group currently has orders in place for five New Builds, which will require significant funding for further instalments. Such funding is not currently in place and, if Cadeler is unable to achieve sufficient debt financing on attractive terms, it may need to raise such funding through capital markets transactions including one or more equity offerings, which may lead to dilution of ownership of existing shareholders of Cadeler and/or decrease in share price.

***The market value of Cadeler ADSs and Cadeler Shares and dividends are subject to exchange risk.***

The Cadeler Shares have a nominal value in DKK, while priced in NOK when listed and traded on the OSE. In addition, Cadeler ADSs are listed and admitted to trading, and the Cadeler Shares underlying such Cadeler ADSs are listed (but not admitted to trading), on the NYSE, where they are priced in USD. Any future payments of dividends on the Cadeler Shares listed on the OSE and the NYSE is expected to be paid in NOK and/or USD, respectively. Additionally, the Cadeler Group prepares its financial statements in EUR, which is also the functional currency of the Cadeler Group, and a majority of Cadeler's contractual obligations are either in EUR or USD, including the remaining payments for the orders of the New Builds. Income is primarily invoiced in EUR, as are most costs, or in DKK, which is pegged to the EUR. Accordingly, transactions in a currency other than the EUR are translated into EUR using the exchange rates at the dates of the transactions and the Cadeler Group's revenue, costs and results may increase or decrease compared to prior periods as a result of changes in foreign currency exchange rates. As a result of these factors, investors are subject to adverse movements in NOK, DKK, EUR and USD against the respective other currencies, and the dividends paid on the Cadeler Shares or price received in connection with the sale of such Cadeler Shares could be materially adversely affected by such exchange rate movements.

***Holders of Cadeler ADSs may not be able to exercise voting rights or receive distributions as readily as holders of Cadeler Shares.***

Holders of Cadeler ADSs who would like to vote their underlying Cadeler Shares at general meetings of Cadeler Shareholders must timely instruct the Depository on how to vote these underlying Cadeler Shares in advance of such meeting to enable the Depository to submit the votes ahead of the deadline set out in Cadeler's notice for the meeting. Neither Cadeler nor the Depository can guarantee that holders of Cadeler ADSs will receive the notice for any general meeting or any voting materials provided by Cadeler or the Depository in time to ensure that you are able to instruct the Depository to vote the Cadeler Shares underlying their Cadeler ADSs. Furthermore, the Depository and its agents are not responsible for failure to carry out voting instructions or for the manner of carrying out voting instructions. Therefore, there is a risk that the vote of holders of Cadeler ADSs may not be carried out in the manner intended and, in such instance, there would be no recourse available to them. Holders of Cadeler ADSs also may not receive the distributions that Cadeler makes on the Cadeler Shares or any value for them if it is illegal or impracticable for the Depository to make them available to them.

***The Deposit Agreement includes a jury trial waiver provision and a forum selection provision, as a result of which holders of Cadeler ADSs may not be entitled to a jury trial or to bring a claim in a judicial forum they find favorable with respect to claims arising under the Deposit Agreement, each of which could result in less favorable results to the plaintiff(s) in any such action.***

On December 19, 2023 Cadeler, JPMorgan Chase Bank, N.A., in its capacity as depository (the "Depository") and all holders and beneficial owners from time to time of ADRs issued thereunder, entered into a deposit agreement (the "Deposit Agreement"). The Deposit Agreement governing the Cadeler ADSs provides that holders and beneficial owners of Cadeler ADSs, including those who acquire Cadeler ADSs in the secondary market, irrevocably waive the right to a trial by jury in any legal proceeding arising out of or relating to the Deposit Agreement or the Cadeler ADSs, including claims under U.S. federal securities laws, against Cadeler or the Depository to the fullest extent permitted by applicable law. If this jury trial waiver provision is prohibited by applicable law, an action could nevertheless proceed under the terms of the Deposit Agreement with a jury trial. To Cadeler's knowledge, the enforceability of a jury trial waiver under the U.S. federal securities laws has not been finally adjudicated by a federal court, and holders of the Cadeler ADSs are not able to waive Cadeler's or the Depository's compliance with U.S. federal securities laws or the rules and regulations promulgated thereunder.

In addition, the Deposit Agreement governing the Cadeler ADSs provides that by holding or owning Cadeler ADSs or an interest therein, holders and beneficial owners of Cadeler ADSs irrevocably agree that any legal suit, action or proceeding against or involving the Depository and/or Cadeler brought by holders or beneficial owners, arising out of or based upon the Deposit Agreement, the Cadeler ADSs, the ADRs or the transactions contemplated herein, therein, hereby or thereby, including, without limitation, claims under the U.S. Securities Act, may be instituted only in the United States District Court for the Southern District of New York (or in the state courts of New York County in New York if either (i) the United States District Court for the Southern District of New York lacks subject matter jurisdiction over a particular dispute or (ii) the designation of the United States District Court for the Southern District of New York as the exclusive forum for any particular dispute is, or becomes, invalid, illegal or unenforceable). Any person or entity purchasing or otherwise acquiring any Cadeler ADSs, whether by transfer, sale, operation of law or otherwise, shall be deemed to have notice of and have irrevocably agreed and consented to this choice of forum provision. This forum selection provision seeks to reduce litigation costs and increase outcome predictability. While forum selection provisions have been upheld by courts in certain states, it is possible that in connection with any action a court could find the forum selection provision to be inapplicable or unenforceable in such action. If a court were to find the forum selection provision inapplicable to, or unenforceable in respect of, one or more actions or proceedings, a holder or beneficial owner of Cadeler ADSs may incur additional costs associated with resolving such action in other jurisdictions and may not obtain the benefits of limiting jurisdiction to the courts selected. To the extent that such claims may be based upon federal law claims, Section 27 of the U.S. Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the U.S. Exchange Act or the rules and regulation thereunder. Furthermore, Section 22 of the U.S. Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Actions by beneficial owners and holders of Cadeler ADSs to enforce any duty of liability created by the U.S. Exchange Act, the U.S. Securities Act or the respective rules and regulations thereunder must be brought in the U.S. District Court for the Southern District of New York. Holders of Cadeler ADSs will not be deemed to have waived Cadeler's compliance with the federal securities laws and regulations promulgated thereunder.

[Table of Contents](#)

The jury trial waiver provision and the forum selection provision of the Deposit Agreement can discourage claims or limit the ability of holders of Cadeler ADSs to bring a claim in a judicial forum that they find favorable. In addition, there may be imbalances of resources between Cadeler and the Depository and holder(s), including in regard to access to information. If any holder or beneficial owner of Cadeler ADSs brings a claim against Cadeler or the Depository in connection with matters arising under the Deposit Agreement or the Cadeler ADSs, such holder or beneficial owner may not be entitled to a jury trial with respect to such claims. If a lawsuit is brought against Cadeler and/or the Depository under the Deposit Agreement, it may be heard only by a judge or justice of the applicable trial court, which would be conducted according to different civil procedures and may result in increasing costs of bringing a claim. A case that is only heard by a judge or justice of the applicable trial court may result in different outcomes than a trial heard by jury would have, including results that could be less favorable to the plaintiff(s) in any such action, depending on, among other things, the nature of the claims, the judge or justice hearing such claims, and the venue of the hearing.

No condition, stipulation or provision of the Deposit Agreement or Cadeler ADSs serves as a waiver by any holder or beneficial owner of Cadeler ADSs or by Cadeler or the Depository of compliance with any provision of the U.S. federal securities laws.

***Cadeler's largest shareholders have significant voting power and the ability to influence matters requiring shareholder approval. Sales of substantial amounts of Cadeler Shares by Cadeler's largest shareholders could reduce the price of Cadeler Shares.***

Based on information provided in connection with their latest notifications to Cadeler, BW Altor Pte. Ltd. ("BW Altor") has an ownership interest in Cadeler of approximately 19.95% and Scorpio Holdings Limited ("Scorpio Holdings") has an ownership interest of approximately 12.09%. Accordingly, each of BW Altor and Scorpio Holdings may have the ability to influence matters that require approval by a majority of shareholders at a general meeting, including the appointment of directors and payment of dividends, and exercise of significant influence in matters where a majority or special majority is required, including mergers and other extraordinary transactions, as well as amendments of the combined company's organizational documents and alterations of its capital structure, including authorizing the issue of new shares or share buybacks of existing shares. The interests of each of BW Altor and Scorpio Holdings may differ significantly from or compete with Cadeler's interests or those of other Cadeler Shareholders, and it is possible that each of BW Altor and Scorpio Holdings may exercise significant influence or control over the Cadeler in a manner that is not in the best interests of all Cadeler Shareholders or with which other investors may not agree. This concentration of ownership and voting power could delay, postpone or prevent a change of control in Cadeler, impede mergers, consolidation, takeover or other forms of combinations involving Cadeler, or discourage a potential acquirer from attempting to obtain control of Cadeler.

In addition, if any of Cadeler's largest shareholders sell substantial amounts of their shareholdings in the public market or if there is a perception in the market that such substantial sales may occur in the future, the market price of the Cadeler Shares could fall. The occurrence of such substantial sales or the perception that substantial sales of Cadeler Shares may occur in the future could put downward pressure on the market price of Cadeler Shares and may make it more difficult for Cadeler to raise additional financing through the sale of equity or equity related securities in the future at a time and price that Cadeler deems reasonable or appropriate.

***If insolvency proceedings are commenced against Cadeler resulting in a liquidation, the Cadeler Shareholders may only be entitled to receive a liquidation dividend from Cadeler to the extent that all of Cadeler's liabilities have been paid to creditors in full.***

Any insolvency proceedings with respect to Cadeler will be subject to the insolvency laws applicable to Danish limited liability companies as set out in the Danish Act no. 1600 of December 25, 2022 on bankruptcy or other applicable laws. If insolvency proceedings are commenced against Cadeler resulting in a liquidation, Cadeler Shareholders may only be entitled to receive a liquidation dividend from Cadeler to the extent that all of Cadeler's liabilities have been paid to creditors in full. If the liquidation of Cadeler's assets does not generate sufficient proceeds for the bankruptcy estate to pay any liquidation dividend to Cadeler's shareholders, any equity investment in Cadeler may be lost.

***There can be no assurances that Cadeler will not be a passive foreign investment company (a “PFIC”) for any taxable year, which would generally result in adverse U.S. federal income tax consequences to U.S. investors in Cadeler ADSs or Cadeler Shares.***

In general, a non-U.S. corporation is a PFIC for any taxable year in which (i) 75% or more of its gross income consists of passive income or (ii) 50% or more of the value of its assets (generally determined on a quarterly average basis) consists of assets that produce, or are held for the production of, passive income. For the purposes of the above calculations, a non-U.S. corporation that owns, directly or indirectly, at least 25% by value of the stock of another corporation is treated as if it held its proportionate share of the assets of the other corporation and received directly its proportionate share of the income of the other corporation. Passive income generally includes dividends, interest, investment gains and certain rents and royalties, but does not include income received as compensation for services. Cash and cash equivalents are generally treated as passive assets. Goodwill and other intangible assets are generally treated as active assets to the extent associated with activities that generate non-passive income.

Cadeler’s gross income consists primarily of gross income from time charter hire services contracts with customers where the Cadeler Group utilizes its vessels, equipment and crew to deliver a service to the customer based on either a fixed day rate or milestone deliverables. Customers cannot charter a vessel from the Cadeler Group without also receiving the relevant wind turbine installation, engineering or maintenance services from the vessel’s crew. While the treatment of the gross income from time charter hire services for purposes of the PFIC rules is unclear, Cadeler intends to take the position that such income is non-passive income from services (rather than rental income). This position is based on general U.S. federal income tax law principles and court decisions that distinguish between income from services and rental income for other tax purposes. However, there is a court decision that characterized time charter income as rental income, rather than income from services, for another (not PFIC) tax purpose. Although the IRS indicated that it disagreed with that court decision, and although the facts of the court case may be different from Cadeler’s business model, there is no assurance that the IRS or a court will not treat Cadeler’s gross income from time charter hire services contracts as rental income, in which case the income (and the assets that produce it) may be treated as passive, unless the income is treated as derived in an active conduct of a trade or business under relevant Treasury regulations.

Assuming that Cadeler’s gross income from time charter hire services contracts with customers is not passive income, Cadeler does not believe it was a PFIC for 2024. However, Cadeler’s PFIC status for any taxable year is an annual factual determination that can be made only after the end of that year, and will depend, among other things, on the composition and character of its income and assets and the value of its assets from time to time (including the value of its goodwill and other intangible assets, which may be determined, in part, by reference to its market capitalization, which could be volatile). Accordingly, there can be no assurance that Cadeler will not be a PFIC for any taxable year. If Cadeler is a PFIC for any taxable year during which a U.S. investor owns Cadeler ADSs or Cadeler Shares, the U.S. investor will generally be subject to adverse U.S. federal income tax consequences, including increased taxes on gains and certain distributions as well as reporting requirements. See also Item 10.E. “Taxation—Material U.S. Federal Income Tax Considerations—Passive foreign investment company rules.”

*Some or all of the Cadeler Group’s non-U.S. subsidiaries are expected to be treated as “controlled foreign corporations” for U.S. federal income tax purposes, and, as a result, there could be adverse U.S. federal income tax consequences to U.S. investors that own 10% or more, directly, indirectly or constructively, of Cadeler ADSs or Cadeler Shares.*

Certain “United States Shareholders” (as defined below) of a non-U.S. corporation that is a “controlled foreign corporation” (a “CFC”) for U.S. federal income tax purposes generally are required to include in income for U.S. federal income tax purposes their pro rata share of the CFC’s “Subpart F income,” investments of earnings in U.S. property, and “global intangible low-taxed income” (“GILTI”), even if the CFC has made no distributions to its shareholders. A non-U.S. corporation generally will be a CFC for U.S. federal income tax purposes if United States Shareholders own, directly, indirectly or constructively (through attribution), more than 50% of either the total combined voting power of all classes of stock of such corporation entitled to vote or of the total value of the stock of such corporation. A “United States Shareholder” is a United States person (as defined by the Code) that owns directly or indirectly, or is considered to own constructively, 10% or more of the total combined voting power of all classes of stock entitled to vote of such corporation or 10% or more of the total value of the stock of such corporation. Cadeler is not expected to be a CFC. However, under certain attribution rules, some or all of the Cadeler Group’s non-U.S. subsidiaries are expected to be treated as CFCs by virtue of being constructively owned by the Cadeler Group’s U.S. subsidiary. As a result, any U.S. investor that is a United States Shareholder with respect to the Cadeler Group’s non-U.S. subsidiaries and that directly or indirectly owns Cadeler ADSs or Cadeler Shares generally will be required to include in income, for U.S. federal income tax purposes, its pro rata share of such subsidiaries’ Subpart F Income, investments of earnings in U.S. property and GILTI. None of Cadeler or any of the Cadeler Group’s subsidiaries intends to take these U.S. tax rules into consideration in structuring its operations, nor does it intend to provide information to United States Shareholders that may be required in order for those shareholders to properly report their U.S. taxable income with respect to Cadeler’s operations. U.S. investors that are or may become United States Shareholders with respect to Cadeler’s non-U.S. subsidiaries should consult their tax advisers with respect to the potential adverse U.S. federal income tax consequences under these rules of being a United States Shareholder with respect to such subsidiaries.

#### **Item 4. Information on the Company**

##### **A. History and development of the company**

Cadeler A/S was incorporated under the laws of Denmark on January 15, 2008 and has, from its incorporation, operated solely in the market for offshore wind. The Cadeler Group is headquartered in Copenhagen, Denmark and currently operates six offshore jack-up wind turbine installation vessels, with five new builds on order. In addition to the transportation and installation of offshore wind turbine generators (“WTGs”) and foundations, the Cadeler Group provides operations and maintenance, accommodation, meteorological mast installation and removal and decommissioning services in the offshore wind industry.

The Cadeler Shares are listed on the OSE (ticker: CADLR), where they have been listed since November 2020. The Cadeler ADSs are listed on the NYSE (ticker: CDLR), where they have been listed since December 2023. Each Cadeler ADS represents four (4) Cadeler Shares.

Legal name:	Cadeler A/S
Commercial name:	Cadeler
Date of incorporation:	January 15, 2008
Legal form of the Company:	A Danish public limited liability company
Legislation under which the Company operates:	Danish law
Country of incorporation:	Denmark
Address:	Kalvebod Brygge 43, DK-1560 Copenhagen, Denmark
Telephone Number:	+45 3246 3100

##### ***Important events in 2024 and 2025 to date***

Reference is made to the sections titled “Business Review” and “Cadeler Milestones” on pages 9-11 of the Annual Report 2024 for information on important events in 2024 and 2025 to date.

[Table of Contents](#)

***Capital expenditure***

For capital expenditure since the beginning of 2022 (including current capital expenditures and methods of financing), reference is made to the section titled “Finance Review” on pages 14-20 of the Annual Report 2024.

No significant divestments took place in the period 2022-2024.

***Public takeover offers in respect of the Cadeler Shares***

No such offers occurred during 2024 or have occurred in 2025 to date.

***Available information***

The SEC maintains a website at [www.sec.gov](http://www.sec.gov) which contains, in electronic form, each of the reports and other information that Cadeler has filed electronically with the SEC. Cadeler’s website address is [www.cadeler.com](http://www.cadeler.com). The information contained on, or accessible through, the website is not incorporated by reference herein, and any information contained in, or that can be accessed through, the website should not be considered as part hereof. The website address has been included as an inactive textual reference only.

**B. Business overview**

***Description of Company’s operations and principal markets***

The Cadeler Group is a leading offshore wind farm vessel contractor. The Cadeler Group is headquartered in Copenhagen, Denmark and currently operates six offshore jack-up wind farm installation vessels, with five new builds on order. The Cadeler Group operates within the market for the transportation and installation of offshore WTGs and foundations. In addition to wind farm installation, the Cadeler Group’s vessels can perform maintenance, decommissioning, and other general construction tasks within the offshore industry.

Management believes that there is strong underlying demand for installation services in offshore wind and, with relevant vessel supply expected to be limited, that there are good employment prospects for the Cadeler Group’s vessels, which are optimized for transportation and installation of offshore wind foundations and WTGs.

The Cadeler Group currently has two O-Class Vessels (Wind Orca and Wind Osprey), one S-Class Vessel (Wind Scylla), one Z-Class Vessel (Wind Zaratan), one P-Class Vessel (Wind Peak) and one M-Class Vessel (Wind Maker). The Cadeler Group has placed orders for one additional P-Class New Build (Wind Pace), one M-Class New Build (to be named Wind Mover) and three A-Class New Builds (to be named Wind Ace, Wind Ally and Wind Apex). The Cadeler Group expects to take delivery of the P-Class New Build imminently and the M-Class New Build in the fourth quarter of 2025, while the three A-Class New Builds on order are currently expected to be delivered in the second half of 2025, third quarter of 2026 and first half of 2027, respectively. Cadeler refers to its next-generation WTG-installation vessels as P-Class vessels, to the similar next-generation WTG-installation vessels previously commissioned by Eneti as M-Class vessels, and to its vessels specifically intended to be used for the installation of WTG foundations as A-Class vessels. In addition to wind farm installation, each of the Cadeler Group’s vessels are capable of performing maintenance and other tasks. Crane upgrades of the O-Class Vessels were completed during the second quarter of 2024, ensuring that the O-Class Vessels are capable of handling the next generation of offshore wind turbines.

The Cadeler Group’s customer base consists of offshore wind farm developers, original equipment manufacturers and various offshore contractors. As of December 31, 2024, the Cadeler Group had completed approximately 36 offshore projects since 2012 and management believes that the Cadeler Group is well positioned in its current market, including in light of its contracts with “blue-chip” customers such as Siemens Gamesa Renewable Energy, Ørsted, Vestas, Vattenfall and ScottishPower Renewables. In the years ended December 31, 2024, 2023 and 2022, the Cadeler Group worked on projects in the United Kingdom, the United States, Germany, Taiwan, France and the Netherlands.

### ***Segment information***

The Group's management does not segment its operations or otherwise make operating decisions based solely on customer type, type of service or geographical segments. The Group operates six wind farm installation vessels, all of which are viewed as operating within one segment and each of which can, subject to applicable technical and regulatory restrictions, operate in any geographical area. Accordingly, the Cadeler Group has only one operating segment.

### ***Seasonality***

The market for wind farm installation vessels has historically exhibited seasonal variations in demand and boom-bust cycles and, as a result, variable charter hire rates. This seasonality may result in quarter-to-quarter volatility in the Cadeler Group's operating results. The market is typically stronger in the spring and summer months when weather conditions are more favorable for offshore construction activities. As a result, the revenues of European operators of wind farm installation vessels in general have historically been weaker during the fiscal quarters ended December 31 and March 31, and, conversely, been stronger in fiscal quarters ended June 30 and September 30. Due to global expansion, these trends may vary according to continental seasonality. This seasonality may materially affect operating results.

### ***Patents***

The Cadeler Group has trademark rights to the Cadeler name, logo and domain, but is not otherwise materially dependent on any patents, trademarks, licenses or new manufacturing processes.

### ***Impact of regulation***

Reference is made to the section titled "Regulatory," on pages 28-32 of the Annual Report 2024 for information on the impact of regulation.

### ***Market and competition***

The Cadeler Group operates within the offshore wind farm transportation and installation vessel market, which constitutes a part of the global wind energy industry. The fundamental driver of the wind energy installation activity is energy companies' investments in developing and installing renewable energy capacity. At the heart of these investment decisions are the decarbonization of the energy sector and the reduction of carbon emissions to limit climate change and achieve a more sustainable energy mix globally.

The engineering challenges presented by the transportation and installation of turbines at sea have resulted in the development of specialist equipment and innovative construction techniques. The wind turbine itself is constructed on shore in sections. The sections split the structure into main components which include: the substructure, tower sections, nacelle, hub and blades. These components are assembled at sea by the wind farm installation vessels always attempting to do this in the fewest possible lifts.

Key competitive parameters for wind farm transportation and installation vessels include, among other things:

- *Lifting height capacity above sea level:* for the next generation of turbines, it is expected that the hub heights may reach 160 – 180 meters;
- *Lifting heights above main deck:* for the next generation turbines, it is anticipated that towers may be 125 – 150 meters high;
- *Large deck space and variable load capacity:* in order to be able to transport large and heavy foundations and also nacelles of up to 1200 tons per unit and blades with lengths exceeding 120m; and
- *Crane capacity:* if targeting installation of heavy foundations/substructures or focusing on next generation wind turbine jacket foundations, the crane capacity is a key parameter due to the overturning moment capacity required.



## [Table of Contents](#)

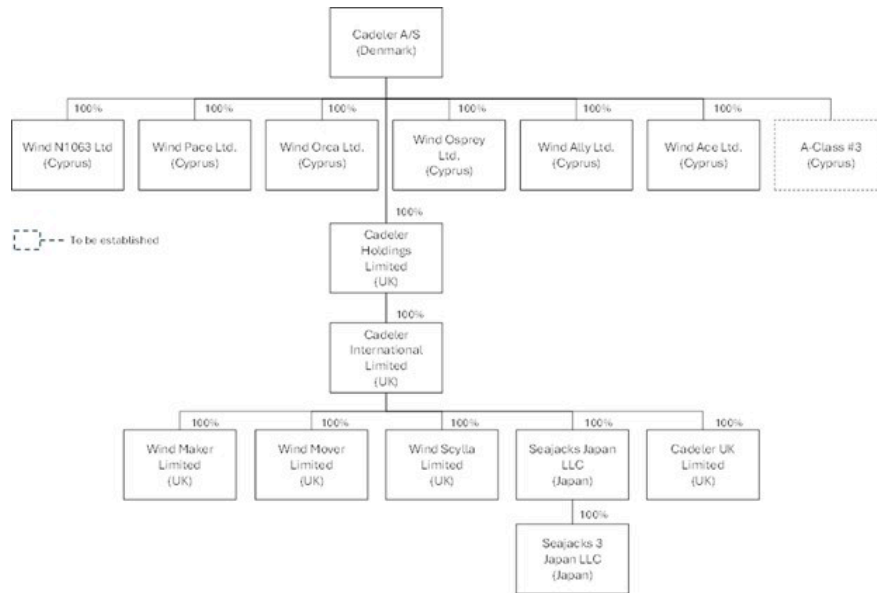
Growth and demand within the offshore wind farm transportation and installation vessel market are affected by, among others, the following factors:

- Energy companies' investment levels in renewable energy: Energy companies' investment levels in developing offshore wind farms are the key driver of demand for transportation and installation vessels, which are, in turn, dependent on energy prices and the competitiveness of developing offshore wind projects.
- Cost of completing offshore wind projects (levelized cost of energy — "LCOE"): Long term prospects for offshore wind depend to a large extent on how competitive offshore wind is compared to other sources of electricity. The LCOE combines all of the cost elements that are attributed to offshore wind projects into a single number representing the average generation cost for the projects. This metric measures the attractiveness of developing offshore wind projects versus other sources of energy.
- Consumer pricing (Consumer willingness to pay): Using renewable energy for domestic consumption has been identified as a key strategy by the Intergovernmental Panel on Climate Change to reduce greenhouse gas emissions. As part of the success of offshore wind, the declining costs and increased competitiveness have made the outbuild of offshore wind much faster. Critical to the success of this is to know whether consumers are willing to pay to increase the proportion of electricity generated from renewable energy in their electricity portfolio.
- Technology and innovation: The global offshore wind market has been gaining momentum over the last decade, benefitting from rapid technology improvements. Equipment suppliers have focused research and development spending on bigger and better performing offshore wind turbines, a technology that has grown in physical size and rated power output. With the continuous technology leaps propelling the offshore wind industry, larger and larger turbines are coming to market, in terms of size and swept area, which in turn raises the turbines' maximum output. The tip height of commercially available turbines increased from just over 100 metres in 2010 (~3 MW turbine) to more than 200m in 2016 (8 MW turbine) and the swept area increased by 230%. The industry is targeting even larger turbines, expected in the range of 15 – 20 MW, for 2030. Larger turbines require larger foundations and hence construction becomes more challenging. The trend is expected to lead to increased demand for high-end transportation and installation vessels.
- Political and regulatory environment: Changes in the political, economic and regulatory environment across regions affect the global demand for offshore wind development. The political and regulatory regimes of a country also have a significant impact on the economic attractiveness of developing offshore wind farms.
- Global energy transition: Focus on the environment has been and will continue to be one of the most important drivers for developing offshore wind projects. The global energy markets are currently in a megatrend towards greener and sustainable energy solutions. Reducing energy-related CO2 emissions is at the heart of this transformation. Shifting the world away from the consumption of fossil fuels that cause climate change and towards cleaner, renewable forms of energy is key to the world reaching agreed climate goals.

The Cadeler Group has a number of well-established competitors, including DEME Offshore, Jan de Nul (both Belgium-headquartered), Fred. Olsen (Norway-headquartered) and Van Oord (Netherlands-headquartered). In addition, there are a growing number of players with specialist vessels on order. Seaway7, Dominion Energy, Maersk and Havfram, for example, each have newbuild vessels either on order or currently under construction. These companies will directly compete (and in a number of cases are already directly competing) with the Cadeler Group in tenders for wind foundation and turbine installation projects.

**C. Organizational structure**

The following chart is a simplified presentation of the Cadeler Group’s organizational structure as of the date of this Annual Report on Form 20-F, identifying the Cadeler Group’s significant subsidiaries, their country of incorporation as well as the Cadeler Group’s direct or indirect ownership percentage.



**D. Property, plants and equipment**

Reference is made to Note 13 to the Consolidated Financial Statements, “Property, Plant and Equipment,” included in the Annual Report 2024, for information on property, plants and equipment.

**Item 4A. Unresolved Staff Comments**

None.

## Item 5. Operating and Financial Review and Prospects

### A. Operating results

Reference is made to the discussion of Cadeler's results of operations and financial condition as of December 31, 2024 and 2023 and for the financial years ended December 31, 2024 and 2023 included in the section titled "Finance Review" on pages 14-25 of the Annual Report 2024, except that where references therein are made to EBITDA and Adjusted EBITDA they should be replaced by Adjusted EBITDA and Adjusted EBITDA excluding special items, respectively (see also "—Non-IFRS Financial Measures").

#### *Non-IFRS Financial Measures*

To supplement its financial information presented in accordance with IFRS, the Cadeler Group uses certain non-IFRS metrics, including Adjusted EBITDA and Adjusted EBITDA excluding special items, when measuring performance, including when measuring current period results against prior periods. Because of its non-standardized definition, these non-IFRS measures (unlike IFRS measures) may not be comparable to the calculation of similar measures of other companies. These supplemental non-IFRS measures are presented solely to permit investors to more fully understand how the Cadeler Group management assesses underlying performance. These supplemental non-IFRS measures are not, and should not, be viewed as a substitute for IFRS measures. Management believes the presentation of these non-IFRS measures provides investors with greater transparency and supplemental data relating to the Cadeler Group's financial condition and results of operations, and therefore a more complete understanding of factors affecting its business and Cadeler Group's operating performance. In addition, management believes the presentation of these non-IFRS measures is useful to investors for period-to-period comparison of results as the items may reflect certain unique and/or non-operating items such as asset sales, write-offs, contract termination costs or items outside of management's control.

#### *Adjusted EBITDA and Adjusted EBITDA excluding special items*

The Cadeler Group uses earnings before interest, tax, finance income/costs and depreciation and amortization ("Adjusted EBITDA") as a performance measure for financial performance.

The table below shows a reconciliation from profit for the period, the most directly comparable IFRS financial measure, to Adjusted EBITDA and Adjusted EBITDA excluding special items for the periods presented.

	Year ended December 31, 2024 (EUR million)	Year ended December 31, 2023 (EUR million)
<b>Profit for the period</b>	65.1	11.5
Income tax expense / (credit)	2.4	—
Finance income	(5.2)	(1.5)
Finance costs	7.2	4.5
Depreciation and amortization	56.5	23.0
Impairment of property, plant and equipment	—	5.0
<b>Adjusted EBITDA</b>	<b>125.9</b>	<b>42.5</b>
Adjusted to exclude transactional costs related to the Business Combination	—	7.7
<b>Adjusted EBITDA excluding special items</b>	<b>125.9</b>	<b>50.2</b>

Reference is made to the discussion of Cadeler's results of operations and financial condition as of December 31, 2023 and 2022 and for the financial years ended December 31, 2023 and 2022 included in the section titled "Operating Results" on pages 31-33 of Cadeler's annual report on Form 20-F for the year ended December 31, 2023, filed with the SEC on March 26, 2024 (the "2023 Annual Report on Form 20-F").

Reference is also made to the sections titled "Forward-looking statements" and Item 3.D. "Risk Factors" of this Annual Report on Form 20-F and to the section titled "Finance Review—Special Risks" on pages 22-24 of the Annual Report 2024. The analysis and discussion included in the Annual Report 2024 is primarily based on the Cadeler Group's consolidated financial statements which are prepared in accordance with IFRS Accounting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

[Table of Contents](#)

***Segment information***

Reference is made to Note 3 to the Consolidated Financial Statements, “Revenue—Operating segments and geographical information,” in the Annual Report 2024.

***Foreign currencies***

Reference is made to Note 2 to the Consolidated Financial Statements, “Basis of Presentation and other significant accounting policies—Currency translation,” in the Annual Report 2024.

***Governmental policies***

Reference is made to the section titled “Regulatory,” on pages 28-32 of the Annual Report 2024 and Item 4 hereof.

***Off-balance sheet arrangements***

As of December 31, 2024, the Cadeler Group did not have any off-balance sheet arrangements that have had or are reasonably likely to have a current or future material effect on the Cadeler Group’s financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources other than those related to debt facilities not yet utilized and commitments related to the New Builds discussed elsewhere in this Annual Report on Form 20-F.

**B. Liquidity and capital resources**

***Funding and liquidity***

The Cadeler Group’s objective when managing capital is to ensure its ability to continue as a going concern and to maintain an optimal capital structure. In order to achieve this overall objective, the Cadeler Group’s capital management, among other things, aims to ensure that it meets financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements. Breaches in meeting the financial covenants would permit the relevant lender(s) to immediately call loans and borrowings. There have been no breaches of the financial covenants of any interest-bearing loans and borrowing as of December 31, 2024.

The Cadeler Group finances both its short-term and long-term liquidity requirements principally from its Green Corporate Facility. The Cadeler Group has headroom to comply with its debt covenants and, on December 31, 2024, had available liquidity of EUR 58 million from cash at hand and EUR 328 million from available committed facilities including the Green Corporate Facility and the Holdco Facility.

In order to maintain or adjust its capital structure in the future, the Cadeler Group may adjust the amount of dividends paid to shareholders (where it is permitted to do so pursuant to the terms of its credit facilities), issue new shares and/or sell assets to reduce debt. The Cadeler Group manages its liquidity risk by ensuring that it has sufficient cash and credit facilities to meet operational needs and new vessel instalments, as described below.

*Financing arrangements*

On November 15, 2023, Cadeler entered into a Facility Agreement for an unsecured term loan in an initial aggregate amount of EUR 50 million (for a 5 year tenor) with a noncommitted accordion option of up to EUR 50 million (the “Holdco Facility”) with The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch (“HSBC”). On March 7, 2024, the Holdco Facility was increased from EUR 50 million to EUR 80 million. On August 26, 2024, the Cadeler Group further increased the capacity available to it under the Holdco Facility, with the lender commitments thereunder increased by EUR 45 million, bringing the total capacity available to the Cadeler Group thereunder to EUR 125 million. The proceeds of the Holdco Facility are to be used, amongst other purposes, for the partial funding of the wind installation activities of the Cadeler Group and for general corporate purposes. The Holdco Facility may not be reborrowed once repaid and contains customary financial and other covenants, including certain change of control provisions. A change of control will be deemed to have occurred under the Holdco Facility if (i) together, the interests of Andreas Sohmen-Pao, his immediate family and their respective heirs and successors, including trusts or similar arrangements of which they are individual or collective beneficiaries (the “Sohmen Family Trust”) and the BW Group cease to beneficially and legally hold (directly or indirectly) 17.5% or more of the issued share capital or voting rights of Cadeler; or (ii) any person other than the BW Group or Swire Pacific and its subsidiaries from time to time gains control of 25% or more of the issued share capital or voting rights of Cadeler; provided that in no case shall a change of control be deemed to have occurred if neither the BW Group nor the Sohmen Family Trust has divested any of the Cadeler Shares they held as of November 15, 2023. The Holdco Facility is governed by English law.

The Holdco Facility bears interest at three-month EURIBOR plus the applicable margin. As of December 31, 2024, the full amount of the funding available had been drawn under the Holdco Facility.

On December 7, 2023 Cadeler entered into a Facilities Agreement for Senior Secured Green Credit and Guarantee Facilities of up to EUR 550 million (the “Green Corporate Facility”) with a group of banks led by DNB and supported by Rabobank, Credit Agricole, Danske Bank, Oversea-Chinese Banking Corporation (“OCBC”), Standard Chartered Bank and Société Générale initially providing for (i) a revolving credit facility of up to EUR 250 million (with a 5 year tenor) (the “RCF-A Facility”), (ii) a revolving credit facility of up to EUR 100 million (with an 18 month tenor) (the “RCF-B Facility”), (iii) a term loan of up to EUR 100 million (with an 8.5 year tenor), guaranteed by The Danish Export and Investment Fund of Denmark (EIFO), and (iv) an uncommitted guarantee facility of up to EUR 100 million, available until 19 December 2028. The Green Corporate Facility was entered into for the purpose of refinancing certain existing facility agreements, obtaining financing for general corporate purposes and working capital requirements. Borrowings under each of the RCF-A Facility and the RCF-B Facility may be drawn and repaid at any time and may be reborrowed until the relevant facility terminates (at which time any balance must be repaid as a bullet repayment). Under the guarantee facility, Cadeler may request that the lender/issuing bank issue letters of credit as security for the contracts of employment for the Cadeler Group’s vessels. On August 6, 2024, the Cadeler Group achieved the extension of the RCF-B Facility to June 19, 2026 and the increase of the uncommitted guarantee line under the Green Corporate Facility from EUR 100 million to EUR 200 million. Total drawings under the Green Corporate Facility are limited to a maximum of EUR 450 million until the maturity of the RCF-B Facility and thereafter to a maximum of EUR 350 million for the remaining term of the Green Corporate Facility. The Green Corporate Facility is secured by guarantees from Wind Orca Limited, Wind Osprey Limited, Wind Scylla Limited and Seajacks 3 Japan LLC, first priority mortgages granted over the O-Class, S-Class and Z-Class Vessels, first priority assignments of the insurance policies and earnings of the O-Class, S-Class and Z-Class Vessels, and contains customary financial and other covenants including certain change of control provisions which are similar to those included in the P-Class Facility (as described below). The Green Corporate Facility is governed by English law.

The Green Corporate Facility bears interest at three-month EURIBOR plus the applicable margin, and subject to a green loan margin discount as long as the Cadeler Group is in compliance with certain green loan criteria defined in Cadeler’s Green Finance Framework. As of December 31, 2024, the Cadeler Group was in compliance with these green loan criteria and expects to remain compliant for the duration of the Green Corporate Facility. As of December 31, 2024, EUR 262 million had been drawn under the Green Corporate Facility.

[Table of Contents](#)

On December 22, 2023, Cadeler and two of its subsidiaries, Wind N1064 Limited and Wind N1063 Limited, entered into a Sinosure-backed Green Term Loan Facility of up to EUR 425 million (with a 12 year tenor) (the “P-Class Facility”) with a group of banks led by DNB and supported by Rabobank, Santander, Credit Agricole, CIC, HSBC, KfW-IPEX, OCBC, Société Générale, Sparebank 1 SR-Bank and Standard Chartered Bank, to finance the purchase of the P-Class Vessels. The funds borrowed under the P-Class Facility may not be reborrowed once repaid. The P-Class Facility is secured by a guarantee from Cadeler, first priority mortgages over each of the P-Class Vessels, first priority assignments of the insurance policies and earnings of each of the P-Class Vessels, and contains customary financial and other covenants including certain change of control provisions. A change of control will be deemed to have occurred under the P-Class Facility if any person or group of persons acting in concert (other than Swire Pacific or the BW Group) become the legal and beneficial owner of more than 25% of Cadeler’s issued and outstanding share capital. In addition, a number of changes to the ownership structure further down in the Cadeler Group will trigger a change of control such as, among others, if either Wind N1063 Limited or Wind N1064 Limited ceases to be a wholly owned (direct or indirect) subsidiary of Cadeler. The P-Class Facility is governed by English law. In August 2024, the Company requested the utilization of EUR 210 million under the P-Class Facility to finance the final instalment for the delivery of the first P-Class Vessel in the same month, and in March 2025, the Company requested the utilization of EUR 211 million under the P-Class Facility to finance the final instalment for the second P-Class Vessel, which is expected to be delivered imminently.

In connection with the Business Combination, the Cadeler Group acquired a USD 436 million Senior Secured Green Term Loan Facility which Eneti had entered into in November 2023 with a group of international banks and export credit agencies co-arranged and co-underwritten by Crédit Agricole Corporate and Investment Bank and Société Générale, and with Société Générale as Green Loan Coordinator, to fund the purchase of the M-Class New Builds. On August 16, 2024, the Company successfully refinanced this facility, with Cadeler and certain of its subsidiaries including, amongst others, Wind Maker Limited (formerly Seajacks 1 Limited) and Wind Mover Limited (formerly Seajacks 4 Limited), entering into Facility Agreements (each with a 12 year tenor from the delivery of the relevant vessel) for an aggregate of up to EUR 420 million (the “M-Class Facilities”) with substantially the same group of international banks and export credit agencies. The terms of the M-Class Facilities are substantially identical to those of the P-Class Facility. In January 2025, the Company requested the utilization of EUR 212 million under the M-Class Facility to finance the final instalment for the delivery of the first M-Class Vessel in the same month.

On March 21, 2025, Cadeler and two of its subsidiaries, Wind Ally Limited and Wind Ace Limited, entered into a Sinosure-backed Green Term Loan Facility of up to EUR 575 million (with a 12 year tenor) (the “A-Class Facility”) with a group of banks led by DNB and supported by Credit Agricole, CIC, HSBC, KfW-IPEX, OCBC, Rabobank, Santander, Société Générale, Sparebank 1 SR-Bank and Standard Chartered Bank, to finance the purchase of the first two of the Cadeler Group’s three A-Class Vessels. The terms of the A-Class Facility are substantially identical to those of the P-Class Facility and the M-Class Facility, except that the effectiveness of the A-Class Facility is contingent upon the receipt by the lenders thereunder of written confirmation from Sinosure, prior to May 31, 2025, that each of the insurance policies to be issued by Sinosure in connection with such facility are approved for issuance. Sinosure has issued a letter indicating its intention to obtain such approval and the Cadeler Group’s management expects to receive the relevant written confirmation and to confirm the effectiveness of the A-Class Facility prior to May 31, 2025.

The following table sets forth the Cadeler Group’s financial debt as of the dates indicated:

	<b>December 31,</b>		
	<b>2024</b>	<b>2023</b>	<b>2022</b>
	<b>(EUR million)</b>		
Cash and cash equivalents	58.5	96.6	19.0
<b>Liquidity</b>	<b>58.5</b>	<b>96.6</b>	<b>19.0</b>
Current debt to credit institutions	(31.2)	(0.8)	(0.8)
<b>Current financial indebtedness</b>	<b>(31.2)</b>	<b>(0.8)</b>	<b>(0.8)</b>
<b>Net current financial indebtedness</b>	<b>27.3</b>	<b>95.8</b>	<b>18.2</b>
Non-current debt to credit institutions	(539.9)	(204.8)	(114.2)
<b>Non-current financial indebtedness</b>	<b>(539.9)</b>	<b>(204.8)</b>	<b>(114.2)</b>
<b>Net total financial indebtedness</b>	<b>(512.6)</b>	<b>(109.0)</b>	<b>(96.0)</b>

[Table of Contents](#)

The following table sets forth the Cadeler Group's lease liabilities for the years indicated:

	Year ended December 31,		
	2024	2023	2022
	(EUR million)		
Lease liabilities at January 1 (current and non-current lease)	1.0	0.3	0.5
Acquisition of businesses	—	1.3	—
Movements during the year	11.9		
Cash paid for lease obligations	(2.0)	(0.6)	(0.2)
<b>Lease liabilities at end of period (current and non-current lease)</b>	<b>11.0</b>	<b>1.0</b>	<b>0.3</b>

The following table sets forth the Cadeler Group's debts to credit institutions as of the dates and for the years indicated:

	As of and year ended December 31,		
	2024	2023	2022
	(EUR million)		
Debt to credit institutions at January 1	(205.6)	(115.0)	(73.1)
Overdraft facility drawn	—	—	(16.1)
Loans repayment	10.6	115.0	65.0
Overdraft repayment	—	—	25.1
New loan	(385.2)	(211.9)	(115.0)
New loan fees	11.1	8.3	1.5
New loan interest	(3.3)	—	—
Non-cash interest	1.4		
Write off of loan fees	—	(1.9)	(0.9)
Others	—	—	(1.5)
<b>Debt to credit institutions at end of period</b>	<b>(571.0)</b>	<b>(205.6)</b>	<b>(115.0)</b>

*Net working capital*

The Cadeler Group assesses that, as of the date of this Annual Report on Form 20-F, its net working capital is adequate to meet its present financing requirements for at least 12 months following the date of this Annual Report on Form 20-F.

*Cash flow analysis*

The following table presents the primary components of the Cadeler Group's cash flow for the years ended December 31, 2024, 2023 and 2022:

	For the year ended December 31,		
	2024	2023	2022
	(EUR million)		
Net cash provided by operating activities	93.1	63.4	29.0
Net cash (used in) investing activities	(615.7)	(54.7)	(225.4)
Net cash (used in)/provided by financing activities	482.0	70.3	213.1
<b>Net increase/(decrease) in cash and cash equivalents</b>	<b>(40.7)</b>	<b>78.9</b>	<b>16.7</b>
Cash and cash equivalents at beginning of period	96.6	19.0	2.3
Net foreign exchange difference	2.5	(1.3)	—
<b>Cash and cash equivalents at end of period</b>	<b>58.5</b>	<b>96.6</b>	<b>19.0</b>

Cash and cash equivalents at December 31, 2024 amounted to EUR 58.5 million compared to EUR 96.6 million at December 31, 2023, mainly driven by the net fluctuations of operating, investing and financing activities outlined below.

[Table of Contents](#)

Cash and cash equivalents at December 31, 2023 amounted to EUR 96.6 million compared to EUR 19.0 million at December 31, 2022, mainly driven by the net fluctuations of operating, investing and financing activities outlined below.

***Net cash provided by operating activities***

For the year ended December 31, 2024, cash provided by operating activities was EUR 93.1 million, compared to EUR 63.4 million for the year ended December 31, 2023, mainly driven by increased operating profit and deferred revenue.

For the year ended December 31, 2023, cash provided by operating activities was EUR 63.4 million, compared to EUR 29.0 million for the year ended December 31, 2022, mainly driven by a decrease in in profits from higher costs and reduction of working capital compared to 2022.

***Net cash used in investing activities***

For the year ended December 31, 2024, cash used in investing activities was EUR 615.7 million, compared to EUR 54.7 million for the year ended December 31, 2023, mainly driven by large asset investments, including the final instalment of Wind Peak, crane upgrades and instalment payments for certain of the Group's vessels under construction.

For the year ended December 31, 2023, cash used in investing activities was EUR 54.7 million, compared to EUR 225.4 million for the year ended December 31, 2022, mainly driven by the absence of large asset investments. In 2023, the business combination with Eneti was completed via a share exchange and EUR 10 million net cash.

***Net cash (used in)/provided by financing activities***

For the year ended December 31, 2024, cash provided by financing activities was EUR 482.0 million, compared to cash provided by financing activities of EUR 70.3 million for the year ended December 31, 2023, mainly driven by the capital raised in the Group's February 2024 private placement of EUR 152 million (after transactional costs) and proceeds from borrowings of EUR 355 million (net of bank fees and repayments).

For the year ended December 31, 2023, cash provided by financing activities was EUR 70.3 million, compared to cash provided by financing activities of EUR 213.1 million for the year ended December 31, 2022, mainly driven by the nonrecurrence of the capital raised in 2022 and partially offset by the Holdco Facility for EUR 50 million from HSBC in 2023.

***Financing Arrangements and Commitments******Capital expenditure***

The Cadeler Group defines capital expenditure as investments in property, plant and equipment. The following table sets forth the Cadeler Group's capital expenditure (not including any capitalized interest shown under interest paid in financing activities) for the years ended December 31, 2024, 2023 and 2022.

	Year ended December 31,		
	2024	2023	2022
	(EUR million)		
Additions to property, plant and equipment not including capitalized interest	615.5	66.9	224.6

Capital expenditure (not including any capitalized interest shown under interest paid in financing activities) for the year ended December 31, 2024 increased to EUR 615.5 million from EUR 66.9 million in the year ended December 31, 2023, primarily due to large asset investment payments.

Capital expenditure (not including any capitalized interest shown under interest paid in financing activities) for the year ended December 31, 2023 decreased from EUR 224.6 million to EUR 66.9 million in the year ended December 31, 2022, primarily due to the absence of large asset investment payments.



[Table of Contents](#)

The cost of the crane upgrades for Wind Orca and Wind Osprey amounted to a total of EUR 83.4 million, of which EUR 33.4 million was paid in 2024. There are no further amounts payable in respect of such crane upgrades.

The total contract value for the construction of the P-Class Vessels was approximately EUR 581 million, of which EUR 137 million was paid in 2021, EUR 14 million was paid in 2023, EUR 245 million was paid in 2024. Of the total contract value, USD 390 million is to be paid (or has been paid) in USD and EUR 220 million was paid in EUR. The remaining scheduled payments will fall due in 2025 upon delivery of the P-Class Vessels.

The total value of the contracts for the three A-Class New Builds is approximately EUR 1.1 billion. After down payments of an aggregate EUR 167 million in 2022 and EUR 94 million in 2024, the remaining amounts will be due in 2025, 2026 and 2027. Of the total contract value, USD 794 million is to be paid (or has been paid) in USD and EUR 299 million is to be paid (or has been paid) in EUR.

The total value of the contracts for the construction of the M-Class New Builds is approximately EUR 618 million, of which EUR 29.6 million, EUR 59.4 million, EUR 29.3 million and EUR 91.7 million were paid in 2021, 2022, 2023 and 2024, respectively, and EUR 222 million has been paid in 2025 to date. The remaining scheduled payments are due later in 2025.

*Financial and other long-term contractual obligations*

The following table analyses the maturity profile of the financial liabilities of the Cadeler Group based on contractual undiscounted cash flows.

	Less 1 year	Between 1 and 2 years	Between 2 and 5 years	Total
	(EUR million)			
<b>December 31, 2024</b>				
Trade and other payables	43.6	—	—	43.6
Payables to Related parties	0.2	—	—	0.2
Lease liabilities	1.3	2.3	7.4	11.0
Debt to credit institutions	31.2	54.3	485.5	571.0
Derivative liabilities	0.2	—	16.2	16.4
<b>Total</b>	<b>76.5</b>	<b>56.7</b>	<b>509.1</b>	<b>642.2</b>
<b>December 31, 2023</b>				
Trade and other payables	32.6	—	—	32.6
Payables to Related parties	0.2	—	—	0.2
Lease liabilities	0.6	0.4	—	1.0
Debt to credit institutions	0.8	—	204.8	205.6
Derivative liabilities	4.0	5.7	12.3	22.0
<b>Total</b>	<b>38.2</b>	<b>6.1</b>	<b>217.0</b>	<b>261.3</b>
<b>December 31, 2022</b>				
Trade and other payables	8.8	—	—	8.8
Payables to Related parties	0.1	—	—	0.1
Lease liabilities	0.3	—	—	0.3
Debt to credit institutions	0.8	—	114.2	115.0
Derivative liabilities	—	1.8	0.3	2.1
<b>Total</b>	<b>10.0</b>	<b>1.8</b>	<b>114.5</b>	<b>126.3</b>

*Off-balance sheet arrangements*

As of December 31, 2024, the Cadeler Group did not have any off-balance sheet arrangements that have had or are reasonably likely to have a current or future material effect on the Cadeler Group's financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources other than debt facilities not yet utilized and commitments related to the New Builds discussed elsewhere in this Annual Report on Form 20-F.

### ***Commercial commitments and contingent liabilities***

On June 30, 2021, the Cadeler Group entered into a contract with COSCO to build two new P-Class wind farm installation vessels (one of which had been delivered as of December 31, 2024, and the other of which has subsequently been delivered). On May 9, 2022, the Cadeler Group entered into a further contract with COSCO to build one new A-Class wind farm installation vessel; on November 22, 2022, the Cadeler Group exercised an option under the May 9, 2022 contract to enter into a further contract with COSCO to build a second new A-Class wind farm installation vessel; and on May 22, 2024, the Cadeler Group exercised an additional option under the May 9, 2022 contract to enter into a further contract with COSCO to build a third new A-Class wind farm installation vessel. The Cadeler Group, due to the Business Combination, has also inherited two contracts with Hanwha for the construction of the two M-Class New Builds. The total contract sum for the two P-Class vessels, the three A-Class New Builds and the two M-Class New Builds amounted to approximately EUR 2.3 billion, of which EUR 166.9 million was paid in 2021, EUR 227.0 million was paid in 2022, EUR 43 million was paid in 2023, EUR 430.4 million was paid in 2024 and EUR 237.5 million has been paid in 2025 to date. The aggregate capital expenditures estimated to be required in connection with the remaining New Builds are approximately EUR 1,395 million, of which EUR 237.5 million has been paid as of March 25, 2025. The remaining scheduled payments will fall due during the period from 2025 to 2027.

BW Group provided COSCO with a total of five guarantees in respect of the sums payable by Cadeler in accordance with the contracts for the construction of the P-Class New Builds and the A-Class New Builds, four of which were outstanding as of December 31, 2024. See Note 28 to the Consolidated Financial Statements, “Commitments and Pledges,” in the Annual Report 2024 for further information.

### ***Financial Risk Management***

The Cadeler Group’s activities expose it to market risk (including currency risk and interest rate risk), credit risk and liquidity risk. Financial risk management within the Cadeler Group is the responsibility of the Cadeler Group’s management and overseen by the Cadeler Board and Audit Committee. The fair value of the Cadeler Group’s financial assets and liabilities as of December 31, 2024 does not deviate materially from the carrying amounts as of December 31, 2023.

#### *Quantitative and Qualitative Disclosures about Market Risk*

##### *(a) Currency risk*

The Cadeler Group prepares its financial statements in EUR, which is also the functional currency of the Cadeler Group. The Cadeler Group’s business is exposed to DKK, NOK, British pound sterling (“GBP”) and USD as certain operating expenses are denominated in these currencies. The Cadeler Group will look to use financial instruments to reduce currency risk when there is significant liability or income in a non-EUR, DKK or USD denominated currency and there is a cost-effective solution. As a policy, the Cadeler Group seeks to hedge 50% of its currency risk exposure.

The largest currency risk exposure of the Cadeler Group is the future instalments for the M-Class New Build and the A-Class New Builds that are denominated in USD (an aggregate of USD 1,112.0 million as of March 25, 2025). See Note 24 to the Consolidated Financial Statements, “Derivative Financial Instruments,” in the Annual Report 2024 with regards to the current instruments used to mitigate this currency risk. The Cadeler Group’s management and the Cadeler Board will evaluate the potential cost and benefits of currency risk exposure on an ongoing basis.

The Cadeler Group holds cash balances in USD. If the USD:EUR exchange rate deteriorated by 10%, the Cadeler Group’s profits before tax would have decreased by EUR 1.8 million based on the Cadeler Group’s USD cash holdings as of December 31, 2024.

The Cadeler Group holds cash balances in GBP. If the GBP:EUR exchange rate deteriorated by 10% the Cadeler Group’s profits before tax would have decreased by EUR 0.7 million based on the Cadeler Group’s GBP cash holdings as at December 31, 2024.

As the DKK is pegged to the EUR, no material currency risk has been identified against the DKK even though the Cadeler Group has costs denominated in DKK. As of December 31, 2024, the Cadeler Group did not have any material NOK cash holdings.

## [Table of Contents](#)

### *(b) Interest rate risk*

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Cadeler Group's current exposure to the risk of changes in market interest rates relates primarily to its Credit Facilities. See Note 24 to the Consolidated Financial Statements, "Derivative Financial Instruments," in the Annual Report 2024 for a description of the current instruments used to mitigate this risk. As a policy, the Cadeler Group seeks to hedge 50% of its interest rate risk exposure.

The interest rate payable under each of the Credit Facilities is based on the 3-month EURIBOR interest rate plus the margin applicable under the relevant facility. The EURIBOR interest rate has a floor of zero basis points and was 2.9% and 3.9% at December 31, 2024 and 2023.

If the EURIBOR interest rate increased 100 basis points over the floor of zero basis points, and each of the Credit Facilities had been drawn in full throughout the last twelve months to the end of December 2024, the cost to the Cadeler Group would have increased by EUR 5.9 million (EUR 2.1 million in 2023). A portion of this variation could potentially have qualified as capitalizable borrowing costs, which would have reduced the impact on the Cadeler Group's profits before tax.

If the EURIBOR interest rate had decreased, the Cadeler Group's profits before tax would not have changed due to the capitalization of borrowing costs.

The Cadeler Group's management and the Cadeler Board will evaluate the potential cost and benefits of fixed interested rate borrowings on an ongoing basis.

### *Credit risk*

Credit risk refers to the risk that a counterparty will default on its contractual obligations, resulting in financial loss to the Cadeler Group. When dealing with banks and financial institutions, the Cadeler Group mitigates its credit risk by transacting only with counterparties who are rated "A" and above by independent rating agencies.

With respect to its customers, the Cadeler Group has adopted a practice of dealing only with customers of appropriate credit history and standing, and obtaining sufficient security, where appropriate, to mitigate identified credit risk. The Cadeler Group adopts stringent procedures on extending credit terms to customers and on the monitoring of credit risk. These credit terms are normally contractual and the Cadeler Group's credit policies explicitly set forth guidelines on extending credit to customers, including procedures for monitoring the process of engaging with new customers and using industry best practices as a reference in setting credit terms. This includes an assessment and valuation of customers' credit reliability and periodic review of their financial status to determine the appropriate credit limits to be granted. Customers are also assessed based on their historical payment records. Where necessary, customers may also be requested to provide security or advance payment before services are rendered.

Related party credit risk is managed by the Cadeler Group's management and overseen by the Cadeler Board and Audit Committee.

The maximum exposure to credit risk is the carrying amount of trade receivables and other receivables, receivables from group entities and cash and cash equivalents presented on the balance sheet.

### *Impairment of financial assets*

The Cadeler Group assesses on a forward-looking basis the expected credit losses associated with its financial assets which are trade and other receivables, cash and cash equivalents and contract assets. Financial assets are written off when there is no reasonable expectation of recovery, such as a non-related debtor failing to engage in a repayment plan with the Cadeler Group.

Where receivables have been written off, the Cadeler Group continues to engage in enforcement activity to attempt to recover the receivables due. Where recoveries are made, these are recognized in profit or loss.

[Table of Contents](#)

The Cadeler Group has applied the simplified credit loss approach by using a provision matrix to measure the lifetime expected credit losses for trade receivables from customers. To measure the expected credit losses, the Cadeler Group grouped receivables based on shared credit characteristics and days past due.

Trade receivables from external customers that are neither past due nor impaired are with creditworthy companies. Based on the provision matrix, the trade receivables from external customers are subject to immaterial credit loss. For an analysis of expected credit loss on trade receivables and contract assets, please refer to Note 16 to the Consolidated Financial Statements, “Trade and Other Receivables,” in the Annual Report 2024.

For cash and cash equivalents and other receivables that are measured at amortized cost, the Cadeler Group considers these financial assets as low credit risk. Cash and cash equivalents are mainly deposits with banks who have high credit ratings as determined by international credit rating agencies. As of December 31, 2024, cash and cash equivalents and other receivables are subject to immaterial credit loss.

There was no credit loss allowance for other financial assets at amortized cost as of December 31, 2024, December 31, 2023 and December 31, 2022.

#### *Liquidity risk*

The Cadeler Group manages its liquidity risk by maintaining sufficient cash and available funding through committed credit facilities to enable it to meet its operational requirements and to meet its obligation to make instalment payments towards the delivery of its New Builds.

For further information on the Cadeler Group’s liquidity risk, please see “—Funding and liquidity—Financing arrangements”.

The following maturity table shows the contractual obligations for the construction of the P-Class, M-Class and A-Class vessels as of the dates indicated:

	Less than 1 year	Between 1 and 2 years	Between 2 and 5 years
<b>As of December 31, 2024</b>			
Obligation in USD millions	651	496	195
Obligation in USD (in EUR) millions	626	476	188
Obligation in EUR millions	65	40	—
<b>Total obligations (in EUR)</b>	<b>691</b>	<b>516</b>	<b>188</b>
<b>As of December 31, 2023</b>			
Obligation in USD millions	328	832	180
Obligation in USD (in EUR) millions	296	751	163
Obligation in EUR millions	69	99	6
<b>Total obligations (in EUR)</b>	<b>365</b>	<b>850</b>	<b>169</b>
<b>As of December 31, 2022</b>			
Obligation in USD millions	—	197	619
Obligation in USD (in EUR) millions	—	187	588
Obligation in EUR millions	13	69	105
<b>Total obligations (in EUR)</b>	<b>13</b>	<b>256</b>	<b>693</b>

For further information regarding interest-bearing loans and borrowings please refer to Note 23 to the Consolidated Financial Statements, “Financial Risk Management,” in the Annual Report 2024.

[Table of Contents](#)

*Fair value measurement*

The Cadeler Group measures financial instruments such as derivatives at fair value at each balance sheet date. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the balance sheet date.

The principal or the most advantageous market must be accessible by the Cadeler Group. The fair value of an asset or a liability is measured using the assumptions that market participants would be expected to use when pricing the asset or liability, assuming that market participants act in their economic best interest.

In measuring the fair value of unlisted derivative financial instruments and other financial instruments for which there is no active market, fair value is determined using generally accepted valuation techniques. Market-based parameters such as market-based yield curves and forward exchange prices are used for the valuation.

The Cadeler Group uses valuation techniques that are appropriate in the circumstances and for which sufficient data is available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs.

Financial instruments for which fair value is measured or disclosed in the financial statements are categorized within the fair value hierarchy, described as following:

*Level 1:* The fair value of financial instruments traded in active markets (such as publicly traded derivatives, and equity securities) is based on quoted market prices at the end of the reporting period. The quoted market price used for financial assets held by the Cadeler Group is the current bid price. These instruments are included in level 1.

*Level 2:* The fair value of financial instruments that are not traded in an active market (e.g., over-the-counter derivatives) is determined using valuation techniques that maximize the use of observable market data and rely as little as possible on entity-specific estimates. Valuation techniques applied are primarily based on marked-based inputs of the instruments. If all significant inputs required to fair value an instrument are observable, the instrument is included in level 2.

*Level 3:* If one or more of the significant inputs is not based on observable market data, the instrument is included in level 3.

The following table shows the fair value measurement hierarchy of the Cadeler Group's assets and liabilities as of the dates indicated:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
	(EUR million)			
<b>December 31, 2024</b>				
Derivatives assets	—	—	—	—
<b>Total financial assets at fair value through the income statement</b>	—	—	—	—
Derivatives liabilities	—	—	—	—
<b>Total financial liabilities at fair value through the income statement</b>	—	—	—	—
<b>Cash flow hedges</b>				
Derivatives assets	—	13.1	—	13.1
<b>Cash flow hedges</b>				
Derivatives liabilities	—	(16.2)	—	(16.2)
<b>December 31, 2023</b>				
Derivatives assets	—	—	—	—
<b>Total financial assets at fair value through the income statement</b>	—	—	—	—
Derivatives liabilities	—	(0.4)	—	(0.4)
<b>Total financial liabilities at fair value through the income statement</b>	—	<b>(0.4)</b>	—	<b>(0.4)</b>
<b>Cash flow hedges</b>				
Derivatives assets	—	0.3	—	0.3
<b>Cash flow hedges</b>				
Derivatives liabilities	—	(17.9)	—	(17.9)

[Table of Contents](#)

*Derivative financial instruments*

*(a) Hedge accounting generally*

The Cadeler Group uses forward exchange contracts and interest rate swap contracts to hedge currency risks and interest rate risks regarding highly probable future cash flows and designates them as cash flow hedges subject to meeting the criteria for the application of cash flow hedging.

Hedging ratios are determined as the notional value of the instrument divided by the notional value of the hedged item. The Cadeler Group seeks to establish hedge relationships with a hedging ratio of 1:1. This is generally possible either by designating only a portion of the notional value of the underlying instrument as a hedge instrument or by maintaining the hedge notional value such that it is equal to or lower than that of the hedge item. The principle driver for the ineffectiveness of certain of the Cadeler Group's hedging instruments arises from changes to the timing of the delivery of the New Build vessels. The delivery of the vessels will expose the Cadeler Group to several market risks, including currency risks and interest rate risks. The fair value reserve of the derivatives used as hedging instruments is recognized in other comprehensive income until the hedged items are realized. The table below shows the movement in the reserves for cash flow hedges, listed by the hedged risk.

	2024	2023	2022
	(EUR million)		
<b>Fair value change of cash flow hedges</b>			
Cumulative fair value change at January 1	(21.6)	1.3	—
Fair value adjustment at year-end, net	14.6	(19.3)	1.3
Time value adjustment at year-end, net	8.8	(3.6)	—
Cumulative fair value change at December 31	1.8	(21.6)	1.3
<b>The fair value of cash flow hedges at December 31 can be specified as follows:</b>			
Interest rate risk hedging	(14.9)	(11.8)	3.2
Foreign currency risk hedging	11.6	(6.1)	(1.8)
Foreign currency risk hedging – time value	5.1	(3.6)	—
Cumulative fair value change at December 31	1.8	(21.6)	1.3

*(b) Interest rate risk*

The Cadeler Group's current exposure to the risk of changes in market interest rates relates primarily to its Credit Facilities.

As a policy, the Cadeler Group seeks to hedge 50% of its interest rate exposure. Where the Cadeler Group enters into interest rate hedges, it seeks to match critical terms between the hedged item and the relevant hedge instrument. When it enters into a hedging transaction, the Cadeler Group assesses terms related to instalments on the facilities, the payment date for interest payments, and other instalment and timing differences in the maturity of the hedge item and the relevant hedge instrument. The principal expected causes of hedging ineffectiveness relate to changes to the expected date of delivery of the New Build vessels and the possibility of the 3-month EURIBOR rate falling below 0%.

The below table shows the profile of the nominal amount of the interest rate swaps and the fair values.

	Less than 1 year	Between 1 and 2 years	Between 2 and 5 years	More than 5 years	Fair Value	
	(Notional amount million)				Asset	Liability
<b>2024</b>						
Interest rate Swap – EURIBOR 3M	—	—	355.1	455.6	1.3	(16.2)
<b>2023</b>						
Interest rate Swap – EURIBOR 3M	—	—	555.0	—	—	(11.8)

[Table of Contents](#)

	2024	2023	2022
	(EUR million)		
<b>Movements in the hedging reserve</b>			
Cumulative fair value change at January 1	(11.8)	3.2	—
Fair value adjustment for the year	(3.3)	(14.2)	2.7
Transferred to Financial expenses	0.1	(0.8)	0.4
<b>December 31</b>	<b>(14.9)</b>	<b>(11.8)</b>	<b>3.2</b>

(c) *Foreign currency risk hedging*

The largest currency risk exposure of the Cadeler Group is the future instalments for the M-Class New Build and the A-Class New Builds that are denominated in USD (an aggregate of USD 1,112.0 million as of March 25, 2025).

Where the Cadeler Group enters into foreign currency hedges, it seeks to match critical terms between the hedged item and the relevant hedge instrument. When it enters into a hedging transaction, the Cadeler Group assesses terms related to the payment date of the instalment to be paid in a foreign currency and the maturity of the hedged item and the relevant hedge instrument. The principal expected causes of hedging ineffectiveness relate to changes to the expected date of delivery of the New Build vessels. The below table shows the profile of the nominal amount of the interest rate swaps and the fair values.

	Less than 1 year	Between 1 and 2 years	Between 2 and 5 years	Fair Value	
				Asset	Liability
	(Notional amount USD million)			(EUR million)	
<b>2024</b>					
FX forward contracts – U.S. dollar	104.5	55.4	—	6.8	—
FX Option collars – U.S. dollar	300.0	100.0	—	10.1	0.2
<b>2023</b>					
FX forward contracts – U.S. dollar	150.0	50.0	—	—	(5.3)
FX Option collars – U.S. dollar	—	250.0	50.0	—	(4.4)

	2024	2023	2022
	(EUR million)		
<b>Movements in the hedging reserve</b>			
January 1	(9.8)	(1.8)	—
Fair value adjustment for the year – FX forward contracts	12.2	(3.5)	(1.8)
Fair value adjustment for the year – FX Option collars	5.6	(0.8)	—
Time value adjustment for the year	8.8	(3.6)	—
<b>December 31</b>	<b>16.7</b>	<b>(9.7)</b>	<b>(1.8)</b>

**General Accounting Policies and Significant Accounting Estimates**

For information on the Cadeler Group’s general accounting policies and significant accounting estimates and judgments, see Note 2 to the Consolidated Financial Statements, “Basis of Presentation and other significant accounting policies,” in the Annual Report 2024.

**C. Research and development, patents and licenses, etc.**

Reference is made to the section titled “Finance Review—Research and development activities” at page 22 of the Annual Report 2024 for research and development activities.

**D. Trend information**

Reference is made to the section titled “2025 Outlook” on page 26 of the Annual Report 2024, except that where references are made to EBITDA they should be replaced by Adjusted EBITDA (see also Item 5.A “Operating Results—Non-IFRS Financial Measures” of this Annual Report on Form 20-F).

## **E. Critical accounting estimates**

Reference is made to Note 2 to the Consolidated Financial Statements, “Basis of Presentation and other significant accounting policies,” in the Annual Report 2024.

## **Item 6. Directors, Senior Management and Employees**

### **A. Directors and senior management**

Reference is made to the section titled “Corporate Governance” on pages 35-38 of the Annual Report 2024 for the names, qualifications, principal positions held outside of Cadeler, and date of birth for the members of the Cadeler Board and the members of Cadeler’s executive management, respectively.

### **B. Compensation**

For compensation data in respect of the members of the Cadeler Board, reference is made to the section titled “Board of Directors” on pages 5-6 of the Remuneration Report 2024.

For compensation data in respect of the members of the Company’s executive management, reference is made to the section titled “Executive Management” on pages 7-10 of the Remuneration Report 2024.

### **C. Board practices**

Reference is made to the section titled “Corporate Governance” on pages 33-34 of the Annual Report 2024 for a description of the Cadeler Board and its committees, as well as the year of election and current term of each member of the Cadeler Board. Reference is made to page 38 of the Annual Report 2024 for the year of appointment of each member of Cadeler’s executive management.

#### ***Directors’ service contracts***

Mikkel Gleerup and Peter Brogaard Hansen, as the Chief Executive Officer and the Chief Financial Officer of Cadeler, respectively, are, under their respective service contracts, entitled to a notice period of 12 months if their employment is terminated by Cadeler. Subject to certain conditions, Cadeler may terminate the employment of the Chief Executive Officer and the Chief Financial Officer upon one month’s notice in the case of long-term illness. Each of the Chief Executive Officer and the Chief Financial Officer may terminate their respective employment upon six months’ notice. Neither the Chief Executive Officer nor the Chief Financial Officer is entitled to severance pay, except in accordance with the Danish Salaried Employees Act.

Under their respective service contracts, the Chief Executive Officer and the Chief Financial Officer are subject to noncompetition clauses for a period of six months after their respective employment has ended. During the restricted period, each of the Chief Executive Officer and the Chief Financial Officer are entitled to compensation corresponding to 40% of their remuneration at the time their respective employment ended. Such compensation will be reduced if the Chief Executive Officer or the Chief Financial Officer, respectively, commences an independent business or obtains new employment during the relevant restricted period.

### **D. Employees**

Reference is made to Note 6 to the Consolidated Financial Statements, “Employee Compensation,” in the Annual Report 2024 regarding the average number of full-time employees and the total number of full-time employees in Cadeler at year-end for the years 2022–2024, as well as a breakdown of onshore and offshore employees.

The Cadeler Group’s executive management believes that the Company enjoys a good relationship with its employees in general and with the labor unions relevant to certain of Cadeler’s offshore employees. See also Item 3.D. “Risk Factors—Risks Related to the Cadeler Group’s Business—Labor disruptions could materially adversely affect the Cadeler Group’s business and operations.”



[Table of Contents](#)

**E. Share ownership**

The following table presents information regarding the total amount of Cadeler Shares directly or indirectly owned by members of the Cadeler Board and Cadeler's senior management as of March 20, 2025 (excluding shares underlying incentive programs):

Name of shareholder	Number of shares	% <sup>(1)</sup>
<b>Cadeler Board</b>		
Andreas Sohmen-Pao <sup>(2)</sup>	70,014,729	19.95 %
Emanuele Lauro <sup>(3)</sup>	*	*
Andrea Abt	—	—
Ditlev Wedell-Wedellsborg	—	—
James B. Nish	*	*
Collete Cohen	—	—
Thomas Tune Andersen	—	—
<b>Executive management</b>		
Mikkel Gleerup	*	*
Peter Brogaard Hansen	—	—

\* Denotes a shareholding of less than 1%.

- (1) Calculated based on the holding of shares and votes disclosed in connection with the most recent major shareholders notification, which may have changed since such date.
- (2) Includes shares held by BW Altor. BW Altor is ultimately controlled by Andreas Sohmen-Pao who is also the Chair of the Cadeler Board.
- (3) Excludes shares held by Scorpio Holdings. Emanuele Lauro, Vice Chair of the Cadeler Board, is a director, Chief Executive Officer, and 10% stockholder of Scorpio Holdings Limited. See Item 7.A. "Major Shareholders."

**F. Disclosure of a registrant's action to recover erroneously awarded compensation**

None.

**Item 7. Major Shareholders and Related Party Transactions**

**A. Major shareholders**

As of the date of this Annual Report on Form 20-F, the issued share capital of Cadeler consisted of 350,957,583 ordinary shares, of which 83,145 were held in treasury.

There is no complete record of all holders of Cadeler Shares and therefore it is not possible to give an accurate breakdown of the geographical distribution of Cadeler's share capital or of the number of shareholders by country of residence. Additionally, certain of the Cadeler Shares are held by brokers or other nominees and, as a result, the number of holders of record is not representative of the number of beneficial holders or of the residence of such beneficial holders. However, JPMorgan Chase Bank, N.A., our ADS Depository, has informed us that as of March 20, 2025 the total number of ADRs outstanding was 7,951,319, representing approximately 9.06% of the Cadeler Group's issued and outstanding share capital at that date. All of the Cadeler ADSs are held of record by the Depository. For more information regarding our ADSs, see Item 12.D. below.

## [Table of Contents](#)

Set forth below is information as of March 20, 2025 with respect to any shareholder who is known to Cadeler to be the beneficial owner of 5% or more of Cadeler's share capital or voting rights:

<u>Name of major Cadeler Shareholder</u>	<u>Number of shares</u>	<u>%</u>
BW Altor Pte. Ltd. <sup>(1)</sup>	70,014,729	19.95 %
Scorpio Holdings Limited <sup>(2)</sup>	42,427,183	12.09 %
Folketrygdfondet	18,980,201	5.41 %

(1) BW Altor is ultimately controlled by Andreas Sohmen-Pao who is also the Chair of the Cadeler Board.

(2) Emanuele Lauro, Vice Chair of the Cadeler Board, is a director, Chief Executive Officer, and 10% stockholder of Scorpio Holdings Limited.

As part of BW Altor becoming a lead investor in Cadeler's initial public offering in November 2020, Swire Pacific Limited and BW Altor entered into a memorandum of understanding on November 4, 2020, as amended, pursuant to which BW Altor, subject to certain terms and conditions, was granted a right of first refusal to purchase a number of Cadeler Shares held by Swire Pacific Limited should it wish to sell such Cadeler Shares. However, the right of first refusal does not apply in the event that Swire Pacific Limited accepts an offer from a third party for all Cadeler Shares. On June 6, 2024, Swire Pacific Limited sold 12,353,125 Cadeler Shares (equivalent to 3.5% of Cadeler's then-outstanding share capital) to third party institutional investors and, as a result of such transaction, holds less than 5% of Cadeler's total share capital and voting rights.

As a result of the Business Combination and the subsequent private placement, there have been significant changes in the percentage ownership held by Cadeler's major shareholders. For a discussion of the major shareholdings in Cadeler prior to the Business Combination, reference is made to the section titled "Beneficial Ownership of Cadeler Securities" on pages 215-216 of the prospectus filed by Cadeler with the SEC on November 7, 2023 (the "Prospectus").

Cadeler has only one share class. As a result, none of the above major shareholders hold voting rights which are different from those held by other Cadeler Shareholders and there are no Cadeler Shares that carry special rights relating to the control of Cadeler. All Cadeler Shares carry one vote per nominal value of DKK 1.00.

To the knowledge of Cadeler's management: Cadeler is not directly or indirectly owned or controlled by (a) another corporation or (b) any foreign government. Cadeler's management is not aware of Cadeler being owned or controlled, directly or indirectly, by any third party, or of any agreements that could later result in any third party taking over control of Cadeler. To the knowledge of Cadeler's management, Cadeler has no controlling shareholder.

### **B. Related party transactions**

For information on related party transactions, reference is made to Note 27 to the Consolidated Financial Statements, "Related Party Transactions," in the Annual Report 2024.

### **C. Interests of experts and counsel**

Not applicable.

## **Item 8. Financial Information**

### **A. Consolidated Statements and Other Financial Information**

The Consolidated Financial Statements and Notes to the Consolidated Financial Statements on pages 142-224 of the Annual Report 2024 are incorporated herein by reference. See also Item 18 "Financial Statements."

In accordance with Rule 405(a)(3) under Regulation S-T, this information (including tabular data) is reproduced under this Item tagged with Inline XBRL formatting, at the end of this Annual Report on Form 20-F.

[Table of Contents](#)

***Legal proceedings***

The Cadeler Group is not aware of any governmental, legal or arbitration proceedings, including any such proceedings which are pending or threatened, that may have had in the recent past, or may have in the future, a significant effect on Cadeler or the Cadeler Group's financial position or profitability.

***Dividends***

Cadeler has never paid any cash dividends on its shares. In addition, Cadeler's credit facilities contain covenants restricting the payments of dividends. The Cadeler Board currently intends to retain earnings to support operations and to finance the growth and development of Cadeler's business. Any future determination related to Cadeler's dividend policy will be made by and at the discretion of the Cadeler Board.

**Item 9. The Offer and Listing**

**A. Offer and listing details**

The Cadeler Shares are listed on the OSE and traded under the symbol "CADLR." The Cadeler ADSs are listed on the NYSE and traded under the symbol "CDLR." See Exhibit 2.2 to this Annual Report on Form 20-F for a description of the Cadeler Shares.

**B. Plan of distribution**

Not applicable.

**C. Markets**

Reference is made to Item 9.A. hereof.

**D. Selling shareholders**

Not applicable.

**E. Dilution**

Not applicable.

**F. Expenses of the issue**

Not applicable.

**Item 10. Additional Information**

**A. Share capital**

Not applicable.

**B. Memorandum and articles of association**

Reference is made to the section titled "Description of Cadeler Shares and Articles of Association," on pages 12-20 of the registration statement on Form F-3ASR (File no. 333-283947) filed with the SEC by Cadeler on December 20, 2024.

See also Exhibit 2.2 to this Annual Report on Form 20-F for a summary of certain material provisions of Cadeler's Articles of Association, certain other constitutive documents and relevant Danish corporate law. See Exhibit 1.1 to this Annual Report on Form 20-F for Cadeler's Articles of Association.

### **C. Material contracts**

Reference is made to the sections titled “Business Combination Agreement” and “Other Transaction Agreements,” on pages 110-134 of the Prospectus. Reference is also made to the section titled “Finance Review—The newbuilds (currently under construction)” on pages 16-20 of the Annual Report 2024. See also Item 5.B. “Liquidity and Capital Resources—Financing Arrangements” of this Annual Report on Form 20-F.

### **D. Exchange controls**

Other than the Danish rules on screening of certain foreign direct investments (“FDI”), etc. in Denmark (the “Danish FDI Rules”) and applicable international trade and financial sanctions as outlined below, (i) there are no governmental laws, decrees, or regulations in Denmark (including, but not limited to, foreign exchange controls) that restrict the export or import of capital, or that affect the remittance of dividends, interest or other payments to nonresident holders of the Cadeler Shares or the Cadeler ADSs, and (ii) there are no limitations on the right of non-resident or foreign owners to hold or vote the Cadeler Shares or the Cadeler ADSs imposed by the laws of Denmark or the Articles of Association of the Company.

Under the Danish FDI Rules, a screening mechanism applies to foreign direct investments in certain sensitive sectors, if the foreign investor obtains at least 10% ownership or voting rights, or equivalent control by other means. Among such sensitive sectors are companies and entities within critical technology with activities comprised by technologies for industrial energy storage, energy conversion and critical infrastructure in Denmark with activities comprised by energy transport or electricity production, electricity storage capacity as well as transportation and supply of electricity that are necessary to restore or maintain the energy functions that are important for the society. If a contemplated foreign direct investment in Cadeler is considered to fall within the scope of the mandatory screening mechanism, the foreign investor is required to apply for prior authorization with the Danish Business Authority. FDI filings, notifications or approvals may under certain circumstances also be required in non-Danish jurisdictions.

If a foreign investor fails to comply with the Danish FDI Rules, the Danish Business Authority may impose restrictions, inter alia, ordering to reverse the investment or to suspend the foreign investor’s voting rights.

International trade and financial sanctions are continually evolving. If applicable, such international trade and financial sanctions may under certain circumstances prevent the possibility of export and import of capital, and affect the remittance of dividends, interests and other payments to the non-resident holders of the Cadeler Shares or the Cadeler ADSs. In addition, international trade and financial sanctions may also restrict the right of non-resident or foreign owners to acquire, transfer, hold or vote the Cadeler Shares and Cadeler ADSs. Failure to comply with international trade and financial sanctions can lead to criminal and civil liability.

### **E. Taxation**

#### ***Danish taxation***

The following summary outlines certain Danish tax consequences to U.S. Holders (as defined below):

#### ***Withholding tax***

Generally, Danish withholding tax is deducted from dividend payments to U.S. Holders at a 27% rate, the rate generally applicable to non-residents in Denmark without regard to eligibility for a reduced treaty rate. Under the Current Convention between the Government of the United States of America and the Government of the Kingdom of Denmark for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income (the “Current Convention”), the maximum rate of Danish tax that may be imposed on a dividend paid to a U.S. Holder that does not have a “permanent establishment” (as defined therein) in Denmark to which the Cadeler ADSs are allocated for tax purposes is generally 15% and, for certain pension funds, 0% (each, the “Treaty Rate”). U.S. Holders eligible for the Treaty Rate may apply to the Danish tax authorities to obtain a refund to the extent that the amount withheld reflects a rate in excess of the Treaty Rate (any such amount, the “Excess Withholding Tax”).

Any U.S. Holders of Cadeler ADSs wishing to apply for a refund of Excess Withholding Tax will have to provide a Danish Claim for Refund of Danish Dividend Tax (at <https://udbytterefusion.skat.dk/SelfService/submission/submit/SKATRefusion>), a properly completed U.S. Internal Revenue Service Form 6166 and additional documentation including: proof of dividend received; proof of ownership of the Cadeler ADSs and eligibility for the dividend received and proof that the dividend received was reduced by an amount corresponding to the Danish withholding tax. These documentation requirements may be expanded and may be subject to change. Refund claims must be filed within the three-year period following the date in which the dividend was paid in Denmark.

[Table of Contents](#)

Information on tax reclaims, how they should be filed and the requisite tax forms may be obtained from:

JPMorgan Chase Bank, N.A.  
c/c GlobeTax Services Inc.  
One New York Plaza – 34th Floor  
New York, NY 10004-1936, USA  
Tel. +1-212-747-9100

U.S. Holders should consult their tax advisers regarding dividend withholding tax refunds.

*Sale or exchange of Cadeler ADSs or Cadeler Shares*

Any gain or loss realized on the sale or other disposition of Cadeler ADSs or Cadeler Shares by a U.S. Holder that is not either a resident of Denmark or a corporation that is doing business in Denmark by a Danish permanent establishment to which the Cadeler ADSs or Cadeler Shares are allocated for tax purposes is not subject to Danish taxation. In addition, any non-resident of Denmark may remove from Denmark any convertible currency representing the proceeds of the sales of Cadeler ADSs or Cadeler Shares in Denmark.

***Material U.S. Federal Income Tax Considerations***

The following is a description of material U.S. federal income tax consequences to the U.S. Holders described below of owning and disposing of Cadeler ADSs or Cadeler Shares. This discussion applies only to U.S. Holders that hold Cadeler ADSs or Cadeler Shares as “capital assets” within the meaning of Section 1221 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”) (generally, property held for investment). Further, this discussion does not address all aspects of U.S. federal income taxation that might be relevant to U.S. Holders in light of their particular circumstances or to U.S. Holders subject to special treatment under U.S. federal income tax laws, such as, for example:

- dealers or certain electing traders in securities that are subject to mark-to-market tax accounting rules;
- banks and certain other financial institutions;
- insurance companies;
- tax-exempt entities, “individual retirement accounts” or “Roth IRAs”;
- partnerships or other entities classified as partnership for U.S. federal income tax purposes and their partners or investors;
- regulated investment companies;
- real estate investment trusts;
- persons whose functional currency is not the U.S. dollar;
- persons that hold Cadeler ADSs or Cadeler Shares as part of a straddle or other integrated transaction;
- persons that hold Cadeler ADSs or Cadeler Shares in connection with a trade or business conducted outside the United States;
- persons that acquired Cadeler ADSs or Cadeler Shares pursuant to the exercise of employee stock options or otherwise as compensation;
- persons that acquired Cadeler ADSs or Cadeler Shares on or prior to the Business Combination; or
- persons that own (directly, indirectly or constructively) 10% or more of Cadeler ADSs or Cadeler Shares (by vote or value).

If an entity or arrangement classified as a partnership for U.S. federal income tax purposes owns Cadeler ADSs or Cadeler Shares, the tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. Entities classified as partnerships for U.S. federal income tax and their partners should consult their tax advisers regarding the tax consequences of the ownership and disposition of Cadeler ADSs or Cadeler Shares in their specific circumstances.

This discussion is based on the Code, proposed, temporary and final Treasury regulations promulgated under the Code, and judicial and administrative interpretations thereof, as well as the income tax treaty between the United States and Denmark (the “U.S.-Denmark Treaty”), all as of the date hereof. All of the foregoing is subject to change, which change could apply retroactively and could affect the tax considerations described herein. This discussion does not address any minimum tax or Medicare contribution tax considerations, the special tax accounting rules under Section 451(b) of the Code, or U.S. federal taxes other than those pertaining to U.S. federal income taxation (such as estate or gift taxes), nor does it address any aspects of U.S. state, local or non-U.S. taxation. This discussion assumes that each obligation under the deposit agreement for the Cadeler ADSs and any related agreement will be performed in accordance with its terms.

[Table of Contents](#)

This discussion does not address any specific consequences to former Eneti shareholders that acquired Cadeler ADSs pursuant to the Business Combination. Former Eneti shareholders should review the Prospectus for additional information regarding any effect that the Business Combination, or Eneti's PFIC status for any taxable year, may have on the former Eneti shareholders' ownership of Cadeler ADSs or Cadeler Shares in their particular circumstances.

For purposes of this discussion, a "U.S. Holder" is a person that is, for U.S. federal income tax purposes, a beneficial owner of Cadeler ADSs or Cadeler Shares and:

- an individual citizen or resident of the United States,
- a corporation, or entity treated as a corporation, organized in or under the laws of the United States or any state therein or the District of Columbia, or
- an estate or trust the income of which is includible in gross income regardless of its source.

In general, a U.S. Holder that owns Cadeler ADSs will be treated as the owner of the underlying Cadeler Shares represented by those ADSs for U.S. federal income tax purposes. Accordingly, no gain or loss will be recognized if a U.S. Holder exchanges Cadeler ADSs for the underlying Cadeler Shares represented by those ADSs.

THIS SUMMARY DOES NOT PURPORT TO BE A COMPREHENSIVE ANALYSIS OR DESCRIPTION OF ALL POTENTIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE OWNERSHIP AND DISPOSITION OF CADELER ADS OR CADELER SHARES. U.S. HOLDERS SHOULD CONSULT THEIR TAX ADVISERS REGARDING THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE OWNERSHIP AND DISPOSITION OF CADELER ADS OR CADELER SHARES, INCLUDING THE APPLICABILITY AND EFFECTS OF U.S. FEDERAL, STATE, LOCAL, AND NON-U.S. TAX LAWS.

*Dividends*

The following is subject to the discussion under "— Passive foreign investment company rules" below.

Distributions received by a U.S. Holder on the Cadeler ADSs or Cadeler Shares, including the amount of any Danish taxes withheld, other than certain *pro rata* distributions of shares to all shareholders, will constitute dividend income to the extent paid out of Cadeler's current or accumulated earnings and profits (as determined for U.S. federal income tax purposes). Because Cadeler does not maintain calculations of its earnings and profits under U.S. federal income tax principles, it is expected that distributions generally will be reported to U.S. Holders as dividends. Dividends will be included in a U.S. Holder's income on the date of receipt by the depository (in the case of Cadeler ADSs) or the U.S. Holder (in the case of Cadeler Shares). The amount of dividend income paid in DKK that a U.S. Holder will be required to include in income will equal the U.S. dollar value of the distributed DKK, calculated by reference to the exchange rate in effect on the date of receipt, regardless of whether the payment is converted into U.S. dollars on such date. If the dividend is converted into U.S. dollars on the date of receipt, a U.S. Holder generally should not be required to recognize foreign currency gain or loss in respect of the dividend income. A U.S. Holder may have foreign currency gain or loss if the dividend is converted into U.S. dollars after the date of its receipt. Corporate U.S. Holders will not be entitled to claim a dividends-received deduction with respect to dividends paid by Cadeler. Subject to applicable limitations, dividends received by certain non-corporate U.S. Holders may be taxable at rates applicable to long-term capital gains. Non-corporate U.S. Holders should consult their tax advisers to determine whether they are subject to any special rules that limit their ability to be taxed at these favorable rates.

## [Table of Contents](#)

Dividends will be treated as foreign-source income and will include any amounts withheld therefrom in respect of Danish taxes. Non-refundable Danish taxes withheld from dividends on the Cadeler ADSs or Cadeler Shares (at a rate not in excess of any applicable rate under the U.S.-Denmark Treaty, in the case of a U.S. Holder that qualifies for the benefits of the U.S.-Denmark Treaty) will generally be creditable against a U.S. Holder's U.S. federal income tax liability, subject to applicable limitations that vary depending upon the U.S. Holder's circumstances. The rules governing foreign tax credits are complex. For example, under Treasury regulations, in the absence of an election to apply the benefits of an applicable income tax treaty, in order to be creditable, non-U.S. income tax rules must be consistent with certain U.S. federal income tax principles, and no determination has been made as to whether the Danish income tax system meets these requirements. The IRS has released notices that provide relief from certain of the Treasury regulations described above for taxable years ending before the date that a notice or other guidance withdrawing or modifying the temporary relief is issued (or any later date specified in such notice or other guidance). In lieu of claiming a credit, a U.S. Holder may be able to elect to deduct non-U.S. taxes, including the Danish taxes, in computing its taxable income, subject to generally applicable limitations. An election to deduct creditable non-U.S. taxes (instead of claiming foreign tax credits) applies to all otherwise creditable non-U.S. taxes paid or accrued in the taxable year. U.S. Holders should consult their tax advisers regarding the creditability or deductibility of Danish taxes imposed on dividends in their particular circumstances.

### *Sale or other taxable disposition*

The following is subject to the discussion under “—Passive foreign investment company rules” below.

A U.S. Holder will generally recognize U.S.-source capital gain or loss on the sale or other taxable disposition of the Cadeler ADSs or Cadeler Shares. Any gain or loss will be long-term capital gain or loss if the holding period of the Cadeler ADSs or Cadeler Shares exceeds one year. The amount of the U.S. Holder's gain or loss will be equal to the difference between such U.S. Holder's tax basis in the Cadeler ADSs or Cadeler Shares sold or disposed of and the amount realized on the sale or disposition, each as determined in U.S. dollars. The deductibility of capital losses is subject to limitations.

### *Passive foreign investment company rules*

In general, a non-U.S. corporation is a PFIC for any taxable year in which (i) 75% or more of its gross income consists of passive income or (ii) 50% or more of the value of its assets (generally determined on a quarterly average basis) consists of assets that produce, or are held for the production of, passive income. For the purposes of the above calculations, a non-U.S. corporation that owns, directly or indirectly, at least 25% by value of the stock of another corporation is treated as if it held its proportionate share of the assets of the other corporation and received directly its proportionate share of the income of the other corporation. Passive income generally includes dividends, interest, investment gains and certain rents and royalties, but does not include income received as compensation for services. Cash and cash equivalents are generally treated as passive assets. Goodwill and other intangible assets are generally treated as active assets to the extent associated with activities that generate non-passive income.

Cadeler's gross income consists primarily of gross income from time charter hire services contracts with customers where the Cadeler Group utilizes its vessels, equipment and crew to deliver a service to the customer based on either a fixed day rate or milestone deliverables. Customers cannot charter a vessel from the Cadeler Group without also receiving the relevant wind turbine installation, engineering or maintenance services from the vessel's crew. While the treatment of the gross income from time charter hire services for purposes of the PFIC rules is unclear, Cadeler intends to take the position that such income is non-passive income from services (rather than rental income). This position is based on general U.S. federal income tax law principles and court decisions that distinguish between income from services and rental income for other tax purposes. However, there is a court decision that characterized time charter income as rental income, rather than income from services, for another (not PFIC) tax purpose. Although the IRS indicated that it disagreed with that court decision, and although the facts of the court case may be different from Cadeler's business model, there is no assurance that the IRS or a court will not treat Cadeler's gross income from time charter hire services contracts as rental income, in which case the income (and the assets that produce it) may be treated as passive, unless the income is treated as derived in an active conduct of a trade or business under relevant Treasury regulations.

Assuming that Cadeler's gross income from time charter hire services contracts with customers is not passive income, Cadeler does not believe it was a PFIC for 2024. However, Cadeler's PFIC status for any taxable year is an annual factual determination that can be made only after the end of that year, and will depend, among other things, on the composition and character of its income and assets and the value of its assets from time to time (including the value of its goodwill and other intangible assets, which may be determined, in part, by reference to its market capitalization, which could be volatile). Accordingly, there can be no assurance that Cadeler will not be a PFIC for any taxable year. Cadeler has not attempted to make any determination, and thus does not express a view, regarding its PFIC status for any taxable year prior to the taxable year in which the Business Combination took effect.

## [Table of Contents](#)

If Cadeler is a PFIC for any taxable year during a U.S. Holder's holding period of the Cadeler ADSs or Cadeler Shares, Cadeler will generally continue to be a PFIC with respect to the U.S. Holder for any subsequent taxable year, even if Cadeler ceases to be a PFIC for any future taxable year. In that case, gain recognized upon a disposition (including, under certain circumstances, a pledge) of the Cadeler ADSs or Cadeler Shares by a U.S. Holder generally will be allocated ratably over the U.S. Holder's holding period of such Cadeler ADSs or Cadeler Shares. The amounts allocated to the taxable year of the disposition and to any year before Cadeler became a PFIC will be taxed as ordinary income. The amount allocated to each other taxable year will be subject to tax at the highest tax rate in effect for that taxable year for individuals or corporations, as appropriate, and an interest charge will be imposed on the tax allocated to each taxable year. Further, to the extent that distributions which a U.S. Holder receives on the Cadeler ADSs or Cadeler Shares in any taxable year exceed 125% of the average of the annual distributions on the ADSs or shares that the U.S. Holder received during the preceding three taxable years or its holding period, whichever is shorter, the excess distributions will be subject to taxation in the same manner as gain, described immediately above. Certain elections may be available that would result in alternative treatments of the Cadeler ADSs or Cadeler Shares (such as a mark-to-market election for any taxable year in which Cadeler is a PFIC if the Cadeler ADSs or Cadeler Shares, as applicable, are "marketable stock," or a "deemed sale" election in the event that Cadeler is a PFIC for any taxable year but ceases to be a PFIC thereafter). U.S. Holders should consult their tax advisers regarding whether, if Cadeler is or becomes a PFIC, any of these elections would be available and, if so, what the consequences of the alternative treatments would be in the U.S. Holders' particular circumstances. In addition, non-corporate U.S. Holders will not be eligible for reduced rates of taxation applicable to "qualified dividend income" on any dividends received from Cadeler if Cadeler is a PFIC (or is treated as a PFIC with respect to a U.S. Holder) for the taxable year in which the dividends are paid or the preceding taxable year.

If Cadeler is a PFIC for any taxable year during which a U.S. Holder owns Cadeler ADSs or Cadeler Shares, such U.S. Holder generally will be subject to specified reporting obligations. U.S. Holders should consult their tax advisers regarding the potential application of the PFIC rules to their ownership of Cadeler ADSs or Cadeler Shares.

### *Information reporting and backup withholding*

Payments of dividends and sales proceeds that are made within the United States or through certain U.S.-related financial intermediaries may be subject to information reporting and backup withholding, unless (i) the U.S. Holder is a corporation or other "exempt recipient" (and establishes that status if required to do so) or (ii) in the case of backup withholding, the U.S. Holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding.

Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against its U.S. federal income tax liability and may entitle it to a refund, provided that the required information is timely furnished to the IRS.

Certain U.S. Holders who are individuals (and certain specified entities) may be required to report information relating to their ownership of Cadeler ADSs or Cadeler Shares, or non-U.S. accounts through which they are held.

### **F. Dividends and paying agents**

Not applicable.

### **G. Statements by experts**

Not applicable.

### **H. Documents on display**

Documents referred to and filed with the SEC together with this Annual Report on Form 20-F can be read and copied at the SEC's public reference room located at 100 F Street, NE, Washington, DC 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms.

Copies of this Annual Report on Form 20-F as well as the Annual Report 2024 and the Remuneration Report 2024 can be downloaded from the investors page at [www.cadeler.com](http://www.cadeler.com). The contents of this website are not incorporated by reference into this Annual Report on Form 20-F. This Annual Report on Form 20-F is also filed and can be viewed via EDGAR on [www.sec.gov](http://www.sec.gov).



**I. Subsidiary Information**

Not applicable.

**J. Annual Report to Security Holders**

Cadeler intends to submit any annual report provided to security holders in electronic format as an exhibit to a current report on Form 6-K.

**Item 11. Qualitative and Quantitative Disclosures About Market Risk**

Reference is made to the section titled “Finance Review—Special Risks” on pages 22-24 of the Annual Report 2024.

**Item 12. Description of Securities Other than Equity Securities**

**A. Debt Securities**

Not applicable.

**B. Warrants and Rights**

Not applicable.

**C. Other Securities**

Not applicable.

**D. American Depositary Shares**

Cadeler’s American Depositary Receipt (“ADR”) program is administered by JPMorgan Chase Bank, N.A as Depositary (JPMorgan Chase Bank, N.A., 383 Madison Avenue, Floor 11, New York, United States). The Cadeler ADSs are traded under the symbol “CDLR” on the NYSE. Each Cadeler ADS represents four (4) Cadeler Shares. The Cadeler Shares underlying the Cadeler ADSs are admitted to trading under the symbol “CADLR” on the OSE and not on the NYSE, where they are only admitted for listing.

The Depositary distributes relevant notices, reports and proxy materials to the holders of the Cadeler ADSs. When dividends are paid to Cadeler Shareholders, the Depositary converts the amounts into U.S. dollars and distributes the dividends to the holders of the Cadeler ADSs. See Exhibit 2.1 to this Annual Report on Form 20-F for a description of the rights of holders of the Cadeler ADSs.

The holder of a Cadeler ADS may have to pay the following fees and charges related to services in connection with the ownership of the Cadeler ADS up to the amounts set forth in the table below.

<u>Service</u>	<u>Fee</u>
Issuance or delivery of a Cadeler ADS, surrendering of a Cadeler ADS for delivery of a Cadeler Share, reduction or cancellation of a Cadeler ADS, including issuance, delivery, reducing, surrendering or cancellation in connection with share distributions, stock splits, rights and mergers	A maximum of USD 5.00 for each 100 Cadeler ADSs (or portion thereof), to be paid to the Depositary
Distribution of cash or elective cash/stock dividend offered to the holder of the Cadeler ADS	A maximum of USD 0.05 per Cadeler ADS, to be paid to the Depositary

[Table of Contents](#)

<u>Service</u>	<u>Fee</u>
Direct or indirect distribution of securities (other than Cadeler ADSs or rights to purchase additional Cadeler ADSs) or the net cash proceeds from the public or private sale of any such securities	A maximum of USD 0.05 per Cadeler ADS, to be paid to the Depositary
Services performed by the Depositary in administering the Cadeler ADSs	A maximum of USD 0.05 per Cadeler ADS (or portion thereof), to be paid to the Depositary
Servicing of the Cadeler Shares, the sale of securities, the delivery of the Cadeler Shares or otherwise in connection with the Depositary's compliance with applicable law, rule or regulation	Reimbursement of charges and expenses as necessary
Taxes and other governmental charges payable by the holder of the Cadeler ADS or persons depositing Cadeler Shares	As necessary
A transaction fee per cancellation request and any applicable delivery expenses	As necessary
The registration or transfer of Cadeler Shares on any applicable register in connection with the deposit or withdrawal of Cadeler Shares	As necessary

The Depositary may make available to Cadeler a set amount or a portion of the Depositary fees charged in respect of the ADR program or otherwise upon such terms and conditions as Cadeler and the Depositary may agree from time to time. The Depositary collects its fees for issuance and cancellation of Cadeler ADSs directly from investors depositing Cadeler Shares or surrendering Cadeler ADSs for the purpose of withdrawal or from intermediaries acting for them. The Depositary collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The Depositary may collect its annual fee for Depositary services by deduction from cash distributions, or by directly billing investors, or by charging the book-entry system accounts of participants acting for them. The Depositary will generally set off the amounts owing from distributions made to holders of Cadeler ADSs. If, however, no distribution exists and payment owing is not timely received by the Depositary, the Depositary may refuse to provide any further services to ADR holders that have not paid those fees and expenses owing until such fees and expenses have been paid. At the discretion of the Depositary, all fees and charges owing under the Deposit Agreement are due in advance and/or when declared owing by the Depositary.

The Depositary may agree to reduce or waive certain fees, charges and expenses provided in the ADRs and in the Deposit Agreement, including, without limitation, those described above that would normally be charged on Cadeler ADSs issued to or at the direction of, or otherwise held by, Cadeler and/or certain ADR holders and beneficial owners and holders and beneficial owners of Cadeler Shares.

The Depositary has agreed to reimburse certain reasonable expenses related to Cadeler's ADR program and incurred by Cadeler in connection with the program. In the year ended December 31, 2024, Cadeler did not receive any payment from the Depositary.

## PART II

### Item 13. Defaults, Dividend Arrearages and Delinquencies

None.

### Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds

None.

### Item 15. Controls and Procedures

#### *Disclosure controls and procedures*

Cadeler maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in reports that Cadeler files or submits under the U.S. Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and such disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in reports that Cadeler files or submits under the U.S. Exchange Act is accumulated and communicated to Cadeler's management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Cadeler's management, including the Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of Cadeler's disclosure controls and procedures as of December 31, 2024. Based on this evaluation, the Chief Executive Officer and Chief Financial Officer concluded that as of December 31, 2024 the design and operation of Cadeler's disclosure controls and procedures were effective.

In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives.

#### *Changes in internal control over financial reporting*

Except as described below, there were no changes in the Company's internal control over financial reporting that occurred during the period covered by this Annual Report on Form 20-F that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

#### *Management's annual report on internal control over financial reporting*

Cadeler's management is responsible for establishing and maintaining adequate internal control over financial reporting as such term is identified under Rule 13a-15 (f) and 15d-15 (f) of the U.S. Exchange Act. Cadeler's internal control over financial reporting is a process designed by, or under the supervision of, the Chief Executive Officer and Chief Financial Officer and effected by the Cadeler Board, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect Cadeler's transactions and dispositions of assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures are being made only in accordance with the authorization of Cadeler's management and directors; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of Cadeler's assets that could have a material effect on its consolidated financial statements.

Cadeler's management, with the participation of the Chief Executive Officer and the Chief Financial Officer, assessed the effectiveness of the Cadeler's internal control over financial reporting as of December 31, 2024 using the criteria set forth in the "Internal Control - Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission or COSO (2013 Framework).

As a result of this assessment, Cadeler's management concluded that the Company's internal controls over financial reporting are effective as of December 31, 2024.

### ***Remediation of Previously Reported Material Weaknesses***

During the year ended December 31, 2024, the Company completed its efforts to remediate the material weaknesses identified in 2023. Upon completion of those efforts, the Company concluded that the material weaknesses had been remediated as of December 31, 2024. As part of those remediation efforts, the Company implemented remediation actions during 2024 that included the implementation of formalized risk assessment, oversight and compliance processes as well as formalized control descriptions for all key controls. Where control activities are dependent on IT applications or certain information or reports, internal controls have been developed to assess the completeness and accuracy of such information. The Cadeler Group has further initiated steps to improve IT general controls covering access and change management, as well as cyber risks. The actions that the Cadeler Group is taking are subject to ongoing executive management review and audit committee oversight.

The Cadeler Group cannot guarantee, however, that its internal controls over financial reporting will remain effective in the future. Any failure to remediate such material weaknesses identified in the future, or to discover and address any other material weaknesses or significant deficiencies, could result in inaccuracies in the Cadeler Group's consolidated financial statements and impair its ability to comply with applicable financial reporting requirements and related regulatory filings on a timely basis. See also Item 3.D. "Risk Factors—Risks Related to the Cadeler Group's Business—If the Cadeler Group fails to maintain an effective system of internal control over financial reporting, it may not be able to accurately report financial results in a timely manner or prevent fraud, which may adversely affect its business and the market price of the Cadeler ADSs and Cadeler Shares," and "Risk Factors—Risks Related to the Business Combination—Cadeler became subject to the reporting requirements of the U.S. Exchange Act in connection with the Business Combination and it needs to devote substantial time and resources to complying with public company regulations. There can be no assurance that the Cadeler Group's internal control over financial reporting will remain effective."

Internal control systems, no matter how well designed, have inherent limitations and may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

EY Godkendt Revisionspartnerselskab, an independent registered public accounting firm, has issued opinions on Cadeler's consolidated financial statements and on its internal controls over financial reporting. These opinions appear under Item 18 of this Annual Report on Form 20-F.

#### **Item 16A. Audit Committee Financial Expert**

Reference is made to page 35-36 of the Annual Report 2024 for the name, position and experience of the members of the Audit Committee.

James Nish is designated as the Audit Committee financial expert as defined by the SEC. All members of the Audit Committee qualify as independent as defined by the U.S. Exchange Act and the NYSE Corporate Governance Standards applicable to listed companies as described in Section 303A of the NYSE Listed Company Manual (the "NYSE Standards").

#### **Item 16B. Code of Ethics**

Cadeler has in place a Code of Conduct which applies to its employees, officers, including the Chief Executive Officer and Chief Financial Officer, and directors. Cadeler's Code of Conduct describes the general principles on business conduct and ethics which are essential to enable Cadeler to operate responsibly as a business and achieve commercial success, and address a number of the topics required by the Sarbanes-Oxley Act and the NYSE Standards.

Cadeler's Code of Conduct may be found on Cadeler's website at [www.cadeler.com](http://www.cadeler.com) (the contents of Cadeler's website are not incorporated by reference into this Annual Report on Form 20-F).

#### **Item 16C. Principal Accountant Fees and Services**

Reference is made to Note 4 to the Consolidated Financial Statements, "Expenses by Nature—Auditor remuneration," in the Annual Report 2024 regarding fees paid to Cadeler's statutory auditors.

The audit opinion of EY Godkendt Revisionspartnerselskab (PCAOB Firm ID 1757) is included in Item 18.

**Pre-approval policies**

The Audit Committee assesses and pre-approves all audit and non-audit services provided by the statutory auditors. The pre-approval includes the type of service and a fee budget. Furthermore, the Audit Committee receives regular updates on actual services provided and fees realized.

**Item 16D. Exemptions from the Listing Standards for Audit Committees**

None.

**Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers**

Period	(a) Total number of Cadeler Shares purchased	(b) Average price paid per Cadeler Share (EUR)	(c) Total number of Cadeler Shares purchased as part of publicly announced plans or programs	(d) Maximum number of Cadeler Shares that may yet be purchased under the plans or programs
July 1, 2024 – July 4, 2024 <sup>(1)</sup>	214,791	5.99	214,791	0

(1) On July 1, 2024, Cadeler announced the launch of a share repurchase program of up to NOK 16.5 million (approximately EUR 1.45 million), pursuant to the authorization for the acquisition of treasury shares granted by Cadeler Shareholders to the Cadeler Board at Cadeler's annual general meeting on April 23, 2024. The purpose of the share repurchase program was to enable the Cadeler Group to meet its obligations to employees arising from certain of Cadeler's share-based incentive programs. The program was to be conducted in the period from July 1, 2024 until July 12, 2024, however, the program was terminated early on July 4, 2024 as the maximum number of shares authorized for repurchase under the program had been purchased at such date.

**Item 16F. Change in Registrant's Certifying Accountant**

Not applicable.

**Item 16G. Corporate Governance**

Cadeler is a public limited company incorporated in Denmark and the Cadeler Shares are admitted to trading on the OSE. Cadeler therefore follows the Norwegian Code of Practice for Corporate Governance issued on October 14, 2021 (the "Norwegian Code of Practice") and applicable Danish law in respect of its corporate governance practices.

The Cadeler ADSs are listed on the NYSE and Cadeler is therefore required to comply with certain U.S. securities laws and regulations, including the Sarbanes-Oxley Act, and the NYSE Standards. As a foreign private issuer, Cadeler is permitted to follow the corporate governance practice of its home country in lieu of certain provisions of the NYSE Standards. Specifically, Cadeler complies with the requirements of Sections 303A.06, 303A.11, 303A.12(b) and (c), and 303A.14 of the NYSE Listed Company Manual but otherwise follows its home country practice in lieu of the remaining requirements of Section 303A of the NYSE Listed Company Manual.

Below is a brief summary of the corporate governance practices adopted by Cadeler as a foreign private issuer that differ from those adopted by U.S. domestic issuers under the NYSE Standards:

*Independence requirements*

Under the NYSE Standards, listed companies must have at least a majority of independent directors and no director qualifies as "independent" unless the Board of Directors has affirmatively determined that the relevant director has no material relationship with the listed company (either directly or as a partner, shareholder or officer of an organization that has a relationship with the company).

The Cadeler Board has determined whether Cadeler Board members qualify as independent in accordance with the Norwegian Code of Practice (provided that the Cadeler Board has determined whether members of the Audit Committee qualify as independent pursuant to Rule 10A-3 under the Securities Exchange Act), rather than the NYSE Standards.

[Table of Contents](#)

*The Nomination Committee*

Under Section 303A.04 of the NYSE Listed Company Manual, U.S. domestic issuers are generally required to have a nominating/corporate governance committee composed entirely of independent directors, and further provide that the nomination committee must have a written charter addressing certain specified duties.

Cadeler has a nomination committee, the members of which qualify as independent under the Norwegian Code of Practice, however, the composition of Cadeler's nomination committee is determined by the election of its shareholders at each annual general meeting and, consistent with the Norwegian Code of Practice, members of the nomination committee are not required to be, and are not currently, members of the Cadeler Board. Cadeler's Articles of Association and its Corporate Governance Policy provide that the nomination committee shall consist of two or three members who shall be shareholders or shareholder representatives, each of whom is elected for a term of one or two years. Cadeler's nomination committee is required to make recommendations to the general meeting regarding the election of shareholder-elected members to the Cadeler Board and to the nomination committee but does not otherwise maintain a written charter consistent in scope with the requirements of the NYSE Standards.

*The Remuneration Committee*

Under the NYSE Standards, U.S. domestic issuers are generally required to have a compensation committee composed entirely of independent directors, each of whom must satisfy the heightened independence requirements specific to compensation committee membership set forth in Section 303A.02(a)(ii) of the NYSE Listed Company Manual. In addition, the NYSE Standards provide that the compensation committee must have a written charter that addresses certain specified duties.

Cadeler has a remuneration committee, the composition of which is determined by the Cadeler Board. In accordance with Cadeler's Corporate Governance Policy, only members of the Cadeler Board are permitted to serve on the remuneration committee. When designating members to the remuneration committee, the Cadeler Board considers all factors relevant to determine whether any member of the remuneration committee has a relationship to Cadeler which is material to that director's ability to be independent from management, though any such determination is made in accordance with the Norwegian Code of Practice rather than the independence requirements set out in the NYSE Standards. Cadeler's remuneration committee is required to advise the Cadeler Board on salaries and other remuneration payable to the members of the Cadeler Board and Cadeler's executive management but does not otherwise maintain a written charter consistent in scope with the requirements of the NYSE Standards.

*The Audit Committee*

In accordance with Section 303A.06 of the NYSE Listed Company Manual and Rule 10A-3 under the Securities Exchange Act, the Cadeler Board has an audit committee composed entirely of independent directors.

Under the NYSE Standards, however, U.S. domestic issuers are generally required to maintain an audit committee comprised of a minimum of three members and to have a written charter addressing certain specified duties and purposes. In addition, U.S. domestic issuers are generally required to have an internal audit function.

Consistent with the Norwegian Code of Practice, Cadeler does not require that its audit committee be comprised of three members and the audit committee may from time to time be, and currently is, comprised of two directors (provided that each shall have been determined to be independent in accordance with, or exempt from the requirements of, Rule 10A-3(b)(1) under the Securities Exchange Act). Cadeler's audit committee is responsible for oversight of, and reporting to, the Cadeler Board on the elements described in section 303A.07(b)(i)(A) of the NYSE Listed Company Manual but does not otherwise maintain a written charter consistent in scope with the requirements of the NYSE Standards. The Cadeler Group does not have an internal audit function.

[Table of Contents](#)

*Equity-compensation plans*

Under Section 303A.08 of the NYSE Listed Company Manual, shareholders of U.S. domestic issuers must be given the opportunity to vote on all equity compensation plans and any material revisions thereto, with certain limited exceptions. Cadeler has a written remuneration policy describing its practices with respect to the remuneration of the Cadeler Board and Cadeler's executive management. In accordance with Danish law, that policy is subject to a binding shareholder vote at least once every four years. All incentive programs offered to the Cadeler Board and/or Cadeler's executive management must comply with the framework set out in the remuneration policy. The practice of voting on specific equity compensation plans is not customary in Denmark nor required under Danish law and, accordingly, Cadeler's equity compensation plans are not generally subject to shareholder approval.

*CEO certification*

Under Section 303A.12(a) of the NYSE Listed Company Manual, the chief executive officer of each U.S. domestic issuer must certify to the NYSE each year that he or she is not aware of any violation by the listed company of the NYSE Standards, qualifying the certification to the extent necessary. As permitted by the NYSE Standards and in accordance with Danish law and regulations (which do not contemplate such certifications), Cadeler does not intend to submit such certifications.

**Item 16H. Mine Safety Disclosure**

Not applicable.

**Item 16I. Disclosures Regarding Foreign Jurisdictions that Prevent Inspections**

Not applicable.

**Item 16J. Insider Trading Policies**

Cadeler has adopted, and the Cadeler Board has approved, a policy setting out requirements in relation to dealings in Cadeler's securities by directors, officers or employees, as well as by Cadeler itself. Cadeler believes such policy is reasonably designed to promote compliance with insider trading laws, rules and regulations, and the exchange listing standards applicable to Cadeler. The Cadeler Board recognizes that it is the individual responsibility of each director, officer and employee to ensure he or she complies with Cadeler's policy on dealings in Cadeler's securities as well as all applicable insider trading laws.

The policy is filed as Exhibit 11.1 to this Annual Report on Form 20-F.

**Item 16K. Cybersecurity**

Cybersecurity risk management is an integral part of Cadeler's Health, Safety, Environmental and Quality (HSEQ) Management Principles & System.

Cadeler's overall cybersecurity program is based on the CIS Critical Security Controls (CIS18), supplemented by risk management procedures inspired by the ISO27001 security framework. These procedures include steps to assess the severity of cybersecurity threats across the Company, including onboard the Company's fleet of vessels, which are then consolidated into the Company's overall business risk register. The Company's executive management team is involved in these procedures and are updated yearly or in the case of major changes.

The controls implemented through the CIS18 framework ensure timely handling of relevant cybersecurity threats and incidents, including threats and incidents associated with the use of critical systems and applications provided by third-party service providers, for which relevant attestations are received. Cadeler's IT team also engages third-party security experts and strategic advisors for risk assessment, manual and technical security assessments of Cadeler's IT infrastructure, system enhancements and penetration testing. In addition, Cadeler's IT team provides awareness training for employees and critical third parties and conducts simulated phishing attempts against all employees at least annually.

[Table of Contents](#)

The Cadeler Board has overall oversight responsibility for Cadeler’s risk management, and delegates cybersecurity risk management oversight to the audit committee. The audit committee ensures that management develops processes to identify and evaluate cyber security risks and implements systems to manage and mitigate cybersecurity incidents.

The audit committee also reports material cybersecurity risks to the full Cadeler Board. Management is responsible for identifying, considering and assessing material cybersecurity risks on an ongoing basis, establishing processes to ensure that such potential cybersecurity risk exposures are monitored, putting in place appropriate mitigation measures and maintaining cybersecurity programs.

Cadeler’s cybersecurity program is under the direction of the Chief Financial Officer who receives reports from Cadeler’s IT team and monitors the prevention, detection, mitigation, and remediation of cybersecurity incidents. Cadeler’s IT organization is supported by external experts and security advisors to ensure adequate implementation and verification of cybersecurity countermeasures and mitigation strategies.

Management, including the Chief Financial Officer, and Cadeler’s IT team, regularly update the audit committee on the Company’s cybersecurity program, material cybersecurity risks and mitigation strategies and provide cybersecurity reports quarterly that cover, among other topics, third-party assessments of the Company’s cybersecurity program, developments in cybersecurity and updates to the Company’s cybersecurity program and mitigation strategies.

In 2024, Cadeler did not identify any cybersecurity threats that have materially affected or are reasonably likely to materially affect its business strategy, results of operations, or financial condition. However, despite its efforts, Cadeler cannot eliminate all risks from cybersecurity threats, or provide assurances that it has not experienced an undetected cybersecurity incident. For more information about these risks, please see Item 3.D. “Risk Factors—Risks Related to the Cadeler Group’s Business—A cybersecurity attack could materially disrupt the Cadeler Group’s business.”



**PART III**

**Item 17. Financial Statements**

See response to Item 18.

**Item 18. Financial Statements**

The Consolidated Financial Statements and Notes to the Consolidated Financial Statements on pages 142-224 of the Annual Report 2024 are incorporated herein by reference.

In accordance with Rule 405(a)(3) under Regulation S-T, this information (including tabular data) is reproduced under Item 8 herein tagged with Inline XBRL formatting, at the end of this Annual Report on Form 20-F.

***Reconciliation of non-IFRS financial measures***

In the financial statements, Cadeler discloses certain financial measures of the Cadeler Group's financial performance, financial position and cash flows that reflect adjustments to the most directly comparable measures calculated and presented in accordance with IFRS. The inclusion of non-IFRS measures has been expressly permitted by the Danish Business Authority and thereby exempted from the prohibition in Item 10(e)(1)(ii)(C) of Regulation S-K. However, these non-IFRS financial measures may not be defined and calculated by other companies in the same manner and may thus not be comparable with such measures.

Reference is also made to Item 5.A "Operating Results—Non-IFRS Financial Measures" of this Annual Report on Form 20-F and the section titled "Operating Results—Non-IFRS Financial Measures" on page 32 of the 2023 Annual Report on Form 20-F.

## Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Cadeler A/S

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Cadeler A/S (the Company) as of December 31, 2024, 2023, and 2022, the related consolidated statements of profit or loss and other comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2024, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024, 2023, and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with IFRS Accounting Standards as issued by the International Accounting Standards Board.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated March 25, 2025 expressed an unqualified opinion thereon.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

#### **Recognition of revenue from time charter and transportation and installation activities**

##### *Description of the Matter*

As discussed in note 3 to the consolidated financial statements, the Company recognized EUR 227 million in revenue from time charter and transportation and installation activities for the year ended December 31, 2024. Evaluating the criteria for recognizing revenue from contracts required management judgment in identifying performance obligations.

Auditing the Company's revenue from time charter and transportation and installation activities is a critical audit matter due to the complexity and efforts in assessing the services in the contracts and the judgement involved in determining whether the contracts contain one or more performance obligations.

## [Table of Contents](#)

<i>How We Addressed the Matter in Our Audit</i>	<p>We obtained an understanding, evaluated the design and tested the operating effectiveness of the Company's internal controls over the revenue recognition process, including management's review controls over the contracts and related determination of the performance obligations.</p> <p>Our audit procedures included, among others, inspection of customer contracts to understand the contracts. For a sample of customer agreements, we obtained and inspected the contract source documents and evaluated the Company's identification of distinct performance obligations and measurement methods against the principles in IFRS 15 <i>Revenue from Contracts with Customers</i> and IFRS 16 <i>Leases</i>.</p> <p>We also evaluated the adequacy of the Company's disclosures included in Note 3 to the consolidated financial statements.</p>
<i>Description of the Matter</i>	<p><b>Impairment testing of vessels and assets under construction</b></p> <p>As further discussed in note 13, the carrying amount of vessels and assets under construction was EUR 953 million and EUR 737 million, respectively.</p> <p>Management evaluates annually for indicators of impairment for assets under construction. Further, management tests vessels for impairment annually by determining the fair value less costs of disposal, based on valuations prepared by independent shipbrokers, and value-in-use, using discounted cash flow models. This requires management's judgment and estimates, particularly regarding assumptions used for projected revenue and operating expenses in the budget and discount rates.</p> <p>Auditing management's evaluation of impairment indicators and impairment tests was challenging and is a critical audit matter due to the involvement of management's independent shipbrokers and auditor valuation experts, and the sensitivity of the estimated future cash flows to the key assumptions described above.</p>
<i>How We Addressed the Matter in Our Audit</i>	<p>We obtained an understanding, evaluated the design and tested the operating effectiveness of the Company's internal controls over both the evaluation of impairment indicators for assets under construction and the annual impairment evaluation and testing process, including management's review over key assumptions applied.</p> <p>Our audit procedures included, among others, obtaining an understanding of management's evaluation of impairment indicators where we inspected management's analysis of internal, external, and sector specific sources of information, which encompassed current signed contracts and the expected day rates for the assets under construction.</p> <p>To test fair value less cost of disposal, we reviewed the work performed by the independent shipbrokers to assess their competence, capabilities and objectivity. We also assessed the appropriateness of the valuation methodology applied by the independent shipbrokers.</p> <p>To audit value-in-use, our audit procedures included, among others, obtaining an understanding of the methodology used, and the key assumptions applied to estimate future cash flows, by inspecting financial budgets and business plans. To test the Company's value-in-use calculations, we involved a valuation specialist to assist in evaluating and testing the key assumptions used in the estimate, including projected revenue, operating expenses, and discount rates against company-specific and market data. We performed sensitivity analyses of significant assumptions to evaluate the change in the value-in-use of the vessels and assets under construction and assess the historical accuracy of management's estimates against actual performance.</p> <p>We evaluated the adequacy of the Company's disclosures included in Note 13 to the consolidated financial statements.</p>

/s/ EY Godkendt Revisionspartnerselskab

We have served as the Company's auditor since 2015.

Copenhagen, Denmark

March 25, 2025

**Report of Independent Registered Public Accounting Firm**

To the Shareholders and the Board of Directors of Cadeler A/S

**Opinion on Internal Control Over Financial Reporting**

We have audited Cadeler A/S' internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), (the COSO criteria). In our opinion, Cadeler A/S (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated statements of profit or loss and other comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2024, and the related notes and our report dated March 25, 2025 expressed an unqualified opinion thereon.

**Basis for Opinion**

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's annual report on internal control over financial reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

**Definition and Limitations of Internal Control Over Financial Reporting**

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ EY Godkendt Revisionspartnerselskab

Copenhagen, Denmark

March 25, 2025

[Table of Contents](#)

**Item 19. Exhibits**

**A. Annual Report**

The following pages from the Annual Report 2024 (see Exhibit 15.1) are incorporated by reference into this Annual Report on Form 20-F. The content of websites, other sources, reports and materials referenced on these pages are not incorporated by reference into this Annual Report on Form 20-F.

	<u>Page(s) in the Annual Report</u>
Business Review	9-10
Cadeler Milestones	11
Finance Review	14-25
Regulatory	28-32
Corporate Governance	33-38
2025 Outlook	26
<b>Consolidated Financial Statements</b>	
Consolidated Statement of Profit or Loss and Other Comprehensive Income for the years ended December 31, 2024, 2023 and 2022	143
Consolidated Balance Sheet as of December 31, 2024 and 2023	144
Consolidated Statement of Changes in Equity at December 31, 2024, 2023 and 2022	145-146
Consolidated Statement of Cash Flows for the years ended December 31, 2024, 2023 and 2022	147
Notes to the Consolidated Financial Statements	148-224

**B. Remuneration Report**

The following pages from the Remuneration Report 2024 (see Exhibit 15.2) are incorporated by reference into this Annual Report on Form 20-F. The content of websites, other sources, reports and materials referenced on these pages are not incorporated by reference into this Annual Report on Form 20-F.

	<u>Page(s) in the Remuneration Report</u>
Board of Directors	5-6
Executive Management	7-10

[Table of Contents](#)

**C. Prospectus**

The following pages from the Prospectus (see Exhibit 15.3) are incorporated by reference into this Annual Report on Form 20-F. The content of websites, scientific articles and other sources referenced on these pages are not incorporated by reference into this Annual Report on Form 20-F.

	<u>Page(s) in the Prospectus</u>
Beneficial Ownership of Cadeler Securities	215-216
Business Combination Agreement	110-132
Other Transaction Agreements	133-134
Material Tax Consequences—Material U.S. Federal Income Tax Considerations	256-261

**D. Exhibits**

List of exhibits:

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of filing</u>
1.1	<a href="#">Articles of Association of Cadeler</a>	Filed together with this Annual Report on Form 20-F.
2.1	<a href="#">Description of the rights of Cadeler ADSs registered under Section 12 of the U.S. Exchange Act</a>	Incorporated by reference to Exhibit 2.1 to the 2023 Annual Report on Form 20-F.
2.2	<a href="#">Description of the rights of Cadeler Shares registered under Section 12 of the U.S. Exchange Act</a>	Filed together with this Annual Report on Form 20-F.
4.1	<a href="#">Shipbuilding Contract for the Construction and Sale of One (1) Wind Turbine Installation Vessel, dated May 9, 2022, between Cadeler and COSCO SHIPPING (Qidong) Offshore Co., Ltd</a>	Incorporated by reference to Exhibit 10.3 to Cadeler's Registration Statement on Form F-4 filed with the SEC on October 31, 2023.
4.2	<a href="#">Shipbuilding Contract for the Construction and Sale of One (1) Wind Turbine Installation Vessel, dated November 21, 2022, between Cadeler and COSCO SHIPPING (Qidong) Offshore Co., Ltd.</a>	Incorporated by reference to Exhibit 10.4 to Cadeler's Registration Statement on Form F-4 filed with the SEC on October 31, 2023.
4.3	<a href="#">Shipbuilding Contract for the Construction and Sale of One (1) Wind Turbine Installation Vessel, dated May 22, 2024, between Cadeler and COSCO SHIPPING (Nantong) Offshore Co., Ltd.*</a>	Filed together with this Annual Report on Form 20-F.
4.4	<a href="#">Form of Shipbuilding Contract of Daewoo Mangalia Heavy Industries S.A.</a>	Incorporated by reference to Exhibit 10.8 to Scorpio Bulkers Inc.'s Registration Statement on Form F-1 filed with the SEC on December 2, 2013.
4.5	<a href="#">Facility Agreement for a EUR 50,000,000 Loan Facility, dated November 15, 2023, entered into by and between Cadeler and HSBC</a>	Incorporated by reference to Exhibit 4.24 to the 2023 Annual Report on Form 20-F.
4.6	<a href="#">Increase Confirmation for the Holdco Facility, dated March 7, 2024, entered into by and between Cadeler and HSBC</a>	Incorporated by reference to Exhibit 4.25 to the 2023 Annual Report on Form 20-F.
4.7	<a href="#">Amendment Letter for the Holdco Facility, dated August 26, 2024, entered into by and between Cadeler and HSBC</a>	Filed together with this Annual Report on Form 20-F.

[Table of Contents](#)

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of filing</u>
4.8	<a href="#">Increase Confirmation under the Holdeo Facility, dated August 26, 2024, entered into by and among Cadeler, Standard Chartered Bank (Singapore) Limited and HSBC</a>	Filed together with this Annual Report on Form 20-F.
4.9	<a href="#">Facilities Agreement for Senior Secured Green Facilities of up to EUR 550,000,000, dated December 7, 2023, entered into by and among Cadeler, DNB, Rabobank, Credit Agricole, Danske Bank, OCBC, Standard Chartered Bank and Société Générale</a>	Incorporated by reference to Exhibit 4.26 to the 2023 Annual Report on Form 20-F.
4.10	<a href="#">Supplemental Agreement to Legacy Fleet Facility, dated August 6, 2024, entered into by and among Cadeler, DNB, Rabobank, Credit Agricole, Danske Bank, OCBC, Standard Chartered Bank and Société Générale</a>	Filed together with this Annual Report on Form 20-F.
4.11	<a href="#">Facility Agreement for Sinosure-backed Green Term Loan Facility of up to EUR 425,000,000, dated December 22, 2023, by and among Cadeler, DNB, Rabobank, Santander, Credit Agricole, CIC, HSBC, KfW-IPEX, OCBC, Société Générale, Sparebank 1 SR-Bank and Standard Chartered Bank</a>	Incorporated by reference to Exhibit 4.27 to the 2023 Annual Report on Form 20-F.
4.12	<a href="#">Facility Agreement for Eksfin-backed, EIFO-backed, Kexim and Commercial Green Term Loan Facility of up to EUR 212,132,587 entered into by and among Wind Maker Limited (formerly Seajacks 1 Limited), Société Générale, Credit Agricole, CIC, the Korea Development Bank and KfW-IPEX*</a>	Filed together with this Annual Report on Form 20-F.
4.13	<a href="#">Facility Agreement for Eksfin-backed, EIFO-backed, Kexim and Commercial Green Term Loan Facility of up to EUR 208,307,412 entered into by and among Wind Mover Limited (formerly Seajacks 4 Limited), Société Générale, Credit Agricole, CIC, the Korea Development Bank and KfW-IPEX*</a>	Filed together with this Annual Report on Form 20-F.
4.14	<a href="#">Facilities Agreement for Sinosure-backed, Eksfin-backed and Commercial Green Term Loan Pre-Delivery and Post-Delivery Facilities of up to EUR 525,000,000 entered into by and among Cadeler, DNB, Credit Agricole, CIC, HSBC, KfW-IPEX, OCBC, Rabobank, Santander, Société Générale, Sparebank 1 SR-Bank and Standard Chartered Bank*</a>	Filed together with this Annual Report on Form 20-F.
8.1	<a href="#">List of subsidiaries</a>	Filed together with this Annual Report on Form 20-F.
11.1	<a href="#">Internal Rules for Handling of Inside Information and Trading in Shares and Other Financial Instruments dated October 26, 2020</a>	Filed together with this Annual Report on Form 20-F.
12.1	<a href="#">Certification of Mikkel Gleerup, Chief Executive Officer of Cadeler, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>	Filed together with this Annual Report on Form 20-F.
12.2	<a href="#">Certification of Peter Brogaard Hansen, Chief Financial Officer of Cadeler, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>	Filed together with this Annual Report on Form 20-F.

[Table of Contents](#)

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of filing</u>
13.1	<a href="#">Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>	Filed together with this Annual Report on Form 20-F
15.1	<a href="#">Cadeler's Annual Report for the fiscal year ended December 31, 2024.</a>	Filed together with this Annual Report on Form 20-F. Certain of the information included within Exhibit 15.1, which is provided pursuant to Rule 12b-23(a)(3) of the U.S. Exchange Act, is incorporated by reference in this Annual Report on Form 20-F, as specified elsewhere in this Annual Report on Form 20-F. With the exception of the items and pages so specified, Exhibit 15.1 is not deemed to be filed as part of this Annual Report on Form 20-F.
15.2	<a href="#">Cadeler's Remuneration Report for the fiscal year ended December 31, 2024.</a>	Filed together with this Annual Report on Form 20-F. Certain of the information included within Exhibit 15.2, which is provided pursuant to Rule 12b-23(a)(3) of the U.S. Exchange Act, is incorporated by reference in this Annual Report on Form 20-F, as specified elsewhere in this Annual Report on Form 20-F. With the exception of the items and pages so specified, Exhibit 15.2 is not deemed to be filed as part of this Annual Report on Form 20-F.
15.3	<a href="#">Cadeler's Prospectus</a>	Incorporated by reference to Cadeler's Prospectus filed on November 7, 2023 pursuant to Rule 424(b)(3) under the U.S. Securities Act of 1933, as amended
15.4	<a href="#">Consent of EY Godkendt Revisionspartnerselskab</a>	Filed together with this Annual Report on Form 20-F.
97	<a href="#">Cadeler's Compensation Recoupment Policy</a>	Incorporated by reference to Exhibit 97 to the 2023 Annual Report on Form 20-F.
EX-101.SCH	XBRL Taxonomy Extension Schema Document	Filed together with this Annual Report on Form 20-F.
EX-101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	Filed together with this Annual Report on Form 20-F.
EX-101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	Filed together with this Annual Report on Form 20-F.
EX-101.LAB	XBRL Taxonomy Extension Labels Linkbase Document	Filed together with this Annual Report on Form 20-F.
EX-101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document	Filed together with this Annual Report on Form 20-F.
104	Cover page interactive data file (formatted as inline XBRL and contained in Exhibit 101)	Filed together with this Annual Report on Form 20-F.

\*Portions of this exhibit have been redacted pursuant to 4(a) of the Instructions as to Exhibits of Form 20-F.



**SIGNATURE**

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

CADELER A/S

/s/ Mikkel Gleerup

Name: Mikkel Gleerup

Title: Chief Executive Officer

Date: March 25, 2025

[Table of Contents](#)

**Item 8. Financial Information**

**Financial Statements and Supplementary Data**

**Index to Financial Statements**

	<u>Page</u>
<a href="#">Consolidated Statement of Profit and Loss and Other Comprehensive Income</a>	F-3
<a href="#">Consolidated Balance Sheet</a>	F-4
<a href="#">Consolidated Statement of Changes in Equity</a>	F-5
<a href="#">Consolidated Statement of Cash Flows</a>	F-6
<a href="#">Notes to the Consolidated Financial Statements</a>	F-7

# Consolidated Financial Statements

## Consolidated Statement of Profit or Loss and Other Comprehensive Income

EUR'000	Note	2024	2023	2022
Revenue	3	248,738	108,622	106,424
Cost of sales	4	(124,228)	(59,858)	(49,537)
<b>Gross profit</b>		<b>124,510</b>	<b>48,764</b>	<b>56,887</b>
Net other operating income and expenses	5	2,035	137	—
Administrative expenses	4	(57,101)	(34,458)	(15,696)
<b>Operating profit</b>		<b>69,444</b>	<b>14,443</b>	<b>41,191</b>
Financial income	9	5,233	1,541	4,031
Financial expenses	9	(7,200)	(4,486)	(9,681)
<b>Profit before income tax</b>		<b>67,477</b>	<b>11,498</b>	<b>35,541</b>
Income tax expense	10	(2,408)	—	—
<b>Profit for the period</b>		<b>65,069</b>	<b>11,498</b>	<b>35,541</b>
Profit for the period attributable to:				
Equity holders of the parent	11	65,069	11,498	35,541
<b>Earnings per share</b>				
Basic, profit for the period attributable to ordinary equity holders of the parent (EUR per share)	11	0.19	0.06	0.22
Diluted, profit for the period attributable to ordinary equity holders of the parent (EUR per share)	11	0.19	0.06	0.22
<b>Other comprehensive income/loss</b>				
<b>Items that may be reclassified to profit or loss</b>				
Exchange differences on translation of foreign operations		34,105	(6,724)	—
Cash flow hedges - changes in fair value	24	13,079	(18,505)	905
Cash flow hedges - items recycled	24	1,527	(776)	438
Cash flow hedges - cost of hedging	24	8,752	(3,621)	—
<b>Other comprehensive income/loss, net of tax</b>		<b>57,463</b>	<b>(29,626)</b>	<b>1,343</b>
<b>Total comprehensive income/loss for the period, net of tax</b>		<b>122,532</b>	<b>(18,128)</b>	<b>36,884</b>
Total comprehensive income attributable to:				
Equity holders of the parent		122,532	(18,128)	36,884

## Consolidated Balance Sheet

EUR '000	Note	2024	2023	2022
Intangible assets	12	18,190	16,947	419
Property, plant and equipment	13	1,712,266	1,085,632	606,204
Right-of-use assets	14	10,337	973	287
Leasehold deposits		1,014	1,220	238
Derivative assets	23, 24	6,593	338	3,376
<b>Total non-current assets</b>		<b>1,748,400</b>	<b>1,105,110</b>	<b>610,524</b>
Inventories	15	1,039	1,836	549
Trade and other receivables	16	62,986	30,552	18,235
Contract assets	16	37,609	8,880	19,999
Prepayments	17	16,643	9,562	1,699
Current derivative assets	23, 24	11,875	—	—
Current income tax receivable		—	12	12
Cash and cash equivalents	18	58,464	96,608	19,012
Total current assets		188,616	147,450	59,506
<b>Total assets</b>		<b>1,937,016</b>	<b>1,252,560</b>	<b>670,030</b>
Share capital	22	47,144	41,839	26,575
Share premium		1,099,495	952,858	509,542
Treasury shares		(1,283)	—	—
Reserves		29,180	(28,283)	1,343
Retained earnings / (accumulated losses)		59,358	(7,373)	3,108
<b>Total equity</b>		<b>1,233,894</b>	<b>959,041</b>	<b>540,568</b>
Provisions	20	—	4,813	—
Lease liabilities	14	9,697	392	—
Deferred tax liabilities	10, 21	11,972	10,191	—
Deferred revenue	3	1,747	1,778	1,326
Debt to credit institutions	23	539,854	204,773	114,230
Derivative liabilities	23, 24	16,205	17,957	2,108
<b>Total non-current liabilities</b>		<b>579,475</b>	<b>239,904</b>	<b>117,664</b>
Trade and other payables	20	43,595	32,636	8,822
Current provisions	20	841	2,086	—
Payables to related parties	27	223	162	89
Deferred revenue	3	45,590	12,103	1,831
Current lease liabilities	14	1,274	601	279
Current income tax liabilities		752	1,224	5
Current debt to credit institutions	23	31,163	799	772
Current derivative liabilities	23, 24	209	4,004	—
<b>Total current liabilities</b>		<b>123,647</b>	<b>53,615</b>	<b>11,798</b>
<b>Total liabilities</b>		<b>703,122</b>	<b>293,519</b>	<b>129,462</b>
<b>Total equity and liabilities</b>		<b>1,937,016</b>	<b>1,252,560</b>	<b>670,030</b>

## Consolidated Statement of Changes in Equity

EUR '000	Share capital	Share premium	Treasury shares	Reserves			(Accumulated losses)/ retained earnings	Total
				Hedging reserves	Cost of hedging reserves	Foreign currency translation reserve		
<b>2024</b>								
Beginning of financial year	41,839	952,858	—	(17,938)	(3,621)	(6,724)	(7,373)	959,041
Profit for the year	—	—	—	—	—	—	65,069	65,069
Other comprehensive income for the year, net of tax	—	—	—	14,606	8,752	34,105	—	57,463
<b>Total comprehensive profit for the year, net of tax</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>14,606</b>	<b>8,752</b>	<b>34,105</b>	<b>65,069</b>	<b>122,532</b>
Capital increase February 2024	5,301	149,567	—	—	—	—	—	154,868
Costs incurred in connection with February 2024 capital increase	—	(3,014)	—	—	—	—	—	(3,014)
Capital increase June 2024	4	84	—	—	—	—	—	88
Treasury shares	—	—	(1,283)	—	—	—	—	(1,283)
Share-based payments	—	—	—	—	—	—	1,662	1,662
<b>End of financial year</b>	<b>47,144</b>	<b>1,099,495</b>	<b>(1,283)</b>	<b>(3,332)</b>	<b>5,131</b>	<b>27,381</b>	<b>59,358</b>	<b>1,233,894</b>
<b>2023</b>								
Beginning of financial year	26,575	509,542	—	1,343	—	—	3,108	540,568
Profit for the year	—	—	—	—	—	—	11,498	11,498
Other comprehensive income for the year, net of tax	—	—	—	(19,281)	(3,621)	(6,724)	—	(29,626)
<b>Total comprehensive profit for the year, net of tax</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>(19,281)</b>	<b>(3,621)</b>	<b>(6,724)</b>	<b>11,498</b>	<b>(18,128)</b>
Registration of new shares in relation to business combination	15,264	450,271	—	—	—	—	—	465,535
Costs incurred in connection with listing	—	(6,955)	—	—	—	—	—	(6,955)
Changes from business combination	—	—	—	—	—	—	(23,113)	(23,113)
Share-based payments	—	—	—	—	—	—	1,134	1,134
<b>End of financial year</b>	<b>41,839</b>	<b>952,858</b>	<b>—</b>	<b>(17,938)</b>	<b>(3,621)</b>	<b>(6,724)</b>	<b>(7,373)</b>	<b>959,041</b>
<b>2022</b>								
Beginning of financial year	18,641	339,400	—	—	—	—	(32,785)	325,256
Profit for the year	—	—	—	—	—	—	35,541	35,541
Other comprehensive income for the year, net of tax	—	—	—	1,343	—	—	—	1,343
<b>Total comprehensive profit for the year, net of tax</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>1,343</b>	<b>—</b>	<b>—</b>	<b>35,541</b>	<b>36,884</b>
Capital increase May 2022	3,518	81,234	—	—	—	—	—	84,752
Costs incurred in connection with May 2022 capital increase	—	(2,305)	—	—	—	—	—	(2,305)
Capital increase October 2022	4,416	94,082	—	—	—	—	—	98,498
Costs incurred in connection with October 2022 capital increase	—	(2,869)	—	—	—	—	—	(2,869)
Share-based payments	—	—	—	—	—	—	352	352
<b>End of financial year</b>	<b>26,575</b>	<b>509,542</b>	<b>—</b>	<b>1,343</b>	<b>—</b>	<b>—</b>	<b>3,108</b>	<b>540,568</b>

## Consolidated Statement of Cash Flows

EUR'000	Note	2024	2023	2022
<b>Cash flow from operating activities</b>				
Profit for the period		65,069	11,498	35,541
Adjustments of non-cash items	19	59,000	31,709	23,959
Changes in working capital	19	(32,513)	20,174	(30,451)
Income tax paid		(1,747)	2	(13)
Interest received		3,292	—	—
<b>Net cash provided by operating activities</b>		<b>93,101</b>	<b>63,383</b>	<b>29,036</b>
<b>Cash flow from investing activities</b>				
Cash acquired in a business combination, net		—	10,403	—
Additions to property, plant and equipment	13	(615,542)	(66,899)	(224,606)
Disposal of property, plant and equipment		—	1,800	—
Additions to intangible assets		(410)	(31)	(228)
Movements to right-of-use assets		—	—	(574)
Leasehold deposits		206	—	—
<b>Net cash used in investing activities</b>		<b>(615,746)</b>	<b>(54,727)</b>	<b>(225,408)</b>
<b>Cash flow from financing activities</b>				
Principal repayment of lease liabilities		(1,961)	(569)	(228)
Interest paid		(19,689)	(7,143)	(4,234)
Proceeds from issue of share capital		154,956	—	183,250
Transactional costs on issues of shares		(3,014)	(6,955)	(5,174)
Repurchase of treasury shares		(1,283)	—	—
Bank charges		(2,368)	—	—
Proceeds from borrowing net of bank fees (of EUR 19.3 million in 2024)	23	365,975	199,935	113,459
Utilisation of overdraft facility	23	—	—	16,067
Repayment of loan	23	(10,630)	(115,000)	(65,000)
Settlement of overdraft facility	23	—	—	(25,065)
<b>Net cash provided by/(used in) financing activities</b>		<b>481,986</b>	<b>70,268</b>	<b>213,075</b>
<b>Net (decrease)/increase in cash and cash equivalents</b>		<b>(40,659)</b>	<b>78,924</b>	<b>16,704</b>
Cash and cash equivalents at beginning of the period		96,608	19,012	2,308
Effect of exchange rate on cash and cash equivalents		2,515	(1,328)	—
<b>Cash and cash equivalents at end of the period</b>		<b>58,464</b>	<b>96,608</b>	<b>19,011</b>

# **Notes to the Consolidated Financial Statements**



## Notes to the Consolidated Financial Statements

<a href="#">Note 1</a>	<a href="#">General Information</a>	F-9
<a href="#">Note 2</a>	<a href="#">Basis of Presentation and other significant accounting policies</a>	F-11
<a href="#">Note 3</a>	<a href="#">Revenue</a>	F-16
<a href="#">Note 4</a>	<a href="#">Expenses by nature</a>	F-22
<a href="#">Note 5</a>	<a href="#">Net other Operating Income and Expenses</a>	F-25
<a href="#">Note 6</a>	<a href="#">Employee compensation</a>	F-25
<a href="#">Note 7</a>	<a href="#">Long term incentive programmes</a>	F-28
<a href="#">Note 8</a>	<a href="#">Board of Directors and Executive Management Compensation</a>	F-31
<a href="#">Note 9</a>	<a href="#">Financial Income and Expenses</a>	F-32
<a href="#">Note 10</a>	<a href="#">Income Taxes</a>	F-33
<a href="#">Note 11</a>	<a href="#">Earnings Per Share (EPS)</a>	F-34
<a href="#">Note 12</a>	<a href="#">Intangible Assets</a>	F-35
<a href="#">Note 13</a>	<a href="#">Property Plant and Equipment</a>	F-37
<a href="#">Note 14</a>	<a href="#">Right-of-Use Assets and Lease liabilities</a>	F-45
<a href="#">Note 15</a>	<a href="#">Inventories</a>	F-47
<a href="#">Note 16</a>	<a href="#">Trade and Other Receivables</a>	F-48
<a href="#">Note 17</a>	<a href="#">Prepayments</a>	F-49
<a href="#">Note 18</a>	<a href="#">Cash and cash equivalents</a>	F-50
<a href="#">Note 19</a>	<a href="#">Statement of Cash Flows specifications</a>	F-52
<a href="#">Note 20</a>	<a href="#">Provisions, Trade and Other Payables</a>	F-52
<a href="#">Note 21</a>	<a href="#">Deferred Income Taxes</a>	F-53
<a href="#">Note 22</a>	<a href="#">Issued Share Capital</a>	F-54
<a href="#">Note 23</a>	<a href="#">Financial Risk Management</a>	F-55
<a href="#">Note 24</a>	<a href="#">Derivative Financial Instruments</a>	F-60
<a href="#">Note 25</a>	<a href="#">Financial Liabilities: Interest-bearing Loans and Borrowings</a>	F-64
<a href="#">Note 26</a>	<a href="#">Business Combination</a>	F-67
<a href="#">Note 27</a>	<a href="#">Related Party Transactions</a>	F-69
<a href="#">Note 28</a>	<a href="#">Commitments and Pledges</a>	F-71
<a href="#">Note 29</a>	<a href="#">Group Information</a>	F-72
<a href="#">Note 30</a>	<a href="#">Events After Reporting Period</a>	F-76
<a href="#">Note 31</a>	<a href="#">Authorisation of Financial Statements</a>	F-76

**Note 1**

## **General Information**

### **Corporate information**

Cadeler A/S (the “Company” or the “Group”) is incorporated and domiciled in Denmark. The address of its registered office is Kalvebod Brygge 43, DK-1560 Copenhagen, Denmark. The Company is listed on the New York Stock Exchange (ticker: CDLR) and the Oslo Stock Exchange (ticker: CADLR).

The Group is a global leader in offshore wind installation, operations, and maintenance services headquartered in Copenhagen, Denmark. The Group owns and operates five offshore jack-up windfarm installation vessels, Wind Orca, Wind Osprey, Wind Scylla, Wind Zaratan and the recently added Wind Peak. In addition to wind farm installation, these vessels can perform maintenance, construction, decommissioning, and other tasks within the offshore industry.

The consolidated financial statements of the Group are composed of the Financial Statements of Cadeler A/S and its subsidiaries (which are wholly owned by the Parent Company Cadeler A/S). For more information on the subsidiaries of Cadeler A/S please refer to Note 29.



Note 2

## Basis of Presentation and other significant accounting policies

### 2.1. Basis for preparation

The consolidated financial statements included in this Annual Report have been prepared in accordance with IFRS Accounting Standards (IFRS) as issued by the International Accounting Standards Board (IASB) and as endorsed by the EU and further requirements in the Danish Financial Statements Act.

The preparation of these consolidated financial statements in conformity with IFRS requires management to exercise its judgement in the process of applying the Company's accounting policies. It also requires the use of certain critical accounting estimates and assumptions. Areas involving a higher degree of judgement or complexity, or areas where estimates and assumptions are significant to the consolidated financial statements are further described in note 2.4.

The consolidated financial statements are presented in euros and all values are rounded to the nearest thousand, except when otherwise indicated.

The accounting policies set out in the notes have been applied consistently in the preparation of the consolidated financial statements for all the years presented unless stated otherwise below.

### Comparative figures

Consolidated figures for the financial year ended 31 December 2022 comprised the Parent Company, Cadeler A/S, Wind Osprey Ltd. and Wind Orca Ltd. In December 2023, Cadeler and Eneti merged, and from this point in time the consolidated figures also comprised Eneti and its subsidiaries (which are wholly owned by the Group). Therefore the activity of the Group is not fully comparable between 2024, 2023 and 2022. For more information on the subsidiaries of Cadeler A/S please refer to Note 29.

### Materiality

Our Annual Report is structured around the principle of materiality, focusing on information that holds relevance for the users of the consolidated financial statements. These consolidated financial statements encompass numerous transactions, which are grouped into categories based on their nature or function. These categories are then presented in the consolidated financial statements as required by IFRS and the Danish Financial Statements Act. When individual items are deemed immaterial, they are combined with other similar items in either the consolidated financial statements or the accompanying notes.

In line with IFRS guidelines for Danish listed companies, we include the necessary disclosures, unless the information is considered immaterial to the economic decision-making of the users or is not applicable in the context of the consolidated financial statements.

### Going concern assessment

The Company's Board of Directors and Executive Directors, have at the time of approving the consolidated financial statements, assessed that the Group has adequate resources to continue as a going concern at least 12 months after the balance sheet date.

Thus, the Group continues to adopt the going concern basis of accounting in preparing the consolidated financial statements.

### European Single Electronic Format (ESEF)

As a group with securities listed on a regulated market within the EEA, Cadeler A/S is required to prepare its official Annual Report in the XHTML format and to tag the main consolidated financial statements using inline eXtensible Business Reporting Language (iXBRL) applying a specific ESEF taxonomy. The annual report submitted to the Danish Financial Supervisory Authority consists of the XHTML document together with required technical files, all included in a ZIP file named cadeler-2024-12-31-en.zip.

As such, the Annual Report is both human- and machine-readable.

A separate assurance report on the iXBRL tagging of the consolidated financial statements is issued by Cadeler's independent auditors and included on page 252. For general use, a PDF version of the Annual Report is published in line with previous years.

**Note 2**

## **Basis of Presentation and other significant accounting policies**

*Continued from previous page*

### **2.2. General accounting policies**

This section introduces accounting policies and significant accounting estimates and judgements. A more detailed description of accounting policies and significant estimates and judgements related to specific reported amounts is presented in the respective notes. The purpose is to provide transparency on the disclosed amounts and to describe the relevant accounting policy, significant estimates and numerical disclosure for each note.

*Note 3 - Revenue recognition (including Deferred revenue)*

*Note 4 - Cost of sales and administrative expenses*

*Note 5 - Net other operating income and expenses*

*Note 6 - Employee compensation*

*Note 7 - Long term incentive programmes*

*Note 9 - Financial income and expenses*

*Note 10 - Income taxes*

*Note 11 - Earnings per share (EPS)*

*Note 12 - Intangible Assets (including Goodwill)*

*Note 13 - Property, plant and equipment (including Borrowing costs and Impairment of non-financial assets)*

*Note 14 - Right-of-use assets and lease liabilities*

*Note 15 - Inventories*

*Note 16 - Trade and Other Receivables*

*Note 18 - Cash and cash equivalents*

*Note 20 - Provisions, Trade and other payables*

*Note 22 - Issued Share capital*

*Note 23 - Lease liabilities*

*Note 24 - Derivatives and hedge accounting*

*Note 25 - Financial liabilities*

*Note 26 - Business combinations*

### **Principles of consolidation**

The consolidated financial statements include the parent company, Cadeler A/S, and all enterprises over which the parent company has control. Control of an enterprise exists when the Company has exposure, or rights to, variable returns from its involvement with the enterprise and has the ability to control those returns through its power over the enterprise. Accordingly, the consolidated financial statements of the Group are composed of the financial statements of the Company Cadeler A/S and its subsidiaries (which are wholly owned by the parent company, Cadeler A/S).

All intra-group assets and liabilities, equity, income, expenses and cash flows relating to transactions between group enterprises are eliminated in full on consolidation.

### **Currency translation**

The financial statements are presented in euro (EUR), which is also the functional currency of the parent company. For each entity in the Group, the Group determines the functional currency and items included in the financial statements of each entity are measured using that functional currency.

Transactions in a currency other than the EUR ("foreign currency") are translated into EUR using the exchange rates at the dates of the transactions. Foreign exchange differences resulting from the settlement of such transactions and from the translation of monetary assets and liabilities denominated in foreign currencies at the closing rates at the balance sheet are recognised in profit or loss. Non-monetary items measured at fair values in foreign currencies are translated using the exchange rates at the date when the fair values are determined.

Foreign exchange gains and losses impacting profit or loss are presented in the statement of profit and loss within financial income or financial expenses.

Note 2

## Basis of Presentation and other significant accounting policies

*Continued from previous page*

On consolidation, the assets and liabilities of foreign operations are translated into EUR at the rate of exchange prevailing at the reporting date, and their statements of profit or loss are translated at exchange rates prevailing at the dates of the transactions. The exchange differences arising on translation for consolidation are recognised in other comprehensive income. On disposal of a foreign operation, the component of other comprehensive income relating to that particular foreign operation is reclassified to profit or loss.

### **Other reserves and retained earnings**

Other reserves include hedging reserves, cost of hedging reserves, and foreign currency translation reserves. Hedging reserves reflect the changes in the fair value of derivative financial instruments designated as cash flow hedges. Cost of hedging reserves include the time value of options and other costs associated with hedging activities. Foreign currency translation reserves include the cumulative translation adjustments (CTA), which arise from the conversion of the financial statements of foreign operations into the reporting currency. Retained earnings include results from previous periods, changes to equity arising from business combination purchase price, and share-based payments.

### **Cash flow statement**

#### *Statement of cash flows*

The statement of cash flows shows the Group's cash flows for the year classified as operating, investing and financing activities, net changes for the year in cash and cash equivalents as well as the Group's cash and cash equivalents at the beginning and end of the year.

Positive amounts indicate cash inflows, whereas negative amounts indicate cash outflows.

#### *Cash flows from operating activities*

Cash flows from operating activities are stated as the profit/loss for the year adjusted for non-cash operating items such as depreciation, changes in working capital and income tax paid or received. Working capital includes current assets less current liabilities, excluding cash and cash equivalents and interest income.

#### *Cash flows from investing activities*

Cash flows from investing activities comprise cash flows from the acquisition and sale of non-current assets and businesses.

#### *Cash flows from financing activities*

Cash flows from financing activities comprise cash flows from instalments on lease liabilities, and interest paid as well as proceeds from issue of shares, treasury shares and debt as well as prepayment of borrowings.

### **2.3. Changes in accounting policies and disclosures**

#### *2.3.1. New accounting policies and disclosures*

The Group has adopted standards and interpretations effective as of 1 January 2024. Adoption of new and amended standards and interpretations had no material impact on the Group's consolidated financial statements.

#### *2.3.2. Standards issued but not yet effective*

IASB has issued a number of amended accounting standards (IFRS) and interpretations (IFRS IC). The Group has assessed these accounting standards and interpretations, and does not anticipate the amended standards to have any material impact on either the Group's figures or disclosures.

IFRS 18 Presentation and Disclosure in Financial Statements, which was issued in April 2024, becomes effective for reporting periods beginning on or after 1 January 2027 and thus has no impact on the Group's consolidated financial statements for 2024. The Group will assess the impact of these accounting standards on the Group's figures and disclosures.

The Group has not early adopted any standard, interpretation or amendments that have been issued but are not yet effective.

Note 2

## Basis of Presentation and other significant accounting policies

*Continued from previous page*

### 2.4. Material accounting judgements, estimates and assumptions

The preparation of the Group's consolidated financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, accompanying disclosures, and the disclosure of contingent liabilities. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are described below. The Group based its assumptions and estimates on parameters available when the consolidated financial statements were authorised for issuance. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances that are beyond the control of the Group. Such changes are reflected in the assumptions when they occur.

#### *Material estimates*

##### *Useful life of vessels*

The estimation made regarding the useful life of the O-Class vessels has been based on, among other things, an analysis made by an external expert. The determined fatigue analysis is based on the technical specification of the wind turbine installation vessels ("WTIV") and comparable vessels. The useful life of the vessels is estimated at 25 years.

In 2020, the Group acquired two vessels which had already been in use for eight years. Therefore, the remaining useful life of these vessels is estimated at 17 years for all components except the jacking system and main crane. These components have a remaining useful life of three years from the acquisition of the vessels. In 2023, the main crane of these vessels underwent an upgrade. The old main crane was disposed of, and the new main crane was capitalised in the current year, with its useful life set to align with the remaining useful life of the vessels.

In 2023, as part of the business combination, the Group acquired two additional vessels. One of these vessels was delivered in 2015 and the other in 2012. Similar to the vessels acquired in 2020, the estimated useful life of these vessels, 25 years when first acquired, depends on initial delivery. Therefore, their remaining useful lives at acquisition date were assessed to be 17 and 14 years respectively, and all components will have the same useful life. The depreciation will be calculated over the remaining useful life of these vessels.

The estimation made regarding the useful life of Wind Peak has been based on an internal technical analysis based on the technical specification of the vessel and validated by an external expert. The useful life of the vessel is estimated at 25 years.

The residual value, useful life, and methods of depreciation of property, plant, and equipment are reviewed at each financial year end and adjusted accordingly, if appropriate. No changes were made during 2024. For more information, refer to Note 13.

#### *Income tax*

##### *Pillar Two tax effects*

In October 2021, more than 130 countries agreed on a two-pillar approach to reform the international tax system. The Pillar Two rules are designed to ensure that multinational corporations with EUR 750 million or more in annual revenue pay a minimum effective corporate tax rate of 15% on income received in each jurisdiction in which they operate.

The principal jurisdictions in which the Group may be exposed to additional taxation under Pillar Two include Denmark, the United Kingdom, and Cyprus, all of which have enacted legislation implementing these rules. However, this legislation does currently not apply to the Group as its consolidated revenue is lower than EUR 750 million.

The Group continues to assess and monitor the potential future impact of the Pillar Two rules on its business. Based on the Group's initial assessment, a portion of its future income in these jurisdictions may be subject to top-up tax under the new rules, noting that international shipping income is excluded from the calculation of GloBE income under Pillar Two, and certain other exclusions may also apply.

Note 2

## Basis of Presentation and other significant accounting policies

*Continued from previous page*

### *Impairment of non-financial assets*

Management is responsible for the identification of internal and external indicators of impairment related to non-financial assets. If indicators of impairment are identified, an impairment test must be performed.

Impairment exists when the carrying amount of an asset including right-of-use assets or CGU exceeds its recoverable amount, which is the higher of fair value less costs of disposal and value in use. The fair value less costs of disposal calculation is based on available sales transactions conducted at arm's length terms, if available. The value in use calculation is based on a DCF model. The cash flows are derived from the budget and the most recent project pipeline. These cash flows do not include restructuring activities or significant future investments which will enhance the performance of the assets or CGU being tested.

The recoverable amount depends on the discount rate used in the DCF model as well as future cash in-flows and growth rate assumptions. For further information please refer to Note 13.

### *Material judgements*

#### *Identification of CGU for the purpose of goodwill impairment*

For the purpose of testing the Group's vessels, the impairment test is performed on a vessel-by-vessel basis.

For the purpose of testing goodwill for impairment, management has assessed that Cadeler has two cash generating units (CGUs), being

- the transport and installation of offshore wind turbine generators and foundation installation vessels (WTGFIV) and
- the maintenance of offshore wind turbine generators (O&MV)

The WTGFIV CGU is comprised of Cadeler's O-Class vessels, Wind Peak and Wind Scylla, which are largely interchangeable, and the cash flows generated by them are interdependent. These vessels are operated collectively, employed interchangeably, and actively managed to meet the needs of our customers in that market. Given the technical specifications of vessels, the WTGFIV vessels are relatively homogenous with a very high degree of interoperability. The O&MV CGU is comprised of the vessel Wind Zaratan, which has different specifications and independent and separable cash flows from the other vessels.

### *Revenue recognition*

Judgement is performed when determining if a contract contains one or more performance obligations. Judgement is performed as complexities arise when multiple types of promises to the customer are bundled.

Evaluating the criteria for revenue recognition requires management's judgement to assess and identify performance obligations within the contract. This includes assessing the nature of performance obligations and whether they are distinct or should be combined with other performance obligations to determine whether the performance obligations are satisfied over time or at a point in time.

In contracts where many activities are bundled, judgement is applied in the determination of the most adequate recognition method and the most adequate measure of progress. Both of the judgements have a primary impact on the timing and amount of revenue to be recognised.

Evaluating the criteria for revenue recognition of contracts with customer requires management's judgement to assess and determine the following:

- Identification of performance obligations within the contract, including assessing their nature and determining whether they are distinct or should be combined, as well as whether they are satisfied over time or at a point in time.
- Determine the transaction price, including an assessment of variable consideration in the contract.



**Note 2****Basis of Presentation and other significant accounting policies**

*Continued from previous page*

- In contracts where many performance obligation are bundled, the allocation of transaction price to performance obligations to determine the stand-alone selling price of each performance obligation identified in the contract using key assumptions which may include observable market and expected margin in the activities.

**Macroeconomic factors and climate risks**

As part of our commitment to transparency and risk management, Cadeler recognises the significance of macroeconomic factors and climate risks in financial evaluations. These factors are integral to assessing the useful lives and residual values of assets and conducting Discounted Cash Flow (DCF) analyses for impairment testing. Operating within the offshore wind installation sector, Cadeler's fleet supports the energy transition, a key driver of long-term demand.

Management has evaluated climate-related risks, including regulatory developments, technological advancements, and market shifts, and does not currently identify indicators requiring changes to our depreciation assumptions, residual values, or impairment outlook. Our vessels are designed to accommodate evolving industry requirements, mitigating the risk of obsolescence from climate policies or emissions regulations.

Cadeler's assessment considers potential financial impacts of climate-related risks, including operational disruptions from extreme weather, supply chain vulnerabilities, and shifting industry standards. While climate risks could influence project timing or infrastructure investments, there is no evidence suggesting a material impact on asset valuations. The useful life of our vessels is reviewed regularly in light of emerging industry trends, and current market conditions support the expectation that our assets will continue to generate economic benefits as planned. Additionally, our ongoing investments in modern, upgradeable vessels enhance adaptability to future regulatory changes, further supporting our financial assumptions.

Beyond climate risks, Cadeler monitors broader macroeconomic conditions, including inflationary pressures, interest rate fluctuations, and geopolitical uncertainties that may impact operations. The international macroeconomic situation is currently characterized by material uncertainty, mainly due to the elevated levels of public debt in many of the leading global economies, increasing interest and inflation rates, the war in Ukraine, the imposition of sanctions against Russia, conflict in the Middle East, European energy crises and global supply-chain constraints. The energy sector remains subject to volatility due to regulatory shifts and economic developments, and we remain proactive in integrating these factors into financial evaluations. Through continuous assessment and review, we ensure that our accounting policies reflect a comprehensive understanding of macroeconomic and climate-related risks, maintaining a robust approach to financial reporting and impairment analyses. For more information on the risks to which Cadeler is exposed, refer to the Finance review.

**Note 3****Revenue****Disaggregation of revenue from contracts with customers by activity**

The following table provides information about disaggregated revenue.

EUR '000	2024	2023	2022
<b>Revenue disaggregation</b>			
Time charter services and transportation and installation services	226,545	99,841	104,578
Other revenue, including fees earned for early termination by customers of contracts	22,193	8,781	1,846
<b>Total revenue</b>	<b>248,738</b>	<b>108,622</b>	<b>106,424</b>

For the year ended 31 December 2024, the lease component, included within time charter services and transportation and installation services, amounts to EUR 85 million (2023: EUR 79 million; 2022: EUR 91 million).

**Note 3****Revenue**

Continued from previous page

Cadeler Group's revenue for the year ended 31 December 2024 is allocated across regions, with 50% generated from Europe and 50% from the rest of the world (2023 and 2022: 100% from Europe).

**Contract assets and deferred revenue**

Customers are typically invoiced on a monthly basis, when the vessels are on contract. Sometimes contracts will recognise revenue for work performed and it will be reported as a contract asset until it is invoiced. For more information about contract assets at the reporting period, refer to Note 16.

Deferred revenue relates to consideration received from customers for the unsatisfied performance obligations. Revenue will be recognised when the related services are provided to the customers, which is almost entirely within 12 months.

EUR'000	2024	2023	2022
<b>Beginning of financial year</b>	13,881	3,157	16,156
Acquisition of businesses	—	1,913	—
Deferred during the period	45,360	10,670	2,857
Recognised as revenue during the period	(11,928)	(1,859)	(15,856)
Exchange differences	24	—	—
Total deferred revenue at end of period	47,337	13,881	3,157
Current	45,590	12,103	1,831
<b>Non-current</b>	<b>1,747</b>	<b>1,778</b>	<b>1,326</b>

**Major customers**

For the year ended 31 December 2024, revenue with 4 customers each exceeded 10% of total revenue. The revenue derived from these four customers was EUR 60 million, EUR 58 million, EUR 56 million and EUR 36 million respectively.

For the year ended 31 December 2023, revenue with three customers each exceeded 10% of total revenue. The revenue derived from these three customers was EUR 44.5 million, EUR 28.5 and EUR 22.7 million respectively.

For the year ended 31 December 2022, revenue with two customers each exceeded 10% of total revenue. The revenue derived from these two customers was EUR 52.4 million and EUR 53.2 million respectively.

**Operating segments and geographical information**

The Group operates five windfarm installation vessels, which are viewed as one segment. The vessels operate in a global market and are often redeployed to different regions due to changing customers or contracts. Accordingly, we report our operations as a single reportable segment.

**Note 3**

# Revenue

Continued from previous page

## Contract backlog

The Group's order backlog as of 31 December 2024 amounts to EUR 2.3 billion (2023: EUR 1.7 billion; 2022: EUR 0.9 billion). The table below includes signed contracts as of 31 December. EUR 428 million of the backlog pertains to contracts that management expect to recognise in 2025.

EUR million	Within 1 year	After 1 year	Total
<b>Contract backlog</b>			
Firm	372	1,534	1,906
Subject to exercise of counterparty options (non-contingent)	28	187	215
Subject to exercise of counterparty options (contingent)	28	187	215
<b>Total as of 31 December 2024</b>	<b>428</b>	<b>1,908</b>	<b>2,336</b>
Firm	176	1,201	1,377
Subject to exercise of counterparty options (non-contingent)	16	163	179
Subject to exercise of counterparty options (contingent)	16	163	179
<b>Total as of 31 December 2023</b>	<b>208</b>	<b>1,527</b>	<b>1,735</b>
Contract backlog as of 31 December 2022			
Firm	81	574	655
Subject to exercise of counterparty options (non-contingent)	2	123	125
Subject to exercise of counterparty options (contingent)	2	123	125
<b>Total as of 31 December 2022</b>	<b>85</b>	<b>820</b>	<b>905</b>

## Accounting policies

When accounting for revenue recognition, an assessment is performed on a contract-by-contract basis at contract inception.

Overall, the Group's contracts with customers comprise:

- Revenue from time charter contracts and time charter related activities (referred to as time charter revenue) and
- Revenue from transportation and installation activities (referred to as transportation and installation revenue stream).

The Group's accounting policies for each revenue stream are disclosed below.

## Time charter revenue

Revenue from time charter hire services are contracts with customers where the Group utilises its vessels, equipment and crew to deliver a service to the customer based on either a fixed day rate or milestone deliverables. Contracts may also include other promises such as mobilisation and demobilisation, catering and accommodation.

Revenue from time charter contracts is generated from two distinct activities: 1) leasing of vessels and 2) provision of services within wind farming projects, e.g. catering and accommodation, mobilisation, demobilisation and bunker services. As such, a time charter contract consists of a leasing component (the element relating to hire of the vessel) and a service component. These components are not treated or priced separately in the contracts, nor does the Group offer either of the services separately. The service component is within the scope of IFRS 15, while the leasing component is within the scope of IFRS 16.

**Note 3**

## **Revenue**

Continued from previous page

1. Leasing of vessels

The leasing component is recognised as revenue over time over the charter period. Payments from customers for the bareboat hire element are recognised over time in accordance with the length of the customer contract. Prepayments from customers for the leasing component are recognised as deferred revenue.

This lease components are classified as an operating lease, as such leases do not cover a significant part of the economic life of the vessels and the Group retains substantially all risks and rewards incidental to ownership of the vessels. Rental income from operating leases is recognised in profit or loss on an over time basis over the charter period and included in revenue as stated in the above section.

Initial direct costs incurred by the Group in negotiating and arranging operating leases are capitalised as other receivables and recognised as an expense in profit or loss over the lease term on the same basis as the lease income.

2. Provision of services within wind farming projects, e.g. catering and accommodation, mobilisation, demobilisation and bunker services

To determine revenue recognition for the service component of the time charter arrangements, the Group performs, in line with the requirements of IFRS 15, the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognise revenue when (or as) the entity satisfies a performance obligation.

Time charter revenue is recognised when control of the goods or services is transferred to the customer at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services. At contract inception, once the service component within the time charter contract is determined to be within the scope of IFRS 15, the Group assesses the goods and services promised within each contract and identifies as a performance obligation each good or service that is distinct. Revenue is recognised in the amount of the transaction price that is allocated to the respective performance obligation when (or as) the performance obligation is satisfied.

While the contracts contain several promises, these are usually considered highly interdependent and highly interrelated and as such considered as one single performance obligation recognised over time applying a relevant measure of progress. Assessment hereof is performed on a contract-by-contract basis.

Prepayments from customers for which the service component has yet to be provided are recognised as deferred revenue. Revenue is recognised as the service is being provided, being over the term of the related time charter contract. The Group recognises deferred contract costs for upfront costs of fulfilling a contract and present such as other receivables.

*Time charter related activities*

*Bunker services*

The Group is sometimes providing bunker services to help customers ensure that sufficient bunker is available to operate the vessels at the right time and in the right quality and quantity. As such, for certain projects the Group provides bunker procurement services and assumes responsibility for the logistics and handling of procured bunker.

Note 3

## Revenue

Continued from previous page

Management's assessment of whether a principal or agent relationship exists is based upon whether the Group has the ability to control the goods before they are transferred to the customer. This assessment is performed on a contract-by-contract basis at contract inception and takes into account various factors such as whether the Group takes legal title of the bunker and has the ability to direct the use of the bunker.

*Variable consideration related to time charter related activities*

Variable consideration, for example in respect of weather days and extension of time, is constrained at contract inception to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognised will not occur when the uncertainty associated with the variable consideration is subsequently resolved.

**Transportation & Installation (T&I) revenue**

Revenue from T&I represents contracts with customers where the Group utilises its vessels, equipment and crew to perform the transportation and installation of offshore wind turbine foundations as well as heavy lifting operations, decommissioning and planning and engineering.

Revenue from transportation and installation activities may, depending on the contract, represent one or more performance obligations.

Usually a fixed milestone payment schedule will be agreed upon. The transaction price may include variable elements, such as related to fuel, commodities, etc. Payment terms with customers are considered industry standard and do not include a significant financing component. To the extent possible, we obtain payment guarantees to minimise the credit risk during the contract term.

Revenue from T&I contracts is generated from two distinct activities: 1) leasing of vessels and 2) T&I service components. As such, those contracts consist of a leasing component (the element relating to hire of the vessel) and a service component. These components are not treated or priced separately in the contracts, nor does the Group offer either of the services separately. The service component is within the scope of IFRS 15, while the leasing component is within the scope of IFRS 16, as described above.

To determine revenue recognition for T&I service components, the Group performs in line with the requirements of IFRS 15 the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognise revenue when (or as) the entity satisfies a performance obligation. Revenue from contracts with customers is recognised when control of the goods or services is transferred to the customer at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services. At contract inception, once the T&I contract is determined to be within the scope of IFRS 15, the Group assesses the goods and services promised within each contract and identifies as a performance obligation each good or service that is distinct. Revenue is recognised in the amount of the transaction price that is allocated to the respective performance obligation when (or as) the performance obligation is satisfied.

In respect of T&I service components, the following main promises apply:

- Planning and engineering,
- Transport of monopiles and secondary steel from supply port to feeder port,
- Installation of monopiles and secondary steel offshore,
- Storage and handling at feeder port,
- Warranty

While the contracts contain several distinct promises, these are considered less interdependent and interrelated and as such are considered multiple performance obligations. Assessment hereof is performed on a contract-by-contract basis.

**Note 3**

## **Revenue**

Continued from previous page

Revenue is recognised over time as the service is being provided using a cost-to-cost method or straight-line recognition, depending on what better depicts the progress of each separate performance obligation. Prepayments from customers for which the service component has yet to be provided are recognised as deferred revenue and recognised as revenue over the period during which the services are performed.

*T&I related activities*

*Planning and engineering*

The Group provides planning and engineering services to the customer. Such revenue is recognised over time based upon percentage-of-completion whereby total costs incurred to date are compared with total forecast costs at completion of the planning and engineering services.

*Transportation of monopiles and secondary steel from supply port to feeder port*

The Group is engaged with transportation of monopiles and secondary steel from supply port to feeder port. Such revenue is recognised over time based upon percentage-of-completion, whereby total time spend on transportation is compared with total forecast time at completion of the transportation.

*Storage and handling at feeder port*

The Group has been tasked with the storage and handling of the material used in the installation. Such revenue is recognised over time based upon percentage-of-completion whereby total time spend on storage is compared with total forecast time at completion of the storage.

*Installation of monopiles and secondary steel offshore*

The Group has been tasked with the installation of monopiles and secondary steel offshore. Such revenue is recognised over time based upon percentage-of-completion, whereby total costs incurred to date are compared with total forecast costs at completion of the planning and engineering services.

*Warranty obligations*

The Group provides warranties for the repair of defects which are identified during the contract and within a defined period thereafter. In general, all are assurance-type warranties, as defined within IFRS 15, which the Group recognises under IAS 37.

*Variable consideration related to installation and transportation activities*

Variable consideration, for example in respect of steel prices, bunker prices etc., is constrained at contract inception to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognised will not occur when the uncertainty associated with the variable consideration is subsequently resolved.

**Lease and non-lease components of revenue**

The service component of time charter contracts is primarily derived from crewing costs with a markup. The lease component is calculated by applying the bareboat charter to the on-hire days.

**Deferred revenue**

Payments received in advance and reservation fees are deferred and recognised as current liabilities if the service or leasing component are due within one year or less. Otherwise, they are presented as non-current liabilities. Deferred revenue is recognised as revenue in profit or loss over time over the period during which the related service is performed.

**Contract cost**

Incremental costs of obtaining a contract and certain costs to fulfil a contract to be recognised as an asset if certain criteria are met. Any capitalised contract costs assets are amortised on a systematic basis that is consistent with the transfer of the related goods or services to the customer.

**Contract backlog (as of reporting date)**

The total value of all customer contracts, both firm and options, that are not yet recognised as revenue as of the reporting date, and includes all new contracts signed until the same reporting date of the annual or interim report. Firm days are counted at full committed amounts. Contract backlog in 2024 assumes 100% of counterparty options are exercised with 50% classified as non-contingent and the remaining 50% as contingent. The definition also includes any contracts where revenue recognition has started but not yet completed as of the reporting date. Contract backlog excludes vessel reservation agreements.

**Note 4**

**Expenses by nature**

EUR '000	Note	2024	2023	2022
<b>Cost of sales</b>				
Right-of-use asset depreciation	14	235	30	—
Insurance		2,754	1,573	1,933
Vessel depreciation	13	53,696	22,484	21,664
Impairment of property, plant and equipment	13	—	5,000	—
Crewing costs paid to a related party and an external party	27	—	—	61
Offshore employee compensation	6	32,285	15,921	13,089
Fuel and oil		2,976	711	1,113
Maintenance		7,886	5,121	4,039
Messing costs		2,948	1,448	1,428
Seafarer travel		7,110	2,835	2,589
Specific charter costs		10,776	4,052	2,623
Utilities		1,308	389	689
Other operating expenses		2,254	294	309
<b>Total cost of sales</b>		<b>124,228</b>	<b>59,858</b>	<b>49,537</b>
<b>Administrative expenses</b>				
Depreciation and amortisation	12, 13, 14	2,522	534	1,020
Onshore employee compensation	6	33,132	18,889	9,905
Repair and maintenance expenses		3,020	1,123	796
Legal and professional fees		7,576	2,122	1,047
Transaction costs		—	7,707	—
Rental expenses		1,757	751	582
Travel expense		1,988	985	612
Marketing and entertainment expenses		1,283	602	788
Other expenses		5,823	1,745	946
<b>Total administrative expenses</b>		<b>57,101</b>	<b>34,458</b>	<b>15,696</b>

Specific charter costs include the release of a provision for an onerous contract, amounting to EUR 1.6 million, resulting from the favourable terms of the signed compensation agreement.

Transaction costs in 2023 include all costs related to the business combination with Eneti, such as advisory, legal and consulting fees, which are included in administrative expenses.

**Accounting policies**

*Cost of sales and administrative expenses*

Cost of sales consists of expenses directly attributable to the Group's core activities, including seafarers payroll, vessel depreciation, and the operation and maintenance of vessels.

Administrative expenses, which include administrative staff costs, share-based compensation, management costs, office expenses, business combination transaction costs and other administration related expenses, are expensed as they are incurred.

Note 4

## Expenses by nature

*Continued from previous page*

### Auditor remuneration

Administrative expenses include fees to the auditors appointed by the shareholder at the Annual General Meeting:

EUR'000	2024	2023	2022
Statutory audit	2,016	474	125
Other assurance services	264	1,608	—
Tax services	9	2	105
Other services	22	606	51
<b>Total</b>	<b>2,311</b>	<b>2,690</b>	<b>281</b>

Statutory audit services consist of fees for professional services rendered by EY for the audit of our annual consolidated financial statements and services that are provided by the auditor in connection with statutory audit. For 2024, the fee includes services related to issuance of audit reporting on the design and operating effectiveness of the company's internal controls over financial reporting (SOX404b).

Other assurance services consist of review of interim financial information and, for 2023, include PCAOB re-audits for 2021 and 2022, as well as assurance reports in respect of pro-forma financial information in connection with regulatory filings.

Tax services consists of tax compliance services.

Other services consists of services provided for other permitted services, including fees for work performed in connection with the U.S. listing in December 2023.





**Note 5****Net other Operating Income and Expenses**

Other operating income and expenses for 2024 primarily consist of management fees earned from the operation of third - party vessels.

EUR'000	2024	2023	2022
Other operating income	2,286	3,000	—
Other operating expenses	(251)	(2,863)	—
<b>Net other operating income and expenses</b>	<b>2,035</b>	<b>137</b>	<b>—</b>

Other operating income and expenses for 2023 includes the net gain from the sale of the main cranes and spare parts of both O-Class vessels. The contract signed for the sale of both main cranes states a purchase price of EUR 1.5 million for each main crane. In the case of Wind Orca, the carrying amount of the main crane had been written down, reflecting the value that was expected from the disposal of the assets. Thus, an impairment loss of EUR 5 million was reflected in the statement of profit and loss. The Osprey main crane had been kept at its carrying amount since there was a gain from the disposal. The sale of both main cranes is driven by the main crane upgrades to the O-Class vessels.

**Accounting policies**

Other operating income and expenses, include transactions not related to the operations of the Group, such as, gains and losses on sale of non-current assets, and is generally recognised when it is probable that the benefits and losses associated with the transaction will flow to the Company and if the significant risks and rewards have been transferred to the buyer (generally when the transaction is finalised).

**Note 6****Employee compensation**

Onshore - presented within administrative expenses EUR'000	Note	2024	2023	2022
Wages and salaries		29,340	16,957	8,873
Employer's contribution to defined contribution plans		1,635	847	502
Share based payment expense	7	1,662	1,134	352
Other short-term benefits		495	611	178
<b>Total onshore employee compensation</b>		<b>33,132</b>	<b>19,549</b>	<b>9,905</b>
Average number of full time employees		242	113	70

As of 31 December 2023, employee compensation includes EUR 660 thousand related to bonus paid, included in transaction cost. For more information refer to Note 4, administrative expenses.

**Accounting policies**

Employee benefits are recognised as an expense, unless the cost qualifies to be capitalised as an asset.

**Note 6****Employee compensation***Continued from previous page*

Employee compensations include wages and salaries, including compensated absence and pensions, as well as other social security contributions made to the entity's employees or public & government authorities.

Offshore - presented within cost of sales EUR '000	Note	2024	2023	2022
Wages and salaries		30,043	14,056	11,693
Employer's contribution to defined contribution plans		2,059	1,124	1,082
Other short-term benefits		183	741	314
<b>Total offshore employee compensation</b>		<b>32,285</b>	<b>15,921</b>	<b>13,089</b>
Average number of full time employees		364	182	162

Total EUR '000	Note	2024	2023	2022
Wages and salaries		59,383	31,013	20,566
Employer's contribution to defined contribution plans		3,694	1,971	1,584
Share based payment expense	7	1,662	1,134	352
Other short-term benefits		678	1,352	492
<b>Total employee compensation</b>		<b>65,417</b>	<b>35,470</b>	<b>22,994</b>
Average number of full time employees		606	295	232
Number of employees at the end of the reporting period		659	570	232

Eneti employees, both onshore and offshore, joined the Group by the end of December 2023. Thus, average number of full-time employees as of 2023 reflects the number of employees in Eneti divided by 12 months. Eneti had 99 onshore full time employees and 176 seafarers by the end of 2023.

Labour costs related to certain employees who are working on the management of the newbuilding process have been capitalised. These capitalised costs amounted to EUR 2.7 million in 2024, EUR 1.1 million in 2023 and EUR 900 thousands in 2022 and are recognised under assets under construction.



Note 7

## Long term incentive programmes

The following share-based long-term incentive programmes were in place as of 31 December 2024:

(i) In January 2022, the Executive Management and select employees were granted from 10,393 to 55,430 Restricted Share Units (RSU) which fully vested and were issued in July 2024. The total fair value of the RSU allocation is calculated based on the Company's closing share price on Nasdaq Copenhagen A/S on the day of grant, and the value is EUR 394 thousand (EUR 3.3 per RSU). The expense recognised in profit and loss for the year amounts to EUR 53 thousand (EUR 143 thousand in 2023; EUR 157 thousand in 2022).

(ii) In January 2022, the Executive Management and select employees were granted from 10,393 to 55,430 Options in Cadeler shares, which fully vested in May 2024 and expire in April 2027. The strike price ranged from NOK 36.02 to NOK 38.42, depending on the exercise period. The fair value of these options was EUR 160 thousand (EUR 1.3 per RSU) as determined at grant date using the Black-Scholes model. The expense recognised in profit and loss for the year amounts to EUR 13 thousand (EUR 62 thousand in 2023; EUR 69 thousand in 2022). The average remaining contractual life for the options as of 31 December 2024 is 2.3 years.

For the programmes described in (i) and (ii) above, the annualised volatility of the shares of 48.1% is based on the historical volatility of the price of shares, annual risk-free interest rate of 1%, dividend yield of zero, expected life until expiration date and average share price of EUR 3.7.

(iii) In May 2022, the Executive Management and select employees were granted from 43,420 to 221,719 Options in Cadeler shares, which will vest in May 2025 and expire in May 2028. The strike price will be NOK 40.24 and is conditional upon continued employment at Cadeler. The fair value of these options is EUR 761 thousand (EUR 1.3 per RSU) as determined at grant date using the Black-Scholes model. The expense recognised in profit and loss for the year amounts to EUR 237 thousand (EUR 237 thousand in 2023; EUR 114 thousand in 2022). The average remaining contractual life for the options as per 31 December 2024 is 3.3 years. The annualised volatility of the shares of 42.5% is based on the historical volatility of the price of shares, annual risk-free interest rate of 2.8%, dividend yield of zero, expected life until expiration date and average share price of EUR 3.7.

(iv) In January 2023, the Executive Management and select employees were granted from 19,760 to 130,416 Restricted Share Units, which will vest in July 2025 and are conditional upon continued employment at Cadeler. The fair value of the RSU's is EUR 1.2 million (EUR 3.0 per RSU) as determined at grant date using the Black-Scholes model. The expense recognised in profit and loss for the year amounts to EUR 468 thousand (EUR 498 thousand in 2023). The average remaining contractual life as of 31 December 2024 is 0.5 years. The average share price is NOK 36.56.

(v) In August 2023, the Executive Management and select employees were granted from 88,920 to 385,320 Options in Cadeler shares which will vest in August 2026 and expire in August 2029. The strike price will be NOK 45.49 and vesting is conditional upon continued employment at Cadeler. The fair value of these options is EUR 2.2 million (EUR 1.8 per option) as determined at grant date using the Black-Scholes model. The expense recognised in profit and loss for the year amounts to EUR 419 thousand (EUR 250 thousand in 2023). The average remaining contractual life of the options as of 31 December 2024 is 4.5 years. The annualised volatility of the shares of 61.0% is based on the historical volatility of the price of shares, annual risk-free interest rate of 2.68%, dividend yield of zero, expected life until expiration date and average share price of EUR 3.7.

(vi) In May 2024, the Executive Management was granted a total of 193,011 Restricted Share Units, which will vest at the end of May 2027. The RSU's expire at the end of May 2030 and are conditional upon continued employment at Cadeler. The fair value of the RSU's is EUR 1.1 million (EUR 5.6 per RSU) as determined at grant date using the Black-Scholes model. The expense recognised in profit and loss for the year amounts to EUR 206 thousand. The average remaining contractual life as of 31 December 2024 is 5.4 years. The average share price used is NOK 64.2.

Note 7

## Long term incentive programmes

*Continued from previous page*

(vii) In May 2024, the Executive Management and select employees were granted from 140.372 to 245.651 Options in Cadeler shares, which will vest at the end of May 2027 and expire at the end of May 2030. The strike price will be NOK 74.32 and vesting is conditional upon continued employment at Cadeler. The fair value of these options is EUR 1.4 million (EUR 1.4 per option) as determined at grant date using the Black-Scholes model. The expense recognised in profit and loss for the year amounts to EUR 265 thousand. The average remaining contractual life of the options as of 31 December 2024 is 5.4 years. The annualised volatility of the shares of 31.2% is based on the historical volatility of the price of shares, annual risk-free interest rate of 3.63%, dividend yield of zero, expected life until expiration date, and average share price of NOK 64.2.

### Accounting policies

#### Share-based payments

Employees (including senior executives) of the Group receive remuneration in the form of share-based payments, whereby employees render services as consideration for equity instruments (equity-settled transactions).

#### Equity-settled transactions

The cost of equity-settled transactions is determined by the fair value at the date when the grant is made using an appropriate valuation model.

That cost is recognised in employee benefits expenses, together with a corresponding increase in equity (retained earnings), over the period in which the service and, where applicable, the performance conditions are fulfilled (the vesting period). The cumulative expense recognised for equity-settled transactions at each reporting date until the vesting date reflects the extent to which the vesting period has expired and the Group's best estimate of the number of equity instruments that will ultimately vest. The expense or credit in the statement of profit or loss for a period represents the movement in cumulative expense recognised as at the beginning and end of that period.

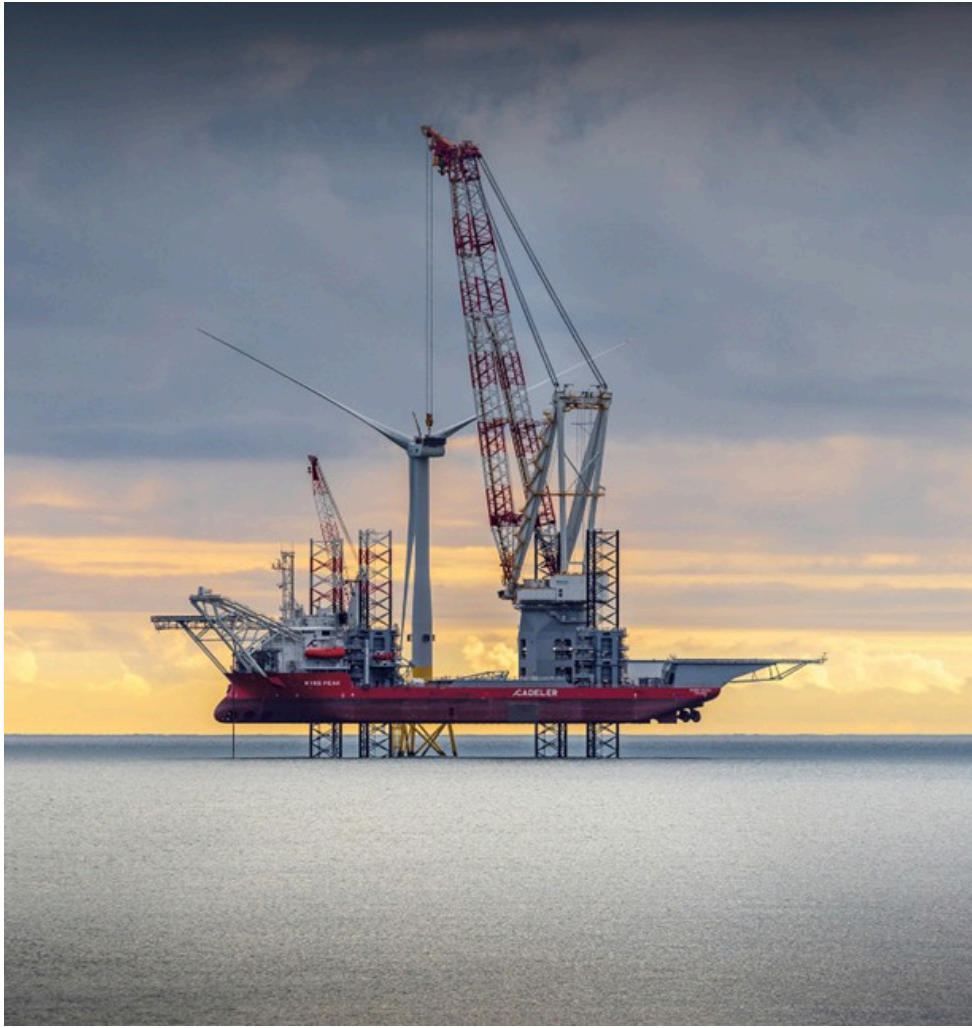
Service and non-market performance conditions are not taken into account when determining the grant date fair value of awards, but the likelihood of the conditions being met is assessed as part of the Group's best estimate of the number of equity instruments that will ultimately vest. Market performance conditions are reflected within the grant date fair value.

Any other conditions attached to an award, but without an associated service requirement, are considered to be non-vesting conditions. Non-vesting conditions are reflected in the fair value of an award and lead to an immediate expensing of an award unless there are also service and/or performance conditions.

No expense is recognised for awards that do not ultimately vest because non-market performance and/or service conditions have not been met.

Where awards include a market or non-vesting condition, the transactions are treated as vested irrespective of whether the market or non-vesting condition is satisfied, provided that all other performance and/or service conditions are satisfied.

The dilutive effect of outstanding options is reflected as additional share dilution in the computation of diluted earnings per share in a loss situation only if loss per share decreases.



Note 7

## Long term incentive programmes

Continued from previous page

Outstanding instruments – Options	2024				2023				2022			
	Executive management		Other employees		Executive management		Other employees		Executive management		Other employees	
	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>
<b>Outstanding at 1 January</b>	967,029	3.47	894,123	3.46	344,589	3.16	330,963	3.15	—	—	—	—
Granted during the year	386,023	6.24	631,674	6.24	622,440	3.64	563,160	3.64	344,589	3.16	330,963	3.15
Forfeited during the year	—	—	—	—	—	—	—	—	—	—	—	—
Exercised during the year	—	3.03	(38,108)	—	—	—	—	—	—	—	—	—
Expired during the year	—	—	—	—	—	—	—	—	—	—	—	—
<b>Outstanding at 31 December</b>	<b>1,353,052</b>	<b>4.39</b>	<b>1,487,689</b>	<b>4.76</b>	<b>967,029</b>	<b>3.47</b>	<b>894,123</b>	<b>3.46</b>	<b>344,589</b>	<b>3.16</b>	<b>330,963</b>	<b>3.15</b>

Outstanding instruments - RSU	2024				2023				2022			
	Executive management		Other employees		Executive management		Other employees		Executive management		Other employees	
	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>
<b>Outstanding at 1 January</b>	245,126	—	271,327	—	55,430	—	65,823	—	—	—	—	—
Granted during the year	193,011	—	—	—	189,696	—	205,504	—	55,430	—	65,823	—
Forfeited during the year	—	—	—	—	—	—	—	—	—	—	—	—
Exercised during the year	(55,430)	—	(65,823)	—	—	—	—	—	—	—	—	—
Expired during the year	—	—	—	—	—	—	—	—	—	—	—	—
<b>Outstanding at 31 December</b>	<b>382,707</b>	<b>—</b>	<b>205,504</b>	<b>—</b>	<b>245,126</b>	<b>—</b>	<b>271,327</b>	<b>—</b>	<b>55,430</b>	<b>—</b>	<b>65,823</b>	<b>—</b>

<sup>1</sup>EUR Weighted average exercise price (WAEP).

Note 8

## Board of Directors and Executive Management Compensation

EUR '000	2024			2023			2022		
	Board of directors	Executive management	Total	Board of directors	Executive management	Total	Board of directors	Executive management	Total
Wages, salaries and board fees	334	1,050	1,384	183	850	1,033	180	683	863
Share based payment	—	957	957	—	588	588	—	173	173
Other short-term benefits	—	41	41	—	55	55	—	36	36
Cash bonus	—	1,197	1,197	—	1,155	1,155	—	482	482
<b>Total management compensation</b>	<b>334</b>	<b>3,245</b>	<b>3,579</b>	<b>183</b>	<b>2,648</b>	<b>2,831</b>	<b>180</b>	<b>1,374</b>	<b>1,554</b>

### Executive Management

Executive Management means the members of the Executive Management which are registered with the Danish business authority and who also have the authority and responsibility for the planning, directing and controlling activities of the Company as defined by IAS 24. As such, Executive Management is considered Chief Operating Decision Makers (CODM) as defined by IFRS 8.

### Board of Directors

Andreas Sohmen-Pao and Andreas Beroutsos are employed by the BW Group. These board members have not received remuneration from Cadeler in 2022, 2023 and 2024. Andreas Beroutsos stepped down from the Board with effect from 25 April 2023. On the same date, Andrea Abt joined the Board.



**Note 8**

## Board of Directors and Executive Management Compensation

*Continued from previous page*

David Peter Cogman is employed by the Swire Group and has not received remuneration from Cadeler in 2021, 2022 and 2023. David Peter Cogman stepped down from the Board with effect from 16 June 2023 along with Connie Hedegaard.

On 20 February 2024, Emanuele Lauro and James Nish joined the Board. Emanuele Lauro is the Director and Chief Executive Officer of Scorpio Holdings Limited considered a related party (See Note 27).

On 23 April 2024, Jesper T. Lok left the Board of Directors and Colette Cohen was elected to serve a two year term through the 2026 AGM.

On 11 November 2024, Thomas Thune Andersen was elected as a new member of the Board of Directors.

**Note 9**

## Financial Income and Expenses

EUR'000	2024	2023	2022
Foreign currency gain	1,511	109	3,424
Fair value change of derivative (ineffectiveness)	428	—	363
Interest income	3,294	1,432	244
<b>Financial income</b>	<b>5,233</b>	<b>1,541</b>	<b>4,031</b>

EUR'000	2024	2023	2022
<b>Interest expense</b>			
– Interest linked to debt liabilities	2,368	2,851	1,351
– Interest with related parties	—	—	157
Guarantee charges	581	—	—
Fair value change of derivative (ineffectiveness)	—	765	—
Lease liabilities	428	25	21
Foreign currency loss	3,322	389	7,834
Bank fees	501	456	318
<b>Financial expenses</b>	<b>7,200</b>	<b>4,486</b>	<b>9,681</b>

Total interest paid in 2024 as per Consolidated Statement of Cash Flows amounts to EUR 19.7 million (2023: EUR 7.1 million; 2022: EUR 4.2 million), which has been capitalised to Property, Plant and Equipment. For more information refer to Note 13. Interest linked to debt liabilities include EUR 2.4 million (2023: EUR 1.9 million; 2022: EUR 0.9 million) due to write off of loan fees related to previous debt facilities. Additionally in 2023, EUR 1.0 million from the amendment to prior debt facility in June 2023.

**Accounting policies**

Finance income and expenses comprise interest income and expenses and realised and unrealised exchange rate gains and losses on transactions denominated in foreign currencies as well as fair value adjustments related to the ineffective part of the financial instruments.

Interest income and interest expenses are recognised using the effective interest rate. The effective interest rate is the discount rate that is used to discount expected future cash payments or receipts through the expected life of the financial asset or financial liability to the amortised cost (the carrying value) of such asset or liability.

Note 10

## Income Taxes

EUR'000	2024	2023	2022
<b>Income tax expense</b>			
<b>Tax expense attributable to profit is made up of:</b>			
Current tax	(1,271)	—	—
Movement on deferred tax	(1,137)	—	—
<b>Total Income tax expense</b>	<b>(2,408)</b>	<b>—</b>	<b>—</b>

Tax expenses comprise the expected income tax charge for the year in accordance with IAS 12. The majority of the Group's taxable income is generated from its vessel operating entities in Denmark and UK. The tax base of the Groups' vessel assets is held by wholly owned subsidiaries located in Cyprus, UK and Japan. The Group routinely evaluates its exposure to local income taxes (Permanent Establishments) relating to its foreign operations which can result in additional current foreign taxes.

An expansion of the Danish tonnage tax regime to cover wind farm installation vessels was passed in January 2020 with retroactive effect from 2017, inclusive. On 15 December 2020, Cadeler A/S received a binding ruling from the Danish Tax Authorities. As a result, management has applied the Danish Tonnage Taxation since 2021.

The recorded tonnage tax expense for 2024 in Denmark and Cyprus amount to EUR 0 thousand and EUR 5 thousand respectively (2023 and 2022: EUR 0 thousand and EUR 5 thousand, respectively). Tonnage taxes in Denmark amount to EUR 0 due to utilization of tax losses.

As announced in the UK Budget 2023, a 'window of opportunity' was created for entry to the UK Tonnage Tax regime. In November 2024, the UK subsidiary group elected to participate in the UK Tonnage Tax regime, effective on 1st January 2025. Entities within the UK subsidiary group that are not considered within the scope of the UK Tonnage Tax will continue to be subject to their local corporate tax regime.

The Group continues to assess the potential impact of the Pillar Two rules on future reporting periods. See Note 2 for further details.

EUR'000	2024	2023	2022
<b>Effective tax rate</b>			
<b>Tax expense attributable to profit is made up of:</b>			
Profit before income tax	67,477	11,498	35,541
DK corporation tax	—	—	—
UK corporation tax	—	—	—
TW corporation tax	1,271	—	—
Deferred tax	1,137	—	—
Income tax expense, reported	2,408	—	—
<b>Effective tax rate (%)</b>	<b>3.6 %</b>	<b>0.0 %</b>	<b>0.0 %</b>

### Accounting policies

#### Income tax

Current income tax for current and prior periods is recognised at the amount expected to be paid to or recovered from the tax authorities, using the tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date.

Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions, where appropriate, on the basis of amounts expected to be paid to the tax authorities.

Deferred income tax is recognised for all temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements except when the deferred tax arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss and does not give rise to equal taxable and deductible temporary differences.

**Note 10****Income Taxes**

*Continued from previous page*

Deferred income tax is measured at the tax rates that are expected to apply when the related deferred income tax asset is realised or the deferred income tax liability is settled, based on tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date.

Current and deferred income taxes are recognised as income or expenses in profit or loss, except to the extent that the tax arises from a transaction which is recognised directly in equity.

**Tonnage tax**

Under the scheme, ship-owners (or bareboat charterers) pay a fixed tax amount per net tonne at their disposal rather than paying taxes based on taxable income, expenses, and depreciation. The Group has participated in the Danish scheme since 27 November 2020 and has joined the UK tonnage scheme, effective 1st January 2025.

As the vessels are owned and registered by subsidiaries in jurisdictions other than Denmark, the Group is also subject to tonnage taxation in such jurisdictions. This tonnage taxation is calculated based on a fixed tax amount per tonne.

This scheme is based on a notional income derived from tonnage capacity and not based on the entities' actual income and expenses, the Group does not consider the scheme to fall under the rules of IAS 12. Consequently, the tonnage tax expenses are not presented as part of tax expense in the statement of profit and loss, but are recognised under costs of sales.

**Note 11****Earnings Per Share (EPS)**

The following table reflects the income and share data used in the basic and diluted EPS calculations:

EUR'000	2024	2023	2022
<b>Profit attributable to ordinary equity holders of the parent for basic earnings</b>	<b>65,069</b>	<b>11,498</b>	<b>35,541</b>
Thousands	2024	2023	2022
<b>Weighted average number of ordinary shares for basic EPS<sup>1</sup></b>	<b>345,979</b>	<b>201,362</b>	<b>163,219</b>
Effect of dilution from share based payments programme	980	1,861	676
<b>Weighted average number of ordinary shares adjusted for the effect of dilution<sup>1</sup></b>	<b>346,959</b>	<b>203,223</b>	<b>163,895</b>

There have been no other transactions involving ordinary shares or potential ordinary shares between the reporting date and the date of authorisation of these consolidated financial statements.

<sup>1</sup> The weighted average number of shares takes into account the weighted average effect of share based payments during the year.

The weighted average number of ordinary shares takes into account the weighted average effect of share-based payments during the period as well as issuance of shares in connection with private placement on 15 February 2024, resulting in the issuance of 39.5 million share, the private placement on 26 June 2024, resulting in the issuance of 28 thousand shares and the share buy-back program, resulting in the repurchase of 215 thousand shares. In December 2023, 114 million shares were issued for this business combination with Eneti.

**Accounting policies**

The Company calculates Basic EPS by dividing the profit for the year attributable to ordinary equity holders of the parent by the weighted average number of ordinary shares outstanding during the year.

**Note 11**

## Earnings Per Share (EPS)

*Continued from previous page*

Diluted EPS is calculated by dividing the profit attributable to ordinary holders of the parent by the weighted average number of ordinary shares outstanding during the year plus the weighted average number of ordinary shares that would be issued on conversion of all the dilutive potential ordinary shares into ordinary shares.

**Note 12**

## Intangible Assets

EUR'000	2024			2023			2022
	Software	Goodwill	Total	Software	Goodwill	Total	Software
<b>Cost</b>							
Beginning of period	693	16,707	17,400	662	—	662	434
Acquisition of businesses	—	—	—	—	16,919	16,919	—
Additions	410	—	410	31	—	31	228
Disposals	(38)	—	(38)	—	—	—	—
Exchange differences	4	1,056	1,060	—	(212)	(212)	—
<b>31 December</b>	<b>1,069</b>	<b>17,763</b>	<b>18,832</b>	<b>693</b>	<b>16,707</b>	<b>17,400</b>	<b>662</b>
<b>Accumulated depreciation</b>							
Beginning of period	453	—	453	243	—	243	32
Depreciation charge	189	—	189	210	—	210	211
<b>31 December</b>	<b>642</b>	<b>—</b>	<b>642</b>	<b>453</b>	<b>—</b>	<b>453</b>	<b>243</b>
<b>Net book value</b>	<b>427</b>	<b>17,763</b>	<b>18,190</b>	<b>240</b>	<b>16,707</b>	<b>16,947</b>	<b>419</b>

Software additions during 2024 and 2023 are mainly related to developments of the Company's software solutions.

Additions in 2022 primarily reflect developments of the Enterprise Resource Planning (ERP) system, as well as Vessel and Crew Management software.

Goodwill of EUR 16.9 million was recognised on 19 December 2023 relating to the Eneti acquisition. The Group has two CGUs being the transport and installation of offshore wind turbine generators and foundations vessels (WTGFIV), Cadeler's O-Class vessels, Wind Peak and Scylla; and the maintenance of offshore wind turbine generators (O&MV) cash-generating unit, comprising Zaratan.

Goodwill arising from the acquisition of Eneti is allocated to a single cash generating unit (CGU), being the transport and installation of offshore wind turbine generators and foundation installation vessels (WTGFIV) as it is from this CGU that the synergies are expected to arise.

The Company has performed an impairment test on the Group's CGU. For more information related to impairment test please refer to Note 13.

**Accounting policies**

Goodwill is tested for impairment at least once a year or sooner if an impairment indication arises. Impairment testing is performed for each CGU to which goodwill is allocated, as determined by Management.

Intangible assets, such as software, are recognised at cost less accumulated depreciation and accumulated impairment losses. The cost of an intangible asset initially recognised includes its purchase price and any directly attributable costs necessary to prepare the asset for its intended use. Depreciation is calculated on a straight-line basis over the estimated useful life, which is 3 years for software.

If the carrying amount of intangible assets exceeds the recoverable amount, an impairment loss is recognised in profit or loss. Goodwill impairment losses are not subsequently reversed.



Note 13

## Property Plant and Equipment

EUR '000	Vessels	Dry dock	Other fixtures and fittings	Assets under Construction	Total
<b>Cost 2024</b>					
Beginning of financial year	566,360	9,135	979	571,745	1,148,219
Additions	8,029	4,377	12,680	624,679	649,765
Transfer from assets under construction	468,678	4,000	—	(472,678)	—
Disposals	(5,146)	—	(306)	—	(5,452)
Exchange differences	18,743	132	160	12,864	31,899
<b>31 December 2024</b>	<b>1,056,664</b>	<b>17,644</b>	<b>13,513</b>	<b>736,610</b>	<b>1,824,431</b>
<b>Accumulated depreciation and impairment</b>					
Beginning of financial year	58,727	3,548	312	—	62,587
Depreciation charge	50,571	3,125	1,166	—	54,862
Disposals	(5,000)	—	(306)	—	(5,306)
Exchange differences	(179)	(132)	333	—	22
<b>31 December 2024</b>	<b>104,119</b>	<b>6,541</b>	<b>1,505</b>	<b>—</b>	<b>112,165</b>
<b>Net book value</b>	<b>952,545</b>	<b>11,103</b>	<b>12,008</b>	<b>736,610</b>	<b>1,712,266</b>

Additions during 2024 are mainly driven by newbuild P-Class vessels of EUR 290 million, newbuild A-Class vessels of EUR 114 million, newbuild M-Class vessels of EUR 103 million, O-Class main crane upgrades of EUR 62 million, and vessel upgrades of EUR 54 million. In 2024, Wind Peak vessel was delivered and transferred from asset under construction to vessels.

Borrowing costs for 2024 have been capitalised for a total of EUR 19.7 million (2023: 7.1 million; 2022: EUR 4.2 million). The capitalisation rate used to determine the amount of borrowing costs to be capitalised is the weighted average interest rate applicable to the Company's general borrowings during the reported period, in this case 7.6% (2023: 5.5%; 2022: 5.7%).

EUR '000	Vessels	Dry Dock	Other fixtures and fittings	Assets under Construction	Total
<b>Cost 2023</b>					
Beginning of financial year	282,282	9,261	536	356,163	648,242
Acquisition of businesses	296,536	171	599	144,219	441,525
Additions	227	—	3	73,169	73,399
Disposals	(8,002)	(291)	—	—	(8,293)
Exchange differences	(4,683)	(6)	(159)	(1,806)	(6,654)
<b>31 December 2023</b>	<b>566,360</b>	<b>9,135</b>	<b>979</b>	<b>571,745</b>	<b>1,148,219</b>
<b>Accumulated depreciation and impairment</b>					
Beginning of financial year	39,570	2,023	445	—	42,038
Depreciation charge	20,847	1,637	19	—	22,503
<b>Disposals</b>	<b>(5,722)</b>	<b>(108)</b>	<b>—</b>	<b>—</b>	<b>(5,830)</b>
Impairment on disposal	5,000	—	—	—	5,000
Exchange differences	(968)	(4)	(152)	—	(1,124)
<b>31 December 2023</b>	<b>58,727</b>	<b>3,548</b>	<b>312</b>	<b>—</b>	<b>62,587</b>
<b>Net book value</b>	<b>507,633</b>	<b>5,587</b>	<b>667</b>	<b>571,745</b>	<b>1,085,632</b>

Due to the business combination with Eneti, the Group's property, plant, and equipment increased by EUR 441.5 million in 2023. This primarily comprised the Operating Vessels Wind Scylla and Wind Zaratán (EUR 206 million and EUR 87 million, respectively) and the newbuilds under construction, the M-Class down payments for EUR 144 million.

**Note 13**

## **Property Plant and Equipment**

*Continued from previous page*

Additions during 2023 were mainly driven by down payments of EUR 42 million for the new P-Class installation vessels (EUR 15.4 million), the new A-Class foundation installation vessels (EUR 3.8 million) and instalments for the main cranes for both Wind Orca (EUR 16.0 million) and Wind Osprey (EUR 6.8 million), represented above under Assets under Construction. In addition, Assets under Construction contains EUR 7.6 million worth of guarantee fees to BW Group related to the A-Class and P-Class newbuild vessels as well as EUR 5.7 million of assets related to future projects that have not yet started.

Borrowing costs for 2023 were capitalised for a total of EUR 7.1 million (2022: EUR 4.2 million). The capitalisation rate used to determine the amount of borrowing costs to be capitalised is the weighted average interest rate applicable to the Company's general borrowings during the reported period, in this case 5.5% (2022: 5.7)%.

Disposals during 2023 were mainly driven by the main cranes upgraded in both O-Class vessels, as well as impairment recognised. For further details, please refer to Note 5.





**Note 13****Property Plant and Equipment***Continued from previous page*

EUR'000	Vessels	Dry Dock	Other fixtures and fittings	Assets under Construction	Total
<b>Cost 2022</b>					
Beginning of financial year	258,148	1,983	536	158,734	419,401
Additions	15,105	5,281	—	208,455	228,841
Transfer from assets under construction	9,029	1,997	—	(11,026)	—
<b>31 December 2022</b>	<b>282,282</b>	<b>9,261</b>	<b>536</b>	<b>356,163</b>	<b>648,242</b>
<b>Accumulated depreciation</b>					
Beginning of financial year	19,629	300	386	—	20,315
Depreciation charge	19,941	1,723	59	—	21,723
<b>31 December 2022</b>	<b>39,570</b>	<b>2,023</b>	<b>445</b>	<b>—</b>	<b>42,038</b>
<b>Net book value</b>	<b>242,712</b>	<b>7,238</b>	<b>91</b>	<b>356,163</b>	<b>606,204</b>

Additions during 2022 were mainly driven by down payments for EUR 167 million of the two new A-Class foundation installation vessels and instalments for the main cranes for both Wind Orca (EUR 10.7 million) and Wind Osprey (EUR 16.3 million), represented above under Assets under Construction. There was also a transfer from assets under construction to additions for EUR 11 million, of which EUR 9 million was due to the capitalisation of vessel equipment.

Borrowing costs for 2022 have been capitalised for a total of EUR 4.2 million. The capitalisation rate used to determine the amount of borrowing costs to be capitalised is the weighted average interest rate applicable to the Company's general borrowings during the reported period, in this case 5.7%.

**Impairment test on vessels and goodwill**

The Company has identified neither internal nor external impairment indicators. However, on a voluntary basis and in connection with the annual impairment test of goodwill assigned to the WTGFIV CGU, Management performs an impairment test every year. For the purpose of testing the Group's vessels, the impairment test is performed on both a vessel-by-vessel and CGU basis, thereby also capturing the goodwill assigned to the WTGFIV CGU.

The Company is applying both fair value less costs of disposal (FVLCD) to determine the arm's length sale price of an asset at the date of impairment test and the value-in-use (VIU) method for estimating the expected future cash flows that the asset in the current condition will produce. The VIU method assumes the asset will be recovered principally through its continuing use.

The impairment test involves estimating both FVLCD and VIU and comparing the higher amount to the asset's carrying amount. The Group has two CGUs being the transport and installation of offshore wind turbine generators and foundations vessels (WTGFIV), comprising Cadeler's O-Class vessels, Wind Peak and Scylla; and the maintenance of offshore wind turbine generators (O&MV) cash-generating units, comprising Zaratan.

Goodwill arising from the acquisition of Eneti of EUR 17.8 million as of 31 December 2024 has been allocated to the WTGFIV CGU. The recoverable amount of the CGU's is determined based on the value of the vessels included in the CGU. As of 31 December 2024, Management tested the carrying amount of its two CGUs and each vessel on a stand-alone basis as described below.

**Independent market values of each vessel**

Cadeler has obtained third-party broker assessment (level 3) of the vessels from at least two independent brokers and in case the valuations differ more than 10%, a third valuation is obtained. The ship brokers assessing the vessel values, based on a market based approach, are acknowledged shipbrokers with appropriate qualifications and relevant experience in the valuation of these vessels.

**Note 13****Property Plant and Equipment***Continued from previous page*

EUR millions	Broker valuation			Excess value (recoverable amount less carrying amount)		
	2024	2023	2022	2024	2023	2022
CGU						
WTGFIV	1,103	574	380	227	58	160
Number of vessels	4	3	2	4	3	2
O&MV	89	95	n/a	1	—	n/a
Number of vessels	1	1	—	1	1	—

The impairment assessment involves comparing net book values with broker valuations. The net book value is below the broker valuations, hence there is headroom both on a vessel-by-vessel basis and on CGU basis, although for the vessel Zaratan (O&MV) the excess value is limited with the value-in-use calculation also not showing an impairment charge. Management assesses key inputs used in the independent evaluations to support no impairment indicators as explained below. Furthermore, management concludes that no reasonable possible change in assumptions applied while determining VIU for the O&MV CGU would result in an impairment.

**VIU calculation**

As of December 2024, Management has prepared a value-in-use calculation both on a vessel-by-vessel basis and for the CGU's.

The discounted cash flow period has been calculated from the remaining useful life of the vessel as this is deemed most representative for the actual value of the vessels. Accordingly, the calculation has no terminal value with respect to the WTGFIV CGU.

The VIU is calculated based on cash flow projections in financial budgets and business plans as follows:

- From 2025 revenue is based on a combination of signed contracts (as captured in the order backlog disclosure in Note 3) and market estimated day rates and expected utilisation for vessels (using externally available information) and a yearly increase of 2.5%.
- OPEX includes expected 2025 levels (using internal forecasts) plus an increase for inflation of 2.5% in the following years, and expected maintenance based on investment budget.

The discount rate used in the calculation is based on a Weighted Average Cost of Capital (WACC) of 9.5% after tax, (9.5% after tax in 2023 and 8.0% after tax in 2022). As the Company is subject to the tonnage tax regime, the tax consideration in the WACC calculation for impairment of a vessel is immaterial. Therefore, the before and after tax WACC remain the same for impairment testing purposes. WACC is calculated by using a standard WACC model in which cost of equity, cost of debt and capital structure are the key parameters.

The calculation showed no indication of impairment as the future value of cashflows were higher than the carrying amount both on a vessel - by - vessel basis and for the CGU's.

A sensitivity analysis was also undertaken assuming an increase or decrease in the WACC by 1% as well as an increase or decrease in the revenue by EUR 20 thousand per day. Within this sensitivity analysis, the calculations also showed no indication of impairment as the future value of cashflows was higher than the carrying amount of the vessels for the WTGFIV CGU. Regarding the O&MV CGU, the calculations showed no indication of impairment, as the future value of cash flows was higher than the carrying amount of the vessel, although there was limited headroom.

**Newbuilds**

As for the newbuilds vessels it is Management's opinion that current signed contracts and the expected day rates in the future support the carrying amount and do not give any indication of potential impairment.

**Accounting policies**

Property, plant and equipment are recognised at cost less accumulated depreciation and accumulated impairment losses.

**Note 13**

## **Property Plant and Equipment**

*Continued from previous page*

The cost of an item of property, plant and equipment initially recognised includes its purchase price and any costs that are directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by Management.

Subsequent expenditure relating to property, plant and equipment that has already been recognised is added to the carrying amount of the asset only when it is probable that future economic benefits associated with the item will flow to the Group and the cost of the item can be measured reliably. All other repair and maintenance expenses are recognised in profit or loss when incurred.

To keep performing their operational activity, the vessels have an obligation to go through drydock procedures every five years. The costs of the drydock procedures are capitalised per their purchase price and any costs that are directly attributable to bringing the vessels to the location and condition necessary for the drydock procedures.

Depreciation is calculated using the straight-line method to allocate their depreciable amounts over the assets' estimated useful life. The estimated useful life is as follows:

	Useful life
Vessels and furnished equipment	Up to 25 years
Drydock	5 years
Cars	5 years
Other fixtures and fittings	2 to 3 years

The estimated useful life of the vessels of up to 25 years has been estimated by an external consultant through a determined fatigue analysis based on the technical specification of the vessels while for Wind Peak has been based on an internal technical analysis based on the technical specification of the vessel and validated by an external expert. The estimated useful life of these vessels depends on initial delivery.

Prior to their acquisition, Wind Orca and Wind Osprey, had already been in use for eight years, therefore the remaining useful life of the vessels is estimated at 17 years for all components except jacking system and main crane with a remaining useful life of three years from the acquisition of the vessels. For Scylla and Zatan, their remaining useful lives at acquisition date were assessed to be 17 and 14 years respectively, and all components will have the same useful life. Hull and steel have a salvage value of up to EUR 15 million per vessel by the end of their useful life. Salvage value is estimated as the lightweight of each vessel multiplied by the scarp value per ton. Depreciation is based on costs less the estimated residual value. Residual value is estimated as the lightweight tonnage of each vessel multiplied by the scrap value per ton.

More information can be found in Note 2.4 Material accounting judgements, estimates and assumptions with regards to acquired vessels through the business combination.

The residual value, useful life, and methods of depreciation of property, plant, and equipment are reviewed at each financial year end and adjusted accordingly, if appropriate.

### *Borrowing costs*

Borrowing costs are capitalised in accordance with IAS 23, where borrowing costs directly attributable to the construction of assets are capitalised until such a time as the asset is substantially ready for its intended use. Borrowing costs consist of interest and other costs that the Group incurs in connection with the borrowing of funds, including fees for guarantees provided by related parties.

### *Impairment of non-financial assets*

Property, plant and equipment and right-of-use assets are tested for impairment whenever there is any objective evidence or indication that these assets may be impaired.

For the purpose of impairment testing of assets, recoverable amount (i.e. the higher of the fair value less cost to sell and the value in use) is determined on an individual asset basis unless the asset does not generate cash flows that are largely independent of those from other assets. If this is the case, the recoverable amount is determined for the cash-generating unit (CGU) to which the asset belongs.

**Note 13**

## **Property Plant and Equipment**

*Continued from previous page*

If the recoverable amount of the asset or CGU is estimated to be less than its carrying amount, the carrying amount of the asset or CGU is reduced to its recoverable amount.

The difference between the carrying amount and recoverable amount is recognised as an impairment loss in profit or loss.

An impairment loss for an asset is reversed if, and only if, there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised.

The carrying amount of this asset is increased to its revised recoverable amount, provided that this amount does not exceed the carrying amount that would have been determined (net of accumulated depreciation) had no impairment loss been recognised for the asset in prior years.

A reversal of impairment loss for an asset is recognised in profit or loss.



Note 14

## Right-of-Use Assets and Lease liabilities

### Nature of the Group's leasing activities

#### Office space

The Group leases office space for the purpose of office operations. In 2023, the company terminated the lease agreement for its former headquarters and signed a contract with Castellum Denmark, for a new location from 2024.

#### Warehouse facilities

The Group leases a warehouse facility located in the UK.

#### Leasehold equipment

In 2022, the Group started an agreement for the use of vessel equipment for a total contract value of EUR 464 thousand during the initial term, plus additional repair and installation costs. The amount was amortised over the initial term which was 13 months, ending in 2023.

EUR'000	Leasehold equipment	Warehouse facilities	Office space	Total
<b>Cost 2024</b>				
Beginning of financial year	464	409	2,261	3,134
Additions	—	—	10,864	10,864
Disposals	(464)	(429)	—	(893)
Exchange differences	—	20	199	219
<b>31 December 2023</b>		<b>—</b>	<b>13,324</b>	<b>13,324</b>
<b>Accumulated depreciation</b>				
Beginning of financial year	464	24	1,673	2,161
Depreciation charge	—	235	1,144	1,379
Disposals	(464)	(265)	—	(729)
Exchange differences	—	6	170	176
<b>31 December 2024</b>	<b>—</b>	<b>—</b>	<b>2,987</b>	<b>2,987</b>
<b>Carrying amount</b>	<b>—</b>	<b>—</b>	<b>10,337</b>	<b>10,337</b>

EUR'000	Leasehold equipment	Warehouse facilities	Office space	Total
<b>Cost 2023</b>				
Beginning of financial year	464	—	1,681	2,145
Acquisition of businesses	—	421	612	1,033
Exchange differences	—	(12)	(32)	(44)
<b>31 December 2023</b>	<b>464</b>	<b>409</b>	<b>2,261</b>	<b>3,134</b>
<b>Accumulated depreciation</b>				
Beginning of financial year	381	—	1,477	1,858
Depreciation charge	83	30	221	334
Exchange differences	—	(6)	(25)	(31)
<b>31 December 2023</b>	<b>464</b>	<b>24</b>	<b>1,673</b>	<b>2,161</b>
<b>Carrying amount</b>	<b>—</b>	<b>385</b>	<b>588</b>	<b>973</b>

Note 14

## Right-of-Use Assets and Lease liabilities

Continued from previous page

EUR'000	Leasehold equipment	Office space	Total
<b>Cost 2022</b>			
Beginning of financial year	—	1,572	1,572
Additions during the year	464	109	573
<b>31 December 2022</b>	<b>464</b>	<b>1,681</b>	<b>2,145</b>
Accumulated depreciation			
Beginning of financial year	—	1,108	1,108
Depreciation charge	381	369	750
<b>31 December 2022</b>	<b>381</b>	<b>1,477</b>	<b>1,858</b>
<b>Carrying amount</b>	<b>83</b>	<b>204</b>	<b>287</b>

EUR'000	2024	2023	2022
<b>Lease liabilities at 1 January (current and non-current lease)</b>	993	279	507
Acquisition of subsidiaries	—	1,299	—
<b>Additions during the year</b>	<b>11,909</b>	—	—
<b>Exchange differences</b>	30	(16)	—
Cash paid for lease obligations	(1,961)	(569)	(228)
Total lease liabilities at 31 December	10,971	993	279
<b>Current</b>	<b>1,274</b>	<b>601</b>	<b>279</b>
<b>Non-current</b>	<b>9,697</b>	<b>392</b>	—

Lease interest expenses recognised in profit and loss

*a. Interest expense*

EUR'000	2024	2023	2022
Interest expense on lease liabilities (vessels and office)	428	25	21

*b. Lease expense not capitalised in lease liabilities*

EUR'000	2024	2023	2022
Short-term lease expense	477	180	53

Total cash outflow for all leases in 2024, 2023 and 2022 were EUR 1,152 thousand, EUR 283 thousand and EUR 728 thousand respectively, excluding variable lease fee (refer to Note 24). Please refer to Note 28 for disclosure on lease commitments.

### Accounting policies

#### Right-of-Use Assets

The Group recognises a right-of-use asset and lease liability at the date on which the underlying asset is available for use. Right-of-use assets are measured at cost, which comprises the initial measurement of lease liabilities using an incremental borrowing rate adjusted for any lease payments made at or before the commencement date and lease incentive received. Any initial direct costs that would not have been incurred if the lease had not been obtained are added to the carrying amount of the right-of-use assets.

The right-of-use asset is subsequently measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liability.

Right-of-use assets are depreciated on a straight-line basis lease term.

**Note 14**

## **Right-of-Use Assets and Lease liabilities**

*Continued from previous page*

Right-of-use assets are tested for impairment whenever there is any objective evidence or indication that these assets may be impaired. For more information related to impairment testing of assets please refer to Note 13.

*Lease liabilities*

At the inception of the contract, the Group assesses if the contract contains a lease. A contract contains a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Reassessment is only required when the terms and conditions of the contract are changed.

At the commencement date of the lease, the Group recognises lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including in-substance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees.

Variable lease payments that do not depend on an index or a rate are recognised as expenses in the period in which the event or condition that triggers the payment occurs. Utilisation lease fees can be classified as a variable fee.

In calculating the present value of lease payments, the Group uses its incremental borrowing rate at the lease commencement date because the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made.

In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments (e.g., changes to future payments resulting from a change in an index or rate used to determine such lease payments) or a change in the assessment of an option to purchase the underlying asset.

*Short-term and low-value leases*

The Group has elected to not recognise right-of-use assets and lease liabilities for short-term leases that have lease terms of 12 months or less and low-value leases. Lease payments relating to these leases are expensed to profit or loss on a straight-line basis over the lease term. Short-term and low-value leases consists of cars, coffee machines, office premises and AV equipment.

**Note 15**

## **Inventories**

EUR'000	2024	2023	2022
Fuel and oil	1,039	1,836	549

As of 31 December 2024, the Company's inventories include fuel and oil totalling EUR 1 million.

As of 31 December 2023, the Company's inventories include fuel and oil totalling EUR 1.8 million, a significant increase from EUR 0.5 million in 2022 since three of our four operating vessels were off hire at the end of the reporting period.

**Accounting policies**

Inventories are carried at the lower of cost and net realisable value. Cost is determined using the first-in, first-out basis. Net realisable value is the estimated selling price in the ordinary course of business, less applicable variable selling expenses. Inventory mainly covers fuel and oil.



**Note 16****Trade and Other Receivables**

EUR'000	2024	2023	2022
Trade receivables from non-related parties	51,467	26,802	17,635
Contract assets	37,609	8,880	19,999
Receivables from related parties	214	592	—
Total trade receivables	11,305	3,158	600
	<b>100,595</b>	<b>39,432</b>	<b>38,234</b>

As of 31 December 2024, the Company's receivables include contract assets totalling EUR 38 million, a significant increase from EUR 8.9 million in 2023 (2022: EUR 20 million). These contract assets represent the Company's entitlement to proportional consideration for ongoing projects as of the balance sheet date. Typically, these contract assets are reclassified to trade receivables when the Company fulfils its obligations and the right to consideration becomes unconditional.

The balance of other receivables includes contract fulfilment costs amounted to EUR 8.5 million (2023 and 2022 nil). These costs represent expenditures directly incurred in fulfilling contracts with customers, such as direct labour, materials, and other costs necessary to complete the performance obligations under the contracts. These costs are recognized as assets as they are expected to be recovered over the life of the respective contracts. Contract cost are amortised on a systematic basis that is consistent with the transfer of the related goods or services to the customer. For accounting policy, refer to Note 3.

The table below outlines movements in contract assets during the year:

EUR'000	2024	2023	2022
Contract assets at 1 January	8,880	19,999	843
Acquisition of businesses	8,266	—	—
Recognised during the period	37,710	614	19,999
Transfer to receivables	(8,880)	(19,999)	(843)
Exchange differences	(101)	—	—
Total contract assets at 31 December	37,609	8,880	19,999
Current	37,609	8,880	19,999
Non-current	—	—	—

**Expected credit loss on trade receivables**

The Group has historically only experienced immaterial losses on trade receivables, if any. Further, a material part of the cash flows in the contracts are prepayments received up front.

The Group's assessment remains consistent with its past practices. Although some positions may transition to 30 days overdue, our overall position on credit risk management remains unchanged. This assessment is supported by historical data, a select group of reliable debtors, and our outlook for the future.

**Accounting policies****Financial assets**

The classification of financial assets depends on the Group's business model for managing the financial assets as well as the contractual terms of the cash flows of the respective financial assets.

(i) At initial recognition: the Group measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition of the financial assets. Transaction costs of financial assets carried at fair value through profit or loss are expensed in profit or loss.

(ii) At subsequent measurement: financial assets of the Group mainly comprise of cash and bank balances, trade receivables and other current assets.

## Note 16

**Trade and Other Receivables***Continued from previous page*

Interest income from these financial assets are recognised using the effective interest rate method.

The Group assesses on a forward - looking basis the expected credit losses associated with its financial assets carried at amortised cost. For trade and other receivables, the Group applied the simplified approach permitted by IFRS 9, which requires expected lifetime losses to be recognised from initial recognition of the receivables.

EUR '000	Trade receivables	Contract assets	Expected loss	Total
<b>31 December 2024</b>				
Not due	49,029	37,609	—	86,638
Overdue 1-30 days	—	—	—	—
Overdue 31 to 60 days	2,373	—	—	2,373
Overdue +61 days	65	—	—	65
<b>Total</b>	<b>51,467</b>	<b>37,609</b>	<b>—</b>	<b>89,076</b>
<b>31 December 2023</b>				
Not due	9,639	8,880	—	18,519
Overdue 1-30 days	14,287	—	—	14,287
Overdue 31 to 60 days	603	—	—	603
Overdue +61 days	2,273	—	—	2,273
<b>Total</b>	<b>26,802</b>	<b>8,880</b>	<b>—</b>	<b>35,682</b>
<b>31 December 2022</b>				
Not due	17,197	19,999	—	37,196
Overdue 1-30 days	438	—	—	438
Overdue 31 to 60 days	—	—	—	—
Overdue +61 days	—	—	—	—
<b>Total</b>	<b>17,635</b>	<b>19,999</b>	<b>—</b>	<b>37,634</b>

## Note 17

**Prepayments**

EUR '000	2024	2023	2022
Prepayments	16,643	9,562	1,699

Prepayments include deferred costs like bank loan fees, commitment fees of uncommitted facilities, annual insurance premiums and annual software subscriptions.

**Note 18**

## Cash and cash equivalents

EUR'000	2024	2023	2022
Cash at bank and on hand	58,464	96,608	19,012

The Company is holding cash by 31 December 2024 with the intention of paying asset under construction related instalments in the first half of 2025.

The balance of cash at bank includes restricted cash amounted to EUR 7 million (2023 and 2022 nil).

**Accounting policies**

Cash and cash equivalents consist of cash offset by short-term bank overdrafts, as they are considered an integral part of the Group's cash management.

Cash and cash equivalents are measured at amortised cost.



Note 19

## Statement of Cash Flows specifications

EUR'000	Note	2024	2023	2022
<b>Adjustments of non-cash items</b>				
Depreciation and amortisation	121,314	56,595	23,048	22,684
Impairment of fixed assets	13	—	5,000	—
Non-cash disposals of property, plant and equipment and intangible assets	1,213	183	—	—
Other operating income and expenses, net	5	—	(137)	—
Finance income	9	(3,294)	—	—
Interest expenses	9	428	1,898	923
Finance costs	9	2,589	—	—
Income tax expense	1,264	—	—	—
Fair value change of derivative instruments through profit or loss	9	(427)	766	—
Share-based payment expenses		1,662	1,134	352
<b>Total adjustments of non-cash items</b>		<b>59,000</b>	<b>31,709</b>	<b>23,959</b>
<b>Changes in working capital</b>				
Inventories	Note	2024	2023	2022
Trade receivables, contract assets, prepayments and other receivables		(62,706)	28,541	(18,029)
Trade and other payables		380	(16,087)	660
Provisions		(6,059)	—	—
Receivables from related parties		414	—	—
Payables to related parties		51	73	26
Deferred tax liabilities		1,137	—	—
Deferred revenue		33,482	8,787	(12,999)
<b>Net change in working capital</b>		<b>(32,513)</b>	<b>20,174</b>	<b>(30,451)</b>

Note 20

## Provisions, Trade and Other Payables

EUR'000	2024	2023	2022
<b>Trade and other payables:</b>			
Trade payables	11,577	8,399	3,979
Other payables	32,018	24,237	4,843
<b>Total trade and other payables</b>	<b>43,595</b>	<b>32,636</b>	<b>8,822</b>

The increase in other payables is attributed to year-end activity and timing in payments processing.

EUR'000	2024	2023	2022
Provisions at 1 January:	6,899	—	—
Acquisition of businesses	—	6,987	—
Utilised during the year	(4,570)	—	—
Reversed during the year	(1,576)	—	—
Exchange differences	88	(88)	—
<b>Total provisions at 31 December</b>	<b>841</b>	<b>6,899</b>	<b>—</b>
Current	841	2,086	—
Non-current	—	<b>4,813</b>	—

The provisions relate to an onerous contract. For additional information, please refer to Note 4

**Note 20**

## Provisions, Trade and Other Payables

*Continued from previous page*

**Accounting policies**

Trade and other payables represent liabilities for goods and services provided to the Group prior to the end of the financial year, which are unpaid. They are classified as current liabilities if payment is due within one year or less (or in the normal operating cycle of the business, if longer). Otherwise, they are presented as non-current liabilities. Trade and other payables are initially recognised at fair value, and subsequently carried at amortised cost, using the effective interest method.

A provision is recognised for certain contracts with customers for which the unavoidable costs of meeting the performance obligations exceed the economic benefits expected to be received. It is anticipated that these costs will be incurred in the next financial year.

**Note 21**

## Deferred Income Taxes

**Deferred tax charge**

Deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes as per IAS12. Deferred tax is calculated at the income tax rates which are expected to apply in the period when the liability is settled or the asset is realized, based on the laws which have been enacted or substantially enacted at the balance sheet date. The deferred tax is charged through the income statement except when it relates to other comprehensive income items.

**Deferred tax assets and liabilities**

The Group has unrecognised deferred tax assets in Denmark and UK, amounting to EUR 12 million (EUR 13 million as of 31 December 2023 and 2022) and EUR 89 million (EUR 124 million as of 31 December 2023) respectively. The deferred tax assets result from taxable losses and shipping allowances. No deferred tax asset has been recognised as of 31 December 2024, as they are not expected to be utilised within the foreseeable future (3-5 years). A majority of the Group's UK unrecognised deferred asset will be forfeited 1 January 2025 because of the group's UK tonnage tax election.

The Group has a deferred tax liability relating to the ownership of the Wind Zaratan vessel in Japan due to temporary timing differences between the carrying amount and tax base of the vessel (2024: EUR 17 million, 2023: EUR 14 million, 2022: nil) offset by the tax value of tax losses (2024: EUR 5 million, 2023: EUR 4 million, 2022: nil). As of 31 December 2024, deferred tax liabilities amounted to EUR 12 million.

For accounting policies on deferred taxes, please refer to Note 10.

EUR'000	2024	2023	2022
Reconciliation of deferred tax liabilities, net			
1 January	10,191	—	—
Acquisition of businesses	—	10,321	—
Movements during the year	1,137	—	—
Exchange differences	644	(130)	—
31 December	11,972	10,191	—

## Note 22

## Issued Share Capital

EUR '000	No. of shares (in thousands)	Total
<b>Beginning of financial year 2022</b>	138,574	18,641
Issued in May 2022 for capital increase	26,176	3,518
Issued in October 2022 for capital increase	32,850	4,416
End of financial year 2022	197,600	26,575
Issued in December 2023 for capital increase	113,809	15,263
End of financial year 2023	311,409	41,838
Issued in February 2024 for capital increase	39,520	5,301
Issued in June 2024 for capital increase	28	4
<b>End of financial year 2024</b>	<b>350,957</b>	<b>47,143</b>

As of 1 January 2024, the Group had share capital amounting to DKK 311,409 thousand, equal to EUR 41,838 thousand, consisting of 311,409,868 shares of nominal DKK 1 each.

On 15 February 2024, the Company completed a private placement, resulting in the issuance of 39.5 million shares of nominal DKK 1 each at a price of NOK 44.50 per share. Overall, the Company raised EUR 155 million before transactional costs of EUR 3 million. The proceeds from the private placement were substantially allocated to the financing of the intended equity portion of the contract value of the order placed on 22 May 2024 to build the third A-Class vessel. The remaining funds will be allocated towards acquiring mission equipment and building working capital.

On 26 June 2024, the Company completed a capital increase of EUR 88 thousand as a result of the exercise of options under its employee equity incentive programme resulting in the issuance of 27,715 shares of a nominal price of DKK 1 per share.

All shares have equal rights.

### Treasury shares

On 4 July 2024, the Company completed the share buy - back program to fulfil share - based incentive obligations resulting in the repurchase of 214,791 shares of a nominal price of DKK 1 each at an average price of NOK 68.28 and corresponding to an aggregate amount of EUR 1.3 million. At 31 December 2024, the Company holds 93,538 shares.

### Accounting policies

Ordinary shares are classified as equity. When there is a capital increase through the issuance of new shares, these shares are recorded at their nominal value.

Share premium reserve signifies the capital contributed by investors exceeding the nominal value of the shares issued, net of any incremental costs directly associated with the issuance of new shares.

Own equity instruments that are reacquired (treasury shares) are recognised at cost and deducted from equity. No gain or loss is recognised in profit or loss on the purchase, sale, issue or cancellation of the Group's own equity instruments. Any difference between the carrying amount and the consideration, if reissued, is recognised in equity.

**Note 23**

## **Financial Risk Management**

### **Financial risk factors**

The Group's activities expose it to market risk, including currency risk and interest rate risk, credit risk and liquidity risk.

The financial risk management of the Group is performed by the Management of Cadeler and overseen by the Board of Directors and Audit Committee. The fair value of the Group's financial assets and liabilities as of 31 December 2024 does not deviate materially from the carrying amounts as of 31 December 2024.

### **Quantitative and qualitative disclosures about market risk**

#### *Currency risk*

The Group's business is exposed to the Danish Kroner ("DKK"), Norwegian Kroner ("NOK"), British Pound Sterling ("GBP"), United States Dollar ("USD"), New Taiwan Dollar ("TWD"), and Japanese Yen ("JPY"), as certain operating expenses are denominated in these currencies. The Company will look to use financial instruments to reduce currency risk when there is significant liability or income in a non-EUR or DKK-denominated currency and there is a cost-effective solution.

The functional currency of Cadeler A/S is EUR, while the largest currency exposure of the Group is the future instalments for the new P, A, and M class vessels, denominated in USD, amounting to USD 1.3 billion. More details can be found in Note 24 with regard to the current instruments used to mitigate this currency risk. Management and the Board of Directors will evaluate the potential cost and benefits of currency exposure on an ongoing basis.

The Group holds cash balances in USD. If the USD:EUR exchange rate deteriorated by 10% the result before tax would have decreased by EUR 1.8 million (EUR 4.6 million in 2023; EUR 30 thousand in 2022) based on the USD cash holdings as of 31 December 2024.

The Group holds cash balances in GBP. If the GBP:EUR exchange rate deteriorated by 10% the result before tax would have decreased by EUR 0.7 million (EUR 1.4 million in 2023) based on the GBP cash holdings as of 31 December 2024.

As the DKK is pegged to EUR, no material currency risk has been identified against the DKK even though the Cadeler Group has costs denominated in DKK. As of 31 December 2024, the Cadeler Group did not have any material NOK, JPY, or TWD cash holdings.

Currency risk associated with other financial instruments denominated in different currencies is limited and therefore excluded from the analysis.

#### *Interest rate risk*

The Group's current exposure to the risk of changes in market interest rates relates primarily to the Green Corporate Facility, the P-Class facility, M-Class facility and Holdco facility. More details can be found in Note 24 with regard to the hedging instruments used to mitigate this risk.

The Green Corporate Facility and Holdco facility are based on a EURIBOR 3M interest rate plus a margin. The EURIBOR interest rate has a floor of 0bps and was 2.9%, 3.9% and 2.0% at the end of 2024, 2023 and 2022, respectively.

If the EURIBOR interest rate increased 100bps, and the loans had been provided throughout the entire period of 2024, the cost would have increased by EUR 5.9 million (EUR 2.1 million in 2023; EUR 1.5 million in 2022). This variation could potentially qualify as capitalisable borrowing costs and minimise the impact on the result before tax. If the interest rate decreases, the result before tax would not change due to capitalisation of borrowing costs.

Management and the Board of Directors will evaluate the potential cost and benefits of fixed interest rate borrowings on an ongoing basis.



**Note 23**

## **Financial Risk Management**

*Continued from previous page*

### **Credit risk**

#### *Risk management*

Credit risk refers to the risk that a counterparty will default on its contractual obligations resulting in financial loss to the Group. The Group adopts the following policy to mitigate credit risk.

For banks and financial institutions, the Group mitigates its credit risks by transacting only with counterparties who are rated “A” and above by independent rating agencies.

The Group adopts the policy of dealing only with customers of appropriate history and obtaining sufficient security where appropriate to mitigate credit risk. The Group adopts stringent procedures on extending credit terms to customers and on the monitoring of credit risk.

These credit terms are normally contractual, and credit policies spell out clearly the guidelines on extending credit to customers, including monitoring the process and using related industry’s practices as reference. This includes assessment and valuation of customers’ credit reliability and periodic review of their financial status to determine the credit limits to be granted. Customers are also assessed based on their historical payment records. Where necessary, customers may also be requested to provide security or advance payment before services are rendered.

Related party credit risk is managed by the Executive Management of Cadeler and overseen by the Board of Directors.

The maximum exposure to credit risk is the carrying amount of trade receivables and other receivables, receivables from group entities and cash and bank balances presented on the balance sheet.

### **Impairment of financial assets**

The Group assesses on a forward-looking basis the expected credit losses (“ECLs”) associated with its financial assets which are trade and other receivables, cash and bank balances and contract assets. Financial assets are written-off when there is no reasonable expectation of recovery, such as a non-related debtor failing to engage in a repayment plan with the Group.

Where receivables have been written-off, the Group continues to engage in enforcement activity to attempt to recover the receivables due. Where recoveries are made, these are recognised in profit or loss. As of this date, no receivables have been written off.

The Group has applied the simplified credit loss approach by using the provision matrix to measure the lifetime expected credit losses for trade receivables from customers. To measure the expected credit losses, the Group grouped receivables based on shared credit characteristics and days past due.

Trade receivables from external customers that are neither past due nor impaired are with creditworthy companies. Based on the provision matrix, the trade receivables from external customers are subject to immaterial credit loss. Refer to Note 16 for analysis of expected credit loss on trade receivables and contract assets.

For cash and bank balances and other receivables that are measured at amortised cost, the Group has considered these financial assets as low credit risk. Cash and bank balances are mainly deposits with banks who have high credit ratings as determined by international credit rating agencies. As of 31 December 2024, cash and bank balances and other receivables are subject to immaterial credit loss. There is no credit loss allowance for other financial asset at amortised cost as of 31 December 2024, 2023 and 2022.

### **Liquidity risk**

The Group manages liquidity risk by maintaining sufficient cash and available funding through committed credit facilities to enable it to meet its operational requirements and instalments for the newbuild vessels signed.

**Note 23****Financial Risk Management***Continued from previous page*

The Cadeler Group's management anticipates seeking further debt financing in connection with milestone payments for the delivery of the third A-Class New Build. Please refer to Note 25 for a detailed disclosure of the current facilities of the Group.

The following maturity table shows the contract obligation for the construction of the newbuilds vessels.

Millions	Less than 1 year	Between 1 and 2 years	Between 2 and 5 years	Total
<b>2024</b>				
Obligation in USD	651	496	195	1,342
Obligation in USD (in EUR)	626	476	188	1,290
Obligation in EUR	65	40	—	105
<b>Total obligations (in EUR)</b>	<b>6,911</b>	<b>516</b>	<b>188</b>	<b>1,395</b>
<b>2023</b>				
Obligation in USD	328	833	180	1,341
Obligation in USD (in EUR)	296	752	163	1,211
Obligation in EUR	69	99	6	174
<b>Total obligations (in EUR)</b>	<b>365</b>	<b>851</b>	<b>169</b>	<b>1,385</b>
<b>2022</b>				
Obligation in USD	—	197	619	816
Obligation in USD (in EUR)	—	187	588	775
Obligation in EUR	13	69	105	187
<b>Total obligations (in EUR)</b>	<b>13</b>	<b>256</b>	<b>693</b>	<b>962</b>

1 Of the total obligations due within the next year, EUR 455 million is expected to be paid during the first half of 2025.

**Note 23**

# Financial Risk Management

*Continued from previous page*

The table below analyses the maturity profile of the financial liabilities of the Company based on contractual undiscounted cash flows excluding newbuild payments.

EUR'000	Less than 1 year	Between 1 and 2 years	Between 2 and 5 years	Total
<b>2024</b>				
Trade and other payables	43,595	—	—	43,595
Payables to Related parties	223	—	—	223
Lease liabilities	1,274	2,337	7,360	10,971
Debt to credit institutions	31,163	54,339	485,515	571,017
Derivatives	209	—	16,205	16,414
	<b>76,464</b>	<b>56,676</b>	<b>509,080</b>	<b>642,220</b>
<b>2023</b>				
Trade and other payables	32,636	—	—	32,636
Payables to Related parties	162	—	—	162
Lease liabilities	601	392	—	993
Debt to credit institutions	799	—	204,773	205,572
Derivatives	4,004	5,683	12,274	21,961
	<b>38,202</b>	<b>6,075</b>	<b>217,047</b>	<b>261,324</b>
<b>2022</b>				
Trade and other payables	8,822	—	—	8,822
Payables to Related parties	89	—	—	89
Lease liabilities	279	—	—	279
Debt to credit institutions	772	—	114,230	115,002
Derivatives	—	1,821	287	2,108
	<b>9,962</b>	<b>1,821</b>	<b>114,517</b>	<b>126,300</b>

Change in debts to credit institutions during the year

EUR'000	2024	2023	2022
Debt to credit institutions at 1 January	(205,572)	(115,002)	(73,075)
Overdraft facility drawn	—	—	(16,067)
Loans repayment	10,630	115,000	65,000
Overdraft repayment	—	—	25,065
New loan	(385,234)	(211,934)	(115,000)
New loan fees	11,100	8,262	1,541
New loan interest	(3,303)	—	—
Non cash interest	1,362	—	—
Write off of loan fees	—	(1,898)	(923)
Others	—	—	(1,543)
<b>Debt to credit institutions at 31 December 2024</b>	<b>(571,017)</b>	<b>(205,572)</b>	<b>(115,002)</b>

### Capital management

The Company's objectives when managing capital are to ensure the Company's ability to continue as a going concern and to maintain an optimal capital structure.

**Note 23**

## **Financial Risk Management**

*Continued from previous page*

In order to achieve this overall objective, the Company's capital management, among other things, aims to ensure that it meets financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements. Breaches in meeting the financial covenants would permit the bank to immediately call loans and borrowings. There have been no breaches of the financial covenants of any interest-bearing loans and borrowing in the current period.

In order to maintain or adjust the capital structure in the future, the Group may adjust the amount of dividends paid to shareholders, issue new shares and/or sell assets to reduce debt. Pursuant to the Green Corporate Facility, the Company is not permitted to pay any dividends or other distributions without DNB Bank ASA's written consent.

### **Fair value measurement**

The Group measures derivatives at fair value at each balance sheet date. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the balance sheet date.

The principal or the most advantageous market must be accessible by the Group. The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

In measuring the fair value of unlisted derivative financial instruments and other financial instruments for which there is no active market, fair value is determined using generally accepted valuation techniques. Market-based parameters such as market-based yield curves and forward exchange prices are used for the valuation.

The Group uses valuation techniques that are appropriate in the circumstances and for which sufficient data is available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

Financial instruments for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy, described as follows:

Level 1: The fair value of financial instruments traded in active markets (such as publicly traded derivatives, and equity securities) is based on quoted market prices at the end of the reporting period. The quoted market price used for financial assets held by the Group is the current bid price. These instruments are included in level 1.

Level 2: The fair value of financial instruments that are not traded in an active market (e.g. over-the counter derivatives) is determined using valuation techniques that maximise the use of observable market data and rely as little as possible on entity-specific estimates. Valuation techniques applied are primarily based on marked-based inputs of the instruments. If all significant inputs required to fair value an instrument are observable, the instrument is included in level 2.

Level 3: If one or more of the significant inputs is not based on observable market data, the instrument is included in level 3.

**Note 23****Financial Risk Management***Continued from previous page*

The table below shows the fair value measurement of the Group's assets and liabilities:

EUR'000	2024	2023	2022
Derivative assets measured at fair value			
Interest from IRS recycled through OCI	228	—	—
Interest rate swap	1,287	338	3,013
FX forward contracts	6,849	—	—
FX Option collars	4,764	—	—
Time value of FX Option collars through OCI	5,340	—	—
Derivatives ineffective hedges	—	—	363
Total derivative assets	18,468	338	3,376
Derivative liabilities measured at fair value			
Interest rate swap	16,231	11,789	287
FX forward contracts	—	5,338	1,821
FX Option collars	—	810	—
Time value of FX Option collars through OCI	209	3,621	—
Derivatives ineffective hedges	(26)	403	—
Total derivative liabilities	16,414	21,961	2,108

As of 31 December 2024, the fair value of the derivative assets amounted to EUR 18,468 thousand (2023: EUR 338 thousand; 2022: EUR 3,376 thousand) and derivative liabilities amounted to 16,414 thousand (2023: EUR 21,961 thousand; 2022: EUR 2,108 thousand). The variation primarily reflects reduced expectations for rate cuts following persistent inflation and solid economic data, which led to higher rates and a stronger USD.

As of 31 December 2024, derivatives measured at fair value through profit or loss amounted to EUR 26 thousand gain (2023: EUR 403 thousand loss; 2022: EUR 363 thousand gain).

The fair value hierarchy for the above derivative financial instruments is Level 2.

**Note 24****Derivative Financial Instruments****Hedge accounting**

The Group uses forward exchange contracts, including options (collars), and interest rate swap contracts to hedge currency risks and interest risk regarding highly probable future cash flows and designates them as cash flow hedges subject to meeting the criteria for application of cash flow hedging.

The hedging ratios are determined as the notional value of the instrument divided by the notional value of the hedge item. The Group seeks to establish hedge relationships with a hedging ratio of 1:1. Due to the nature of the hedge item's risk, this will be possible by either designating a proportion of the hedge instrument or the hedge notional value being equal or lower than the hedge item's notional value. The main source of ineffectiveness arises from the timing of the delivery of the vessels. The delivery of the vessels will expose the Group to several market risks, related to foreign currency risks and interest rate risk. The fair value adjustment of the derivatives is recognised in other comprehensive income until the hedged items are realised.

## Note 24

**Derivative Financial Instruments***Continued from previous page*

The table below shows the movement in the reserve for cash flow for hedging, listed by the hedged risk.

EUR'000	2024	2023	2022
<b>Fair Value change of Cash flow hedges</b>			
Cumulative fair value change at 1 January	(21,559)	1,343	—
Fair value adjustment at year-end, net	13,079	(18,505)	905
Items recycled at year-end, net	1,527	(776)	438
Time value adjustment at year-end, net	8,752	(3,621)	—
<b>Cumulative fair value change at 31 December</b>	<b>1,799</b>	<b>(21,559)</b>	1,343
<b>The fair value of cash flow hedges at 31 December can be specified as follows:</b>			
Interest rate risk hedging	(14,945)	(11,790)	3,163
Foreign currency risk hedging	11,612	(6,148)	(1,820)
Foreign currency risk hedging - time value	5,132	(3,621)	—
<b>Cumulative fair value change at 31 December</b>	<b>1,799</b>	<b>(21,559)</b>	1,343

**Interest rate risk**

The Group entered into interest rate swap contracts with its main bank and related these to the Green Corporate Facility, P-Class facility and future loans to finance the purchase of the newbuilds. More details can be found in Note 25 with regard to of the current debt facilities of the Group related to the interest rate swaps.

The interest rate risk arising from the loans has been partially swapped from 3M EURIBOR to a fixed rate. The credit facilities expand the exposure of the Group to changes in the 3M EURIBOR rate.

The average fixed rate of the swaps is 2.78% (2023: 2.81%; 2022: 2.82%).

Another portion of the exposure has been hedged by entering into interest rate swap contracts with cap and floor. The average fixed rate of the cap/floor swaps falls between 2.0% and 2.1%.

The economic relationship is established as a match of critical terms between the hedge item and hedge instrument. The Group has assessed the following terms when entering into the hedge relationship:

- Instalments on the facilities.
- Payment date of interest and instalment.
- Timing difference in the maturity of the hedge item and hedge instrument.

The expected causes of hedging ineffectiveness relate to:

- Changes to the expected date of delivery of the vessels.
- 3M EURIBOR rate falling below 0%.

Note 24

## Derivative Financial Instruments

Continued from previous page

The below table shows the profile of the nominal amount of the interest rate swaps and the fair values.

Notional amount EUR'000	Less than 1 year	Between 1 and 2 years	Between 2 and 5 years	More than 5 years	Fair value EUR'000	
					Asset	Liability
<b>2024</b>						
IRS – EURIBOR 3M	—	—	355,117	455,625	1,286	(16,231)
<b>2023</b>						
IRS – EURIBOR 3M	—	—	555,000	—	—	(11,790)
<b>2022</b>						
IRS – EURIBOR 3M	—	—	469,375	—	3,451	(288)

EUR'000	2024	2023	2022
<b>Movements in the hedging reserve</b>			
Beginning of year	(11,790)	3,163	—
Fair value adjustment for the year	(3,265)	(14,177)	2,725
Items recycled for the year	110	(776)	438
<b>End of year</b>	<b>(14,945)</b>	<b>(11,790)</b>	3,163

### Foreign currency risk hedging

As a result of the contracts signed with Cosco and Hanwha for the construction of the Newbuilds, the Group is exposed to change in foreign exchange currency risk due to the instalments being in USD whereas the functional currency is EUR. The last instalments shall be payable upon delivery of the vessels.

The currency exposure arising from the contracts has been swapped to EUR at an average USD:EUR rate of 0.9107 (0.9187 for both 2023 and 2022).

Another portion of the exposure to fluctuations in the future exchange rate has been hedged by entering into zero cost collar contracts, securing an average USD:EUR rate of between 0.8779 and 0.9428. As of 31 December 2024, the total coverage effectively mitigates around 40% on average of the Group's foreign exchange risk for the upcoming USD instalments for the new P, M and A-Class vessels contracts.

The economic relationship is established as a match of critical terms between the hedge item and hedge instrument. The Group has assessed the following terms when entering the hedge relationship:

- Payment date of instalment in foreign currency.
- Maturity of the hedged item and hedged instruments (forward contract and option collars).

**Note 24**

## Derivative Financial Instruments

*Continued from previous page*

The expected causes of hedging ineffectiveness relate to changes to the expected date of delivery of the vessel. The below table shows the profile of the nominal amount of the foreign currency forward contracts and option collars and the fair values.

Notional amount USD'000	Less than 1 year	Between 1 and 2 years	Between 2 and 5 years	Fair value EUR'000	
				Asset	Liability
<b>2024</b>					
FX forward contracts	104,545	55,398	—	6,849	—
Option collars	300,000	100,000	—	10,104	(209)
<b>2023</b>					
FX forward contracts	150,000	50,000	—	—	(5,338)
Option collars	—	250,000	50,000	—	(4,431)
<b>2022</b>					
FX forward contracts	—	200,000	—	—	(1,820)
Option collars	—	—	—	—	—
EUR'000			<b>2024</b>	<b>2023</b>	<b>2022</b>
<b>Movements in the hedging reserve</b>					
Beginning of year			(9,769)	(1,820)	—
Fair value adjustment for the year - FX forward contracts			10,771	(3,518)	(1,820)
Fair value adjustment for the year - Option collars			5,573	(810)	—
Items recycled for the year			1,417	—	—
Time value adjustment for the year			8,752	(3,621)	—
<b>End of year</b>			<b>16,744</b>	<b>(9,769)</b>	<b>(1,820)</b>

### Accounting policies

Derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and subsequently remeasured at fair value over profit and loss. Derivatives are carried as financial assets, presented under derivative assets, when the fair value is positive and as financial liabilities, presented under derivative liabilities, when the fair value is negative.

At the inception of a hedge relationship, the Group formally designates and documents the hedge relationship and the risk management objective and strategy for undertaking the hedge.

Changes in the fair value of derivative financial instruments designated as cash flow hedges are recognised in other comprehensive income and presented under "Hedging reserves" (equity). Where the expected future transactions result in the acquisition of non-financial assets, any amounts deferred under equity are transferred from equity to the cost of the asset. Where expected future transactions result in income or expense, amounts deferred under equity are transferred from equity to the statement of profit and loss in the same item as the hedged transaction as a reclassification adjustment. Further, the entity may transfer the cumulative fair value change recognised within equity upon derecognition of the hedged item.

Changes in the fair value of derivative financial instruments not designated as hedges are recognised in the statement of profit and loss. Certain borrowing facilities when undrawn do not qualify for hedge accounting. Changes in the fair value of these derivative financial instruments are therefore recognised in the statement of profit and loss under "Financial income" or "Financial expenses" for interest rate swaps.

The amount included in the hedging reserve is the lower of, in absolute amounts, of the cumulative fair value adjustment of the hedging instrument and the hedged item. Ineffectiveness is recognised in the consolidated statement of profit and loss. Cost of hedging reserves include the time value of options. These costs are recognised separately in Other Comprehensive Income (OCI) and are amortised over the life of the hedging instrument, in accordance with the specific hedging relationship. If the hedge is discontinued, any unamortised cost of hedge is recognised immediately in profit or loss.



Note 25

## Financial Liabilities: Interest-bearing Loans and Borrowings

As of 31 December 2024		Committed (EUR millions)			Related derivatives contracts		
EUR Millions	Interest rate Maturity	Covenants	Utilised	Repayments	Unutilised	Average IRS rate	IRS nominal (EUR millions)
<b>Secured</b>							
Green Corporate Facility (RCF + term loan)	3 months EURIBOR + 2% - 2.75%	2031 Yes - refer to page 213	262	(6)	188	2.7%	247
Green Corporate Facility - Guarantee	0.80% - 1.20%	2026	119	—	81		
<b>Total Green Corporate Facility</b>			<b>381</b>	<b>(6)</b>	<b>269</b>		
P-Class Facility <sup>1</sup>	3 months EURIBOR + 1.5%	2035 Yes - refer to page 213	210	(4)	211	3.0%	105.1
M-Class Facility I & II	3 months EURIBOR + 2.5%	2035 Yes - refer to page 213	—	—	420		
<b>Unsecured</b>							
HoldCo Facility	3 months EURIBOR + 4%	2028 Yes - refer to page 213	125	—	—		
<b>Total (excluding Guarantee facility)</b>			<b>5972</b>	<b>(10)</b>	<b>819</b>		

1 For the P-Class Facility, up to EUR 425 million, EUR 214 million was available for Wind Peak of which EUR 210 million has been utilised and the remaining EUR 4 million lapsed.

2 The difference between EUR 597 million and the carrying amount of EUR 571 million is mainly related to interest and fees.

Green Corporate Facility (formerly referred to as “New debt Facility”)

On 29 June 2022, the Company entered into a Senior Secured Green Revolving Credit Facility (“RCF”) of a 3-year term loan of EUR 185 million with DNB Bank ASA. In June 2023, the Debt Facility was amended to increase the guarantee facility to EUR 60 million and to increase the committed revolving credit facility to EUR 250 million, resulting in an increase of the aggregate Debt Facility to EUR 310 million. The above was refinanced and the Group entered into the new RCF, as explained below.

In connection with the Business Combination, on 7 December 2023 the Company entered into a new senior secured credit and guarantee facilities (the “Green Corporate Facility”) of up to EUR 550 million providing for (i) a revolving credit facility of up to EUR 250 million (5 year tenor) (RCF - A), (ii) a revolving credit facility of up to EUR 100 million (18 months tenor) (RCF - B), (iii) a term loan of up to EUR 100 million (8.5 year tenor) guaranteed by The Danish Export and Investment Fund of Denmark (EIFO) and (iv) an uncommitted guarantee facility of up to EUR 100 million. The Green Corporate Facility has similar terms and conditions as the existing Debt Facility. The change of control provisions are similar to those included in the P-Class Facility (as described below).

On 6 August 2024, the Group achieved an extension of the RCF - B to 19 June 2027 and the increase from EUR 100 million to EUR 200 million in uncommitted guarantee lines. Total drawings within the entire loan facility will offer a maximum of EUR 450 million until the maturity of the RCF - B and thereafter a maximum of EUR 350 million for the remaining period of the loan facility.

The Company has utilised EUR 262 million of the total EUR 450 million available under the RCF. These funds were used to finance the main crane upgrades for Wind Orca and Wind Osprey.

Note 25

## Financial Liabilities: Interest-bearing Loans and Borrowings

*Continued from previous page*

In 2023, the Group repaid the outstanding amounts of Eneti's previous Credit Facility, which amounted to USD 59.4 million (of which Eneti repaid USD 12.6 million in October 2023 from the proceeds from the sale of Seajacks Hydra, Seajacks Leviathan and the Seajacks Kraken). In addition, the Group has repaid the amounts under its own Debt Facility amounting to EUR 115 million. The full repayment of the senior debt facility generated a finance cost for the write off of borrowing costs of approximately EUR 1.8 million in 2023.

At the end of the reporting period, EUR 188 million remains unutilised from the RCF.

### Holdco Facility

On 15 November 2023, the Group entered into an unsecured Holdco Facility in an aggregate amount of EUR 50 million (tenor of five years) with HSBC. The financing includes a non-committed accordion option of up to EUR 50 million. The purpose of the Holdco Facility is, among others, partial funding of the wind installation activities of the Group and general corporate purposes. The facility includes customary financial and other covenants.

On 7 February 2024, the Group secured additional capital, increasing the Holdco Facility from EUR 50 million to EUR 80 million. On 26 August 2024, the Company further increased the capacity available to it under its unsecured corporate term loan facility, with the lender commitments thereunder increased by EUR 45 million, bringing the total capacity available to EUR 125 million. As of 31 December 2024, the full funding available under the Holdco Facility was utilised.

### M-Class Facility I & II

On 16 August 2024, the Company successfully refinanced the USD 436 million Senior Secured Green Term Loan Facility (M-Class Facility) previously entered into by Eneti in respect of the two M-Class newbuilds the Group acquired upon the completion of its business combination with Eneti. The replacement facilities – one for each M-Class vessel (M-Class Facility I and M-Class Facility II) – have been entered into on materially improved terms, reflecting Cadeler's strong credit story and strengthened market position. This refinancing, supported by a broad banking group as well as several export credit agencies, secures an aggregate of EUR 420 million in post-delivery financing.

### P-Class Facility

Further, Cadeler A/S and two of its subsidiaries, WIND N1064 Limited and Wind Pace Limited (formerly referred as to N1063 Ltd), entered into a Sinore-backed green term loan facility of up to EUR 425 million (12 year tenor) (the "P-Class Facility") in December 2023 to finance the purchase of P-Class newbuilds. The funds under the P-Class Facility have been borrowed by WIND N1064 Limited and Wind Pace Limited (the future owners of the P-Class newbuilds) and may not be reborrowed once repaid.

On 12 August 2024, the Company has drawn EUR 210 million under the P-Class Facility to finance the final instalment for the delivery of the first P-Class Vessel in the same month.

### Covenants

The Group debt facilities include the following covenants:

#### All debt facilities

- Minimum Free Liquidity: Freely available cash and cash equivalents of i) the higher of EUR 35,000,000 or 5% of gross interest - bearing debt, if the ratio of forward-looking contract cash flow to net interest - bearing debt is above 50% or ii) EUR 50,000,000 or an amount equal to 7.5% of the gross interest - bearing debt at all other times.
- Equity Ratio: The ratio of book equity to total assets at all times to be minimum 35%.

Note 25

## Financial Liabilities: Interest-bearing Loans and Borrowings

*Continued from previous page*

- Working capital: the working capital shall be higher than zero (0).
- Minimum security value (loan – to - value for individual debt facilities).

### **Additional items included in Green Corporate Facility**

- if at any reported quarter the aggregated loans exceed 80% of the forward-looking expected cash revenues from legally binding contracts, the Contracted Cash Flows, the Borrower shall prepay the exceeding part of the Loans within five (5) Business Days.

### **Additional items included in Holdco Facility**

- the Group is subject to a debt service coverage ratio where cash flow available for debt service (including available liquidity covering cash, cash equivalents and undrawn Green Corporate Facility) at the Parent Company must be above Debt service cash flow related to the Holdco Facility (2:1).

### **Additional items included in M-Class Facility I & II**

- the Group is required to maintain a certain number of the employees in Denmark.

All covenants are tested half-yearly, at 30 June and 31 December. The Group is in compliance with all covenants.

As of the reporting date, M-Class facility I & II remain unutilised. Given their non-utilisation, no assessment of compliance with associated covenants has been necessary up to this point. These covenants, if applicable, will require assessment upon utilisation of the facilities and contain customary financial and other covenants, including certain change of control provisions, similar to those disclosed for the utilised facilities.

Additionally, the Group is in compliance with the below requirements:

Restriction on dividends: the Company is not permitted to pay any dividends or other distributions without lenders written consent. Across the Group's Debt Facilities, dividends and distributions should not exceed 50% of the consolidated net profit for the respective year and the net interest bearing debt to EBITDA ratio should not be lower than 2.75:1. Further, in the Holdco Facility, the Company is not allowed to make any distributions before the delivery of the P-Class, the first two A-Class and M-Class vessels.

Change of control: If any person or group of persons (other than Swire Pacific, Scorpio Group or the BW Group) acting in concert directly or indirectly gains control of 25% or more of the voting and/or ordinary shares of the Borrower, the Agent (acting on instructions from the majority lenders) may by written notice of sixty (60) days cancel the total commitments and demand prepayment of all amounts outstanding under the facilities.

### **Accounting policies**

Debt to credit institutions etc. is recognised at the time of borrowing at fair value after deduction of transaction costs incurred. Subsequently, the financial liabilities are measured at amortised cost using the "effective interest method", so that the difference between the proceeds and the nominal value is recognised in the statement of profit and loss under financial expenses over the loan period.

A financial liability is derecognised when the obligation under the liability is discharged, cancelled or expires.

**Note 25**

## Financial Liabilities: Interest-bearing Loans and Borrowings

*Continued from previous page*

When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability.

The difference in the respective carrying amounts of the asset and the liability is recognised in the statement of profit and loss.

**Note 26**

## Business Combination

On 19 December, 2023, the Group completed the acquisition of Eneti.

As of the reporting date, no adjustments or changes to the initial estimates and recognition have been identified. The business combination is considered final and will not result in further modifications to the financial statements.

The fair value of identified net assets and goodwill recognised in the Eneti acquisition comprises as follows:

EUR'000	19 December 2023
Vessels including dry docks	296,707
Vessel under construction	144,219
Other fixtures & fittings	598
Right-of-use assets	1,033
Trade and other receivables	29,408
Inventories	147
Prepayments	3,821
Cash and cash equivalents	106,056
<b>Total assets</b>	<b>581,989</b>
Provisions	6,987
Deferred tax liabilities	10,315
Trade and other payables	40,271
Lease liabilities	1,300
Deferred charter hire income	1,937
Current income tax liabilities	1,217
<b>Total liabilities</b>	<b>62,027</b>
<b>Total identifiable net assets at fair value</b>	<b>519,962</b>
Goodwill arising on acquisition	16,919
<b>Purchase price transferred</b>	<b>536,881</b>
Cash and cash equivalents acquired	106,056
Consideration paid in shares	441,228
<b>Net cash purchase price</b>	<b>(10,403)</b>



## Note 27

**Related Party Transactions**

The following significant transactions took place between the Company and related parties within the BW Group, Scorpio Holdings and Swire Pacific Offshore Holdings Group at terms agreed between the parties:

EUR'000	2024	2023	2022
Purchases of services from related parties	(8,260)	(9,216)	(8,047)
BW Group Limited (including subsidiaries)	(7,121)	(9,199)	(7,932)
Scorpio Holdings Limited (including subsidiaries)	(1,139)	(17)	—
Swire Pacific Offshore Holdings Group	—	—	(115)
Receivables from related parties at reported period	214	592	—
Scorpio Holdings Limited (including subsidiaries)	214	592	—
Payables to related parties at reported period	223	162	89
BW Group Limited (including subsidiaries)	181	10	89
Scorpio Holdings Limited (including subsidiaries)	42	152	—

Related party transactions over the reporting period are primarily linked to guarantee fees issued by the BW Group Limited, bunker supply by Hafnia Pools (member of the BW Group), costs related to training expenses by the BW Maritime and administrative expenses to Scorpio Services Holding.

In addition, Cadeler has not had significant transactions with the members of the Cadeler Board and the Executive Management apart from remuneration and expenses. Cadeler has not provided or granted any loans or guarantees to its directors or Executive Management. For information on remuneration paid to members of the Cadeler Board and Executive Management, refer to Note 8.

**Group's Related Party Transactions**

Members of Cadeler's Executive Management and its board of directors, as well as their respective close family members and entities controlled by them or over which they have significant influence are considered related parties of Cadeler. BW Altor Pte. Ltd. ("BW Altor") and Scorpio Holdings Limited ("Scorpio Holdings"), and certain of their respective affiliates are considered related parties as they are deemed to be controlled by, or under the significant influence of, Andreas Sohmen-Pao and Emanuele Lauro (each members of Cadeler's board of directors), respectively. For the financial year 2022, Swire Pacific Limited ("Swire Pacific") was considered a related party of Cadeler in light of its significant ownership stake and the fact that one of its employees served as a director on the Cadeler board of directors but, for accounting purposes, with effect from 1 January 2023, Cadeler has no longer considered Swire Pacific to be a related party due to its reduced ownership percentage and the fact that it is no longer represented on Cadeler's board of directors.

For the financial years ended 31 December 2024, 2023 and 2022, there were no material transactions between Cadeler or any company of the Cadeler Group and BW Altor, Scorpio Holdings and/or Swire Pacific (or their respective affiliates) other than the transactions described below.

**Share lending agreement with BW Altor**

In October 2022, Cadeler entered into a share lending agreement with BW Altor as the share lender for the purpose of facilitating delivery versus payment settlement of the Cadeler shares to be delivered to investors in connection with a private placement that took place in October 2022. As compensation for such share lending, BW Altor received a customary fee paid by Cadeler until the Cadeler Shares were redelivered and admitted to trading on the Oslo stock exchange. The amount paid to BW Altor pursuant to such share lending agreement amounted to EUR 85,000.

**Guarantees provided by BW Group**

BW Group has provided COSCO with four guarantees in respect of the sums payable by Cadeler in accordance with the contract for the construction of certain newbuilt P-Class and A-Class WTIVs in 2021, 2022 and 2023. Under this guarantee arrangement, certain fees are payable by the Group to BW Group until the guarantees are discharged in full.

On 27 May 2024, additional guarantees were provided in respect of the sums owed by Cadeler pursuant to the recently ordered third A-Class vessel.

Note 27

## Related Party Transactions

*Continued from previous page*

### **Bunker supply from Hafnia Pools (affiliate of BW Group)**

In April 2022, Hafnia Pools Pte Ltd, which is an affiliate of BW Group, and Cadeler entered into a service level agreement pursuant to which Hafnia Pools Pte Ltd agreed to supply marine bunker oil and related products to Cadeler's vessels in the port of Rotterdam and other ports in the Rotterdam area at market rates. The agreement includes standard terms and conditions, including related to late payments, termination, a cap on the liability of Hafnia Pools Pte Ltd and indemnification for third-party claims raised by suppliers of the fuel against Hafnia Pools Pte Ltd.

### **Performance guarantees issued by Swire Offshore Holdings Group**

During the course of 2020, Swire Pacific Offshore Holdings Limited, through its subsidiary Swire Pacific Offshore Operations Pte. Ltd., issued four performance guarantees and four bank guarantees in favour of the Cadeler Group's customers as security for performance of the Cadeler Group's obligations under its customers' contracts. These guarantees covered a period up until April 2022. Following the sale of Swire Pacific Offshore Holdings Limited by Swire Pacific in April 2022, Swire Pacific Offshore Holdings Limited is no longer considered to be a related party as it is no longer controlled by a significant shareholder of Cadeler, and the Cadeler Group put new performance guarantees in place.

In connection with the guarantees provided by Swire Pacific Offshore Holdings Limited, Cadeler entered into a deed of recourse with Swire Pacific Offshore Operations Pte Ltd., which has since terminated, pursuant to which:

- Cadeler had an obligation to indemnify Swire Pacific Offshore Operations Pte Ltd. for any liabilities incurred by Swire Pacific Offshore Operations Pte Ltd. in performing its obligations under the performance guarantees or in respect of any payments made under the bank guarantees; and
- Cadeler had an obligation to pay Swire Pacific Offshore Operations Pte Ltd. an arm's length fee for each guarantee issued and procured respectively by Swire Pacific Offshore Operations Pte Ltd. in favour of Cadeler's customers.

### **Transitional Service Agreement entered into in connection with Cadeler's listing on the OSE**

In October 2020, Cadeler entered into a transitional service agreement with Swire Pacific Offshore Operations Pte Ltd regarding services to be rendered to Cadeler during a transitional period following the initial public offering and admission to trading of the Cadeler shares on the OSE. Such services included, inter alia, assistance with financial reporting, tax, insurance, internal audit, IT, HR, procurement, technical and HSEQ support and services. The term of the agreement was limited to one year and could be terminated by either party at any time with three months' prior written notice. The agreement terminated in accordance with its terms in October 2021.

### **Training courses provided by BW Maritime**

BW Maritime has provided training courses for Cadeler's onshore staff and traveling costs reimbursements for board members

### **Administrative support provided by Scorpio Services Holding**

The Group, due to the business combination with Eneti, holds an agreement with Scorpio Services Holding ("SSH") for the provision of administrative staff, office space and accounting, legal compliance, financial and information technology services for which it is due to reimburse to SSH the direct and indirect expenses incurred while providing such services.

### **Ultramax and Kamsarmax pools**

Through the business combination the Company acquired receivables positions from Eneti transactions to Scorpio Group related parties for commercial management services. These services involved securing employment for Eneti's drybulk vessels in the spot market or on time charters. The pools are owned by Scorpio Holdings which is considered a related party.

**Note 28****Commitments and Pledges****Lease commitments**

The future minimum lease payables under non-cancellable low value and short-term leases contracted for at the balance sheet date but not recognised as liabilities are as follows:

EUR'000	2024	2023	2022
Not later than one year	117	1,090	53
Between one and five years	219	4,984	9
	<b>336</b>	<b>6,074</b>	<b>62</b>

As of 31 December 2023, the Company's lease commitments included tenure of the new headquarters. These commitments were reflected on the balance sheet starting in Q1 2024 as 'Right-of-Use Assets' and 'Lease Liabilities' in accordance with IFRS 16.

**Pledge of Fixed Assets**

The Green Corporate Facility detailed in Note 25 is secured by, inter alia, a first priority mortgage over the Wind Orca, Wind Osprey, Wind Scylla and Wind Zaratan Vessels (EUR 639 million carrying amount, see Note 13), first priority assignment of the earnings of the vessel owning entities, including certain change of control provisions which are similar to those included in the P-Class Facility.

The P-Class facility, detailed in Note 25, is secured by a first priority mortgage over the P-Class newbuilds, first priority assignments of the insurances and earnings of the P-Class newbuilds by Cadeler and the two borrowers and contain customary financial and other covenants, including certain change of control provisions. There will be a change of control under the P-Class Facility if any person or group of persons acting in concert (other than Swire Pacific and the BW Group) hold legally and beneficially more than 25% of each of the issued and outstanding share capital and/or the issued and outstanding voting share capital of Cadeler A/S. In addition, a number of changes to the ownership structure further down in the Group will trigger a change of control such as, among others, if either Wind Pace Limited (formerly referred as to N1063 Ltd) or Wind N1064 Limited ceases to be a wholly owned (direct or indirect) subsidiary of Cadeler.

**Wind Osprey & Wind Orca new crane contract**

In April 2024, the remaining payments were made upon completion of the upgrade project for the new cranes.

Commitments on newbuilds vessels:

As of 31 December 2024 Millions	P-Class	M-Class	A-Class	Total
Contract amount in EUR	220	—	299	519
Contract amount in USD	390	655	794	1,839
Total Contract amount translated to EUR	581	618	1,062	2,261
Commitment amount in EUR	—	—	105	105
Commitment amount in USD	193	425	724	1,342
Remaining commitment translated to EUR	185	409	801	1,395

Maturity of total payments are disclosed in note 23.

**P-Class vessels**

Since 30 June 2021, the Company had a contract with COSCO SHIPPING Heavy Industry CO. Ltd. ("COSCO") to build two new P-Class WTIVs. On 14 August 2024, Wind Peak has been delivered and the final instalments were made upon delivery.

The total sum of the contract for the two P-Class Vessels was approximately EUR 581 million, of which EUR 137 million was paid in 2021, EUR 14 million was paid in 2023 and EUR 245 million was paid in 2024. Of the total contract value, USD 390 million is to be paid (or has been paid) in USD and EUR 220 million has been paid in EUR. The remaining scheduled payments will fall due in 2025, upon delivery.



**Note 28****Commitments and Pledges***Continued from previous page***A-Class vessels**

On 9 May 2022 and 22 November 2022, the Company signed contracts with COSCO SHIPPING Heavy Industry to build a total of two new A-Class foundation installation vessel. In May 2024, the Company signed an additional contract with COSCO to build the third A-Class Wind Foundation Installation Vessel (WFIV).

The total sum of the contracts for the three vessels are approximately EUR 1.1 billion, of which approximately a total of EUR 167 million was paid in 2022 and EUR 94 million was paid in 2024. The remaining amounts are due in 2025, 2026 and 2027 with expected delivery in Q3/Q4 2025, Q3 2026 and Q2 2027.

Of the total contract value, USD 794 million is to be paid (or has been paid) in USD and EUR 299 million is to be paid (or has been paid) in EUR.

**M-Class vessels**

The Company, due to the business combination with Eneti, is under contract with Hanwha for the construction of two next generation offshore WTIVs.

The total sum of the contracts is approximately EUR 618 million, of which of which EUR 29.6 million, EUR 59.4 million, EUR 29.3 million and EUR 91.7 million were paid in 2021, 2022, 2023 and 2024, respectively. The remaining scheduled payments will fall in 2025 with expected delivery for Wind Mover in the fourth quarter of 2025 while Wind Maker was delivered on schedule in January 2025.

**Note 29****Group Information**

The consolidated financial statements of the Group include the following subsidiaries, which are all wholly owned by the Parent Company:

Entities	Country
<i>Vessel owning entities</i>	
Wind Orca Ltd	Cyprus
Wind Osprey Ltd	Cyprus
Wind Pace Ltd (formerly referred to as N1063 Ltd)	Cyprus
Wind N1064 Ltd	Cyprus
Wind Maker Ltd (formerly referred to as Seajacks 1 Ltd)	UK
Wind Mover Ltd (formerly referred to as Seajacks 5 Ltd)	UK
Wind Scylla Ltd (formerly referred to as Seajacks 5 Ltd)	UK
Seajacks 3 Japan LLC	Japan
<i>Trading and Operations</i>	
Cadeler UK Ltd (formerly referred to as Seajacks UK Ltd)	UK
Seajacks UK Ltd Taiwan Branch	Taiwan
Seajacks US Inc.	USA
Seajacks Merman Marine Ltd	Bermuda
Cadeler Crewing Services Ltd (formerly referred to as Seajacks Crewing Services Ltd)	UK
Seajacks Japan LLC	Japan
<i>Investment holding entities</i>	
Wind MI Ltd	Marshall Islands
Eneti (Bermuda) Ltd	Bermuda

## Note 29

## Group Information

Continued from previous page

During 2024, several entities were dissolved:

Entities	Country
Cadeler Holdings Ltd (formerly referred to as Atlantis Investorco Ltd)	UK
Investment holding entities (continuation)	
Atlantis Equityco Ltd	UK
Atlantis Midco Ltd	UK
Cadeler International Ltd (formerly referred to as Seajacks International Ltd)	UK
<i>Dormant entities</i>	
Seajacks 2 Ltd	UK
Seajacks 3 Ltd	UK
Seajacks 7 Limited	UK
Seajacks 8 Limited	UK
SBI Chartering and Trading Ltd	Marshall Islands
SBI Macarena Shipping Company Ltd	Marshall Islands
SBI Parapara Shipping Company Ltd	Marshall Islands
SBI Pegasus Shipping Company Ltd	Marshall Islands
SBI Perseus Shipping Company Ltd	Marshall Islands
SBI Taurus Shipping Company Ltd	Marshall Islands
<i>Dormant entities</i>	
Scorpio SALT LLC	USA
Bulk Run-Off Company Ltd	Marshall Islands
Windpower Alpha Ltd	Marshall Islands
Windpower Bravo Ltd	Marshall Islands
SBI Achilles Shipping Company Ltd	Marshall Islands
SBI Antares Shipping Company Ltd	Marshall Islands
SBI Apollo Shipping Company Ltd	Marshall Islands
SBI Aries Shipping Company Ltd	Marshall Islands
SBI Athena Shipping Company Ltd	Marshall Islands
SBI Bolero Shipping Company Ltd	Marshall Islands
SBI Bravo Shipping Company Ltd	Marshall Islands
SBI Capoeira Shipping Company Ltd	Marshall Islands
SBI Carioca Shipping Company Ltd	Marshall Islands
SBI Conga Shipping Company Ltd	Marshall Islands
SBI Cougar Shipping Company Ltd	Marshall Islands
SBI Cronos Shipping Company Ltd	Marshall Islands
SBI Echo Shipping Company Ltd	Marshall Islands
SBI Gemini Shipping Company Ltd	Marshall Islands
SBI Hera Shipping Company Ltd	Marshall Islands
SBI Hercules Shipping Company Ltd	Marshall Islands
SBI Hermes Shipping Company Ltd	Marshall Islands
SBI Hydra Shipping Company Ltd	Marshall Islands
SBI Hyperion Shipping Company Ltd	Marshall Islands
SBI Jaguar Shipping Company Ltd	Marshall Islands
SBI Jive Shipping Company Ltd	Marshall Islands
SBI Lambada Shipping Company Ltd	Marshall Islands
SBI Leo Shipping Company Ltd	Marshall Islands
SBI Libra Shipping Company Ltd	Marshall Islands

Note 29

# Group Information

*Continued from previous page*

During 2024, several entities were dissolved:

Entities	Country
SBI Lynx Shipping Company Ltd	Marshall Islands
SBI Lyra Shipping Company Ltd	Marshall Islands
SBI Mazurka Shipping Company Ltd	Marshall Islands
SBI Phoenix Shipping Company Ltd	Marshall Islands
SBI Reggae Shipping Company Ltd	Marshall Islands
SBI Rock Shipping Company Ltd	Marshall Islands
SBI Sousta Shipping Company Ltd	Marshall Islands
SBI Tethys Shipping Company Ltd	Marshall Islands
SBI Zeus Shipping Company Ltd	Marshall Islands
Crawford Path LLC	Delaware
Scorpio Salt LLC	Delaware
SBI Maia Shipping Company Ltd	Marshall Islands
SBI Orion Shipping Company Ltd	Marshall Islands
SBI Phoebe Shipping Company Ltd	Marshall Islands
SBI Pisces Shipping Company Ltd	Marshall Islands
SBI Poseidon Shipping Company Ltd	Marshall Islands
SBI Rumba Shipping Company Ltd	Marshall Islands
SBI Samba Shipping Company Ltd	Marshall Islands
SBI Samson Shipping Company Ltd	Marshall Islands
SBI Subaru Shipping Company Ltd	Marshall Islands
SBI Swing Shipping Company Ltd	Marshall Islands
SBI Tango Shipping Company Ltd	Marshall Islands
SBI Thalia Shipping Company Ltd	Marshall Islands
SBI Ursa Shipping Company Ltd	Marshall Islands
SBI Virgo Shipping Company Ltd	Marshall Islands
SBI Zumba Shipping Company Ltd	Marshall Islands



**Note 30**

## **Events After Reporting Period**

**Delivery of M-Class vessel**

On 31 January 2025, the Company took delivery of the sixth vessel in its fleet, Wind Maker, which was delivered at the Hanwha Ocean Shipyard in Korea. Additionally, on 23 January 2025, the Company drew down half of the M-Class Facility to pay the last instalment amounted to approximately EUR 212 million.

**Utilisation Request under P-Class Facility**

On 17 March 2025, the Company requested the utilisation of EUR 211 million under the P-Class Facility to finance the final instalment for the second P-Class Vessel, which is expected to be delivered imminently.

**A-Class Facility signed**

On 21 March 2025, Cadeler and two of its subsidiaries, Wind Ally Limited and Wind Ace Limited, entered into a Sinosure-backed Green Term Loan Facility of up to EUR 575 million (with a 12 year tenor) (the “A-Class Facility”) with a group of banks led by DNB and supported by Credit Agricole, CIC, HSBC, KfW-IPEX, OCBC, Rabobank, Santander, Société Générale, Sparebank 1 SR-Bank and Standard Chartered Bank, to finance the purchase of the first two of the Cadeler Group’s three A-Class Vessels. The terms of the A-Class Facility are substantially identical to those of the P-Class Facility and the M-Class Facility, except that the effectiveness of the A-Class Facility is contingent upon the receipt by the lenders thereunder of written confirmation from Sinosure, prior to May 31, 2025, that each of the insurance policies to be issued by Sinosure in connection with such facility are approved for issuance. Sinosure has issued a letter indicating its intention to obtain such approval and the Cadeler Group’s management expects to receive the relevant written confirmation and to confirm the effectiveness of the A-Class Facility prior to May 31, 2025.

**Note 31**

## **Authorisation of Financial Statements**

These financial statements were authorised for issue in accordance with a resolution of the Board of Directors and Executive Management of Cadeler A/S on 25 March 2025 and will be recommended for approval by the shareholders of the Company at the annual general meeting to be held on 22 April 2025.

## Vedtægter for Cadeler A/S

CVR nr. 31180503

### 1 Navn og formål

- 1.1 Selskabets navn er Cadeler A/S.  
Selskabets binavne er Blue Ocean Ships A/S og Swire Blue Ocean A/S.
- 1.2 Selskabets formål er at drive skibe, rederier og udvikle skibsprojekter.

### 2 Kapital og aktier

- 2.1 Selskabets kapital udgør 350.957.583 kr. fordelt i aktier á 1 kr. eller multipla deraf.
- 2.2 Aktiekapitalen er fuldt indbetalt.
- 2.3 Selskabets aktier skal lyde på navn og skal noteres på navn i selskabets ejerbog.
- 2.4 Ingen aktier skal have særlige rettigheder.
- 2.5 Ingen aktionær skal være forpligtet til at lade sine aktier indløse.
- 2.6 Aktierne er omsætningspapirer. Der gælder ingen indskrænkninger i aktiernes omsættelighed.
- 2.7 Selskabets ejerbog føres igennem den norske Verdipapirsentralen af DNB Bank ASA, Registrars department ("DNB"), registreringsnummer 984 851 006, Dronning Eufemias gate 30, 0191 Oslo, Norge, i henhold til aftale mellem selskabet og DNB vedrørende føring af ejerbog.
- 2.8 Ejerbogen er ikke tilgængelig for aktionærerne bortset fra, at navnene på de 20 største aktionærer skal være tilgængelige for offentligheden med forbehold for

## Articles of Association of Cadeler A/S

Company reg. no. 31180503

### Name and objects

The name of the Company is Cadeler A/S.  
The secondary names of the Company are Blue Ocean Ships A/S and Swire Blue Ocean A/S.  
The objects of the Company are to carry on business in the area of shipping and to develop ship projects.

### Share capital and shares

The Company's share capital is DKK 350,957,583 divided into shares of DKK 1 or multiples hereof.  
The share capital has been paid up in full.  
The shares of the Company shall be issued in the name of the holder and shall be recorded in the name of the holder in the Company's register of shareholders.  
No shares shall confer special rights.  
No shareholder shall be obliged to have his shares redeemed.  
The shares are negotiable instruments. No restrictions shall apply to the negotiability of the shares.  
The register of shareholders is kept through the Norwegian Central Securities Depository ("Verdipapirsentralen"), and maintained on behalf of the company by DNB Bank ASA, Registrars department ("DNB"), company registration number 984 851 006, Dronning Eufemias gate 30, 0191 Oslo, Norway, pursuant to a registrar agreement entered into between the Company and DNB.  
The register of shareholders shall not be available for inspection by the shareholders except that the identity of the 20 largest shareholders shall be available to the public subject to any restrictions

# CADELER

begrænsninger i henhold til den enhver tid gældende persondataret og med forbehold for forudgående notifikation til selskabet.

Informationer i selskabets ejerbog skal gøres tilgængelig for enhver offentlig myndighed i Danmark og Norge, der anmoder herom.

- 2.9 Selskabet har ikke udstedt aktiebrev. Aktierne er registreret hos og udstedt i dematerialiseret form gennem den norske Verdipapirsentralen, drevet af Verdipapirsentralen ASA, registreringsnummer 985 140 421. Udbytte udbetales gennem den norske Verdipapirsentralen i henhold til aftale mellem selskabet og DNB vedrørende føring af ejerbog. Rettigheder vedrørende aktierne skal anmeldes til den norske Verdipapirsentralen efter de herom gældende regler.

### 3 Forhøjelse af kapital

- 3.1 Bestyrelsen er i perioden indtil 22. april 2026 bemyndiget til uden fortegningsret for selskabets eksisterende aktionærer at forhøje selskabets aktiekapital ad én eller flere gange med i alt op til nominelt kr. 70.185.000. Forhøjelsen skal ske til minimum markedskurs og kan ske ved kontant betaling, konvertering af gæld eller ved apportindskud.
- 3.2 Bestyrelsen er i perioden indtil den 22. april 2026 bemyndiget til med fortegningsret for selskabets eksisterende aktionærer at forhøje selskabets aktiekapital ad én eller flere gange med i alt op til nominelt kr. 70.185.000. Forhøjelsen kan ske ved kontant betaling og tegningskursen fastsættes af bestyrelsen og kan være lavere end markedskursen.
- 3.3 Bestyrelsen er i perioden indtil den 30. september 2025 bemyndiget til uden fortegningsret for selskabets eksisterende aktionærer at forhøje selskabets aktiekapital ad én eller flere gange med i alt op til nominelt kr. 5.000.000 i forbindelse med udstedelse af nye aktier til medlemmer bestyrelsen, direktionen og/eller medarbejdere i selskabet og/eller i dets datterselskaber. De nye aktier

under applicable personal data regulations in force at a given time and subject to the prior notification to the Company.

Information included in the register of shareholders shall be made available to any public authority in Denmark and Norway who have so requested.

The Company has not issued share certificates. The shares are registered with and issued in dematerialized book-entry form through the Norwegian Central Securities Depository ("Verdipapirsentralen"), operated by Verdipapirsentralen ASA, company registration number 985 140 421. Dividend is paid out through Verdipapirsentralen, pursuant to a registrar agreement entered into between the company and DNB. Rights concerning the shares shall be notified to Verdipapirsentralen in accordance with applicable rules.

### Increase of share capital

The Board is, until 22 April 2026, authorised to increase the share capital of the Company in one or more issues without pre-emption rights for the Company's existing shareholders by up to a nominal amount of DKK 70,185,000. The capital increase shall take place at or above market price and may be effected by cash payment, conversion of debt or by contribution of assets other than cash.

The Board is, until 22 April 2026, authorised to increase the share capital of the Company in one or more issues of new shares with pre-emption rights for the Company's existing shareholders by up to a nominal amount up to DKK 70,185,000. The capital increase shall take place by cash payment at a subscription price to be determined by the Board of Directors, which may be below market price.

The Board is, until 30 September 2025, authorised to increase the share capital of the Company in one or more issues without pre-emption rights for the Company's existing shareholders by up to a nominal amount of DKK 5,000,000 in connection with issue of new shares to members of the Board, Executive Management and/or employees of the Company and/or of the Company's subsidiaries. The capital increase shall be effected by cash payment at a

# CADELER

udstedes mod kontant betaling til en tegningskurs, der fastsættes af bestyrelsen, og som kan være lavere end markedskursen.

- 3.3.1 Bestyrelsen har den 26. juni 2024 besluttet delvist at udnytte bemyndigelsen i punkt 3.3 til at forhøje selskabets aktiekapital med nominelt 27.715 ved kontant betaling uden fortegningsret for selskabets eksisterende aktionærer, hvorefter nominelt DKK 27.715 af bemyndigelsen er tegnet.
- 3.4 For nyudstedte aktier i henhold til punkt 3.1, 3.2 og 3.3 skal i øvrigt gælde, at de nye aktier skal være fuldt indbetalte, lyde på navn og noteres på navn i selskabets ejerbog, samt at de nye aktier er omsætningspapirer og har i øvrigt i enhver henseende samme rettigheder som de eksisterende aktier. Bestyrelsen bemyndiges til at fastsætte de nærmere vilkår for kapitalforhøjelser i henhold til ovenstående bemyndigelser og til at foretage de ændringer i selskabets vedtægter, der måtte være nødvendige som følge af bestyrelsens udnyttelse af de nævnte bemyndigelser.
- 3.5 Forhøjelser af selskabets aktiekapital, som bestyrelsen er bemyndiget til at foretage under vedtægternes punkt 3.1 og 3.2, må ikke samlet overstige nominelt kr. 70.185.000.

## 4 Generalforsamling, afholdelsessted og indkaldelse

- 4.1 Selskabets generalforsamling afholdes i Region Hovedstaden.
- 4.2 Bestyrelsen kan, hvis det vurderes hensigtsmæssigt og relevant, beslutte at gennemføre generalforsamlingen elektronisk uden mulighed for fysisk fremmøde (fuldstændig elektronisk generalforsamling).

En beslutning om afholdelse af en fuldstændig elektronisk generalforsamling forudsætter, at generalforsamlingen kan afvikles på betryggende vis, således at aktionærer kan deltage i, ytre sig samt stemme på generalforsamlingen via elektroniske midler.

subscription price to be determined by the Board, which may be below market price.

On 26 June 2024, the Board of Directors decided to exercise the authorisation set out in Article 3.3 partially by increasing the Company's share capital by nominally DKK 27,715 through cash payment without pre-emption rights for the Company's existing shareholders, following which a nominal value of DKK 27,715 has been subscribed for.

New shares issued pursuant to Articles 3.1, 3.2 and 3.3 shall be paid in full, shall be issued in the name of the holder, shall be recorded in the name of the holder in the Company's register of shareholders, shall be negotiable instruments and shall in every respect carry the same rights as the existing shares. The Board is authorised to lay down the terms and conditions for capital increases pursuant to the above authorisations and to make any such amendments to the Company's Articles of Association as may be required as a result of the Board's exercise of said authorisations.

The capital increases that the Board of Directors are authorised to carry out pursuant to Articles 3.1 and 3.2 may not exceed a nominal amount of DKK 70,185,000.

## General meeting, venue and notice

General Meetings of the Company shall be held in the Capital Region of Denmark.

The Board may, if deemed appropriate and relevant, resolve to conduct the General Meeting electronically without the possibility of physical attendance (a completely electronic General Meeting).

A resolution to conduct a completely electronic General Meeting requires that the General Meeting can be conducted in a proper manner ensuring that shareholders will be able to participate, express their opinions and vote at the General Meeting by electronic means.

---



# CADELER

Nærmere oplysninger vil kunne findes på selskabets hjemmeside og i indkaldelserne til de pågældende generalforsamlinger, ligesom skriftlig meddelelse vil blive sendt til alle noterede aktionærer, som har fremsat begæring herom.

- 4.3 Den ordinære generalforsamling afholdes hvert år i så god tid, at den reviderede og godkendte årsrapport kan indsendes til Erhvervsstyrelsen, så den er modtaget i styrelsen inden udløbet af fristen i årsregnskabsloven, som er fire måneder efter regnskabsårets afslutning.
- 4.4 Indkaldelse til generalforsamling foretages af bestyrelsen tidligst fem uger og senest tre uger før generalforsamlingen. Indkaldelsen offentliggøres på selskabets hjemmeside. Indkaldelse sendes endvidere til alle aktionærer noteret i ejerbogen, som har fremsat begæring herom.
- 4.5 Selskabet skal senest otte uger før dagen for den påtænkte afholdelse af den ordinære generalforsamling offentliggøre datoen for afholdelse af generalforsamlingen samt fristen for aktionærers fremsættelse af forslag til bestemte emners optagelse på dagsordenen.
- 4.6 Ekstraordinær generalforsamling afholdes, når bestyrelsen, revisor eller aktionærer, der ejer mindst 5% af aktiekapitalen, har forlangt det. I sidstnævnte tilfælde må krav om indkaldelse rejses skriftligt over for bestyrelsen med angivelse af de emner, som ønskes forelagt generalforsamlingen. Ekstraordinær generalforsamling skal indkaldes senest to uger efter, at det er forlangt.
- 4.7 I en periode på mindst tre uger før enhver generalforsamling, inklusive datoen for generalforsamlingens afholdelse, gøres følgende oplysninger tilgængelige på selskabets hjemmeside:
  - a. Indkaldelsen til generalforsamlingen

Further information will be available on the Company's website and in the relevant notices of the General Meetings, and written notice will be sent to all registered shareholders who have so requested.

The Annual General Meeting shall be held every year in due time for the audited and adopted annual report to be sent to and received by the Danish Business Authority within the time limit mentioned in the Danish Financial Statements Act, which is four months after the end of the financial year.

A General Meeting shall be called by the Board with not more than five weeks' notice and not less than three weeks' notice. The notice shall be published on the Company's website. Furthermore, a notice of the General Meeting shall be sent to all shareholders recorded in the Company's register of shareholders who have so requested.

The Company shall no later than eight weeks before the contemplated date of the Annual General Meeting publish the date of the General Meeting and the deadline for submitting requests for specific proposals to be included on the agenda.

An Extraordinary General Meeting shall be held when requested by the Board, the auditor or on the request by a shareholder that owns at least 5% of the share capital. A request from a shareholder that an Extraordinary General Meeting must be called shall be submitted in writing to the Board along with a specification of the subjects that the shareholder wishes to present before the General Meeting. The Extraordinary General Meeting shall be convened within two weeks of such request.

For a period of at least three weeks before every General Meeting, , including the date of the General Meeting, the following information shall be available on the Company's website:

- a. The notice convening the General Meeting
- b. The aggregate number of shares and voting rights at the date of the notice

# CADELER

- b. Det samlede antal aktier og stemmerettigheder pr. datoen for indkaldelsen
  - c. De dokumenter, der skal fremlægges på generalforsamlingen
  - d. Dagsorden og de fuldstændige forslag, der agtes fremsat på generalforsamlingen, samt for den ordinære generalforsamlings vedkommende den reviderede årsrapport
  - e. De formularer, der skal anvendes ved stemmeafgivelse pr. fuldmagt eller skriftligt ved brevstemme
- 4.8 Selskabets generalforsamlinger afholdes på engelsk. Bestyrelsen kan beslutte at tilbyde simultantolkning til dansk. Dokumenter udarbejdet i forbindelse med eller efter generalforsamlingen udarbejdes på engelsk og i det omfang lovgivningen kræver det eller, hvis det besluttes af bestyrelsen, på dansk.
- 4.9 Generalforsamlingen vælger en dirigent, der leder forhandlingerne og afgør alle spørgsmål vedrørende sagernes behandling.

## 5 Dagsorden for den ordinære generalforsamling

- 5.1 Dagsorden på den ordinære generalforsamling skal omfatte:
- 1. Generalforsamlingens valg af dirigent for generalforsamlingen.
  - 2. Fremlæggelse og godkendelse af årsrapporten.
  - 3. Anvendelse af overskud eller dækning af tab i henhold til det godkendte regnskab.
  - 4. Fremlæggelse og godkendelse af vederlagsrapport.
  - 5. Beslutning om meddelelse af decharge til bestyrelsen og direktionen.

- c. The documents to be presented at the General Meeting
- d. The agenda and the complete proposals submitted for the General Meeting as well as - in the case of the Annual General Meeting - the audited Annual Report
- e. The forms to be used for voting by proxy or by postal vote

General Meetings shall be held in English. The Board may decide to offer simultaneous interpretation into Danish. Documents prepared in connection with or following a General Meeting shall be in English and, if decided by the Board or required by applicable law, in Danish.

The General Meeting appoints a chairman to preside over the General Meeting and decide upon all questions of procedure.

## Agenda for the Annual General Meeting

The agenda for the Annual General Meeting shall include the following business:

- 1. The General Meeting's election of the chairman of the general meeting.
  - 2. Presentation and adoption of the annual report.
  - 3. Distribution of profits or covering of losses according to the annual report adopted.
  - 4. Presentation and adoption of the annual remuneration report.
  - 5. Resolution to grant discharge of liability to the Board and the Executive Management.
-

# CADELER

6. Godkendelse af vederlag til bestyrelsen for indeværende regnskabsår.
7. Valg af medlemmer til bestyrelsen, herunder formand.
8. Valg af revisor.
9. Bemyndigelse til at erhverve egne aktier, hvis relevant.
10. Eventuelle forslag fra bestyrelsen eller aktionærer.
11. Eventuelt.

5.2 Aktionærer kan skriftligt over for bestyrelsen fremsætte krav om optagelse af et bestemt emne på dagsordenen til den ordinære generalforsamling. Begæring herom skal fremsættes skriftligt til bestyrelsen senest seks uger før den ordinære generalforsamlings afholdelse.

## **6 Aktionærernes møde- og stemmeret på generalforsamlingen**

- 6.1 En aktionærs ret til at deltage i en generalforsamling og til at afgive stemme fastsættes i forhold til de aktier, aktionæren besidder på registreringsdatoen. Registreringsdatoen ligger en uge før generalforsamlingen.
- 6.2 Enhver aktionær, der er berettiget til at deltage i generalforsamlingen, og som ønsker at deltage i generalforsamlingen, skal senest tre dage før afholdelse af generalforsamlingen anmelde sin deltagelse til selskabet.
- 6.3 En aktionær kan møde personligt eller ved fuldmægtig, og både aktionæren og fuldmægtigen er berettiget til at møde med en rådgiver.
- 6.4 Stemmeret kan udøves i henhold til skriftlig og dateret fuldmagt i overensstemmelse med den til enhver tid gældende lovgivning herom.
- 6.5 Enhver aktionær, der er berettiget til at deltage i en generalforsamling kan endvidere stemme

6. Approval of remuneration of the Board for the current financial year.
7. Election of members to the Board, including Chairman.
8. Appointment of auditor.
9. Authorisation to acquire treasury shares, if relevant.
10. Any proposals from the Board or shareholders.
11. Any other business.

The shareholders may submit requests to the Board for the inclusion of a specific item on the agenda of the Annual General Meeting. Any request must be submitted in writing to the Board not later than six weeks before the date of the Annual General Meeting.

## **Shareholders' attendance and voting rights at the General Meeting**

The right of a shareholder to attend and vote at a General Meeting is determined by the shares held by the shareholder at the record date. The record date is one week prior to the General Meeting.

A shareholder who is entitled to attend the General Meeting and who wants to attend the General Meeting shall notify the Company of its attendance not later than three days prior to the date of the General Meeting.

A shareholder may attend in person or by proxy, and the shareholder or the

proxy may attend together with an adviser.

The right to vote may be exercised by a written and dated instrument of proxy in accordance with applicable law.

A shareholder who is entitled to participate in the general meeting may vote by postal vote in

# CADELER

skriftligt ved brevstemme i overensstemmelse med selskabslovens regler herom. Brevstemmer skal være selskabet i hænde senest to hverdage før generalforsamlingen. Brevstemmer kan ikke tilbagekaldes.

accordance with the provisions of the Danish Companies Act. Such postal votes shall be received by the Company not later than two business days before the General Meeting. Postal votes cannot be withdrawn.

6.6 På generalforsamlingen giver hver aktie på 1 kr. én stemme.

Each share of DKK 1 shall carry one vote at the General Meeting.

6.7 En person, der er registreret i selskabets ejerbog som indehaver af aktier, og som handler erhvervmæssigt på vegne af andre fysiske eller juridiske personer, herunder indehavere af American Depositary Shares, der repræsenterer aktier i selskabet, kan afgive stemmer, der ikke er identiske for alle sådanne aktier.

A person registered in the Company's register of shareholders as a holder of shares and acting in a professional capacity on behalf of other natural or legal persons, including holders of American Depositary Shares representing shares of the Company, may cast votes that are not identical for all such shares.

## 7 Beslutninger på generalforsamlinger

## Resolutions at General Meetings

7.1 De på generalforsamlingen behandlede anliggender afgøres ved almindelig stemmeflerhed af de tilstedeværende stemmer, med mindre Selskabsloven eller vedtægterne foreskriver særlige regler om repræsentation og majoritet.

At the General Meeting, all resolutions shall be passed by a simple majority of votes cast, unless the Danish Companies Act or the Articles of Association prescribe special rules with regards to representation and majority.

7.2 Over forhandlingerne på generalforsamlingen føres en protokol, der underskrives af dirigenten.

The business transacted at the General Meeting shall be recorded in a minute book to be signed by the chairman of the General Meeting.

## 8 Nomineringskomité

## Nomination committee

8.1 Selskabet skal have en nomineringskomité. Nomineringskomitéen skal afgive anbefalinger til generalforsamlingen vedrørende valg af generalforsamlingsvalgte bestyrelsesmedlemmer samt valg af medlemmer til nomineringskomitéen. Nomineringskomitéen skal herudover afgive anbefalinger til bestyrelsen vedrørende vederlag til nomineringskomitéens medlemmer samt vederlag til bestyrelsesmedlemmer, der indstilles af bestyrelsen til generalforsamlingen.

The company shall have a Nomination Committee. The Nomination Committee shall make recommendations to the General Meeting regarding election of shareholder-elected members to the Board and election of members to the Nomination Committee. The Nomination Committee shall furthermore make recommendations to the Board regarding remuneration of the members of the Nomination Committee as well as remuneration of the members of the Board, which is resolved by the General Meeting pursuant to proposal from the Board.

8.2 Nomineringskomitéen skal bestå af to til tre medlemmer. Nomineringskomitéens medlemmer, herunder nomineringskomitéens formand, vælges af generalforsamlingen for en

The Nomination Committee shall consist of two to three members. The members of the Nomination Committee, including the chairman of the Nomination Committee, are elected by the General

---

# CADELER

periode på et eller to år. Nomineringskomitéens medlemmer kan genvælges. Hvis generalforsamlingen ikke har valgt nomineringskomitéens formand, vælger komitéen sin formand blandt sine medlemmer.

- 8.3 Nomineringskomitéens anbefalinger begrænser ikke aktionærers ret til at foreslå bestyrelseskandidater på generalforsamlingen.
- 8.4 Medlemmerne af nomineringskomitéen er underlagt tavshedspligt efter samme regler som medlemmerne af Selskabets bestyrelse. Generalforsamlingen skal ved en forretningsorden for nomineringskomiteen træffe nærmere bestemmelser om nomineringskomitéens sammensætning og virke. Selskabet skal sikre, at forretningsordenen for nomineringskomitéen til enhver tid er offentliggjort på Selskabets hjemmeside.
- 9 Bestyrelsen**
- 9.1 Bestyrelsen består af tre til syv medlemmer, der vælges af generalforsamlingen. Bestyrelsesmedlemmer afgår hvert andet år ved den ordinære generalforsamling.
- Fratrædende medlemmer kan genvælges.
- 9.2 Generalforsamlingen vælger formanden samt næstformanden.
- 9.3 Bestyrelsen er beslutningsdygtig, når over halvdelen af bestyrelsesmedlemmerne er til stede. Beslutninger i bestyrelsen træffes ved simpelt flertal. I tilfælde af stemmelighed gør formandens stemme udslaget.
- 9.4 Næstformanden fungerer som formandens stedfortræder. Ved permanent forfald af formanden og/eller næstformanden kan bestyrelsen konstituere sig selv indtil næste ordinære generalforsamling.

Meeting for a term of one or two years. The members of the Nomination Committee shall be eligible for reelection. If the general meeting has not elected the chairman of the committee, the committee shall elect the chairman among its members.

The recommendations of the Nomination Committee do not restrict the right of shareholders to propose Board candidates to the general meeting.

Members of the Nomination Committee are subject to a duty of confidentiality according to the same rules as those applying to members of the Company's Board. The general meeting shall lay down instructions for the Nomination Committee concerning its composition and activities. The Company shall ensure that the instructions of the Nomination Committee are posted on the Company's website from time to time.

## **The Board**

The Board shall consist of three to seven members elected at the General Meeting. Members of the Board shall retire every second year at the Annual General Meeting.

Retiring members shall be eligible for reelection.

The General Meeting shall elect the Chairman and the Vice Chairman.

The Board shall form a quorum when more than half of the members of the Board are present. Resolutions of the Board are passed by a simple majority. In case of an equality of votes, the Chairman of the Board shall hold the casting vote.

The Vice Chairman shall act as substitute for the Chairman. In the event of permanent absence of the Chairman and/or Vice Chairman, the Board of Directors shall be entitled to elect a new Chairman or Vice Chairman who shall remain in office until the next Annual General Meeting.

# CADELER

9.5 Bestyrelsen er bemyndiget til at træffe en eller flere beslutninger om udlodning af ekstraordinært udbytte.

## 10 Direktion

10.1 Bestyrelsen udpeger en direktion bestående af et til fire medlemmer, som anmeldes til Erhvervsstyrelsen, til at varetage den daglige ledelse af selskabet.

## 11 Skadesløsholdelse

11.1 Selskabets generalforsamling har vedtaget en ordning for skadesløsholdelse af nuværende, tidligere og fremtidige medlemmer af Bestyrelsen og Direktionen for tab herunder omkostninger, udgifter og eventuelle skatteforpligtelser i forbindelse hermed, som sådanne personer måtte pådrage sig i forbindelse med udførelsen af deres opgaver som medlem af Bestyrelsen eller Direktionen. Ordningen for skadesløsholdelse implementeres og administreres af Bestyrelsen i overensstemmelse med generalforsamlingens beslutning

## 12 Tegningsregel

12.1 Selskabet tegnes af:

1. Bestyrelsens formand i forening med et medlem af bestyrelsen.
2. Bestyrelsens formand i forening med et medlem af direktionen.
3. Fire bestyrelsesmedlemmer i forening.
4. To medlemmer af direktionen.
5. Den samlede bestyrelse.

## 13 Elektronisk kommunikation

13.1 Al kommunikation fra selskabet til de enkelte aktionærer, herunder indkaldelse til

The Board is authorised to pass one or more resolutions to distribute interim dividends.

## Executive Management

The Board of Directors appoints an Executive Management consisting of one to four members, who shall be registered with the Danish Business Authority, to be in charge of the day-to-day management of the Company.

## Indemnification Scheme

The Company's general meeting has adopted a resolution approving a scheme for indemnification of current, former and future members of the Board of Directors and Executive Management in respect of losses including any costs, expenses and potential tax liabilities associated therewith incurred by such persons arising out of the discharge of their duties as a member of the Board of Directors or Executive Management. The indemnification scheme is implemented and managed by the Board of Directors in accordance with the resolution of the general meeting.

## Powers to bind

The Company shall be bound by:

1. The joint signatures of the Chairman of the Board and one member of the Board.
2. The joint signatures of the Chairman of the Board and one member of the executive management.
3. The joint signatures of four members of the Board of Directors.
4. The joint signatures of two members of the executive management.
5. The joint signatures of all members of the Board.

## Electronic communication

All communication from the Company to the individual shareholders, including notices convening

# CADELER

generalforsamlinger, kan ske elektronisk via offentliggørelse på selskabets hjemmeside eller ved udsendelse via e-mail. Generelle meddelelser gøres tilgængelige på selskabets hjemmeside og på sådan anden måde, som måtte være foreskrevet i henhold til lov. Selskabet kan som et alternativ vælge at fremsende meddelelser mv. med almindelig post.

- 13.2 Kommunikation fra aktionærer til selskabet kan ske ved e-mail eller med almindelig post.
- 13.3 Det er den enkelte aktionærs ansvar at sikre, at selskabet til stadighed er i besiddelse af korrekte oplysninger om aktionærens e-mailadresse. Selskabet har ingen pligt til at søge oplysningerne berigtiget eller til at fremsende meddelelser på anden måde.
- 13.4 Selskabets hjemmeside indeholder oplysninger om kravene til de anvendte systemer samt om fremgangsmåden i forbindelse med elektronisk kommunikation.

## 14 Årsrapport

- 14.1 Revision af selskabets årsrapport foretages af den generalforsamlingsvalgte statsautoriserede revisor, der vælges for et år ad gangen. Genvalg kan finde sted, i det omfang det er tilladt under gældende lovgivning.

## 15 Sprog

- 15.1 Årsrapporten skal udarbejdes på engelsk.
- 15.2 Selskabets concernsprog er engelsk.
- 15.3 Selskabsmeddelelser udarbejdes på engelsk.

## 16 Regnskabsår

- 16.1 Selskabets regnskabsår løber fra 01.01 til 31.12.

General Meetings, may take place electronically by posting on the Company's website or by email. General notices shall be published on the Company's website and in such other manner as may be prescribed by applicable law. The Company may as an alternative choose to send notices, etc. by ordinary post.

Communication from a shareholder to the Company may take place by email or by ordinary post.

Each shareholder is responsible for ensuring that the Company has the correct email address at all times. The Company is not obliged to verify such contact information or to send notices in any other way.

The Company's website contains information about system requirements and electronic communication procedures.

## Annual report

The annual report of the Company shall be audited by the State-authorized Public Accountant, appointed for a one-year term at the General Meeting. Auditors may be re-elected to the extent permitted under applicable law.

## Language

The Annual Report shall be in English.

The Company's corporate language is English.

Company announcements shall be prepared in English.

## Financial year

The financial year of the Company shall be from 1 January to 31 December.

--ooOoo--

--ooOoo--

---

# CADELER

Således vedtaget på selskabets ekstraordinære generalforsamling den 26. oktober 2020, opdateret i henhold til bestyrelsesbeslutning af 16. november 2020, i henhold til bestyrelsesbeslutning af 28. april 2021, i henhold til generalforsamlingsbeslutning af 29. april 2021, i henhold til generalforsamlingsbeslutning af 26. april 2022, i henhold til bestyrelsesbeslutning af 3. maj 2022, i henhold til generalforsamlingsbeslutning af 7. oktober 2022, i henhold til bestyrelsesbeslutning af 12. oktober 2022, i henhold til generalforsamlingsbeslutning af 25. april 2023, i henhold til generalforsamlingsbeslutning af 14. juli 2023, i henhold til bestyrelsesbeslutning af 14. juli 2023 som gennemført den 19. december 2023, i henhold til bestyrelsesbeslutning af 14. februar 2024, i henhold til generalforsamlingsbeslutning af 20. februar 2024, i henhold til generalforsamlingsbeslutning af 23. april 2024, i henhold til bestyrelsesbeslutning af 26. juni 2024 og senest i henhold til generalforsamlingsbeslutning af 11. november 2024.

As adopted at an Extraordinary General Meeting of the Company on 26 October 2020, amended in accordance with decision by the Board of Directors dated 16 November 2020, in accordance with decision by the Board of Directors dated 28 April 2021, in accordance with decision by the general meeting dated 29 April 2021, in accordance with decision by the general meeting dated 26 April 2022, in accordance with decision by the Board of Directors dated 3 May 2022, in accordance with decision by the general meeting dated 7 October 2022, in accordance with decision by the Board of Directors dated 12 October 2022, in accordance with decision by the general meeting dated 25 April 2023, in accordance with decision by the general meeting dated 14 July 2023, in accordance with decision by the Board of Directors dated 14 July 2023 as implemented on 19 December 2023, in accordance with decision by the Board of Directors dated 14 February 2024, in accordance with decision by the general meeting dated 20 February 2024, in accordance with decision by the general meeting dated 23 April 2024, in accordance with decision by the Board of Directors dated 26 June 2024, and latest in accordance with decision by the general meeting dated 11 November 2024.

---



**DESCRIPTION OF THE RIGHTS OF SHARES REGISTERED UNDER  
SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934**

**A. OFFER AND LISTING DETAILS**

Cadeler A/S (the “Company”) is a limited liability company organized under the laws of Denmark and registered with the Danish Business Authority under CVR number 31180503.

The Company has a total share capital of DKK 350,957,583, divided into a share capital of nominally DKK 350,957,583. Each share of DKK 1.00 carries one (1) vote at General Meetings of the Company.

The Company’s shares are listed in Norway on Oslo Stock Exchange (OSE), and traded under the symbol “CADLR”. The Company’s American Depository Shares (“ADSs”), are listed on the New York Stock Exchange under the symbol “CDLR”. Each of the Company’s shares has been fully paid up and is registered by Euronext Securities Oslo, a central securities depository in Norway.

The shares have the rights, preferences and restrictions described below in “Memorandum and Articles of Association.”

**B. MEMORANDUM AND ARTICLES OF ASSOCIATION**

The following section summarizes certain material provisions of the Company’s Articles of Association, certain other constitutive documents and relevant Danish corporate law. For further information, see Exhibit 1.1 to this Form 20-F for the Company’s Articles of Association.

**General**

The objects of the Company are to carry on business in the area of shipping and to develop ship projects. The Company’s objects are set out in Article 1.2 of its Articles of Association.

**Powers of the Board of Directors**

All members of the Board of Directors have equal voting rights, and all resolutions are passed by a simple majority of votes. However, in the event of a tie, the Chair shall have the casting vote. The Board of Directors forms a quorum when at least a majority of its members is present.

According to the Danish Companies Act, no member of the Board of Directors or the Executive Management may take part in the consideration of any business involving agreements between any member of the Group and the individual, legal actions brought against the individual, or any business involving agreements between any member of the Group and any third party or legal actions brought against any third party, if the individual has a major interest therein that might conflict with the Company’s interests. The Danish Companies Act also includes general restrictions affecting the Company’s ability to grant loans or provide security to any member of the Board of Directors or anyone particularly close to such a member of the Board of Directors. The Company’s ability to grant loans or provide security is subject to a number of conditions including that the loan or security needs to be in the interest of the Company, the Company shall retain adequate financial resources, and the loan or security cannot be clearly likely to provide certain shareholders or others with an undue advantage over the other shareholders or the Company.

The remuneration of the Board of Directors must be approved by the Company’s shareholders at the Annual General Meeting.

**Rights, restrictions and preferences attaching to the shares**

All shares in the Company rank *Pari Passu* in respect of voting rights, pre-emptive rights, redemption, conversion and restrictions or limitations according to the Articles of Association or eligibility to receive dividend or proceeds in the event of dissolution and liquidation. No shares carry special rights, restrictions or limitations pursuant to the Articles of Association.

---

If the shareholders at an Annual General Meeting approve a recommendation by the Board of Directors to pay dividends, dividends shall be paid with fully discharging effect for the Company through a central securities depository and an account-holding bank to shareholders registered by Euronext Securities Oslo at the time of payment.

The Board of Directors has been granted authority to distribute extraordinary dividends. This authority is included in Article 9.5 of the Articles of Association of the Company. Hence the Board of Directors has been granted authority to pay interim dividends without obtaining specific approval from the Annual General Meeting. Any Board resolution to pay extraordinary dividends must be accompanied by a balance sheet showing that sufficient funds are available for distribution. An authorized auditor must review the balance sheet.

Each share of DKK 1.00 carries one (1) vote at General Meetings. The shares are negotiable instruments.

The share capital has been fully paid up and shareholders are not liable to further capital calls by the Company. No shareholder shall be obliged to have his shares redeemed in whole or in part. There is no sinking fund provision in the Articles of Association. There is no provision in the Articles of Association discriminating against any existing or prospective holder of such securities as a result of such shareholder owning a substantial number of shares. The members of the Board of Directors do not stand for reelection at staggered intervals and there is no cumulative voting arrangement.

### **Changes in shareholders' rights**

Changes in the rights of holders of shares require an amendment of the Articles of Association. Unless stricter requirements are made under the Danish Companies Act for any such resolution to be passed, at least 2/3 of the votes cast and of the share capital represented at the general meeting.

### **General Meetings**

The Company's General Meetings shall be held at a venue in the Capital Region of Denmark. Provided that certain conditions are met, as described in the Articles of Association and in the Danish Companies Act, the Board of Directors is authorized to resolve, when it considers it appropriate, that the General Meeting is held as a partially electronic or a fully electronic General Meeting. The Annual General Meeting shall be held before the end of April in every year. Extraordinary General Meetings shall be held as resolved by the Board of Directors, or upon the request of the auditors or shareholders representing in total at least 5% of the share capital. The Extraordinary General Meeting shall then be called not later than two weeks after receipt of such request.

General Meetings shall be called by the Board of Directors not earlier than five weeks and not later than three weeks prior to the General Meeting. The notice calling such General Meeting, stating the agenda for the meeting, shall be published on the Company's website: [cadeler.com](http://cadeler.com) (the contents of this website are not incorporated by reference into this Form 20-F). The notice convening the general meeting shall also be forwarded in writing (by mail or email at the Company's choice) to all shareholders entered in the Register of Shareholders who have so requested.

A shareholder's right to attend and vote at a General Meeting shall be determined by the shares or ADSs which such shareholder owns at the applicable record date. The share record date is one week prior to the General Meeting. Any shareholder who is entitled to attend the General Meeting is required to apply for an admission card to such General Meeting no later than three days prior to the date of such General Meeting. ADS holders who wish to attend the General Meeting in Denmark should contact Investor Relations, via e-mail to [InvestorRelations@cadeler.com](mailto:InvestorRelations@cadeler.com).

The shares held by each shareholder at the share record date shall be calculated based on the registration of the shareholder's shares in the Register of Shareholders as well as any notification received by the Company with respect to registration of shares in the Register of Shareholders, which have not yet been entered in the Register of Shareholders.

### **Ownership restrictions**

Other than the Danish rules on screening of certain foreign direct investments ("FDI") etc. in Denmark (the "Danish FDI Rules") and applicable international trade and financial sanctions as outlined below, there are no limitations on the right to hold or vote the shares or the ADSs imposed by the laws of Denmark, the Articles of Association of the Company or any other of its constituent documents.

---

Under the Danish FDI Rules, a screening mechanism applies to foreign direct investments in certain sensitive sectors, if the foreign investor obtains at least 10% ownership or voting rights, or equivalent control by other means. Among such sensitive sectors are companies and entities within critical technology with activities comprised by technologies for industrial energy storage, energy conversion and critical infrastructure in Denmark with activities comprised by energy transport or electricity production, electricity storage capacity as well as transportation and supply of electricity that are necessary to restore or maintain the energy functions that are important for the society. If a contemplated foreign direct investment in Cadelor A/S is considered to fall within the scope of the mandatory screening mechanism, the foreign investor is required to apply for prior authorization with the Danish Business Authority. If a foreign investor fails to comply with the Danish FDI Rules, the Danish Business Authority may impose restrictions, inter alia, ordering a reversal of the investment or suspending the foreign investor's voting rights. FDI filings, notifications or approvals may under certain circumstances also be required in non-Danish jurisdictions.

International trade and financial sanctions are continually evolving. If applicable, such international trade and financial sanctions may under certain circumstances prevent the possibility of export and import of capital, and affect the remittance of dividends, interest and other payments to the non-resident holders of the shares or the ADSs. In addition, the international trade and financial sanctions may also restrict the rights to acquire, transfer, hold or vote the shares and ADSs. Failure to comply with international trade and financial sanctions can lead to criminal and civil liability.

#### **Change of control**

There is no provision in the Articles of Association, nor any other constituent document, that would have an effect of delaying, deferring or preventing a change in control of the Company and that would operate only with respect to a merger, acquisition or corporate restructuring involving the Company (or any of its subsidiaries).

#### **Ownership disclosure**

According to the Danish Capital Markets Act and the Danish Companies Act, shareholders of the Company must notify the Danish Financial Supervisory Authority and the Company of their ownership if they own 5% or more of the voting rights or share capital. Also, shareholders must notify changes in holdings if thresholds of 5%, 10%, 15%, 20%, 25%, 50%, 90% or 100% and 1/3 and 2/3 of the voting rights or share capital are crossed.

#### **Changes in capital**

The Company's Articles of Association do not contain conditions governing changes in the capital more stringent than those contained in the Danish Companies Act.

---

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE OF INFORMATION THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. REDACTED INFORMATION HAS BEEN MARKED AS “[REDACTED]”.

**SHIPBUILDING CONTRACT**  
**FOR**  
**THE CONSTRUCTION AND SALE**  
**OF**  
**ONE (1)**  
**WIND TURBINE INSTALLATION VESSEL**  
**(HULL NO. N1149)**  
**BY AND BETWEEN**  
**CADELER A/S**  
**AS BUYER**  
**AND**  
**COSCO SHIPPING SHIPYARD (NANTONG) CO., LTD**  
**AS BUILDER**  
**DATED 22 MAY 2024**

[Based on amended BIMCO Newbuildcon]

---

# Contents

<b>PART I</b>	- 4 -
<b>PART II</b>	- 9 -
DEFINITIONS	- 9 -
INTERPRETATION	- 11 -
SECTION 1 – VESSEL	- 11 -
1. Builder’s and Buyer’s obligations	- 11 -
2. Description	- 11 -
3. Classification, Rules and Regulations	- 13 -
4. Inventory of Hazardous Materials	- 14 -
5. Protective Coatings	- 14 -
6. Source of Origin	- 14 -
SECTION 2 – FINANCIAL	- 14 -
7. Contract Price	- 14 -
8. Speed Deficiency	- 15 -
9. Excessive Fuel Consumption	- 15 -
10. Elevated Variable Load Capacity Deficiency	- 16 -
11. [Not used]	- 16 -
12. Other Deficiencies	- 16 -
13. Late Delivery for non-permissible delays	- 17 -
14. Guarantees	- 17 -
15. Payments	- 18 -
16. Taxes, duties, stamps, dues and fees	- 20 -
17. Right to set-off	- 20 -
18. Interest	- 20 -
SECTION 3 – PRODUCTION	- 21 -
19. Sub-contracting	- 21 -
20. Approvals	- 21 -
21. Buyer’s Supplies	- 22 -
22. Buyer’s Representative, Assistants, Charterer’s Representative, Officers and Crew	- 23 -
22A. Monthly Progress Reports	- 24 -
23. Inspections, Tests and Trials	- 24 -
24. Modifications and Changes	- 25 -
25. Builder’s Modifications and Substitution of Materials	- 26 -
26. Changes in Rules and Regulations	- 26 -
27. Sea Trials	- 27 -
SECTION 4 – DELIVERY	- 29 -
28. Delivery	- 29 -
29. Documents on Delivery	- 30 -
30. Final Instalment	- 32 -
31. Title and Risk	- 32 -
32. Possession and Removal of the Vessel	- 32 -
33. Vessel Registration	- 32 -
SECTION 5 – LEGAL	- 33 -
34. Permissible Delays	- 33 -
35. Builder’s Guarantee	- 34 -
36. [Not used]	- 36 -
37. Responsibilities and exclusions from liabilities	- 36 -
38. Insurances	- 38 -
39. Suspension and Termination	- 39 -
40. Copyrights, Trade Marks and Patents	- 44 -
41. Governing law	- 45 -
42. Dispute Resolution	- 45 -

SECTION 6 – SUNDRY	- 47 -
43. <i>Notices</i>	- 47 -
44. <i>Effective date of Contract</i>	- 47 -
45. <i>Assignment</i>	- 47 -
46. <i>[Not used]</i>	- 48 -
47. <i>Entire Agreement</i>	- 48 -
48. <i>Third party rights</i>	- 48 -
49. <i>[Not used]</i>	- 48 -
50. <i>Compliance</i>	- 48 -
ANNEX “A” – (GUARANTEES)	- 51 -
ANNEX A(i)	- 52 -
ANNEX A(ii)	- 58 -
ANNEX A(iii)	- 64 -
ANNEX A(iv)	- 68 -
ANNEX “B” – SPECIFICATION	- 73 -
ANNEX “C” – MAKER’S LIST	- 74 -
ANNEX “D” – BUYER’S CORPORATE SOCIAL RESPONSIBILITY (CSR) REQUIREMENTS	- 75 -

**PART I**

**1. Place and date of Contract** (Cl. 3, Cl. 44(b), Cl. 47)  
22 May 2024

**2. Builder's name, full style address and contact details** (Definitions)

Name: COSCO SHIPPING SHIPYARD (NANTONG) CO., LTD  
Address: No.1 Zhongyuan Road, Nantong, Jiangsu  
Country: CHINA  
Phone: [REDACTED]  
E-mail: [REDACTED]

Company Registration No. 913206006083052325

**3. Buyer's name, full style address and contact details** (Definitions)

Name: Cadeler A/S  
(Company Registration No. 31180503)  
  
Address: Kalvebod Brygge 43, DK-1560 Copenhagen V, Denmark  
Phone: +45 3246 3100  
E-mail: [REDACTED]

**4. Vessel description/type** (Definitions, Cl. 2(b))

Wind Turbine Installation Vessel as per Specification

**State vessel type:**

**A. Main dimensions** (Cl. 2(b)):

- (i) Length (main deck) (m): 146
- (ii) Breadth, moulded (m): 60.0
- (iii) Depth to main deck, moulded (m): 12.0
- (iv) Elevated Lightweight excluding legs & spudcans (mts): [REDACTED]
- (v) Design draught in salt water (m): 8.0

**B1. Elevated Variable Load Capacity** (Cl. 2(b)(v) and Cl. 11):

- (i) Minimum [REDACTED]

**C. Main engines:** (Cl. 2(b)(ii), Cl. 2(b)(iv) and Cl. 9)

- (i) Maker/Type:  
2 X MAN 9L32/44CR  
2 X MAN 6L32/44CR  
2 X MAN ES 12V175D-MEM
- (ii) Max. Continuous Rating (MCR) (kilowatts at MCR):  
5400 Kw  
3600Kw  
1800 Kw
- (iii) RPM at MCR:  
720 rpm  
720 rpm  
1800 rpm
- (iv) Specific Fuel Oil Consumption at MCR:  
9L32/44CR & 6L32/44CR: 172 G/KWh @85%MCR  
12V175D-MEM: 196 G/KWh @85%MCR

(v)	Normal Continuous Rating (NCR): N/A
(vi)	RPM at NCR: N/A
(vii)	Type of fuel and specification (including Calorific Value (kcal/kg)): MGO DMA 42700 kj/kg
<b>D.</b>	<b>Trial speed</b> (Cl. 2(b)(i) and Cl. 8)
(i)	Design draught ballast condition, 8 m draft (hull) (m): 8.0
(ii)	Min. number of knots (kts): 11 with reference to 014 (Speed & Power) of the Specification
<b>E.</b>	<b>Other matters</b> (Optional)(State any other technical requirements for the particular vessel type)(Cl. 2(b)(vi) and Cl. 12)
	<b>Jacking Speed:</b> 0.2-1 m/min with reference to 0103 of the Specification
	<b>Lifting Capacity of main crane while jacked up:</b> [REDACTED] mts @ [REDACTED] radius with [REDACTED] boom configuration
<b>5.</b>	<b>Shipyard(s)</b> (if different from Box 2) (Full style address and contact details) (Definitions) The shipyard used for the construction and delivery of hull no. N1149 shall be the same as used for hull nos. N1130, N1064, N1063 and N1131:  COSCO SHIPPING (Qidong) Offshore Co., Ltd No. 1 Zhongyuan Road, Yinyang, Qidong, Jiangsu, China
<b>6.</b>	<b>Builder's Hull Number</b> (Definitions, Cl. 2(a)) N1149
<b>7.</b>	<b>Flag State</b> (Definitions) Denmark
<b>8.</b>	<b>Classification Society/Class Notation</b> (Definitions, Cl. 3)  DNV ✕ 1A Self-Elevating Crane Unit Wind Turbine Installation Unit, Battery (Power), Clean(Design), COMF-MOU(C-3, V-3), Crane Offshore, Cyber secure(+), DYNPOS(AUTR-CB), E0, HELDK, LCS, NAUT(AW), Shore Power, SPS, ER(SCR), FUEL READY(LFL[Ti-S-P-MEc-AEc])
<b>9.</b>	<b>Contract Price and Currency</b> (Definition, Cl. 7) (a) Price: EUR 93,964,995 (in writing: ninety three million nine hundred sixty four thousand and ninety five euros) <i>plus</i> USD 103,019,178 (in writing: one hundred three million nineteen thousand one hundred and seventy eight United States dollars) <i>plus</i> USD 195,391,162 (in writing: one hundred ninety five million three hundred ninety one thousand one hundred and sixty two United States dollars). (b) Currency: As set out in (a)
<b>10.</b>	<b>Contractual Date of Delivery</b> (Definitions) 31 May 2027
<b>11.</b>	<b>Payment Amounts and Time Due</b> (Definitions, Cl. 7, Cl. 15, Cl. 39(c))  1 <sup>st</sup> Instalment (see Cl. 15(a)(i)) – [REDACTED] shall be due and payable within five (5) Banking Days after (i) the effective date of the Contract (see Clause 44 (Effective date of Contract)) and (ii) the Refund Guarantee has been provided in accordance with Clause 14(b) (Builder's Refund Guarantee), whichever is the latest.



2<sup>nd</sup> Instalment (see Cl. 15(a)(iii)) – [REDACTED] shall be due and payable within five (5) Banking Days after (i) the date of launching (confirmed by a certificate from the Classification Society), (ii) the Refund Guarantee has been provided in accordance with Clause 14(b) (Builder’s Refund Guarantee), and (iii) 5 October 2026, whichever is the latest.

Final Instalment (see Cl. 15(a)(iv)) - [REDACTED] shall be due and payable upon delivery of the Vessel in accordance with the Contract and in any event not to be payable before the Delivery Date.

**12. Builder’s Bank Account Data** (Cl. 15(d))

Name: Bank of China Nantong Branch  
Address: 19 Qingnian Xi Road, Nantong, Jiangsu, China

Country: China

Phone: [REDACTED]

SWIFT code: [REDACTED]

Account number: USD : [REDACTED]

Account name: COSCO SHIPPING SHIPYARD (NANTONG) CO., LTD

**13. Speed Deficiency** (Cl. 8, Cl. 39(a)(iv))

- (i) Contract Price reduction amount: [REDACTED]
- (ii) Maximum amount: (state monetary limit): [REDACTED]

**14. Excessive Fuel Consumption** (Cl. 9)

- (i) Contract Price reduction amount: [REDACTED] per engine per 1%
- (ii) Maximum amount: (state monetary limit): [REDACTED]

**15. Elevated Variable Load Capacity Deficiency** (Cl. 10, Cl. 39(a)(vi))

- (i) Elevated Variable Load Capacity tolerance: 0 mts
- (ii) Contract Price reduction amount: [REDACTED] per 5 mts
- (iii) Maximum amount: (state monetary limit): [REDACTED]

**16. [Not used]**

**17. Other Deficiencies** (Optional)(Cl.12)

- (a) Jacking Speed
  - (i) Guaranteed Jacking Speed: 1 m/min
  - (ii) Grace: 10 cm/min
  - (iii) Contract Price reduction amount: [REDACTED]per cm/min
  - (iv) Maximum amount: (state monetary limit): [REDACTED]
- (b) Lifting Capacity of main crane while jacked up
  - (i) Guaranteed Lifting Capacity: [REDACTED] @ [REDACTED] radius with [REDACTED] boom configuration

**18. Late Delivery Compensation** (Cl. 13 and Cl. 39(a)(iii))

- (i) Amount per day: [REDACTED]
- (ii) Maximum amount: (state monetary limit): [REDACTED]

<p><b>19. Guarantees (Cl. 14(a) and (b))</b>  (a) Buyer's Instalment Guarantee  (b) Builder's Refund Guarantees</p>
<p><b>20. Guarantee Period</b> (state number of months. If left blank 12 months shall apply) (Cl. 35(e))  12 months</p>
<p><b>21. Additional Guarantee Period</b> (State number of months) (Cl. 35(e))  12 months</p>
<p><b>22. Suspension and Termination</b> (Cl. 39)  (i) Running period (state number of days): 30 days  (ii) Notice period (state number of days): 15 days</p>
<p><b>23. Applicable law and Dispute Resolution</b> (Cl. 41 and 42)  (a) Governing law  English law  (b) Place of dispute resolution  London, prevailing Rules of the London Maritime Arbitrators Association to apply</p>
<p><b>24. [Not used]</b></p>
<p><b>25. Effective Date of Contract</b> (state conditions to be satisfied) (Cl. 44(a))  Approval by the Buyer's Board of Directors no later than 22 May 2024 at 06.00 CET  Approval by COSCO SHIPPING HEAVY INDUSTRY CO., LTD Management Resolution no later than 22 May 2024 at 12.00 Jiangsu, China time</p>
<p><b>26. [Not used]</b></p>
<p><b>27. [Not used]</b></p>
<p><b>28. [Not used]</b></p>
<p><b>29. Not used</b></p>
<p><b>30. Interest</b> (state rate of interest) (Cl. 18, Cl. 38(c)(ii)(2)(i), Cl. 39(f) and 39(g)(iv))  SOFR + 3% per annum pro rata</p>
<p><b>31. Buyer's Guarantor</b> (state name of bank as appropriate, full style address and contact details ((Cl. 14(a))   Name: BW Group Limited  Address: Mapletree Business City, #18-01, 10 Pasir Panjang Road, Singapore 117438   Country: Singapore  Phone:  E-mail:</p>
<p><b>32. Builder's Guarantor</b> (state name of bank as appropriate, full style address and contact details ((Cl. 14(b), Cl. 27(d)(iv)(3))   Name: to be provided by one of the banks listed in clause 27(d)(iv)(3)</p>

Address:  Country: Phone: E-mail:
---

This Contract consists of Part I including additional clauses, if any agreed and stated in Box 34, and Part II as well as any Annexes agreed and attached hereto and shall be performed subject to the conditions contained herein. In the event of a conflict of conditions the provisions of Part I shall prevail over those of Part II to the extent of such conflict, but no further.

The Specification, Maker's List, Plans, and/or Drawings hereafter approved by the Buyer shall form part of this Contract, but in the event of conflict between the provisions of this Contract and the Specification, Maker's List, Plans and/or drawings, the provisions of this Contract shall prevail. In the event of inconsistency between the Specification, and Maker's List, on the one hand and the Plans and/or Drawings on the other, the Specifications/Maker's List shall prevail. In the case of inconsistency between any of the Plans and/or Drawings, the later in date shall prevail.

<b>Signature (Builder)</b>  <u>/s/ Qiu Ming</u>	<b>Signature (Buyer)</b>  <u>/s/ Mikkel Gleerup</u>
---	---

**Name:** Qiu Ming  
**Capacity:** General Manager,  
COSCO SHIPPING SHIPYARD (NANTONG) CO., LTD  
**Acting on behalf of:** COSCO SHIPPING SHIPYARD  
(NANTONG) CO., LTD

**Name:** Mikkel Gleerup  
**Capacity:** Chief Executive Officer, Cadeler A/S  
**Acting on behalf of:** Cadeler A/S

## **PART II**

### **DEFINITIONS**

In this Contract:

“Banking Day” means a day on which banks are open in the places stated in **Box 2** and **Box 3** and, where a remittance is in US dollars, in New York.

“Builder” means the company or companies stated in **Box 2**, organized and existing under the laws of the country or countries stated in **Box 2** having their principal office at the address stated in **Box 2** and including their personnel. If more than one company is stated in **Box 2** then they shall be jointly and severally liable.

“Buyer” means the company or companies stated in **Box 3**, organized and existing under the laws of the country or countries stated in **Box 3** having their principal office at the address stated in **Box 3** and including their personnel.

“Buyer’s Representative” means the named representative of the Buyer who may be present at the Shipyard throughout the construction of the Vessel.

“Buyer’s Supplies” means all of the items to be provided by the Buyer in accordance with the Specification at its own risk, cost and expense.

“Charterer” means any party with whom the Buyer has entered into a charterparty for the chartering of the Vessel after delivery.

“Charterer’s Representative” means the named representative of the Charterer who may be present at the Shipyard throughout the construction of the Vessel as an observer.

“Classification Society” means the classification society stated in **Box 8**.

“Contract Price” means the amount stated in **Box 9** as may be adjusted in accordance with the terms of this Contract.

“Contract” means this Contract consisting of Part I including additional clauses, if any agreed, and Part II as well as any Annexes (including the Specification and Maker’s List) and Plans and Drawings attached hereto.

“Contractual Date of Delivery” means the contractual date of delivery stated in **Box 10**.

“Defects” means any deficiencies or defects in the design, construction, material and/or workmanship on the part of the Builder or its sub-contractors.

“Delivery Date” means the Contractual Date of Delivery as may be adjusted in accordance with the terms of this Contract.

“Elevated Variable Load Capacity” means the Vessel’s capacity to load cargo, equipment, ballast and consumables in elevated condition necessary to support the operations and which do not form part of the fixed lightweight of the Vessel.

“Final Instalment” means the last instalment amounting as stated in **Box 11** and plus any increase or minus any decrease due to adjustments of the Contract Price under and pursuant to the provisions of this Contract, and being due and payable upon delivery of the Vessel in accordance with Clause 15 (Payments).

“Flag State” means the State of the flag which the Vessel will fly when registered, as stated in **Box 7**.

“Instalments” means the amounts payable in accordance with **Box 11**.

“In writing” means any method of legible communication.

“Maker’s List” means the list of suppliers for equipment, machinery and services approved by the Parties and stated in Annex C.

“Parties” means the Builder and the Buyer.

“Party” means the Builder or the Buyer, as the case may be.

“Permissible Delays” means delays to the construction and/or delivery of the Vessel and which entitle the Builder to extend the Delivery Date in accordance with Clause 34 (Permissible Delays).

“Personnel” means the employees, agents, servants, suppliers and independent contractors engaged by either Party in order to perform work or duties under this Contract for which that Party is responsible.

“Plans and Drawings” means the plans and drawings attached hereto or listed and/or described in the Specification.

“Refund Guarantees” means the guarantees to secure the Builder’s obligation to refund the Buyer’s pre-delivery Instalments as referred to in Clause 14(b) (Builder’s Refund Guarantees).

“Regulatory Authorities” means the regulatory authorities whose rules and regulations must be complied with in the construction and delivery of the Vessel. Such bodies shall include the Flag State together with the other bodies listed in the Specification.

“Shipyard” means the place or places stated in **Box 5** where the Vessel will be assembled and/or constructed.

“SOFR” means for each calendar month the 30-day average secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate) and reported, on the

date two (2) Business Days prior to the first Business Day of such month. If SOFR is less than zero, SOFR shall be deemed to be zero.

“Specification” means the technical details contained in Annex B.

“Sub-contractor” means any person (not being a servant or employee of the Builder) or company with whom the Builder has entered into a contract for the design, construction, manufacture or supply of any item, equipment, work or service for the Vessel.

“Vessel” means the vessel described in **Box 4** (including its machinery, equipment and appurtenances described in the Specification) with hull number as per **Box 6**, which shall be built in accordance with this Contract.

## **INTERPRETATION**

### **Singular/Plural**

In this Contract the singular includes the plural and vice versa as the context admits or requires.

### **Headings**

The index and headings to the clauses and Annexes to this Contract are for convenience only and will not affect its construction or interpretation.

### **Jointly and severally**

All covenants, agreements, undertakings, indemnities, representations and warranties by more than one person are entered into, given or made by such persons jointly and severally.

## **SECTION 1 – VESSEL**

### **1. Builder’s and Buyer’s obligations**

It is mutually agreed between the Builder and the Buyer that:

- a) the Builder shall design, construct, test and survey, launch, equip, complete, sell and deliver the Vessel to the Buyer all in accordance with good international shipbuilding and marine engineering practice; and
- b) the Buyer shall purchase, take delivery of and pay for the Vessel.

### **2. Description**

- (a) The Vessel shall be constructed at the Shipyard (except that parts of the Vessel may be built at any subcontractor’s facility in accordance with Cl. 19 at the sites set out in the subcontractor site list set out in the Specifications (or as informed by Builder

in reasonable time before production start in order for the Buyer to be able to inspect construction)), and shall have the Builder's Hull Number stated in **Box 6**.

- (b) The Vessel shall have the dimensions and characteristics as stated in **Box 4** and the Specification. These shall be defined, measured and calculated in accordance with the Specification or, if omitted from the Specification, in accordance with the following:
- (i) Speed - The Vessel's average speed on a sea trial undertaken in both directions over a measured distance of one (1) nautical mile, with clean hull, in weather with wind speed and sea state not exceeding Beaufort Wind Force Scale 3 and Douglas Sea State Scale 2 respectively on a draft as stated in **Box 4D(i)** shall be at least the number of knots stated in **Box 4D(ii)** at allowed maximum propeller RPM of four (4) sets of stern propulsion system running.
  - (ii) Fuel Consumption - The fuel consumption of the main engine on the test bed using fuel of the type and specification stated in **Box 4C(vii)** shall not exceed the number of grams per kilowatt/hour stated in **Box 4C(iv)** when the engine develops the number of kilowatts with an effective calorific value of the number of kilocalories per kilogram stated in **Box 4C(ii)** and **Box 4C(vii)** respectively.
  - (iii) Elevated Lightweight – The Vessel's Elevated Lightweight shall be the number of metric tons stated in **Box 4A(iv)** on international summer freeboard, corresponding to a mean draft in saltwater (specific gravity 1.025) as stated in **Box 4A(v)** (this Elevated Lightweight, excluding legs and spudcans). The specified Elevated Lightweight shall not include fuel, provisions, stores, freshwater, crew and passengers in addition to spare parts not less than the requirements of the Classification Society.
  - (iv) Propulsion – The Vessel's propulsion machinery shall be of the type and with maximum continuous power in kilowatts at the number of revolutions per minute as stated in **Box 4C(i)**, **4C(ii)** and **4C(iii)**.
  - (v) The Vessel's Elevated Variable Load Capacity shall be the number of metric tons stated in **Box 4B1**.
  - (vi) Other matters – The Vessel shall meet the technical requirements stated in **Box 4E**.
- (c) The Specification, the Plans and Drawings and the Maker's List is identical to the specification, plans and drawings and maker's list for the shipbuilding contract signed 21 November 2022 between the Builder and the Buyer for the construction and sale of the Builder's hull no. N1131.

Notwithstanding the Specification, the Plans and Drawings and the Maker's List, the Parties agree as an overriding principle that the Vessel shall be identical to the Builder's hull no. N1131 and that

- (i) all modifications, changes, adjustments, selections, and clarifications agreed, or which may be agreed for the Builder's hull no. N1131 shall also apply to the Vessel, including any modifications, changes, adjustments, selections, and clarifications agreed in variation orders or at site meetings; and
- (ii) the Builder shall use the same machinery, equipment, and other components for the Vessel as used for the Builder's hull no. N1131 (unless otherwise agreed by the Parties)

and the Specification, the Plans and Drawings and the Maker's List shall be deemed to be adjusted accordingly. A list of the modification orders that the Parties have agreed shall apply to the Builder's hull no. N1131 until and including 1 March 2024 is included with the Specification (see Addendum no. 03 to the Specification). The Contract Price has been based on and includes all price adjustments due to these modification orders as well as all other modifications, changes, adjustments, selections, and clarifications agreed for the Builder's hull no. N1131 until and including 1 March 2024.

Any modifications, changes, adjustments, selections, and clarifications agreed after 1 March 2024 for the Builder's hull no. N1131 shall also apply for the Vessel and the price increase or decrease attributable to them shall be handled in accordance with Clause 15(b)(i).

The Parties agree that the Article 3, 4, and 5 of the Amendment No.1 dated 21 November 2022 regarding modification order no. N1130-MR-0021 for the upgrade of the main crane on the Builder's hull no. N1130 shall apply to this Contract in relation to the upgrade of the main crane.

The Parties agree that specifications for the Vessel stated in **Box 4(A)(iv)** (Elevated Lightweight excluding legs & spudcans) and **Box 4(B1)(i)** (Elevated Variable Load Capacity Minimum) shall be adjusted accordingly to the effect directly caused by the [REDACTED]. The Builder shall provide sufficient supporting documentation necessary to ascertain the effect on the specifications.

### 3. Classification, Rules and Regulations

- (a) The Vessel shall be designed, constructed, surveyed, tested and delivered in compliance with the applicable laws, rules, regulations and requirements of the Classification Society stated in **Box 8**, and the Regulatory Authorities:
  - (i) in force as of the date of this Contract stated in **Box 1**, or
  - (ii) if not in force as of the date of this Contract, which are ratified and promulgated on or before the date of this Contract and which will be compulsory for the Vessel on or before the delivery of the Vessel in accordance with Clause 28 (Delivery).

All such laws, rules, regulations and requirements of the Classification Society and the Regulatory Authorities shall be complied with without qualification (see Clause 26 (Changes in Rules and Regulations)).



- (b) The final decisions of the Classification Society or Regulatory Authorities shall be binding on the Parties as to the Vessel's compliance with their respective applicable laws, rules, regulations and requirements.
- (c) All costs, fees and charges incidental to and in respect of compliance with the applicable laws, rules, regulations and requirements of the Classification Society or Regulatory Authorities referred to above shall be for the Builder's cost and expense.

**4. Inventory of Hazardous Materials**

The Builder shall provide the Buyer with an Inventory of Hazardous Materials ("IHM") and an IHM Certificate in accordance with Regulation (EU) No. 1257/2013 of the European Parliament and of the Council of 20 November 2013 on Ship Recycling and the Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships.

**5. Protective Coatings**

The Vessel's double-side skin spaces and dedicated seawater ballast tanks shall be coated in accordance with the Specification. In any event the minimum coating standard shall be in accordance with the requirements of the IMO Performance Standard for Protective Coatings for dedicated seawater ballast tanks in all types of ships or subsequent modifications or replacements applicable in accordance with Clause 3(a) (Classification, Rules and Regulations).

**6. Source of Origin**

If so requested by the Buyer, the Builder shall identify the country of origin of all the main components listed in the Maker's List and Specification.

**SECTION 2 – FINANCIAL**

**7. Contract Price**

The Contract Price shall be the amount stated in **Box 9(a)** as may be adjusted in accordance with the terms of this Contract, and shall not be subject to any increase save as otherwise specifically agreed in writing between the Parties.

The Contract Price and any other payments to be made to the Builder pursuant to this Contract shall be paid in the currencies stated in **Box 9(b)** and in accordance with the payment terms stated in **Box 11** and Clause 15 (Payments).

The Parties agree that the reductions in the Contract Price described in Clauses 8 to 13 shall not be construed to be penalties and that they represent reasonable and genuine pre-estimates of the losses which the Buyer would incur in case of the deficiencies or delays to which such reductions relate.

**8. Speed Deficiency**

If the speed of the Vessel as stated in **Box 4D(ii)** is not achieved in the manner stated in the Specification or Clause 2(b)(i) the following shall apply:

- (a) There shall be no adjustment of the Contract Price except to the extent provided in Sub-clause 8(b).
- (b) If the reduction in speed is greater than 5/10ths of a knot, the Contract Price shall be reduced by the amount stated in **Box 13(i)** for each whole 1/10th of a knot reduction in speed in excess of 5/10ths of a knot as liquidated damages up to the maximum amount stated in **Box 13(ii)**.
- (c) If the reduction in speed would entitle the Buyer to a reduction in the Contract Price greater than the maximum amount stated in **Box 13(ii)**, the Buyer shall have the option to either terminate this Contract in accordance with Clause 39(a)(iv) (Suspension and Termination), or to accept the Vessel at a reduction in the Contract Price in the amount of [REDACTED].

**9. Excessive Fuel Consumption**

If the fuel consumption of any of the Vessel's six main engines on the test bed using the fuel specified in **Box 4C(vii)** exceeds the figure stated in **Box 4C(iv)** the following shall apply:

- (a) There shall be no adjustment of the Contract Price except to the extent provided in Sub-clause 9(b).
- (b) If the excess fuel consumption for any engine is greater than the specified fuel consumption (including the tolerance set out in the Specifications) the Contract Price shall be reduced by the amount stated in **Box 14(i)** for each whole percentage for each engine as liquidated damages up to a maximum amount as stated in **Box 14(ii)**.

If the excess fuel consumption would entitle the Buyer to a reduction in the Contract Price greater than the maximum amount stated in **Box 14(ii)** (or more than [REDACTED] for one engine), the Buyer shall have the option to (i) accept the main engine(s) at a reduction in the Contract Price corresponding to the maximum amount stated in **Box 14(ii)**, or (ii) reject the main engine(s) and require the Builder to rectify the deficiency and repeat the trial or replace the main engine(s) with one(s) that conforms to the requirements of the Contract, before the date on which sea trials are to be conducted. The time taken to rectify the deficiency and repeat the trial or replace the main engine(s) shall not be a Permissible Delay - the Buyer shall have the right to terminate the Contract for delay if/when the conditions in Clause 39(a)(iii) are fulfilled. The Buyer has the right to reject the main engine(s) as long as the excess fuel consumption would entitle the Buyer to a reduction in the Contract Price greater than the maximum amount stated in **Box 14(ii)** (or more than [REDACTED] for one engine).

**10. Elevated Variable Load Capacity Deficiency**

If the Elevated Variable Load Capacity of the Vessel determined in accordance with the Specification is less than the Elevated Variable Load Capacity stated in **Box 4B1(i)** the following shall apply:

- (a) There shall be no adjustment of the Contract Price except to the extent provided in Sub-clause 10(b).
- (b) If the reduction in Elevated Variable Load Capacity is greater than the number of metric tonnes stated in **Box 15(i)** then for each 5 whole metric tonnes in excess of the figure in **Box 15(i)** the Contract Price shall be reduced by the amount stated in **Box 15(ii)** as liquidated damages up to a maximum amount as stated in **Box 15(iii)**.
- (c) If the reduction in Elevated Variable Load Capacity would entitle the Buyer to a reduction in the Contract Price greater than the maximum amount stated in **Box 15(iii)** the Buyer shall have the option to terminate this Contract in accordance with Clause 39(a)(vi) (Suspension and Termination).

**11. [Not used]**

**12. Other Deficiencies**

**12.1 Jacking Speed**

If the jacking speed of the Vessel determined in accordance with the Specification is less than the jacking speed stated in **Box 17(a)(i)**, the following shall apply:

- (a) There shall be no adjustment of the Contract Price except to the extent provided in Sub-clause 12.1(b).
- (b) If the reduction in jacking speed is greater than the deficiency stated in **Box 17(a)(ii)**, then for each whole centimeter per minute in excess of the figure in **Box 17(a)(ii)** below the jacking speed stated in **Box 17(a)(i)**, the Contract Price shall be reduced by the amount stated in **Box 17(a)(iii)** as liquidated damages up to a maximum amount as stated in **Box 17(a)(iv)**.
- (c) If the reduction in jacking speed would entitle the Buyer to a reduction in the Contract Price greater than the maximum amount stated in **Box 17(a)(iv)**, the Builder shall be obliged to rectify the deficiency before the delivery of the Vessel. The time taken to rectify the deficiency and repeat/perform any necessary tests/trials shall not be a Permissible Delay - the Buyer shall have the right to terminate the Contract for delay if/when the conditions in Clause 39(a)(iii) are fulfilled. The Buyer may reject the Vessel as long as the reduction in jacking speed would entitle the Buyer to a reduction in the Contract Price greater than the maximum amount stated in **Box 17(a)(iv)**.

## 12.2 Lifting capacity of main crane and jacked up

The crane operational performance criteria are defined in the Specifications. If the lifting capacity of the main crane of the Vessel determined in accordance with the Specification is less than the capacity stated in **Box 17(b)(i)**, the Builder shall be obliged to rectify the deficiency to achieve the capacity stated in **Box 17(b)(i)** before the delivery of the Vessel. The time taken to rectify the deficiency and repeat/perform any necessary tests/trials shall not be a Permissible Delay - the Buyer shall have the right to terminate the Contract for delay if/when the conditions in Clause 39(a)(iii) are fulfilled. The Buyer may reject the Vessel as long as the lifting capacity is less than the capacity stated in **Box 17(b)(i)**.

## 13. Late Delivery for non-permissible delays

If delivery takes place more than 30 days after the Delivery Date then for each day thereafter (beginning at one minute past midnight local time at the Shipyard on the 31st day after the Delivery Date) the Contract Price shall be reduced by the amount stated in **Box 18** per day as liquidated damages up to a maximum delay of 180 days (comprising a 30 day grace period plus 150 days).

If the delay exceeds 180 days the Buyer shall have the option to terminate this Contract in accordance with Clause 39(a)(iii) (Suspension and Termination).

## 14. Guarantees

### (a) Buyer's Instalment Guarantee

To secure the Buyer's obligation to pay the instalments of the Contract Price, the Buyer shall within 5 Banking Days after the effective date of this Contract (see Clause 44 (Effective date of Contract)), deliver to the Builder an irrevocable and unconditional guarantee issued by the bank or party stated in Box 31 substantially in the form and substance set out in Annex A(ii) (Instalment Guarantee), failing which the Builder shall have the option to terminate this Contract in accordance with Clause 39(b)(iv) (Suspension and Termination).

### (b) Builder's Refund Guarantees

To secure the Builder's obligation to refund the Buyer's pre-delivery Instalments pursuant to this Contract the Builder shall, at the same time as submitting its invoice for each Instalment up to but not including the final Instalment in accordance with Clause 15(a) (Payments - Instalments), provide the Buyer with a Refund Guarantee equal to the value of that Instalment plus interest, issued by the bank named in **Box 32** substantially in the form and substance set out in Annex A(i) (Refund Guarantee). The Refund Guarantee in respect of the 1<sup>st</sup> Instalment shall be provided to the Buyer within 45 Banking Days after the effective date of this Contract (see Clause 44 (Effective date of Contract)), failing which the Buyer shall have the option to terminate this Contract in accordance with Clause 39(a)(ix) (Suspension and Termination), unless otherwise agreed by the Parties. The Buyer shall not be obliged to make any Instalment payment (including the 1st Instalment) until 5

Banking Days after the Refund Guarantee in respect of and equal to the value of that Instalment payment plus interest has been electronically received and verified by the Buyer's nominated bank.

(c) Guarantee Compliance and Expiry

The Builder shall ensure at its own cost that any guarantee issued on their behalf shall comply with the laws, regulations, constitution and procedures of the guarantor and its country of issue, including but not limited to, its registration with any necessary authorities.

The Builder shall ensure at its own cost that each Refund Guarantee shall remain in force until the Vessel has been delivered to, and accepted by, the Buyer. If the terms of a Refund Guarantee specify an expiry date, such expiry date shall be at least 30 days after the date when the Vessel is expected to be delivered to, and accepted by, the Buyer. If the Vessel has not been delivered to, and accepted by, the Buyer by the date that is 45 days prior to the expiry date, the Builder shall ensure at its own cost that the expiry date of the Refund Guarantee is extended so that the Refund Guarantee remains in force until the Vessel has been delivered to, and accepted by, the Buyer. The new expiry date shall be at least 30 days after the date when the Vessel is expected to be delivered to, and accepted by, the Buyer at the time of the extension. In case such extension of the Refund Guarantee is not provided as stipulated above, the Buyer is entitled to claim up to the full guaranteed amount under the Refund Guarantee and retain such funds as performance security to be repaid (save for any amount claimed under such security while retaining such funds) to the Builder if/when an extension of the Refund Guarantee has been provided by the Builder.

For the avoidance of doubt, there shall be no limit on how many times the Builder shall be obliged to ensure an extension of the Refund Guarantees in accordance with the above. If the Vessel has not been delivered to, and accepted by, the Buyer by the date 45 days prior to the expiry date in a Refund Guarantee (regardless of whether this is the original expiry date or a new (extended) expiry date, the Builder must ensure at its own cost that the Refund Guarantee is extended in accordance with the above.

**15. Payments**

(a) Instalments

The Contract Price shall be paid by the Buyer to the Builder by Instalments, when due and payable in accordance with **Box 11** and this Clause, the pre-delivery Instalments being paid as advances and not deposits as follows:

- (i) Unless otherwise stated in **Box 11** the first Instalment shall be due and payable by the Buyer five (5) Banking Days after the Refund Guarantee in respect of that Instalment has been provided in accordance with Clause 14(b) (Builder's Refund Guarantee).

- (ii) The Builder shall give the Buyer an invoice and Refund Guarantee for each Instalment under this Contract, save for the Final Instalment (for which only an invoice but no Refund Guarantee shall be required). With the exception of the first and Final Instalment the Builder shall give the Buyer an invoice to cover the sum due to it not less than ten (10) Banking Days prior to the due date of each Instalment.
  - (iii) All Instalments other than the first and Final Instalment shall be payable within five (5) Banking Days of the due date thereof. However, the Buyer shall not be obliged to make any Instalment payment (including the first Instalment) until five (5) Banking Days after the Refund Guarantee in respect of and equal to the value of that Instalment payment plus interest has been electronically received and verified by the Buyer's nominated bank.
  - (iv) The Final Instalment shall be due and payable upon delivery of the Vessel in accordance with **Box 11** and Clause 28 (Delivery).
- (b) Payment for Modifications and other items
- (i) The sums due or refundable as a result of modifications and changes, and changes in Rules and Regulations under Clause 24 (Modifications and Changes) and Clause 26 (Changes in Rules and Regulations), shall be added to or deducted from the Final Instalment.
  - (ii) However, if the aggregate of sums due as a result of modifications and changes, and changes in Rules and Regulations under Clause 24 (Modifications and Changes) and Clause 26 (Changes in Rules and Regulations) exceeds [REDACTED], the Builder may demand that 50% of any sums that become due as a result of modifications and changes, and changes in Rules and Regulations under Clause 24 (Modifications and Changes) and Clause 26 (Changes in Rules and Regulations) in excess of the [REDACTED] shall be paid by the Buyer against invoice in accordance with Clause 15(b)(iv) when the relevant works have commenced.
  - (iii) All expenses payable in accordance with Clause 27(e)(iii) (Conduct of the Sea Trial) and Clause 22(b) shall be paid together with the Final Instalment.
  - (iv) Sums due for other items shall be paid within fifteen (15) Banking Days after receipt by the Buyer of the Builder's invoice.
- (c) Payment of Liquidated Damages
- Any amounts for liquidated damages under Clause 8 (Speed Deficiency), Clause 9 (Excessive Fuel Consumption), Clause 10 (Elevated Variable Load Capacity Deficiency), Clause 12 (Other Deficiencies) and Clause 13 (Late Delivery for non-permissible delays) shall be calculated and determined before delivery and may be deducted from the Final Instalment.
- (d) Payment Procedures

- (i) If the date on which any payment is due in accordance with the provisions of this Contract does not fall on a Banking Day, payment shall be made on the next Banking Day.
- (ii) Payment of sums due in accordance with the provisions of this Contract shall be made, in the case of payments to the Builder, by electronic transfer to the Builder's account stipulated in **Box 12** and, in the case of payments to the Buyer by electronic transfer to such bank as the Buyer by notice to the Builder nominates to receive payments on its behalf.
- (iii) The cost of remitting payments shall be for the account of the payer.
- (iv) Payments by either Party to the other under this Contract, and their receipt, shall not be deemed a waiver of any right or claim either Party may have against the other.
- (v) In the event of late payment of Instalments by the Buyer, the Builder shall have the right to suspend work under this Contract in accordance with Clause 39(c) (Suspension of Work), and the Buyer shall pay to the Builder interest at the rate stated in Box 30 on the outstanding sum from the due date to the date of payment.

**16. Taxes, duties, stamps, dues and fees**

- (a) The Builder shall bear and pay all taxes, duties, stamps, dues and fees imposed in the place stated in **Box 2** in connection with the execution and/or performance of this Contract, excluding any taxes, duties, stamps, dues and fees imposed in the place stated in **Box 2** upon the Buyer's Supplies which shall be for the Buyer's cost and expense.
- (b) The Buyer shall bear and pay all taxes, duties, stamps, dues and fees imposed outside the place stated in **Box 2** in connection with the execution and/or performance of this Contract, except for taxes, duties, stamps, dues and fees imposed upon those items and services procured by the Builder for construction of the Vessel.
- (c) If either Party pays any taxes, duties, stamps, dues and fees for which the other Party is responsible under this Clause, the other Party shall reimburse the paying Party within fifteen (15) Banking Days of receipt of notice to that effect, together with evidence of the amount paid.

**17. Right to set-off**

The Buyer shall not have the right to retain or set-off any amount against any payment due to the Builder under this Contract except in relation to the Final Instalment as specifically provided in this Contract (see Clause 15 (Payments) and Clause 30 (Final Instalment)).

**18. Interest**

If either Party fails to pay any sum due in accordance with the terms of this Contract, the other Party shall have the right to charge interest from the due date at the rate stated in **Box 30** on such outstanding sums (see also Clause 39 (Suspension and Termination)).

**SECTION 3 – PRODUCTION**

**19. Sub-contracting**

The Builder shall employ the sub-contractors as set out in the Specification or Maker's List. Except for minor work that is not covered by the Maker's List and has a value of less than USD 500,000, the Builder shall not employ other sub-contractors without the Buyer's prior written approval, which shall not be unreasonably withheld.

Notwithstanding any sub-contracting, the Builder shall remain fully responsible for the due performance of such work as if undertaken by the Builder at the Shipyard.

**20. Approvals**

The times and numbers specified in this Clause shall apply unless otherwise stated in the Specification.

- (a) As soon as possible and not later than sixty (60) running days after the effective date of the Contract (see Clause 44 (Effective date of Contract)) the Builder shall provide the Buyer with proposed detailed building and testing schedules. The Buyer shall comment on the schedules as soon as possible and at the latest within eighteen (18) running days after receipt of the proposals, except that such deadline shall be reasonably extended if requested by the Buyer where such request is due to the amount or complexity of material received for approval. The Builder shall thereafter prepare and issue in writing amended building and testing schedules incorporating the Buyer's comments within fourteen (14) running days thereafter.
- (b) The Builder shall despatch to the Buyer a total of three (3) full sets of the Plans and Drawings for the Buyer's approval and shall also submit such other technical information as the Buyer may reasonably require, not less than thirty (30) running days before any construction works commence. The Builder shall give notice to the Buyer advising the date of despatch of the Plans and Drawings and the Buyer shall give notice to the Builder confirming receipt thereof. The Buyer shall within eighteen (18) running days of receipt send to the Builder one (1) set of the Plans and Drawings with the Buyer's approval or approval with comments, amendments or reservations except that such deadline shall be reasonably extended if requested by the Buyer where such request is due to the amount or complexity of material received for approval.

In the event that the Buyer needs additional time to consider the Plans and Drawings submitted pursuant to this Clause, it shall request the same in writing of the Builder whose agreement shall not be unreasonably withheld. In the event that the Buyer's comments, amendments or reservations are unclear, unspecified or illegible, the Builder may give notice requesting clarification. If the Buyer fails to



respond to the request to provide clarification within five (5) running days of receipt of the Builder's notice, the Builder shall determine whether and to what extent it can adopt the comments, amendments or reservations.

If requested by the Buyer in writing, the Plans and Drawings shall also be sent in an agreed electronic format.

- (c) The Builder shall take due note of the Buyer's comments, amendments or reservations (if any) on Plans and Drawings submitted pursuant to this Clause and, if such comments, amendments or reservations are not of such a nature or extent as to constitute a modification or change of the Specification within the meaning of Clause 24 (Modifications and Changes), then the Builder shall commence or continue construction of the Vessel in accordance with the corrected or amended Plans and Drawings.
- (d) If the Builder considers the comments, amendments or reservations to the Plans and Drawings are of a nature or extent that constitutes a modification or change under Clause 24 (Modifications and Changes), the Builder shall notify the Buyer accordingly and proceed in accordance with Clause 24 (Modifications and Changes). If the Buyer disagrees the matter shall be resolved in accordance with Clause 24(e).
- (e) In the event that the Buyer fails to return any Plans and Drawings to the Builder with approval or approval with comments, amendments or reservations, if any, within the time limit stated above, such Plans and Drawings shall be deemed to have been approved by the Buyer.
- (f) The Buyer's approval or deemed approval of any Plans and Drawings shall not affect the obligations of the Builder to design, construct and deliver, or the obligations of the Buyer to take delivery of, and pay for, the Vessel in accordance with the other provisions of this Contract; nor shall it diminish the Builder's responsibility in respect of its obligations under this Contract nor shall it constitute any acceptance by the Buyer of any responsibility for any defect in the Vessel.
- (g) The Builder shall give the Buyer, as soon as practicable, copies of all relevant correspondence relating to the Vessel to and from the Classification Society and the Regulatory Authorities, together with all plans approved by the Classification Society.

**21. Buyer's Supplies**

- (a) Buyer
  - (i) The Buyer shall, at its own risk, cost and expense, supply and deliver to the Builder all of the Buyer's Supplies. Such items shall be delivered at a warehouse or other storage facility at the Shipyard or as otherwise directed by the Builder in a proper condition ready for installation by the Builder or Sub-contractor in or on the Vessel (hereinafter "Installation"), in accordance

with the building and testing schedules in Clause 20(a) (Approvals) or as may reasonably be required by the Builder.

- (ii) To assist Installation, the Buyer shall provide the Builder with the necessary documentation including specifications, plans, drawings, instruction books, manuals, test reports and certificates required to comply with all applicable rules and regulations. If so requested by the Builder, the Buyer shall, if reasonably possible and at no cost to the Builder, arrange for the representatives of the manufacturers of the Buyer's Supplies to assist the Builder in Installation and/or to carry out the Installation of the Buyer's Supplies by themselves or to make necessary adjustments at the Shipyard in accordance with the manufacturer's instructions, including commissioning.
- (iii) The Builder may reject any and all of the Buyer's Supplies when and if found on reasonable grounds to be unsuitable or in improper condition for Installation or not in compliance with the Classification Society or Regulatory Authorities' requirements.
- (iv) If delay in delivery of any of the Buyer's Supplies in accordance with Sub-clause (a)(i) exceeds thirty (30) days and will cause actual delay to the delivery of the Vessel, the Builder shall have the right to proceed with the construction of the Vessel without Installation of the delayed items. The Buyer shall accept and take delivery of the Vessel so constructed.

(b) Builder

- (i) The Builder shall safely store and handle the Buyer's Supplies after delivery thereof at a warehouse or other storage facility at the Shipyard or elsewhere as determined by the Builder and shall, at its own cost, expense and responsibility, install them in or on the Vessel in accordance with the Specification, provided that the Builder shall not be responsible for the quality, efficiency and/or performance of any of the Buyer's Supplies.
- (ii) The Buyer's Supplies shall be at all times the property of the Buyer but shall be at the Builder's risk from the time of their delivery to the Shipyard until the time of their redelivery to the Buyer whether or not as part of the Vessel.

**22. Buyer's Representative, Assistants, Charterer's Representative, Officers and Crew**

- (a) The Buyer may, at its own cost and expense, have one representative present at the Shipyard throughout the construction together with a reasonable number of assistants and, as appropriate, officers and crew. The Charterer may also, at the Buyer's cost and expense, have one representative present at the Shipyard throughout the construction together with a reasonable number of assistants acting only as observers. The Buyer shall notify the Builder in advance in writing of:
  - (i) the names of the Buyer's Representative, the Charterer's Representative, assistants and, as appropriate, officers and crew; and

- (ii) the scope of the Buyer's Representative's authority which, in particular, shall include the extent to which the Buyer's Representative has authority to approve plans, drawings and calculations, agree modifications and invoices and attendance at and approval of tests, trials and inspections relating to the Vessel at the Shipyard and/or premises of Sub-contractors; and
  - (iii) any other information reasonably required by the Builder to facilitate access to the Shipyard and/or premises of Sub-contractors.
- (b) The Builder shall, at its own cost and expense, provide the Buyer's Representative and assistants with reasonable office accommodation and facilities (including communication equipment, such as telephone, fax and appropriate internet access, and printers or a connection to the Builder's printers) as the Buyer may reasonably require. The Buyer shall bear the costs of all communication expenses arising from the use by the Buyer's Representative and assistants of the communications equipment provided by the Builder. Such expenses shall be payable by the Buyer on receipt of an invoice from the Builder in accordance with Clause 15(b) (Payments – Payment for Modifications and other items).
  - (c) The Builder shall have the right to request the Buyer to replace the Buyer's Representative or any assistants but only if the Builder shows that they are carrying out their duties in an unreasonable manner detrimental to the proper progress of the construction of the Vessel, in which case the Buyer shall make proper replacement as soon as possible.
  - (d) The Buyer's Representative shall have the right to communicate directly with the Classification Society, provided such communication does not unreasonably interfere with the Builder's communication with the Classification Society and the Buyer's Representative shall give the Builder, as soon as practicable, copies of all relevant correspondence relating to the Vessel to and from the Classification Society.
  - (e) The Builder shall render reasonable assistance to the Buyer in helping to provide suitable accommodation, obtain necessary visas, residence and work permits and any other administrative assistance as the case may be for the Buyer's Representative, assistants and, as appropriate, officers and crew.

**22A. Monthly Progress Reports**

- (a) The Builder shall provide to the Buyer's Representative detailed monthly progress reports ("**Progress Reports**") showing the progress made with equipment procurement and the design and construction of the Vessel. Each Progress Report shall also clearly describe any slippage in progress; any event(s) that may cause delay (whether alleged to be Permissible Delays or otherwise) in the punctual delivery of the Vessel; the estimated period(s) of delay attributable to such event(s); the Builder's proposals on avoiding and/or mitigating the effects of such event(s) on the punctual delivery of the Vessel. The Buyer may send copies of the Progress Reports to the Charterer. The Buyer may request that the Progress Reports are expanded to include more information than stated above if the Buyer considers this relevant, for example, if this is requested by the Charterer.

**23. Inspections, Tests and Trials**

- (a) To enable the Buyer's Representative and assistants to carry out their duties and inspect the work being done, the Buyer's Representative and/or assistants shall have the right to inspect the Vessel throughout the period of the construction of the Vessel and until its delivery and acceptance. The Charterer's Representative and/or assistants shall also have the right to inspect the Vessel throughout the period of the construction of the Vessel and until its delivery and acceptance.
- (b) The Buyer's Representative and/or assistants as well as the Charterer's Representative and/or assistants shall have the right to attend all tests, trials and inspections, including those supervised by the Classification Society and Regulatory Authorities, on any parts of the Vessel whether or not installed. The Builder shall give the Buyer reasonable notice in advance of all such tests, trials and inspections to enable the Buyer's Representative and/or assistants and the Charterer's Representative and/or assistants to attend. If the Buyer's Representative and/or assistants becomes aware of non-conformity of any aspect of the design, construction, material or workmanship arising out of such tests, trials and inspections he/they shall notify the Builder as soon as possible. Whether or not the Buyer's Representative and/or assistants have been present, the Builder shall promptly deliver to the Buyer or the Buyer's Representative a copy of the results of all tests, trials and inspections.
- (c) For tests, trials and inspections outside the Shipyard, sufficient advance written notice shall be given to allow for the Buyer's Representative and/or assistants to arrange transportation. This advance notice should not be less than five (5) days for tests, trials or inspections that require more than 4 hours' travel by car/rail or that require air travel for attendance.
- (d) The Builder shall, at any time during working hours or at any other time when work is being performed, provide the Buyer's Representative and/or assistants as well as the Charterer's Representative and/or assistants with unimpeded access to the Shipyard, Vessel, workshops, and anywhere else where work on or storage of items connected with the construction of the Vessel is being performed. The Builder shall ensure similar access to sub-contractor's premises during working hours or at any other time when work is being performed.
- (e) Neither the Buyer's Representative's the Charterer's Representative and/or assistants' inspection and/or attendance at any inspection, test or trial, nor the Buyer's Representative's, the Charterer's Representative's and/or assistants' failure to notify the Builder of any non-conformity shall relieve the Builder from its obligations under this Contract or be deemed to be or construed as a waiver of any objection to, or any acceptance of, faulty design, construction, material and/or workmanship, or any admission that any materials or workmanship are of the standard required for due performance of this Contract.

**24. Modifications and Changes**

- (a) The Buyer shall have the right at any time to request reasonable modifications or changes in the Specification and/or Plans and Drawings. The Buyer shall request such modifications and/or changes in writing, giving sufficient particulars, documentation and details fully to describe the modifications and/or changes requested.
- (b) The Builder shall as soon as possible after receipt of the written request for modifications or changes, give the Buyer a written proposal of the consequences of implementing such modifications and/or changes. These consequences may include changes in the Contract Price, Delivery Date, capacity, draft, speed, fuel consumption, or any other provisions of this Contract. If in the Builder's reasonable judgement, such modifications and/or changes will adversely affect the Builder's planning or programme in relation to the Builder's other commitments, the Builder shall notify the Buyer that it declines to give such a proposal for the requested modifications and/or changes or part thereof.
- (c) The Builder shall use reasonable efforts to minimize the extra costs, delay or other negative impact on the Vessel's capacity, performance or other factors caused by the Buyer's request. The Builder's proposal shall be reasonable for such work.
- (d) On the basis of the Builder's proposal the Buyer may elect in writing to agree to the necessary amendments to this Contract, in which case the Builder shall build the Vessel in accordance with this Contract so amended.
- (e) If the Buyer does not accept the Builder's notice as provided in Clause 20(d) (Approvals) or if in the Buyer's opinion the Builder's proposal for modifications and/or changes under this Clause is unreasonable, the Buyer may, by giving notice to the Builder, order the Builder to proceed with the requested modifications and/or changes but the consequences of implementing such modifications and/or changes shall be decided in accordance with Clause 42 (Dispute Resolution).
- (f) If the Buyer elects not to continue with the request for modifications and/or changes, the Buyer shall notify the Builder accordingly.
- (g) If the Buyer does not respond within seven (7) running days after receipt of the Builder's notice in Sub-clause (b), the Buyer shall be deemed to have withdrawn the request for modifications and/or changes.

**25. Builder's Modifications and Substitution of Materials**

The Builder shall have the right to make minor modifications and/or changes to the Specification and/or plans if so required by virtue of changes to the Builder's local conditions or facilities, the availability of materials and equipment, the introduction of improved methods or for any other reason of a similar nature provided that the Builder shall first obtain the Buyer's written approval, which shall not be unreasonably withheld or delayed.

Such modifications and/or changes shall satisfy the requirements of the Classification Society and the Regulatory Authorities and shall not relieve the Builder from its obligation to otherwise deliver the Vessel in accordance with this Contract. Any savings obtained shall be credited to the Buyer and the Buyer shall not be obliged to pay any extra for, or suffer any delay in delivery or other adverse consequences of, such modifications and/or changes.

**26. Changes in Rules and Regulations**

If, after the date of Contract, there are any changes in applicable laws, rules, regulations or requirements (or their application) of the Classification Society or Regulatory Authorities, the following shall apply:

- (a) Upon receipt of notice of such changes either Party shall promptly notify the other Party thereof.
- (b) If such changes will be compulsory for the Vessel at the time of delivery, the Builder shall, unless the Buyer at its sole discretion seeks and obtains a waiver from the Classification Society or Regulatory Authorities (as appropriate), incorporate such modifications and/or changes into the construction of the Vessel. The Parties shall endeavour to agree on such adjustments to the Contract Price, Delivery Date or other Contract terms as are a direct consequence of the change in applicable laws, rules, regulations or requirements. If the Parties fail to agree on the adjustments, the Builder shall proceed with the required changes and the matter shall be decided in accordance with Clause 42 (Dispute Resolution).
- (c) If such changes are not compulsory but the Buyer requires the changes to be incorporated, Clause 24 (Modifications and Changes) shall apply.

**27. Sea Trials**

The times and numbers specified in this Clause shall apply unless otherwise stated in the Specification.

(a) Notice

The Buyer's Representative, together with a suitable number of assistants, officers and crew, as well as the Charterer's Representative together with a suitable number of assistants, shall have the right to be present at sea trials. The Builder shall give the Buyer at least fourteen (14) running days notice of the time and place and expected duration of sea trials and the Buyer shall promptly acknowledge receipt of such notice.

If neither the Buyer's Representative nor any authorized assistants attend the sea trials for any reason after such notice to the Buyer, such absence shall be deemed to be a waiver by the Buyer of its right to be present. The Builder may then conduct the sea trials without the Buyer's Representative being on board, provided that a representative of the Classification Society and Regulatory Authorities is present. In such circumstances, the results and conditions of the sea trials shall be as confirmed in writing by the Classification Society and/or Regulatory Authorities.

(b) Weather Conditions

The sea trials shall be conducted in weather conditions as described in this Contract and/or Specification. If the sea trials are interrupted or prevented by weather conditions in excess of the stated conditions, any resulting delay in delivery of the Vessel shall be deemed a Permissible Delay in accordance with Clause 34 (Permissible Delays). In such an event, the sea trials shall be discontinued or postponed until the first favourable day thereafter when weather conditions permit.

(c) Conduct of the Sea Trials

(i) The sea trials shall be conducted in the presence of representatives from the Classification Society and Regulatory Authorities and in the manner described in this Contract. The sea trials shall be of sufficient scope and duration to enable the Parties to verify and establish that the Vessel conforms in all respects with the performance requirements of this Contract. The Builder shall have the right to repeat any sea trials, subject to appropriate notice to the Buyer.

(ii) The Builder shall provide sufficient crew necessary for the safe navigation of the Vessel.

(iii) All expenses in connection with the sea trials, including the provision of bunkers, lubricating oil, grease, fresh water and stores needed to undertake the sea trials shall be for the Builder's cost and expense. Together with the Final Instalment, the Buyer shall reimburse the Builder at cost price for any quantities of bunkers and unbrokech lubricating oil, grease, fresh water and stores remaining on board at delivery.

(d) Method of Acceptance or Rejection

(i) Upon completion of the sea trials the Builder shall give the Buyer the results of the sea trials in writing. If the Builder considers that the results thereof demonstrate that the Vessel conforms fully to the requirements of this Contract, the Builder shall give the Buyer notice of when delivery will take place. Such notice shall state where and when the Vessel will be ready for delivery, which will be at least fifteen (15) running days after the notice is given. Within five (5) running days after receipt of this notice and the trial results, the Buyer shall notify the Builder in writing of its acceptance for delivery or rejection of the Vessel.

(ii) If the results of the sea trials demonstrate that the Vessel or any part or equipment thereof does not fully conform to the requirements of this Contract, or if the Buyer rejects the Vessel for other reasons which the Builder accepts as valid, the Builder shall take all necessary steps to rectify such non-conformity. If necessary the Builder shall for its own cost and expense carry out a further sea trial in accordance with this Clause to ascertain that the Vessel complies with the terms of this Contract. Upon demonstration by the

Builder that the deficiencies have been corrected, the procedure set out in this Sub-clause (d) shall apply.

(iii) If the Buyer gives notice of rejection under (i) above or rejects the Vessel under (ii) above, the Buyer shall state in which respect the Vessel does not conform to the requirements of this Contract (hereinafter "Delivery Defects").

(iv) If the Delivery Defects are of minor importance and do not affect Class (conditions or recommendations imposed by the Classification Society will for example not be accepted), or the approval of the Vessel by the Regulatory Authorities, or the operation of the Vessel in its intended trade, and the Builder can show that estimated cost to remedy the Delivery Defects is less than [REDACTED] for each of the Delivery Defects individually and [REDACTED] for all the Delivery Defects in total and aggregate (based on what it would cost to remedy the Delivery Defects in Europe by a reputable independent shipyard/supplier), but the Builder is unable to rectify the matter within a reasonable time and in any event before the accrual of the Buyer's right to terminate in accordance with Clause 39 (Suspension and Termination), the Builder may nevertheless require the Buyer to take delivery of the Vessel, on condition that the Builder first:

(1) undertakes to remedy the Delivery Defects for its own cost and expense as soon as possible; and

(2) accepts that if the Delivery Defects are not remedied as soon as possible, the Buyer may have such Delivery Defect remedied by someone else at the cost of the Builder; and

(3) provides the Buyer with a guarantee issued by the bank named in **Box 32** (or if Box 32 is not filled in, a bank guarantee from a first-class bank acceptable to the Buyer) substantially in the form and substance set out in Annex A(iv) for a sum which the Buyer reasonably requests to cover (1) and (2) above, failing agreement such sum to be resolved in accordance with Clause 42 (Dispute Resolution);

whereupon the Buyer shall accept delivery of the Vessel.

For the purpose of Clause 27(d)(iv)(3) above, the Buyer confirms that unless their credit rating is reduced prior to the issuance of the bank guarantee (compared to their credit rating at the time of signing this Contract), the Buyer finds the following banks acceptable:

- 1) The export & import bank of China;
- 2) Agricultural bank of China;
- 3) China Merchant Bank;
- 4) Bank of China; and



5) China Construction Bank.

- (v) If the Builder disputes the rejection of the Vessel by the Buyer, the dispute shall be resolved in accordance with Clause 42 (Dispute Resolution).

#### **SECTION 4 – DELIVERY**

##### **28. Delivery**

Subject to Clause 27(d) (Sea Trials – Method of Acceptance or Rejection) the Vessel shall be delivered to the Buyer in full and complete compliance with the Contract on the Delivery Date. Delivery shall be made at the Shipyard or (if agreed by the Buyer in writing) at a safe place in the immediate vicinity thereof in a clean and orderly condition, ready for service in accordance with the Contract (i.e. excluding matters outside the scope of Builder's obligations), upon:

- (a) exchange and acceptance by the Parties hereto of a Protocol of Delivery and Acceptance signed by each Party acknowledging delivery of the Vessel by the Builder and acceptance thereof by the Buyer; and
- (b) the provision by the Builder of the other documents listed in Clause 29 (Documents on delivery); and
- (c) payment by the Buyer of the Final Instalment in accordance with Clause 30 (Final Instalment).

The Builder shall notify the Buyer of when delivery will take place and such notice shall state where and when the Vessel will be ready for delivery, which will be at least fifteen (15) running days after the notice is given.

##### **29. Documents on Delivery**

Upon exchange of the Protocols of Delivery and Acceptance the Builder shall provide at no cost to the Buyer the following additional documents:

- (a) Protocol of Trials made pursuant to the Specification.
- (b) Protocol of Inventory and Equipment of the Vessel, including spare parts, as detailed in the Specification.
- (c) Protocol of Surplus Consumable Stores which are payable by the Buyer to the Builder.
- (d) Plans and Drawings pertaining to the Vessel together with all necessary instruction manuals, as detailed in the Specification.
- (e) All certificates including the documents required to be furnished on delivery pursuant to this Contract. All certificates shall be issued without qualification. If, however, the Classification certificate and/or other required certificates are not available at the time of delivery, the Buyer shall accept interim certificates provided

that the Builder, at its cost and expense, provides the Buyer with final certificates as promptly as possible. The Builder warrants that:

- (i) such interim certificates shall enable the Vessel to be registered and trade and operate without restriction; and
- (ii) final certificates shall be provided as above.

If the Builder fails to perform (i) and/or (ii) above, the Builder shall compensate the Buyer for any loss incurred as a consequence thereof, including loss of time.

- (f) Declaration of Warranty by the Builder that the Vessel is free and clear of any liens, claims, charges, mortgages and other encumbrances.
- (g) Builder's Certificate duly notarized and legalized/apostilled. The notary public must confirm the date of signatures, the identity of the signatories and their authority to act on behalf of the Builder.
- (h) Certificate of Non-Registration from the Builder's national register duly apostilled/legalized. If it is not possible to obtain a Certificate of Non-Registration from the Builder's national ship register because the register does not issue such certificates, then a Certificate of Non-Registration from the Builder duly notarized and legalized/apostilled must be provided together with a legal opinion in English from a Chinese law firm which confirms that it is not possible to obtain a Certificate of Non-Registration from the Builder's national ship register and that the Vessel is not registered with any ship registration authority in China. The Chinese law firm and the wording of the legal opinion must be acceptable to the Buyer and the Flag State
- (i) Power of Attorney of Builder (if any documents are signed under Power of Attorney) duly notarized and apostilled/legalized. The notary public must confirm the date of signatures, the identity of the signatories and their authority to act on behalf of the Builder.
- (j) Commercial invoices covering Final Instalment and modifications as well as bunkers, lubricating oil and grease.
- (k) Bill of Sale or other document that certifies that the title of the Vessel passes to the Buyer.
- (l) Inventory of Hazardous Materials ("IHM") and IHM Certificate (as referred to in Clause 4 (Inventory of Hazardous Materials)).
- (m) Declaration of Warranty by the Builder that the Vessel is free and clear of any liens, claims, charges, mortgages and other encumbrances upon the Buyer's title thereto and that the Vessel is absolutely free of all burdens in the nature of imposts, taxes or charges imposed by any governmental authorities, as well as of liabilities whatsoever of the Builder to his Subcontractors, employees and crew and of all liabilities arising from the operation of the ship during test runs and trials or otherwise prior to delivery.

- (n) Warranty Guarantee issued by the party named in **Box 32** (or if **Box 32** is not filled in, a bank guarantee from a first class international bank acceptable to the Buyer) substantially in the form and substance set out in Annex A(iii) for 5% of the Contract Price, as security for the Builder's obligations under Clause 35.
- (o) Any other documents reasonably required by the Buyer or the Buyer's financiers, including but not limited to documents confirming the country of origin and the appropriate export classification codes (including, if applicable, specific export control classification numbers and full tariff codes) for the Vessel and such components as may be reasonably requested by the Buyer and/or required by export control regulations.

The Buyer may require the Builder by giving reasonable notice, prior to delivery, to arrange for any documents listed above to be duly notarized and, if required, apostilled or legalized.

**30. Final Instalment**

- (a) The Final Instalment shall be adjusted in accordance with this Contract and notified by the Builder to the Buyer not later than seven (7) Banking Days prior to the notified date of delivery (see Clause 27(d) (Sea Trials – Method of Acceptance or Rejection)). For the avoidance of doubt, the Final Instalment shall be due and payable upon delivery of the Vessel in accordance with **Box 11** and Clause 28 (Delivery).
- (b) If the Buyer does not agree the amount of the Final Instalment as adjusted and notified by the Builder, the Buyer shall notify the Builder within five (5) running days. Thereafter the Buyer may by paying the entire amount demanded by the Builder require the Builder to provide a bank guarantee or other security satisfactory to the Buyer for the disputed amount. The Builder cannot in such case refuse to deliver the Vessel. If the Builder does not wish to issue security for the disputed part of the claim, the Buyer is entitled to take delivery of the Vessel against payment of the undisputed amount and provide a bank guarantee or other security satisfactory to the Builder for the disputed part of the claim. Security which has been issued by a party pursuant to this sub-clause terminates automatically unless the other party has brought legal action pursuant to Clause 42 (Dispute Resolution) within 3 months from date of issue of the security. The costs of security shall be shared proportionately between the parties according to the final outcome of the dispute.

**31. Title and Risk**

Title and risk of loss of or damage to the Vessel shall rest with the Builder until exchange of the Protocols of Delivery and Acceptance is effected, immediately upon which title and risk shall pass to the Buyer.

At the time of delivery the Vessel shall be free of all liens, claims, charges, mortgages and other encumbrances.

**32. Possession and Removal of the Vessel**

- (a) The Buyer shall take physical possession of the Vessel immediately upon Delivery and Acceptance thereof.
- (b) The Buyer shall remove the Vessel from the place of delivery within five (5) running days after Delivery and Acceptance as aforesaid. If the Buyer does not so remove the Vessel within the said period, the Buyer shall pay to the Builder reasonable mooring charges for the Vessel.

**33. Vessel Registration**

The Buyer shall register the Vessel at its own cost and expense.

**SECTION 5 – LEGAL**

**34. Permissible Delays**

- (a) The Delivery Date shall be extended if and to the extent that any of the following events cause actual delay to the delivery of the Vessel:
  - (i) Force majeure events
    - (1) acts of God;
    - (2) any government requisition, control, intervention, requirement or interference, including the application of any sanctions, prohibitions or restrictions under trade, financial or economic sanctions, laws or regulations of any relevant national or international body;
    - (3) threat or act of war, warlike operations, terrorism or the consequences thereof;
    - (4) riots, civil commotions, blockades or embargoes;
    - (5) epidemics;
    - (6) earthquakes, landslides, floods, tidal waves or extraordinary weather conditions;
    - (7) strikes, lockouts or other industrial action, but only if of a general nature and not limited solely to the Builder and/or the sub-contractors or their employees;
    - (8) fire, accident, explosion (whether in the Shipyard or elsewhere);
    - (9) any interruption to the supply of public utilities to the Builder;
    - (10) any other cause of a similar nature to the above beyond the control of the Builder or its Sub-contractors;

(11) delays to sea trials in accordance with Clause 27(b) (Sea Trial – Weather Conditions).

(ii) Other events

- (1) Late delivery of, or delivery of, any defective Buyer’s Supplies in accordance with Clause 21(a)(iv) (Buyer’s Supplies);
- (2) Delays due to modifications and changes in accordance with Clause 24(b) or (e) (Modifications and Changes);
- (3) Delays due to changes in rules and regulations in accordance with Clause 26 (Changes in Rules and Regulations);
- (4) An actual or constructive total loss in accordance with Clause 38(c)(ii) (Insurances-Allocation of Insurance Proceeds);
- (5) Suspension of work pursuant to Clause 39(c) (Suspension and Termination-Suspension of Work).

(iii) Provided that in respect of (i) and (ii) above:

- (1) such events were not caused by the error, neglect, act or omission of the Builder or its Sub-contractors; and
- (2) were not, or could not reasonably have been, foreseen by the Builder at the date of the Contract; and
- (3) the Builder shall have complied with Sub-clause (b) hereunder; and
- (4) the Builder shall have made all reasonable efforts to avoid and minimize the effects such events have on the delivery of the Vessel.

(b) The Builder shall notify the Buyer within ten (10) running days of when the Builder becomes aware of the occurrence of any event of delay on account of which the Builder asserts that it may have the right to claim an extension of the Delivery Date. A failure to so notify shall bar the Builder from claiming an extension to the Delivery Date. The Builder shall also advise the Buyer in writing (A) within five (5) running days of the ending of any event notified under this Clause that the event has ended, and (B) as soon as reasonably possible after (A), the length of extension of the Delivery Date claimed by the Builder.

**35. Builder’s Guarantee**

- (a) The Builder shall guarantee the Vessel against any Defects (see Definitions) provided such Defects are:
  - (i) discovered within the number of months stated in **Box 20** (hereinafter “the Guarantee Period”) after delivery of the Vessel in accordance with Clause 28 (Delivery); and

- (ii) notice thereof is given to the Builder as soon as reasonably possible after the discovery thereof and latest thirty (30) running days after the expiry of the Guarantee Period describing such Defects so far as reasonably practical  
  
(hereinafter called "Guarantee Defects").
- (b) The Builder shall make any necessary repairs or replacements to rectify any Guarantee Defects or damage to the Vessel caused as a direct and immediate consequence of such Guarantee Defects. Such repairs and replacements shall be made at the Shipyard at the Builder's cost and expense.
- (c) The Buyer shall have the right to arrange for the necessary repairs to rectify any Guarantee Defects or damage to the Vessel caused as a direct and immediate consequence of such Guarantee Defects to be made elsewhere or obtain any necessary replacement parts and materials:
  - (i) if it is impractical to bring the Vessel to the Shipyard; or
  - (ii) if the Builder cannot supply necessary replacement parts and materials without impairing or delaying the operation or working of the Vessel.
- (d) In the event that the Buyer makes the necessary repairs or replacements at any other shipyard or works other than the Shipyard, the Buyer shall first, but as soon as possible, give the Builder notice of the time and place such repairs will be made. The Builder shall have the right, without prejudice, to inspect through its own representative the nature and extent of the Guarantee Defects to be replaced or repaired. The Buyer shall provide the necessary assistance to the Builder to enable the Builder to board the Vessel to perform the necessary inspections at a time to be mutually agreed, taking into consideration the intent not to impair or delay the operation of the Vessel. The Builder shall, in such case, promptly advise the Buyer in writing, after such examination has been completed, of its acceptance or rejection of such Guarantee Defects as ones that are covered by the guarantee.
  - (i) The Builder shall pay the Buyer in the currencies stated in **Box 9** the reasonable documented cost and expenses of such repairs or replacements, provided that the Buyer shall use reasonable endeavors to keep such costs as low as reasonably possible.
  - (ii) Where applicable, the Buyer shall return replaced parts to the Builder at the Builder's request and cost and expense provided the Builder makes such request at the time of the replacement. In the event that they are the subject of a dispute under Clause 42 (Dispute Resolution), the Builder shall hold the replaced parts available for inspection by the Buyer. Upon their replacement, the ownership of replaced parts shall revert to the Builder.
- (e) In any case, the Vessel shall be taken, at the Buyer's cost, to the place elected, ready in all respects for such repairs or replacement.

- (f) The Builder guarantees repairs or replacements to the Vessel made under sub-clause (b) above for an additional Guarantee Period of the number of months stated in **Box 21** from the date of completion of such repairs or replacements provided such work has been performed by the Builder or its Sub-contractors. The additional Guarantee Period shall, however, not end on a date earlier than the end of the original Guarantee Period for any such item. However the total Guarantee Period shall not exceed 24 months after Vessel delivery.
- (g) If, as a result of the guarantee works, the Vessel has been lying idle continuously for a period in excess of thirty (30) days, the Guarantee Period shall be extended by the total number of such days (counting from the first day the Vessel is idle) that fall within the Guarantee Period, whether or not other work was carried out during such period.
- (h) Without prejudice to any other rights the Buyer may have under this Contract, following the expiry of the Guarantee Period or in the event that the Builder is in breach of its obligation to rectify Guarantee Defects in accordance with this Clause, the Builder shall at the Buyer's request assign (to the extent to which it may validly do so) to the Buyer, or as the Buyer may direct, the right, title and interest of the Builder in and to all guarantees or warranties given by the Sub-contractors or suppliers of any of the materials or equipment used in the construction of the Vessel.
- (i) Upon delivery of the Vessel the Builder shall also provide the Buyer with a guarantee issued by the party named in **Box 32** (or if **Box 32** is not filled in, a bank guarantee from a first class international bank acceptable to the Buyer) substantially in the form and substance set out in Annex A(iii) for 5% of the Contract Price, as security for the Builder's obligations under Clause 35 (the "Warranty Guarantee").
- (j) The Builder shall have no liability under this Clause 35 for defects or malfunction in the Vessel caused by normal wear and tear, or due to perils of the sea, rivers or navigation, or fire or accidents at sea, or by mismanagement or negligence or willful neglect in the use and maintenance of the Vessel or alteration or addition on the part of the Buyer, its employees or agents, including the Vessel's officers, crew and passengers. Further the Builder shall not be liable for repairs or replacements carried out by the Buyer or others (i.e. repairs or replacements which have not been carried out by the Builder or its subcontractors) save where such repairs or replacements have been carried out in accordance with Clause 35(d).

**36. [Not used]**

**37. Responsibilities and exclusions from liabilities**

*Builder's exclusion clauses*

- (i) Liability for Defects discovered before or at the time of delivery

The Buyer's remedy for delay in delivery of the Vessel, or for Defects discovered before or at the time of such delivery, are set out in Clauses 8 to 13 inclusive and Clause 27(d) (Sea Trials – Method of Acceptance or Rejection).

(ii) Liability for Defects discovered after delivery

Except to the extent expressly provided in Clause 35 (Builder's Guarantee), the Builder shall have no liability in contract, tort (including negligence), breach of statutory duty or otherwise for:

(a) any Defect discovered after delivery of the Vessel; or

(b) any loss, damage or expenses caused as a consequence of such Defect (which shall include, but not be limited to, loss of time, loss of profit or earnings or demurrage directly or indirectly incurred by the Buyer) .

(iii) Liability for third party replacement or repair

The Builder shall not be responsible for any Defects in any part of the Vessel which may, subsequent to delivery of the Vessel, have been replaced or in any way repaired by any contractor, other than the Builder or its Sub-contractors, or for any such Defects which have been caused by omission or improper use or maintenance of the Vessel on the part of the Buyer or by ordinary wear and tear.

(iv) Implied terms

The guarantee contained in Clause 35 (Builder's Guarantee) replaces and excludes any other liability, guarantee, warranty and/or condition and/or innominate term imposed or implied by the law, customary, statutory or otherwise, by reason of the construction and sale of the Vessel by the Builder for and to the Buyer.

*Mutual exclusion clauses*

(v) Liability following termination

In the event of termination in accordance with the provisions of Clause 39 (Suspension and Termination), neither Party shall have any liability to the other whatsoever or howsoever arising, except as expressly provided in that Clause.

In the event, however, that a Party fails to perform the Contract, or unequivocally indicates its intention not to perform it, in a way which thereby permits the other Party to treat the Contract as at an end other than under the terms of the Contract, any such claim that the other party may have shall not be limited or excluded by the terms of this Contract.

*Responsibility Clauses*

(vi) Responsibility for death and personal injury

Each Party to this Contract shall accept responsibility and liability for the death and personal injury of its Personnel, unless the death or personal injury was inflicted by the other Party or its Sub-contractors with the intent to cause such death or injury, or recklessly and with knowledge that such death or injury would probably result.



Each Party further agrees to indemnify and hold harmless the other Party, as regards both liability and legal costs, in the event of claims relating to or resulting from death or personal injury of its Personnel against the Party who is not responsible for them under this Sub-clause 37(vi).

(vii) Responsibility for damage to or loss of property

Unless otherwise provided in this Contract and subject to Clause 21, each Party shall accept responsibility and liability for damage to or loss of its property and the property belonging to its Personnel except to the extent such damage or loss was caused by the other Party or its Sub-contractors with the intent to cause such damage or loss, or recklessly and with knowledge that such damage or loss would probably result.

Each Party further agrees to indemnify and hold harmless the other Party, as regards both liability and legal costs, in the event of claims relating to or resulting from damage to or loss of property against the Party who is not responsible for them under this Sub-clause 37(vii).

**38. Insurances**

(a) Builder's Insurances

From the time of first steel cutting or equivalent (or delivery of the Buyer's Supplies, whichever is earlier) until the Vessel is completed, delivered to and accepted by the Buyer, the Builder shall (in the joint names (as assureds) of the Builder and the Buyer) effect and maintain at no cost to the Buyer, Builder's Risk Insurance for the Vessel and Buyer's Supplies. Such Builder's Risk Insurance shall:

- (i) be provided by insurers reasonably acceptable to the Buyer; and
- (ii) be on terms no less wide than Institute Clauses for Builder's Risk terms (1/6/88) including Institute War and Institute Strike Clauses; and
- (iii) be in an amount not less than the aggregate of the payments made by the Buyer to the Builder plus the value of the Buyer's Supplies at the Shipyard.

If specifically requested by the Buyer, the Builder shall increase the amount insured under the policy to cover the rebuilding costs of the Vessel or such other amount as the Buyer may request. Any additional premium charged for this shall be paid by the Buyer.

The Builder shall provide the Buyer with copies of the insurance policy as placed, including details of the covered risks and exclusions.

The Buyer shall notify the Builder of the value of any subsequent changes in the value of the Buyer's Supplies for insurance purposes. Upon receipt of notice of change in value the Builder shall amend the insured value for the Buyer's Supplies accordingly.

(b) Notwithstanding Clause 37(vii) (Responsibilities and exclusions from liabilities - Responsibility for damage to or loss of property), the Builder shall be responsible for any loss or damage to and any liability arising out of any materials, equipment or supplies delivered to the Builder's premises prior to effecting the insurance.

(c) Allocation of Insurance Proceeds

(i) In the event that the Vessel is at any time prior to or at delivery damaged by any insured cause and provided such damage does not constitute an actual or constructive total loss of the Vessel, the Builder shall make good such damage and shall apply any amounts recovered under the insurance referred to in Sub-clause (a) to the costs of any repair or replacement, including repair or replacement of lost or damaged Buyer's Supplies. Such damage shall be made good so as to comply with this Contract and all repairs shall be carried out in compliance with the requirements of the Classification Society and Regulatory Authorities as appropriate without qualification.

(ii) Should the Vessel become an actual or constructive total loss from any insured cause:

(1) the Builder and the Buyer may agree that a new vessel is built or the Vessel reconstructed in accordance with the terms of this Contract provided agreement is reached in writing to an extension of the Delivery Date and/or any other necessary amendment to the Contract, in which case any amounts recovered under the insurance referred to in Sub-clause (a) will be applied to the construction or reconstruction of the Vessel if appropriate; or

(2) If the Builder and Buyer are unable to agree within a reasonable time (and, if reasonably possible, within 90 days of the Buyer receiving written notice of the damage) on an extension to the Delivery Date and/or any other necessary amendment to the Contract as provided for in Sub-clause (c)(ii)(1) the Builder shall:

(i) promptly refund to the Buyer the full amount of sums paid by the Buyer to the Builder together with interest thereon at a rate per annum as stated in **Box 30** from the date of payment to the date of refund (however no interest shall be payable if the total loss was caused by a force majeure event, cf. Clause 34(a)(i), provided the conditions in Clause 34(a)(iii) are fulfilled); and

(ii) make payment to the Buyer of the insured value of the Buyer's Supplies or alternatively, at the Builder's cost, deliver the Buyer's Supplies to the Buyer in undamaged condition.

Once all payments have been made by the Builder to the Buyer in accordance with Sub-clause (b)(ii)(2) this Contract shall be deemed terminated and all future rights and obligations of each of the Parties to

the other shall cease whereupon the guarantees provided under this Contract shall be returned.

**39. Suspension and Termination**

(a) Buyer's Termination

The Buyer shall have the right to terminate this Contract forthwith upon giving notice in the event that:

- (i) the guarantor providing the Refund Guarantees on behalf of the Builder in accordance with Clause 14(b) (Guarantees – Builder's Refund Guarantees) is deemed insolvent pursuant to Sub-clause (d) below, unless the Builder provides replacement Refund Guarantees acceptable to the Buyer within 30 days of the Buyer's notice requiring replacement Refund Guarantees to be provided, during which period no further payments shall be made to the Builder by the Buyer and provided that notice of termination is given before acceptable replacement Refund Guarantees are received by the Buyer, or
- (ii) the Builder fails to perform any work relating to the construction of the Vessel for a running period of at least the number of days stated in **Box 22(i)**, excluding Permissible Delays, provided that thereafter the Buyer gives the Builder at least the number of days' written notice stated in **Box 22(ii)** of its intention to terminate this Contract under this Clause and within that period the Builder fails to remedy its breach and provided further that the notice of termination is given before the Builder has remedied its breach; or
- (iii) (1) the delivery of the Vessel is delayed by more than 180 days in aggregate by virtue of events that fall within Clause 34(a)(i) (Permissible Delays – Force Majeure events); or  
  
(2) the delivery of the Vessel is delayed by more than 180 days in aggregate by virtue of events which do not fall within Clause 34(a)(i) or 34(a)(ii) (Permissible Delays); or  
  
(3) the aggregate of delays to the delivery of the Vessel in (1) and (2) above is more than 240 days.

The Builder may at any time after the right to terminate has occurred give notice requesting that the Buyer either agrees to a new delivery date or terminates this Contract. Such new delivery date shall be a reasonable estimate by the Builder of the date when the Vessel will be ready for delivery. Within fifteen (15) days of the Builder's request, the Buyer shall notify the Builder of its decision. If the Buyer does not terminate this Contract then the new delivery date shall be deemed to be the Delivery Date provided it does not occur later than thirty (30) days prior to the expiry of the Refund Guarantee (Clause 14(b) (Guarantees – Builder's Refund Guarantee)). Notwithstanding Clause 34(a)(i) (Permissible Delays – Force majeure events) and this Clause 39(a)(iii)(1), (2) or (3) but subject to Clause 34(a)(ii) (Permissible Delays- Other events), if the Vessel is not delivered by

that date, the Buyer shall have the right to terminate this Contract. The Builder's right to request the Buyer to agree a new delivery date shall operate on each and every occasion the events stated in this Sub-Clause (a)(iii) give rise to the Buyer's option to terminate

- (iv) The reduction in speed would entitle the Buyer to a reduction in the Contract Price greater than the amount stated in **Box 13(ii)**; or
- (v) [Not used]
- (vi) The reduction in Elevated Variable Load Capacity would entitle the Buyer to a reduction in the Contract Price greater than the amount stated in **Box 15(iii)**; or
- (vii)[Not used]
- (viii) [Not used]
- (ix) The Builder is in breach of Clause 14 (Guarantees); or
- (x) The Builder is in breach of Clause 50(a) and fails to remedy such breach within a reasonable period of receiving written notice to do so.

(b) Builder's Termination

The Builder shall have the right to terminate this Contract forthwith upon giving notice to the Buyer in the event that:

- (i) The guarantor providing the Instalment Guarantee on behalf of the Buyer under Clause 14(a) (Buyer's Instalment Guarantee) is deemed insolvent pursuant to Sub-Clause (d) below, unless the Buyer can provide a replacement Instalment Guarantee acceptable to the Builder within 30 days and provided that notice of termination is given before an acceptable Buyer's Instalment Guarantee is received by the Builder; or
  - (ii) The Buyer fails to pay any sums due under this Contract for a period of twenty-one (21) Banking Days provided that the Builder thereafter gives the Buyer at least 5 Banking Days' notice of its intention to terminate under this Clause, and within that period the Buyer fails to remedy the breach and provided that notice of termination is given before the Buyer pays the outstanding sums due, or
  - (iii) The Buyer fails to take delivery of the Vessel tendered in accordance with this Contract; or
  - (iv) The Buyer is in breach of Clause 14 (Guarantees)
- (c) Suspension of Work

Without prejudice to Sub-clause (b) above the Builder shall have the right to suspend work under this Contract if the Buyer fails to pay any instalment stated in **Box 11** in accordance with the terms of this Contract until payment of such outstanding sums.

(d) Deemed Insolvency

A Party or the guarantor providing the Refund Guarantee shall be deemed insolvent if proceedings are commenced against the insolvent Party or the guarantor for winding up, dissolution or reorganisation (otherwise than for the purpose of amalgamation or reconstruction), liquidation, the appointment of a receiver, trustee or similar officer, bankruptcy, suspension of payments or similar events.

A Party shall have the right to terminate this Contract forthwith upon giving notice if the other Party or the guarantor is deemed insolvent.

(e) Novation to Charterer prior to termination

(i) Prior to any termination of this Contract by the Buyer, the Buyer may request that the Parties undertake negotiations for a novation of the Buyer's rights and obligations under this Contract on its terms and conditions (existing at such date) to the Charterer so that - instead of termination - the Contract can continue with the Charterer in place of the Buyer. The Builder agrees that it shall use best efforts and act in good faith in order to agree such novation to the Charterer. For the avoidance of doubt, the Buyer shall not be obliged to make such a request, and the Buyer shall at any time be entitled to discontinue the negotiations and terminate the Contract.

(ii) Prior to any termination of this Contract by the Builder, the Builder shall give the Buyer at least 10 days written notice of its intention to terminate. During these 10 days, the Buyer may request that the Parties undertake negotiations for a novation of the Buyer's rights and obligations under this Contract on its terms and conditions (existing at such date) to the Charterer so that - instead of termination - the Contract can continue with the Charterer in place of the Buyer. The Builder agrees that it shall use best efforts and act in good faith in order to agree such novation to the Charterer. Any such novation must be agreed in writing between the Buyer, the Builder and the Charterer within 30 days after the Buyer's request, during which time the Builder cannot terminate the Contract. If novation has not been agreed within 30 days after the Buyer's request, the Builder shall be entitled to terminate the Contract without any further notice. For the avoidance of doubt, the Buyer shall not be obliged to make such a request, and the Buyer shall at any time be entitled to discontinue the negotiations.

(iii) If requested by the Buyer at any time after the effective date of the Contract (see Clause 44 (Effective date of Contract)), the Parties shall use best efforts and act in good faith to negotiate and enter into a direct agreement between the Buyer, the Builder and the Charterer setting out the terms and condition

for a novation of the Buyer's rights and obligations under this Contract to the Charterer in the situations described in (i) and (ii) above.

(f) Effect of Buyer's Termination

If this Contract is terminated by the Buyer, the Builder shall refund all sums paid by the Buyer to the Builder under Clause 7 (Contract Price) and Clause 15 (Payments) hereof plus interest thereon at the rate stated in **Box 30** per annum from the date of payment to the date of refund. The Builder shall also return the Buyer's Supplies, or if they cannot be returned, the Builder shall pay to the Buyer an amount equal to the Buyer's cost for such Buyer's Supplies.

(g) Effect of Builder's Termination

If this Contract is terminated by the Builder, the Builder shall have the right to retain the Buyer's Supplies together with any instalments paid by the Buyer and shall have the right and power either to complete or not to complete the Vessel as it deems fit but in any event shall sell the Vessel (either in its complete or incomplete form), including those Buyer's Supplies which are installed or have been utilised on board the Vessel, at the best price reasonably obtainable at a public or private sale on reasonable terms and conditions.

(i) In the event of the sale of the Vessel in its complete form the proceeds of the sale received by the Builder shall be applied in the following order:

- (1) to payment of all expenses incurred by the Builder in respect of the sale and otherwise incurred by the Builder as a result of the Buyer's default;
- (2) to payment of all unpaid instalments of the Contract Price including any which would have been payable after the date of termination and interest on such instalments at the rate of interest stated in **Box 30** from the respective due dates thereof to the date of application.

(ii) In the event of the sale of the Vessel in its incomplete form the proceeds of sale received by the Builder shall be applied in the following order:

- (1) to payment of all expenses incurred by the Builder in respect of the sale and otherwise incurred by the Builder as a result of the Buyer's default;
- (2) to payment of all unpaid instalments of the Contract Price to the extent due but not yet paid at the date of termination and interest on such instalments at the rate of interest stated in **Box 30** from the respective due dates thereof to the date of application;
- (3) to payment of all costs of part construction of the Vessel less any paid instalments and less any sums credited under (2) above;
- (4) to payment of the Builder's reasonable net loss of profit caused by the Buyer's default.

- (iii) In either of the above events if the proceeds of sale exceed the sums to which such proceeds are to be applied as aforesaid the Builder shall promptly pay any such excess to the Buyer without interest thereon, provided that the amount of such payment to the Buyer shall in no event exceed the total amount of instalments paid by the Buyer. The Builder shall at the same time either permit the Buyer to remove the Buyer's Supplies which are not installed or utilised onboard the Vessel (if any) from the Shipyard for the cost and expense of the Buyer, or give credit to the Buyer for the full value thereof.
- (iv) If the proceeds of sale are insufficient to pay the Builder the total amounts due from the Buyer as aforesaid, the Builder may sell the Buyer's Supplies which are not installed or utilised onboard the Vessel (if any) at the best price reasonably obtainable at a public auction or private sale on reasonable terms and conditions, applying the proceeds of such sale toward the unsatisfied amounts due from the Buyer, and giving credit to the Buyer for any excess.
- (v) If the proceeds of sale are still insufficient to pay the Builder the total amounts due from the Buyer as aforesaid, the Buyer shall pay to the Builder the amount of such deficiency, plus interest at the rate stated in **Box 30** to cover periods whenever payments from the Buyer became overdue.

**40. Copyrights, Trade Marks and Patents**

- (a) Where they are owned and supplied by a Party, that Party shall retain all copyright, trade mark, patent or similar rights (hereinafter called "Intellectual Property Rights") with respect to the Specification, Plans and Drawings, technical descriptions, calculations, test results and other data, and information and documents concerning the design and construction of the Vessel. The other Party undertakes not to disclose the same or divulge any information contained therein to any third parties without the prior written consent of the first Party, except where it is necessary for usual operation, repair and maintenance of the Vessel and to subsequent owners.
- (b) Each Party shall ensure that any manufacture and/or supply according to specifications, drawings, models or other documents supplied by it shall not infringe any Intellectual Property Rights of third parties. Should claims nevertheless be made against the other Party in respect of Intellectual Property Rights arising out of or in any way related to the performance of the Contract, the first party shall keep the other Party indemnified against the cost of such claims, including any legal costs in connection therewith.
- (c) For the purpose of this sub-clause (c), "Information" means technical information relating to the Vessel designated by one Party as confidential, except information which corresponds in substance to information which:
  - (i) was developed by and in possession of the other Party prior to first receipt from the first Party; and/or

(ii) at the date hereof or hereafter, through no wrongful act or failure to act on the part of the other Party, enters the public domain.

Where it is necessary during the performance of this Contract for the first Party to make Information available to the other Party, the other Party shall hold all such Information in confidence and not disclose it to any third parties or use it for any purpose other than as provided herein without the prior written consent of the first Party, which shall not be unreasonably withheld. However, the Buyer shall always be entitled to share relevant Information with the Charterer.

- (d) Nothing in this Contract shall be construed as granting a licence to the Builder to use any Information disclosed by or on behalf of the Buyer or its suppliers and contractors, for any purpose whatsoever save as strictly necessary for the proper performance of this Contract or as otherwise expressly authorised by the Buyer in writing. In particular but without prejudice to the generality of the foregoing, the Builder shall not:-
- (a) Register or claim any patents and/or intellectual property rights on the basis of any Information disclosed by or on behalf of the Buyer or its suppliers and contractors; and/or
  - (b) Exploit or utilise (whether commercially or otherwise), any Information disclosed by or on behalf of the Buyer or its suppliers and contractors.

**41. Governing law**

This Contract shall be subject to English law without reference to its conflict of law rules unless another law is stated in **Box 23(a)** in which case the law stated in **Box 23(a)** shall apply.

**42. Dispute Resolution**

- (a) Classification/Regulatory Authorities

Any dispute concerning the Vessel's compliance or non compliance with the rules, regulations and requirements of the Classification Society or other Regulatory Authorities shall be referred to the Classification Society or other Regulatory Authorities, as the case may be, the final decision of which shall be final and binding upon the Parties hereto. All other disputes shall be referred to expert determination or arbitration in accordance with Sub-clauses (b) through (c).

- (b) Expert determination

Unless Sub-clause (a) applies or Sub-clause (c) applies, in the event that a dispute arises under this Contract either Party may require by notice in writing to the other Party that such dispute be referred to an independent third party (an "Expert") as the Parties jointly nominate in writing, subject to the following procedure:



- (i) if the Parties fail to nominate an Expert within seven (7) days of the date of the notice referred to in this Sub-clause (b), the dispute shall be resolved in accordance with Sub-clause (c) below;
- (ii) the Expert shall act as an expert and not as an arbitrator and his decision shall be final and binding upon the Parties;
- (iii) the Expert's determination shall be conducted in accordance with the following rules, unless otherwise agreed by the Parties:
  - (1) the Parties may make written representations within seven (7) days of the Expert's appointment and shall copy in full such written representations to the other Party within such time period;
  - (2) the Parties shall have a further seven (7) days to make written comments on each other's representations and shall copy in full such written comments to the other Party within such time period;
  - (3) the Expert may call for such other documents and written evidence from the Parties as the Expert may reasonably require and the Parties shall provide such documents and written evidence within the period specified by the Expert. The Parties shall copy, in full, such documents and written evidence to the other Party within such time period provided that if either Party claims any such information is confidential to it then, provided in the reasonable opinion of the Expert that Party has properly claimed the same as confidential, the Expert shall not disclose the same to the other Party or to any third party;
  - (4) the Expert shall decide whether or not to take oral representations from or on behalf of either Party, but if he does so he shall give the other Party the opportunity to be present;
  - (5) the Expert shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and give full reasons for his decision; and
  - (6) the Expert shall use all reasonable endeavours to publish his decision within twenty-eight (28) days of his appointment.
- (iv) Unless the Parties agree otherwise, each Party shall bear its own costs of a reference to the Expert, and fees and expenses of the Expert shall be borne equally between the Parties.

(c) Arbitration

Unless Sub-clause (a) or (b) applies, any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other Party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of a sole arbitrator shall be binding on both Parties as if he had been appointed by agreement.

Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$100,000 (or such other sum as the Parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

If **Box 23(b)** is not appropriately filled in, Sub-clause (c) of this Clause shall apply.

## SECTION 6 – SUNDRY

### 43. Notices

- (a) All notices given by either Party or their agents to the other Party or their agents in accordance with the provisions of this Contract shall be in writing and shall, unless specifically provided in this Contract to the contrary, be sent to the address for that other Party as set out in **Box 2** or **Box 3** as appropriate or to such other address as the other Party may designate in writing.
- (b) A notice may be sent by post, electronically or delivered by hand in accordance with Sub-clause (a).
- (c) Any notice given under this Contract shall take effect on receipt by the other party and shall be deemed to have been received:
  - (i) if posted, on the seventh (7th) day after posting;
  - (ii) if sent electronically, on the day of transmission;
  - (iii) if delivered by hand, on the day of delivery.

And in each case proof of posting, transmission or handing in shall be proof that notice has been given.

**44. Effective date of Contract**

- (a) This Contract shall become effective when the conditions stated in **Box 25** have been satisfied. If no conditions are stated in **Box 25** then the effective date of the Contract shall be the date stated in **Box 1**. The Parties shall immediately notify each other when the conditions stated in **Box 25** relevant to that Party have been satisfied. The Buyer shall also - merely for information purposes - notify the Builder when the Buyer has successfully obtained financing for the Vessel.
- (b) If any of the conditions referred to above have not been satisfied within the number of days/timeframe stated in **Box 26** after the date of this Contract stated in **Box 1**, this Contract shall be deemed null and void and both Parties shall immediately be relieved of any obligations or liabilities to the other Party under this Contract.

**45. Assignment**

(a) Builder's assignment

The Builder shall, subject to the Buyer's prior written consent which shall not be unreasonably withheld, have the right to assign the benefits of this Contract to the Builder's financiers for the purpose of securing the Builder's financing.

(b) Buyer's assignment

- (i) The Buyer shall have the right to assign the benefits of this Contract to the Buyer's affiliates and financiers for the purpose of securing the Buyer's financing.
- (ii) The Buyer shall have the right to assign, transfer or novate this Contract to the Buyer's subsidiaries provided that the Buyer remains liable for the subsidiary's fulfilment of the Contract, and that the Instalment Guarantee remains effective (or is replaced by an identical guarantee on behalf of the subsidiary).
- (iii) The Buyer shall have the right, subject to the Builder's consent which shall not be unreasonably withheld, to assign, transfer or novate this Contract to any other third party, which shall have a similar or better credit rating/creditworthiness as/than the Buyer (taking into consideration also any financial guarantees offered by such third party).

**46. [Not used]**

**47. Entire Agreement**

This Contract constitutes the entire agreement between the Parties and no promise, undertaking, representation, warranty or statement by either Party prior to the date of

this Contract stated in **Box 1** shall affect this Contract. Any modification of this Contract shall not be of any effect unless in writing signed by or on behalf of the Parties.

**48. Third party rights**

Unless expressly identified in this Contract, no third parties shall have the right to enforce any term of this Contract.

**49. [Not used]**

**50. Compliance**

For the purposes of this clause, "BUYER" shall include its affiliates and related companies.

(a) The Builder shall:

- (i) Comply fully with the Buyer's corporate social responsibility (CSR) requirements set out in Annex D (the "Buyer's CSR Requirements").
- (ii) Where doing so would be consistent with Builder's own policies and guidelines, comply with Buyer's other corporate policies and guidelines (as amended and updated from time to time, and published on the Buyer's website at [www.cadeler.com](http://www.cadeler.com)).
- (iii) Establish precautions to prevent the making, receiving, providing, or offering of any advantage (as defined in the UK Bribery Act) or excessive entertainment to or from any employee of the Buyer or members of their respective families.
- (iv) Prevent any actions or conditions which could result in a conflict with the Buyer's best interests.
- (v) Cooperate fully with the Buyer should the Buyer elect (with reasonable notice) to conduct an audit or audits (for the purposes of verifying compliance with the requirements of this Contract or with the Buyer's corporate policies and guidelines) at or on the Shipyard, Vessel, workshops, and anywhere else (including subcontractors' premises) where work on or storage of items connected with the construction of the Vessel is being performed.
- (vi) Openly and transparently report all relevant Health, Safety and Environmental statistics to the Buyer, in relation to any and all accidents and incidents occurring in or on the Shipyard, Vessel, workshops, and anywhere else (including subcontractors' premises) where work on or storage of items connected with the construction of the Vessel is being performed. Reports may be provided in the same format used by Builder to report such statistics in accordance with its own existing reporting requirements.
- (vii) Openly and transparently report, investigate and rectify any and all accidents and incidents occurring in or on the Shipyard, Vessel, workshops, and anywhere else (including subcontractors' premises) where work on or storage of items connected with the construction of the Vessel is being performed. Reports may be provided

in the same format used by Builder to report such statistics in accordance with its own existing reporting requirements.

- (viii) Ensure that no materials, equipment, suppliers or sub-contractors are used that would breach or expose the Buyer to any enforcement or other adverse action under sanctions, prohibitions or restrictions under trade, financial or economic sanctions, laws or regulations of Denmark, the European Union, the United Kingdom, the United States, the United Nations or any other relevant national or international body. Either Party shall promptly notify the other Party if it becomes aware of such sanctions, prohibitions or restrictions.

Unless the Buyer at its sole discretion decides to waive compliance with the sanctions, prohibitions or restrictions, the Builder shall shift to other materials, equipment, suppliers or sub-contractors and incorporate such modifications and/or changes into the construction of the Vessel to the extent this is necessary to comply with the sanctions, prohibitions or restrictions. The Parties shall endeavour to agree on such adjustments to the Contract Price, Delivery Date or other Contract terms as are a direct consequence of the sanctions, prohibitions or restrictions. If the Parties fail to agree on the adjustments, the Builder shall - unless the Buyer at its sole discretion decides to waive compliance with the sanctions, prohibitions or restrictions - proceed with the necessary shifts, modifications and/or changes and the matter shall be decided in accordance with Clause 42 (Dispute Resolution).

If the sanctions, prohibitions or restrictions were introduced before the date of Contract, the Builder shall not be entitled to any adjustments to the Contract Price or the Delivery Date.

The Builder shall immediately notify the Buyer of any and all violations of this clause on becoming aware of any violation of this clause.



**ANNEX A(i)**  
**REFUND GUARANTEE**

To: Cadeler A/S, Fairway House, Kalvebod Brygge 43, DK-1560 Copenhagen V, Denmark

**1.** In this Guarantee, the following terms have the following meanings:

‘Award Interest’ means any interest which may be awarded against the Builder in connection with the final determination of any dispute notified to us in accordance with paragraph 6 below.

‘Contract’ means the contract dated [here insert date] made between the Builder and you for the construction of the Vessel, as the same is amended at any time.

‘Contractual Interest’ means the sum payable on an Instalment at the Interest Rate in accordance with the terms of the Contract.

‘Demand’ means a written demand for payment under this Guarantee.

‘Instalment’ means the amount of the [x]th Instalment in respect of the contract price under the Contract (to the extent that it has not been refunded).

‘Interest Rate’ means the rate of interest prescribed by the Contract as applicable to any part of an Instalment which the Builder is obliged to repay under the terms of the Contract calculated from the date on which the Builder received the Instalment to the date of your receipt of the repayment.

‘Maximum Liability’ means our maximum liability under this Guarantee, which shall be [here insert amount] plus Contractual Interest plus any Award Interest.

‘Builder’ means COSCO SHIPPING SHIPYARD (NANTONG) CO., LTD, No.1 Zhongyuan Road, Nantong, Jiangsu, China.

‘Vessel’ means one (1) wind turbine installation vessel (hull no. N1149)

2. In consideration of you entering into the Contract, agreeing to pay an Instalment or Instalments to the Builder, and agreeing to accept this Guarantee pursuant to the Contract, at the request of the Builder we, [insert name], irrevocably and unconditionally guarantee (but as primary obligor and not by way of secondary liability only) that

(i) if the Builder becomes liable under the Contract to repay any part of any Instalment, or

(ii) if the Vessel has not been delivered to, and accepted by, you by the date that is 45 days prior to the expiry date of this Guarantee and the expiry date of this Guarantee has not been extended in accordance with Clause 14(c) of the Contract),

we shall, upon receipt by us from you of a Demand (together with a copy of a demand made by you against the Builder for repayment or extension of the expiry date, under the Contract, as applicable), pay to you or to your order upon the expiry of thirty (30) days from receipt of such Demand the sum demanded by you by way of the repayment of any Instalment together with Contractual Interest and Award Interest (if any) provided that our total liability shall not exceed the Maximum Liability.

This Guarantee shall become effective in the amount corresponding to the amount of the [x]th Instalment paid to the Builder under the Contract together with Contractual Interest as and when such Instalment has been received by the Builder in its account [\*].

3. Your Demand needs only state that the Builder has become liable under the Contract to repay the Instalment (in full or in part) and the Builder has failed to repay the same, or that the Vessel has not been delivered to, and accepted by, you by the date that is 45 days prior to the expiry date of this Guarantee and the expiry date of this Guarantee has not been extended in accordance with Clause 14(c) of the Contract). No other evidence, save as set forth in paragraph 6 below, shall be required and we shall not be entitled to withhold payment of such Demand regardless of any dispute between you and the Builder in relation to such Demand or otherwise, except as set out in paragraph 6 below.
4. This Guarantee shall not be affected by any indulgence or delay allowed to the Builder nor by any amendment to, or variation of, the Contract whether as to time or otherwise



that may be agreed between you and the Builder nor by any circumstances that would otherwise discharge our liability as guarantor.

5. Subject to paragraph 6 below, this Guarantee shall remain in force until the first to occur of (a) due delivery of the Vessel to, and acceptance of the Vessel by, you, evidenced by presentation to the bank of a photocopy of the protocol of delivery and acceptance of the vessel signed by the Builder and you; or (b) the payment to you by the Builder or by us of all sums secured by this Guarantee; or (c) [insert date falling 30 days after the Contractual Date of Delivery]. However, notwithstanding the foregoing, if within twenty-eight (28) days after our receipt of a Demand we receive a written notice from you or the Builder stating that your claim for the repayment of any sums referred to in the Demand has been disputed and that such dispute will be resolved in accordance with the Contract, the period of validity of this Guarantee shall be extended until thirty (30) days after the dispute has been finally determined in accordance with paragraph 6 below.
6. Notwithstanding the other terms of this Guarantee, if within twenty-eight (28) days after our receipt of a Demand we receive a written notice from you or from the Builder stating that your claim for repayment of any sums referred to in the Demand has been disputed and that such dispute will be resolved in accordance with the Contract (including, as may be, by the Classification Society/Regulatory Authorities, an Expert or in arbitration or in court), then we shall not be obliged to make any payment to you under this Guarantee until thirty (30) days after the date the dispute has been finally determined or in the event of an appeal from a decision by the Classification Society/Regulatory Authorities, an Expert determination or an arbitration award, until thirty (30) days after delivery of the final unappealable judgment; or in the event that the court remits the matter to the Classification Society/Regulatory Authorities, the Expert or the arbitrator, until thirty (30) days after the delivery of the revised final decision, determination or award (as applicable).
7. All payments to be made under this Guarantee shall be made without any set off or counterclaim and without deduction or withholding for or on account of any taxes, duties or charges whatsoever unless we are compelled by law to deduct or withhold the same in which case we shall make the minimum deduction or withholding permitted

and will pay such additional amounts as may be necessary in order that the amount received by you after such deductions or withholdings shall be equal to the amount which would have been received had no such deduction or withholding been made.

8. All payments to be made under this Guarantee shall be made in Euros.
9. Notwithstanding any provision in the Contract, this Guarantee may be assigned by you to (i) any subsidiary to which the Contract is assigned, transferred or novated, or (ii) to your financiers for the purpose of securing your financing. Otherwise, this Guarantee shall be assignable by you and by any assignee only with our prior written consent, which shall not be unreasonably withheld. Upon assignment, an assignment notice signed by you and the assignee, or the assignee and subsequent assignees (as the case may be), stating the name and identity of the assignee or the subsequent assignee (as the case may be), shall be presented to us and all references in this Guarantee to “you” shall be read as references to the assignee or subsequent assignees.
10. This Guarantee is governed by the laws of England and Wales and any disputes hereunder shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to this Guarantee. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.
11. Any notice, claim or Demand to be given or made by you under this Guarantee shall be in writing signed by one of your officers and may be served on us either by post or by authenticated SWIFT or equivalent, and if sent by post to [here insert address] (or such other address as we may notify to you in writing) or if by SWIFT or equivalent at [here insert number] via your bank and shall be effective only upon actual receipt.
12. To the extent that we may be or may hereafter become entitled, in any jurisdiction, to claim for ourselves or our property, assets or revenue immunity (whether by reason of sovereignty or otherwise) in respect of our obligations under this Guarantee from service of process, suit, jurisdiction, judgment, order, award, attachment (before or after judgment or award), set off, execution of a judgment of other legal process and to

the extent that in any such jurisdiction there may be attributed to us or any of our property, assets or revenue such an immunity (whether or not claimed) we hereby irrevocably agree not to claim and hereby irrevocably waive such immunity to the fullest extent permitted by the laws of such jurisdiction.

**13.** We hereby warrant that we are permitted by any relevant law to which we are subject (including, where relevant, the laws of the place or places of each of our incorporation, establishment, regulation, registration and residence) to:

13.1 issue a guarantee in this form,

13.2 make payment under this Guarantee in a currency other than that of the place of (where relevant) each of our incorporation, establishment, regulation, registration and residence in case of a Demand for payment under this Guarantee, and

13.3 designate the place stated in paragraph 10 above as the forum and the place of jurisdiction to which we irrevocably submit.

**14.** We hereby warrant that this Guarantee has been, or will be, duly registered with the relevant State authority in any legal jurisdiction in which such registration is required for any reason.

**15.** We hereby warrant that we have obtained all necessary approvals and authorisations to issue this Guarantee.

**16.** We disclaim liability for any delay, non-return of documents, non-payment or other action or inaction due to sanctions imposed by the People's Republic of China, the United Nations, the European Union, the United States, the United Kingdom, or any other relevant international body or jurisdiction.

Dated the            day of            2

\_\_\_\_\_ (signature)

Authorized signatory for and on behalf of [here insert name of Guarantor]

ANNEX A(ii)

INSTALMENT GUARANTEE

To: [here insert fullstyle name and address of the Builder]

1. In this Guarantee, the following terms have the following meanings:

'Award Interest' means any interest which may be awarded against the Buyer in connection with the final determination of any dispute notified to us in accordance with paragraph 5 below.

'Contract' means the contract dated [here insert date] made between the Buyer and you for the construction of the Vessel, as the same is amended at any time.

'Contractual Interest' means the sum payable on an Instalment at the Interest Rate in accordance with the terms of the Contract.

'Demand' means a written demand for payment under this Guarantee.

'Instalment' means the amount of each of the instalment payments in respect of the contract price under the Contract stated in Box 11 of the Contract (to the extent that it has not been paid) which is made on, before or after the date of this Guarantee to you by the Buyer.

'Interest Rate' means the rate of interest prescribed by the Contract as applicable to any part of an Instalment which the Buyer is obliged to pay under the terms of the Contract calculated from such date as is prescribed by the Contract to the date of your receipt of the payment.

'Maximum Liability' means our maximum liability under this Guarantee, including Contractual Interest, which shall be US\$ [\*] plus any Award Interest. For the avoidance of doubt, our maximum liability shall not in any event exceed 50% of the contract price under the Contract stated in Box 11 of the Contract plus 50% of any Award Interest.

'Buyer' means [here insert fullstyle name and address of Cadeler entity which enters into the newbuild contract(s)]

'Vessel' means one (1) wind turbine installation vessel (hull no. N1149).

2. In consideration of you entering into the Contract, agreeing to construct the Vessel in accordance with the terms of the Contract, and agreeing to accept this Guarantee pursuant to the Contract, at the request of the Buyer we irrevocably and unconditionally guarantee (but as primary obligor and not by way of secondary liability only) that in the event that the Buyer fails punctually to pay to you any Instalment we shall, upon receipt by us from you of a Demand for the same (together with a copy of a demand made by you against the Buyer for payment), pay to you or to your order upon the expiry of thirty (30) days from receipt of such Demand the sum demanded by you by way of the payment of any Instalment together with any Contractual Interest and/or Award Interest (if any), provided that our total liability shall not in any event exceed the Maximum Liability.

This Guarantee shall become effective when the Refund Guarantee (as defined in the Contract) for the 1st Instalment has been issued by the Builder's bank in accordance with Clause 14(b) (Builder's Refund Guarantee) of the Contract.

3. This Guarantee shall not be affected by any indulgence or delay allowed to the Buyer nor by any amendment to, or variation of, the Contract whether as to time or otherwise that may be agreed between you and the Buyer nor by any circumstances that would otherwise discharge our liability as guarantor.
4. Subject to paragraph 5 below, this Guarantee shall remain in force until the first to occur of (a) due delivery of the Vessel to, and acceptance of the Vessel by, the Buyer, (b) the payment to you by the Buyer or by us of all sums secured by this Guarantee, and (c) the Buyer's valid and lawful cancellation and/or rescission of the Contract pursuant to the terms of the Contract. However, notwithstanding the foregoing, if any dispute arises out of the termination of the contract and such dispute will be resolved in accordance with the Contract, the period of validity of this Guarantee shall be extended until thirty (30) days after the dispute has been finally determined in accordance with paragraph 5 below.
5. Notwithstanding the other terms of this Guarantee, if any dispute arises out of the

termination of the contract and such dispute will be resolved in accordance with the Contract (including, as may be, by the Classification Society/Regulatory Authorities, an Expert or in arbitration or in Court), then we shall not be obliged to make any payment to you under this Guarantee until thirty (30) days after the dispute has been finally determined or in the event of an appeal from an arbitration award, until thirty (30) days after delivery of the final unappealable judgment; or in the event that the court remits the matter to the arbitrator, until thirty (30) days after the publication of the revised final award or in the event of an appeal from the award, until thirty (30) days after delivery of the final unappealable judgment.

6. All payments to be made under this Guarantee shall be made without any set off or counterclaim and without deduction or withholding for or on account of any taxes, duties or charges whatsoever unless we are compelled by law to deduct or withhold the same in which case we shall make the minimum deduction or withholding permitted and will pay such additional amounts as may be necessary in order that the amount received by you after such deductions or withholdings shall be equal to the amount which would have been received had no such deduction or withholding been made.
7. All payments to be made under this Guarantee shall be made in Euros and United States Dollars.
8. Notwithstanding any provision in the Contract, this Guarantee shall be freely assignable by you and by any assignee. Upon assignment, all references in this Guarantee to "you" shall be read as references to the assignee or subsequent assignees.
9. This Guarantee is governed by the laws of England and Wales and any disputes hereunder shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to this Guarantee. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.
10. Any notice, claim or Demand to be given or made by you under this Guarantee shall be in writing signed by one of your officers and may be served on us either by registered

mail or express courier service, or, and if sent by registered mail or express courier service to Mapletree Business City, #18-01, 10 Pasir Panjang Road, Singapore 117438 (attention: General Counsel and Head of Corporate Secretarial) (or such other address as we may notify to you in writing) or and shall be effective only upon actual receipt.

11. To the extent that we may be or may hereafter become entitled, in any jurisdiction, to claim for ourselves or our property, assets or revenue immunity (whether by reason of sovereignty or otherwise) in respect of our obligations under this Guarantee from service of process, suit, jurisdiction, judgment, order, award, attachment (before or after judgment or award), set off, execution of a judgment or other legal process and to the extent that in any such jurisdiction there may be attributed to us or any of our property, assets or revenue such an immunity (whether or not claimed) we hereby irrevocably agree not to claim and hereby irrevocably waive such immunity to the fullest extent permitted by the laws of such jurisdiction.
12. We hereby warrant that we are permitted by any relevant law to which we are subject (including, where relevant, the laws of the place or places of each of our incorporation, establishment, regulation, registration and residence) to:
  - 13.1 issue a guarantee in this form,
  - 13.2 make payment under this Guarantee in a currency other than that of the place of (where relevant) each of our incorporation, establishment, regulation, registration and residence in case of a Demand for payment under this Guarantee, and
  - 13.3 designate the place stated in paragraph 9 above as the forum and the place of jurisdiction to which we irrevocably submit.
13. We hereby warrant that this Guarantee has been, or will be, duly registered with the relevant State authority in any legal jurisdiction in which such registration is required for any reason.
14. We hereby warrant that we have obtained all necessary approvals and authorisations to issue this Guarantee.

We disclaim liability for any delay, non-return of documents, non-payment or other



action or inaction due to sanctions imposed by the People's Republic of China, the United Nations, the European Union, the United States, the United Kingdom, or any other relevant international body or jurisdiction.

Dated the        day of        2024

\_\_\_\_\_ (signature)

Authorized signatory for and on behalf of BW Group Limited

ANNEX A(iii)

**IRREVOCABLE LETTER OF GUARANTEE FOR  
BUILDER'S OBLIGATIONS UNDER CLAUSE 35  
(WARRANTY GUARANTEE)**

To: [here insert name and address of the Buyer]

1. In this Guarantee, the following terms have the following meanings:

'Award Interest' means any interest which may be awarded against the Builder in connection with the final determination of any dispute notified to us in accordance with paragraph 6 below.

'Contract' means the contract dated [here insert date] made between the Builder and you for the construction of the Vessel, as the same may be amended at any time.

'Demand' means a written demand for payment under this Guarantee.

'Maximum Liability' means our maximum liability under this Guarantee, including Award Interest which shall be [here insert amount which must be equal to 5% of the Contract Price].

'Builder' means COSCO SHIPPING SHIPYARD (NANTONG) CO., LTD, No.1 Zhongyuan Road, Nantong, Jiangsu, China.

'Vessel' means one (1) wind turbine installation vessel (hull no. N1149).

2. In consideration of you entering into the Contract, agreeing to take delivery of the Vessel, and agreeing to accept this Guarantee pursuant to the Contract, at the request of the Builder we irrevocably and unconditionally guarantee (but as primary obligor and not by way of secondary liability only) that if the Builder becomes liable to pay any sum to you in accordance with the terms of Clause 35 of the Contract in respect of Defects, as defined in the Contract, we shall, upon receipt by us from you of a Demand

for the same (together with a copy of a demand made by you against the Builder for payment), pay to you or to your order upon the expiry of thirty (30) days from receipt of such Demand the sum demanded by you and Award Interest (if any) provided that our total liability shall not exceed the maximum Liability.

3. Your Demand needs only state that the Builder has become liable under the Contract to pay the relevant sum to you in accordance with the terms of Clause 35 of the Contract in respect of Defects and the Builder has failed to pay the same. No other evidence, save as set forth in paragraph 6 below, shall be required and we shall not be entitled to withhold payment of such Demand regardless of any dispute between you and the Builder in relation to such Demand or otherwise, except as set out in paragraph 6 below.
4. This Guarantee shall not be affected by any indulgence or delay allowed to the Builder nor by any amendment to, or variation of, the Contract whether as to time or otherwise that may be agreed between you and the Builder nor by any circumstances that would otherwise discharge our liability as guarantor.
5. Subject to paragraph 6 below, this Guarantee shall remain in force until the first to occur of (a) the payment to you by the Builder or by us of all sums secured by this Guarantee; or (c) [insert date falling 18 months from the actual delivery of the Vessel under the Contract] .
6. Notwithstanding the other terms of this Guarantee, if within twenty-eight (28) days after our receipt of a Demand we receive written notice from you or from the Builder stating that your claim for payment of the sums referred to in the Demand has been disputed and that such dispute will be resolved in accordance with the Contract (including, as may be, by the Classification Society/Regulatory Authorities, an Expert, or in arbitration), then we shall not be obliged to make any payment to you under this Guarantee until thirty (30) days after the dispute has been finally determined or in the event of an appeal from a decision by the Classification Society/Regulatory Authorities, an Expert determination or an arbitration award, until thirty (30) days after delivery of the final unappealable judgment; or in the event that the court remits the matter to the Classification Society/Regulatory Authorities, the Expert or the arbitrator, until thirty (30) days after the publication of the revised final decision, determination or award (as

applicable).

7. All payments to be made under this our Guarantee shall be made without any set off or counterclaim and without deduction or withholding for or on account of any taxes, duties or charges whatsoever unless we are compelled by law to deduct or withhold the same in which case we shall make the minimum deduction or withholding permitted and will pay such additional amounts as may be necessary in order that the amount received by you after such deductions or withholdings shall be equal to the amount which would have been received had no such deduction or withholding been made.
8. All payments to be made under this Guarantee shall be made in Euros and United States Dollars.
9. Notwithstanding any provision in the Contract, this Guarantee shall be freely assignable by you and by any assignee. Upon assignment, all references in this Guarantee to “you” shall be read as references to the assignee or subsequent assignees.
10. This Guarantee is governed by the laws of England and Wales and any disputes hereunder shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to this Guarantee. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.
11. Any notice, claim or Demand to be given or made by you under this Guarantee shall be in writing signed by one of your officers and may be served on us either by post or by authorised SWIFT or equivalent, and if sent by post to [here insert address] (or such other address as we may notify to you in writing) and if by SWIFT or equivalent at [here insert under] via your bank and shall be effective only upon actual receipt.
12. To the extent that we may be or may hereafter become entitled, in any jurisdiction, to claim for ourselves or our property, assets or revenue immunity (whether by reason of sovereignty or otherwise) in respect of our obligations under this Guarantee from service of process, suit, jurisdiction, judgment, order, award, attachment (before or after judgment or award), execution of a judgment of other legal process and to the

extent that in any such jurisdiction there may be attributed to us or any of our property, assets or revenue such an immunity (whether or not claimed) we hereby irrevocably agree not to claim and hereby irrevocably waive such immunity to the fullest extent permitted by the laws of such jurisdiction.

**13.** We hereby warrant that we are permitted by any relevant law to which we are subject (including, where relevant, the laws of the place or places of each of our incorporation, establishment, regulation, registration and residence) to:

13.1 issue a guarantee in this form,

13.2 make payment under this Guarantee in a currency other than that of the place of (where relevant) each of our incorporation, establishment, regulation, registration and residence in case of a Demand for payment under this Guarantee, and

13.3 designate the place stated in paragraph 10 above as the forum and the place of jurisdiction to which we irrevocably submit.

**14.** We hereby warrant that this Guarantee has been, or will be, duly registered with the relevant State authority in any legal jurisdiction in which such registration is required for any reason.

**15.** We hereby warrant that we have obtained all necessary approvals and authorisations to issue this Guarantee.

Dated the        day of        20

\_\_\_\_\_ (signature)

for and on behalf of [here insert name of Guarantor]

ANNEX A(iv)

**IRREVOCABLE LETTER OF GUARANTEE FOR  
BUILDER'S OBLIGATIONS UNDER CLAUSE 27**

To: [here insert name and address of the Buyer]

1. In this Guarantee, the following terms have the following meanings:

'Award Interest' means any interest which may be awarded against the Builder in connection with the final determination of any dispute notified to us in accordance with paragraph 6 below.

'Contract' means the contract dated [here insert date] made between the Builder and you for the construction of the Vessel, as the same may be amended at any time.

'Contract Price' means the amount stated in **Box 9** of the Contract, as may be adjusted in accordance with the terms of the Contract.

'Demand' means a written demand for payment under this Guarantee.

'Maximum Liability' means our maximum liability under this Guarantee, which shall be the actual costs and expenses (including Award Interest) incurred by you to repair the Delivery Defects described in and according to Clause 27(d)(iv)(1) and (2) of the Contract, and which shall not exceed [here insert amount] which is five percent (5%) of the Contract Price.

'Builder' means COSCO SHIPPING SHIPYARD (NANTONG) CO., LTD, No.1 Zhongyuan Road, Nantong, Jiangsu, China.

'Vessel' means one (1) wind turbine installation vessel (hull no. N1149).

2. In consideration of you entering into the Contract, agreeing to take delivery of the

Vessel, and agreeing to accept this Guarantee pursuant to the Contract, at the request of the Builder we irrevocably and unconditionally guarantee (but as primary obligor and not by way of secondary liability only) that if the Builder becomes liable to pay any sum to you in accordance with the terms of Clause 27(d)(iv) of the Contract in respect of Delivery Defects, as defined in the Contract, we shall, upon receipt by us from you of a Demand for the same (together with a copy of a demand made by you against the Builder for payment), pay to you or to your order upon the expiry of thirty (30) days from receipt of such Demand the sum demanded by you and Award Interest (if any) provided that our total liability shall not exceed the Maximum Liability.

3. Your Demand needs only state that the Builder has become liable under the Contract to pay the relevant sum to you in accordance with the terms of Clause 27(d)(iv) of the Contract in respect of Delivery Defects and the Builder has failed to pay the same. No other evidence, save as set forth in paragraph 6 below, shall be required and we shall not be entitled to withhold payment of such Demand regardless of any dispute between you and the Builder in relation to such Demand or otherwise, except as set out in paragraph 6 below
4. This Guarantee shall not be affected by any indulgence or delay allowed to the Builder nor by any amendment to, or variation of, the Contract whether as to time or otherwise that may be agreed between you and the Builder nor by any circumstances that would otherwise discharge our liability as guarantor.
5. Subject to paragraph 6 below, this Guarantee shall remain in force until the first to occur of (a) the repair of all the Delivery Defects and (b) the payment to you by the Builder or by us of all sums secured by this Guarantee, or (c) [insert date falling 12 months from the actual delivery of the Vessel under the Contract].
6. Notwithstanding the other terms of this Guarantee, if within thirty (30) days after our receipt of a Demand we receive written notice from you or from the Builder stating that your claim for payment of the sums referred to in the Demand has been disputed and that such dispute will be resolved in accordance with the Contract (including, as may be, by the Classification Society/Regulatory Authorities, an Expert, or in arbitration), then we shall not be obliged to make any payment to you under this



Guarantee until thirty (30) days after the dispute has been finally determined or in the event of an appeal from a decision by the Classification Society/Regulatory Authorities, an Expert determination or an arbitration award, until thirty (30) days after delivery of the final unappealable judgment; or in the event that the court remits the matter to the Classification Society/Regulatory Authorities, the Expert or the arbitrator, until thirty (30) days after the publication of the revised final decision, determination or award (as applicable) or in the event of an appeal from the decision, determination or award (as applicable), until thirty (30) days after delivery of the final unappealable judgment.

7. All payments to be made under this Guarantee shall be made without any set off or counterclaim and without deduction or withholding for or on account of any taxes, duties or charges whatsoever unless we are compelled by law to deduct or withhold the same in which case we shall make the minimum deduction or withholding permitted and will pay such additional amounts as may be necessary in order that the amount received by you after such deductions or withholdings shall be equal to the amount which would have been received had no such deduction or withholding been made.
8. All payments to be made under this Guarantee shall be made in Euros and United States Dollars.
9. Notwithstanding any provision in the Contract, this Guarantee shall be freely assignable by you and by any assignee.
10. This Guarantee is governed by the laws of England and Wales and any disputes hereunder shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to this Guarantee. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.
11. Any notice, claim or Demand to be given or made by you under this Guarantee shall be in writing signed by one of your officers and may be served on us either by post or by authorised SWIFT or equivalent, and if sent by post to [here insert address] (or such other address as we may notify to you in writing) and if by SWIFT or equivalent at

[here insert under] via your bank and shall be effective only upon actual receipt.

12. To the extent that we may be or may hereafter become entitled, in any jurisdiction, to claim for ourselves or our property, assets or revenue immunity (whether by reason of sovereignty or otherwise) in respect of our obligations under this Guarantee form service of process, suit, jurisdiction, judgment, order, award, attachment (before or after judgment or award), execution of a judgment of other legal process and to the extent that in any such jurisdiction there may be attributed to us or any of our property, assets or revenue such an immunity (whether or not claimed) we hereby irrevocably agree not to claim and hereby irrevocably waive such immunity to the fullest extent permitted by the laws of such jurisdiction.
13. We hereby warrant that we are permitted by any relevant law to which we are subject (including, where relevant, the laws of the place or places of each of our incorporation, establishment, regulation, registration and residence) to:
  - 13.1 issue a guarantee in this form,
  - 13.2 make payment under this Guarantee in a currency other than that of the place of (where relevant) each of our incorporation, establishment, regulation, registration and residence in case of a Demand for payment under this Guarantee, and
  - 13.3 designate the place stated in paragraph 10 above as the forum and the place of jurisdiction to which we irrevocably submit.
14. We hereby warrant that this Guarantee has been, or will be, duly registered with the relevant State authority in any legal jurisdiction in which such registration is required for any reason.
15. We hereby warrant that we have obtained all necessary approvals and authorisations to issue this Guarantee.

Dated the            day of            20

\_\_\_\_\_ (signature)

for and on behalf of [here insert name of Guarantor]

## **ANNEX “B” – SPECIFICATION**

Cadeler NG-20000X-CA Building Specification

Doc. No. : CDLR-P45-SPEC-01

Rev. No. : 05

Date: 08.06.2021

With reference to Clause 2(c) in the Contract, the Specification includes an addendum (see Addendum no. 03 to the Specification, Rev. 00, dated 24.03.2024) regarding modifications, changes, adjustments, selections, and clarifications agreed for the Builder’s hull no. N1063, N1064, N1130 and N1131.

**ANNEX “C” – MAKER’S LIST**

Cadeler NG-20000X-CA Building Specification Appendix 8 Makers List

Doc. No. : CDLR-P45-SPEC-01, Appendix 8

Rev. No. : 04

Date: 21.04.2022

## ANNEX “D” – BUYER’S CORPORATE SOCIAL RESPONSIBILITY (CSR) REQUIREMENTS

### Corporate Social Responsibility (CSR) Requirements

#### Purpose

Cadeler is strongly committed to operating ethically, prudently, responsibly and safely. This document sets our standards on environmental, health & safety, human rights & labour policies, and general business ethics.

We actively seek to select and work with suppliers who not only comply with laws and regulations, but go beyond by setting standards that are expected of an industry leader. We also have a strong preference to work with suppliers who share our commitment to honesty and integrity and who seek to integrate principles of sustainable development into all areas of their business.

#### Mandatory Rules / Compliance

##### ***Legal and Regulatory Compliance***

COSCO (also referred to as ‘Suppliers’ or ‘Supplier’) shall ensure their operations and the products and services supplied to Cadeler comply with Chinese laws and regulations.

##### ***Forced Labour***

Suppliers must not use forced, coerced, bonded or indentured, or involuntary prison labour in any form. All work shall be voluntary. Employees should be free to leave employment upon giving reasonable notice. Suppliers should not require employees to hand-over government-issued identification, passports or work permits as a condition of employment.

##### ***Child Labour***

Suppliers must not:

- employ any person under the local legal minimum employment age, or
- employ any person in a manner which conflicts with completion of their compulsory schooling, and
- in any case employ any person below the age of 16 years on a full time basis (unless part of a recognised profession apprenticeship programme).

Additionally, all young employees (persons under 18) must be protected from performing any work that is likely to be hazardous, or likely to interfere with the child’s education, or that may be harmful to the child’s health or their physical, mental, or social development. This explicitly includes the requirements of Minimum Age Convention, 1973 (No. 138) and Worst Forms of Child Labour Convention, 1999 (No. 182) which have been ratified by China.

**Compensation and Working Hours** All employees must have contracts that comply with Chinese labour laws. Suppliers must provide each employee at least the legal minimum wage (where applicable). Wages should be paid regularly and on time. Payment should not be made from employees' pay for disciplinary reasons or to compensate the employer for providing safer work conditions. Working time periods must not exceed the legal limit, and it should be noted, where relevant, to reflect any exceptional hazards or risks of the work being done. Employees should be properly compensated for overtime according to Chinese law and within legal working hour limits.

Employees should be granted annual leave and sick leave (in accordance with Chinese law) without any repercussions and should be able to take their stipulated maternity or paternity leave (if applicable under national laws).

**Employee Rights**

Employees should be treated with dignity and respect. This should be achieved by providing a workplace in which no employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse, nor is there to be the threat of such treatment.

**Environment**

Performance in the supply chain shall comply with, and preferably exceed, applicable legal environmental requirements.

Suppliers should have in place an effective system for managing environmental issues (i.e. ISO 14001) including measuring and reporting on their environmental impacts and reducing impact of their operations upon the environment, where possible.

Chemical and other materials posing a hazard if released to the environment are to be avoided, if possible. If not possible, they are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated, as required under local regulation, prior to discharge or disposal.

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterised, monitored, controlled and treated, as required under local regulation, prior to discharge.

Suppliers should aim to reduce or eliminate all types of waste, including water and energy, where possible.

**Health and Safety**

Suppliers must have in place, or agree to adopt in a reasonable timeframe, health and safety policies and quality management systems (i.e. ISO 45001 & ISO 9001) designed to reduce work-related injury and illness, and promote the general health of employees. Suppliers must ensure information regarding health and safety systems and standards are made readily

available to employees in the appropriate language/s.

Suppliers should ensure that employees are aware, through newsletters, training or other effective and frequent means of communication, of the suppliers' obligations with regard to site safety and their own obligations of ensuring the safety of themselves and other employees.

Suppliers should provide for employees as a minimum, reasonable access to potable water and sanitary facilities, fire safety, emergency preparedness and response, industrial hygiene, adequate lighting and ventilation, occupational injury and illness prevention and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

Suppliers should have in place a policy, which should be in accordance with all national laws and regulations, regarding alcohol and other drug abuse prevention, and testing for such, and should communicate this appropriately to employees.

***Bribery and corruption***

Suppliers must be committed to the highest standards of morals and ethical conduct in their business. All forms of corruption, extortion, fraud and bribery must be prohibited, including those for the Supplier's own benefit or the benefit of their relations, friends and associates. Suppliers and their subcontractors shall comply with Chinese anti-corruption laws.

Suppliers will have policies, codes of conduct and procedures (including training) in place to avoid all forms of bribery, corruption and fraud and ensure they are enforced.

Suppliers should disclose any situation that may appear as a potential material conflict of interest. They are also expected to disclose if any of the officials or consultants working with Cadeler has material interest of any kind in the supplier's business or any kind of economic ties with the supplier.

***Subcontractors and other Service Providers***

COSCO should work with their own service providers and subcontractors to ensure that they also strive to meet the standards of the COSCO code of conduct and the principles outlined in this document.

***Communication, Documentation and Inspection***

Suppliers are responsible for communicating the requirements in this document to their employees and subcontractors, on an as necessary basis.



## **Overview of Requirements**

Our Corporate Social Responsibility Requirements describe our minimum standards for:

- Legal and regulatory compliance
- Not employing under-age workers
- Not using forced labour
- Adherence to local labour laws
- Health and Safety in the Workplace
- Protection for the environment
- Anti-corruption

## AMENDMENT LETTER

## PRIVATE &amp; CONFIDENTIAL

From: The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch as facility agent under the Facility Agreement (defined below) (the **Facility Agent**)

To: Cadeler A/S (the **Borrower**)

And to: The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch as mandated lead arranger under the Facility Agreement (defined below) (the **Mandated Lead Arranger**)

26 August 2024

Dear Sirs

**Cadeler A/S - Amendment Letter in respect of the originally €50,000,000 facility agreement**

We refer to the originally €50,000,000 loan facility agreement dated 15 November 2023 made between, among others, the Borrower and The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch as Facility Agent and Green Loan Co-ordinator (the **Facility Agreement**). Terms defined (or incorporated by reference) in the Facility Agreement, unless otherwise defined in this letter or the context requires otherwise, have the same meaning when used in this letter.

**1 Interpretation**

Clauses 1.2 (*Construction*) and 1.4 (*Third party rights*) of the Facility Agreement will apply as if incorporated in this letter and as if all references in such clauses to “this Agreement” were a reference to this letter. In addition:

**Effective Date** means the date on which the Facility Agent has received:

- (a) a fully executed copy of this letter duly executed by each party hereto; and
- (b) a fully executed copy of the SCB Upfront Fee Letter, duly executed by each party thereto; and

**SCB Upfront Fee Letter** means the fee letter dated on or about the date hereof and entered into by and between the Borrower and Standard Chartered Bank (Singapore) Limited.

**2 Amendments to the Facility Agreement**

2.1 The Facility Agent (acting on the instructions of all the Lenders) hereby agrees that, with effect from the Effective Date, clause 2.2 (*Increase*) of the Facility Agreement shall be deleted in its entirety and replaced with the following:

- “(a) Subject to the terms of this Agreement, the Borrower may, at any time and from time to time, by delivering a written notice substantially in the form set out in Schedule 9 (the **“Increase Confirmation”**) to the Facility Agent, request that the Total Commitments be increased (and the Commitments shall be so increased), in an aggregate amount of up to €75,000,000 (the **“Increase Commitments”**), provided that:

---

- (i) the Increase Commitments will be assumed by one or more Eligible Institutions (each an “**Increase Lender**”) each of which confirms in writing (whether in the relevant Increase Confirmation or otherwise) its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the Increase Commitments which it is to assume, as if it had been an Original Lender in respect of those Commitments;
- (ii) the Borrower and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Borrower and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Original Lender in respect of that part of the Increase Commitments which it is to assume;
- (iii) each Increase Lender shall become a Party as a “**Lender**” and any Increase Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Increase Lender and those Finance Parties would have assumed and/or acquired had the Increase Lender been an Original Lender in respect of that part of the increased Commitments which it is to assume;
- (iv) the Commitments of the other Lenders shall continue in full force and effect;
- (v) any increase in the Commitments shall take effect on the date specified by the Borrower in the notice mentioned above or any later date on which the Facility Agent executes an otherwise duly completed Increase Confirmation delivered to it by the relevant Increase Lender;
- (vi) no Default is continuing or might reasonably be expected to result from any increase in the Commitments; and
- (vii) the aggregate of the Total Commitments (taking into account any increase to the Total Commitments that occurred prior to the date of this letter in accordance with this Clause 2.2) shall not exceed €125,000,000.”

### **3 Consents and instructions**

- 3.1 By executing this letter, the Facility Agent confirms that it is acting on the instructions of all the Lenders in accordance with clause 37.2 (*All Lender matters*) of the Facility Agreement.
- 3.2 By executing this letter, the Mandated Lead Arranger acknowledges the fee payable by the Borrower under the terms of the SCB Upfront Fee Letter and further acknowledges and agrees that notwithstanding paragraph 3(b) of the Fee Letter dated 15 November 2023 and entered into between the Mandated Lead Arranger and the Borrower (the **HSBC Upfront Fee Letter**), no Additional Arrangement Fee (as such term is defined in the HSBC Upfront Fee Letter) is payable to the Mandated Lead Arranger in relation to the Increase Commitments assumed by Standard Chartered Bank (Singapore) Limited.

### **4 Confirmations**

Each of the parties hereto hereby acknowledges, agrees and confirms that with effect from the Effective Date, all references to the Facility Agreement in any of the Finance Documents to which it is a party shall henceforth be references to the Facility Agreement as amended by this letter and as from time to time hereafter amended.

### **5 Representations**

The Borrower makes the Repeating Representations on the Effective Date by reference to the facts and circumstances then existing.

**6 General**

- 6.1 The provisions of the Facility Agreement and the other Finance Documents will, except as expressly amended by this letter, continue in full force and effect.
- 6.2 Nothing in this letter shall constitute a waiver, or prejudice, diminish or otherwise adversely affect, any of the present or future rights, remedies, powers or discretions of the Finance Parties arising in respect of or pursuant to the Finance Documents, nor shall any single or partial exercise of any right, remedy, power or discretion prevent any further or other exercise or the exercise of any other right, remedy, power or discretion.

**7 Governing law**

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

**8 Dispute resolution**

Clause 44 (*Enforcement*) of the Facility Agreement shall apply as if set out in full in this letter, and as if references in that clause to “the Finance Documents” or “any Finance Document” were references to “this letter”.

**9 Miscellaneous**

- 9.1 Clauses 33 (*Notices*), 35 (*Partial invalidity*), 36 (*Remedies and waivers*) and 37 (*Amendments and waivers*) of the Facility Agreement shall apply as if set out in full in this letter, and as if any references in those clauses to “the Finance Documents” or “any Finance Document” were references to “this letter”.
- 9.2 This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
- 9.3 The Facility Agent and the Borrower hereby designate this letter and the SCB Upfront Fee Letter a Finance Document in accordance with the definition of Finance Document in the Facility Agreement.

Please acknowledge your agreement to the terms of this letter by countersigning the duplicate and returning it to us.

/s/ Andrea Stevenson

For and on behalf of  
**THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SINGAPORE BRANCH**  
as Facility Agent

Name: Andrea Stevenson  
Vice President  
Title: Issuer Services

**BORROWER**

We agree to the above terms.

/s/ Peter Brogaard Hansen

For and on behalf of  
**CADELER A/S**  
as Borrower

Name: PETER BROGAARD HANSEN

Title: CFO

**MANDATED LEAD ARRANGER**

We agree to the above terms.

\_\_\_\_\_  
For and on behalf of  
**THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SINGAPORE BRANCH**  
as Mandated Lead Arranger

Name:

Title:

**BORROWER**

We agree to the above terms.

---

For and on behalf of  
**CADELER A/S**  
as Borrower

Name:

Title:

**MANDATED LEAD ARRANGER**

We agree to the above terms.

/s/ LIM Jit Min

For and on behalf of  
**THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SINGAPORE BRANCH**  
as Mandated Lead Arranger

Name: LIM Jit Min  
Managing Director  
Head of Large Local Corporates  
Title: Global Banking  
The Hongkong & Shanghai Banking  
Corporation Limited, Singapore

**Increase Confirmation**

To: **THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SINGAPORE BRANCH**, as Facility Agent

From: **CADELER A/S**, as Borrower

Dated: 26 August **2024**

Dear Sirs

**Cadeler A/S - Facility Agreement originally dated 15 November 2023 (as amended and/or restated from time to time) (the Facility Agreement)**

- 1 We refer to the Facility Agreement. This agreement (the **Agreement**) shall take effect as an Increase Confirmation for the purpose of the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
- 2 We refer to Clause 2.2 (*Increase*) of the Facility Agreement.
- 3 The Increase Lender agrees to assume and will assume all of the obligations corresponding to €45,000,000 (the **Increase Commitment**) as if it was an Original Lender under the Facility Agreement.
- 4 The proposed date on which the increase in relation to the Increase Lender is to take effect (the **Increase Effective Date**) is 26 August 2024 or the date of confirmation of this Agreement by the Facility Agent, whichever is later.
- 5 On the Increase Effective Date, the Increase Lender becomes party to the relevant Finance Documents as a Lender.
- 6 The Increase Lender hereby appoints the Facility Agent to act as its agent under and in connection with the Finance Documents in accordance with Clause 28 (*Roles of Facility Agent, Mandated Lead Arranger and Green Loan Co-ordinator*) of the Agreement.
- 7 The administrative details of the Increase Lender for the purposes of this Agreement are set out below:

Contact Details for Credit Matters

Name	Amy Chow / Chonawut Mick Prasatsak / Clara Gan / Lim Jingyi
Address	8 Marina Boulevard #19-01, Marina Bay Financial Centre Tower 1, Singapore 018981
Telephone number	+65 6981 2227 / +65 6981 3009 / +65 6930 8760 / +65 6981 5090
Fax number	N.A.
Individual email address	Chow.Amy-See-Bing@sc.com / Chonawut.Prasatsak@sc.com / Clara.Gan@sc.com / Jingyi.Lim@sc.com

---



Contact Details for Operational/Administrative Matters

Name	Global Lending Services / Chonawut Mick Prasatsak / Valerie Toh / Clara Gan / Tan Sze Keat
Address	8 Marina Boulevard #27-01, Marina Bay Financial Centre, Singapore 018981
Telephone number	+91 9840366270 / +65 6981 3009 / +65 6596 5828 / +65 6930 8760 / +65 6981 5702
Email address	sg.loaninstructions@sc.com / sg.loansprocessing@sc.com / Chonawut.Prasatsak@sc.com / Valerie.Toh@sc.com / clara.gan@sc.com / szekeat.tan@sc.com

Details of EUR account for receipt of fee payments in respect of our Commitment (as applicable)

Beneficiary	Standard Chartered Bank (Singapore) Limited
SWIFT	SCBLSG22
Correspondent Bank	Standard Chartered Bank AG
SWIFT	SCBLDEFXXXX
Account number	018510407 IBAN DE97512305000018510407
Payment reference	GLS "Cadeler A/S EUR 125m Term Loan"

- 8 The Increase Lender expressly acknowledges the limitations on the Lenders' obligations referred to in Clause 2.2 (*Increase*).
- 9 This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- 10 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

*(Signature pages follow)*

---

/s/ Peter Brogaard Hansen

**Cadeler A/S**, as Borrower

---

/s/ Authorized Representative

**Standard Chartered Bank (Singapore) Limited**, as Increase Lender

---

*(Signature page to Increase Confirmation (SCB))*

This Increase Confirmation is executed by the Facility Agent and the Increase Effective Date is confirmed as of 26 August 2024.

/s/ Jeffery Juri

Jeffery Juri

Client Services Manager

Issuer Services

For and on behalf of

**The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch**, as Facility Agent

---

**Dated** 6 August 2024

---

**CADELER A/S**  
as Borrower

**DNB BANK ASA**  
**COÖPERATIEVE RABOBANK U.A.**  
**CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK**  
**DANSKE BANK A/S**  
**OVERSEA-CHINESE BANKING CORPORATION LIMITED**  
and  
**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**  
as Mandated Lead Arrangers

and

**SOCIETE GENERALE**  
as Arranger

with  
**DNB BANK ASA**  
as Agent

**DNB BANK ASA**  
as Security Agent

**DNB BANK ASA**  
as EIFO Agent

**ATLANTIS MIDCO LIMITED**  
as Atlantis Mid Co

guaranteed by  
**WIND ORCA LIMITED**  
**WIND OSPREY LIMITED**  
**SEAJACKS 5 LIMITED**  
**SEAJACKS INTERNATIONAL LIMITED**  
**SEAJACKS UK LIMITED**  
**SEAJACKS 3 JAPAN LLC**  
**SEAJACKS JAPAN LLC**

---

**SUPPLEMENTAL AGREEMENT**  
relating to a Facilities Agreement  
dated 7 December 2023

---

## Contents

Clause	Page
1 Definitions	2
2 Agreement of the Finance Parties	3
3 Amendments to the Original Facilities Agreement	4
4 Amendments to the Account Charge Agreements	6
5 Representations and warranties	7
6 Conditions	7
7 Relevant Parties' confirmations	7
8 Fees, costs and expenses	8
9 Miscellaneous and notices	9
10 Governing Law	9
11 Enforcement	9
Schedule 1 The Parties	11
Schedule 2 Documents and evidence required as conditions precedent	15

---

**THIS AGREEMENT** is dated 6 August 2024 and made **BETWEEN**:

- (1) **CADELERA A/S** details of which are specified in Part A of Schedule 1 (*The Parties*) as borrower (the **Borrower**);
- (2) **THE ENTITIES** listed in Part B of Schedule 1 (*The Parties*) as guarantors (the **Guarantors**);
- (3) **ATLANTIS MIDCO LIMITED** details of which are specified in Part C of Schedule 1 (*The Parties*) as shareholder of Seajacks International Limited (**Atlantis Mid Co**);
- (4) **DNB BANK ASA, COÖPERATIEVE RABOBANK U.A., CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK, DANSKE BANK A/S, OVERSEA-CHINESE BANKING CORPORATION LIMITED** and **STANDARD CHARTERED BANK (SINGAPORE) LIMITED** as mandated lead arrangers and **SOCIETE GENERALE** as arranger (whether acting individually or together the **Arrangers**);
- (5) **DNB BANK ASA** as bookrunner and co-ordinator (the **Bookrunner**);
- (6) **THE FINANCIAL INSTITUTIONS** listed in Part D of Schedule 1 (*The Parties*) as lenders (the **Lenders**);
- (7) **THE FINANCIAL INSTITUTIONS** listed in Part E of Schedule 1 (*The Parties*) as hedging providers (the **Hedging Providers**);
- (8) **DNB BANK ASA** as agent of the other Finance Parties (other than the Security Agent) (the **Agent**);
- (9) **DNB BANK ASA** as EIFO agent of the Lenders (the **EIFO Agent**); and
- (10) **DNB BANK ASA** as security agent and trustee for the other Finance Parties (the **Security Agent**).

**WHEREAS:**

- (A) This Agreement is supplemental to a facilities agreement dated 7 December 2023 made between (among others) (1) the Borrower, (2) the Guarantors, (3) the Agent, (4) the Security Agent, (5) the EIFO Agent, (6) the Lenders and (7) the Hedging Providers (the **Original Facilities Agreement**), relating to a loan facility of (originally) up to €550,000,000;
- (B) pursuant to an amendment request dated 27 June 2024, executed by the Borrower in its capacity as borrower and as Obligors' Agent on behalf of the Obligors pursuant to clause 2.5 (*Obligors' Agent*) of the Original Facilities Agreement and consented to by the Agent (on behalf of the Lenders and the Ancillary Lender) and the EIFO Agent, the Borrower on behalf of itself and the other Obligors has requested that certain amendments are made to the Original Facilities Agreement as set out in clause 3 (*Amendments to the Original Facilities Agreement*) below; and
- (C) this Agreement sets out the terms and conditions upon which the Finance Parties shall, at the request of the Borrower and the other Obligors, provide their consent to the amendments referred to in clause 3 (*Amendments to the Original Facilities Agreement*) below.

NOW IT IS HEREBY AGREED as follows:

**1 Definitions**

**1.1 Defined expressions**

Words and expressions defined in the Original Facilities Agreement shall, unless the context otherwise requires or unless otherwise defined herein, have the same meanings when used in this Agreement.

**1.2 Definitions**

In this Agreement, unless the context otherwise requires:

**Account Charge Agreements** means:

- (1) the Norwegian law governed account charge agreement dated 20 December 2023 made between Seajacks 5 Limited as chargor and the Security Agent;
- (2) the Norwegian law governed account charge agreement dated 20 December 2023 made between Seajacks 3 Japan LLC as chargor and the Security Agent;
- (3) the Norwegian law governed account charge agreement dated 7 December 2023 made between Wind Orca Limited as chargor and the Security Agent; and
- (4) the Norwegian law governed account charge agreement dated 7 December 2023 made between Wind Osprey Limited as chargor and the Security Agent.

**Danish Mortgage Amendments** means, in respect of each of Ship A and Ship B, an amendment to the Mortgage over such Ship increasing the secured amount by EUR 195,000,000, executed or (as the context may require) to be executed by the relevant Owner and, if required, the Security Agent and **Danish Mortgage Amendment** shall mean either of them.

**Effective Date** means the date, no later than 9 August 2024, on which the Agent has notified the Borrower that it has received the documents and evidence specified in clause 6 (*Conditions*) and in Schedule 2 (*Documents and evidence required as conditions precedent*) in a form and substance satisfactory to it.

**Facilities Agreement** means the Original Facilities Agreement as amended and supplemented by this Agreement.

**Guarantee** means the guarantee and other obligations of the Guarantors under clause 19 (*Guarantee and indemnity*) of the Original Facilities Agreement.

**Japanese Mortgage Amendment** means the amendment to the Mortgage over Ship D executed or (as the context may require) to be executed by the relevant Owner and the Security Agent.

**Mortgage Amendments** means the Danish Mortgage Amendments, the Japanese Mortgage Amendment and the Panama Mortgage Amendment and **Mortgage Amendment** means any of them.

**Panama Mortgage Amendment** means the amendment to the Mortgage over Ship C executed or (as the context may require) to be executed by the relevant Owner and the Security Agent.



**Party** means a party to this Agreement.

**Relevant Documents** means this Agreement, the Mortgage Amendments, the Supplemental Share Security and any other document created and delivered by any Relevant Party to the Agent or, as the case may be, the Security Agent in relation to this Agreement.

**Relevant Party** means the Borrower, each of the Guarantors, Atlantis Mid Co (in each case, in any capacity under any of the Finance Documents) and any other person who may at any time be a party to any of the Relevant Documents (other than the Finance Parties) and **Relevant Parties** means any or all of them.

**Supplemental Share Security** means, in relation to each Original Guarantor, the supplemental deed executed or (as the context may require) to be executed by the Borrower in favour of the Security Agent supplementing and amending the Share Security dated 20 December 2023 in respect of the shares held in such Original Guarantor.

### **1.3 Interpretation of the Facilities Agreement**

References in the Original Facilities Agreement to **this Agreement**, shall, with effect from the Effective Date and unless the context otherwise requires, be references to the Facilities Agreement, and words such as **herein, hereof, hereunder, hereafter, hereby** and **hereto**, where they appear in the Facilities Agreement, shall be construed accordingly.

### **1.4 Headings**

Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement.

### **1.5 Incorporation of other terms and certain references**

Clauses 1.2 (*Construction*), 1.4 (*Third party rights*) and 1.5 (*Finance Documents*) of the Original Facilities Agreement shall be deemed to be incorporated into this Agreement in full, *mutatis mutandis*.

### **1.6 Designation as Finance Document**

The Parties agree that this Agreement is and shall be designated as a Finance Document.

## **2 Agreement of the Finance Parties**

The Finance Parties, relying upon the representations and warranties on the part of the Relevant Parties contained in clause 5 (*Representations and warranties*), agree with the Relevant Parties, subject to the terms and conditions of this Agreement and in particular, but without prejudice to the generality of the foregoing, fulfilment on or before 9 August 2024 of the conditions contained in clause 6 (*Conditions*) and in Schedule 2 (*Documents and evidence required as conditions precedent*) to the amendment of the Original Facilities Agreement on the terms set out in clause 3 (*Amendments to the Original Facilities Agreement*) with effect on and from the Effective Date.

### 3 Amendments to the Original Facilities Agreement

#### 3.1 Amendment to the Original Facilities Agreement

With effect on and from the Effective Date, the Original Facilities Agreement shall be, and it is hereby, amended as follows:

- 3.1.1 paragraph (b) of the definition of “Final Repayment Date” in clause 1.1 (*Definitions*) of the Original Facilities Agreement shall be deleted in its entirety and replaced by the following:

*“(b) in respect of Facility B, 19 June 2026 or such later date as may be agreed by all the Lenders with Facility B Commitments;”;*

- 3.1.2 the words “, the Supplemental Agreement” shall be inserted between the words “this Agreement” and “any Accession Deed” in the definition of “Finance Documents” in clause 1.1 (*Definitions*) of the Original Facilities Agreement;

- 3.1.3 sub-paragraph (a)(ii) of the definition of “Margin” in clause 1.1 (*Definitions*) of the Original Facilities Agreement shall be deleted in its entirety and replaced by the following:

*“(ii) in relation to Facility B, 2.85 per cent per annum and provided that such rate shall increase by an amount of 0.25 per cent per annum at the end of each 3 month period (being 1 per cent per annum over each 12 month period) starting from the three month period ending on 30 September 2025;”;*

- 3.1.4 the following new definition of “**Maximum Revolving and Ancillary Amount**” shall be included in clause 1.1 (*Definitions*) of the Original Facilities Agreement and in the correct alphabetical order:

*“Maximum Revolving and Ancillary Amount means:*

*(a) up to and including the Final Repayment Date in respect of Facility B, €450,000,000; and*

*(b) following (but not including) the Final Repayment Date in respect of Facility B, €350,000,000.”;*

- 3.1.5 the following new definition of “**Supplemental Agreement**” shall be included in clause 1.1 (*Definitions*) of the Original Facilities Agreement and in the correct alphabetical order:

*“Supplemental Agreement means the agreement dated 6 August 2024 supplemental to this Agreement made between, among others, the Borrower, the Guarantors, Atlantis Mid Co, the Agent, the Security Agent, the EIFO Agent, the Lenders and the Hedging Providers.”;*

- 3.1.6 the definition of “Total Ancillary Facilities Amount” in clause 1.1 (*Definitions*) of the Original Facilities Agreement shall be deleted in its entirety and replaced by the following:

*“Total Ancillary Facilities Amount means €200,000,000.”;*

- 3.1.7 the following paragraph shall be included as a new paragraph (g) in clause 5.2 (*Completion of a Utilisation Request*) of the Original Facilities Agreement:

*“(g) The Borrower may not deliver a Utilisation Request if, at the time of or immediately following the proposed Utilisation, the aggregate amount of the outstanding Revolving*

*Loans and the Ancillary Outstandings under all Ancillary Facilities would exceed the Maximum Revolving and Ancillary Amount.”;*

3.1.8 the following paragraph shall be included as a new paragraph (j) in clause 5.3 (*Currency and amount*) of the Original Facilities Agreement:

*“(j) The total amount advanced under any proposed Revolving Loan specified in a Utilisation Request shall not exceed, when aggregated with the amount of all other outstanding Revolving Loans and all Ancillary Outstandings under all Ancillary Facilities at the time of or immediately following the proposed Utilisation, the Maximum Revolving and Ancillary Amount.”;*

3.1.9 paragraph (b) of clause 6.2 (*Availability*) of the Original Facilities Agreement shall be deleted in its entirety and replaced as follows:

*“(b) The aggregate of all Ancillary Outstandings under all Ancillary Facilities may not exceed:*

*(i) the Total Ancillary Facilities Amount at any time and an Ancillary Facility shall not be made available if it would allow for the Ancillary Outstandings for such Ancillary Facility, taken together with the maximum amount of Ancillary Outstandings allowed under all other Ancillary Facilities, to exceed the Total Ancillary Facilities Amount; and*

*(ii) when aggregated with the aggregate amount of the outstanding Revolving Loans, the Maximum Revolving and Ancillary Amount.”;*

3.1.10 the “.” at the end of clause 6.3(b)(iv) (*Terms of Ancillary Facilities*) of the Original Facilities Agreement shall be deleted and replaced with “; and”;

3.1.11 the following paragraph shall be included as a new sub-paragraph (v) in clause 6.3(b) (*Terms of Ancillary Facilities*) of the Original Facilities Agreement:

*“(v) may not allow the Ancillary Outstandings for that Ancillary Facility, when aggregated with the Ancillary Outstandings under all other Ancillary Facilities and the aggregate amount of the outstanding Revolving Loans, to exceed the Maximum Revolving and Ancillary Amount.”;*

3.1.12 the “.” at the end of clause 6.5(b) (*Limitation on Ancillary Outstandings*) of the Original Facilities Agreement shall be deleted and replaced with “; or”;

3.1.13 the following paragraph shall be included as a new paragraph (c) in clause 6.5 (*Limitation on Ancillary Outstandings*) of the Original Facilities Agreement:

*“(c) when aggregated with the Ancillary Outstandings under all other Ancillary Facilities and the aggregate amount of the outstanding Revolving Loans, the Maximum Revolving and Ancillary Amount.”;*

3.1.14 paragraph (u)(i) of clause 51.2 (*All Lender matters*) of the Original Facilities Agreement shall be deleted in its entirety and replaced by the following:

*“(i) paragraph (e) above in so far as it relates to the extension of the Final Repayment Date of a specific Facility; and”;*

3.1.15 the "Registered Office" row of the table relating to the Borrower in Schedule 1 (*The original parties*) to the Original Facilities Agreement shall be deleted in its entirety and replaced by the following:

"

<b>Registered office:</b>	<i>Kalvebod Brygge 43 1560 Copenhagen V Denmark</i>
---------------------------	---

“,

3.1.16 the "Address" row of the table with the heading "Obligor address for service of notices" in Schedule 1 (*The original parties*) to the Original Facilities Agreement shall be deleted in its entirety and replaced by the following:

"

<b>Address:</b>	<i>Kalvebod Brygge 43 1560 Copenhagen V Denmark</i>
-----------------	---

“,

3.1.17 the "Ship Name" row of the table relating to Ship C in Schedule 2 (*Ship information*) to the Original Facilities Agreement shall be deleted in its entirety and replaced by the following:

"

<b>Ship Name</b>	Wind Scylla
------------------	-------------

”, and

3.1.18 all references to "€550,000,000" in the Original Facilities Agreement, including but not limited to in its cover page and in any of its Schedules, shall be deleted in its entirety and replaced by "€650,000,000".

### **3.2 Continued force and effect of Original Facilities Agreement**

Save as amended and/or supplemented by this Agreement, the provisions of the Original Facilities Agreement shall continue in full force and the Original Facilities Agreement and this Agreement shall be read and construed as one instrument.

### **4 Amendments to the Account Charge Agreements**

4.1 With effect from the Effective Date, clause 3.6 of each Account Charge Agreement shall be amended to read as follows:

*"The security constituted by this Agreement shall be limited to EUR 975,000,000 plus the amount of any interest, default interest, costs and expenses as set out in the Finance Documents (as from time to time amended and/or restated or supplemented)."*

## **5 Representations and warranties**

Each Relevant Party (except Atlantis Mid Co) confirms to the Finance Parties that the Repeating Representations are true in all material aspects on the date of this Agreement and on the Effective Date, by reference to the facts and circumstances then existing, but as if references to "this Agreement" in the Repeating Representations were instead to this Agreement and the Original Facilities Agreement and references to a "Finance Document" in the Repeating Representations were construed to include this Agreement.

## **6 Conditions**

### **6.1 Documents and evidence**

The agreement of the Finance Parties referred to in clause 2 (*Agreement of the Finance Parties*) shall be subject to the receipt by the Agent or its duly authorised representative, on or before 9 August 2024, of the documents and evidence specified in Schedule 2 (*Documents and evidence required as conditions precedent*) in form and substance satisfactory to the Agent (acting on the instructions of all the Lenders). The Agent shall notify the Borrower promptly upon being so satisfied.

### **6.2 General conditions precedent**

The agreement of the Finance Parties referred to in clause 2 (*Agreement of the Finance Parties*) shall be further subject to:

- 6.2.1 the representations and warranties in clause 5 (*Representations and warranties*) being true and correct on the Effective Date as if each were made with respect to the facts and circumstances existing at such time; and
- 6.2.2 no Default having occurred at the time of the Effective Date.

### **6.3 Waiver of conditions precedent**

The conditions specified in this clause 6 are inserted solely for the benefit of the Finance Parties and may be waived on their behalf in whole or in part with or without conditions by the Agent (acting on the instructions of all the Lenders).

## **7 Relevant Parties' confirmations**

Each Relevant Party (provided that Atlantis Mid Co is only providing such confirmation and acknowledgement in relation to the Share Security granted by it) hereby confirms its consent to the agreements and amendments made in relation to the Original Facilities Agreement (including, without limitation, the increase of the Total Ancillary Facilities Amount by €100,000,000; namely, from €100,000,000 to €200,000,000) and the other arrangements contained in this Agreement, and agrees and acknowledges that:

- (a) each Finance Document to which it is a party extends, in accordance with its terms, to the obligations of the Borrower arising under the Original Facilities Agreement as amended by this Agreement;
- (b) the Finance Documents to which such Relevant Party is a party and the obligations of such Relevant Party thereunder (including the Guarantee) and any Security Interests contained therein, are not otherwise affected by this Agreement and the other Relevant Documents

or anything contained in them or in this Agreement, and they shall remain and continue in full force and effect notwithstanding the agreements and amendments made in relation to the the Original Facilities Agreement and the other arrangements contained in this Agreement and, in the case of the Finance Documents which create a Security Interest, shall continue to stand as security for, *inter alia*, the Original Facilities Agreement as amended by this Agreement;

- (c) with effect from the Effective Date references in the Finance Documents to which such Relevant Party is a party to the "Agreement" or the "Facilities Agreement" or the "Loan Agreement" (or equivalent or similar references) shall henceforth be references to the Original Facilities Agreement as amended and supplemented by this Agreement and as from time to time hereafter amended and shall also be deemed to include this Agreement and the obligations of the Borrower hereunder; and
- (d) with effect from the Effective Date references in the Finance Documents to which such Relevant Party is a party to the "Mortgage" (or equivalent or similar references) shall henceforth be references to the Mortgage as amended and supplemented by the Mortgage Amendment and as from time to time hereafter amended and shall also be deemed to include the Mortgage Amendment and the obligations of the Borrower hereunder.

## **8 Fees, costs and expenses**

### **8.1 Fees**

The Borrower shall pay to the Agent:

- (a) for the account each Lender with Facility B Commitments pro rata to their share of the Total Facility B Commitments, an extension fee in an amount equal to 0.3 per cent. of the Total Facility B Commitments; and
- (b) for the account of each Lender, a handling fee of €10,000,

on or prior to the date of this Agreement. The fees payable by the Borrower under this Agreement are to be paid in immediately available, freely transferable and cleared funds and without set-off, counterclaim, deductions or withholding of any kind to the following account:

Bank	DNB Bank ASA
SWIFT code:	DNBANOKK
For further credit:	DNB Bank ASA, Loan Administration
Account number/IBAN:	NO81 7001 0447 079
Reference:	Attn Loan Adm/Cadeler

### **8.2 Costs and expenses**

Clause 18 (*Costs and expenses*) shall apply mutatis mutandis to this Agreement.

### **8.3 Value Added Tax**

All expenses payable pursuant to this clause 8 shall be paid together with value added tax or any similar tax (if any) properly chargeable thereon. Any value added tax chargeable in respect of any

services supplied by any of the Finance Parties or EIFO under this Agreement shall, on delivery of the value added tax invoice, be paid in addition to any sum agreed to be paid hereunder.

#### **8.4 Stamp and other duties**

The Borrower shall pay and, within three Business Days of demand by the Agent, indemnify each Finance Party and EIFO against any cost, loss or liability that Finance Party or, as the case may be, EIFO incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Agreement and any other Relevant Documents.

### **9 Miscellaneous and notices**

#### **9.1 Counterparts**

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which when so executed and delivered shall be an original but all counterparts shall together constitute one and the same instrument.

#### **9.2 Partial invalidity**

If, at any time, any provision of this Agreement 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 in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

#### **9.3 Notices**

The provisions of clause 47 (*Notices*) of the Original Facilities Agreement shall extend and apply to the giving or making of notices or demands hereunder as if the same were expressly stated herein and as if references therein to "Obligors" included all Relevant Parties (except for Atlantis Mid Co).

### **10 Governing Law**

10.1 This Agreement and any non-contractual obligations connected with it shall be governed by English law.

10.2 The amendments to the Account Charge Agreements in accordance with clause 4 and any non-contractual obligations arising out of or in relation to such amendments and the Account Charge Agreements shall be governed by Norwegian law.

### **11 Enforcement**

#### **11.1 Jurisdiction**

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

11.1.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

11.1.3 This clause 11.1 is for the benefit of the Finance Parties only. Notwithstanding paragraphs 11.1.1 and 11.1.2, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

11.1.4 The courts of Norway shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Account Charge Agreements and the amendments thereto in clause 4, and Oslo District Court (in Norwegian: "*Oslo tingrett*") shall be the court of first instance.

## **11.2 Service of process**

Without prejudice to any other mode of service allowed under any relevant law, each of the Relevant Parties:

- (a) irrevocably appoints Elemental Process Agent Limited of 27 Old Gloucester Street, WC1N 3AX London, United Kingdom as its agent for service of process in relation to any proceedings before the English courts in connection with this Agreement (including any non-contractual obligations in connection with it);
- (b) agrees that failure by a process agent to notify any Relevant Party of the process will not invalidate the proceedings concerned; and
- (c) if any person appointed as process agent for a Relevant Party is unable for any reason to act as agent for service of process, that Relevant Party must immediately (and in any event within ten days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent (including Saville & Co Scrivener Notaries, Cheeswrights LLP and The Law Debenture Corporation p.l.c. or any of their Affiliates providing such professional service) for this purpose.

**This Agreement has been entered into on the date stated at the beginning of this Agreement.**



**Schedule 1  
The Parties**

**Part A  
The Borrower**

<b>Name:</b>	<b>Cadeler A/S</b>
<b>Jurisdiction of incorporation</b>	Denmark
<b>Registered office</b>	Kalvebod Brygge 43 1560 Copenhagen V Denmark
<b>Registered number:</b>	31180503

**Part B  
The Guarantors**

<b>Name:</b>	<b>Wind Orca Limited</b>
<b>Jurisdiction of incorporation</b>	Cyprus
<b>Registered office</b>	23 Kennedy Avenue Globe House, 4th floor 1075 Nicosia, Cyprus
<b>Registered number</b>	HE 412457

<b>Name:</b>	<b>Wind Osprey Limited</b>
<b>Jurisdiction of incorporation</b>	Cyprus
<b>Registered office</b>	23 Kennedy Avenue Globe House, 4th floor 1075 Nicosia, Cyprus
<b>Registered number</b>	HE 412453

<b>Name:</b>	<b>Seajacks International Limited</b>
<b>Jurisdiction of incorporation</b>	England and Wales
<b>Registered office</b>	South Denes Business Park South Beach Parade Great Yarmouth

	Norfolk, NR30 3QR United Kingdom
<b>Registered number</b>	07964749

<b>Name:</b>	<b>Seajacks UK Limited</b>
<b>Jurisdiction of incorporation</b>	England and Wales
<b>Registered office</b>	South Denes Business Park South Beach Parade Great Yarmouth Norfolk, NR30 3QR United Kingdom
<b>Registered number</b>	06106237

<b>Name:</b>	<b>Seajacks 5 Limited</b>
<b>Jurisdiction of incorporation</b>	England and Wales
<b>Registered office</b>	South Denes Business Park South Beach Parade Great Yarmouth Norfolk, NR30 3QR United Kingdom
<b>Registered number</b>	08519434

<b>Name:</b>	<b>Seajacks Japan LLC</b>
<b>Jurisdiction of incorporation</b>	Japan
<b>Registered office</b>	2-6, Nihonbashi Hongokucho 3-chome Chuo-ku, Tokyo 103-6060 Japan
<b>Registered number</b>	0100-01-153825

<b>Name:</b>	<b>Seajacks 3 Japan LLC</b>
<b>Jurisdiction of incorporation</b>	Japan

<b>Registered office</b>	2-6, Nihonbashi Hongokucho 3-chome Chuo-ku, Tokyo 103-6060 Japan
<b>Registered number:</b>	0100-03-032597

**Part C**  
**Atlantis Mid Co**

<b>Name:</b>	<b>Atlantis Midco Limited</b>
<b>Jurisdiction of incorporation</b>	England and Wales
<b>Registered office</b>	South Denes Business Park South Beach Parade Great Yarmouth Norfolk, NR30 3QR United Kingdom
<b>Registered number</b>	07964404

**Part D**  
**The Lenders**

<b>Name</b>	DNB Bank ASA
<b>Name</b>	Coöperatieve Rabobank U.A.
<b>Name</b>	Crédit Agricole Corporate & Investment Bank
<b>Name</b>	Danske Bank A/S
<b>Name</b>	Oversea-Chinese Banking Corporation Limited
<b>Name</b>	Societe Generale
<b>Name</b>	Standard Chartered Bank (Singapore) Limited

**Part E**  
**The Hedging Providers**

<b>Name</b>	DNB Bank ASA
<b>Name</b>	Coöperatieve Rabobank U.A.
<b>Name</b>	Crédit Agricole Corporate & Investment Bank

<b>Name</b>	Danske Bank A/S
<b>Name</b>	Oversea-Chinese Banking Corporation Limited
<b>Name</b>	Societe Generale
<b>Name</b>	Standard Chartered Bank (Singapore) Limited

**Schedule 2**  
**Documents and evidence required as conditions precedent**

**1 Constitutional Documents**

A copy of the Constitutional Documents of each Relevant Party or a certificate of each Relevant Party certifying that each copy document relating to it specified in Part 1 or, as the case may be, Part 4 of Schedule 3 (*Conditions precedent*) to the Original Facilities Agreement and delivered to the Agent thereunder remains correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date hereof.

**2 Corporate authorisations**

- (a) A copy of a resolution of the board of directors of each Relevant Party (or, if applicable, any committee of such board empowered to approve and authorise the following matters):
  - (i) approving the terms of, and the transactions contemplated by, the Relevant Documents to which it is a party and resolving that it execute, deliver and perform the Relevant Documents to which it is a party in accordance with any local law requirements;
  - (ii) authorising a specified person or persons to execute the Relevant Documents to which it is a party on its behalf; and
  - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Relevant Documents to which it is a party.
- (b) If applicable, a copy of a resolution of the board of directors of the relevant company, establishing any committee referred to in paragraph (a) above and conferring authority on that committee.
- (c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (a) above in relation to the Relevant Documents to which it is a party and any related documents.
- (d) If applicable, a copy of a resolution signed by all the holders of the issued shares in each Relevant Party (other than the Borrower), approving the terms of, and the transactions contemplated by, the Relevant Documents to which such Relevant Party is a party.
- (e) A certificate of each Relevant Party (signed by an authorised signatory) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments and the Total Ancillary Facilities Amount (each as defined in the Facilities Agreement) would not cause any borrowing, guarantee, security or similar limit binding on such Relevant Party to be exceeded.
- (f) A copy of any power of attorney under which any person is appointed by any Relevant Party to execute any of the Relevant Documents on its behalf.
- (g) A certificate of an authorised signatory of each Relevant Party certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the

date of this Agreement and that any such resolutions or power of attorney have not been revoked.

**3 Other documents and evidence**

A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document (including any Relevant Document) or for the validity and enforceability of any Finance Document (including any Relevant Document) provided that such Authorisation or other document, opinion or assurance is requested at least five Business Days prior to 1 August 2024.

**4 Security**

- (a) Each Mortgage Amendment duly executed by the relevant Owner.
- (b) Each Supplemental Share Security duly executed by the Borrower.
- (c) All duly executed notices, acknowledgments, letters, transfers, certificates and other documents required to be delivered under the documents listed above.

**5 Mortgage Amendment registration**

Evidence that each Mortgage Amendment in respect of a Ship has been registered against such Ship through the relevant Registry under the laws and flag of the relevant Flag State.

**6 EIFO conditions**

Confirmation from EIFO that EIFO accepts the terms of this Agreement (including the amendments documented herein) and the other Relevant Documents or that it does not wish or intend to review them, and that no amendment to the EIFO Guarantee Policy is required in connection with the amendments documented herein.

**7 Legal opinions**

The following legal opinions, each addressed to the Agent, the Security Agent, EIFO, the Lenders and the Hedging Providers, substantially in the form distributed to the Lenders, the Hedging Providers and EIFO and approved by the Agent prior to signing this Agreement in relation to the Relevant Documents:

- (a) a legal opinion of Norton Rose Fulbright LLP on matters of English law;
- (b) a legal opinion of L&J Law Office, LPC on matters of Japanese law;
- (c) a legal opinion of Moalem Weitemeyer on matters of Danish law;
- (d) a legal opinion of Chrysses Demetriades & Co. LLC on matters of Cyprus law;
- (e) a legal opinion of Advokatfirmaet Wiersholm AS on matters of Norwegian law; and
- (f) a legal opinion from legal counsel on matters of law of the relevant Flag State of the Ships (if not covered above).

**8 Fees and expenses**

Evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clause 8 (*Fees, costs and expenses*) have been paid.

**9 “Know your customer” information**

Such documentation and information as any Finance Party may reasonably request through the Agent to comply with “know your customer” or similar identification procedures under all laws and regulations applicable to that Finance Party.

**SIGNATURES**

**THE BORROWER  
CADELER A/S**

By:

/s/ Peter Brogaard Hansen  
Attorney-in-fact

**THE GUARANTORS  
WIND ORCA LIMITED**

By:

/s/ Peter Brogaard Hansen  
Attorney-in-fact

**WIND OSPREY LIMITED**

By:

/s/ Peter Brogaard Hansen  
Attorney-in-fact

**SEAJACKS 5 LIMITED**

By:

/s/ Peter Brogaard Hansen  
Authorised Signatory

**SEAJACKS INTERNATIONAL LIMITED**

By:

/s/ Peter Brogaard Hansen  
Authorised Signatory

**SEAJACKS UK LIMITED**

By:

/s/ Peter Brogaard Hansen  
Authorised Signatory



**SEAJACKS 3 JAPAN LLC**

By:

/s/ Peter Brogaard Hansen  
Attorney-in-fact

**SEAJACKS JAPAN LLC**

By:

/s/ Peter Brogaard Hansen  
Attorney-in-fact

**ATLANTIS MID CO  
ATLANTIS MIDCO LIMITED**

By:

/s/ Peter Brogaard Hansen  
Authorised Signatory

EUR 550m Facilities Agreement – Supplemental Agreement – Signature pages

---

**THE ARRANGERS  
DNB BANK ASA**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**COÖPERATIEVE RABOBANK U.A.**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**DANSKE BANK A/S**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By:

**SOCIETE GENERALE**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By:

**THE ARRANGERS  
DNB BANK ASA**

By:

**COÖPERATIEVE RABOBANK U.A.**

By:

**CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK**

By:

**DANSKE BANK A/S**

By:

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By: /s/ Angeline Teo  
Angeline Teo  
Angeline Teo OCBC Bank

**SOCIETE GENERALE**

By:

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By:

**THE ARRANGERS  
DNB BANK ASA**

By:

**COÖPERATIEVE RABOBANK U.A.**

By:

**CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK**

By:

**DANSKE BANK A/S**

By:

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By:

**SOCIETE GENERALE**

By:

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By: /s/ Amy Chow  
Amy Chow, Managing Director of Transportation Finance

**THE AGENT  
DNB BANK ASA**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**THE SECURITY AGENT  
DNB BANK ASA**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**THE EIFO AGENT  
DNB BANK ASA**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**THE BOOKRUNNER AND CO-ORDINATOR  
DNB BANK ASA**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**THE LENDERS  
DNB BANK ASA**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**COÖPERATIEVE RABOBANK U.A.**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**DANSKE BANK A/S**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By:

**SOCIETE GENERALE**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By:

**THE LENDERS  
DNB BANK ASA**

By:

**CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK**

By:

**COÖPERATIEVE RABOBANK U.A.**

By:

**DANSKE BANK A/S**

By:

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By: /s/ Angeline Teo  
Angeline Teo  
Angeline Teo OCBC Bank

**SOCIETE GENERALE**

By:

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By:

**THE LENDERS  
DNB BANK ASA**

By:

**CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK**

By:

**COÖPERATIEVE RABOBANK U.A.**

By:

**DANSKE BANK A/S**

By:

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By:

**SOCIETE GENERALE**

By:

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By: /s/ Amy Chow  
Amy Chow, Managing Director of Transportation Finance



**THE HEDGING PROVIDERS  
DNB BANK ASA**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**COÖPERATIEVE RABOBANK U.A.**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**DANSKE BANK A/S**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By:

**SOCIETE GENERALE**

By: /s/ Jennifer Carr  
\_\_\_\_\_  
Jennifer Carr  
Attorney-in-fact

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By:

**THE HEDGING PROVIDERS  
DNB BANK ASA**

By:

**COÖPERATIEVE RABOBANK U.A.**

By:

**CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK**

By:

**DANSKE BANK A/S**

By:

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By: /s/ Angeline Teo  
Angeline Teo  
Angeline Teo OCBC Bank

**SOCIETE GENERALE**

By:

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By:

**THE HEDGING PROVIDERS  
DNB BANK ASA**

By:

**COÖPERATIEVE RABOBANK U.A.**

By:

**CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK**

By:

**DANSKE BANK A/S**

By:

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By:

**SOCIETE GENERALE**

By:

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By: /s/ Amy Chow  
Amy Chow, Managing Director of Transportation Finance

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE OF INFORMATION THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. REDACTED INFORMATION HAS BEEN MARKED AS “[REDACTED]”.

Confidential

Dated 16 August 2024

---

**SEAJACKS 1 LIMITED**  
as Borrower

**SOCIETE GENERALE**  
as Mandated Lead Arranger, ECA Coordinator and Green Loan Arranger

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**  
**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**  
**THE KOREA DEVELOPMENT BANK**  
**KFW IPEX-BANK GMBH**  
as Lead Arrangers

with

**SOCIETE GENERALE**  
as Agent

**SOCIETE GENERALE**  
as Security Agent

**SOCIETE GENERALE**  
as ECA Agent

**THE BANKS AND FINANCIAL INSTITUTIONS LISTED IN SCHEDULE 1 as Original Eksfin**  
Guaranteed Lenders

**THE BANKS AND FINANCIAL INSTITUTIONS LISTED IN SCHEDULE 1 as Original EIFO**  
Guaranteed Lenders

**THE EXPORT-IMPORT BANK OF KOREA as Original KEXIM Direct Lenders**

**THE BANKS AND FINANCIAL INSTITUTIONS LISTED IN SCHEDULE 1 as Original**  
Commercial Lenders

---

**FACILITY AGREEMENT FOR EKSFIN BACKED, EIFO**  
**BACKED, KEXIM AND COMMERCIAL GREEN TERM LOAN**  
FACILITY of up to €212,132,587.53

---

 **NORTON ROSE FULBRIGHT**

## Contents

Clause	Page
Section 1 - Interpretation	2
1 Definitions and interpretation	2
Section 2 - The Facility	45
2 The Facility	45
3 Purpose	46
4 Conditions of Utilisation	46
Section 3 - Utilisation	49
5 Utilisation	49
6 Ancillary Facilities	52
Section 4 - Repayment, Prepayment and Cancellation	55
7 Repayment	55
8 Illegality, prepayment and cancellation	55
9 Restrictions	61
Section 5 - Costs of Utilisation	63
10 Interest	63
11 Interest Periods	64
12 Changes to the calculation of interest	64
13 Fees	66
Section 6 - Additional Payment Obligations	69
14 Tax gross-up and indemnities	69
15 Increased Costs	77
16 Other indemnities	78
17 Mitigation by the Lenders	81
18 Costs and expenses	82
Section 7 - Guarantee	85
19 Guarantee and indemnity	85
Section 8 - Representations, Undertakings and Events of Default	90
20 Representations	90
21 Information undertakings	98
22 Financial covenants	104
23 General undertakings	107
24 Construction period	113
25 Dealings with Ship	114
26 Condition and operation of Ship	120
27 Insurance	123
28 Minimum security value	128
29 Chartering undertakings	130

---

30	Bank accounts	131
31	Business restrictions	133
32	Hedging Contracts	137
33	Events of Default	139
34	Position of Hedging Providers	144
Section 9 - Changes to Parties		146
35	Changes to the Lenders	146
36	Changes to the Obligors	152
Section 10 - The Finance Parties		155
37	Roles of Agent, Security Agent, ECA Agent, Mandated Lead Arranger, ECA Coordinator and Green Loan Arranger	155
38	Trust and security matters	167
39	Enforcement of Transaction Security	172
40	Application of proceeds	174
41	Reference Banks	177
42	Finance Parties tax affairs	177
43	Finance Parties acting together	177
44	Sharing among the Finance Parties	179
Section 11 - Administration		181
45	Payment mechanics	181
46	Set-off	184
47	Notices	185
48	Calculations and certificates	187
49	Partial invalidity	187
50	Remedies and waivers	187
51	Amendments and waivers	187
52	Confidential Information	192
53	Confidentiality of Funding Rates and Reference Bank Quotations	197
54	Counterparts	198
55	Contractual recognition of bail-in	198
Section 12 - Governing Law and Enforcement		200
56	Governing law	200
57	Enforcement	200
Schedule 1 The original parties		201
Schedule 2 Ship information		218
Schedule 3 Conditions precedent		220
Part 1 Initial conditions precedent		220
Part 2 Conditions precedent on Delivery (Ship A)		223
Part 3 Conditions precedent on Delivery (Collateral Ship)		229
Part 4 Conditions precedent for Additional Guarantors		233

---

Part 5 Conditions subsequent	235
Schedule 4 Utilisation Request	236
Schedule 5 Selection Notice	238
Schedule 6 Original Schedule of Repayment Amounts	239
Schedule 7 Form of Accession Deed	241
Schedule 8 Form of Transfer Certificate	243
Schedule 9 Form of Compliance Certificate	247
Schedule 10 Form of Green Loan Compliance Certificate	248
Schedule 11 Forms of Notifiable Debt Purchase Transaction Notice	249
Part 1 Form of Notice on Entering into Notifiable Debt Purchase Transaction	249
Part 2 Form of Notice on Termination of Notifiable Debt Purchase Transaction / Notifiable Debt	
Purchase Transaction ceasing to be with Guarantor A Affiliate	250
Schedule 12 Form of Employment Compliance Certificate	251
Schedule 13 Form of QPP Certificate	252
Schedule 14 EIFO Guarantee Policy — Environmental and social matters	253

---

**THIS AGREEMENT** is dated 16 August 2024 and made between:

- (1) **SEAJACKS 1 LIMITED** details of which are specified in Schedule 1 (*The original parties*) as borrower (the **Borrower**);
- (2) **CADELER A/S** details of which are specified in Schedule 1 (*The original parties*) as guarantor (**Guarantor A**);
- (3) **SEAJACKS INTERNATIONAL LIMITED** details of which are specified in Schedule 1 (*The original parties*) as guarantor (**Guarantor B**);
- (4) **SEAJACKS UK LIMITED** details of which are specified in Schedule 1 (*The original parties*) as guarantor (**Guarantor C**);
- (5) **SEAJACKS 4 LIMITED** details of which are specified in Schedule 1 (*The original parties*) as collateral guarantor (the **Collateral Guarantor** and together with Guarantor A, Guarantor B and Guarantor C, the **Original Guarantors**);
- (6) **SOCIÉTÉ GÉNÉRALE** as mandated lead arranger, ECA coordinator and green loan arranger (in each of such capacities, the **Mandated Lead Arranger, ECA Coordinator** and **Green Loan Arranger** respectively);
- (7) **CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH, THE KOREA DEVELOPMENT BANK** and **KFW IPEX-BANK GMBH** as lead arrangers (whether acting individually or together, the **Lead Arrangers** and together with the Mandated **Lead Arranger**, the **Arrangers**);
- (8) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as hedging providers (the **Original Hedging Providers**);
- (9) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as Eksfin guaranteed lenders (the **Original Eksfin Guaranteed Lenders**);
- (10) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as EIFO guaranteed lenders (the **Original EIFO Guaranteed Lenders**);
- (11) **THE EXPORT-IMPORT BANK OF KOREA** details of which are specified in Schedule 1 (*The original parties*) as KEXIM direct lenders (the **Original KEXIM Direct Lenders**);
- (12) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as commercial lenders (the **Original Commercial Lenders** and together with the Original Eksfin Guaranteed Lenders, the Original EIFO Guaranteed Lenders and the Original KEXIM Direct Lenders, the **Original Lenders**);
- (13) **SOCIÉTÉ GÉNÉRALE** as agent of the other Finance Parties (other than the Security Agent) (the **Agent**);
- (14) **SOCIÉTÉ GÉNÉRALE** as ECA agent of the Lenders (the **ECA Agent**); and
- (15) **SOCIÉTÉ GÉNÉRALE** as security agent and trustee for the other Finance Parties (the **Security Agent**).

**IT IS AGREED** as follows:



## Section 1 - Interpretation

### 1 Definitions and interpretation

#### 1.1 Definitions

In this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance Documents:

**Acceptable Bank** means:

- (a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of "A-" or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or "Baa1" or higher by Moody's Investor Services Limited or a comparable rating from another internationally recognised credit rating agency; or
- (b) any other bank or financial institution approved by the Majority Lenders, KEXIM and the ECAs,

and which is approved by the Borrower.

**Accession Deed** means a document substantially in the form set out in Schedule 7 (*Form of Accession Deed*).

**Account** means any bank account, deposit or certificate of deposit opened, made or established in accordance with clause 30 (*Bank accounts*) and includes a Collateral Account.

**Account Bank** means, in relation to any Account, the bank or financial institution specified as such in Schedule 1 (*The original parties*), any Lender, or another bank or financial institution approved by the Majority Lenders, KEXIM and the ECAs at the request of the Borrower.

**Account Holder(s)** means, in relation to any Account, each Obligor in whose name that Account is held.

**Account Security** means, in relation to an Account (other than a Collateral Account), a first priority deed or other instrument executed by the relevant Account Holder(s) in favour of the Security Agent or any other Finance Party in an agreed form conferring a Security Interest over that Account.

**Accounting Reference Date** means 31 December or such other date as may be approved by the Majority Lenders.

**Active Facility** means, at any relevant time, such part of the Total Commitments (whether drawn or undrawn) as is then available for borrowing under this Agreement at such time in accordance with clause 4 (*Conditions of Utilisation*) to the extent that such part of the Total Commitments is not cancelled or reduced under this Agreement.

**Additional Guarantor** means a legal entity which becomes or is to become a guarantor under this Agreement (on a joint and several basis with the Original Guarantors and any other Guarantor) in accordance with, and defined as such in, clause 36.5 (*Additional Guarantors*) and **Additional Guarantors** means any or all of them.

**Advances** means the Eksfin Guaranteed Advance, the EIFO Guaranteed Advance, the KEXIM Direct Advance and the Commercial Advance, and **Advance** means any of them.

**Affiliate** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**Agent** includes any person who may be appointed as such under the Finance Documents and includes any separate trustee or co-trustee appointed under clause 38.8 (*Additional trustees*).

**Ancillary Commencement Date** means, in relation to an Ancillary Facility, the date on which that Ancillary Facility is first made available, which date shall be a Business Day within the Ancillary Facility Availability Period.

**Ancillary Commitment** means, in relation to an Ancillary Lender and an Ancillary Facility, the maximum amounts in euro (or the equivalent in euro of any other currency) which that Ancillary Lender has agreed (whether or not subject to satisfaction of conditions precedent) to make available from time to time under an Ancillary Facility in accordance with the terms of clause 6 (*Ancillary Facilities*), to the extent that amount is not cancelled or reduced under this Agreement or the Ancillary Documents relating to that Ancillary Facility.

**Ancillary Document** means each document relating to or evidencing the terms of an Ancillary Facility.

**Ancillary Facility** means any ancillary facility made available by an Ancillary Lender in accordance with clause 6 (*Ancillary Facilities*) and **Ancillary Facilities** means any or all of them.

**Ancillary Facility Availability Period** means, in relation to an Ancillary Facility, the period starting on the Utilisation Date and ending on the earlier of (a) the Final Repayment Date under this Agreement and (b) the date specified as such in the relevant Ancillary Facility.

**Ancillary Lender** means each Lender which makes available an Ancillary Facility in accordance with clause 6 (*Ancillary Facilities*) and **Ancillary Lenders** means any or all of them.

**Ancillary Outstandings** means, at any time, in relation to an Ancillary Lender and an Ancillary Facility then in force the aggregate of the equivalents (as calculated by that Ancillary Lender) in euro of the face amount of each guarantee, bond and letter of credit under that Ancillary Facility, as determined by such Ancillary Lender, acting reasonably in accordance with its normal banking practice and in accordance with the relevant Ancillary Document.

**Annex VI** means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention for the Prevention of Pollution from Ships 1973 (Marpol), as modified by the Protocol of 1978 relating thereto.

**Anti-Corruption Laws** means any laws, rules and regulations of any jurisdiction, concerning bribery or corruption, including (without limitation):

- (a) the United States Foreign Corrupt Practices Act of 1977 (15 U.S.C. § 78dd-1, et seq.);
- (b) the U.K. Bribery Act 2010;
- (c) sections 387 - 389 (combined with Section 15) of the Norwegian Penal Code of 2005; and
- (d) the Improper Solicitation and Graft Act of the Republic of Korea, the Criminal Act of the Republic of Korea and any other relevant applicable legislation in the Republic of Korea.

**Anti-Money Laundering Laws** means any laws, rules and regulations relating to money laundering or terrorist financing, including (without limitation), (i) the anti-money laundering provisions and anti-terrorism financing included in sections 337 - 341 (combined with Section 15) and sections 135 and 136 (combined with Section 15) of the Norwegian Penal Code of 2005, (ii) the Act on Reporting and Using Specified Financial Transaction Information of the Republic of Korea and (iii) the Act on Prohibition against Financing of Terrorism and Proliferation of Weapons of Mass Destruction of the Republic of Korea.

**Approved Flag State** means Denmark, Norway, the Republic of Cyprus, the Republic of Panama, the United Kingdom, the Marshall Islands, Liberia, Japan or any other flag state approved by the Majority Lenders, KEXIM and the ECAs.

**Approved Investor** means a legal entity incorporated or formed in or established under the laws of the same jurisdiction as Guarantor A, an EEA Member Country, the United States of America or such other jurisdiction approved by the Majority Lenders, KEXIM and the ECAs, notified to the Agent by Guarantor A in writing.

**Approved Shareholder** means any legal entity (other than the Borrower or the Original Guarantors) which:

- (a) is a wholly-owned direct or indirect Subsidiary of Guarantor A; and
- (b) is incorporated, registered or formed under the laws of a jurisdiction in all respects acceptable to all the Lenders and the ECAs.

**Article 55 BRRD** means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

**Auditors** means EY Godkendt Revisionspartnerselskab or any other “Big Four” accounting firm appointed by Guarantor A to act as its or their statutory auditors.

**Authorisation** means any authorisation, consent, concession, approval, resolution, licence, exemption, filing, notarisation or registration.

**Available Commitment** means a Lender’s Commitment minus the amount of its participation in the Loan.

**Backstop Date** means the date identified as such in Schedule 2 (*Ship information*) or such other later date approved by all the Lenders and the ECAs resulting from any delay in the Scheduled Delivery Date under the Building Contract for Ship A.

**Bail-In Action** means the exercise of any Write-down and Conversion Powers. **Bail-In Legislation** means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;
- (b) in relation to the United Kingdom, the UK Bail-In Legislation; and
- (c) in relation to any other state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

**Bareboat Charter** means, in relation to a Ship, a bareboat charter for that Ship between the relevant Owner as owner and a Bareboat Charterer as charterer in the agreed form (and includes the Initial Bareboat Charter for that Ship and a JV Bareboat Charter for that Ship) and **Bareboat Charters** means any or all of them.

**Bareboat Charterer** means Guarantor A, Guarantor C or any other Group Member which becomes a bareboat charterer under a Bareboat Charter of a Ship pursuant to the terms of clause 25.8 (*Chartering*).

**Basel Accords** means the Basel II Accord, Basel III Accord and Reformed Basel III.

**Basel Regulation** means either a Basel II Regulation or a Basel III Regulation.

**Basel II Accord** means the “International Convergence of Capital Measurement and Capital Standards, a Revised Framework” published by the Basel Committee on Banking Supervision in June 2004 as updated prior to, and in the form existing on, the date of this Agreement, excluding any amendment thereto arising out of the Basel III Accord or Reformed Basel III.

**Basel II Approach** means, in relation to any Finance Party, either the Standardised Approach or the relevant Internal Ratings Based Approach (each as defined in the Basel II Regulations applicable to such Finance Party) adopted by that Finance Party (or any of its Affiliates) for the purposes of implementing or complying with the Basel Accords.

**Basel II Regulation** means:

- (a) any law or regulation in force as at the date hereof implementing the Basel II Accord, (including the relevant provisions of CRR) to the extent only that such law or regulation reenacts and/or implements the requirements of the Basel II Accord but excluding any provision of such law or regulation implementing the Basel III Accord or Reformed Basel III; and
- (b) any Basel II Approach adopted by a Finance Party or any of its Affiliates.

**Basel III Accord** means, together:

- (a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in “Basel III: A global regulatory framework for more resilient banks and banking systems”, “Basel III: International framework for liquidity risk measurement, standards and monitoring” and “Guidance for national authorities operating the countercyclical capital buffer” published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;
- (b) the rules for global systemically important banks contained in “Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text” published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and
- (c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to “Basel III” including Reformed Basel III.

**Basel III Increased Cost** means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel III Regulation (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates) and includes a CRR Increased Cost.

**Basel III Regulation** means any law or regulation implementing the Basel III Accord (including the relevant provisions of CRR) save to the extent that such law or regulation re-enacts a Basel II Regulation.

**Break Costs** means the amount (if any) by which:

- (a) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in an Advance or relevant part of it or Unpaid Sum to the last day of the current Interest Period in respect of that Advance or relevant part of it or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

- (b) the amount which that Lender would be able to obtain by placing an amount equal to the relevant principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of that Interest Period.

**Builder** means, in relation to a Ship, the person specified as such in Schedule 2 (*Ship information*).

**Building Contract** means, in relation to a Ship, the shipbuilding contract specified in Schedule 2 (*Ship information*) between its Builder and the relevant Owner relating to the construction of such Ship.

**Building Contract Documents** means in relation to Ship A, the Building Contract for that Ship and any guarantee or security given by any person to the relevant Owner for the Builder's obligations under the relevant Building Contract.

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in Copenhagen, Frankfurt, London, New York, Oslo, Paris and Seoul, and (in relation to any date for payment or purchase of euro) any TARGET Day.

**BW Group** means BW Altor Pte. Ltd. of the Republic of Singapore and its Subsidiaries from time to time.

**Change of Control** occurs if, at any time and without the prior written approval of all the Lenders and the ECAs:

- (a) the Borrower or the Collateral Guarantor ceases to be a wholly-owned direct Subsidiary of Guarantor B (with the exception of any changes in ownership in the Collateral Guarantor provided for under a Potential Investment or an Onwards Investment), unless (subject to the proviso at the end of this definition) the Borrower or the Collateral Guarantor has become a wholly-owned direct Subsidiary of an Approved Shareholder or Guarantor A; or
- (b) the Borrower, the Collateral Guarantor or Guarantor B ceases to be a wholly-owned direct or indirect Subsidiary of Guarantor A (with the exception of any changes in ownership in the Collateral Guarantor provided for under a Potential Investment or an Onwards Investment); or
- (c) subject to any changes in ownership of the Collateral Guarantor provided for under a Potential Investment or an Onwards Investment, the Borrower or the Collateral Guarantor that (subject to the proviso at the end of this definition) has become a wholly-owned direct Subsidiary of an Approved Shareholder or Guarantor A pursuant to paragraph (a) above ceases to be a wholly-owned direct Subsidiary of that Approved Shareholder or Guarantor A, unless (subject to the proviso at the end of this definition) the Borrower or the Collateral Guarantor has become a wholly-owned direct Subsidiary of Guarantor A or another Approved Shareholder; or
- (d) any Approved Shareholder that (subject to the proviso at the end of this definition) owns shares in the Borrower or the Collateral Guarantor ceases to be a wholly-owned direct or indirect Subsidiary of Guarantor A; or
- (e) Guarantor A ceases to have the right or ability to control the affairs, or the composition of the majority of the board of directors, of the Borrower and/or the Collateral Guarantor and/or Guarantor B and/or any Bareboat Charterer, and/or any Approved Shareholder that (subject to the proviso at the end of this definition) owns shares in the Borrower and/or the Collateral Guarantor and/or Guarantor B; or
- (f) any Bareboat Charterer ceases to be Guarantor A, Guarantor C or a direct or indirect (and wholly-owned, unless it is a Bareboat Charterer under a JV Bareboat Charter) Subsidiary of Guarantor A; or
- (g) any person or group of persons acting in concert (other than Swire Pacific or the BW Group) hold legally and beneficially more than 25% of either (i) the issued and outstanding share capital and/or (ii) the issued and outstanding voting share capital, of Guarantor A,

**Provided however that** in the case of a transfer of all (but not part of) the shares and/or voting shares in the Borrower or the Collateral Guarantor from Guarantor B to an Approved Shareholder under paragraph (a) above, or between Approved Shareholders under paragraph (c) above, at the time of such transfer:

- (i) such Approved Shareholder has delivered to all Finance Parties and the ECAs any “know your customer” and other similar documents as required by any of them and the relevant Finance Parties and the ECAs are satisfied with the same and their relevant internal checks; and
- (ii) such Approved Shareholder becomes an Additional Guarantor pursuant to the terms of clause 36.5 (*Additional Guarantors*) and grants a Security Interest over the shares of the Borrower or the Collateral Guarantor which it acquires or is to acquire on terms materially similar to the relevant Share Security and in agreed form (which shall constitute Finance Documents), together with any documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in respect of such Security Interest and the Approved Shareholder; and
- (iii) the Parties have entered into such other amendments and documents (including any amendment to this Agreement) as the Agent (acting reasonably) may require in respect of the above matters (at the cost and expense of the Borrower); and
- (iv) the entry by such Approved Shareholder into any of the above documents does not otherwise constitute a Default nor would otherwise cause or result in an Event of Default (and Guarantor A has confirmed the same in writing to the Agent).

**Charged Property** means all of the assets of the Obligors which from time to time are, or are expressed or intended to be, the subject of the Transaction Security.

**Charter** means, in relation to a Ship, any charter commitment in relation to that Ship (other than a Bareboat Charter), which is entered into during the Facility Period between (a) either the Owner or the Bareboat Charterer as disponent owner; and (b) any person (other than a Bareboat Charterer or any Group Member or any Affiliate of any of them) as charterer or counterparty of such Owner or (as applicable) such Bareboat Charterer thereunder, and which is capable of lasting in excess of 12 months (without taking into account any options to extend or renew contained therein), and it includes an Initial Charter, and **Charters** means all of them.

**Charter Documents** means, in relation to a Ship and a Charter of that Ship, that Charter, any documents supplementing it and any Charter Guarantee.

**Charter Guarantee** means, in relation to a Ship and a Charter of that Ship, any guarantee or security given by any person for the relevant Charterer’s obligations under it.

**Charter Guarantor** means, in relation to a Ship and a Charter of that Ship, the guarantor or counterparty of the relevant Owner or Bareboat Charterer under the Charter Guarantee for that Charter.

**Charterer** means, in relation to a Ship and a Charter of that Ship, the charterer or counterparty of the relevant Owner or Bareboat Charterer under that Charter (and it includes the Initial Charterers).

**Classification** means, in relation to a Ship, an appropriate classification available to vessels of this type (being on the date of this Agreement the classification specified in respect of such Ship in Schedule 2 (*Ship information*)) with the relevant Classification Society selected by the relevant Owner.

**Classification Society** means, in relation to a Ship, the classification society specified in respect of such Ship in Schedule 2 (*Ship information*), Lloyd’s Register, American Bureau of Shipping or Bureau Veritas or another classification society (being a member of the International Association of Classification Societies (**IACS**) or, if such association no longer exists, any similar association nominated by the Agent) approved by the Majority Lenders as its Classification Society, at the request of the relevant Owner.

**Code** means the US Internal Revenue Code of 1986.

**Collateral Account** means any bank account, deposit or certificate of deposit opened, made or established by the Collateral Owner in accordance with clause 30 (*Bank accounts*) and any Debt Service Reserve Account (as defined in the Collateral Facility Agreement).

**Collateral Account Security** means, in relation to a Collateral Account, a second priority deed or other instrument executed by the relevant Account Holder(s) in favour of the Security Agent or any other Finance Party in an agreed form conferring a Security Interest over that Collateral Account.

**Collateral Approved Investor Share Security** means a document creating a second priority Security Interest over the shares in the Collateral Guarantor held by the Approved Investor in favour of the Security Agent and in agreed form.

**Collateral Deed of Covenant** means, in relation to the Collateral Ship in respect of which the Collateral Mortgage is in account current form and where it is customary to grant a deed of covenant, a second priority deed of covenant in respect of the Collateral Ship by the Collateral Owner in favour of the Security Agent in the agreed form.

**Collateral Facility Agreement** means the facility agreement dated on or around the date of this Agreement for the post-delivery financing of the Collateral Ship and made between, amongst others, the Collateral Owner as borrower and the Collateral Security Agent as agent and security agent.

**Collateral Finance Documents** has the meaning given to “Finance Documents” in the Collateral Facility Agreement.

**Collateral General Assignment** means, in relation to the Collateral Ship and the Collateral Owner and each Bareboat Charterer of such Ship, a second priority assignment of its interest in the Ship’s Insurances, Earnings (including Earnings under any Charter and any Charter Guarantee for the Ship, if and to the extent it would not constitute a breach of the relevant Charter or Charter Guarantee (as applicable) for the Ship (unless clause 25.8(e)(ii) applies)), Requisition Compensation and, subject to the terms of clause 25.8(e)(ii) in relation to a Charter, the Charter Documents for such Charter and, in the case of the Collateral Owner only, any Bareboat Charter for such Ship, one such assignment executed by the Collateral Owner and each Bareboat Charterer of such Ship in favour of the Security Agent or any other Finance Party in the agreed form.

**Collateral Investment Share Security** means a document creating a second priority Security Interest over the shares in the Collateral Guarantor held by the Investment Entity in favour of the Security Agent and in agreed form.

**Collateral Manager’s Undertaking** means, in relation to the Collateral Ship, a second priority undertaking by any manager of such Ship (other than where such manager is also the Bareboat Charterer of such Ship and a Guarantor) to the Security Agent in the agreed form, including pursuant to clause 25.4 (*Manager*).

**Collateral Mortgage** means, in relation to the Collateral Ship, a second priority or (as the case may be) second preferred mortgage of the Collateral Ship in the agreed form by the Collateral Guarantor in favour of the Security Agent or any other Finance Party.

**Collateral Owner** means the person specified against the name of the Collateral Ship in Schedule 2 (*Ship information*).

**Collateral Security** means the Collateral Mortgage, the Collateral Deed of Covenant, the Collateral General Assignments, the Collateral Account Security, any Collateral Subordination Deed, the Collateral Share Security, any Collateral Manager’s Undertaking, any Collateral Investment Share Security and any Collateral Approved Investor Share Security.

**Collateral Security Agent** means Société Générale as security agent and trustee under the Collateral Facility Agreement the details of which are set out in the Collateral Facility Agreement.

**Collateral Security Documents** has the meaning given to “Security Documents” in the Collateral Facility Agreement.

**Collateral Share Security** means, in relation to the Collateral Owner, the document constituting a second Security Interest by the person(s) described as its shareholder(s) in Schedule 1 (*The original parties*) in favour of the Security Agent or any other Finance Party in the agreed form in respect of all of the shares in the Collateral Owner.

**Collateral Ship** means the ship described as such in Schedule 2 (*Ship information*).

**Collateral Subordination Deed** means, in respect of any Financial Indebtedness owing from the Collateral Owner to any other Group Member, a second priority subordination deed in an agreed form between (inter alios) the Security Agent and the lender and borrower of the relevant Financial Indebtedness providing (inter alia) that:

- (a) such Financial Indebtedness is in all respects subject and subordinate to all amounts owing to the Finance Parties under the Finance Documents; and
- (b) if and for as long as an Event of Default is continuing, the lender of such Financial Indebtedness will not be entitled to demand payment or make any claim in respect of the same, whether for principal, interest or any other amounts in connection with the same;
- (c) such Financial Indebtedness, all contracts and agreements in which it is documented and all rights of the lenders of such Financial Indebtedness arising from such contracts or agreements or in connection with such Financial Indebtedness are assigned and/or pledged in favour of the Security Agent; and
- (d) the lender of such Financial Indebtedness owing by the Collateral Owner will procure and agree to the full release, discharge and forgiveness of such Financial Indebtedness if any Finance Party has exercised any remedies or rights (or attempted to do so) under any Collateral Share Security over the shares in the Collateral Owner.

**Commercial Advance** means a borrowing of a part of the Total Commitments by the Borrower up to the Total Commercial Commitments, which is to be made available or (as the context may require) the outstanding principal amount of such borrowing.

**Commercial Commitment** means:

- (a) in relation to an Original Commercial Lender, the amount set opposite its name under the heading “Commercial Commitment” in Schedule 1 (*The original parties*) and the amount of any other Commercial Commitment assigned to it under this Agreement; and
- (b) in relation to any other Commercial Lender, the amount of any Commercial Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

**Commercial Lender** means:

- (a) any of the Original Commercial Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Commercial Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as Commercial Lender in accordance with the terms of this Agreement, and **Commercial Lenders** means all of them.

**Commercial Margin** means two point five zero per cent. (2.50%) per annum.



**Commitment** means:

- (a) in relation to an Original Lender, the aggregate of any of its Eksfin Guaranteed Commitment, EIFO Guaranteed Commitment, KEXIM Direct Commitment and Commercial Commitment and the amount of any other such commitment assigned to it under this Agreement; and
- (b) in relation to any other Lender, the amount of any Eksfin Guaranteed Commitment, EIFO Guaranteed Commitment, KEXIM Direct Commitment and/or Commercial Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

**Compliance Certificate** means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) or otherwise approved.

**Confirmation** shall have, in relation to any Hedging Transaction, the meaning given to that term in the relevant Hedging Master Agreement.

**Confidential Information** means all information relating to an Obligor, the Group, the Transaction Documents or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from either:

- (a) any Group Member or any of its advisers; or
- (b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any Group Member or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

- (i) information that:
  - (A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of clause 52 (*Confidential Information*); or
  - (B) is identified in writing at the time of delivery as non-confidential by any Group Member or any of its advisers; or
  - (C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and
- (ii) any Funding Rate or Reference Bank Quotation.

**Confidentiality Undertaking** means a confidentiality undertaking substantially in the form recommended by the Loan Market Association.

**Constitutional Documents** means, in respect of an Obligor, such Obligor's memorandum and articles of association, by-laws or other constitutional documents including as referred to in any certificate relating to an Obligor delivered pursuant to Schedule 3 (*Conditions precedent*).

**Contract Price** means, in relation to Ship A, the purchase price of Ship A payable under the Building Contract as such purchase price may be varied from time to time pursuant to the terms

of the Building Contract (including by variation orders for equipment and/or by any liquidated damages unless such liquidated damages relate to delays in the delivery of Ship A).

**Coordination Agreement** means:

- (a) in relation to Ship A and the Ship A Collateral Security, the coordination agreement made or (as the context may require) to be made between, amongst others, the Security Agent as senior mortgagee and the Collateral Security Agent as junior mortgagee; and
- (b) in relation to the Collateral Ship and the Collateral Security, the coordination agreement made or (as the context may require) to be made between, amongst others, the Collateral Security Agent as senior mortgagee and the Security Agent as junior mortgagee,

and **Coordination Agreements** means both of them.

**Corrective Action Plan** or **CAP** means a plan produced by the Borrower specifying the corrective actions (including the timing(s) and responsibility for such action(s)) being taken or proposed to be taken in order to remedy or mitigate all adverse consequences caused by an Environmental Incident, Social Incident, Environmental Claim, Social Claim, or IMO Code Claim, as may be amended or updated from time to time.

**CRR** means either CRR-EU or, as the context may require, CRR-UK.

**CRR-EU** means regulation 575/2013 of the European Union on prudential requirements for credit institutions and investment firms and regulation 2019/876 of the European Union amending Regulation (EU) No 575/2013 and all delegated and implementing regulations supplementing that Regulation.

**CRR Increased Cost** means an Increased Cost which is attributable to the implementation or application of or compliance with the CRR (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

**CRR-UK** means CRR-EU as amended and transposed into the laws of the United Kingdom by the European Union (Withdrawal) Act 2018 and the European Union (Withdrawal Agreement) Act 2020 and as amended by the Capital Requirements (Amendment) (EU Exit) Regulations 2019.

**CTA** means the Corporation Tax Act 2009.

**Debt Purchase Transaction** means, in relation to a person, a transaction where such person:

- (a) purchases by way of assignment or transfer;
- (b) enters into any sub-participation in respect of; or
- (c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of,

any Commitment or amount outstanding under any Advance under this Agreement.

**Debt Service Reserve Account** means any account with an Account Bank which is defined as such in any Account Security or which is designated as a “**Debt Service Reserve Account**” under clause 30 (*Bank accounts*).

**Declassification Date** means the date on which the Agent (acting on the instructions of the Majority Lenders), KEXIM and the ECAs exercise their right to declassify the Loan as a “green loan” in accordance with paragraph (a) of clause 23.16 (*Declassification Event*).

**Declassification Event** means:

- (a) the Agent receives a Declassification Request from the Borrower;

- (b) the Borrower ceases to be in compliance with the Green Asset Criteria; or
- (c) the Borrower fails to comply with the requirements of clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*), unless the failure to comply is capable of remedy and it is remedied within 10 Business Days of the earlier of (i) the Agent giving notice to the Borrower and (ii) the Borrower becoming aware of the failure to comply.

**Declassification Request** means a notice signed by the Borrower requesting that the Loan is no longer to be classified as a “green loan” for the purposes of the “Green Loan Provisions”. Such notice shall:

- (a) be signed by a director of the Borrower;
- (b) state the proposed Declassification Date; and
- (c) set out in reasonable detail the green loan related information demonstrating why the Loan should no longer be a “green loan”.

**Deed of Covenant** means, if the Mortgage is in account current form and where it is customary to grant a deed of covenant, a first priority deed of covenant in respect of Ship A by the relevant Owner in favour of the Security Agent in the agreed form.

**Default** means an Event of Default or any event or circumstance specified in clause 33 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

**Defaulting Lender** means any Lender:

- (a) which has failed to make its participation in an Advance available (or has notified the Agent or the Borrower (which has notified the Agent) that it will not make its participation in an Advance available) by the Utilisation Date in accordance with clause 5.4 (*Lenders’ participation*);
- (b) which has otherwise rescinded or repudiated a Finance Document; or
- (c) with respect to which an Insolvency Event has occurred and is continuing,

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:
  - (A) administrative or technical error; or
  - (B) a Disruption Event; and,payment is made within three Business Days of its due date; or
- (ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

**Delegate** means any delegate, agent, attorney, additional trustee or co-trustee appointed by the Security Agent.

**Delivery** means the delivery of Ship A by the relevant Builder and acceptance of such Ship by the relevant Owner under the relevant Building Contract.

**Delivery Date** means the date on which Delivery occurs.

**Disposal Repayment Date** means in relation to:

- (a) a Total Loss of Mortgaged Ship A, the applicable Total Loss Repayment Date; or
- (b) a sale of Mortgaged Ship A by the relevant Owner, the date upon which such sale is completed by the transfer of title to the purchaser in exchange for payment of all or part of the relevant purchase price (and upon or immediately prior to such completion).

**Disruption Event** means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
  - (i) from performing its payment obligations under the Finance Documents; or
  - (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

**Earnings** means, in relation to a Ship and a person, all money at any time payable to that person for or in relation to the use or operation of such Ship including freight, hire and passage moneys, money payable to that person for the provision of services by or from such Ship or under any charter commitment, requisition for hire compensation, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach and payments for termination or variation of any charter commitment and contributions of any nature whatsoever in respect of general average (including all moneys payable to the relevant Owner and/or a Bareboat Charterer of such Ship under any Charter, Charter Guarantee or Bareboat Charter in respect of such Ship, respectively).

**Earnings Account** means any account with an Account Bank which is defined as such in any Account Security or Collateral Account Security or which is designated as an “**Earnings Account**” under clause 30 (*Bank accounts*).

**EBITDA** has the meaning given to clause 22.2 (*Financial definitions*).

**ECA:**

- (a) in relation to the Eksfin Guarantee and/or the Eksfin Guaranteed Advance, means Eksfin; or
- (b) in relation to the EIFO Guarantee Policy and/or the EIFO Guaranteed Advance, means EIFO,

and **ECAs** shall mean any or all of them (and, for the avoidance of doubt, KEXIM shall not be an “ECA” for the purpose of this Agreement notwithstanding its legal status as an export credit agency).

**ECA Advance:**

- (a) in relation to Eksfin and/or the Eksfin Guarantee, means the Eksfin Guaranteed Advance; or

(b) in relation to EIFO and/or the EIFO Guarantee Policy, means the EIFO Guaranteed Advance,

and **ECA Advances** means any or all of them.

**ECA Fees** means any of the fees payable under clause 13.6 (*ECA Fees*).

**ECA Guaranteed Lender:**

(a) in relation to Eksfin and/or the Eksfin Guarantee, means the Eksfin Guaranteed Lenders; or

(b) in relation to EIFO and/or the EIFO Guarantee Policy, means the EIFO Guaranteed Lenders,

and **ECA Guaranteed Lenders** shall mean any or all of them.

**ECA Mandatory Prepayment Event** shall have the meaning given to that term in clause 8.10 (*ECA Policy*).

**ECA Premium** means any of the Eksfin Premium or the EIFO Premium.

**EEA Member Country** means any member state of the European Union, Iceland, Liechtenstein and Norway.

**ECA Policies** means the Eksfin Guarantee and the EIFO Guarantee Policy and **ECA Policy** shall mean either of them.

**EIFO** means the Export and Investment Fund of Denmark, a state-owned enterprise having its registered office at Haifagade 3, 2150 Nordhavn, Denmark.

**EIFO Guarantee Policy** means a guarantee policy dated on or about the date hereof issued by EIFO in favour of the ECA Agent for and on behalf of the EIFO Guaranteed Lenders, setting out the terms and conditions of the buyer's credit guarantee, issued or, as the context may require, to be issued by EIFO in favour of the EIFO Guaranteed Lenders, providing political and commercial risks' cover and otherwise setting out the terms and conditions of its guarantee of an amount up to one hundred per cent. (100%) of the EIFO Guaranteed Advance plus interest accruing thereon under the terms of this Agreement and certain other costs and expenses, subject to its terms and conditions and on such terms and conditions acceptable to all the EIFO Guaranteed Lenders.

**EIFO Guaranteed Advance** means a borrowing of a part of the Total Commitments by the Borrower up to the Total EIFO Guaranteed Commitments, which is to be made available or (as the context may require) the outstanding principal amounts of such borrowing.

**EIFO Guaranteed Commitment** means:

(a) in relation to an Original EIFO Guaranteed Lender, the amount set opposite its name under the heading "EIFO Guaranteed Commitment" in Schedule 1 (*The original parties*) and the amount of any other EIFO Guaranteed Commitment assigned to it under this Agreement; and

(b) in relation to any other EIFO Guaranteed Lender, the amount of any EIFO Guaranteed Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

**EIFO Guaranteed Margin** means zero point nine five per cent. (0.95%) per annum.

**EIFO Guaranteed Lender** means:

- (a) any of the Original EIFO Guaranteed Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as an EIFO Guaranteed Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as Eksfin Guaranteed Lender in accordance with the terms of this Agreement, and **EIFO Guaranteed Lenders** means all of them.

**EIFO Premium** means the annual premium as it has been determined by EIFO in relation to the issuance of the EIFO Guarantee Policy, [corresponding to one point five five per cent. (1.55%) per annum], calculated on the EIFO Guaranteed Advance in accordance with the terms of the EIFO Guarantee Policy.

**Eksfin** means Eksportfinansiering Norge, the export credit agency of Norway having its registered address at Støperigata 1, 0250 Oslo, Norway.

**Eksfin Guarantee** means the guarantee dated on or about the date hereof executed by Eksfin as guarantor and accepted and countersigned by each Eksfin Guaranteed Lender and the ECA Agent, covering one hundred per cent. (100%) on a comprehensive basis of political and commercial risks of the outstanding amount of principal and interest under the Eksfin Guaranteed Advance, as the same may be amended from time to time.

**Eksfin Guaranteed Advance** means a borrowing of a part of the Total Commitments by the Borrower up to the Total Eksfin Guaranteed Commitments, which is to be made available or (as the context may require) the outstanding principal amounts of such borrowing.

**Eksfin Guaranteed Commitment** means:

- (a) in relation to an Original Eksfin Guaranteed Lender, the amount set opposite its name under the heading "Eksfin Guaranteed Commitment" in Schedule 1 (*The original parties*) and the amount of any other Eksfin Guaranteed Commitment assigned to it under this Agreement; and
- (b) in relation to any other Eksfin Guaranteed Lender, the amount of any Eksfin Guaranteed Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement. **Eksfin Guaranteed Lender** means:

- (a) any of the Original Eksfin Guaranteed Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as an Eksfin Guaranteed Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as Eksfin Guaranteed Lender in accordance with the terms of this Agreement, and **Eksfin Guaranteed Lenders** means all of them.

**Eksfin Guaranteed Margin** means zero point nine five per cent. (0.95%) per annum.

**Eksfin Premium** means the annual premium as it has been determined by Eksfin in relation to the issuance of the Eksfin Guarantee, corresponding to one point five five per cent. (1.55%) per annum, calculated on the Eksfin Guaranteed Advance in accordance with the terms of the Eksfin Guarantee.

**Eksfin Transfer** means an assignment of rights, or a transfer of rights and obligations, under or in relation to the Eksfin Guaranteed Commitments and/or the Eksfin Guaranteed Advance by an

Eksfin Guaranteed Lender to Eksfin (or to any person specified by Eksfin) pursuant to clause 35 (*Changes to the Lenders*).

**Eligible Institution** means any Lender or other bank, financial institution, trust, fund or other entity selected by the Borrower and which, in each case, is not a Group Member.

**Employment Compliance Certificate** means a certificate substantially in the form set out in Schedule 13.

**Environmental Approval** means any permit, license, consent, approval and other authorisations required under any Environmental Law.

**Environmental Claim** means any claim or proceeding by any person or company or any formal notice, in each case with respect to any investigation by relevant public authorities which has been commenced against any Obligor or a Ship in respect of (i) any material breach of or material non-conformity with Environmental Law or (ii) any material breach of or material non-conformity with or a revocation or suspension of an Environmental Approval.

**Environmental Incident** means any spill, release or discharge of Environmentally Sensitive Material which is capable of materially polluting the environment in circumstances where:

- (a) a Fleet Vessel is involved; and/or
- (b) any Obligor is reasonably expected to be liable for Environmental Claims arising from such spill, release or discharge (other than Environmental Claims arising and fully satisfied before the date of this Agreement).

**Environmental Law** means any applicable law, regulation, convention or treaty, judgment, order or any other executive or legislative measure or act having the force of law in any jurisdiction in which any Obligor conducts business and which relates to the pollution or protection of, or the prevention of harm or damage to, the environment, including, without limitation, the manufacturing, generation, processing, distribution, use, treatment, storage, disposal, transport or handling of Environmentally Sensitive Material.

**Environmentally Sensitive Material** means and includes all contaminants, oil, oil products, toxic substances and any other substance (including any chemical, gas or other hazardous or noxious substance) which is (or is capable of being or becoming) polluting, toxic or hazardous.

**EU Bail-In Legislation Schedule** means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

**EU Ship Recycling Regulation** means Regulation (EU) No 1257/2013 of the European Parliament and of the Council of 20 November 2013 on ship recycling and amending Regulation (EC) No 1013/2006 and Directive 2009/16/EC (Text with EEA relevance).

**EURIBOR** means, in relation to each Advance or any part of it and any Unpaid Sum:

- (a) the applicable Screen Rate as of 11:00 a.m. (Brussels time) on the relevant Quotation Day for a period equal in length to the Interest Period of that Advance or relevant part of it or Unpaid Sum; or
- (b) as otherwise determined pursuant to clause 12.1 (*Unavailability of Screen Rate*), and if, in either case, that rate is less than zero, EURIBOR shall be deemed to be zero.

**Event of Default** means any event or circumstance specified as such in clause 33 (*Events of Default*).

**External Reviewer** means S&P Global or any replacement external reviewer being a member firm of Deloitte, Ernst & Young Global Limited, KPMG International Limited,

PricewaterhouseCoopers International Limited or DNV or any other person approved by the Majority Lenders as may be appointed from time to time by Guarantor A, provided that any such replacement is:

- (a) an independent professional services firm, environmental consultancy firm or ratings agency which is regularly engaged in the application and monitoring of ESG standards and ESG calculation methodologies; and
- (b) not an Affiliate of an Obligor.

**Facility** means the term loan facility made available by the Lenders under this Agreement as described in clause 2 (*The Facility*).

**Facility Office** means:

- (a) in respect of a Lender, the office or offices notified by that Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement; or
- (b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for Tax purposes.

**Facility Period** means the period from and including the date of this Agreement to and including the date on which the Total Commitments have reduced to zero and all indebtedness of the Obligors under the Finance Documents has been irrevocably and unconditionally and discharged in full.

**FATCA** means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

**FATCA Application Date** means:

- (a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- (b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

**FATCA Deduction** means a deduction or withholding from a payment under a Finance Document required by FATCA.

**FATCA Exempt Party** means a Party that is entitled to receive payments free from any FATCA Deduction.

**FATCA FFI** means a foreign financial institution as defined in section 1471(d)(4) of the Code which could be required to make a FATCA Deduction.



**Fee Letters** means any letters entered into between (a) any Finance Parties and/or KEXIM and/or any ECA and (b) any Obligors by reference to this Agreement in relation to any fees payable to any Finance Parties and/or KEXIM and/or any ECAs and **Fee Letter** means any one of them.

**Final Repayment Date** means, subject to clause 45.7 (*Business Days*) and in relation to each Advance, the date which falls on the twelfth (12<sup>th</sup>) anniversary of the Delivery Date.

**Finance Documents** means this Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Employment Compliance Certificate, any Green Loan Compliance Certificate, any Fee Letter, any Utilisation Request, any Quiet Enjoyment Agreement in relation to a Ship, the Security Documents, any Transfer Certificate, any Hedging Contracts, any Hedging Master Agreement, any Coordination Agreement and any other document designated as such by the Agent and the Borrower and shall, for the avoidance of doubt, exclude the ECA Policies.

**Finance Party** means the Agent, the Security Agent, the ECA Agent, the Arrangers, the ECA Coordinator, the Green Loan Arranger, any Hedging Provider, a Lender or any Ancillary Lender.

**Financial Indebtedness** means any indebtedness for or in respect of:

- (a) moneys borrowed and debit balances at banks or other financial institutions;
- (b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);
- (c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under GAAP);
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (h) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the latest Final Repayment Date or are otherwise classified as borrowings under GAAP;
- (i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 180 days after the date of supply;
- (j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing or otherwise classified as borrowings under GAAP; and
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

**Financial Year** means the annual accounting period of the Group ending on or about the Accounting Reference Date in each year.

**First Repayment Date** means, in relation to each Advance and subject to clause 45.7 (*Business Days*), the date falling three Months after the Delivery Date.

**Flag State** means, in relation to a Ship (i) any Approved Flag State in which such Ship is or is to be registered on the Delivery Date (in the case of Ship A) or the date of its delivery to the Collateral Owner under the relevant Building Contract (in the case of the Collateral Ship), (ii) any other Approved Flag State in which such Ship is or is to be registered at the request of the relevant Owner, subject to the provisions of paragraph (b) of clause 25.2 (*Ship's name and registration*) or (iii) such other state or territory as may be approved by the Majority Lenders, KEXIM and the ECAs at the request of the relevant Owner (such approval or, where such state or territory is not approved by the Majority Lenders, KEXIM and the ECAs, such rejection, not to be unreasonably delayed), subject to the provisions of paragraph (b) of clause 25.2 (*Ship's name and registration*) as being the "**Flag State**" of such Ship for the purposes of the Finance Documents.

**Fleet Vessel** means each of the Mortgaged Ships and any other vessel owned, operated, managed or crewed by any Group Member.

**Funding Rate** means any individual rate notified by a Lender to the Agent pursuant to paragraph (a)(ii) of clause 12.4 (*Cost of funds*).

**GAAP** means generally accepted accounting principles in Denmark including (without limitation) international account standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

**General Assignment** means in relation to Ship A and the Borrower and each Bareboat Charterer of such Ship, a first assignment of its interest in the Ship's Insurances, Earnings (including Earnings under any Charter and any Charter Guarantee for the Ship, if and to the extent it would not constitute a breach of the relevant Charter or Charter Guarantee (as applicable) for the Ship (unless clause 25.8(e)(ii) applies)), Requisition Compensation and, subject to the terms of clause 25.8(e)(ii) in relation to a Charter, the Charter Documents for such Charter, and, in the case of the Borrower only, any Bareboat Charter for such Ship, one such assignment executed by the Borrower and each Bareboat Charterer of such Ship in favour of the Security Agent or any other Finance Party in the agreed form.

**GLP or the Green Loan Principles** means the Green Loan Principles together with the "Guidance on Green Loan Principles", published on 23 February 2023 by the Loan Market Association (**LMA**), the Loan Syndications and Trading Association (**LSTA**) and the Asia Pacific Loan Market Association (**APLMA**) and the accompanying guidance in force as at the date of this Agreement, as may be updated from time to time.

**Green Asset Criteria** means, at any relevant time:

- (a) the proceeds of the Loan are used for the purpose of financing Green Assets;
- (b) not more than 5% of the aggregate combined annual turnover of the Borrower attributable to the Green Assets (as shown in the then most recent audited annual financial statements of the Borrower delivered pursuant to clause 21.3 (*Financial statements*)) is derived from non-offshore renewable energy activities; and
- (c) the aggregate market value of the Green Assets (as most recently determined by valuations obtained in accordance with clause 28 (*Minimum Security Value*)) is equal to or exceeds the outstanding amount of the Green Loan.

**Green Assets** means Ship A for as long as it falls within "*green project categories*" as defined in the Green Finance Framework.

**Green Finance Framework** means the green finance framework dated December 2023 and prepared by Guarantor A on sustainability reporting.

**Green Finance Second Party Opinion** means the green finance second party opinion dated 1 December 2023 and issued by the External Reviewer as the same may be updated or amended from time to time to confirm, inter alia, the alignment of the Green Finance Framework with the GLP.

**Green Loan** means the outstanding amount of the Loan until a Declassification Event occurs and is continuing.

**Green Loan Compliance Certificate** means a certificate substantially in the form set out in Schedule 10 (*Form of Green Loan Compliance Certificate*) delivered pursuant to clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*).

**Green Loan Compliance Certificate Inaccuracy** has the meaning given to it in clause 21.17 (*Green Loan Compliance Certificate Inaccuracy*).

**Green Loan Information** means all information which has been:

- (a) provided by or on behalf of a Group Member to a Finance Party; or
- (b) approved by any Group Member,

solely in connection with, and to the extent it relates to, any Green Loan Compliance Certificate or any Green Loan Report,

**Green Loan Provisions** means each of paragraph (g) of clause 20.8 (*No misleading information*), clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*) to clause 21.18 (*Green Loan Information*) (inclusive), clause 23.16 (*Declassification Event*) and clause 23.17 (*Green Loan publicity*).

**Green Loan Report** has the meaning given to that term in clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*).

**Group** means Guarantor A and its Subsidiaries for the time being and, for the purposes of clause 21.3 (*Financial statements*) and clause 22 (*Financial covenants*), any other entity required to be treated as a subsidiary in its consolidated accounts in accordance with GAAP and/or any applicable law.

**Group Member** means any Obligor and any other entity which is part of the Group.

**Guarantee** means the obligations of the Guarantors under clause 19 (*Guarantee and indemnity*).

**Guarantor** means an Original Guarantor or an Additional Guarantor which has become a guarantor under this Agreement pursuant to clause 36.5 (*Additional Guarantors*) and **Guarantors** means any or all of them.

**Guarantor A Affiliate** means Guarantor A, each of its Affiliates, any trust of which Guarantor A or any of its Affiliates is a trustee, any partnership of which Guarantor A or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, Guarantor A or any of its Affiliates.

**Headcount Decrease** means any decrease in Guarantor A's total employee headcount in Denmark which would result in it falling below its total employee headcount in Denmark as at 30 June 2024 (being 134 employees) by more than twenty per cent. (20%).

**Hedging Contract** means any Hedging Transaction between the Borrower and any Hedging Provider pursuant to any Hedging Master Agreement and includes any Hedging Master Agreement and any Confirmations from time to time exchanged under it and governed by its terms

relating to that Hedging Transaction and any contract in relation to such a Hedging Transaction constituted and/or evidenced by them and **Hedging Contracts** means together all or any of them.

**Hedging Contract Security** means a deed or other instrument by the Borrower in favour of the Security Agent in the agreed form conferring a Security Interest over any Hedging Contracts.

**Hedging Exposure** means, as at any relevant date and in relation to any Hedging Provider, the aggregate of the amount certified by that Hedging Provider to the Agent to be the net amount in euro;

- (a) in relation to all Hedging Contracts with that Hedging Provider that have been closed out on or prior to the relevant date, that is due and owing by the Borrower to that Hedging Provider in respect of such Hedging Contracts on the relevant date; and
- (b) in relation to all Hedging Contracts with that Hedging Provider that are continuing on the relevant date, that would be payable by the Borrower to that Hedging Provider under (and calculated in accordance with) the early termination provisions of such Hedging Contracts as if an Early Termination Date (under and as defined in the relevant Hedging Master Agreement) had occurred on the relevant date in relation to all such continuing Hedging Contracts.

**Hedging Master Agreement** means each agreement made or (as the context may require) to be made between the Borrower and a Hedging Provider comprising an ISDA Master Agreement and the Schedule thereto in the agreed form and **Hedging Master Agreements** means together all or any of them.

**Hedging Provider** means:

- (a) any Original Hedging Provider; and
- (b) any entity which has become a Party as a Hedging Provider in accordance with clause 35.14 (*Accession of Hedging Providers*)

and **Hedging Providers** means any or all of them.

**Hedging Transaction** has, in relation to any Hedging Master Agreement, the meaning given to the term “Transaction” in that Hedging Master Agreement and **Hedging Transactions** means any or all of them.

**Holding Company** means, in relation to a person, any other person in respect of which it is a Subsidiary.

**IMO Code Claim** means any formal notice of or claim from relevant authorities for a material breach of the ISM Code, the ISPS Code, the Polar Code, SOLAS, MARPOL or the STCW/STCW-F being made against any Obligor or otherwise in connection with a Ship or any actual or threatened withdrawal, suspension, cancellation or modification of the SMC, the ISSC or the DOC or any “major non-conformity”, as such term is defined in the ISM Code.

**Impaired Agent** means the Agent at any time when:

- (a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;
- (b) the Agent otherwise rescinds or repudiates a Finance Document;
- (c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a) or (b) of the definition of Defaulting Lender; or
- (d) an Insolvency Event has occurred and is continuing with respect to the Agent;

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:
  - (A) administrative or technical error; or
  - (B) a Disruption Event; and

payment is made within 3 Business Days of its due date; or

- (ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question

**Increased Costs** has the meaning given to that term in clause 15.1 (*Increased costs*).

**Indemnified Person** means:

- (a) each Finance Party, each of the ECAs, each Receiver, any Delegate and any attorney, agent or other person appointed by them under the Finance Documents;
- (b) each Affiliate of those persons; and
- (c) any officers, directors, employees, advisers, representatives or agents of any of the above persons.

**Initial Bareboat Charter** means, in relation to a Ship, the Bareboat Charter for that Ship the details of which are provided in Schedule 2 (*Ship information*) under the relevant Ship and **Initial Bareboat Charter** means all of them.

**Initial Charter** means, in relation to a Ship, each of the charter commitments for that Ship, details of which are provided in Schedule 2 (*Ship information*) under the relevant Ship and **Initial Charters** means all of them.

**Initial Charterer** means, in relation to a Ship and each of its respective Initial Charters, the charterer under such Initial Charter, whose details are set out in Schedule 2 (*Ship information*) under the relevant Ship.

**Insolvency Event** in relation to an entity means that the entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;
- (e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:

- (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation; or
- (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (f) has exercised in respect of it one or more of the stabilisation powers pursuant to Part 1 of the Banking Act 2009 and/or has instituted against it a bank insolvency proceeding pursuant to Part 2 of the Banking Act 2009 or a bank administration proceeding pursuant to Part 3 of the Banking Act 2009;
- (g) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (h) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d) above);
- (i) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other enforcement action or legal process levied, enforced, taken or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (j) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or
- (k) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

**Insurance Notice** means, in relation to a Ship, a notice of assignment of Insurances in the form scheduled to any of that Ship's General Assignments or Collateral General Assignments (as the case may be) or in another approved form.

**Insurances** means, in relation to a Ship:

- (a) all policies and contracts of insurance; and
- (b) all entries in a protection and indemnity or war risks or other mutual insurance association,

in the name of the relevant Owner or the joint names of the relevant Owner and any other person in respect of or in connection with such Ship and includes all benefits thereof (including the right to receive claims and to return of premiums), but it excludes loss of hire or Earnings insurances.

**Interbank Market** means the European interbank market.

**Interest Period** means, in relation to an Advance, each period determined in accordance with clause 11 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with clause 10.3 (*Default interest*).

**Interpolated Screen Rate** means, in relation to EURIBOR for an Interest Period with respect to any Advance or any part of it or any Unpaid Sum, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:

- (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the relevant Interest Period; and

(b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the relevant Interest Period, each as of 11:00 a.m. (Brussels time) on the relevant Quotation Day.

**Inventory of Hazardous Material** means, in relation to a Ship, a statement of compliance issued by the relevant Classification Society and which includes a list of any and all materials known to be potentially hazardous utilised in the construction of such Ship and which also may be referred to as a List of Hazardous Material.

**Investment Entity** means an entity which purchases shares and/or voting shares in the Collateral Guarantor pursuant to the Potential Investment, notified to the Agent by Guarantor A in writing.

**ITA** means the Income Tax Act 2007.

**JV Bareboat Charter** means, in relation to a Ship, a bareboat charter for such Ship entered into pursuant to the terms of, and defined as such in, clause 25.8(c) (*Chartering*).

**KEXIM** means the Export-Import Bank Of Korea, a special juridical entity duly organized and existing under the laws of the Republic of Korea, whose registered office is located at 38 Eunhaeng-ro, Yeongdeungpo-gu, Seoul, the Republic of Korea 07242, for as long as it is a KEXIM Direct Lender.

**KEXIM Direct Advance** means a borrowing of a part of the Total Commitments by the Borrower up to the Total KEXIM Direct Commitment, which is to be made available or (as the context may require) the outstanding principal amounts of such borrowing.

**KEXIM Direct Commitment** means:

- (a) in relation to the Original KEXIM Direct Lender, the amount set opposite its name under the heading “KEXIM Direct Commitment” in Schedule 1 (*The original parties*) and the amount of any other KEXIM Direct Commitment assigned to it under this Agreement; and
  - (b) in relation to any other KEXIM Direct Lender, the amount of any KEXIM Direct Commitment assigned to it under this Agreement,
- to the extent not cancelled, reduced or assigned by it under this Agreement.

**KEXIM Direct Lender** means:

- (a) any of the Original KEXIM Direct Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a KEXIM Direct Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as KEXIM Direct Lender in accordance with the terms of this Agreement, and **KEXIM Direct Lenders** means all of them.

**KEXIM Direct Margin** means two point five zero per cent. (2.50%) per annum.

**Last Availability Date** means, in relation to each Advance, the earlier of (a) the Utilisation Date, (b) the Delivery Date and (c) the Backstop Date (or such later date as may be approved by all the Lenders and the ECAs).

**Legal Opinion** means any legal opinion delivered to the Agent and the Security Agent under clause 4 (*Conditions of Utilisation*).

**Legal Reservations** means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Act 1980 and the Foreign Limitation Periods Act 1984;
- (c) the possibility that an undertaking to assume liability for, or indemnify a person against, non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (d) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and
- (e) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions.

**Lender** means:

- (a) any of the Original Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as Lender in accordance with the terms of this Agreement, and **Lenders** means all of them.

**Loan** means the loan made or to be made under the Facility or the principal amount outstanding of that loan (and it comprises the Advances).

**Loss Payable Clauses** means, in relation to a Ship, the provisions concerning payment of claims under such Ship's Insurances in the form scheduled to any of the Ship's General Assignments or Collateral General Assignments (as the case may be) or in another approved form.

**Losses** means any costs, expenses (including, but not limited to, legal fees), payments, charges, losses, demands, liabilities, taxes (including VAT), claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.

**Major Casualty** means any casualty to a vessel for which the total insurance claim, inclusive of any deductible, exceeds or may exceed the Major Casualty Amount.

**Major Casualty Amount** means, in relation to a Ship, the amount specified as such against the name of such Ship in Schedule 2 (*Ship information*) or the equivalent in any other currency.

**Majority Lenders** means a Lender or Lenders whose Commitments aggregate more than 66 2/3% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66 2/3% of the Total Commitments immediately prior to the reduction).

**Management Agreement** means, in relation to a Ship, the agreement between the relevant Owner or Bareboat Charterer (as applicable) of such Ship and a Manager relating to the appointment of that Manager in respect of such Ship.

**Manager** means, in relation to a Ship, the Bareboat Charterer of such Ship (including where a separate Management Agreement has been entered into between the relevant Owner and the relevant Bareboat Charterer) from time to time as technical manager and commercial manager of such Ship, or another manager appointed by the relevant Owner or Bareboat Charterer (as applicable) of the relevant Ship as the technical and/or commercial manager of such Ship in accordance with clause 25.4 (*Manager*).



**Manager's Undertaking** means in relation to Ship A, a first priority undertaking by any manager of such Ship (other than where such manager is also the Bareboat Charterer of such Ship and a Guarantor) to the Security Agent in the agreed form, including pursuant to clause 25.4 (*Manager*).

**Mandatory Declassification Event** means a Declassification Event under paragraphs (b) and/or (c) of the definition of Declassification Event.

**Margin** means:

- (a) in relation to the Eksfin Guaranteed Advance, the Eksfin Guaranteed Margin;
- (b) in relation to the EIFO Guaranteed Advance, the EIFO Guaranteed Margin;
- (c) in relation to the KEXIM Direct Advance, the KEXIM Direct Margin; or
- (d) in relation to the Commercial Advance, the Commercial Margin.

**Material Adverse Effect** means a material adverse effect on:

- (a) the operations, property or condition (financial or otherwise) of the Obligors taken as a whole; or
- (b) the ability of an Obligor to perform its obligations under any of the Finance Documents; or
- (c) the legality, validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purporting to be granted pursuant to any of, the Finance Documents or any of the rights or remedies of any Finance Party under any of the Finance Documents.

**Measurement Period** has the meaning given to that term in clause 22.2 (*Financial definitions*).

**Minimum Bareboat Charter Hire** means, in relation to a Ship, its Owner, and a Bareboat Charter relevant to it, an amount which, for the entire tenor of that Bareboat Charter is, in the reasonable opinion of all the Lenders, sufficient:

- (a) to allow the Borrower to pay when they fall due under the Finance Documents all amounts of principal in respect of the Loan, interest thereon, all amounts payable under all Hedging Contracts relating to the Loan, any other amounts relating to the Loan and to pay and/or prepay, or otherwise meet all their obligations when they fall due under, the Ancillary Outstandings; and
- (b) to allow the relevant Owner of such Ship to pay when they fall due any and all costs and expenses (including operating costs and expenses) of the Ship which are for the account of that Owner under the terms of the Bareboat Charter, including any and all maintenance, management, drydocking, insurance, general and administrative costs, expenses, indemnities and any and all other costs, expenses and Taxes of that Owner in connection with its own and the Ship's administration, operation, corporate existence, ownership of assets and taxation (as applicable); and
- (c) to allow for an additional amount of 10% of all the above sums under paragraphs (a) and (b) at any given time as contingency for additional payments which the relevant Owner may have to make,

in each case, as any such amounts may fall due during the entire tenor of that Bareboat Charter or are otherwise connected with that Bareboat Charter and provided that the charter hire under a Bareboat Charter shall not at any time exceed the maximum amount permitted by transfer pricing regulations applicable to the relevant Bareboat Charterer and/or Owner.

In relation to the Collateral Ship only, the terms "Loan", "Hedging Contracts", "Ancillary Outstandings" and "Finance Documents" used in paragraph (a) above shall have the meaning given to such terms in the Collateral Facility Agreement.

**Minimum Value** means, at any time, the amount in euro which is at that time one hundred and forty per cent. (140%) of the amount which is the sum of:

(a) the Loan;

minus

(b) any amount then credited to any Debt Service Reserve Account;

minus

(c) the value of any additional security then held by the Security Agent or any other Finance Party provided pursuant to clause 28.13 (*Security shortfall*) in the form of cash deposit in euros (but always subject to clause 28.14 (*Creation of additional security*)).

**Month** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

(a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in the calendar month in which that period is to end (if there is one) or on the immediately preceding Business Day (if there is not);

(b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period.

**Mortgage** means, in relation to Ship A, a first priority or (as the case may be) first preferred mortgage of such Ship in the agreed form by the Borrower in favour of the Security Agent or any other Finance Party.

**Mortgaged Collateral Ship** means the Collateral Ship at any time it is subject to the Collateral Mortgage and/or whose Earnings, Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

**Mortgage Period** means, in relation to a Mortgaged Ship, the period from the date the Mortgage or Collateral Mortgage, as applicable, over that Ship is executed and registered until the date such Mortgage or Collateral Mortgage, as applicable, is released and discharged or, if earlier, its Total Loss Date.

**Mortgaged Ship A** means, Ship A at any time after it has been delivered to the Borrower under the relevant Building Contract and is subject to the Mortgage and/or whose Earnings, Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

**Mortgaged Ships** means, at any relevant time, Mortgaged Ship A and the Mortgaged Collateral Ship and **Mortgaged Ship** means any of them.

**Mortgages** means the Mortgage and the Collateral Mortgage.

**New Lender** has the meaning given to that term in clause 35 (*Changes to the Lenders*).

**Notifiable Debt Purchase Transaction** has the meaning given to that term in clause 36.3 (*Disenfranchisement of Debt Purchase Transactions entered into by Guarantor A Affiliates*).

**Obligors** means the Borrower, the Guarantors and any Manager (with the exception of any Manager who is not a Group Member), and **Obligor** means any one of them.

**Obligors' Agent** means Guarantor A.

**Onwards Investment** means the purchase, through a single transaction, by an Approved Investor of any of the shares and/or voting shares of the Collateral Guarantor previously acquired by the Investment Entity pursuant to the Potential Investment, subject to the following conditions being met before it is completed:

- (a) such purchase not constituting or resulting in a Change of Control;
- (b) no Event of Default existing at the time of, or would result from, the completion of such purchase;
- (c) satisfactory "know your customers" checks by the Lenders and the ECAs in respect of the Approved Investor;
- (d) where the Onwards Investment results in the Approved Investor acquiring up to thirty two point nine nine per cent. (32.99%) of the shares and/or voting shares in the Collateral Guarantor, the provision of the Collateral Approved Investor Share Security at the cost and expense of the Borrower;
- (e) receipt by the Agent of all the documents and other evidence listed in paragraph 1 of Part 1 (*Initial conditions precedent*) of Schedule 3 (*Conditions precedent*) in relation to the Approved Investor and the Collateral Approved Investor Share Security, each in form and substance satisfactory to the Agent and at the cost and expense of the Borrower;
- (f) receipt by the Agent of a legal opinion of Norton Rose Fulbright LLP on matters of English law and a legal opinion of its advisors in the jurisdiction of the Approved Investor, in each case in relation to the Collateral Approved Investor Share Security and in a form satisfactory to the Agent, at the cost and expense of the Borrower;
- (g) satisfactory due diligence and any other documents to be agreed between the parties as relevant;
- (h) approval of the Approved Investor by EIFO; and
- (i) any other conditions required pursuant to the Collateral Facility Agreement.

**Original Financial Statements** means the audited consolidated financial statements of Guarantor A for its Financial Year ended 31 December 2023.

**Original Jurisdiction** means, in relation to an Obligor, the jurisdiction under whose laws that Obligor is incorporated as at the date of this Agreement or, in the case of an Additional Guarantor, as at the date on which that Additional Guarantor becomes Party.

**Original Obligors** means the Borrower and the Original Guarantors and **Original Obligor** means any of them.

**Original Schedule of Repayment Amounts** means Schedule 6 (*Original Schedule of Repayment Amounts*) to this Agreement.

**Original Security Documents** means:

- (a) the Mortgage;
- (b) the Deed of Covenant if the Mortgage is in account current form and where it is customary to grant a deed of covenant;

- (c) the General Assignments, one by the relevant Owner and each Bareboat Charterer of Ship A;
- (d) the Share Security;
- (e) the Account Security in relation to each Account (other than a Collateral Account);
- (f) the Hedging Contract Security;
- (g) any Subordination Deed;
- (h) any Manager's Undertaking; and
- (i) the Collateral Security (excluding any Collateral Investment Share Security and any Collateral Approved Investor Share Security).

**Owner** means, in relation to a Ship, the person specified against the name of such Ship in Schedule 2 (*Ship information*).

**Participating Member State** means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

**Party** means a party to this Agreement.

**Permitted Distribution** means a dividend or other distribution (in cash or in kind) made by Guarantor A in respect of a prior Financial Year provided that Guarantor A confirms to the Finance Parties by submitting a written certificate signed by its Chief Financial Officer or its Chief Executive Officer, that:

- (a) the dividend or other distribution constitutes no more than 50% of Guarantor A's consolidated net profit for such prior Financial Year, as the same is shown in the then latest Annual Financial Statements (as defined in clause 21 (*Information undertakings*)) for the Measurement Period corresponding to such Financial Year; and
- (b) the financial covenants under clause 22 (*Financial Covenants*) forecasted and calculated on a pro forma basis for the 12 month period starting on the date of the certificate will be complied with.

**Permitted Maritime Liens** means, in relation to any Mortgaged Ship:

- (a) unless a Default is continuing, any ship repairer's or outfitter's possessory lien in respect of the Ship for an amount not exceeding the Major Casualty Amount for such Ship;
- (b) any lien on the Ship for master's, officer's or crew's wages outstanding in the ordinary course of its trading;
- (c) any lien for master's disbursements incurred in the ordinary course of trading;
- (d) any lien on the Ship for salvage; and
- (e) any liens arising on the Ship by operation of law in the ordinary course of trading provided they secure obligations not more than 30 days overdue.

**Permitted Security Interests** means, in relation to any Mortgaged Ship, any Security Interest over it which is:

- (a) granted by the Finance Documents; or

- (b) granted by the Collateral Finance Documents; or
- (c) a Permitted Maritime Lien; or
- (d) approved by the Majority Lenders (whether under a Coordination Agreement or otherwise).

**Poseidon Principles** means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization from time to time.

**Potential Investment** means the purchase, through a single transaction, of up to forty-nine point nine nine per cent. (49.99%) of the shares and/or voting shares of the Collateral Guarantor by the Investment Entity, subject to the following conditions being met before it is completed:

- (a) such purchase not constituting or resulting in a Change of Control;
- (b) no Event of Default existing at the time of, or would result from, the completion of such purchase;
- (c) satisfactory “know your customers” checks by the Lenders and the ECAs in respect of the Investment Entity;
- (d) where the Potential Investment results in the Investment Entity acquiring up to thirty two point nine nine per cent. (32.99%) of the shares and/or voting shares in the Collateral Guarantor, the provision of the Collateral Investment Share Security at the cost and expense of the Borrower;
- (e) receipt by the Agent of all the documents and other evidence listed in paragraph 1 of Part 1 (*Initial conditions precedent*) of Schedule 3 (*Conditions precedent*) in relation to the Investment Entity and the Collateral Investment Share Security, each in form and substance satisfactory to the Agent and at the cost and expense of the Borrower;
- (f) receipt by the Agent of a legal opinion of Norton Rose Fulbright LLP on matters of English law and a legal opinion of its advisors in the jurisdiction of the Investment Entity, in each case in relation to the Collateral Investment Share Security and in a form satisfactory to the Agent, at the cost and expense of the Borrower;
- (g) satisfactory due diligence and any other documents to be agreed between the parties as relevant;
- (h) approval of the Investment Entity by EIFO; and
- (i) any other conditions required pursuant to the Collateral Facility Agreement.

**Pre-placement Hedging Transactions** means a Hedging Transaction for the provision to the Borrower (or to its order) of an amount in USD (in exchange for not less than fifty per cent. (50%) of the Loan (in euro) to be utilised on the Utilisation Date), whether by way of currency swap or foreign exchange collar transaction, required for pre-placement with the Builder’s Bank pursuant to clause 5.5 (*Pre-placement of Advances*), and, where there is a cancellation of the Total Commitments pursuant to clause 5.5(h) (*Pre-placement of Advances*), a Hedging Transaction for the subsequent provision of the relevant euro amount (in exchange for USD) to the Borrower (or to its order) required to repay the Lenders in accordance with clause 5.5(h) (*Pre-placement of Advances*), and **Pre-placement Hedging Transaction** shall mean any of them.

**QPP Certificate** has the meaning given to it in clause 14 (*Tax gross up and indemnities*).

**QPP Lender** has the meaning given to it in clause 14 (*Tax gross up and indemnities*).

**Qualifying Lender** has the meaning given to that term in clause 14 (*Tax gross up and indemnities*).

**Quasi-Security** has the meaning given to that term in clause 31.2 (General negative pledge).

**Quiet Enjoyment Agreement** means, in relation to a Ship, a letter by the Security Agent addressed to, and acknowledged by, a charterer of that Ship (other than a Bareboat Charterer) in the agreed form.

**Quotation Day** means, in relation to any period for which an interest rate is to be determined, two TARGET Days before the first day of that period unless market practice in the Interbank Market differs, in which case the Quotation Day shall be determined by the Agent in accordance with market practice in the Interbank Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days).

**Receiver** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property appointed under any Security Document.

**Reference Bank Quotation** means any quotation supplied to the Agent by a Reference Bank under any Finance Document.

**Reference Bank Rate** means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks:

- (a) (other than where paragraph (b) below applies) as the rate at which the relevant Reference Bank believes one prime bank is quoting to another prime bank for interbank term deposits in euro within the Participating Member States for the relevant period; or
- (b) if different, as the rate (if any and applied to the relevant Reference Bank and the relevant period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator.

**Reference Banks** means, in relation to EURIBOR, such entities as may be appointed by the Agent in consultation with the Borrower.

**Reformed Basel III** means the agreements contained in “Basel III: Finalising post-crisis reforms” published by the Basel Committee on Banking Supervision in December 2017, as amended, supplemented or restated.

**Registry** means, in relation to each Ship, such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the relevant Ship, the relevant Owner’s title to such Ship and the Mortgage or Collateral Mortgage, as applicable, and (if applicable) the Deed of Covenant or Collateral Deed of Covenant, as applicable, under the laws of its Flag State.

**Related Fund** in relation to a fund (the **first fund**), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

**Relevant Jurisdiction** means, in relation to an Obligor:

- (a) its Original Jurisdiction;
- (b) any jurisdiction where any Charged Property owned by it is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) any jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

**Repayment Date** means, subject to clause 45.7 (*Business Days*) and in respect of each Advance:

- (a) the First Repayment Date;
- (b) each of the dates falling at intervals of three Months thereafter up to but not including the Final Repayment Date; and
- (c) the Final Repayment Date.

**Repeating Representations** means each of the representations set out in clauses 20.2 (*Status*) to 20.7 (*Governing law and enforcement*), 20.8(b) and 20.8(e) (*No misleading information*), 20.9(a) to 20.9(c) (*Original Financial Statements*), 20.10 (*Pari passu ranking*), 20.11 (*Ranking and effectiveness of security*), 20.22 (*Anti-bribery, anti-corruption and anti-money laundering laws*) and 20.23 (*Security and Financial Indebtedness*).

**Replacement Schedule of Repayment Amounts** means any replacement Schedule of Repayment Amounts calculated by the Agent in accordance with clause 7 (*Repayment*).

**Requisition Compensation** means, in relation to a Ship, any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of such Ship.

**Resolution Authority** means any body which has authority to exercise any Write-down and Conversion Powers.

**Restricted Party** means a person that is:

- (a) listed on any Sanctions List or targeted by Sanctions (whether designated by name or by reason of being included in a class of person); or
- (b) located in or incorporated under the laws of any Sanctioned Country;
- (c) directly or indirectly owned or controlled by, or acting on behalf, at the direction, or for the benefit, of a person referred to in paragraphs (a) and/or (to the extent relevant under Sanctions) (b) above; or
- (d) otherwise, or will become with the expiry of any period of time, subject to Sanctions.

**Sanctioned Country** means a country or territory whose government is the target of, or that is subject to, comprehensive, country-wide or territory-wide Sanctions (including, as at the date of this Agreement, Cuba, Syria, Iran, North Korea and Crimea as well as the Donetsk, Luhansk, Zaporizhzhia and Kherson regions of Ukraine).

**Sanctions** means any applicable (to any Obligor, Group Member, each of their directors, officers and employees and/or Finance Party as the context provides) laws, regulations or orders concerning any trade, economic or financial sanctions or embargoes or other restrictive measures enacted or enforced by a Sanctions Authority.

**Sanctions Advisory** means the sanctions advisory for the Maritime Industry, Energy and Metals Sectors, and Related Communities issued May 14, 2020 by the US Department of the Treasury, Department of State and Coast Guard, as may be amended or supplemented, and any similar future advisory.

**Sanctions Authority** means the Norwegian State, the United Nations, the European Union, each of the present or future member states of the European Union, each of the present and future member states of the European Economic Area, the United Kingdom, the United States of America, the Republic of Korea and the respective governmental institutions and agencies of the foregoing, including, but not limited to, His Majesty's Treasury (**HMT**), the Office of Foreign Assets Control of the US Department of Treasury (**OFAC**), the United States Department of State, and any of their respective legislative, executive, enforcement and/or regulatory authorities or bodies

acting in connection with Sanctions and any governmental authority with jurisdiction over an Obligor.

**Sanctions List** means:

- (a) the lists of Sanctions designations and/or targets maintained by any Sanctions Authority;
- (b) any other Sanctions designation or target listed and/or adopted by a Sanctions Authority, in all cases, as amended, supplemented or replaced from time to time; and/or
- (c) any similar list maintained by, or any public announcement of Sanctions designation made by, any Sanctions Authority.

**Scheduled Delivery Date** means the date referred to in Schedule 2 (*Ship information*) under Ship A, being the estimated date for Delivery of Ship A under the relevant Building Contract as at the date of this Agreement.

**Schedule of Repayments Amounts** means the Original Schedule of Repayment Amounts or, as the case may be, a Replacement Schedule of Repayment Amounts.

**Screen Rate** means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Borrower and the Lenders.

**Secured Obligations** means all indebtedness and obligations at any time of any Obligor to any Finance Party (whether for its own account or as agent or trustee for itself and/or other Finance Parties) under, or related to, the Finance Documents and the Ancillary Documents.

**Security Agent** includes any person as may be appointed as such under the Finance Documents and includes any separate trustee or co-trustee appointment under clause 38.8 (*Additional trustees*).

**Security Documents** means:

- (a) the Original Security Documents;
- (b) any Collateral Investment Share Security;
- (c) any Collateral Approved Investor Share Security; and
- (d) any other document (other than the ECA Policies) as may be executed to guarantee and/or secure any amounts owing to the Finance Parties under this Agreement or any other Finance Document.

**Security Interest** means a mortgage, charge, pledge, lien, assignment, trust, hypothecation or other security interest of any kind securing any obligation of any person or any other agreement or arrangement having a similar effect.

**Security Property** means:

- (a) the Transaction Security expressed to be granted in favour of the Security Agent as trustee for the Finance Parties and all proceeds of that Transaction Security;
- (b) all obligations expressed to be undertaken by any Obligor to pay amounts in respect of the Secured Obligations to the Security Agent as trustee for the Finance Parties and secured



by the Transaction Security together with all representations and warranties expressed to be given by an Obligor in favour of the Security Agent as trustee for the Finance Parties; and

- (c) any other amounts or property, whether rights, entitlements, choses in action or otherwise, actual or contingent, which the Security Agent is required by the terms of the Finance Documents to hold as trustee on trust for the Finance Parties.

**Security Value** means, at any time, the amount in euro which, at that time, is the aggregate of:

- (a) the value of Mortgaged Ship A (or, if less, the maximum amount capable of being secured by the Mortgage) provided that such Ship has not then become a Total Loss; and
- (b) the value of any additional security then held by the Security Agent or any other Finance Party provided under clause 28 (*Minimum security value*),

in each case as most recently determined in accordance with this Agreement (but excluding the value of any additional security then held by the Security Agent or any other Finance Party provided pursuant to clause 28.13 (*Security shortfall*) in the form of cash deposits in euro).

**Selection Notice** means a notice substantially in the form set out in Schedule 5 (*Selection Notice*) given in accordance with clause 11 (*Interest Periods*).

**Share Security** means, in relation to the Borrower, the document constituting a first Security Interest by the person(s) described as its shareholder(s) in Schedule 1 (*The original parties*) in favour of the Security Agent or any other Finance Party in the agreed form in respect of all of the shares in the Borrower.

**Ship A** means the ship described as such in Schedule 2 (*Ship information*).

**Ship A Collateral Security** means the 'Collateral Security' as such term is defined in the Collateral Facility Agreement.

**Ship Representations** means each of the representations and warranties set out in clauses 20.35 (*Ship status*) and 20.36 (*Ship's employment*).

**Ships** means Ship A and the Collateral Ship, and **Ship** means any or all of them.

**Social Claim** means any claim or proceeding by any person or company or any formal notice with respect to any investigation by relevant public authorities having been commenced against any Obligor or a Ship in respect of (i) any material breach of or material non-conformity with any Social Law or (ii) any material breach of or material non-conformity with or revocation or suspension of a social approval.

**Social Incident** means:

- (a) an incident or accident related to a Ship or any Obligor:
  - (i) resulting in death or serious or multiple injury; or
  - (ii) which may, following completion of proper investigation by any relevant labour authority, result into fines or sanctions from labour authorities; or
- (b) a significant community or worker related grievance or protest related to a Ship or any Obligor.

**Social Law** means any applicable law, regulation, convention or treaty or any other executive or legislative measure or act having the force of law in any jurisdiction where any Obligor conducts business and which relates to human health and safety, labour (and/or the conditions of the workplace) or human rights issues.

**Statement of Compliance** means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

**Subordination Deed** means, in respect of any Financial Indebtedness owing from the Borrower to any other Group Member, a first priority subordination deed in an agreed form between (inter alios) the Security Agent and the lender and borrower of the relevant Financial Indebtedness providing (inter alia) that:

- (a) such Financial Indebtedness is in all respects subject and subordinate to all amounts owing to the Finance Parties under the Finance Documents; and
- (b) if and for as long as an Event of Default is continuing, the lender of such Financial Indebtedness will not be entitled to demand payment or make any claim in respect of the same, whether for principal, interest or any other amounts in connection with the same;
- (c) such Financial Indebtedness, all contracts and agreements in which it is documented and all rights of the lenders of such Financial Indebtedness arising from such contracts or agreements or in connection with such Financial Indebtedness are assigned and/or pledged in favour of the Security Agent; and
- (d) the lender of such Financial Indebtedness owing by the Borrower will procure and agree to the full release, discharge and forgiveness of such Financial Indebtedness if any Finance Party has exercised any remedies or rights (or attempted to do so) under any Share Security over the shares in the Borrower.

**Subsidiary** of a person means any other person:

- (a) directly or indirectly controlled by such person; or
- (b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than fifty per cent. (50%),

and a person is a “**wholly-owned Subsidiary**” of another person if it has no members except that other person and that other person’s wholly-owned Subsidiaries or persons acting on behalf of that other person or its wholly-owned Subsidiaries.

**Swire Pacific** means Swire Pacific Limited of 33/F, One Pacific Place, 88 Queensway, the HKSAR, the People’s Republic of China and its Subsidiaries from time to time.

**T2** means the real time gross settlement system operated by the Eurosystem, or any successor system.

**TARGET Day** means any day on which T2 is open for the settlement of payments in euro.

**Tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and **Taxation** shall be construed accordingly.

**Testing Date** has the meaning given to that term in clause 22.2 (*Financial definitions*).

**Total Commercial Commitments** means the aggregate of the Commercial Commitments, being EUR 63,639,776.26 at the date of this Agreement.

**Total Commitments** means the aggregate of the Total Eksfin Guaranteed Commitments, the Total EIFO Guaranteed Commitments, the Total KEXIM Direct Commitments and the Total Commercial Commitments, being EUR 212,132,587.53 at the date of this Agreement.

**Total EIFO Guaranteed Commitments** means the aggregate of the EIFO Guaranteed Commitments, being EUR 70,645,990.16 at the date of this Agreement.

**Total Eksfin Guaranteed Commitments** means the aggregate of the Eksfin Guaranteed Commitments, being EUR 21,894,418.44 at the date of this Agreement.

**Total KEXIM Direct Commitments** means the aggregate of the KEXIM Direct Commitments, being EUR 55,952,402.67 at the date of this Agreement.

**Total Loss** means, in relation to a vessel, its:

- (a) actual, constructive, compromised, agreed or arranged total loss; or
- (b) requisition for title, confiscation or other compulsory acquisition by a government entity; or
- (c) hijacking, piracy, theft, condemnation, capture, seizure, arrest or detention for more than 90 days.

**Total Loss Date** means, in relation to the Total Loss of a vessel:

- (a) in the case of an actual total loss, the date it happened or, if such date is not known, the date on which the vessel was last reported;
- (b) in the case of a constructive, compromised, agreed or arranged total loss, the earliest of:
  - (i) the date notice of abandonment of the vessel is given to its insurers; or
  - (ii) if the insurers do not admit such a claim, the date later determined by a competent court of law to have been the date on which the total loss happened; or
  - (iii) the date upon which a binding agreement as to such compromised or arranged total loss has been entered into by the vessel's insurers;
- (c) in the case of a requisition for title, confiscation or compulsory acquisition, the date it happened; and
- (d) in the case of hijacking, piracy, theft, condemnation, capture, seizure, arrest or detention, the date 90 days after the date upon which it happened.

**Total Loss Repayment Date** means, where Mortgaged Ship A has become a Total Loss after its Delivery, the earlier of:

- (a) the date 180 days after its Total Loss Date; and
- (b) the date upon which insurance proceeds or Requisition Compensation for such Total Loss are paid by insurers or the relevant government entity.

**Transaction Document** means:

- (a) each Building Contract Document;
- (b) each Bareboat Charter for a Ship;
- (c) each Charter Document for a Ship; and
- (d) each of the Finance Documents.

**Transaction Security** means the Security Interests created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents.

**Transfer Certificate** means a certificate substantially in the form set out in Schedule 8 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrower.

**Transfer Date** means, in relation to an assignment pursuant to a Transfer Certificate, the later of:

- (a) the proposed Transfer Date specified in the Transfer Certificate; and
- (b) the date on which the Agent executes the Transfer Certificate.

**Treasury Transaction** means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

**UK Bail-In Legislation** means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

**Unpaid Sum** means any sum due and payable but unpaid by an Obligor under the Finance Documents.

**US** means the United States of America.

**Utilisation** means the making of the Advances.

**Utilisation Date** means the date on which the Utilisation is to be made.

**Utilisation Request** means a notice substantially in the form set out in Schedule 4 (*Utilisation Request*).

**VAT** means:

- (a) any value added tax imposed by the Value Added Tax Act 1994;
- (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (c) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above, or imposed elsewhere.

**Voluntary Declassification Event** means a Declassification Event under paragraph (a) of the definition of Declassification Event.

**Write-down and Conversion Powers** means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;
- (b) in relation to any UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and
- (c) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:
  - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate

of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

- (ii) any similar or analogous powers under that Bail-In Legislation.

## 1.2 Construction

- (a) Unless a contrary indication appears, a reference in any of the Finance Documents to:
  - (i) Sections, clauses and Schedules are to be construed as references to the Sections and clauses of, and the Schedules to, the relevant Finance Document and references to a Finance Document include its Schedules;
  - (ii) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as it may from time to time be amended, restated, novated or replaced, however fundamentally;
  - (iii) words importing the plural shall include the singular and vice versa;
  - (iv) a time of day are to Central European time (CET);
  - (v) any person includes its successors in title, permitted assignees or transferees;
  - (vi) the knowledge, awareness and/or beliefs (and similar expressions) of any Obligor shall be construed so as to mean the knowledge, awareness and beliefs of the director and officers of such Obligor, having made due and careful enquiry;
  - (vii) two or more persons are **acting in concert** if pursuant to an agreement or understanding (whether formal or informal) they actively co-operate, through the acquisition (directly or indirectly) of shares, partnership interest or units or limited liability company interest in an entity by any of them, either directly or indirectly, to obtain or consolidate control of that entity;
  - (viii) a document **in agreed form** means:
    - (A) where a Finance Document has already been executed by all of the relevant parties to it, such Finance Document in its executed form;
    - (B) prior to the execution of a Finance Document, the form of such Finance Document separately agreed in writing between the Agent and the Borrower as the form in which that Finance Document is to be executed or another form approved at the request of the Borrower or, if not so agreed or approved, is in the form specified by the Agent;
  - (ix) **approved by the Majority Lenders** or **approved by the Lenders** means approved in writing by the Agent acting on the instructions of the Majority Lenders or, as the case may be, all of the Lenders (on such conditions as they may respectively impose) and otherwise **approved** means approved in writing by the Agent acting on the instructions of the Majority Lenders (on such conditions as the Agent (acting on the instructions of the Majority Lenders) may impose) and **approval** and **approve** shall be construed accordingly;
  - (x) **assets** includes present and future properties, revenues and rights of every description;

- (xi) an **authorisation** means any authorisation, consent, concession, approval, resolution, licence, exemption, filing, notarisation or registration;
- (xii) **charter commitment** means, in relation to a vessel, any charter or other contract for the use, employment or operation of that vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any contract of affreightment or any contract for services relating to that vessel and any agreement for pooling or sharing income derived from any such charter or other contract;
- (xiii) **control** of an entity means:
- (A) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
- (1) cast, or control the casting of, more than fifty per cent. (50%) of the maximum number of votes that might be cast at a general meeting of that entity; or
- (2) appoint or remove all, or the majority, of the directors or other equivalent officers of that entity; or
- (3) give directions with respect to the operating and financial policies of that entity with which the directors or other equivalent officers of that entity are obliged to comply; and/or
- (B) the holding beneficially of more than fifty per cent. (50%) of the issued share capital of that entity (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital) (and, for this purpose, any Security Interest over share capital shall be disregarded in determining the beneficial ownership of such share capital),
- and **controlled** shall be construed accordingly;
- (xiv) a Lender's **cost of funds** in relation to its participation in an Advance is a reference to the average cost (determined either on an actual or a notional basis) which that Lender would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in that Advance for a period equal in length to the relevant Interest Period;
- (xv) the term **disposal** or **dispose** means a sale, transfer or other disposal (including by way of lease or loan but not including by way of loan of money) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time, but not the creation of a Security Interest;
- (xvi) the **equivalent** of an amount specified in a particular currency (the **specified currency amount**) shall be construed as a reference to the amount of the other relevant currency which can be purchased with the specified currency amount in the London foreign exchange market at or about 11.00 a.m. on the date the calculation falls to be made for spot delivery, as conclusively determined by the Agent (with the relevant exchange rate of any such purchase being the **Agent's spot rate of exchange**);
- (xvii) a **government entity** means any government, state or agency of a state;
- (xviii) a **group of Lenders** or a **group of Finance Parties** includes all the Lenders or (as the case may be) all the Finance Parties;
- (xix) a **guarantee** means (other than in clause 19 (*Guarantee and indemnity*)) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any

obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

- (xx) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (xxi) an **obligation** means any duty, obligation or liability of any kind;
  - (xxii) something being in the **ordinary course of business** of a person means something that is in the ordinary course of that person's current day-to-day operational business (and not merely anything which that person is entitled to do under its Constitutional Documents);
  - (xxiii) **pay, prepay or repay** in clause 31 (*Business restrictions*) includes by way of set-off, combination of accounts or otherwise;
  - (xxiv) a **person** includes any individual, firm, company, corporation, government entity or any association, trust, joint venture, consortium, partner ship or other entity (whether or not having separate legal personality);
  - (xxv) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and, in relation to any Lender, includes (without limitation) any Basel Regulation which is applicable to that Lender;
  - (xxvi) **right** means any right, privilege, power or remedy, any proprietary interest in any asset and any other interest or remedy of any kind, whether actual or contingent, present or future, arising under contract or law, or in equity;
  - (xxvii) **trustee, fiduciary and fiduciary duty** has in each case the meaning given to such term under applicable law;
  - (xxviii)(i) the **liquidation, winding up, dissolution, or administration** of person or (ii) a **receiver or administrative receiver or administrator** in the context of insolvency proceedings or security enforcement actions in respect of a person shall be construed so as to include any equivalent or analogous proceedings or any equivalent and analogous person or appointee (respectively) under the law of the jurisdiction in which such person is established or incorporated or any jurisdiction in which such person carries on business including (in respect of proceedings) the seeking or occurrences of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors; and
  - (xxix) a provision of law is a reference to that provision as amended or re-enacted from time to time.
- (b) The determination of the extent to which a rate is **“for a period equal in length”** to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
  - (c) Where in this Agreement a provision includes a monetary reference level in one currency, unless a contrary indication appears, such reference level is intended to apply equally to its equivalent in other currencies as of the relevant time for the purposes of applying such reference level to any other currencies.
  - (d) Section, clause and Schedule headings are for ease of reference only.

- (e) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
- (f) The Borrower providing **cash cover** for an Ancillary Facility means the Borrower paying an amount in the currency of the Ancillary Facility to an account and the following conditions being met:
  - (i) either:
    - (A) the account is in the name of the Borrower and is with the Ancillary Lender for which that cash cover is to be provided and, until no amount is or may be outstanding under that Ancillary Facility, withdrawals from the account may only be made to pay the relevant Finance Party amounts due and payable to it under this Agreement in respect of that Ancillary Facility; or
    - (B) the account is in the name of the Ancillary Lender for which that cash cover is to be provided; and
  - (ii) the Borrower has executed documentation in form and substance satisfactory to the Finance Party for which that cash cover is to be provided, creating a first ranking security interest or other collateral arrangement, in respect of the amount of that cash cover.
- (g) A Default (other than an Event of Default) is continuing if it has not been remedied (if capable of being remedied) or waived and an Event of Default is continuing if it has not been waived.
- (h) Unless a contrary indication appears, in the event of any inconsistency between the terms of this Agreement and the terms of any other Finance Document when dealing with the same or similar subject matter, the terms of this Agreement shall prevail.
- (i) The Borrower **repaying** or **prepaying** Ancillary Outstandings means:
  - (i) the Borrower providing cash cover in respect of the Ancillary Outstandings;
  - (ii) the maximum amount payable under the Ancillary Facility being reduced or cancelled in accordance with its terms; or
  - (iii) the Ancillary Lender being satisfied that it has no further liability under that Ancillary Facility,and the amount by which Ancillary Outstandings are, repaid or prepaid under paragraphs (i) and (ii) above is the amount of the relevant cash cover, reduction or cancellation.
- (j) An amount borrowed includes any amount utilised under an Ancillary Facility.

### 1.3 Currency symbols and definitions

- (a) **€**, **EUR** and **euro** denote the lawful currency of the Participating Member States.
- (b) **dollar**, **\$** and **USD** mean the lawful currency of the United States of America;



#### 1.4 Third party rights

- (a) Except for a provision expressed to be in favour of any ECA, rights expressed to be for the benefit of or exercisable by any ECA under a Finance Document or, unless expressly provided to the contrary in a Finance Document, a provision expressed to be for the benefit of a Finance Party or another Indemnified Person, a person who is not a party to a Finance Document has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of the relevant Finance Document.
- (b) Any Finance Document may be rescinded or varied by the parties to it without the consent of any person who is not a party to it (unless otherwise provided by this Agreement, including in respect of an ECA and without prejudice to the provisions of the ECA Policies).
- (c) An Indemnified Person who is not a party to a Finance Document may only enforce its rights under that Finance Document through a Finance Party and if and to the extent and in such manner as the Finance Party may determine.
- (d) Each party agrees that (i) neither ECA shall have any obligations or liabilities under this Agreement unless and until it becomes a Lender in accordance with the terms of this Agreement and (ii) this Agreement may not be amended to limit, modify or eliminate any rights of any ECA without its prior written consent.

#### 1.5 Finance Documents

Where any other Finance Document provides that this clause 1.5 shall apply to that Finance Document, any other provision of this Agreement which, by its terms, purports to apply to all or any of the Finance Documents and/or any Obligor shall apply to that Finance Document as if set out in it but with all necessary changes.

#### 1.6 Conflict of documents

- (a) The terms of the Finance Documents (other than any Coordination Agreement and other than as relates to the creation and/or perfection of security) are subject to the terms of this Agreement and, in the event of any conflict between any provision of this Agreement and any provision of any Finance Document (other than any Coordination Agreement and other than in relation to the creation and/or perfection of security) the provisions of this Agreement shall prevail.
- (b) The terms of the Finance Documents are subject to the terms of the Coordination Agreements and, in the event of any conflict between any provision of any Finance Documents and any provision of a Coordination Agreement, the relevant provision of the Coordination Agreement shall prevail.
- (c) In case of any conflict between any provision of a Finance Document and an ECA Policy, the provisions of the relevant ECA Policy shall, as between the Finance Parties and the relevant ECA, prevail, and to the extent of such conflict or inconsistency, none of the Finance Parties shall assert to the relevant ECA the terms of the relevant Finance Documents.

#### 1.7 Independence of the Finance Documents

Each Obligor acknowledges that its obligations under the Finance Documents:

- (a) are independent and separate from the Building Contract for Ship A and any other document or agreement (other than any Finance Document);
- (b) are not subject to, or dependent upon, the execution or performance by the relevant Builder or any other person of its obligations under the Building Contract for Ship A or any other document, contract or arrangement related to it; and

- (c) will not be affected or discharged by:
  - (i) any matter affecting the relevant Builder or any other person or the Building Contract for Ship A or any other document, contract or arrangement related to them;
  - (ii) non-performance, breach, frustration or invalidity of, or the destruction, non-completion or non-functioning of any of the goods and services to be supplied, or rendered, under, the Building Contract for Ship A or any other document, contract or arrangement related to it;
  - (iii) any dispute under the Building Contract for Ship A or any other document, contract or arrangement related to it, or any claim which the Borrower, the relevant Builder or any other person may have against, or consider that it has against or any other person under or in relation to the Building Contract for Ship A or any other document, contract or arrangement related to it;
  - (iv) any administration, bankruptcy, insolvency, liquidation or similar proceedings commenced against the relevant Builder or any other person party to any export contract, or being applicable to any transactions contemplated thereunder, or any exporter or any other person party to the Building Contract for Ship A or any transactions contemplated thereunder being insolvent; or
  - (v) any unenforceability, illegality or invalidity of any obligation of the relevant Builder or any other person under the Building Contract for Ship A or any other document, contract or arrangement related thereto.

#### 1.8 Instructions of the ECAs

- (a) The Parties acknowledge and agree that, in accordance with the terms of any ECA Policy, the relevant ECA may, at any time, instruct any relevant ECA Guaranteed Lender (whether directly or by notice to the ECA Agent) to suspend or to cease to perform any or all of its obligations under this Agreement or any other Finance Document. That ECA Guaranteed Lender will be required to comply with any such instruction. Each Party agrees that it will not hold any ECA Guaranteed Lender responsible for complying with any such instruction.
- (b) Each Obligor acknowledges and agrees that:
  - (i) an ECA Guaranteed Lender may be required to exercise, or to refrain from exercising, its rights, powers, authorities and discretions under, and performing its obligations under, or in connection with, the Finance Documents, in accordance with any instructions given to it by the relevant ECA (through the ECA Agent or otherwise) in accordance with the provisions of the relevant ECA Policy; and
  - (ii) an ECA Guaranteed Lender will not be acting or making any determination unreasonably if such action or such determination is made in accordance with any relevant ECA Policy or any instructions given to it by the relevant ECA (through the ECA Agent or otherwise) in accordance with the provisions of any relevant ECA Policy.

#### 1.9 Sanctions — Restricted Lender

- (a) In relation to:
  - (i) KfW IPEX-Bank GmbH; and
  - (ii) each other Lender that notifies the Agent to this effect,

(each a **Restricted Lender**), clause 20.34 (*Sanctions*), clause 23.13 (*Sanctions*), paragraphs (b), (c) or (d) of clause 26.16 (*Lawful use*), clause 33.3(c) (*Financial covenants; ECA Cover; Sanctions*) (together, the **Sanctions Provisions**) shall only apply for the

benefit of that Restricted Lender to the extent that the Sanction Provisions would not result in any violation of, conflict with or liability under:

- (A) Council Regulation (EC) 2271/1996; or
- (B) section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) (in connection with section 4 paragraph 1 no.3 of the German Foreign Trade Act (*Außenwirtschaftsgesetz*)); or
- (C) any similar applicable anti-boycott law or regulation imposed by the European Union or any of its member states,

in each case protecting against the effects of the extra-territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom (together, the **Anti-Boycott Regulations**). For the avoidance of doubt, Sanctions imposed by the Security Council of the United Nations, the European Union and/or any of its member states shall be deemed not to result in any violation of the Anti-Boycott Regulations.

- (b) A Restricted Lender must notify the Agent (each such notice, an **Exclusion Notice**) if the Commitments, Ancillary Commitments and/or consent and/or approval, as applicable, of that Restricted Lender shall be excluded in connection with any actual or potential amendment, waiver, determination or direction relating to any part of a Sanction Provision of which such Restricted Lender does not have the benefit pursuant to paragraph (a) above for the purpose of determining whether the consent and/or approval of the Majority Lenders (or, as the case may be, all the Lenders or a specific group of Lenders or such other relevant Lender) has been obtained or whether the determination or direction by the Majority Lenders (or, as the case may be, all the Lenders or a specific group of Lenders or such other relevant Lender) has been made. Absent an Exclusion Notice by a Restricted Lender the Agent is not permitted to exclude that Restricted Lender for the purpose of determining whether the consent and/or approval of the Majority Lenders (or, as the case may be, all the Lenders or a specific group of Lenders or such other relevant Lender) has been obtained or whether the determination or direction by the Majority Lenders (or, as the case may be, all the Lenders or such other relevant Lender) has been made.

## Section 2 - The Facility

### 2 The Facility

#### 2.1 The Facility

Subject to the terms of this Agreement, the Lenders make available to the Borrower a term loan facility in an aggregate amount equal to the Total Commitments.

#### 2.2 Finance Parties' rights and obligations

- (a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any Advance (or any relevant part of it) or any other amount owed by an Obligor which relates to a Finance Party's participation in the Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.
- (c) A Finance Party may, except as specifically provided in the Finance Documents (including clause 43 (*Finance Parties acting together*)), separately enforce its rights under or in connection with the Finance Documents.

#### 2.3 Obligors' Agent

- (a) Each Obligor (other than Guarantor A) by its execution of this Agreement or an Accession Deed irrevocably appoints Guarantor A (acting through one or more authorised signatories) to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:
  - (i) Guarantor A on its behalf to supply all information concerning itself contemplated by this Agreement to the Finance Parties and to give all notices and instructions (including, in the case of the Borrower, Utilisation Requests), to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor notwithstanding that they may affect the Obligor, without further reference to or the consent of that Obligor; and
  - (ii) each Finance Party to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to Guarantor A,

and in each case the Obligor shall be bound as though the Obligor itself had given the notices and instructions (including, without limitation, any Utilisation Requests) or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

- (b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under any Finance Document on behalf of another Obligor or in connection with any Finance Document (whether or not known to any other Obligor and whether occurring before or after such other Obligor became an Obligor under any Finance Document) shall be binding for all purposes on that Obligor as if that Obligor had expressly

made, given or concurred with it. In the event of any conflict between any notices or other communications of the Obligors' Agent and any other Obligor, those of the Obligors' Agent shall prevail.

### **3 Purpose**

#### **3.1 Purpose**

The Borrower shall apply all amounts borrowed under the Facility in accordance with this clause 3.

#### **3.2 Use on Delivery**

Subject to the terms of this Agreement, the Lenders shall make available to the Borrower the Facility in an aggregate amount up to the Total Commitments for the purpose of:

- (a) assisting the relevant Owner to finance the part of the Contract Price of Ship A falling due on its Delivery by paying the same to the relevant Builder; and
- (b) the refinancing of amounts already paid by the relevant Owner under the Building Contract for Ship A.

#### **3.3 Monitoring**

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

### **4 Conditions of Utilisation**

#### **4.1 Initial conditions precedent**

The Borrower (or Guarantor A on its behalf) may not deliver a Utilisation Request unless the Agent, or its duly authorised representative, has received all of the documents and other evidence listed in Part 1 (*Initial conditions precedent*) of Schedule 3 (*Conditions precedent*) in form and substance satisfactory to the Agent.

#### **4.2 Conditions precedent on Delivery**

The Advances may only be borrowed under this Agreement if, on or before the Utilisation:

- (a) if delivery of the Collateral Ship by the relevant Builder to the Collateral Guarantor under the relevant Building Contract has not occurred at the time, the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Part 2 (*Conditions precedent on Delivery (Ship A)*) of Schedule 3 (*Conditions precedent*) in form and substance satisfactory to the Agent; and
- (b) if delivery of the Collateral Ship by the relevant Builder to the Collateral Guarantor under the relevant Building Contract has occurred at the time, the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Part 2 (*Conditions precedent on Delivery (Ship A)*) and Part 3 (*Conditions precedent on Delivery (Collateral Ship)*) of Schedule 3 (*Conditions precedent*) in form and substance satisfactory to the Agent.

#### **4.3 Further conditions precedent**

The Lenders will only be obliged to comply with clause 5.4 (*Lenders' participation*) if:

- (a) on the date of each Utilisation Request and on the proposed Utilisation Date, no Default is continuing or would result from the proposed Utilisation;

- (b) on the date of each Utilisation Request and on the proposed Utilisation Date, no ECA Mandatory Prepayment Event has occurred or would result from the proposed Utilisation;
- (c) in relation to each Utilisation, on the date of the Utilisation Request and on the proposed Utilisation Date, all of the representations set out in clause 20 (*Representations*) (except the Ship Representations and the representations set out in clauses 20.14 (*No filing or stamp taxes*) to 20.17 (*Other Tax matters*) and clause 20.28 (*No adverse consequences*)) are true in all material respects;
- (d) no events, facts, conditions or circumstances shall exist or have arisen or occurred (and neither the Agent nor any Lender shall have become aware of other events, facts, conditions or circumstances not previously known to it), which the Agent (acting on the instructions of the Majority Lenders) shall determine, have had or could reasonably be expected to have, a Material Adverse Effect;
- (e) where the proposed Utilisation Date is to be the first day of the Mortgage Period for a Ship, the Ship Representations for such Ship are true on the proposed Utilisation Date; and
- (f) neither the Agent nor the ECA Agent have received any notice from any ECA requesting the Lenders or any other Finance Party to suspend the Utilisation of the Facility, and the ECA Agent is satisfied that each ECA Policy:
  - (i) is in full force and effect; and
  - (ii) provides cover, in accordance with its terms, in respect of the relevant ECA Advance and related interest, for the percentage of political and commercial risks expected by the Lenders.

#### **4.4 Conditions subsequent**

- (a) Where paragraph 4.2(a) above applies, the Borrower shall, immediately upon the delivery of the Collateral Ship by the relevant Builder to the Collateral Guarantor under the relevant Building Contract, deliver to the Agent all of the documents and evidence listed in Part 3 (*Conditions precedent on Delivery (Collateral Ship)*) of Schedule 3 (*Conditions precedent*), in form and substance satisfactory to the Agent.
- (b) The Borrower shall, as soon as practicable after the date of this Agreement and in any event within the time period stated in Part 5 (*Conditions subsequent*) of Schedule 3 (*Conditions precedent*), deliver to the Agent all of the documents and evidence listed in Part 5 (*Conditions subsequent*) of Schedule 3 (*Conditions precedent*), in form and substance satisfactory to the Agent.

#### **4.5 Waiver of conditions precedent**

The conditions in this clause 4 are inserted solely for the benefit of the Finance Parties and may be waived on their behalf in whole or in part and with or without conditions by the Agent acting on the instructions of the Majority Lenders, KEXIM and the ECAs.

#### **4.6 Notification regarding Advances**

The Agent shall deliver to the ECA Agent and the ECA Agent shall deliver to each ECA (with a copy to the Lenders):

- (a) promptly and in any event not less than 5 Business Days before a proposed Utilisation Date:
  - (i) notice of receipt of a Utilisation Request;
  - (ii) details of each Lender's participation in the relevant ECA Advance; and
  - (iii) the proposed Utilisation Date.

- (b) as soon as reasonably practicable after being notified of the same and instructed by the Majority Lenders (through the Agent), written notice of any circumstances that will lead to a claim under, or enforcement of, any ECA Policy and any event that may prejudice the rights of a Lender under this Agreement or any ECA Policy;
- (c) as soon as reasonably practicable after being notified of the same and instructed by the Majority Lenders (through the Agent), written notice of the occurrence of any Default; and
- (d) no later than 30 days from (and including) the Utilisation Date, a copy of the Schedule of Repayment Amounts for each ECA Advance provided pursuant to clause 7.2(d) (*Scheduled repayment of Facility*).

## Section 3 - Utilisation

### 5 Utilisation

#### 5.1 Delivery of a Utilisation Request

The Borrower (or Guarantor A on its behalf) may utilise the Facility by delivery to the Agent of a duly completed Utilisation Request covering each of the Advances not later than 10:00 a.m. (Paris time) five Business Days before the proposed Utilisation Date (or such later date before the proposed Utilisation Date as may be approved by all the Lenders).

#### 5.2 Completion of a Utilisation Request

- (a) A Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
  - (i) the proposed Utilisation Date is a Business Day falling not later than the Last Availability Date;
  - (ii) the currency and amounts of the Utilisation comply with clause 5.3 (*Currency and amount*);
  - (iii) the proposed Interest Period complies with clause 11 (*Interest Periods*); and
  - (iv) it identifies the purpose for the Utilisation and that purpose complies with clause 3 (*Purpose*).
- (b) Only one Utilisation Request covering all Advances may be made in respect of the Facility and the Facility may only be borrowed in a single amount.

#### 5.3 Currency and amount

- (a) The currency specified in the Utilisation Request must be euro but the Borrower (or Guarantor A on its behalf) may request that, forthwith upon the Utilisation and before disbursement by the Agent, the Advances or part thereof be converted from euro to USD by the Agent at the Agent's spot rate of exchange and the Agent agrees to do so in respect of any such request for up to fifty per cent. (50%) of the Loan to be utilised.
  - (b) The total amount available and advanced under the Facility shall not exceed the lower of:
    - (i) the Total Commitments;
    - (ii) the amount in euro which is equal to 69.80% of the Contract Price (in euro where so denominated and for such part of the Contract Price denominated in other currencies, the equivalent in euro of such part denominated in such other currencies, which conversion shall take place on such basis acceptable to the Majority Lenders, KEXIM and the ECAs); and
    - (iii) the amount in euro which is 65% of the market value of Ship A in euro as shown by the valuation made pursuant to Part 2 (*Conditions precedent on Delivery (Ship A)*) of Schedule 3 (*Conditions precedent*).
  - (c) Subject to the limitations of paragraph (b) above, the amount advanced under each Eksfin Guaranteed Advance, the EIFO Guaranteed Advance, the KEXIM Direct Advance and the Commercial Advance on Utilisation shall be equal to the proportion of the amount of the Loan to be advanced borne by the Total Eksfin Guaranteed Commitments, the Total EIFO Guaranteed Commitments, the Total KEXIM Direct Commitments or the Total Commercial Commitments (as applicable) to the Total Commitments immediately prior to the Utilisation.
-



- (d) The amount of an ECA Advance shall however not exceed the level of cover provided for principal pursuant to the ECA Policy for such Advance.

#### 5.4 Lenders' participation

- (a) If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Advance available by 11:00 am (CET time) on the Utilisation Date through its Facility Office.
- (b) The amount of each Lender's participation in each of the Eksfin Guaranteed Advance, the EIFO Guaranteed Advance, the KEXIM Direct Advance and the Commercial Advance will be equal to the proportion of the relevant Advance borne by its Eksfin Guaranteed Commitment, EIFO Guaranteed Commitment, KEXIM Direct Commitment or Commercial Commitment (as applicable) to the Total Eksfin Guaranteed Commitments, Total EIFO Guaranteed Commitments, Total KEXIM Direct Commitments or Total Commercial Commitments, respectively, prior to making the relevant Advance.
- (c) The Agent shall promptly notify each Lender of the amount of each Advance and the amount of its participation in the relevant Advance, in each case by 11:00 a.m. (CET time) on the date falling two Business Days before the relevant Quotation Day.
- (d) The Agent shall pay all amounts received by it in respect of each Advance (and its own participation in it, if any) to the Borrower or its account or the Builder, in each case in accordance with the instructions contained in the Utilisation Request.

#### 5.5 Pre-placement of Advances

- (a) Notwithstanding that the Borrower may have not yet satisfied all of the conditions precedent set out in Schedule 3 (*Conditions precedent*), in order to facilitate compliance by the Borrower with the Building Contract for Ship A, and provided that:
  - (i) the Borrower (or Guarantor A on its behalf) has submitted the Utilisation Request in accordance with this clause 5;
  - (ii) the Borrower has satisfied the conditions precedent set out in Part 1 (*Initial conditions precedent*) of Schedule 3 (*Conditions precedent*) and in paragraphs 1, 2(d), 8, 9(a) to (f), 10, 12 to 18 and 19 of Part 2 (*Conditions precedent on delivery (Ship A)*) of Schedule 3 (*Conditions precedent*); and
  - (iii) in the reasonable opinion of the Agent the Borrower is reasonably likely to satisfy all remaining and outstanding conditions precedent set out in Part 2 (*Conditions precedent on delivery (Ship A)*) and, if applicable, Part 3 (*Conditions precedent on delivery (Collateral Ship)*) of Schedule 3 (*Conditions precedent*) by the Utilisation Date and in any event on or before the Release (as defined in paragraph (c) below),

the Lenders shall, subject to the other terms and conditions of this clause 5.5 and the other provisions of this Agreement, make the Advances available on the date specified in the Utilisation Request, being a date not earlier than three Business Days prior to the expected Delivery Date, to facilitate the deposit of the final instalment (or the relevant part thereof) of the Contract Price in accordance with the relevant Building Contract with a bank required by the relevant Builder and at all times acceptable to all the Lenders (acting reasonably) (the **Builder's Bank**).

- (b) In recognition of the fact that the Utilisation shall be made for multiple purposes, any amount of the Utilisation in excess of the amount of the Pre-placed Advances (as defined in paragraph (c) below) (the **Retained Portion**) shall be retained by the Agent (but shall still be treated as having been drawn down by the Borrower on the Utilisation Date) and shall only be released to the Borrower at the same time as the Release (as defined in paragraph (c) below) in accordance with the terms of this Agreement.

- (c) Such part of the Advances to be applied towards payment of the final instalment (or the relevant part thereof) of the Contract Price due under the relevant Building Contract on Delivery (the **Pre-placed Advances**) shall (subject to the other provisions of this Agreement) be remitted by the Agent to the Builder's Bank in USD as a cash deposit (the **Remitted Amount**) in the Agent's name, provided that the Agent has received the same USD amount pursuant to (i) the relevant Pre-placement Hedging Transaction and/or (ii) any conversion of any part of the euro amount received by the Agent pursuant to clause 5.4(a) (*Lenders' participation*) to USD pursuant to clause 5.3(a) (*Currency and amount*), on condition that it will be held by the Builder's Bank to the order of the Agent for release by the Agent to the relevant Builder (a **Release**) and only subject to such irrevocable instructions addressed from the Agent to the Builder's Bank as are acceptable to the Agent (**Irrevocable Instructions**).
- (d) Any such Irrevocable Instructions in relation to the Remitted Amount shall in any event provide (inter alia) that the Remitted Amount shall be returned to the Agent within seven Business Days if not released to the Builder or its order. The Finance Parties and the Obligors hereby agree that the Remitted Amount shall not be released to the relevant Builder or to its order, and the Agent (and the authorised representatives of the Agent specified in the Irrevocable Instructions) shall not release or agree to release (whether by countersigning the "Protocol of Delivery and Acceptance" in respect of Ship A or otherwise) the Remitted Amount to the relevant Builder or its order, unless and until:
- (i) the "Protocol of Delivery and Acceptance" in respect of Ship A has been signed, dated and timed by the relevant Builder and the Borrower; and
  - (ii) the Agent is satisfied that all the conditions precedent set out in Part 1 (*Initial conditions precedent*) of Schedule 3 (*Conditions precedent*), Part 2 (*Conditions precedent on Delivery (Ship A)*) of Schedule 3 (*Conditions precedent*) and in clause 4.3 (*Further conditions precedent*), have been (or will be concurrently with such release) satisfied in full or otherwise waived in accordance with the provisions of this Agreement.
- (e) The Borrower hereby irrevocably and unconditionally undertakes that it shall not give any instructions to the Builder's Bank in respect of the Remitted Amount that are inconsistent with any Irrevocable Instructions in respect of the Remitted Amount.
- (f) The Borrower shall immediately rewire the Remitted Amount to the Agent, on the date on which the Builder's Bank is required to return the moneys funded by the Remitted Amount to the Agent in accordance with the Irrevocable Instructions (and regardless of whether the Builder's Bank has then carried out such instructions), provided that any moneys (including interest, if any) actually returned to the Agent from the Builder's Bank shall be applied by the Agent in satisfaction of such obligation of the Borrower.
- (g) In case of application of this clause 5.5 in respect of the Pre-placed Advances and the Retained Portion, the euro amount of the Pre-placed Advances and the Retained Portion made available by the Agent shall accrue interest in accordance with the terms of clause 10.1 (*Calculation of interest*) from the Utilisation Date and such interest shall, unless paid together with a repayment pursuant to paragraph 5.5(h) below, be payable at the end of the first Interest Period for the Advances (together with any other interest payable on such date).
- (h) The Retained Portion and any Remitted Amount rewired under clause 5.5(f) shall, subject to the other terms of this Agreement, be held by the Agent for a maximum period of 30 days from the date of the first rewiring of funds under clause 5.5(f) (the **Holding Period**) and, during such period, be available to be advanced or readvanced, as applicable, to the Borrower where Delivery has been delayed, in (again) assisting the Borrower to satisfy its obligations under the relevant Building Contract, provided that no more than one rewiring of funds under clause 5.5(f) in respect of the Remitted Amount shall have occurred previously. In the event that a second rewiring of funds under clause 5.5(f) is made or required or if the Remitted Amount is not readvanced in accordance with the terms of this paragraph (h) by the end of the Holding Period, the Remitted Amount shall no longer be available to be

readvanced to the Borrower, the Total Commitments shall be cancelled and the full amount of the Pre-placed Advances and the Retained Portion shall be repaid to the Agent (in the case of the Pre-Placed Advances, converted into euro at the Borrower's cost and expense, whether by way of a Pre-placement Hedging Transaction or otherwise) for the account of the Lenders.

## **6 Ancillary Facilities**

### **6.1 Type of Facility**

- (a) An Ancillary Facility may be by way of a guarantee, bonding, documentary or stand-by letter of credit facility, in connection with the business of the Group and which is agreed by Guarantor A with an Ancillary Lender.
- (b) The Lenders shall have the right of first refusal to enter into any a guarantee, bonding, documentary or stand-by letter of credit facility (through Ancillary Facilities) for which any Group Member is considering to enter into such facility for the purpose of procuring the issuance of guarantees, bonds, letters of credit in relation to the trading of Ship A and/or otherwise in connection with this Facility.

### **6.2 Availability**

- (a) An Ancillary Facility shall not be made available unless, not later than five Business Days prior to the Ancillary Commencement Date for an Ancillary Facility, the Agent has received from the Borrower (or Guarantor A on its behalf):
  - (i) a notice in writing of the establishment of an Ancillary Facility and specifying:
    - (A) that the Borrower will be the obligor that may use the Ancillary Facility;
    - (B) the proposed Ancillary Commencement Date and expiry date of the Ancillary Facility;
    - (C) the proposed Ancillary Lender (being a Lender);
    - (D) the proposed Ancillary Commitment and the maximum amount of the Ancillary Facility; and
    - (E) the proposed currency of the Ancillary Facility (if not denominated in euro); and
  - (ii) any other information which the Agent may reasonably request in connection with the Ancillary Facility.
- (b) The Agent shall promptly notify the Ancillary Lender and the other Lenders of the establishment of an Ancillary Facility.
- (c) Subject to compliance with paragraph (a) above:
  - (i) the Lender concerned will be the Ancillary Lender in respect of the relevant Ancillary Facility; and
  - (ii) the Ancillary Facility will be available,  
with effect from the date agreed by the Borrower and the Ancillary Lender.

### 6.3 Terms of Ancillary Facilities

- (a) Except as provided below, the terms of any Ancillary Facility will be those agreed by the Ancillary Lender and the Borrower.
- (b) Those terms:
  - (i) must be based upon normal commercial terms at that time (except as varied by this Agreement);
  - (ii) may allow only the Borrower to use the Ancillary Facility;
  - (iii) may not allow the Ancillary Outstandings for that Ancillary Facility to exceed the Ancillary Commitment for that Ancillary Facility;
  - (iv) must require that the Ancillary Commitment for that Ancillary Facility is reduced to zero, and that all Ancillary Outstandings for the same are repaid not later than the Final Repayment Date (or such earlier date as the Commitment of the relevant Ancillary Lender (or its Affiliate) is reduced to zero).
- (c) If there is any inconsistency between any term of an Ancillary Facility and any term of this Agreement, this Agreement shall prevail except for:
  - (i) clause 48.3 (*Day count convention*) which shall not prevail for the purposes of calculating fees, interest or commission relating to an Ancillary Facility;
  - (ii) an Ancillary Facility comprising more than one account where the terms of the Ancillary Documents shall prevail; and
  - (iii) where the relevant term of this Agreement would be contrary to, or inconsistent with, the law governing the relevant Ancillary Document, in which case that term of this Agreement shall not prevail.
- (d) Interest, commission and fees on Ancillary Facilities are dealt with in clause 13.5 (*Interest, commission and fees on Ancillary Facilities*).

### 6.4 Repayment of Ancillary Facility

- (a) An Ancillary Facility shall cease to be available on the Final Repayment Date or such earlier date on which its expiry date occurs or on which it is cancelled in accordance with the terms of this Agreement.
- (b) If an Ancillary Facility expires in accordance with its terms, the Ancillary Commitment of the Ancillary Lender shall be reduced to zero and all Ancillary Outstandings shall be repaid in full.
- (c) No Ancillary Lender may demand repayment or prepayment of the Ancillary Outstandings of the relevant Ancillary Facility prior to the expiry date of the relevant Ancillary Facility unless:
  - (i) the Total Commitments have been cancelled in full or all outstanding Advances under the Facility have become due and payable in accordance with the terms of this Agreement; or
  - (ii) it becomes unlawful in any applicable jurisdiction for the Ancillary Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in its Ancillary Facility.

**6.5 Limitation on Ancillary Outstandings**

The Borrower shall procure the Ancillary Outstandings under any Ancillary Facility shall not exceed the Ancillary Commitment applicable to that Ancillary Facility.

**6.6 Information**

The Borrower and each Ancillary Lender shall, promptly upon request by the Agent, supply the Agent with any information relating to the operation of an Ancillary Facility (including the relevant Ancillary Outstandings) as the Agent may reasonably request from time to time. The Borrower consents to all such information being released to the Agent, the other Finance Parties and the ECAs.

**6.7 Amendments and Waivers — Ancillary Facilities**

No amendment or waiver of a term of any Ancillary Facility shall require the consent of any Finance Party other than the relevant Ancillary Lender unless such amendment or waiver itself relates to or gives rise to a matter which would require an amendment of or under this Agreement (including, for the avoidance of doubt, under this clause 6). In such a case, clause 51 (*Amendments and Waivers*) will apply.

## Section 4 - Repayment, Prepayment and Cancellation

### 7 Repayment

#### 7.1 Repayment

- (a) The Borrower shall on each Repayment Date for an Advance repay such part of such Advance as is required to be repaid on that Repayment Date by clause 7.2 (*Scheduled repayment of Facility*).
- (b) Subject to clause 5.5(h) (*Pre-placement of Advances*), the Borrower may not reborrow any part of the Facility which has been repaid.

#### 7.2 Scheduled repayment of Facility

- (a) To the extent not previously reduced, each Advance shall be repaid by instalments on each Repayment Date by the amount specified in Schedule 6 (*Original Schedule of Repayment Amounts*) (as revised by clause 7.3 (*Adjustment of scheduled repayments*)).
- (b) On the Final Repayment Date (without prejudice to any other provision of this Agreement) the Total Commitments shall be reduced to zero and the Advances shall be repaid in full.
- (c) If, on the Utilisation Date, the Loan is less than the Total Commitments, the Agent shall prepare a Replacement Schedule of Repayment Amounts as soon as possible, however no later than ten (10) Business Days following that Utilisation Date reflecting the actual amount of the Loan and Advances and such Replacement Schedule of Repayment Amounts shall (in the absence of manifest error) replace the Original Schedule of Repayment Amounts and shall be the Schedule of Repayment Amounts for the Loan and Advances for all purposes of this Agreement. The Agent shall notify all other Parties of such recalculation and provide to them a copy of the Replacement Schedule of Repayment Amounts.
- (d) The Borrower shall sign one copy of the relevant Schedule of Repayment Amounts referred to in paragraph (a) or, as the case may be, (c), above and deliver it to the Agent on or prior to the date falling 15 Business Days following the Utilisation Date. The Agent will sign such Schedule of Repayment Amounts on behalf of the relevant Lenders.

#### 7.3 Adjustment of scheduled repayments

If the Commitments relating to an Advance have been partially reduced under this Agreement and/or any part of the relevant Advance is prepaid (other than under clause 7.2 (*Scheduled repayment of Facility*)) before any Repayment Date in respect of any Advance, then the amount of the instalment by which the relevant Advance shall be repaid under clause 7.2 (*Scheduled repayment of Facility*) on any such Repayment Date for that Advance (as reduced by any earlier operation of this clause 7.3) shall be reduced pro rata to such reduction in the Commitments relating to such Advance and/or the prepayment of the relevant Advance.

### 8 Illegality, prepayment and cancellation

#### 8.1 Illegality

If, in any applicable jurisdiction, it becomes unlawful or contrary to Sanctions for a Lender to perform any of its obligations as contemplated by this Agreement or any of the other Finance Documents, or for any Lender to fund or maintain its participation in any Advance or it becomes unlawful or contrary to Sanctions for any Affiliate of a Lender for that Lender to do so:

- (a) that Lender shall promptly notify the Agent upon becoming aware of that event;
- (b) upon the Agent notifying the Borrower, the Available Commitment of that Lender will be immediately cancelled and the Total Commitments shall be reduced correspondingly; and

- (c) to the extent that the Lender's participation has not been assigned pursuant to clause 8.7 (*Replacement of Lender*), the Borrower shall repay that Lender's participation in the Advances on the last day of the Interest Period for the Advances occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participation repaid.

## **8.2 Change of control**

- (a) The Borrower (or Guarantor A on its behalf) shall promptly notify the Agent upon any Obligor becoming aware of a Change of Control occurring.
- (b) If a Change of Control occurs (without the consent of all the Lenders and each ECA):
  - (i) a Lender shall not be obliged to fund an Advance; and
  - (ii) unless all the Lenders and each ECA provide their consent to such Change of Control within 90 Business Days of the Borrower (or Guarantor A on its behalf) notifying the Agent of the Change of Control, the Agent shall, at any time after the end of such 90 Business Day period and by not less than 45 prior days' notice to the Borrower, cancel all the Commitments and declare the Loan together with accrued interest, fees and all other sums payable under this Agreement and any other Finance Document under or in connection with the Loan immediately due and payable and the Loan together with accrued interest, fees and all other sums payable under this Agreement and any other Finance Document under or in connection with the Loan shall be immediately due and payable at the end of such 45 day notice period.

## **8.3 Voluntary cancellation**

- (a) The Borrower may, if they give the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, cancel the whole or any part (being a minimum amount of €1,000,000 and a multiple of €100,000) of the Loan which is undrawn at the proposed date of cancellation, such cancellation being applied to all the Commitments relating to all Advances pro rata.
- (b) Any cancellation under this clause 8.3 shall reduce the Total Commitments by the same amount and the Commitments relating to all Advances rateably and the Commitments of the Lenders relating to the same Advance rateably.

## **8.4 Voluntary prepayment**

The Borrower may, if they give the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, prepay the whole or any part of the Loan (but if in part, being an amount that reduces the amount of the Loan by a minimum amount of €1,000,000 and is a multiple of €100,000), on the last day of an Interest Period in respect of the amount to be prepaid (or any other date subject to payment of any Break Costs), such prepayment being applied pro rata across each of the Advances and for each Advance, pro rata across each of the instalments for that Advance (namely, as provided in clause 7.3 (*Adjustment of scheduled repayments*)).

## **8.5 Right of cancellation and prepayment in relation to a single Lender**

- (a) If:
  - (i) any sum payable to any Lender by an Obligor is required to be increased under clause 14.2 (*Tax gross-up*); or

- (ii) any Lender claims indemnification from the Borrower under clause 14.3 (*Tax indemnity*) or clause 15.1 (*Increased costs*),

the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, give the Agent notice of cancellation of the Commitment of that Lender and their intention to procure the repayment of that Lender's participation in the Loan.

- (b) On receipt of a notice referred to in paragraph (a) above, the Available Commitment of that Lender shall immediately be reduced to zero and the Total Commitments shall be reduced correspondingly. The Agent shall as soon as practicable after receipt of a notice referred to in clause 8.5(a) above, notify all the Lenders.
- (c) On the last day of each Interest Period which ends after the Borrower has given notice under paragraph (a) above in relation to a Lender (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender's participation in the Loan together with all interest and other amounts accrued under the Finance Documents which is then owing to it and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participations repaid.

#### **8.6 Right of cancellation in relation to a Defaulting Lender**

- (a) If any Lender becomes a Defaulting Lender, the Borrower may, at any time whilst the Lender continues to be a Defaulting Lender give the Agent 10 Business Days' notice of cancellation of the Available Commitment of that Lender.
- (b) On such notice becoming effective, the Available Commitment of the Defaulting Lender shall immediately be reduced to zero and the Total Commitments shall be reduced correspondingly and the Agent shall as soon as practicable after receipt of such notice, notify all the Lenders.

#### **8.7 Replacement of Lender**

- (a) If:
  - (i) any Lender becomes a Non-Consenting Lender (as defined in paragraph (d) below); or
  - (ii) the Borrower becomes obliged to repay any amount in accordance with clause 8.1 (*Illegality*) to any Lender; or
  - (iii) any of the circumstances set out in paragraph (a) of clause 8.5 (*Right of cancellation and prepayment in relation to a single Lender*) apply to a Lender,

the Borrower may, on 10 Business Days' prior notice to the Agent and that Lender, replace such Lender by requiring such Lender to assign (and, to the extent permitted by law, such Lender shall assign) pursuant to clause 35 (*Changes to the Lenders*) all (and not part only) of its rights under this Agreement (and any Security Document to which such Lender is a party in its capacity as a Lender) to an Eligible Institution (a **Replacement Lender**) which confirms its willingness to assume and does assume all the obligations of the assigning Lender in accordance with clause 35 (*Changes to the Lenders*) for a purchase price in cash payable at the time of the assignment in an amount equal to the aggregate of:

- (A) the outstanding principal amount of such Lender's participation in each Advance;
- (B) all accrued interest owing to such Lender;



- (C) the Break Costs which would have been payable to such Lender pursuant to clause 12.6 (*Break Costs*) had the Borrower prepaid in full that Lender's participation in each Advance on the date of the assignment; and
  - (D) all other amounts payable to that Lender under the Finance Documents on the date of the assignment.
- (b) The replacement of a Lender pursuant to this clause 8.7 shall be subject to the following conditions:
- (i) the Borrower shall have no right to replace the Agent or the Security Agent;
  - (ii) neither the Agent nor any Lender shall have any obligation to find a Replacement Lender;
  - (iii) in the event of a replacement of a Non-Consenting Lender such replacement must take place no later than 30 Business Days after the date on which that Lender is deemed a Non-Consenting Lender;
  - (iv) in no event shall the Lender replaced under this clause 8.7 be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents;
  - (v) the new Lender shall be approved by the ECAs and be substituted in each ECA Policy by way of endorsement to each ECA Policy;
  - (vi) the Lender shall only be obliged to assign its rights pursuant to paragraph (a) above once each of such Lender and the Agent are satisfied that each has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that assignment; and
  - (vii) the Borrower shall procure that if the Lender replaced is also a Hedging Provider, no such replacement will take place unless the replaced Lender uses reasonable endeavours to procure that the Replacement Lender at the same time enters into an agreement with that Hedging Provider (who is also the replaced Lender) pursuant to which that Hedging Provider, at the same time as the replacement of the relevant Lender becomes effective, assigns and transfers to such Replacement Lender (in its capacity as Hedging Provider) all of its rights and obligations under all Hedging Contracts and the Hedging Master Agreement to which it is a party, pursuant to the provisions of paragraph (c) of clause 35.2 (*Borrower consultation; ECA Approval; Hedging Providers*).
- (c) Each of the Lender and the Agent shall perform the checks described in paragraph (b)(vi) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and the relevant Lender shall notify the Agent when it is satisfied (and the Agent shall notify the Borrower when each of that Lender and the Agent is satisfied) that it has complied with those checks.
- (d) In the event that:
- (i) the Borrower or the Agent (at the request of the Borrower) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Finance Documents;
  - (ii) the consent, waiver or amendment in question requires the approval of all the Lenders;
  - (iii) all information requested by the Lenders has been provided by the Borrower to the Lenders to enable them to assess the consent, waiver or amendment in question; and

(iv) the Majority Lenders have consented or agreed to such waiver or amendment,

then any Lender who does not and continues not to consent or agree to such waiver or amendment shall, after being provided reasonably sufficient time to consider and process the consent, waiver or amendment in question (and in any event, not less than 10 Business Days from the date on which paragraph (iii) above has been complied with) be deemed a **Non-Consenting Lender**.

#### **8.8 Sale or Total Loss**

On the Disposal Repayment Date the Borrower shall prepay the Loan in full and the Total Commitments shall be reduced to zero.

#### **8.9 Automatic cancellation**

The unutilised Commitment (if any) of each Lender in relation to each Advance shall be automatically cancelled at close of business in Paris on the Last Availability Date.

#### **8.10 ECA Policy**

If at any time during the Facility Period:

- (a) any of the obligations of an ECA under all or part of the relevant ECA Policy is terminated, cancelled, becomes invalid, unenforceable or otherwise ceases to be in full force and effect; or
- (b) it becomes unlawful or impossible for an ECA to fulfil any of the obligations expressed to be assumed by it in the relevant ECA Policy or for the Agent or the ECA Agent or an ECA Guaranteed Lender to exercise the rights or any of them vested in it under an ECA Policy; or
- (c) an ECA has stated its intention to, repudiate, terminate, cancel or suspend the application of all or part of the relevant ECA Policy,

(each an **ECA Mandatory Prepayment Event**) then as of the time such ECA Mandatory Prepayment Event occurs:

- (i) no Lender shall be obliged to fund any Advance;
- (ii) the Commitments shall be automatically cancelled; and
- (iii) the Loan together with accrued interest, fees and all other sums payable under this Agreement and any other Finance Document under or in connection with the Loan shall be immediately due and payable.

#### **8.11 Release**

- (a) Following a full prepayment of the Loan:
  - (i) under clause 8.4 (*Voluntary Prepayment*); or
  - (ii) under clause 8.8 (*Sale or Total Loss*),

and further subject to:

- (A) the concurrent prepayment by the Obligors of all the Ancillary Outstandings as required by any Ancillary Lender pursuant to the terms of any Ancillary Document (as evidenced to the Agent in a manner satisfactory to it by written confirmation of the relevant Ancillary Lenders);

(B) the concurrent prepayment and/or settlement by the Obligors of all amounts under any Hedging Contract and the closing out of such Hedging Transactions by the Obligors as required by any Hedging Provider pursuant to the terms of any Hedging Contract and clause 32.3 (*Unwinding of Hedging Contracts*) (as evidenced to the Agent in a manner satisfactory to it by written confirmation of the relevant Hedging Providers); and

(C) the concurrent prepayment by the Obligors of all other amounts owing pursuant to the Finance Documents,

then the Finance Parties agree to release the Mortgage, the Collateral Mortgage and the other security over or in respect of the Mortgaged Ships pursuant to a deed of release in such form acceptable to the Majority Lenders, after such prepayment and at the cost and expense of the Borrower, provided that no Event of Default exists at the time of or would result from such release.

(b) Following the occurrence of:

(i) a Potential Investment which results in the Investment Entity acquiring between thirty-three per cent. (33%) and forty-nine point nine nine per cent. (49.99%) of the shares and/or voting shares in the Collateral Guarantor (but always subject to clause 8.2 (*Change of control*)); or

(ii) the issuance of shares and/or voting shares of the Collateral Guarantor to the Investment Entity or the Approved Investor in accordance with clause 31.10 (*Increase in capital*) which results in the Investment Entity or the Approved Investor, as the case may be, acquiring between thirty-three per cent. (33%) and forty-nine point nine nine per cent. (49.99%) of the shares and/or voting shares in the Collateral Guarantor (but always subject to clause 8.2 (*Change of control*)); or

(iii) the sale of the Collateral Ship pursuant to clause 25.3(c) (*Sale or other disposal of Ship*),

in each case in accordance with the terms of this Agreement and subject to the concurrent release by the Collateral Security Agent of the Ship A Collateral Security and provided that:

(A) no Event of Default exists at the time of or would result from such releases; and

(B) in the case of paragraphs (b)(i) and (b)(ii) above, EIFO has confirmed in writing to the Agent its approval of such releases,

the Finance Parties agree to:

(1) release the Collateral Mortgage and all other Collateral Security pursuant to a deed of release in such form acceptable to the Majority Lenders;

(2) release the Collateral Guarantor from all its obligations under the Finance Documents at which point the Collateral Guarantor shall cease to be Party to this Agreement (in all capacities); and

(3) the Collateral Guarantor being deemed to be excluded from the definition of “Change of Control”,

in each case at the cost and expense of the Borrower.

#### **8.12 Mandatory prepayment — Environmental and Social Incidents and Claims**

If a Corrective Action Plan is requested pursuant to clause 23.12 (*Environmental matters*), and:

- (a) such Corrective Action Plan is not provided to the satisfaction of the Agent, the Lenders, the ECA Agent and the ECAs within sixty (60) days after (i) the occurrence of the relevant Environmental Incident, Environmental Claim, Social Incident, Social Claim or IMO Code Claim, or (ii) the Borrower's discovery of such Environmental Incident, Environmental Claim, Social Incident, Social Claim or IMO Code Claim, or (iii) such later date as may be agreed between the Parties; or
- (b) the requirements and deadlines as set out in the Corrective Action Plan are not diligently and timely pursued in the reasonable opinion of the Agent, the Lenders, the ECA Agent and the ECAs,

the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrower, with effect from a date specified in that notice which is at least thirty (30) days after the giving of the notice, cancel the Available Commitments and declare the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents, immediately due and payable on such date, whereupon with effect from such date each of the Available Commitments will be immediately cancelled, the Facility shall immediately cease to be available for further utilisation and the Loan and all such accrued interest and other amounts shall become immediately due and payable on such date.

## **9 Restrictions**

### **9.1 Notices of cancellation and prepayment**

Any notice of cancellation or prepayment given by any Party under clause 8 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment. If any such cancellation or prepayment relates to a particular Advance, any such notice shall also specify the relevant Advance.

### **9.2 Interest and other amounts**

Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.

### **9.3 Reborrowing**

The Borrower may not re-borrow any part of the Facility which is prepaid or repaid (except as otherwise permitted by clause 5.5(h) (*Pre-placement of Advances*)).

### **9.4 Prepayment in accordance with Agreement**

The Borrower shall not repay or prepay all or any part of the Loan or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

### **9.5 No reinstatement of Commitments**

No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

### **9.6 Agent's receipt of notices**

If the Agent receives a notice under clause 8 it shall promptly forward a copy of that notice to either the Borrower or the affected Lender, as appropriate.

**9.7 Effect of repayment and prepayment on Commitments**

If all or part of any Lender's participation in the Loan is repaid or prepaid, an amount of that Lender's Commitment equal to the amount of the participation which is repaid or prepaid will be deemed to be cancelled on the date of repayment or prepayment.

**9.8 Application of cancellations**

If the Total Commitments are partially reduced and/or the Loan is partially prepaid under this Agreement (other than under clause 8.1 (*Illegality*) and clause 8.5 (*Right of cancellation and prepayment in relation to a single Lender*)), the Commitments relating to all Advances shall be reduced ratably and the Commitments of the Lenders relating to the same Advance shall be reduced ratably.

**9.9 Application of prepayments**

- (a) Any prepayment required as a result of a cancellation in full of an individual Lender's Commitment under clause 8.1 (*Illegality*) or clause 8.5 (*Right of cancellation and prepayment in relation to a single Lender*) shall be applied in prepaying the relevant Lender's participation in each of the Advances.
- (b) Any other partial prepayment of one or more Advances shall be applied pro rata to the participation of all the Lenders in the relevant Advance or Advances.

**9.10 Reduction in hedging exposure on prepayment**

Any prepayment under this Agreement shall be made together with payment to any Hedging Provider of any amount falling due to the relevant Hedging Provider under a Hedging Contract as a result of the termination or close out of that Hedging Contract or any Hedging Transaction, in full or in part, under it in accordance with clause 32.3 (*Unwinding of Hedging Contracts*) in relation to that prepayment.

**9.11 Removal of Finance Parties from security**

Upon cancellation and prepayment in full of an individual Lender's Commitment under clause 8.1 (*Illegality*) or clause 8.5 (*Right of cancellation and prepayment in relation to a single Lender*):

- (a) that Lender and the other Parties must promptly take (and the Borrower shall ensure that any other relevant Obligor promptly takes) whatever action the Agent may, in its reasonable opinion, deem necessary or desirable for the purpose of removing that Lender as a party to and beneficiary of any Security Documents granted in favour of (among others) the Lenders or as an insured, assured or beneficiary of or under any ECA Policy; and
- (b) if that Lender is also a Hedging Provider, following the corresponding prepayment and/or settlement in full of the amounts outstanding under any Hedging Contract entered into with that Hedging Provider and the termination and close out of all Hedging Transactions with that Hedging Provider by the Borrower (if applicable) pursuant to clause 34.4(b) (*Close out of Hedging Contracts*), that Hedging Provider and the other Parties must promptly take (and the Borrower shall ensure that any other relevant Obligor promptly takes) whatever action the Agent may, in its reasonable opinion, deem necessary or desirable for the purpose of removing that Hedging Provider as a party to and beneficiary of any Security Documents granted in favour of (among others) the Hedging Providers.

**10 Interest**

**10.1 Calculation of interest**

The rate of interest on each Advance (or any relevant part of it for which there is a separate Interest Period) for each Interest Period for the relevant Advance is the percentage rate per annum which is the aggregate of:

- (a) the applicable Margin; and
- (b) EURIBOR for the relevant Interest Period.

**10.2 Payment of interest**

The Borrower shall pay accrued interest on each Advance (or any relevant part of it) on the last day of each Interest Period for that Advance (or the relevant part of it) (and, if an Interest Period is longer than 3 Months, on the dates falling at 3 Monthly intervals after the first day of that Interest Period).

**10.3 Default interest**

- (a) If an Obligor fails to pay any amount payable by it under a Finance Document (other than a Hedging Contract) to a Finance Party on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (c) below, is two per cent. (2%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted an Advance for successive Interest Periods, each of a duration selected by the Agent (acting reasonably).
- (b) Any interest accruing under this clause 10.3 shall be immediately payable by the Obligor on demand by the Agent.
- (c) If any overdue amount consists of all or part of an Advance (or any relevant part of it) which became due on a day which was not the last day of an Interest Period relating to the Advance or the relevant part of it:
  - (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to the Advance or the relevant part of it; and
  - (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be two per cent. (2%) per annum higher than the rate which would have applied if the overdue amount had not become due.
- (d) Default interest payable under this clause 10.3 (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

**10.4 Notification of rates of interest**

- (a) The Agent shall promptly notify the Lenders and the Borrower (or Guarantor A on its behalf) of the determination of a rate of interest under this Agreement.
- (b) The Agent shall promptly notify the Borrower (or Guarantor A on its behalf) of each Funding Rate relating to each Advance (or any relevant part of it).

## 11 Interest Periods

### 11.1 Selection of Interest Periods

- (a) The Borrower (or Guarantor A on its behalf) may select an Interest Period for the Advances in the Utilisation Request and (after the Advances have been borrowed) may select an Interest Period for the Advances in a Selection Notice.
- (b) Each Selection Notice is irrevocable and must be delivered to the Agent by the Borrower (or Guarantor A on its behalf) not later than 11:00 a.m. four Business Days before the last day of the then current Interest Period for the Advances.
- (c) If the Borrower (or Guarantor A on its behalf) fails to deliver a Selection Notice to the Agent in accordance with the above paragraph, the relevant Interest Period will, subject to clause 11.2 (*Interest Periods overrunning Repayment Dates*), be 3 Month(s).
- (d) Subject to this clause 11.1, the Borrower (or Guarantor A on its behalf) may select an Interest Period of three Months or any other period agreed between the Borrower (or Guarantor A on its behalf), the Agent and all the Lenders.
- (e) No Interest Period for the Advances shall extend beyond the Final Repayment Date.
- (f) The first Interest Period for the Advances shall start on the Utilisation Date and end on the First Repayment Date, and each subsequent Interest Period for each of the Advances shall start on the last day of its preceding Interest Period.
- (g) Notwithstanding any other provision of this Agreement, each Advance shall have the same Interest Period and the Borrower shall not be entitled to select an Interest Period for any Advance which differs from the Interest Period of the other Advances.

### 11.2 Interest Periods overrunning Repayment Dates

Subject to the agreement of the Agent and all the Lenders, if the Borrower selects an Interest Period for an Advance which would overrun any later Repayment Date, that Advance shall be divided into parts corresponding to the amounts by which that Advance is scheduled to be repaid under clause 7.2 (*Scheduled repayment of Facility*) on each of the Repayment Dates falling during such Interest Period (each of which shall have a separate Interest Period ending on the relevant Repayment Date) and to the balance of that Advance (which shall have the Interest Period selected by the Borrower).

### 11.3 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

## 12 Changes to the calculation of interest

### 12.1 Unavailability of Screen Rate

- (a) *Interpolated Screen Rate*: If no Screen Rate is available for EURIBOR for an Interest Period, EURIBOR shall be the Interpolated Screen Rate for a period equal in length to that Interest Period.
- (b) *Reference Bank Rate*: If no Screen Rate is available for EURIBOR for:
  - (i) euro; or

- (ii) the relevant Interest Period and it is not possible to calculate the Interpolated Screen Rate,

EURIBOR shall be the Reference Bank Rate as of 11.30 a.m. (Brussels time) on the relevant Quotation Day and for a period equal in length to the relevant Interest Period.

- (c) *Cost of funds*: If paragraph (b) above applies but no Reference Bank Rate is available for euro or the relevant Interest Period, there shall be no EURIBOR for that Interest Period and clause 12.4 (*Cost of funds*) shall apply for that Interest Period.

## 12.2 Calculation of Reference Bank Rate

- (a) Subject to paragraph (b) below, if EURIBOR for an Interest Period is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by 11.30 a.m. (Brussels time) on the relevant Quotation Day, the Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Reference Banks.
- (b) If at or about 11.30 a.m. (Brussels time) on the relevant Quotation Day none or only one of the Reference Banks supplies a quotation, there shall be no Reference Bank Rate for that Interest Period.

## 12.3 Market disruption

If before close of business in Paris on the Quotation Day for an Interest Period for an Advance (or any part of it) either (i) EURIBOR is unavailable or (ii) the Agent receives notifications from a Lender or Lenders (whose aggregate participations in the Loan exceed fifty per cent. (50%) of the Loan) that the cost to it of funding its participation in the relevant Advance or relevant part of it from whatever source it may reasonably select would be in excess of EURIBOR then clause 12.4 (*Cost of funds*) shall apply to the relevant Advance or relevant part of it for the relevant Interest Period.

## 12.4 Cost of funds

- (a) If this clause 12.4 applies, the rate of interest on each Lender's share of the relevant Advance or relevant part of it for the Interest Period shall be the percentage rate per annum which is the sum of:
  - (i) the applicable Margin;
  - (ii) the rate notified to the Agent by that Lender as soon as practicable and in any event within ten Business Days of the first day of that Interest Period (or, if earlier, on the date falling ten Business Days before the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum its cost of funds relating to its participation in the relevant Advance.
- (b) If this clause 12.4 applies and the Agent or the Borrower so require, the Agent and the Borrower shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.
- (c) Any substitute or alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders, the ECAs and the Borrower, be binding on all Parties.
- (d) If this clause 12.4 applies pursuant to clause 12.3 (*Market disruption*) and:
  - (i) a Lender's Funding Rate is less than EURIBOR; or
  - (ii) a Lender does not supply a quotation by the time specified in paragraph (a)(ii) above,



the cost to that Lender of funding its participation in the relevant Advance or relevant part of it for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be EURIBOR.

- (e) If this clause 12.4 applies pursuant to clause 12.1 (*Unavailability of Screen Rate*) but any Lender does not supply a quotation by the time specified in paragraph (a)(ii) above the rate of interest shall be calculated on the basis of the quotations of the remaining Lenders.

#### **12.5 Notification to Borrower**

If clause 12.4 (*Cost of funds*) applies, the Agent shall, as soon as is practicable, notify the Borrower (or Guarantor A on its behalf).

#### **12.6 Break Costs**

- (a) The Borrower shall, within three Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of any Advance (or any relevant part of it) or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Advance (or any relevant part of it) or Unpaid Sum.
- (b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate to the Borrower and the Agent confirming the amount of its Break Costs for any Interest Period in which they accrue.

### **13 Fees**

#### **13.1 Commitment fee**

- (a) The Borrower shall pay to the Agent (for the account of each Lender) a fee in euro computed at the rate per annum equal to 35% of the Margin applicable to each Advance, on that Lender's Available Commitment in respect of each Advance, calculated on a daily basis from the date of this Agreement.
- (b) The Borrower shall pay the accrued commitment fee on the last day of the period of three Months commencing on the date of this Agreement, on the last day of each successive period of three Months thereafter until the earlier of the Last Availability Date and the Utilisation Date, on the earlier of such dates and, if cancelled in full, on the cancelled amount of the relevant Lender's Available Commitment at the time the cancellation is effective.
- (c) No commitment fee is payable to the Agent (for the account of a Lender) on any undrawn Commitments of that Lender for any day on which that Lender is a Defaulting Lender.

#### **13.2 Mandated lead arranger fee**

The Borrower shall pay to the Mandated Lead Arranger a mandated lead arranger fee in the amount and at the times agreed in a Fee Letter.

#### **13.3 Agency fee**

The Borrower shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

#### **13.4 Eksfin and EIFO Premium**

- (a) At least five (5) Business Days prior to each Repayment Date, the Borrower shall pay to the ECA Agent (for the account of EIFO) the EIFO Premium accrued for the relevant Interest Period ending on such Repayment Date in relation to the outstanding EIFO Guaranteed Advance, as set out in more detail in the EIFO Guarantee Policy.

- (b) On each Repayment Date the Borrower shall pay directly to Eksfin the Eksfin Premium accrued for the relevant Interest Period ending on such Repayment Date in relation to the outstanding Eksfin Guaranteed Advance, as set out in more detail in the Eksfin Guarantee.
- (c) In addition to any ECA Premium payable pursuant to paragraphs (a) and (b) above, the Borrower shall pay to the ECA Agent (for the account of the relevant ECA), or directly to the relevant ECA, as relevant, any additional ECA Premium in relation to the relevant ECA Policy (the amount of which is notified to the Borrower by the ECA Agent), that the relevant ECA charges from time to time and pursuant to payment instructions provided by any of them.
- (d) The Borrower (or Guarantor A on its behalf) shall immediately notify the ECA Agent and the Agent of each payment to an ECA of an ECA Premium and shall provide all relevant evidence to this effect to the satisfaction of the ECA Agent and the Agent.
- (e) If the ECA Agent has paid any amount of an ECA Premium to an ECA, the Borrower shall reimburse the ECA Agent for such amount within three (3) Business Days of demand.
- (f) The Borrower acknowledges that none of the Finance Parties is responsible for the calculation or final determination of any ECA Premium and the Borrower will not raise against any Finance Party, any claim or defence of any kind whatsoever in relation to the calculation or payment of any ECA Premium (it being understood that the amounts of any ECA Premium will be solely determined by the relevant ECA).
- (g) The Borrower acknowledges and agrees that no ECA Premium (whether in whole or in part) is refundable for any reason whatsoever.

### **13.5 Interest, commission and fees on Ancillary Facilities**

The rate and time of payment of interest, commission, fees and any other remuneration in respect of each Ancillary Facility shall be determined by agreement between the relevant Ancillary Lender and the Borrower as borrower of that Ancillary Facility based upon normal market rates and terms.

### **13.6 ECA Fees**

- (a) The Borrower agrees to pay to Eksfin and to EIFO a flat upfront fee in the amounts and at the times agreed in the relevant Fee Letter.
- (b) The Borrower shall pay:
  - (i) to Eksfin a non-refundable commitment fee computed at the rate of thirty five per cent. (35%) of the Eksfin Premium, calculated on the undrawn Eksfin Guaranteed Advance from time to time; and
  - (ii) to EIFO a non-refundable commitment fee computed at the rate of [thirty five per cent. (35%)] of the EIFO Premium, calculated on the undrawn EIFO Guaranteed Advance from time to time,
 in each case calculated on a daily basis from the date of this Agreement.
- (c) The Borrower shall pay each accrued commitment fee under paragraph (b) above on the last day of the period of three Months commencing on the date of this Agreement, on the last day of each successive period of three Months thereafter until the earlier of the Last Availability Date and the Utilisation Date, on the earlier of such dates and, if the relevant ECA Advance is cancelled, at the time the cancellation is effective.
- (d) On each payment date of each commitment fee pursuant to paragraph (c) above, the Borrower shall provide the ECA Agent with a copy of a payment confirmation evidencing and, if available, tracking (including UETR code to the beneficiary bank) payment to the relevant ECA of the commitment fee then due.

**13.7 KEXIM fee**

The Borrower agrees to pay to KEXIM an arrangement fee in the amount and at the times agreed in the relevant Fee Letter.

**13.8 Arrangement fee**

The Borrower agrees to pay to the Mandated Lead Arranger (for the account of the Mandated Lead Arranger and each Lead Arranger) an arrangement fee in the amount and at the times agreed in the relevant Fee Letter.

## Section 6 - Additional Payment Obligations

### 14 Tax gross-up and indemnities

#### 14.1 Definitions

In this Agreement:

**Borrower DTTP Filing** means an HM Revenue & Customs' Form DTTP2 duly completed and filed by the Borrower, which:

- (a) where it relates to a Treaty Lender that is an Original Lender, contains the scheme reference number and jurisdiction of tax residence stated opposite that Lender's name in Schedule 1 (*The original parties*), and is filed with HM Revenue & Customs within 30 days of the date of this Agreement; or
- (b) where it relates to a Treaty Lender that is not an Original Lender, contains the scheme reference number and jurisdiction of tax residence stated in respect of that Lender in the documentation which it executes on becoming a Party as a Lender and is filed with HM Revenue & Customs within 30 days of that date.

**Cancelled Certificate** means any QPP Certificate in respect of which HM Revenue & Customs has given a notification under regulation 7(4)(b) of the QPP Regulations so that such QPP Certificate is a cancelled certificate for the purposes of the QPP Regulations.

**Protected Party** means Eksfin, EIFO or a Finance Party or, in relation to clause 16.5 (*Indemnity concerning security*) and clause 16.8 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clause 16.5 (*Indemnity concerning security*), any Indemnified Person, which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document or an ECA Policy.

**QPP Certificate** means a creditor certificate for the purposes of the QPP Regulations, given, in the case of an Original Lender, in the form set out in Schedule 14 (*Form of QPP Certificate*), or, in the case of a New Lender, in the form set out in Schedule 2 of Schedule 5 (*Form of Transfer Certificate*), as applicable.

**QPP Lender** means a Lender which has delivered a QPP Certificate to the Borrower, provided that such QPP Certificate is not a Withdrawn Certificate or a Cancelled Certificate.

**QPP Regulations** means the Qualifying Private Placement Regulations 2015 (2015 No. 2002). **Qualifying Lender** means:

- (a) a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is:
  - (i) a Lender:
    - (A) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Finance Document and is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the CTA; or
    - (B) in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made and within the charge to United Kingdom

corporation tax as respects any payments of interest made in respect of that advance; or

- (ii) a Lender which is:
  - (A) a company resident in the United Kingdom for United Kingdom tax purposes;
  - (B) a partnership each member of which is:
    - (1) a company so resident in the United Kingdom; or
    - (2) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA;
  - (C) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company; or
- (iii) a Treaty Lender; or
- (iv) a QPP Lender; or
- (b) a Lender which is a building society (as defined for the purposes of section 880 of the ITA) making an advance under a Finance Document.

**Tax Confirmation** means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:

- (a) a company resident in the United Kingdom for United Kingdom tax purposes;
- (b) a partnership each member of which is:
  - (i) a company so resident in the United Kingdom; or
  - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
- (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.

**Tax Credit** means a credit against, relief or remission for, or repayment of any Tax.

**Tax Deduction** means a deduction or withholding for or on account of Tax from a payment under a Finance Document (other than a Hedging Contract) or an ECA Policy other than a FATCA Deduction.

**Tax Payment** means either the increase in a payment made by an Obligor to a Finance Party under clause 14.2 (*Tax gross-up*) or a payment under clause 14.3 (*Tax indemnity*).

**Treaty Lender** means a Lender which is not a QPP Lender and:

- (a) is treated as a resident of a Treaty State for the purposes of the Treaty; and
- (b) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the Loan is effectively connected.

**Treaty State** means a jurisdiction having a double taxation agreement (a **Treaty**) with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on interest.

**UK Non-Bank Lender** means a Lender which is not an Original Lender and which gives a Tax

Confirmation in the documentation which it executes on becoming a Party as a Lender.

**Withdrawn Certificate** means a withdrawn certificate for the purposes of the QPP Regulations.

Unless a contrary indication appears, in this clause 14, a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination.

#### 14.2 Tax gross-up

- (a) Each Obligor shall make all payments to be made by it under any Finance Document without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) The Borrower (or Guarantor A on its behalf) shall, promptly upon any of them becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrower and that Obligor.
- (c) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor under the relevant Finance Document shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) A payment shall not be increased under paragraph (c) above by reason of a Tax Deduction on account of Tax imposed by the United Kingdom, if on the date on which the payment falls due:
  - (i) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a Qualifying Lender, but on that date that Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty or any published practice or published concession of any relevant taxing authority; or
  - (ii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (a)(ii) of the definition of Qualifying Lender and:
    - (A) an officer of H.M. Revenue & Customs has given (and not revoked) a direction (a **Direction**) under section 931 of the ITA which relates to the payment and that Lender has received from the Obligor making the payment or from the Parent a certified copy of that Direction; and
    - (B) the payment could have been made to the Lender without any Tax Deduction if that Direction had not been made; or
  - (iii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (a)(ii) of the definition of "Qualifying Lender" and:

- (A) the relevant Lender has not given a Tax Confirmation to the Borrower; and
  - (B) the payment could have been made to the Lender without any Tax Deduction if the Lender had given a Tax Confirmation to the Borrower, on the basis that the Tax Confirmation would have enabled the Borrower to have formed a reasonable belief that the payment was an “excepted payment” for the purpose of section 930 of the ITA; or
- (iv) the relevant Lender is a Treaty Lender and the Obligor making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (g) or (h) (as applicable) below.
- (e) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (f) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- (g)
- (i) Subject to paragraph (ii) below, a Treaty Lender and each Obligor which makes a payment to which that Treaty Lender is entitled shall co-operate in completing any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction.
  - (ii)
    - (A) A Treaty Lender which is an Original Lender and that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence opposite its name in Schedule 1 (*The original parties*); and
    - (B) a Treaty Lender which is not an Original Lender and that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence in the documentation which it executes on becoming a Party as a Lender,and, having done so, that Lender shall be under no obligation pursuant to paragraph (i) above.
- (h) If a Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (g)(ii) above and:
- (i) the Borrower making a payment to that Lender has not made a Borrower DTTP Filing in respect of that Lender; or
  - (ii) the Borrower making a payment to that Lender has made a Borrower DTTP Filing in respect of that Lender but:
    - (A) the Borrower DTTP Filing has been rejected by HM Revenue & Customs;

- (B) HM Revenue & Customs has not given the Borrower authority to make payments to that Lender without a Tax Deduction within 60 days of the date of a Borrower DTTP Filing; or
- (C) HM Revenue & Customs has given the Borrower authority to make payments to that Lender without a Tax Deduction but such authority has subsequently been revoked or expired,

and in each case, the Borrower has notified that Lender in writing, that Lender and the Borrower shall co-operate in completing any additional procedural formalities necessary for that Borrower to obtain authorisation to make that payment without a Tax Deduction.

- (i) If a Lender has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with paragraph (g)(ii) above, no Obligor shall make a Borrower DTTP Filing or file any other form relating to the HMRC DT Treaty Passport scheme in respect of that Lender's Commitment or its participation in any Advance unless the Lender otherwise agrees.
- (j) The Borrower shall, promptly on making a Borrower DTTP Filing, deliver a copy of that Borrower DTTP Filing to the Agent for delivery to the relevant Lender.
- (k) A UK Non-Bank Lender which is an Original Lender gives a Tax Confirmation to the Borrower by entering into this Agreement.
- (l) A UK Non-Bank Lender shall promptly notify the Borrower and the Agent if there is any change in the position from that set out in the Tax Confirmation.
- (m) If the Borrower receives a notification from HM Revenue & Customs that a QPP Certificate given by a Lender has no effect, the Borrower shall promptly deliver a copy of that notification to that Lender.
- (n) Paragraphs (a) to (m) above shall not apply in respect of any payments under any Hedging Contract, where the gross-up provisions of the relevant Hedging Master Agreement itself shall apply.

### 14.3 Tax indemnity

- (a) Each Obligor who is a Party shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document or an ECA Policy.
- (b) Paragraph (a) above shall not apply:
  - (i) with respect to any Tax assessed on a Finance Party:
    - (A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
    - (B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,
 

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or
  - (ii) to the extent a loss, liability or cost:



- (A) is compensated for by an increased payment under clause 14.2 (*Tax gross-up*); or
  - (B) would have been compensated for by an increased payment under clause 14.2 (*Tax gross-up*) but was not so compensated solely because one of the exclusions in clause 14.2(d) (*Tax gross-up*) applied; or
  - (C) relates to a FATCA Deduction required to be made by a Party or any Obligor which is not a Party.
- (c) A Protected Party making, or intending to make a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrower.
- (d) A Protected Party shall, on receiving a payment from an Obligor under this clause 14.3, notify the Agent.

#### 14.4 Tax Credit

If an Obligor makes a Tax Payment and the relevant Finance Party determines, that:

- (a) a Tax Credit is attributable (A) to an increased payment of which that Tax Payment forms part, (B) to that Tax Payment or (C) to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Finance Party has obtained, utilised and retained that Tax Credit,

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

#### 14.5 Indemnities on after Tax basis

- (a) If an Event of Default is continuing or where the Agent and/or Security Agent have taken any steps pursuant to clause 33.20 (*Acceleration*), to the extent that any sum payable to any Protected Party by any Obligor under any Finance Document by way of indemnity or reimbursement proves to be insufficient, by reason of any Tax suffered thereon, for that Protected Party to discharge the corresponding liability to a third party, or to reimburse that Protected Party for the cost incurred by it in discharging the corresponding liability to a third party, the Borrower shall pay that Protected Party such additional sum as (after taking into account any Tax suffered by that Protected Party on such additional sum) shall be required to make up the relevant deficit.
- (b) If and to the extent that any sum (the **Indemnity Sum**) constituting (directly or indirectly) an indemnity to any Protected Party but paid by an Obligor to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrower shall pay to that Protected Party such sum (the **Compensating Sum**) as (after taking into account any Tax suffered by that Protected Party on the Compensating Sum) shall reimburse that Protected Party for any Tax suffered by it in respect of the Indemnity Sum.
- (c) For the purposes of paragraphs (a) and (b) above, a sum shall be deemed to be taxable in the hands of a Protected Party if it falls to be taken into account in computing the profits or gains of that Protected Party for the purposes of Tax and, if so, that Protected Party shall be deemed to have suffered Tax on the relevant sum at the rate of Tax applicable to that Protected Party's profits or gains for the period in which the payment of the relevant sum falls to be taken into account for the purposes of such Tax.

#### 14.6 Lender status confirmation

Each Lender which is not an Original Lender shall indicate, in the documentation which it executes on becoming a Party as a Lender, and for the benefit of the Agent and without liability to any Obligor, which of the following categories it falls in:

- (a) not a Qualifying Lender;
- (b) a Qualifying Lender (other than a Treaty Lender); or
- (c) a Treaty Lender.

If such a Lender fails to indicate its status in accordance with this clause 14.6 then that Lender shall be treated for the purposes of this Agreement (including by each Obligor) as if it is not a Qualifying Lender until such time as it notifies the Agent which category applies (and the Agent, upon receipt of such notification, shall inform the Borrower). For the avoidance of doubt, the documentation which a Lender executes on becoming a Party as a Lender shall not be invalidated by any failure of a Lender to comply with this clause 14.6.

#### 14.7 Stamp taxes

The Borrower shall pay and, within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document or an ECA Policy.

#### 14.8 Value added tax

- (a) All amounts expressed in a Finance Document to be payable by any party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any party under a Finance Document, and such Finance Party is required to account to the relevant tax authority for the VAT, that party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that party).
- (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the **Supplier**) to any other Finance Party (the **Recipient**) under a Finance Document, and any party to a Finance Document other than the Recipient (the **Subject Party**) is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
  - (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Subject Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Subject Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and
  - (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Subject Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

- (c) Where a Finance Document requires any party to it to reimburse or indemnify a Finance Party for any cost or expense, that party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- (d) Any reference in this clause 14.8 to any party shall, at any time when such party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term “representative member” to have the same meaning as in the Value Added Tax Act 1994).
- (e) In relation to any supply made by a Finance Party to any party under a Finance Document, if reasonably requested by such Finance Party, that party must promptly provide such Finance Party with details of that party’s VAT registration and such other information as is reasonably requested in connection with such Finance Party’s VAT reporting requirements in relation to such supply.

**14.9 FATCA information**

- (a) Subject to paragraph (c) below, each Party shall, within ten Business Days of a reasonable request by another Party:
  - (i) confirm to that other Party whether it is:
    - (A) a FATCA Exempt Party; or
    - (B) not a FATCA Exempt Party;
  - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party’s compliance with FATCA; and
  - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party’s compliance with any other law, regulation, or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
  - (i) any law or regulation;
  - (ii) any fiduciary duty; or
  - (iii) any duty of confidentiality
- (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraphs (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

#### 14.10 FATCA Deduction

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrower and the Agent and the Agent shall notify the other Finance Parties.

#### 15 Increased Costs

##### 15.1 Increased costs

- (a) Subject to clause 15.3 (*Exceptions*), the Borrower shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Cost incurred by that Finance Party or any of its Affiliates which:
  - (i) arises as a result of (A) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (B) compliance with any law or regulation in either case made after the date of this Agreement; and/or
  - (ii) is a Basel III Increased Cost.
- (b) In this Agreement **Increased Costs** means:
  - (i) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital;
  - (ii) an additional or increased cost; or
  - (iii) a reduction of any amount due and payable under any Finance Document,which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or an Ancillary Commitment or funding or performing its obligations under any Finance Document.

##### 15.2 Increased cost claims

- (a) A Finance Party intending to make a claim pursuant to clause 15.1 (*Increased costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrower (or Guarantor A).
- (b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.

##### 15.3 Exceptions

- (a) Clause 15.1 (*Increased costs*) does not apply to any Increased Cost which is:
  - (i) attributable to a Tax Deduction required by law to be made by an Obligor;
  - (ii) attributable to a FATCA Deduction required to be made by a Party; or
  - (iii) compensated for by clause 14.3 (*Tax indemnity*) (or would have been compensated for under clause 14.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of clause 14.3 (*Tax indemnity*) applied); or

(iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.

(b) In paragraph (a) above, a reference to a Tax Deduction has the same meaning given to the term in clause 14.1 (*Definitions*).

## 16 Other indemnities

### 16.1 Currency indemnity

(a) If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:

(i) making or filing a claim or proof against that Obligor; and/or

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall, as an independent obligation, within three Business Days of demand by a Finance Party, indemnify each Finance Party to whom that Sum is due against any Losses arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

### 16.2 Other indemnities

The Borrower shall (or shall procure that another Obligor will), within three Business Days of demand by a Finance Party, indemnify each Finance Party and each ECA against any and all Losses incurred by that Finance Party or ECA (as the case may be) as a result of:

(a) the occurrence of any Event of Default;

(b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any and all Losses arising as a result of clause 44 (*Sharing among the Finance Parties*);

(c) funding, or making arrangements to fund, its participation in an Advance requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone);

(d) the Loan (or part of the Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower; or

(e) under or pursuant to, an ECA Policy, including, without limitation, any additional premiums, cost or expense as provided for under an ECA Policy which an ECA may charge, invoice or set-off against amounts owing to the ECA Agent or the Lenders, including, without limitation, as a result of a change of the delivery schedule of Ship A or otherwise properly incurred by the ECA Agent and/or the Lenders in connection with compliance with an ECA Policy.

### 16.3 Environmental and social indemnity

The Borrower shall (or shall procure that another Obligor will), within three (3) Business Days of demand by an Indemnified Person, indemnify each Indemnified Person against any and all Losses, joint or several that may be incurred by or asserted or awarded against any Indemnified Person, in each case arising out of or in connection with or relating to any claim investigation, litigation or proceeding (or the preparation of any defence with respect thereto) commenced or threatened in relation to an Environmental Claim, made or asserted against such Indemnified Person if such claim investigation, litigation or proceeding would not have been, or been capable of being, made or asserted against such Indemnified Person if the Finance Parties or ECAs had not entered into any of the Finance Documents or the ECA Policies and/or exercised any of their rights, powers and discretions thereby conferred and/or performed any of their obligations thereunder and/or been involved in any of the transactions contemplated by the Finance Documents or the ECA Policies. This indemnity shall apply whether or not such claims, investigation, litigation or proceedings is brought by any Obligor, any other Group Member, any of their shareholders, their Affiliates, or creditors, or an Indemnified Person or any other person, or an Indemnified Person is otherwise a party thereto, except to the extent such Losses are found in a final non-appealable judgement by a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or wilful misconduct. Each Indemnified Person may enforce and enjoy the benefit of this clause 16.3 under the Third Parties Act.

### 16.4 Indemnity to the Agent, the Security Agent, the ECA Agent, Eksfin, EIFO and KEXIM

The Borrower shall promptly indemnify the Agent, the Security Agent, the ECA Agent, Eksfin, EIFO and KEXIM against:

- (a) any and all Losses (together with any applicable VAT) incurred by the Agent, the Security Agent, the ECA Agent, Eksfin, EIFO or KEXIM (acting reasonably) as a result of:
  - (i) without prejudice to clause 37.11 (*Rights and discretions of the Agent and the Security Agent*), investigating any event which it reasonably believes is a Default;
  - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
  - (iii) instructing lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts as permitted under the Finance Documents where, unless any of the circumstances in paragraphs (i), (ii) or (iv) apply or an Event of Default is continuing, such Losses are pre-approved by the Borrower or Guarantor A on its behalf (such approval not to be unreasonably withheld or delayed); or
  - (iv) any action taken by the Agent, the Security Agent, the ECA Agent, Eksfin, EIFO or KEXIM or any of their representatives, agents or contractors in connection with any powers conferred by any Security Document to enforce any Security Interest thereunder or to remedy any breach of any Obligor's obligations under the Finance Documents, and
- (b) any and all Losses (including, without limitation, in respect of liability for negligence or any other category of liability whatsoever) (together with any applicable VAT) incurred by the Agent, the Security Agent, the ECA Agent, Eksfin, EIFO or KEXIM (otherwise than by reason of the Agent's, the Security Agent's, the ECA Agent's or Eksfin's or EIFO's or KEXIM's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to clause 45.10 (*Disruption to payment systems etc.*) notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent or the Security Agent) in acting as Agent or the Security Agent under the Finance Documents.

## 16.5 Indemnity concerning security

- (a) The Borrower shall (or shall procure that another Obligor will) promptly indemnify each Indemnified Person against any and all Losses (together with any applicable VAT) incurred by it as a result of:
- (i) any failure by the Borrower to comply with its obligations under clause 18 (*Costs and expenses*) or any similar provision in any other Finance Document;
  - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
  - (iii) the taking, holding, protection or enforcement of the Transaction Security;
  - (iv) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and/or any other Finance Party in whose favour any Security Document has been granted and each Receiver and each Delegate by the Finance Documents or by law (otherwise, in each case, than by reason of the relevant Security Agent's and/or other Finance Party's, Receiver's or Delegate's gross negligence or wilful misconduct);
  - (v) any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents;
  - (vi) any claim (whether relating to the environment or otherwise) made or asserted against the Indemnified Person which would not have arisen but for the execution or enforcement of one or more Finance Documents (unless and to the extent it is caused by the gross negligence or wilful misconduct of that Indemnified Person);
  - (vii) instructing lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts as permitted under the Finance Documents where, unless any of the circumstances in paragraphs (i) to (vi) or paragraph (viii) apply or an Event of Default is continuing, such Losses are pre-approved by the Borrower or Guarantor A on its behalf (such approval not to be unreasonably withheld or delayed); or
  - (viii) (in the case of the Security Agent and/or any other Finance Party in whose favour any Security Document has been granted, any Receiver and any Delegate) acting as Security Agent and/or as holder of any of the Transaction Security, Receiver or Delegate under the Finance Documents or which otherwise relates to the Charged Property (otherwise, in each case, than by reason of the relevant Security Agent's and/or other Finance Party's, Receiver's or Delegate's gross negligence or wilful misconduct).
- (b) The Security Agent may, in priority to any payment to the other Finance Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause 16.5 and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all moneys payable to it.

## 16.6 Continuation of indemnities

The indemnities by the Borrower in favour of any Indemnified Persons contained in this Agreement shall continue in full force and effect notwithstanding any breach by any Finance Party or the Borrower of the terms of this Agreement, the repayment or prepayment of the Loan, the cancellation of the Total Commitments or the repudiation by any Finance Party or the Borrower of this Agreement.

## 16.7 Third Parties Act

- (a) Each Indemnified Person may rely on the terms of clause 16.5 (*Indemnity concerning security*) and clauses 14 (*Tax gross-up and indemnities*) and 16.8 (*Interest*) insofar as it relates to interest on, or the calculation of, any amount demanded by that Indemnified Person under clause 16.5 (*Indemnity concerning security*), subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
- (b) Where an Indemnified Person (other than a Finance Party) (the **Relevant Beneficiary**) who is:
  - (i) appointed by a Finance Party under the Finance Documents;
  - (ii) an Affiliate of any such person or that Finance Party; or
  - (iii) an officer, director, employee, adviser, representative or agent of any of the above persons or that Finance Party,is entitled to receive any amount (a **Third Party Claim**) under any of the provisions referred to in paragraph (a) above:
  - (A) the Borrower shall at the same time as the relevant Third Party Claim is due to the Relevant Beneficiary pay to that Finance Party a sum in the amount of that Third Party Claim;
  - (B) payment of such sum to that Finance Party shall, to the extent of that payment, satisfy the corresponding obligations of the Borrower to pay the Third Party Claim to the Relevant Beneficiary; and
  - (C) if the Borrower pay the Third Party Claim direct to the Relevant Beneficiary, such payment shall, to the extent of that payment, satisfy the corresponding obligations of the Borrower to that Finance Party under sub-paragraph (A) above.

## 16.8 Interest

Moneys becoming due by the Borrower to any Indemnified Person under the indemnities contained in this clause 16 (*Other indemnities*) or elsewhere in this Agreement shall be paid on demand made by such Indemnified Person and shall be paid together with interest on the sum demanded from the date of demand therefor to the date of reimbursement by the Borrower to such Indemnified Person (both before and after judgment) at the rate referred to in clause 10.3 (*Default interest*).

## 16.9 Exclusion of liability

Without prejudice to any other provision of the Finance Documents excluding or limiting the liability of any Indemnified Person, no Indemnified Person will be in any way liable or responsible to any Obligor (whether as mortgagee in possession or otherwise) who is a Party or is a party to a Finance Document to which this clause applies for any loss or liability arising from any act, default, omission or misconduct of that Indemnified Person, except to the extent caused by its own gross negligence or wilful misconduct. Any Indemnified Person may rely on this clause 16.9 subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

## 17 Mitigation by the Lenders

### 17.1 Mitigation

- (a) Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in the Facility ceasing to be



available or any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 8.1 (*Illegality*), clause 14 (*Tax gross-up and indemnities*) or clause 15 (*Increased costs*) including (but not limited to) assigning its rights under the Finance Documents to another Affiliate or Facility Office.

- (b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

## **17.2 Limitation of liability**

- (a) The Borrower shall promptly indemnify each Finance Party for all costs and expenses incurred by that Finance Party as a result of steps taken by it under clause 17.1 (*Mitigation*).
- (b) A Finance Party is not obliged to take any steps under clause 17.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

## **18 Costs and expenses**

### **18.1 Transaction expenses**

The Borrower shall, promptly on demand and in any event within 5 Business Days, pay the Agent, the Security Agent, the Mandated Lead Arranger, the ECA Coordinator, the Green Loan Arranger, the ECA Agent and the ECAs the amount of all costs and expenses pre-approved by the Borrower or Guarantor A on its behalf (such approval not to be unreasonably withheld or delayed) (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by any of them (and, in the case of the Security Agent, by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, syndication, registration and perfection and any release, discharge or reassignment of:

- (a) this Agreement, the Hedging Master Agreements and any other documents referred to in this Agreement, the Security Documents and each ECA Policy;
- (b) any other Finance Documents executed or proposed to be executed after the date of this Agreement including any executed to provide additional security under clause 28 (*Minimum security value*); or
- (c) any Security Interest expressed or intended to be granted by a Finance Document, whether or not the transactions contemplated under the Finance Documents are consummated.

### **18.2 Amendment costs**

If:

- (a) an Obligor requests an amendment, waiver or consent;
- (b) any amendment or waiver is contemplated or agreed pursuant to clause 51.5 (*Replacement of Screen Rate*); or
- (c) an amendment is required pursuant to clause 45.9 (*Change of currency*),

the Borrower shall, within three Business Days of demand by the Agent, the Security Agent, the ECA Agent or an ECA reimburse the Agent or the Security Agent (or, in the case of a demand by the ECA Agent or an ECA, the ECA Agent), for the amount of all reasonably incurred and documented costs and expenses (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by the Agent, the Security Agent,

the ECA Agent or an ECA (and by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement.

### **18.3 Agent's and Security Agent's management time and additional remuneration**

- (a) Following the occurrence of an Event of Default that is continuing, any amount payable to the Agent or the Security Agent under clause 16.4 (*Indemnity to the Agent, the Security Agent, the ECA Agent and the ECAs*), clause 16.5 (*Indemnity concerning security*), clause 18 (*Costs and expenses*) or clause 37.15 (*Lenders' indemnity to the Agent and others*) shall include the cost of utilising the Agent's or (as the case may be) the Security Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Agent or (as the case may be) the Security Agent may notify to the Borrower and the other Finance Parties, and is in addition to any other fee paid or payable to the Agent or the Security Agent.
- (b) Without prejudice to paragraph (a) above, in the event of:
  - (i) an Event of Default;
  - (ii) the Agent or the Security Agent being requested by an Obligor or the other Finance Parties to undertake duties which the Agent or (as the case may be) the Security Agent and the Borrower agree to be of an exceptional nature or outside the scope of the normal duties of the Agent or (as the case may be) the Security Agent under the Finance Documents; or
  - (iii) the Agent or (as the case may be) the Security Agent and the Borrower agreeing that it is otherwise appropriate in the circumstances,

the Borrower shall pay to the Agent or (as the case may be) the Security Agent any additional remuneration that may be agreed between them or determined pursuant to paragraph (c) below.

- (c) If the Agent or (as the case may be) the Security Agent and the Borrower fail to agree upon the nature of the duties, or upon the additional remuneration referred to in paragraph (b) above or whether additional remuneration is appropriate in the circumstances, any dispute shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Agent or (as the case may be) the Security Agent and approved by the Borrower or, failing approval, nominated (on the application of the Agent or (as the case may be) the Security Agent) by the President for the time being of the Law Society of England and Wales (the costs of the nomination and of the investment bank being payable by the Borrower) and the determination of any investment bank shall be final and binding upon the Parties.

### **18.4 Enforcement, preservation and other costs**

- (a) The Borrower shall, on demand by a Finance Party or an ECA, pay to each Finance Party and ECA the amount of all costs and expenses (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by that Finance Party or that ECA in connection with the enforcement of, or the preservation of any rights under, any Finance Document, any ECA Policy and any Transaction Security and any proceedings instituted by or against any Indemnified Person as a consequence of taking or holding the Security Documents or any ECA Policy or enforcing those rights.
- (b) The Borrower shall, on demand by the Agent, pay to the Agent the amount of all costs and expenses (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by the Agent in connection with:

- (i) any valuation carried out under clause 28 (*Minimum security value*) to the extent that the costs of such valuation is payable by the Borrower pursuant to clause 28 (*Minimum security value*); or
- (ii) any inspection carried out under clause 26.9 (*Inspection and notice of dry-docking*) provided that if no Event of Default is continuing the Borrower shall not pay the costs of more than one such inspection per calendar year.

## Section 7 - Guarantee

### 19 Guarantee and indemnity

#### 19.1 Guarantee and indemnity

Each Guarantor hereby irrevocably and unconditionally and jointly and severally with each of the other Guarantors:

- (a) guarantees to the Security Agent (as trustee for the Finance Parties) and the other Finance Parties punctual performance by each other Obligor of all such Obligor's obligations under the Finance Documents;
- (b) undertakes with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation indemnify each Finance Party immediately on demand against any cost, loss or liability it incurs as a result of another Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by such Obligor under any Finance Document on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this clause 19.1 if the amount claimed had been recoverable on the basis of a guarantee.

#### 19.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

#### 19.3 Reinstatement

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 each Guarantor under this clause 19 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

#### 19.4 Waiver of defences

The obligations of each Guarantor under this clause 19 will not be affected by an act, omission, matter or thing (whether or not known to it or any Finance Party) which, but for this clause 19, would reduce, release or prejudice any of its obligations under this clause 19 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;
- (g) any law or regulation of any jurisdiction or any other event affecting any term of the guaranteed obligations;
- (h) any other circumstance that might constitute a defence of any Guarantor;
- (i) any insolvency or similar proceedings; or
- (j) any payment to Eksfin or EIFO under the Eksfin Guarantee or the EIFO Guarantee Policy.

**19.5 Guarantor intent**

Without prejudice to the generality of clause 19.4 (*Waiver of defences*), each Guarantor expressly confirms that it intends that this guarantee 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.

**19.6 Immediate recourse**

Each Guarantor 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 that Guarantor under this clause 19. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

**19.7 Appropriations**

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 that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this clause 19.

**19.8 Deferral of Guarantors' rights**

- (a) 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 Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 19:
  - (i) to be indemnified by another Obligor;

- (ii) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;
  - (iii) 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;
  - (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under clause 19 (*Guarantee and indemnity*);
  - (v) to exercise any right of set-off against any other Obligor; and/or
  - (vi) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.
- (b) If a Guarantor receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Agent for application in accordance with clause 45 (*Payment mechanics*). 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.

**19.9 Additional security**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

**19.10 Amendments and waivers in writing**

No waivers by any Finance Party or amendments to, of, or in connection with, the provisions of the Guarantee may be made unless they are made in writing by the Parties and with the prior written consent of all the Lenders and the ECAs.

**19.11 Guarantors' rights and obligations**

- (a) The obligations of each Guarantor under the Guarantee and under this Agreement are joint and several. Failure by a Guarantor to perform its obligations under the Guarantee and/or this Agreement shall constitute a failure by all of the Guarantors.
- (b) Each Guarantor irrevocably and unconditionally jointly and severally with each other Guarantor:
  - (i) agrees that it is responsible for the performance of the obligations of each other Guarantor under the Guarantee and this Agreement;
  - (ii) acknowledges and agrees that it is a principal and original debtor in respect of all amounts due from the Guarantors under the Guarantee and under this Agreement; and
  - (iii) agrees with each Finance Party that, if any obligation of any other Guarantor under the Guarantee and this Agreement is or becomes unenforceable, invalid or illegal for any reason it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any and all Losses it incurs as a result of that Guarantor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by such Guarantor under the Guarantee and/or this Agreement. The amount payable under this indemnity shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

- (c) The obligations of each Guarantor under the Finance Documents shall continue until all amounts which may be or become payable by the Guarantors under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- (d) In no event shall any of the Guarantors have any right to claim or demand proceeds under any ECA Policy, whether on the basis that it has performed its obligations under the Guarantee and this Agreement and has acquired by way of subrogation the respective rights of the Borrower or the Lenders or any of them against an ECA, or otherwise.

#### 19.12 Operational subordination

For so long as a Guarantor is also the Bareboat Charterer and/or a Manager of a Mortgaged Ship, the relevant Guarantor further agrees and undertakes in relation to each relevant Mortgaged Ship, the relevant Bareboat Charter and any Management Agreement to which such Guarantor is a party, throughout such Ship's Mortgage Period (and references below to "the Ship" shall be deemed to mean each such Mortgaged Ship):

- (a) that any Management Agreement or Bareboat Charter and such Guarantor's rights under it will be fully subordinate to the rights of the Finance Parties under the Finance Documents;
- (b) not to make a claim under or in connection with any Management Agreement or Bareboat Charter for the Ship which could result in the Ship being arrested, detained or sold;
- (c) not to take any other action in relation to the Ship which could interfere with:
  - (i) any Finance Party's rights or powers pursuant to any of the Transaction Security;
  - (ii) any claims by any Finance Party against the proceeds of any sale of the Ship;
  - (iii) the exercise of any right or power any Finance Party has to sell the Ship, whether pursuant to the Mortgage or the Collateral Mortgage (as applicable) or otherwise; or
  - (iv) any sale of the Ship by an Owner with the Majority Lenders' approval or at their direction where the Mortgage or the Collateral Mortgage (as applicable) has become enforceable;
- (d) to waive any such right that the relevant Guarantor might otherwise have had to make any such claims and not to make any claim against any Finance Party in respect of any interference with the relevant Guarantor's rights under any Management Agreement or Bareboat Charter for the Ship resulting from the exercise of any Finance Party's rights under the Finance Documents;
- (e) not to exercise any lien such Guarantor has on the Ship in priority to or in competition with the Finance Parties' rights under the Mortgage or the Collateral Mortgage (as applicable);
- (f) that despite the terms of any Management Agreement or Bareboat Charter for the Ship, if a Finance Party becomes entitled to enforce the Mortgage or Collateral Mortgage (as applicable) over the Ship, the Security Agent (acting on the instructions of the Majority Lenders) may terminate any Management Agreement or Bareboat Charter for the Ship by way of written notice and the relevant Guarantor will not have any claim for any resulting loss;
- (g) not to compete with any Finance Party in the liquidation, winding-up or other dissolution of any person liable to the Finance Parties under any of the Finance Documents;
- (h) not to demand or accept payment of any moneys due in respect of the management of the Ship at a time where any Transaction Security has become enforceable;

- (i) not to appoint a sub-manager of the Ship without the approval of the Majority Lenders and to procure that any sub-manager so approved will provide a Manager's Undertaking or equivalent;
- (j) to promptly notify the Agent if any amounts are owing to the relevant Guarantor under any Management Agreement or Bareboat Charter for the Ship for more than 10 days after the period agreed for payment; and
- (k) to give the Agent such information about the Ship and its management and any amounts owing to the relevant Guarantor under any Management Agreement or Bareboat Charter for the Ship as the Agent (acting on the instructions of the Majority Lenders) may from time to time request.



## Section 8 - Representations, Undertakings and Events of Default

### 20 Representations

**20.1** Each Obligor who is a Party makes and repeats the representations and warranties set out in this clause 20 to each Finance Party at the times specified in clause 20.38 (*Times when representations are made*).

### 20.2 Status

- (a) Each Obligor is a company or corporation, duly incorporated and validly existing under the law of its Original Jurisdiction.
- (b) Each Obligor and each other Group Member has power and authority to own its assets and to carry on its business as it is now being conducted.
- (c) No Obligor is a FATCA FFI.

### 20.3 Binding obligations

Subject to the Legal Reservations:

- (a) the obligations expressed to be assumed by each Obligor in each Finance Document to which it is, or is to be, a party are or, when entered into by it, will be legal, valid, binding and enforceable obligations; and
- (b) (without limiting the generality of paragraph (a) above) each Security Document to which an Obligor is, or will be, a party, creates or will create the Security Interests which that Security Document purports to create and those Security Interests are or will be valid and effective.

### 20.4 Non-conflict

The entry into and performance by each Obligor of, and the transactions contemplated by the Finance Documents and the granting of the Transaction Security do not and will not conflict with:

- (a) any law or regulation applicable to any Obligor;
- (b) the Constitutional Documents of any Obligor or any other Group Member; or
- (c) any material agreement or other material instrument binding upon any Obligor or any other Group Member or its or any other Group Member's assets

or constitute a default or termination event (however described) under any such material agreement or material instrument or result in the creation of any Security Interest (save for a Permitted Maritime Lien or under a Security Document) on any Obligor's or any other Group Member's assets, rights or revenues.

### 20.5 Power and authority

- (a) Each Obligor has the power to enter into, perform and deliver and comply with its obligations under, and has taken all necessary action to authorise its entry into, performance and delivery of, and compliance with, each Finance Document to which it is, or is to be, a party and each of the transactions contemplated by those documents.
- (b) No limitation on any Obligor's powers to borrow, create security or give guarantees will be exceeded as a result of any transaction under, or the entry into of, any Finance Document to which such Obligor is, or is to be, a party.

## 20.6 Validity and admissibility in evidence

- (a) All Authorisations required or desirable:
  - (i) to enable each Obligor lawfully to enter into, exercise its rights and comply with its obligations under each Finance Document to which it is a party;
  - (ii) to make each Finance Document to which it is a party admissible in evidence in its Relevant Jurisdictions; and
  - (iii) to ensure that the Transaction Security has the priority and ranking contemplated by the Security Documents,have been obtained or effected and are in full force and effect except any Authorisation or filing referred to in clause 20.14 (*No filing or stamp taxes*), which Authorisation or filing will be promptly obtained or effected within any applicable period.
- (b) All Authorisations necessary for the conduct of the business, trade and ordinary activities of each Obligor and each other Group Member have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations is reasonably likely to have a Material Adverse Effect.

## 20.7 Governing law and enforcement

- (a) Subject to the Legal Reservations, the choice of governing law of any Finance Document will be recognised and enforced in each Obligor's Relevant Jurisdictions.
- (b) Subject to the Legal Reservations, any judgment obtained in relation to any Finance Document in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in each Obligor's Relevant Jurisdictions.

## 20.8 No misleading information

- (a) Any factual information contained in the Information Package is true and accurate in all material respects as at the date of the relevant report or document containing the information or (as the case may be) as at the date the information is expressed to be given.
- (b) Any financial projection or forecast contained in the Information Package and any budget provided pursuant to clause 21.6 (*Budget*) have been prepared on the basis of recent historical information and on the basis of reasonable assumptions and were fair (as at the date of the relevant report or document containing the projection or forecast or of the relevant budget) and arrived at after careful consideration.
- (c) The expressions of opinion or intention provided by or on behalf of an Obligor for the purposes of the Information Package were made after careful consideration and (as at the date of the relevant report or document containing the expression of opinion or intention) were fair and based on reasonable grounds.
- (d) No event or circumstance has occurred or arisen and no information has been omitted from the Information Package and no information has been given or withheld that results in the information, opinions, intentions, forecasts or projections contained in the Information Package being untrue or misleading in any material respect.
- (e) All other written information provided by any Group Member (including its advisers) to a Finance Party was true, complete and accurate in all material respects as at the date it was provided and is not misleading in any material respect.
- (f) For the purposes of this clause 20.8, **Information Package** means any written information (other than Green Loan Information) provided by any Obligor or any other Group Member to

any of the Finance Parties in connection with the Transaction Documents or the transactions referred to in them (including any information memorandum).

- (g) All Green Loan Information was true, complete and accurate in all material respects as at the date it was provided and is not misleading in any respect.

#### **20.9 Original Financial Statements**

- (a) The Original Financial Statements were prepared in accordance with GAAP consistently applied.
- (b) The audited Original Financial Statements give a true and fair view of the financial condition as at the end of the relevant Financial Year and the results of operations of the relevant Obligor (consolidated in the case of Guarantor A) during the relevant Financial Year.
- (c) The unaudited Original Financial Statements fairly present the financial condition as at the end of the relevant financial half year and the results of operations of the relevant Obligor and the Group (consolidated in the case of Guarantor A) during the relevant financial half year.
- (d) There has been no material adverse change in the assets, business or financial condition or operations of any Obligor (or the assets, business or operations or consolidated financial condition of the Group, in the case of Guarantor A) since the date of the Original Financial Statements.

#### **20.10 Pari passu ranking**

Each Obligor's payment obligations under the Finance Documents to which it is, or is to be, a party rank at least pari passu with all its other present and future unsecured and unsubordinated payment obligations, except for obligations mandatorily preferred by law applying to companies generally.

#### **20.11 Ranking and effectiveness of security**

Subject to the Legal Reservations and any filing, registration or notice requirements which is referred to in any Legal Opinion:

- (a) the Transaction Security has (or will have when the relevant Security Documents have been executed) the priority which it is expressed to have in the Security Documents;
- (b) the Charged Property is not subject to any Security Interest other than Permitted Security Interests; and
- (c) the Transaction Security will constitute perfected security on the assets described in the Security Documents.

#### **20.12 Ownership of Charged Property**

Each Obligor is the sole legal and beneficial owner of the Charged Property over which it purports to grant a Security Interest under the Security Documents.

#### **20.13 No insolvency**

No corporate action, legal proceeding or other procedure or step described in clause 33.9 (*Insolvency proceedings*) or creditors' process described in clause 33.10 (*Creditors' process*) has been taken or, to the knowledge of any Obligor, threatened in relation to a Group Member and none of the circumstances described in clause 33.8 (*Insolvency*) applies to any Group Member.

**20.14 No filing or stamp taxes**

Under the laws of each Obligor's Relevant Jurisdictions it is not necessary that any Finance Document to which it is, or is to be, party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to any such Finance Document or the transactions contemplated by the Finance Documents except for any filing, recording or enrolling or any tax (including stamp duty) or fee payable in relation to any Finance Document which is referred to in any Legal Opinion and which will be made or paid promptly after the date of the relevant Finance Document.

**20.15 Deduction of Tax**

No Obligor is required to make any Tax Deduction (as defined in clause 14.1 (*Definitions*)) from any payment it may make under any Finance Document to which it is, or is to be, a party and no other party is required to make any such deduction from any payment it may make under any other Transaction Document.

**20.16 Tax compliance**

- (a) No Obligor or other Group Member is materially overdue in the filing of any Tax returns or overdue in the payment of any amount in respect of Tax.
- (b) No claims or investigations are being, or are reasonably likely to be, made or conducted against any Obligor or other Group Member with respect to Taxes such that a liability of, or claim against, any Obligor or other Group Member is reasonably likely to arise for an amount for which adequate reserves have not been provided in the Original Financial Statements and which is reasonably likely to have a Material Adverse Effect.
- (c) Each Obligor is resident for Tax purposes only in its Original Jurisdiction.

**20.17 Other Tax matters**

The execution or delivery or performance by any Party of the Finance Documents will not result in any Finance Party:

- (a) having any liability in respect of Tax in any Flag State;
- (b) having or being deemed to have a place of business in any Flag State or any Relevant Jurisdiction of any Obligor.

**20.18 No Default**

- (a) No Default is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Transaction Document.
- (b) No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or any other Group Member or to which any Obligor's (or any other Group Member's) assets are subject which is reasonably likely to have a Material Adverse Effect.

**20.19 No proceedings**

- (a) No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which is reasonably likely to have a Material Adverse Effect has or have (to the best of any Obligor's knowledge and belief (having made due and careful enquiry)) been started or threatened against any Obligor or any other Group Member.

- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of any Obligor's knowledge and belief (having made due and careful enquiry)) been made against any Obligor or any other Group Member.

**20.20 No breach of laws**

- (a) No Obligor or other Group Member has breached any law or regulation which breach is reasonably likely to have a Material Adverse Effect.
- (b) No labour dispute is current or, to the best of any Obligor's knowledge and belief (having made due and careful enquiry), threatened against any Obligor which is reasonably likely to have a Material Adverse Effect.

**20.21 Environmental and social matters**

- (a) The Borrower and each Obligor have obtained, and, unless otherwise reported in writing to the Agent, performed and observed all Environmental Laws, Social Laws and Environmental Approvals.
- (b) No Environmental Incident, Social Incident, Environmental Claim, Social Claim or IMO Code Claim has occurred which has not been reported in writing to the Agent.
- (c) No Environmental Law applicable to any Ship has been violated.
- (d) No Environmental Law applicable to any Obligor and/or any of its ships (other than the Ships) has been violated in a manner or to an extent which might have a Material Adverse Effect.
- (e) No material Environmental Claim has been made or is threatened or pending against any Ship and there has been no material Environmental Incident which has given rise to such a claim.
- (f) No material Environmental Claim has been made or is threatened or pending against any Obligor or where that claim might have a Material Adverse Effect and there has been no Environmental Incident which has given rise to such a claim.

**20.22 Anti-bribery, anti-corruption and anti-money laundering laws**

Neither an Obligor nor any of their directors or officers, or (to the knowledge of an Obligor) any of its or its Subsidiaries' employees or agents, have engaged in any activity or conduct that would breach Anti-Corruption Laws or Anti-Money Laundering Laws, and it has conducted its businesses in compliance with Anti-Corruption Laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with Anti-Corruption Laws and Anti-Money Laundering Laws.

**20.23 Security and Financial Indebtedness**

- (a) No Security Interest exists over all or any of the present or future assets of any Obligor or other Group Member in breach of this Agreement.
- (b) No Obligor or other Group Member has any Financial Indebtedness outstanding in breach of this Agreement.

**20.24 Shares**

- (a) The shares of each Owner are fully paid and not subject to any option to purchase or similar rights.
- (b) The Constitutional Documents of each Owner do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Security Documents.

- (c) There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of each Owner (including any option or right of pre-emption or conversion).

**20.25 Ownership of Obligors**

Each Obligor (other than Guarantor A) is a direct or indirect wholly owned Subsidiary of Guarantor A (with the exception of a Bareboat Charterer under a JV Bareboat Charter or the Collateral Guarantor following the Potential Investment, which is a direct or indirect Subsidiary of Guarantor A).

**20.26 No Change of Control**

There has not been a Change of Control.

**20.27 Accounting Reference Date**

The Financial Year-end of each Obligor and other Group Member is the Accounting Reference Date.

**20.28 No adverse consequences**

- (a) It is not necessary under the laws of the Relevant Jurisdictions of any Obligor:
- (i) in order to enable any Finance Party to enforce its rights under any Finance Document to which it is, or is to be, a party; or
  - (ii) by reason of the execution of any Finance Document or the performance by any Obligor of its obligations under any Finance Document,
- that any Finance Party should be licensed, qualified or otherwise entitled to carry on business in any of such Relevant Jurisdictions.
- (b) No Finance Party is or will be deemed to be resident, domiciled or carrying on business in any Relevant Jurisdiction of any Obligor by reason only of the execution, performance and/or enforcement of any Finance Document.

**20.29 Copies of documents**

The copies of those Transaction Documents which are not Finance Documents and the Constitutional Documents of the Obligors delivered to the Agent under clause 4 (*Conditions of Utilisation*) will be true, complete and accurate copies of such documents and include all amendments and supplements to them as at the time of such delivery and no other agreements or arrangements exist between any of the parties to those Transaction Documents which would materially affect the transactions or arrangements contemplated by them or modify or release the obligations of any party under them.

**20.30 ECA Policies**

No Obligor has done or omitted to do anything, and to each Obligor's knowledge no event or circumstance has occurred, which has made or could make any ECA Policy void or voidable and no Obligor has received any notification that the liability of an ECA under any ECA Policy has been reduced or avoided.

**20.31 Breach, etc. of any Building Contract Document**

No Obligor nor (so far as the Obligors are aware) any other person is in breach of any Building Contract Document to which it is a party nor has anything occurred which entitles or may entitle any party to rescind or terminate it or decline to perform their obligations under it or which would render it illegal, invalid or unenforceable.

**20.32 No breach of charters**

No Obligor is in breach of any Bareboat Charter to which it is a party nor has anything occurred which entitles or which may entitle any party to rescind or terminate it or decline to perform their obligations under it.

**20.33 No immunity**

No Obligor or any of its assets is immune to any legal action or proceeding.

**20.34 Sanctions**

- (a) No Obligor, no other Group Member nor any of their respective directors, officers or, so far as each Obligor is aware, none of their employees:
  - (i) is a Restricted Party;
  - (ii) is in breach of Sanctions;
  - (iii) owns or controls a Restricted Party;
  - (iv) is currently engaging in any transaction, activity or conduct which is reasonably likely to result in a violation of Sanctions; or
  - (v) is, to its knowledge subject to, involved in or has received notice of any complaint, claim, action, suit, proceedings, formal notice, investigation or other action by any regulatory or enforcement authority or any Sanctions Authority.
  
- (b) Each Obligor has implemented and maintains a Sanctions compliance policy or equivalent which, in accordance with the recommendations of the Sanctions Advisory, is designed to ensure compliance by that Obligor, each Group Member and their respective directors, officers, employees and agents with Sanctions. Each Obligor, each Group Member and their respective directors, officers and, to the knowledge of that Obligor, its employees, are in compliance with Sanctions in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in such Obligor being designated as a Restricted Party. Without limitation on the foregoing, such Sanctions compliance policy shall procure that each Obligor, each Group Member and their respective directors, officers, employees and agents shall, where applicable:
  - (i) conduct their activities in a manner compliant with Sanctions;
  - (ii) have sufficient resources in place to ensure execution of and compliance with their own Sanctions policies by their personnel, including but not limited to direct hires, contractors, and staff;
  - (iii) ensure Subsidiaries and Affiliates comply with the relevant policies, as applicable;
  - (iv) have relevant controls in place to monitor automatic identification system (AIS) transponders;
  - (v) have controls in place to screen and assess onboarding or offloading cargo in areas they determine to present a high risk;
  - (vi) have controls to assess authenticity of bills of lading, as necessary; and
  - (vii) have controls in place consistent with the Sanctions Advisory.

**20.35 Ship status**

Each Ship will on the first day of the relevant Mortgage Period be:

- (a) registered in the name of the relevant Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;
- (b) operationally seaworthy and fit for service in all material respects;
- (c) classed with the relevant Classification as required under this Agreement free of any overdue requirements and recommendations of the relevant Classification Society affecting class; and
- (d) insured in the manner required by the Finance Documents.

**20.36 Ship's employment**

Each Ship shall on the first day of the relevant Mortgage Period be free of any charter commitment under a Charter which, if entered into after that date, would require approval under the Finance Documents.

**20.37 Address commission**

There are no rebates, commissions or other payments to the Builder or the Obligors in connection with any Building Contract Document other than those referred to in it.

**20.38 Times when representations are made**

- (a) All of the representations and warranties set out in this clause 20 (other than Ship Representations, the representation in paragraph (g) of clause 20.8 (*No misleading information*), and the representations set out in clauses 20.14 (*No filing or stamp taxes*) to 20.17 (*Other Tax matters*) and clause 20.28 (*No adverse consequences*)) are deemed to be made on the dates of:
  - (i) this Agreement;
  - (ii) the Utilisation Request; and
  - (iii) the Utilisation.
- (b) The Repeating Representations are deemed to be made on the first day of each Interest Period.
- (c) All the representations and warranties in this clause 20 except clause 20.8 (*No misleading information*) are deemed to be made by each Additional Guarantor on the day on which it becomes (and on the date it is proposed that it becomes) an Additional Guarantor.
- (d) All of the Ship Representations in relation to a Ship are deemed to be made on the first day of the Mortgage Period for the relevant Ship.
- (e) The representation in paragraph (g) of clause 20.8 (*No misleading information*) is deemed to be made by each Obligor on the date of each Green Loan Compliance Certificate.
- (f) The representations set out in clauses 20.14 (*No filing or stamp taxes*) to 20.17 (*Other Tax matters*) and clause 20.28 (*No adverse consequences*) shall be made on the date of this Agreement and in accordance with paragraph (c) above.
- (g) Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.



## **21 Information undertakings**

### **21.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 21 will be complied with throughout the Facility Period.

### **21.2 Interpretation**

In this clause 21:

**Annual Financial Statements** means each of the audited consolidated financial statements for a Financial Year of Guarantor A delivered pursuant to paragraph (a) of clause 21.3 (*Financial statements*).

**Semi-Annual Financial Statements** means each of the consolidated financial statements for the first half year of the Financial Year of Guarantor A delivered pursuant to paragraph (b) of clause 21.3 (*Financial statements*).

### **21.3 Financial statements**

- (a) The Obligors shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests) and the Agent shall supply to the Lenders and to the ECA Agent (who will supply to the ECAs) as soon as the same become available, but in any event:
  - (i) within 120 days after the end of each Financial Year, the audited consolidated financial statements of Guarantor A for that Financial Year; and
  - (ii) within 180 days after the end of each Financial Year:
    - (A) to the extent that audited financial statements are required to be prepared for the Borrower under the Companies Act 2006, the audited financial statements of the Borrower for that Financial Year; and
    - (B) to the extent that there is no requirement for audited financial statements to be prepared for the Borrower under the Companies Act 2006, and provided that all conditions set out in Chapter 4 of Part 15 and Chapter 1 of Part 16 of the Companies Act 2006 have been complied with, the audited financial statements of the Group Member incorporated in the United Kingdom (which consolidates the Borrower) for which consolidated audited financial statements will be prepared for that Financial Year.
- (b) The Obligors shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests) and the Agent shall supply to the Lenders and to the ECA Agent (who will supply to the ECAs) as soon as the same become available, but in any event within 90 days after the end of the first half year of each of its Financial Year (namely each six month period ending on 30 June of a Financial Year) the unaudited consolidated financial statements of Guarantor A for that financial half year.

### **21.4 Provision and contents of Compliance Certificate and Employment Compliance Certificate**

- (a) The Obligors shall supply to the Agent and the Agent shall supply to each Lender and each ECA:
  - (i) a Compliance Certificate, with each set of Annual Financial Statements and Semi-Annual Financial Statements; and
  - (ii) an Employment Compliance Certificate on each Testing Date.

- (b) Each Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with clause 22 (*Financial Covenants*).
- (c) Each Employment Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with clause 22.5(a) (*Employment cover*).
- (d) Each Compliance Certificate and Employment Compliance Certificate shall be signed by the chief executive officer or chief financial officer of Guarantor A.

#### **21.5 Requirements as to financial statements**

- (a) The Borrower shall procure that each set of financial statements delivered pursuant to clause 21.3 (*Financial statements*) includes a profit and loss account, a balance sheet and a cashflow statement and that, in addition, each set of such annual financial statements shall be audited by the Auditors.
- (b) Each set of financial statements delivered pursuant to clause 21.3 (*Financial statements*) shall:
  - (i) be certified by a director of the relevant company as fairly presenting, its financial condition and operations as at the date as at which those financial statements were drawn up and, in the case of the annual financial statements, shall be accompanied by any letter addressed to the management of the relevant company by the Auditors and accompanying those financial statements; and
  - (ii) in the case of audited annual financial statements, not be the subject of any material qualification in the Auditors' opinion.
- (c) Guarantor A shall procure that each set of financial statements delivered pursuant to clause 21.3 (*Financial statements*) shall be prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements, unless, in relation to any set of financial statements, Guarantor A notifies the Agent that there has been a change in GAAP or the accounting practices and the Auditors deliver to the Agent:
  - (i) a description of any change necessary for those financial statements to reflect the GAAP or accounting practices and reference periods upon which corresponding Original Financial Statements were prepared; and
  - (ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether clause 22 (*Financial covenants*) has been complied with and to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.
- (d) Any reference in this Agreement to any financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

#### **21.6 Budget**

- (a) Subject to paragraph (d) below, Guarantor A shall supply to the Agent, as soon as the same become available but in any event before the start of each of its Financial Years, an electronic copy of its preliminary annual budget for that Financial Year. Such budget will be for preliminary information purposes only and will not have been reviewed and/or approved by Guarantor A's board of directors. Guarantor A shall immediately upon the release of its annual report and final budget for the relevant Financial Year supply the Agent with the final budget as approved by its board of directors.

- (b) Subject to paragraph (d) below, Guarantor A shall ensure that each preliminary budget for a

Financial Year:

- (i) is in a form reasonably acceptable to the Agent and includes:
- (A) a projected consolidation profit and loss balance sheet and cashflow projections and a cashflow statement for the Group;
  - (B) projected financial covenant calculations; and
  - (C) any other information reasonably requested by any Lender or any ECA; for that Financial Year and itemised for each calendar month of that Financial Year;
- (ii) is prepared in accordance with GAAP and the accounting practices and financial reference periods applied to financial statements under clause 21.3 (*Financial statements*); and
- (iii) has been approved by the board of directors of Guarantor A.
- (c) Subject to paragraph (d) below, if Guarantor A updates or changes the budget, it shall within not more than 5 days of the update or change being made deliver to the Agent in sufficient copies each of the Lenders, such updated or changed budget together with a written explanation of the main changes in that budget.
- (d) Notwithstanding paragraphs (a) to (c) above, Guarantor A shall only be obliged to supply the Agent with a preliminary budget where such obligation will not (A) be in breach of (i) applicable market abuse regulations and/or (ii) the Danish Financial Supervisory Authority's or other relevant authority's interpretation of guidance requirements for listed companies and/or (B) require Guarantor A to make a public disclosure under applicable market abuse regulation and/or the Danish Financial Supervisory Authority's or other relevant authority's interpretation of disclosure on guidance.

#### **21.7 Presentations**

Once in every Financial Year, or more frequently if requested to do so by the Agent if the Agent reasonably suspects a Default is continuing or may have occurred or may occur, the Obligors shall procure that at least two directors of Guarantor A (one of whom shall be the chief financial officer) give a presentation to the Finance Parties and the ECAs about the on-going business and financial performance of the Group and any other matter which a Finance Party or an ECA may reasonably request.

#### **21.8 Year-end**

The Borrower shall procure that each Financial Year-end of each Obligor and each Group Member falls on the Accounting Reference Date.

#### **21.9 Information: miscellaneous**

The Borrower shall supply to the Agent (in sufficient copies for all the Lenders and, if the Agent so requests, the ECAs):

- (a) at the same time as they are dispatched, copies of all documents dispatched by Guarantor A to its shareholders generally (or any class of them) or dispatched by Guarantor A or any Obligors to its creditors generally (or any class of them);
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any Group Member, and which, if adversely determined, might reasonably be expected to have a Material Adverse Effect;

- (c) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is made against any Group Member and which is reasonably likely to have a Material Adverse Effect;
- (d) promptly, such information as the Agent or the Security Agent may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents;
- (e) promptly following a request, such further information regarding the financial condition, assets and operations of the Group and/or any Group Member as any Finance Party through the Agent may reasonably request and which can be delivered without breach of any legally binding confidentiality restrictions and/or applicable market abuse regulations on the part of an Obligor;
- (f) promptly, such further information as may be required by any banking supervisory laws and regulations applicable to any Lender and/or as is in line with standard banking practice and which can be delivered without breach of any applicable market abuse regulations and/or, in the case of copies of a charter commitment or a summary of the terms of a charter commitment, legally binding confidentiality restrictions, on the part of an Obligor; and
- (g) promptly upon becoming aware of the same, and the Borrower shall procure that each other Obligor and each Group Member shall supply to the Agent (promptly upon becoming aware of the same), details of any claim, action, suit, proceedings or investigation against it in respect of Sanctions.

**21.10 Notification of Default**

- (a) Each Obligor shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon any Obligor becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).
- (b) Promptly upon a request by the Agent, the Borrower shall supply to the Agent a certificate signed by two of its directors or senior officers of Guarantor A on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

**21.11 Sufficient copies**

The Borrower, if so requested by the Agent, shall deliver sufficient copies of each document to be supplied under the Finance Documents to the Agent to distribute to each of the Lenders and the Hedging Providers.

**21.12 Direct electronic delivery by the Borrower**

The Borrower may satisfy their obligation under this Agreement to deliver any information in relation to a Lender or to an ECA by delivering that information directly to that Lender or that ECA, as the case may be, in accordance with clause 47.5 (*Electronic communication*) to the extent that Lender and the Agent agree to this method of delivery.

**21.13 “Know your customer” checks**

- (a) If:
  - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
  - (ii) any change in the status of an Obligor (or of a Holding Company of an Obligor) or the composition of the shareholders of an Obligor (or of a Holding Company of an Obligor) after the date of this Agreement;

- (iii) any internal policy of a Finance Party; or
- (iv) a proposed assignment by a Lender or a Hedging Provider of any of its rights under this Agreement or any Hedging Contract to a party that is not already a Lender or a Hedging Provider prior to such assignment,

obliges the Agent, the Security Agent, or the relevant Hedging Provider or any Lender (or, in the case of paragraph (iv) above, any prospective new Lender or the Security Agent) or Eksfin or EIFO to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it (or, where such information is not sufficiently up-to-date for the purpose of compliance with any banking supervisory laws applicable to any Lender and/or standard banking practices), each Obligor shall promptly upon the request of the Agent, the Security Agent, any Lender, any Hedging Provider or Eksfin or EIFO supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender, the Security Agent or any Hedging Provider) or any Lender, the Security Agent or any Hedging Provider (for itself or, in the case of the event described in paragraph (iv) above, on behalf of any prospective new Lender or Hedging Provider) or Eksfin or EIFO in order for the Agent, the Security Agent, such Lender or any Hedging Provider or Eksfin or EIFO or, in the case of the event described in paragraph (iv) above, any prospective new Lender or Hedging Provider to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) Each Finance Party shall, promptly upon the request of the Agent, the Security Agent, any Lender or Eksfin or EIFO, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent, the Security Agent, any Lender or Eksfin or EIFO (for itself) in order for it to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.
- (c) If the accession of such Additional Guarantor obliges the Agent, any Lender or any Hedging Provider or Eksfin or EIFO to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it, Guarantor A shall promptly upon the request of the Agent, any Lender or any Hedging Provider or Eksfin or EIFO supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective new Lender) or any Hedging Provider or Eksfin or EIFO in order for the Agent, such Lender or Hedging Provider or Eksfin or EIFO or any prospective new Lender to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the accession of such Subsidiary to this Agreement as an Additional Guarantor.

#### **21.14 ECA notification and information**

The Borrower (or Guarantor A on its behalf) shall promptly:

- (a) notify the Agent (and the Agent shall notify the ECA Agent and each Lender) forthwith via email thereafter confirmed by letter of the occurrence of any political or commercial risk covered by any ECA Policy; and
- (b) provide the Agent (and the Agent shall provide the ECA Agent and each Lender) with copies of all financial or other information required by the Agent to satisfy any request for information by an ECA pursuant to any ECA Policy.

### 21.15 Building Contract Documents

The Borrower shall promptly provide to the Agent such information that the Agent may reasonably request in relation to the Building Contract Documents, the progress and status of construction of Ship A thereunder and any related costs.

### 21.16 Green Loan Compliance Certificate and Green Loan Report

- (a) The Borrower shall supply to the Agent in sufficient copies for all the Lenders, as soon as the same becomes available but, subject to paragraph (b) below, in any event within 120 days after the end of their financial year, a Green Loan Compliance Certificate for that financial year.
- (b) The first Green Loan Compliance Certificate in respect of a financial year shall be delivered to the Agent in respect of the financial year ending no less than 8 Months after Ship A has come into operation.
- (c) Each Green Loan Compliance Certificate in respect of a financial year shall:
  - (i) set out (in reasonable detail) the Borrower's compliance with the Green Asset Criteria for the relevant financial year (including relevant computations);
  - (ii) attach a correct and complete copy of the annual non-financial disclosure report prepared by Guarantor A and, in respect of the financial year ending 31 December 2025 and each subsequent financial year, reviewed and verified by the External Reviewer setting out the Borrower's green loan-related information for the relevant financial year in sufficient detail for the Lenders to assess whether the Green Asset Criteria have been complied with by the Borrower during that financial year (a **Green Loan Report**);
  - (iii) ensure that each Green Loan Report includes the following items, based on and subject to availability of any relevant data (and if such relevant data is not available, based on expected impact): installed capacity in MW or annual renewable generation (MWh) and, if feasible, CO2 emissions saved; number of installed wind turbines; fuel consumption and/or CO2 emissions; and other relevant emissions such as Sox and Nox, PM; and
  - (iv) confirm that the Green Loan Report relating to the relevant financial year and attached to the Green Loan Compliance Certificate is a correct and complete copy of the original and has not been amended or superseded as at the date of the Green Loan Compliance Certificate.
- (d) Each Green Loan Compliance Certificate shall be signed by two directors of the Borrower.
- (e) Each Obligor shall supply to the Agent a copy of any amendments to or updated versions of the Green Finance Second Party Opinion immediately upon receipt from the External Reviewer.

### 21.17 Green Loan Compliance Certificate Inaccuracy

- (a) The Borrower (or Guarantor A on its behalf) shall notify the Agent upon becoming aware of any inaccuracy in a Green Loan Compliance Certificate (a **Green Loan Compliance Certificate Inaccuracy**). Such notice shall be provided together with:
  - (i) a description (in reasonable detail) of the relevant Green Loan Compliance Certificate Inaccuracy; and
  - (ii) a revised Green Loan Compliance Certificate which complies with the requirements of paragraph (c) of clause 21.16 (*Green Loan Compliance Certificate and Green*

*Loan Report*) and which corrects the relevant Green Loan Compliance Certificate Inaccuracy.

- (b) Notwithstanding any other provision of this clause 21.17, a Green Loan Compliance Certificate Inaccuracy shall not constitute a Default or an Event of Default.

#### **21.18 Green Loan Information**

- (a) The Borrower shall supply to the Agent within a reasonable time any additional information which any Lender (through the Agent) or any ECA (through the ECA Agent) may reasonably request in order to:
  - (i) determine and confirm if the Green Asset Criteria have been complied with by the Borrower; or
  - (ii) otherwise determine a Group Member's compliance with its obligations under any Green Loan Provision.
- (b) The Borrower shall notify the Agent within a reasonable time:
  - (i) of becoming aware that an External Reviewer has threatened to terminate its appointment, or that an External Reviewer's appointment has been terminated; and
  - (ii) of the appointment of any successor External Reviewer.
- (c) The Parties acknowledge and agree that the Agent, the Lenders and the ECAs may rely, without independent verification, upon the accuracy, adequacy and completeness of the Green Loan Information, and that neither the Agent, the Lenders nor any ECA:
  - (i) assumes any responsibility or has any liability for the Green Loan Information; or
  - (ii) has an obligation to conduct any appraisal of any Green Loan Information.

#### **22 Financial covenants**

##### **22.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 22 will be complied with throughout the Facility Period.

##### **22.2 Financial definitions**

In this clause 22:

**Cash and Cash Equivalents** means at any relevant time:

- (a) cash in hand or on deposit with any bank;
- (b) Cash Equivalent Investments;
- (c) any undrawn and available amounts under any committed revolving and overdraft credit facilities; and
- (d) any other instrument, security or investment approved by the Majority Lenders,

which is free from any Security Interest (with the exception of any Account Security or Collateral Account Security, as applicable, relating to an Earnings Account unless an Event of Default is continuing) and/or restrictions and to which any Group Member is beneficially entitled at that time

and which are readily available to Group Members and capable of being applied against Financial Indebtedness, as demonstrated by the then most recent Financial Statements.

**Cash Equivalent Investments** means at any time:

- (a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;
- (b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;
- (c) commercial paper not convertible or exchangeable to any other security:
  - (i) for which a recognised trading market exists;
  - (ii) issued by an issuer incorporated in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State;
  - (iii) which matures within one year after the relevant date of calculation; and
  - (iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and noncredit enhanced debt obligations, an equivalent rating;
- (d) any investment in money market funds which:
  - (i) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited; and
  - (ii) invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above, to the extent that investment can be turned into cash on not more than 30 days' notice; or
- (e) any stocks payable in a freely convertible and transferable currency and which are listed on a stock exchange acceptable to the Majority Lenders.

**EBITDA** means, at any time and in respect of any Measurement Period, the consolidated profit on ordinary activities of the Group before taxation for the twelve month period ending at the end of such Measurement Period, but:

- (a) adjusted to exclude interest receivable and interest payable and other similar income or costs to the extent not already excluded;
- (b) adjusted to exclude any gain or loss realised on the disposal of fixed assets (whether tangible or intangible);
- (c) after adding back depreciation and amortisation charged which relates to such period;
- (d) adjusted to exclude any exceptional, one-off, non-recurring or extraordinary items; and
- (e) after deducting any profit arising out of the release of any provisions against a liability or charge and adding back any provision relating to long term assets or contracts,



as shown in the then most recent Financial Statements relevant to the twelve month period ending at the end of such Measurement Period.

**Equity Ratio** means, at any relevant time and in relation to a Measurement Period, the ratio of (a) the Shareholders' Equity to (b) Total Assets.

**Financial Statements** means any of the Annual Financial Statements and/or the Semi-Annual Financial Statements referred to and defined as such in clause 21 (*Information undertakings*).

**Gross Contracted Revenues** means, as at each Testing Date, the forecasted total consolidated forward looking anticipated cash revenues from legally binding committed charter commitments for Ship A over the 12-month period following the relevant Testing Date (and adjusted on a full cash basis by excluding any part of the revenue already paid), taking into account any revenues from charter commitments and any mobilisation, sea fastening and demobilisation costs and any project related activity (but excluding all options and conditional or contingent payments (other than being conditional on performance of the relevant Obligor's or Group Member's obligations under such charter commitments)).

**Gross Interest Bearing Debt** means, at any relevant time, the interest bearing debt of the Group calculated on a consolidated basis as set out in the then most recent Financial Statements.

**Measurement Period** means each Financial Year of Guarantor A and the first half year of each Financial Year of Guarantor A for which Financial Statements are to be delivered to the Agent under clause 21.3 (*Financial statements*).

**Net Interest Bearing Debt** means, at any relevant time and in respect of a Measurement Period, the Gross Interest Bearing Debt minus Cash and Cash Equivalents, each as set out in the then most recent Financial Statements relevant to such Measurement Period.

**Shareholders' Equity** means, at any time and in relation to a Measurement Period, the "total shareholders' equity" for the Group shown (on the basis of book values) in the then most recent Financial Statements relevant to such Measurement Period.

**Testing Date** means the Delivery Date and each date thereafter on which a Compliance Certificate is due to be delivered by the Obligors together with the Annual Financial Statements pursuant to clause 21.4 (*Provision and contents of Compliance Certificate and Employment Compliance Certificate*).

**Total Assets** means, at any time and in relation to any Measurement Period, the aggregate of "total assets" of the Group as shown (on the basis of book values) in the then most recent Financial Statements relevant to such Measurement Period.

**Working Capital** means, at any time, the current assets less the current liabilities of the Group, each as shown in, and calculated in accordance with, the then most recent Financial Statements, but, adjusted by:

- (a) not including in "current assets" any "restricted cash" and including in "current assets" any undrawn and available amount of any committed loan or credit facility; and
- (b) not including in "current liabilities" (i) advance payments received under charter commitments which are classified as "current liabilities" under GAAP, (ii) "restricted cash" related to derivatives exposure already adjusted for under "current assets" or (iii) any "Current portion of long-term interest bearing debt" liabilities,

each as shown in the then most recent Financial Statements relevant to such Measurement Period.

### 22.3 Financial condition

Guarantor A shall ensure that throughout the Facility Period:

- (a) **Equity Ratio:** at all times during and in respect of each Measurement Period, the Equity Ratio shall be higher than 0.35:1.0;
- (b) **Liquidity:** the Group (on a consolidated basis) maintains at all times Cash and Cash Equivalents which are at all times not less than:
  - (i) if at any relevant time the ratio of (1) the total forward-looking anticipated cash revenues of the Group from all legally binding and committed contracts for all the Fleet Vessels for a Measurement Period excluding all options and conditional or contingent payments (other than being conditional on performance of the relevant Obligor's or Group Member's obligations under such charter commitments) and adjusted on a full cash basis by excluding any part of the revenue already paid (as the same is calculated by Guarantor A to the satisfaction of the Agent) to (2) Net Interest Bearing Debt for the same Measurement Period is equal to or higher than 50%, the higher of €35,000,000 and 5% of the Gross Interest Bearing Debt; and
  - (ii) at all other times, the higher of €50,000,000 and 7.5% of the Gross Interest Bearing Debt; and
- (c) **Working Capital:** at all times during and in respect of each Measurement Period, the Working Capital shall be higher than zero (0).

#### 22.4 Financial testing

The financial covenants set out in clause 22.3 (*Financial condition*) shall be calculated in accordance with GAAP and tested by reference to each of the consolidated financial statements of Guarantor A delivered pursuant to clause 21.3 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to clause 21.4 (*Provision and contents of Compliance Certificate and Employment Compliance Certificate*).

#### 22.5 Employment cover

- (a) On each Testing Date, the Borrower shall demonstrate by way of an Employment Compliance Certificate whether the Gross Contracted Revenues for Ship A are equal to or greater than USD 30,000,000.
- (b) In the event that the Gross Contracted Revenues for Ship A are below USD 30,000,000 for any Testing Date, the provisions of clause 30.3(d) and (e) (*Debt Service Reserve Account*) shall apply.
- (c) For the avoidance of doubt, there shall be no Event of Default pursuant to paragraph (a) or (b) above as a result of the Gross Contracted Revenues for Ship A being below USD 30,000,000 provided that the Borrower complies with the requirements set out in clause 30.3(d) and (e) (*Debt Service Reserve Account*).

### 23 General undertakings

#### 23.1 Undertaking to comply

Each Obligor who is a Party undertakes that this clause 23 will be complied with by and in respect of each Obligor and each other Group Member throughout the Facility Period.

#### 23.2 Use of proceeds

The proceeds of each Utilisation shall be used exclusively for the purposes specified in clause 3 (*Purpose*) and, if requested by the Agent, the Borrower shall promptly provide to the Agent any supporting evidence requested to verify that the proceeds are being used for the financing of Green Assets.

### 23.3 Authorisations

Each Obligor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Agent of,

any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

- (i) enable it to perform its obligations under the Transaction Documents;
- (ii) ensure the legality, validity, enforceability or admissibility in evidence of any Transaction Document; and
- (iii) carry on its business where failure to do so has, or is reasonably likely to have, a Material Adverse Effect.

### 23.4 Compliance with laws

Each Obligor shall (and shall ensure that each other Group Member will), comply in all respects with all laws and regulations (including Environmental Laws) to which it may be subject where failure to comply is reasonably likely to have a Material Adverse Effect.

### 23.5 Anti-bribery, anti-corruption and anti-money laundering laws

- (a) No portion of:
  - (i) the proceeds of the Loan will be used, directly or indirectly:
    - (A) in violation of Anti-Corruption Laws or Anti-Money Laundering Laws; or
    - (B) for any payment, promise to pay, or authorization of any payment (or giving of anything of value) to any person (including any governmental official or employee, political party, official of a political party, candidate for political office or anyone else acting in an official capacity) in order to improperly obtain, retain or direct business, or obtain any undue influence or improper advantage; and
  - (ii) any funds paid or remitted by any Obligor to the Lenders in connection with this Agreement will be derived from any activity in violation of Anti-Corruption Laws or Anti-Money Laundering Laws.
- (b) Each Obligor shall:
  - (i) conduct its business in compliance with Anti-Corruption Laws and Anti-Money Laundering Laws; and
  - (ii) maintain policies and procedures designed to promote and achieve compliance with such laws.

### 23.6 Tax compliance

- (a) Each Obligor shall (and shall ensure that each other Group Member will) pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:
  - (i) such payment is being contested in good faith;

- (ii) adequate reserves are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Agent under clause 21.3 (*Financial statements*); and
  - (iii) such payment can be lawfully withheld.
- (b) Except as approved by the Majority Lenders, each Obligor shall maintain its residence for Tax purposes in the jurisdiction in which it is incorporated and ensure that it is not resident for Tax purposes in any other jurisdiction.

**23.7 Change of business**

Except as approved by all the Lenders and the ECAs (each such approval not to be unreasonably withheld or delayed), no substantial change will be made to the general nature of the business of Guarantor A, the Obligors or the Group taken as a whole from that carried on at the date of this Agreement.

**23.8 Listing**

The common shares of Guarantor A shall remain listed on the Oslo Stock Exchange and the New York Stock Exchange or such other stock exchange acceptable to the Majority Lenders and the ECAs.

**23.9 Merger**

- (a) Subject to paragraph (b) below and except as approved by all the Lenders and the ECAs, no Obligor shall (and the Obligors shall ensure that no other Group Member will) enter into any amalgamation, demerger, merger, consolidation, redomiciliation, legal migration or corporate reconstruction (other than the solvent liquidation of any Group Member which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other Group Members).
- (b) In the case of Guarantor A only, Guarantor A may enter into an amalgamation, demerger, merger, consolidation, redomiciliation, legal migration or corporate reconstruction if:
- (i) it is to be the surviving entity of such action;
  - (ii) such action does not and would not be reasonably likely to cause a Material Adverse Effect;
  - (iii) satisfactory “know your customers” checks by the Lenders and the ECAs have been completed;
  - (iv) EIFO is satisfied that such action does not result in a breach of the Danish economic content requirements of EIFO under the EIFO Guarantee Policy, including but not limited to the requirement that:
    - (A) Guarantor A’s headquarters shall be located in Denmark;
    - (B) the conduct of Guarantor A’s day-to-day operations (including management decisions) shall take place in Denmark; and
    - (C) no Headcount Decrease will occur as a result of or following such action; and
  - (v) no Default exists at the time of such action or would result from the same.

**23.10 Further assurance**

- (a) Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent or the

Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

- (i) to perfect the Security Interests created or intended to be created by that Obligor under, or evidenced by, the Security Documents (which may include the execution of a mortgage, charge, assignment or other security over all or any of the assets which are, or are intended to be, the subject of the Security Documents) or to protect or ensure the priority of such Security Interests or for the exercise of any rights, powers and remedies of the Security Agent and/or any other Finance Parties provided by or pursuant to the Finance Documents or by law;
  - (ii) to confer on the Security Agent and/or any other Finance Parties Security Interests over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to the Security Documents;
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Documents; and/or
  - (iv) to facilitate the accession by a New Lender to any Security Document following an assignment in accordance with clause 35.1 (*Assignments by the Lenders*).
- (b) Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest (or the priority of any Security Interest) conferred or intended to be conferred on the Security Agent and/or any other Finance Parties by or pursuant to the Finance Documents.

### **23.11 Negative pledge in respect of Charged Property**

Except as approved by the Lenders, Eksfin and EIFO and except for Permitted Security Interests, no Obligor will grant or allow to exist any Security Interest over any Charged Property (and in respect of any Charged Property, such undertaking shall be effective on and from the Utilisation Date).

### **23.12 Environmental and social matters**

- (a) The Borrower shall inform the Agent in writing promptly, and in any event no later than three (3) Business Days from the date of the Borrower's discovery thereof, of any of the following events:
- (i) an Environmental Incident;
  - (ii) a Social Incident;
  - (iii) a Environmental Claim;
  - (iv) a Social Claim; and/or
  - (v) a IMO Code Claim.
- (b) The Borrower shall, if requested by the Agent (on behalf any of the Lenders or ECAs), address any Environmental Incident, Environmental Claim, Social Incident, Social Claim or IMO Code Claim through a Corrective Action Plan developed by the Borrower within sixty (60) days after such incident or claim occurred or such other date mutually agreed between the parties. The Corrective Action Plan shall be in form and substance satisfactory to the Agent (on behalf of the relevant Lender or ECA) and the Borrower shall ensure that the Corrective Action Plan is diligently pursued. Any breach of any obligations under this clause may cause a request for mandatory prepayment in accordance with clause 8.12 (*Mandatory*).

*prepayment — Environmental and Social Incidents and Claim*) but will not be an Event of Default under clause 33.5 (*Other obligations*).

- (c) The Borrower shall (and shall procure that each Manager and Bareboat Charterer shall) (i) comply in all respects with all Environmental Laws and Social Laws applicable to any of them or the Ships, including without limitation, requirements relating to manning and (ii) obtain, maintain and ensure compliance with all requisite Environmental Approvals applicable to any of them and/or the Ships and (iii) maintain or implement procedures to monitor compliance with and to prevent liability under any Environmental Laws, Social Laws and the EU Ship Recycling Regulation or the Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships 2009.
- (d) The Borrower will procure that the environmental and social matters requirements set out at Schedule 14 (*EIFO Guarantee Policy - Environmental and social matters*) (which form part of the EIFO Guarantee Policy and are set out in paragraph 8 of the Appendix (*Special Terms and Conditions*) forming part of the EIFO Guarantee Policy) are complied with and to the extent that there is any conflict between the provisions set out in Schedule 14 (*EIFO Guarantee Policy - Environmental and social matters*) and the terms of this Agreement, the provisions set out in Schedule 14 (*EIFO Guarantee Policy - Environmental and social matters*) shall prevail.

### **23.13 Sanctions**

- (a) The Obligors shall not (and they shall procure that none of the other Group Members will) directly or indirectly, use the proceeds of the Facility or allow these proceeds to be used (or lend, contribute or otherwise make available such proceeds to any person) to fund, participate or contribute to, any activities or business of, with or related to (or otherwise to make funds available to or for the benefit of) any person who is a Restricted Party or in a Sanctioned Country.
- (b) Each Obligor shall, and it shall procure that each other Group Member will, ensure that it shall not use any revenue or benefit derived from any activity or dealing with a Restricted Party in breach of Sanctions or in a Sanctioned Country for the purpose of discharging amounts owing to any Finance Party in respect of the Facility. The Obligors will not (and they shall procure that no other Group Member will) employ the Ships in breach of Sanctions nor allow their employment, operation or management by a Restricted Party in breach of Sanctions or in a Sanctioned Country or in any manner that may lead to a breach of Sanctions.
- (c) The Obligors shall, and they shall procure that each other Group Member will, implement and maintain appropriate safeguards designed to prevent any action that would be contrary to any of the above paragraphs.
- (d) Each Obligor shall, and shall procure that each other Group Member will, promptly upon becoming aware of the same, supply to the Agent details of any claim, action, suit, proceedings or investigation against it with respect to Sanctions.

### **23.14 ECA requirements**

- (a) No Obligor shall act (or omit to act) in a manner that is inconsistent with any requirement of any ECA under or in connection with an ECA Policy and, in particular:
  - (i) each Obligor shall do all that is necessary to ensure that all requirements of each ECA under or in connection with each ECA Policy are complied with including, for the avoidance of doubt, the environmental and social matters requirements set out at Schedule 14 (*EIFO Guarantee Policy - Environmental and social matters*) (which form part of the EIFO Guarantee Policy and are set out in paragraph 8 of the Appendix (*Special Terms and Conditions*) forming part of the EIFO Guarantee Policy) and to the extent that there is any conflict between the provisions set out in Schedule 14 (*EIFO Guarantee Policy - Environmental and social matters*) and the

terms of this Agreement, the provisions set out in Schedule 14 (*EIFO Guarantee Policy - Environmental and social matters*) shall prevail;

- (ii) each Obligor will refrain from acting in any manner which could result in a breach of any requirements of any ECA under or in connection with any ECA Policy or affect the validity of them;
- (iii) no Obligor shall take any action or omit to take any action which would directly or indirectly:
  - (A) permit the restriction, revocation, annulment or termination of any ECA Policy; or
  - (B) give rise to an exclusion or defence to payment applicable to an insured loss under any ECA Policy; or
  - (C) otherwise adversely affect the interests and rights of the Lenders under any ECA Policy.
- (b) Each Obligor shall take all measures (including, but not limited to, administrative, judicial and arbitral measures) to avert any risk covered by each ECA Policy.
- (c) Each Obligor agrees that, in the event that the ECA Agent or the Agent notifies it that the ECA Agent has filed or intends to file a claim for payment under any ECA Policy, the Borrower shall:
  - (i) use its best efforts to assist in filing a claim for compensation, indemnity or reimbursement in respect of any loss;
  - (ii) use its best efforts to co-operate in good faith with the ECA Agent and the relevant ECA with respect to any verification of claim, eligibility or amount by any such person (including but not limited to providing evidence, documentation, information, certificates and other forms of proof reasonably requested in connection therewith);
  - (iii) when required by the Agent, the ECA Agent or the relevant ECA and in consultation with the relevant ECA, take all commercially reasonable measures to:
    - (A) pursue available administrative and judicial remedies arising from the loss, in cooperation with or on behalf of the relevant ECA, against the relevant governmental agency;
    - (B) negotiate in good faith with the relevant governmental agency, in cooperation with or on behalf of the relevant ECA; and
    - (C) pursue any other potential sources of recovery for the loss.
- (d) Each Obligor shall promptly provide such information or documents or take or refrain from taking such action as requested by the ECA Agent in accordance with any ECA Policy.
- (e) Each Obligor shall notify the Agent and the ECA Agent of the occurrence of any event that is likely to result in a claim under any ECA Policy, within five Business Days of its becoming aware of the occurrence of any such event.

### **23.15 ECA Policy protection**

If at any time in the opinion of the ECA Agent, any provision of a Finance Document contradicts or conflicts with any provision of an ECA Policy, the Borrower will:

- (a) take all steps as the Agent, the ECA Agent and/or the relevant ECA shall require to remove such contradiction or conflict; and

- (b) take all steps as the Agent, the ECA Agent and/or the relevant ECA shall require to ensure that such ECA Policy remains in full force and effect.

#### **23.16 Declassification Event**

- (a) On and at any time after the occurrence of a Declassification Event the Agent may, and shall if so directed by the Majority Lenders, KEXIM and the ECAs, by notice to the Borrower declassify the Loan as a “green loan”.
- (b) With effect on and from the Declassification Date each Green Loan Provision shall cease to apply.
- (c) If a Voluntary Declassification Event occurs, the Facility may not be re-classified as a “green loan” on or after the applicable Declassification Date except with the prior written approval of all the Lenders.
- (d) If a Mandatory Declassification Event occurs each Green Loan Provision shall cease to apply, provided that the Green Loan Provisions shall be reinstated within 10 Business Days following the Borrower’s delivery of a Green Loan Compliance Certificate evidencing compliance with the Green Asset Criteria.

#### **23.17 Green Loan publicity**

The Borrower shall not (and shall ensure that no other Group Member will) make any disclosure that references the Facility or the Loan as a “green loan” at any time on or after a Declassification Event that has occurred and is continuing.

#### **23.18 People with Significant Control (PSC) regime**

Each Obligor and each other Group Member shall:

- (a) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any Obligor incorporated in the United Kingdom; and
- (b) promptly provide the Agent with a copy of that notice.

#### **24 Construction period**

##### **24.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 24 will be complied with in relation to Ship A and the relevant Building Contract throughout the period from the date of this Agreement until the earlier of the Delivery of that Ship, the end of the Facility Period and the cancellation of the Total Commitments and payment of all amounts required by this Agreement to be paid to the Finance Parties upon such cancellation.

##### **24.2 Progress and information**

Upon the Agent’s or the Security Agent’s request, the relevant Owner shall advise the Agent or (as the case may be) the Security Agent of the progress of construction of the Ship and supply the Agent or (as the case may be) the Security Agent with such other information as the Agent or (as the case may be) the Security Agent may require about the construction of the Ship or any of the Building Contract Documents.

##### **24.3 Arbitration under Building Contract**

The relevant Owner shall promptly notify the Agent:

- (a) if either party begins an arbitration under the Building Contract;



- (b) of the identity of the arbitrators; and
- (c) of the conclusion of the arbitration and the terms of any arbitration award.

#### **24.4 Material changes**

The relevant Owner shall ensure that no material changes are made to the Building Contract prior to Delivery without the prior written consent of the Majority Lenders, KEXIM and the ECAs.

#### **24.5 Notification of certain events**

The relevant Owner shall notify the Agent immediately if either party cancels, rescinds, repudiates or otherwise terminates the Building Contract (or purports to do so) or rejects the Ship (or purports to do so) or if the Ship becomes a Total Loss or partial loss or is materially damaged or if a dispute arises under the Building Contract.

### **25 Dealings with Ship**

#### **25.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 25 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period. Where a Mortgaged Ship is subject to a Bareboat Charter, all undertakings in this clause 25 given by the relevant Owner will be deemed to also be given by the relevant Bareboat Charterer under such Bareboat Charter.

#### **25.2 Ship's name and registration**

- (a) The Ship's name shall only be changed after prior notice to the Agent and, the relevant Owner shall promptly take all necessary steps to update all applicable insurance, class and registration documents with such change of name.
- (b) The Ship shall be permanently registered in the name of the relevant Owner with the relevant Registry under the laws of its Flag State. Except with approval of all the Lenders and the ECAs, the Ship shall not be registered under any other flag or at any other port or fly any other flag (other than that of its Flag State as at the date of this Agreement) provided that no such approval shall be required for the registration of the Ship under the flag of another Approved Flag State as long as replacement Security Interests are granted in respect of that Ship (which are, in the opinion of the Lenders, equivalent to those in place prior to such registration) in favour of the Finance Parties immediately following the registration of such Ship under the flag of that Approved Flag State and at the cost and expense of the Borrower. If that registration is for a limited period, it shall be renewed at least 45 days before the date it is due to expire and the Agent shall be notified of that renewal at least 30 days before that date.
- (c) Nothing will be done and no action will be omitted if that might result in such registration being forfeited or imperilled or the Ship being required to be registered under the laws of another state of registry.
- (d) The Ship, if subject to a Bareboat Charter, may be registered under a parallel registration regime following approval of such parallel registration regime and relevant applicable jurisdictions by the Majority Lenders provided that the Majority Lenders (acting reasonably) are satisfied that prior to such registration:
  - (i) the Finance Parties' interests under the Finance Documents (including the relevant Mortgages and other Transaction Security) are not adversely affected by such parallel registration;
  - (ii) any amendments to the Finance Documents have been entered into by the Obligors and such documents of the type referred to in Schedule 3 (*Conditions precedent*) in

respect of such amendments have been delivered by the Borrower to the Agent, as may be required by the Majority Lenders in their reasonable discretion; and

- (iii) the Lenders have received satisfactory legal opinions from all relevant jurisdictions in respect of such parallel flagging and the impact it may have on the Security Documents and the Finance Parties' interests under the Finance Documents.

### **25.3 Sale or other disposal of Ship**

Except:

- (a) with approval of all the Lenders and the ECAs; or
- (b) for the sale of a Mortgaged Ship for a cash price payable on completion of the sale which is no less than the amount required to discharge all outstanding obligations of the Obligors under the Finance Documents or where all Finance Parties are satisfied (in their sole discretion) that all outstanding obligations of the Obligors under the Finance Documents shall be so discharged on completion of the sale and in each case provided no Event of Default is continuing; or
- (c) in respect of the Collateral Ship, provided that:
  - (i) no Event of Default is continuing or would result from the relevant disposal or transfer; and
  - (ii) the Borrower is in compliance with clause 28 (*Minimum security value*) of this Agreement,in accordance with the terms of the Collateral Facility Agreement,  
  
the relevant Owner will not sell, transfer, abandon or otherwise dispose of its Ship or any share or interest in such Ship, or agree to do so, but such Owner may enter into an agreement for the sale of a Ship if the Owner is otherwise in compliance with this clause 25.3.

### **25.4 Manager**

A manager of the Ship shall not be appointed unless that manager is Guarantor A or any other Group Member who, in any such case, is the Bareboat Charterer of such Ship and a Guarantor, or such other person has been approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed) and unless the terms of its appointment are approved by the Majority Lenders and (unless that manager is a Guarantor) it has delivered a duly executed Manager's Undertaking to the Security Agent. The relevant Owner shall not agree to any change to the terms of appointment of a manager (including any Management Agreement) which have been approved unless such change is also approved.

### **25.5 Copy of Mortgage on board**

A properly certified copy of the Ship's Mortgage or Collateral Mortgage, as applicable, shall be kept on board the Ship with its papers and shown to anyone having business with the Ship which might create or imply any commitment or Security Interest over or in respect of the Ship (other than a lien for crew's wages and salvage) and to any representative of the Agent or the Security Agent.

### **25.6 Notice of Mortgage**

A framed printed notice of the Ship's Mortgage or Collateral Mortgage, as applicable, shall be prominently displayed in the navigation room and in the Master's cabin of the Ship. The notice must be in plain type and read as follows:

## “NOTICE OF MORTGAGE

This Ship is subject to a [First][Second] Mortgage in favour of *[name of mortgagee]* of *[insert address of mortgagee]*. Under the said mortgage and related documents, neither the Owner nor any charterer nor the Master of this Ship has any right, power or authority to create, incur or permit to be imposed upon this Ship any commitments or encumbrances whatsoever other than for crew's wages and salvage.

No-one will have any right, power or authority to create, incur or permit to be imposed upon the Ship any lien whatsoever other than for crew's wages and salvage.”

### 25.7 Conveyance on default

Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the relevant Owner shall, upon the Security Agent's request, immediately execute such form of transfer of title to the Ship as the Security Agent may require.

### 25.8 Chartering

(a) Except with approval by the Majority Lenders, KEXIM and the ECAs, the relevant Owner

shall not enter into any charter commitment for a Ship (other than an Initial Bareboat Charter, any other Bareboat Charter (excluding a JV Bareboat Charter) in accordance with paragraph (b) below or a JV Bareboat Charter in accordance with paragraph 25.8(c) below); and the relevant Owner shall procure that any Bareboat Charterers (as disponent owners) shall not enter into any charter commitment for a Ship (other than the Initial Charters for that Ship), which is:

- (i) a bareboat or demise charter or passes possession and operational control of the Ship to another person; or
- (ii) to another Group Member.

(b) The relevant Owner may enter into a Bareboat Charter for a Ship other than the Initial Bareboat Charter for such Ship provided that:

- (i) the terms of such Bareboat Charter are substantially the same as those of the Initial Bareboat Charter or are approved by the Majority Lenders (such approval not to be unreasonably withheld);
- (ii) such Bareboat Charter provides for a level of charter hire which, for the entire tenor of the same, is not less than the relevant Minimum Bareboat Charter Hire;
- (iii) the Bareboat Charterer in respect of such Bareboat Charter is Guarantor A or a wholly-owned (direct or indirect) Subsidiary of Guarantor A;
- (iv) where such Bareboat Charter is with a Group Member that is not a Guarantor, such Group Member has become an Additional Guarantor in accordance with the terms of clause 36.5 (*Additional Guarantors*); and
- (v) each of the additional requirements set out in paragraph (d) below are complied with.

(c) The relevant Owner may enter into a bareboat charter in respect of the Ship with a bareboat charterer which is a joint venture local entity (**a JV Bareboat Charter**) where this is required by local law to operate such Ship in a specific jurisdiction and provided that:

- (i) the terms of such JV Bareboat Charter are substantially the same as those of the Initial Bareboat Charter or are approved by the Majority Lenders (such approval not to be unreasonably withheld);

- (ii) such JV Bareboat Charter provides for a level of hire which, for the entire tenor of the same, is not less than the relevant Minimum Bareboat Charter Hire;
  - (iii) Guarantor A owns legally and beneficially (directly or indirectly) no less than 51% of each of the issued share capital and the voting share capital in, and has control over, the Bareboat Charterer under such JV Bareboat Charter;
  - (iv) where such JV Bareboat Charter is with a Group Member that is not already a Guarantor, such Group Member has become an Additional Guarantor in accordance with the terms of clause 36.5 (*Additional Guarantors*); and
  - (v) the Owner (at the cost and expense of the Borrower) provides or procures the provision by the Bareboat Charterer of such JV Bareboat Charter and such other documents and evidence and security in respect of such charter as the Agent (acting on the instructions of the Majority Lenders in their sole discretion) shall require.
- (d) Further, without prejudice to the rights of the Finance Parties under the provisions of paragraph (a), (b) or (c) above and any other provisions of the Finance Documents, the relevant Owner shall advise the Agent and the ECA Agent promptly of any Bareboat Charter or Charter in respect of its Ship (other than the Initial Bareboat Charter and the Initial Charters for such Ship) entered into by the Owner or the Bareboat Charterer as disponent owner of such Ship, and the relevant Owner shall:
- (i) deliver a copy of each such Bareboat Charter or, to the extent that such disclosure does not constitute a breach of the relevant Charter, a description of the main terms of each such Charter to the Agent and the ECA Agent forthwith after its execution;
  - (ii) in the case of a Bareboat Charter where the Bareboat Charterer has not already provided a General Assignment or Collateral General Assignment, as applicable, forthwith thereafter procure that the Bareboat Charterer executes a General Assignment or Collateral General Assignment, as applicable, in favour of the Security Agent;
  - (iii) in the case of a Bareboat Charter, forthwith thereafter execute any notice of assignment required in connection therewith pursuant to the Owner's General Assignment or Collateral General Assignment, as applicable, serve such notice of assignment on the relevant Bareboat Charterer and obtain an acknowledgement of such notice by such Bareboat Charterer (and for the avoidance of doubt if the relevant Owner fails to give such notice within a reasonable time, the Agent may, and shall if so directed by the Majority Lenders, serve any such notice of assignment on the relevant Bareboat Charterer under such Bareboat Charter in a timely manner);
  - (iv) in the case of a Charter (and any Charter Guarantee in respect of such Charter) and provided that an assignment of the Earnings of such Charter or such Charter Guarantee (as applicable) will not constitute a breach of such Charter or such Charter Guarantee (but without prejudice to the requirements of paragraph (e) below), forthwith thereafter execute or procure that the relevant Bareboat Charterer execute any notice of assignment of the Earnings or, where paragraph (e)(ii) below applies, all the rights, of such Charter and such Charter Guarantee as required in connection therewith pursuant to the Owner's or Bareboat Charterer's General Assignment or Collateral General Assignment, as applicable;
  - (v) in the case of a Charter (and any Charter Guarantee in respect of such Charter) and provided that an assignment of the Earnings of such Charter or such Charter Guarantee (as applicable) will not constitute a breach of such Charter or such Charter Guarantee (but without prejudice to the requirements of paragraph (e) below), forthwith thereafter, serve or procure the service of any such notice of assignment of the Earnings of such Charter and such Charter Guarantee by the relevant Bareboat Charterer on the relevant Charterer under such Charter and on the relevant Charter Guarantor under such Charter Guarantee, and:

- (A) unless paragraph (B) below applies, use its reasonable endeavours to procure the receipt of the acknowledgement of such notice by such Charterer and such Charter Guarantor; and
  - (B) where a Quiet Enjoyment Agreement has been or will be entered into in respect of such Charter, procure the receipt of the acknowledgement of such notice by such Charterer and such Charter Guarantor forthwith,  
  
(and for the avoidance of doubt if the relevant Owner or Bareboat Charterer fails to give such notice within a reasonable time, the Agent may, and shall if so directed by the Majority Lenders, serve any such notice of assignment on the relevant Charterer under such Charter and on the relevant Charter Guarantor under such Charter Guarantee in a timely manner);
  - (vi) deliver to the Agent and the ECA Agent such documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*), in relation to any such General Assignment or Collateral General Assignment or any other related matter referred to in this clause 25.8(d), as the Agent (acting on the instructions of the Majority Lenders in their reasonable discretion) shall require; and
  - (vii) pay on the Agent's demand all legal costs and other costs (pre-approved by the Borrower or Guarantor A on its behalf, such approval not to be unreasonably withheld or delayed) of the Agent and/or the ECA Agent and/or any ECA and/or the Security Agent in connection with or in relation to any such Charter, Bareboat Charter or General Assignment or Collateral General Assignment or any other related matter referred to in this clause 25.8(d).
- (e) Notwithstanding any other provision in this Agreement, the relevant Owner shall, and shall procure that any relevant Bareboat Charterer shall:
- (i) unless paragraph (ii) below applies, use commercially reasonable efforts to procure that:
    - (A) any Charter (and any Charter Guarantee in respect of such Charter) entered into by such Owner or Bareboat Charterer following the date of this Agreement is governed by English law and that its Earnings are freely assignable by the relevant Owner or Bareboat Charterer (as applicable) to the Security Agent, without the need for the relevant Charterer's or relevant Charter Guarantor's (as applicable) consent; or
    - (B) the main terms of any such Charter (and any Charter Guarantee in respect of such Charter) can be disclosed by the relevant Owner or Bareboat Charterer (as applicable) to the Finance Parties in accordance with the terms of this Agreement;
  - (ii) where a charterer in respect of any charter commitment entered into by such Owner or Bareboat Charterer following the date of this Agreement requires that a quiet enjoyment agreement be entered into as a condition to permitting the Mortgage or Collateral Mortgage, as applicable, over the relevant Ship and/or to an assignment of any rights under such charter commitment, use all commercially reasonable efforts to procure that, subject to the entry into the relevant Quiet Enjoyment Agreement, all the rights (including to Earnings) of such Owner or Bareboat Charterer under such charter commitment and any relevant guarantee in respect of such charter commitment are freely assignable or, where, despite the use of all commercially reasonable efforts by such Owner or Bareboat Charterer, the relevant charterer does not accept such assignment of all the rights of such Owner or Bareboat Charterer under such charter commitment and any guarantee in respect of such charter commitment, procure that, subject to the entry into the relevant Quiet Enjoyment Agreement, all the rights of such Owner or Bareboat Charterer to receive

Earnings under such charter commitment and any relevant guarantee in respect of such charter commitment are freely assignable;

- (iii) where paragraph (ii) above applies and such charter commitment and any guarantee in respect of such charter commitment is a Charter or a Charter Guarantee, respectively, comply with the provisions of paragraphs (d)(iv) and (d)(v) above in respect of such Charter and Charter Guarantee; and
  - (iv) where paragraph (ii) above applies in respect of a charter commitment and the same and any guarantee in respect of such charter commitment is not a Charter or a Charter Guarantee, respectively, procure that notice of the assignment of such Owner or (as the case may be) the Bareboat Charterer's rights under such charter commitment or guarantee or, as applicable, such Owner or (as the case may be) Bareboat Charterer's rights to receive Earnings under such charter commitment or moneys under such guarantee, is included in the relevant Quiet Enjoyment Agreement and acknowledged by the relevant charterer or charter guarantor, respectively, by their execution of such Quiet Enjoyment Agreement (such notice and acknowledgement wording to be based on the wording included in paragraph 3 of the BIMCO Standard Form Quiet Enjoyment Letter for Ship Financing applicable on the date of this Agreement).
- (f) Without prejudice to the provisions of paragraph (e) above:
- (i) where any charterer in respect of a charter commitment (other than a Bareboat Charter) to be entered into by an Owner or Bareboat Charterer following the date of this Agreement requires a quiet enjoyment agreement as a condition to permitting the Mortgage or Collateral Mortgage over the relevant Ship (and/or to the assignment of any rights under such charter commitment), the relevant Owner or Bareboat Charterer shall, as soon as reasonably practicable after becoming aware of such requirement and in any event prior to the entry into such charter commitment, inform the Agent of such requirement; and
  - (ii) the relevant Owner shall inform the ECA Agent prior to the entry into a Charter which prohibits the assignment of all rights of the Owner and/or the Earnings thereunder and the ECA Agent shall notify the ECAs of the same.
- (g) Notwithstanding any term of any Quiet Enjoyment Agreement, any costs or expenses arising out of or in connection with any Quiet Enjoyment Agreement shall be paid by the Borrower in accordance with clause 18 (*Costs and expenses*).

#### **25.9 Lay up**

Except with approval, the Ship shall not be laid up cold.

#### **25.10 Sharing of Earnings**

Except with approval, the relevant Owner shall not enter into any arrangement under which its Earnings from the Ship may be shared with anyone else.

#### **25.11 Payment of Earnings**

- (a) The relevant Owner's Earnings from the Ship shall be paid in the way required pursuant to clause 29.7 (*Payment of Charter Earnings*).
- (b) If any Earnings are held by brokers or other agents, they shall be paid to the Security Agent or the Agent (as the case may be), if it requires this after the Earnings have become payable to it pursuant to clause 29.7 (*Payment of Charter Earnings*).

## 25.12 Inventory of Hazardous Materials

An Inventory of Hazardous Materials shall be maintained in relation to the Ship provided that if such certificate is not available at the start of the Ship's Mortgage Period, an Inventory of Hazardous Material will be obtained at the next dry-docking of the Ship.

## 25.13 Sustainable and socially responsible dismantling of Ships

- (a) Each Ship, each Fleet Vessel and any other vessel controlled by the Group will, when it is to be scrapped or when sold to an intermediary with the intention of being scrapped, be recycled at a recycling yard which conducts its recycling business in a socially and environmentally responsible manner in accordance with the provisions of The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships 2009 (whether or not it is in force) and, if applicable, the EU Ship Recycling Regulation and, if applicable, the Ship Recycling Facilities Regulations 2015.
- (b) The Borrower shall ensure, prior to any dismantling contract being entered into by the relevant Group Member, that the Finance Parties receive a statement from an independent third party expert acceptable to the Finance Parties confirming that the relevant shipyard/dismantling yard complies with the requirements for such yards as set out in the Hong Kong International Convention for the safe and Environmentally Sound Recycling of Ships 2009 (whether or not it is in force) and/or, if applicable, the EU Ship Recycling Regulation.

## 25.14 Poseidon Principles

- (a) If applicable to the Ship, the relevant Owner shall, upon the request of the Agent (at the request of any Lender) and at the cost of the Borrower, on or before 31 July in each calendar year, supply or procure the supply to the Agent of all information necessary in order for that Lender to comply with its obligations under the Poseidon Principles in respect of the preceding year, including, without limitation, all vessel fuel oil consumption data required to be collected and reported in accordance with Regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Ship for the preceding calendar year.
- (b) No Lender shall publicly disclose such information with the identity of the Ship without the prior written consent of the Borrower. Such information shall be "Confidential Information" for the purposes of clause 52 (*Confidential Information*) but the Borrower acknowledges that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the relevant Lender's portfolio climate alignment.

## 26 Condition and operation of Ship

### 26.1 Undertaking to comply

Each Obligor who is a Party undertakes that this clause 26 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period. Where a Mortgaged Ship is subject to a Bareboat Charter, all undertakings in this clause 26 given by the relevant Owner will be deemed to also be given by the relevant Bareboat Charterer under such Bareboat Charter.

### 26.2 Defined terms

In this clause 26 and in Schedule 3 (*Conditions precedent*):

**applicable code** means any code or prescribed procedures required to be observed by the Ship or the persons responsible for its operation under any applicable law (including but not limited to those currently known as the ISM Code and the ISPS Code).

**applicable law** means all laws and regulations applicable to vessels registered in the Ship's Flag State or which for any other reason apply to the Ship or to its condition or operation at any relevant time.

**applicable operating certificate** means any certificates, vessel response plans, or other document relating to the Ship or its condition or operation required to be in force under any applicable law or any applicable code.

**26.3 Repair**

The Ship shall be kept in a good, safe and efficient state of repair. The quality of workmanship and materials used to repair the Ship or replace any damaged, worn or lost parts or equipment shall be sufficient to ensure that the Ship's value is not reduced.

**26.4 Modification**

Except with approval, the structure, type or performance characteristics of the Ship shall not be modified in a way which could or might materially alter the Ship or materially reduce its value.

**26.5 Removal of parts**

Except with approval, no material part of the Ship or any equipment (except for equipment that is temporarily installed for the purpose of fulfilling a charterparty or employment contract) shall be removed from the Ship if to do so would materially reduce its value unless at the same time it is replaced with equivalent parts or equipment owned by the relevant Owner free of any Security Interest (except under the Security Documents) or such removal is a temporary removal of equipment which is to be repaired.

**26.6 Third party owned equipment**

Except with approval, equipment owned by a third party shall not be installed on the Ship if it cannot be removed without risk of causing damage to the structure or fabric of the Ship or incurring significant expense.

**26.7 Maintenance of class; compliance with laws and codes**

The Ship's class shall be the Ship's Classification with the relevant Classification Society. The Ship and every person who owns, operates or manages the Ship shall comply with all applicable laws and the requirements of all applicable codes. There shall be kept in force and on board the Ship or in such person's custody any applicable operating certificates which are required by applicable laws or applicable codes to be carried on board the Ship or to be in such person's custody.

**26.8 Surveys**

The Ship shall be submitted to continuous surveys and any other surveys which are required for it to maintain the Classification as its class. Copies of reports of those surveys shall be provided promptly to the Agent if it so requests.

**26.9 Inspection and notice of dry-docking**

The Agent and/or surveyors or other persons appointed by it for such purpose shall be allowed to board the Ship at all reasonable times (without interfering with the normal operations and trading of the Ship unless an Event of Default is continuing) to inspect it and given all proper facilities needed for that purpose but always provided that the Agent and/or such surveyors or other persons appointed by the Agent shall sign a waiver and/or hold harmless letter in such form provided by the Owner's insurers prior to boarding the Ship. Unless an Event of Default is continuing, the Borrower shall only be required to cover the costs of one such inspection per Ship in every calendar year.



**26.10 Discharge of liabilities**

All debts, damages, liabilities and outgoings which have given, or may give, rise to maritime, statutory or possessory liens on, or claims enforceable against, the Ship, its Earnings or Insurances shall be promptly paid and discharged.

**26.11 Release from arrest**

The Ship, its Earnings and Insurances shall be released from any arrest, detention, attachment or levy, and any legal process against the Ship shall be discharged as soon as possible and in any event not later than 30 Business Days thereafter (or such longer period as may be approved), by whatever action is required to achieve that release or discharge.

**26.12 Information about Ship**

The Borrower shall give the Agent, within a reasonable time of its request, any additional information which it may reasonably require about the Ship or its employment, position, use or operation, including details of towages and salvages, and copies of all its charter commitments entered into by or on behalf of any Obligor and copies of any applicable operating certificates.

**26.13 Notification of certain events**

The Borrower shall give the Agent prompt notice of:

- (a) any damage to the Ship where the cost of the resulting repairs may exceed the Major Casualty Amount for such Ship;
- (b) any occurrence which may result in the Ship becoming a Total Loss;
- (c) any requisition of the Ship for hire;
- (d) any Environmental Incident involving the Ship and any Environmental Claim being made in relation to such an incident;
- (e) any withdrawal or threat to withdraw any applicable operating certificate which is material for the operation of the Ship and such operating certificate is not reinstated within 15 days;
- (f) if requested by the Agent, a copy of any operating certificate required under any applicable code;
- (g) the receipt of notification that any application for such a certificate which is material for the operation of the Ship has been refused and such operating certificate is not obtained within 15 days;
- (h) any requirement or recommendation made in relation to the Ship by any insurer or the Ship's Classification Society or by any competent authority which is not, or cannot be, complied with in the manner or time required or recommended; and
- (i) any arrest, hijacking or detention of the Ship or any exercise or purported exercise of a lien or other claim on the Ship or its Earnings or Insurances.

**26.14 Payment of outgoings**

All tolls, dues and other outgoings whatsoever in respect of the Ship and its Earnings and Insurances shall be paid promptly. Proper accounting records shall be kept of the Ship and its Earnings.

#### **26.15 Repairers' liens**

Except with approval, the Ship shall not be put into any other person's possession for work to be done on the Ship if the cost of that work will exceed or is likely to exceed the Major Casualty Amount for such Ship unless:

- (a) that person gives the Security Agent a written undertaking in approved terms not to exercise any lien on the Ship or its Earnings for any of the cost of such work; or
- (b) it is demonstrated to the Agent's reasonable satisfaction that funds will be available to meet the full cost of that work, whether from insurers or otherwise.

#### **26.16 Lawful use**

The Ship shall not be employed:

- (a) in any way or in any activity which is unlawful under international law or the domestic laws of any relevant country;
- (b) by or for the benefit of a Restricted Party;
- (c) in any trade to or from a Sanctioned Country;
- (d) in any trade which could expose any Ship, Obligor, Finance Party, Manager (provided that such Manager is not a Group Member), the crew or the insurers to enforcement proceedings or any other consequences whatsoever arising from Sanctions;
- (e) in carrying illicit or prohibited goods;
- (f) in a way which may make it liable to be condemned by a prize court or destroyed, seized or confiscated; or
- (g) if there are hostilities in any part of the world (whether war has been declared or not), in carrying contraband goods,

and the persons responsible for the operation of the Ship shall take all necessary and proper precautions to ensure that this does not happen, including participation in industry or other voluntary schemes available to the Ship and in which leading operators of vessels operating under the same flag or engaged in similar trades generally participate at the relevant time.

#### **26.17 War zones**

Except with approval by all the Lenders, Eksfin and EIFO the Ship shall not enter or remain in any zone which has been declared a war zone by any government entity or the Ship's war risk insurers. If approval is granted for it to do so, any requirements of the Agent and/or the Ship's insurers necessary to ensure that the Ship remains properly insured in accordance with the Finance Documents (including any requirement for the payment of extra insurance premiums) shall be complied with.

### **27 Insurance**

#### **27.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 27 shall be complied with in relation to each Mortgaged Ship and its Insurances throughout the relevant Ship's Mortgage Period. Where a Mortgaged Ship is subject to a Bareboat Charter, all undertakings in this clause 27 given by the relevant Owner will be deemed to also be given by the relevant Bareboat Charterer under such Bareboat Charter.

## 27.2 Insurance terms

In this clause 27:

**excess risks** means the proportion (if any) of claims for general average, salvage and salvage charges not recoverable under the hull and machinery insurances of a vessel in consequence of the value at which the vessel is assessed for the purpose of such claims exceeding its insured value.

**excess war risk P&I cover** means cover for claims only in excess of amounts recoverable under the usual war risk cover including (but not limited to) hull and machinery, crew and protection and indemnity risks.

**hull cover** means insurance cover against the risks identified in paragraph (a) of clause 27.3 (*Coverage required*), including hull and machinery, hull interest and/or freight interest in such percentages as approved by the Lenders.

**minimum hull cover** means:

- (a) in relation to Mortgaged Ship A, an amount equal at the relevant time to one hundred and ten per cent. (110%) of the aggregate of (a) the Loan, (b) the Hedging Exposures of all of the Hedging Providers at that time and (c) the Ancillary Outstandings; and
- (b) in relation to the Collateral Mortgaged Ship, such amount as is at least equal to or greater than the higher of:
  - (i) its market value;
  - (ii) the amount required by the terms of the Collateral Facility Agreement; and
  - (iii) any other amount as required by the Collateral Owner.

**P&I risks** means the usual risks (including maximum liability for oil pollution, excess war risk P&I cover) covered by a protection and indemnity association which is a member of the International Group of protection and indemnity associations (or, if the International Group ceases to exist, any other leading protection and indemnity association or other leading provider of protection and indemnity insurance) (including, without limitation, the proportion (if any) of any collision liability not covered under the terms of the hull cover).

## 27.3 Coverage required

The Ship (including its hull and machinery, hull interest, freight interest, disbursements and/or increased value) shall at all times be insured at the Ship's Owner's cost:

- (a) against fire and usual marine risks (including excess risks) and war risks (including war protection and indemnity risks (including crew and terrorism risks, piracy and confiscation risks)) on an agreed value basis, for the higher of its minimum hull cover and its market value (such calculation to include hull and machinery as well as hull interest and/or freight interest in such percentages as approved by the Lenders);
- (b) against P&I risks for the highest amount then available in the insurance market for vessels of similar age, size and type as the Ship (but, in relation to liability for oil pollution, for an amount of not less than \$1,000,000,000);
- (c) against such other risks and matters excluding loss of hire or Earnings which the Agent (acting on the instructions of all the Lenders) notifies it that it considers reasonable for a prudent shipowner or operator to insure against at the time of that notice; and
- (d) on terms which comply with the other provisions of this clause 27.

#### 27.4 Placing of cover

The insurance coverage required by clause 27.3 (*Coverage required*) shall be:

- (a) in the name of the relevant Owner and any Bareboat Charterer and (in the case of the Ship's hull cover) no other person (other than the Security Agent (and any other Finance Party) if required by the Majority Lenders) (unless such other person is approved and, if so required by the Agent (acting on the instructions of the Majority Lenders), has duly executed and delivered a first priority assignment (or, in the case of the Collateral Ship, a second priority assignment) of its interest in the Ship's Insurances to the Security Agent (and any other Finance Party required by the Agent) in an approved form and provided such supporting documents and opinions in relation to that assignment as the Agent requires) provided, however, that where a Charterer (or any other charterer of the Ship that is not a Group Member) is co-assured under any such insurance coverage, they shall not be required to provide any such assignment of insurances but the relevant Owner shall, and shall procure that any relevant Bareboat Charterer shall, use reasonable endeavours to obtain a co-assured side letter from such Charterer in such form as is reasonably acceptable to the Agent and agreed by Guarantor A before the date of this Agreement;
- (b) in euro or another approved currency;
- (c) arranged through approved brokers or direct with approved insurers or protection and indemnity or war risks associations, with the relevant approved underwriters or insurers having in any event a minimum credit rating of BBB+ or higher by Standard & Poor's Rating Group or Baa1 or higher by Moody's Investors Service (or equivalent ratings from AM Best or Fitch Ratings);
- (d) in full force and effect; and
- (e) on approved terms which (other than in respect of protection and indemnity insurance) shall be those contained in the latest version of the Nordic Marine Insurance Plan of 2013 full conditions (and, to the extent required by the Agent, incorporating the Institute War & Strikes Clauses 1.11.1995) or the Institute Time Clauses Hulls 1983, and with approved insurers or associations.

#### 27.5 Mortgagee's insurance

The Borrower shall promptly reimburse to the Agent the cost (as conclusively certified by the Agent) of taking out and keeping in force in respect of the Ship and the other Mortgaged Ships on approved terms, or in considering or making claims under:

- (a) a mortgagee's interest insurance and a mortgagee's additional perils (pollution risks) cover for the benefit of the Finance Parties for a total amount of up to 120% of the aggregate of (i) the Loan, (ii) the Hedging Exposure of all the Hedging Providers at that time and (iii) the Ancillary Outstandings at that time; and
- (b) any other insurance cover which the Agent (acting on the instructions of the Majority Lenders) reasonably requires in respect of any Finance Party's interests and potential liabilities (whether as mortgagee of the Ship or beneficiary of the Security Documents).

#### 27.6 Fleet liens, set off and cancellations

If the Ship's hull cover also insures other vessels, the Security Agent shall either be given an undertaking in approved terms by the brokers or (if such cover is not placed through brokers or the brokers do not, under any applicable laws or insurance terms, have such rights of set off and cancellation) the relevant insurers that the brokers or (if relevant) the insurers will not:

- (a) set off against any claims in respect of the Ship any premiums due in respect of any of such other vessels insured (other than other Mortgaged Ships); or

(b) cancel that cover because of non-payment of premiums in respect of such other vessels,

or the Borrower shall ensure that hull cover for the Ship and any other Mortgaged Ships is provided under a separate policy from any other vessels.

**27.7 Payment of premiums**

All premiums, calls, contributions or other sums payable in respect of the Insurances shall be paid punctually and the Agent shall be provided with all relevant receipts or other evidence of payment upon request.

**27.8 Details of proposed renewal of Insurances**

At least 14 days before any of the Ship's Insurances are due to expire, the Agent shall be notified of the names of the brokers, insurers and associations proposed to be used for the renewal of such Insurances and the amounts, risks and terms in, against and on which the Insurances are proposed to be renewed.

**27.9 Instructions for renewal**

At least seven days before any of the Ship's Insurances are due to expire, instructions shall be given to brokers, insurers and associations for them to be renewed or replaced on or before their expiry.

**27.10 Confirmation of renewal**

The Ship's Insurances shall be renewed upon their expiry in a manner and on terms which comply with this clause 27 and confirmation of such renewal given by approved brokers or insurers to the Agent at least two Business Days (or such shorter period as may be approved) before such expiry.

**27.11 P&I guarantees**

Any guarantee or undertaking required by any protection and indemnity or war risks association in relation to the Ship shall be provided when required by the association.

**27.12 Insurance documents**

The Agent shall be provided with pro forma copies of all insurance policies and other documentation issued by brokers, insurers and associations in connection with the Ship's Insurances as soon as they are available after they have been placed or renewed (but in any event no later than 15 Business Days after such placement or renewal) and all insurance policies and other documents relating to the Ship's Insurances shall be deposited with any approved brokers or (if not deposited with approved brokers) the Agent or some other approved person.

**27.13 Letters of undertaking**

Unless otherwise approved where the Agent is satisfied that equivalent protection is afforded by the terms of the relevant Insurances and/or any applicable law and/or a letter of undertaking provided by another person, on each placing or renewal of the Insurances, the Agent shall be provided promptly with letters of undertaking in an approved form (having regard to general insurance market practice and law at the time of issue of such letter of undertaking) from the relevant brokers, insurers and associations.

**27.14 Insurance Notices and Loss Payable Clauses**

The interest of the Security Agent or any other Finance Parties as assignees of the Insurances shall be endorsed on all insurance policies and other documents by the incorporation of a Loss Payable Clause and an Insurance Notice in respect of the Ship and its Insurances signed by the relevant Owner and, unless otherwise approved, each other person assured under the relevant cover (other than the Security Agent or any other Finance Party if it is itself an assured).

**27.15 Insurance correspondence**

If so required by the Agent (acting on the instructions of the Majority Lenders), the Agent shall promptly be provided with copies of all written communications between the assureds and brokers, insurers and associations relating to any of the Ship's Insurances as soon as they are available.

**27.16 Qualifications and exclusions**

All requirements applicable to the Ship's Insurances shall be complied with and the Ship's Insurances shall only be subject to approved exclusions or qualifications.

**27.17 Independent report**

If the Agent (acting on the instructions of the Majority Lenders, KEXIM or any ECA) requests from the Borrower a detailed report from an approved independent firm of marine insurance brokers giving their opinion on the compliance of the Ship's Insurances with the terms of this Agreement then the Agent shall be provided promptly by the Borrower with such a report at no cost to the Agent or (if the Agent obtains such a report itself, which it shall be entitled to do) the Borrower shall reimburse the Agent for the cost of obtaining that report.

**27.18 Collection of claims**

All documents and other information and all assistance required by the Agent to assist it and/or the Security Agent in trying to collect or recover any claims under the Ship's Insurances shall be provided promptly.

**27.19 Employment of Ship**

The Ship shall only be employed or operated in conformity with the terms of the Ship's Insurances (including any express or implied warranties) and not in any other way (unless the insurers have consented and any additional requirements of the insurers have been satisfied).

**27.20 Declarations and returns**

If any of the Ship's Insurances are on terms that require a declaration, certificate or other document to be made or filed before the Ship sails to, or operates within, an area, those terms shall be complied with within the time and in the manner required by those Insurances.

**27.21 Application of recoveries**

All sums paid under the Ship's Insurances to anyone other than the Security Agent shall be applied in repairing the damage and/or in discharging the liability in respect of which they have been paid except to the extent that the repairs have already been paid for and/or the liability already discharged.

**27.22 Settlement of claims**

Any claim under the Ship's Insurances for a Total Loss or Major Casualty shall only be settled, compromised or abandoned with prior approval.

**27.23 Change in insurance requirements**

If the Agent (acting on the instructions of the Majority Lenders) gives notice to the Borrower to change the terms and requirements of this clause 27 (which the Agent may only do, in such manner as it considers appropriate, as a result in changes of circumstances or practice after the date of this Agreement), this clause 27 shall be modified in the manner so notified by the Agent on the date 14 days after such notice from the Agent is received, provided that such requested modifications follow reasonably prevailing market terms at the time that such notice is given to the Borrower by the Agent.

**28 Minimum security value**

**28.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 28 will be complied with throughout any Mortgage Period.

**28.2 Valuation of assets**

For the purpose of the Finance Documents, the value at any time of Mortgaged Ship A or Ship A before its Delivery obtained under clause 4 (*Conditions of Utilisation*) or any other asset over which additional security is provided under this clause 28 will be its value as most recently determined in accordance with this clause 28.

**28.3 Valuation frequency**

Valuation of Mortgaged Ship A and Ship A before its Delivery (and such other asset granted as security in accordance with this clause 28) shall be made:

- (a) at the time required in clause 4.2 (*Conditions precedent on Delivery*) and Schedule 3 (*Conditions precedent*);
- (b) within 30 days of the end of each Financial Year; and
- (c) at any other time and frequency as may be requested by the Majority Lenders, KEXIM and/or any ECA.

**28.4 Expenses of valuation**

The Borrower shall bear, and reimburse to the Agent where incurred by the Agent, all costs and expenses of providing such a valuation except that if no Event of Default is continuing, the cost of valuations obtained pursuant to paragraph (c) of clause 28.3 (*Valuation frequency*) shall be borne by the Borrower not more than once every calendar year.

**28.5 Valuations procedure**

The value of Mortgaged Ship A and Ship A before its Delivery shall be determined in accordance with, and by valuers approved and appointed in accordance with, this clause 28. Additional security provided under this clause 28 shall be valued in such a way, on such a basis and by such persons (including the Agent itself) as may be approved by the Majority Lenders or as may be agreed in writing by the Borrower and the Agent (on the instructions of the Majority Lenders).

**28.6 Currency of valuation**

Valuations shall be provided by valuers in euro or, if a valuer is of the view that the relevant type of vessel is generally bought and sold in another currency, in that other currency. If a valuation is provided in another currency, for the purposes of this Agreement it shall be converted into euro at the Agent's spot rate of exchange for the purchase of euro with that other currency as at the date to which the valuation relates.

**28.7 Basis of valuation**

Each valuation will be addressed to the Agent in its capacity as such (or to Guarantor A or the Borrower provided that such valuation is accompanied by full reliance and disclosure language in favour of the Finance Parties), will not be more than 30 days old (or 60 days old in relation to the valuations provided pursuant to paragraph 8 of Part 2 (*Conditions precedent on Delivery (Ship A)*) of Schedule 3 (*Conditions precedent*)) and will be made:

- (a) without physical inspection (unless required by the Agent);

- (b) on the basis of a sale for prompt delivery for a price payable in full in cash on delivery at arm's length on normal commercial terms between a willing buyer and a willing seller; and
- (c) without taking into account the benefit or detriment of any charter commitment.

**28.8 Information required for valuation**

The Borrower shall promptly provide to the Agent and any such valuer any information which they reasonably require for the purposes of providing such a valuation.

**28.9 Approval of valuers**

All valuers must have been approved. The Agent may from time to time notify the Borrower of approval of one or more independent ship brokers as valuers for the purposes of this clause 28. The Agent shall respond promptly to any request by the Borrower for approval of a broker nominated by the Borrower. The Agent may at any time by notice to the Borrower withdraw any previous approval of a valuer for the purposes of future valuations. That valuer may not then be appointed to provide valuations unless it is once more approved. If the Agent has not approved at least three brokers as valuers at a time when a valuation is required under this clause 28, the Agent shall promptly notify the Borrower of the names of at least three valuers which are approved. On the date of this Agreement the approved valuers are Clarksons, Fearnleys and Braemar.

**28.10 Appointment of valuers**

When a valuation is required for the purposes of this clause 28, the Borrower shall appoint approved valuers to provide such a valuation. If the Borrower fails to appoint valuers, the Agent may appoint approved valuers to provide that valuation.

**28.11 Number of valuers**

- (a) Each valuation must be carried out by two approved valuers of whom one shall be nominated by the Agent and the other by the Borrower. If the Borrower fails promptly to nominate a second valuer then the Agent may nominate the second valuer. Clause 28.12 (*Differences in valuations*) shall apply.
- (b) If two valuers provide valuations and their valuations of Mortgaged Ship A or Ship A before its Delivery vary by more than 10% (by reference to the lower of the two valuations), then the value of Mortgaged Ship A or Ship A before its Delivery (as applicable) shall be determined by reference to those two valuations and a third valuation provided by a third approved valuer nominated by the Agent. Clause 28.12 (*Differences in valuations*) shall apply.

**28.12 Differences in valuations**

- (a) If valuations of a Ship provided by individual valuers differ, the value of the relevant Ship for the purposes of the Finance Documents will be the mean average of those valuations.
- (b) If any approved valuer provides a range of values for a Ship, the value of such Ship for the purposes of the Finance Documents will be the mean average of the values comprising such range.

**28.13 Security shortfall**

- (a) If at any time the Security Value is less than the Minimum Value, the Agent may, and shall, if so directed by the Majority Lenders, by notice to the Borrower require that such deficiency be remedied. The Borrower shall then within 30 Business Days of receipt of such notice ensure that the Security Value equals or exceeds the Minimum Value. For this purpose, the Borrower may:



- (i) provide additional security over assets reasonably approved by all the Lenders and in accordance with this clause 28 (including in the form of charged and/or pledged euro cash deposits which are hereby approved by all the Lenders and the ECAs); and/or
  - (ii) prepay a part of the Loan under clause 8.4 (*Voluntary prepayment*) and cancel a corresponding amount of the Active Facility under clause 7.3 (*Adjustment of scheduled repayments*).
- (b) Any prepayment made under paragraph (a) above shall be applied in reduction of all Advances pro rata and any corresponding cancellation of the Commitments shall be applied against the Commitments relating to each Advance pro rata.
  - (c) Any cancellation of part of the Active Facility pursuant to paragraph (a) above shall reduce the Total Commitments by the same amount.

#### **28.14 Creation of additional security**

The value of any additional security which the Borrower offers to provide to remedy all or part of a shortfall in the amount of the Security Value will only be taken into account for the purposes of determining the Security Value if and when:

- (a) that additional security, its value and the method of its valuation have been approved by the Majority Lenders, KEXIM and the ECAs;
- (b) a Security Interest over that security has been constituted in favour of the Security Agent or (if appropriate) the Finance Parties in a form and manner approved by all the Lenders and the ECAs;
- (c) this Agreement has been unconditionally amended in such manner as the Agent requires in consequence of that additional security being provided; and
- (d) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to that amendment and additional security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to that amendment and additional security and its execution and (if applicable) registration.

#### **28.15 Release of additional security**

If at any time the Security Agent or any other Finance Parties hold additional security provided under this clause 28 and the Security Value, disregarding the value of that additional security, exceeds the Minimum Value and the Security Value has been determined by reference to valuations provided no more than 60 days previously, the Borrower may, by notice to the Agent, require the release and discharge of that additional security. The Agent shall then direct the Security Agent to promptly release and discharge that additional security if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Agent, the Borrower shall reimburse to the Agent any costs and expenses payable under clause 18 (*Transaction expenses*) in relation to that release and discharge.

### **29 Chartering undertakings**

#### **29.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 29 will be complied with in relation to each Mortgaged Ship which is subject to a Bareboat Charter and/or a Charter throughout the relevant Ship's Mortgage Period. Where a Mortgaged Ship is subject to a Bareboat Charter, all undertakings in this clause 29 given by the relevant Owner will be deemed to also be given by the relevant Bareboat Charterer under such Bareboat Charter.

## **29.2 Variations**

Except with approval and except in connection with the immediate replacement of a Bareboat Charter with another Bareboat Charter entered into in accordance with the terms of clause 25.8 (*Chartering*), no terms of any Bareboat Charter for the Ship shall be varied, amended or modified in any way or manner which would result in a breach of the provisions of clause 25.8 (*Chartering*).

## **29.3 Releases and waivers**

Except with approval and except in connection with the immediate replacement of a Bareboat Charter with another Bareboat Charter entered into in accordance with the terms of clause 25.8 (*Chartering*), there shall be no release by the relevant Owner or Bareboat Charterer of any obligation of any other person under a Bareboat Charter (including by way of novation, assignment or transfer), no waiver of any breach of any such obligation and no consent to anything which would otherwise be such a breach, which would result in a breach of clause 25.8 (*Chartering*).

## **29.4 Charter performance**

Each relevant Bareboat Charterer and Owner shall perform its obligations under each Bareboat Charter for the Ship to which it is a party and use its best endeavours to ensure that each other party to them performs their obligations under such documents.

## **29.5 Payment of Charter Earnings**

All Earnings which the relevant Owner is entitled to receive under any Charter Documents or Bareboat Charter for the Ship shall be paid into the Earnings Account of the Owner of the Ship or, following an Event of Default, in the manner required by the Security Documents.

## **29.6 Minimum Bareboat Charter Hire**

In the event that, due to applicable transfer pricing regulations, the Minimum Bareboat Charter Hire in respect of a Bareboat Charter of a Ship is insufficient to satisfy paragraphs (a), (b) and (c) in the definition of Minimum Bareboat Charter Hire, Guarantor A shall be required, on or before each date for the payment of hire under such Bareboat Charter, to pay by way of capital injection or similar payment an additional amount to the relevant Owner so that the total amount received by such Owner is no less than the amount they would have received had the relevant transfer pricing regulations not applied.

## **29.7 Quiet enjoyment**

Upon the relevant Owner or, as applicable, Bareboat Charterer, delivering any Quiet Enjoyment Agreement for a Mortgaged Ship to the Security Agent duly executed by the other parties to it, the Finance Parties agree that the Security Agent will as soon as reasonably practicable thereafter duly execute and enter into such Quiet Enjoyment Agreement and return it to the relevant Owner or, as applicable, Bareboat Charterer.

## **30 Bank accounts**

### **30.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 30 will be complied from the date of the Utilisation Request and throughout the Facility Period thereafter.

### **30.2 Earnings Account**

- (a) Each Owner shall be the holder of one or more Accounts with an Account Bank renominated in euro which is designated as an "Earnings Account" for the purposes of the Finance Documents.

- (b) Each Owner's Earnings of the Mortgaged Ships (including Earnings payable to an Owner under a Bareboat Charter of a Ship) and all moneys payable to the relevant Owner under each Ship's Insurances and any net amount payable to the Borrower under any Hedging Contract shall be paid by the persons from whom they are due to the relevant Owner's Earnings Account, unless required to be paid to the Security Agent under the Finance Documents.
- (c) The relevant Account Holder(s) may withdraw amounts standing to the credit of an Earnings Account for any purpose which is not prohibited under this Agreement (and, in the case of an Earnings Account of the Collateral Owner, under the Collateral Facility Agreement), except if an Event of Default is continuing.

### 30.3 Debt Service Reserve Account

- (a) The Borrower shall be the holder of an Account with the Account Bank denominated in euro which is designated as a "Debt Service Reserve Account" for the purposes of the Finance Documents.
- (b) Subject to paragraphs (d) and (e) below, with effect on or from the Utilisation Date, and at all times thereafter, there shall be maintained in the Debt Service Reserve Account, such amount as will ensure that, on any date, the amount standing to the credit of the Debt Service Reserve Account is at least equal to the amount of principal and interest which falls due for payment by the Borrower in respect of the Loan for a period of 3 Months commencing on such date.
- (c) The Borrower shall not withdraw amounts standing to the credit of the Debt Service Reserve Account.
- (d) If as at any Testing Date the Gross Contracted Revenues of Ship A fall below USD30,000,000 as notified to the Agent by an Employment Compliance Certificate under clause 22.5 (*Employment cover*), the Borrower shall, within five (5) Business Days of the date on which the relevant Employment Compliance Certificate was sent to the Agent, fund the Debt Service Reserve Account with such additional amount (an **Additional Amount**) such that the amount previously standing to the credit of the Debt Service Reserve Account together with such Additional Amount is at least equal to the amount of principal and interest which falls due for payment by the Borrower in respect of the Loan for a period of 6 Months commencing on such Testing Date.
- (e) If as at any Testing Date following a payment of any Additional Amount pursuant to paragraph (d) above, the Gross Contracted Revenues of Ship A as notified to the Agent by an Employment Compliance Certificate under clause 22.5 (*Employment cover*) subsequently reach or exceed USD 30,000,000, the Borrower shall be entitled to withdraw from the Debt Service Reserve Account any Additional Amount previously paid therein under this clause 30.3.

### 30.4 Other provisions

- (a) An Account may only be designated for the purposes described in this clause 30 if:
  - (i) such designation is made in writing by the Agent and acknowledged by the Borrower and specifies the name and address of the Account Bank and the Account Holder(s) and the number and any designation or other reference attributed to the Account;
  - (ii) an Account Security or Collateral Account Security, as applicable, has been duly executed and delivered by the relevant Account Holder(s) in favour of the Security Agent (and any other Finance Party required by the Agent);
  - (iii) any notice required by the Account Security or Collateral Account Security to be given to an Account Bank has been given to, and acknowledged by, the Account

Bank in the form required by the relevant Account Security or Collateral Account Security, as applicable; and

- (iv) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to the Account and the Account Security or Collateral Account Security, as applicable, including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to the Account and the relevant Account Security or Collateral Account Security.
- (b) The rates of payment of interest and other terms regulating any Account will be a matter of separate agreement between the relevant Account Holder(s) and an Account Bank.
- (c) The relevant Account Holder(s) shall not close any Account or alter the terms of any Account from those in force at the time it is designated for the purposes of this clause 30 or waive any of its rights in relation to an Account except with approval of all the Lenders.
- (d) The relevant Account Holder(s) shall deposit with the Security Agent all certificates of deposit, receipts or other instruments or securities relating to any Account, notify the Security Agent of any claim or notice relating to an Account from any other party and provide the Security Agent with any other information it may request concerning any Account.
- (e) Each of the Agent and the Security Agent agrees that if it is an Account Bank in respect of an Account then there will be no restrictions on creating a Security Interest over that Account as contemplated by this Agreement and it shall not (except with the approval of the Majority Lenders) exercise any right of combination, consolidation or set-off which it may have in respect of that Account in a manner adverse to the rights of the other Finance Parties.

### **31 Business restrictions**

#### **31.1 Undertaking to comply**

Except as otherwise approved by the Majority Lenders, each Obligor who is a Party undertakes that this clause 31 will be complied with throughout the Facility Period by and in respect of each person to which each relevant provision of this clause is expressed to apply.

#### **31.2 General negative pledge**

- (a) In this clause 31.2, **Quasi-Security** means an arrangement or transaction described in paragraph (c) below.
- (b) No Owner shall create or permit to subsist any Security Interest over any of its assets.
- (c) (Without prejudice to any other provision of this clause 31), no Owner shall:
  - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to, or re-acquired by, an Obligor or any other Group Member other than pursuant to disposals permitted under clause 31.11 (*Disposals*);
  - (ii) sell, transfer, factor or otherwise dispose of any of its receivables on recourse terms;
  - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
  - (iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

- (d) Paragraphs (b) and (c) above do not apply to any Security Interest or (as the case may be) Quasi-Security, listed below:
- (i) those granted or expressed to be granted by any of the Security Documents or the Ship A Collateral Security;
  - (ii) those granted or expressed to be granted by any of the Collateral Security Documents;
  - (iii) in relation to a Mortgaged Ship, Permitted Maritime Liens;
  - (iv) any lien (other than maritime liens) arising by operation of law and in the ordinary course of business and not as a result of any default or omission by the Owners;
  - (v) any payment or close out netting or set-off arrangement or any security arrangement pursuant to any Hedging Contracts (as defined in each of this Agreement and the Collateral Facility Agreement) or foreign exchange transaction entered into by the Owners;
  - (vi) rights of netting or set-off over credit balances on bank accounts but only to the extent related to bank fees on the relevant bank accounts; or
  - (vii) in relation to Taxes not overdue, or, in the case of income and property taxes and assessments, which are being contested in good faith with due diligence and where the relevant Owner or the Group as a whole has adequate cash reserves in excess of such contested sums.

### **31.3 Financial Indebtedness**

No Owner shall incur or permit to exist, any Financial Indebtedness owed by it to anyone else except:

- (a) Financial Indebtedness incurred under the Finance Documents and Hedging Contracts for Hedging Transactions entered into pursuant to clause 32.2 (*Hedging*);
- (b) Indebtedness owing to its trade creditors in the normal course of its business;
- (c) Financial Indebtedness owed to another Group Member on an unsecured and subordinated basis subject to a Subordination Deed or a Collateral Subordination Deed (each as defined in each of this Agreement and the Collateral Facility Agreement), as applicable, previously entered into in respect of the same and then only provided that no Event of Default has occurred and is continuing at the time it is incurred and in any event on terms otherwise approved by the Majority Lenders, KEXIM and the ECAs;
- (d) Financial Indebtedness permitted under clause 31.4 (*Guarantees*);
- (e) Financial Indebtedness permitted under clause 31.5 (*Loans and credit*); and
- (f) Financial Indebtedness incurred under or in relation to the Collateral Facility Agreement or under the Collateral Finance Documents,

provided that any cash pooling arrangements on a Group wide basis for cash management purposes of the Group shall not constitute Financial Indebtedness for the purposes of clause 31.3.

### **31.4 Guarantees**

No Owner shall give or permit to exist, any guarantee by it in respect of indebtedness of any person or allow any of its indebtedness to be guaranteed by anyone else except:

- (a) guarantees of obligations of another Group Member that are not Financial Indebtedness or obligations prohibited by any Finance Document;
- (b) guarantees in favour of its own trade creditors for indebtedness owing to its trade creditors and given in the ordinary course of its business;
- (c) guarantees which are Financial Indebtedness permitted under clause 31.3 (*Financial Indebtedness*);
- (d) guarantees or indemnities from time to time required by any protection and indemnity or war risks association with which a Ship is entered; and
- (e) any performance or similar guarantee issued by an Owner or any counter guarantee issued by an Owner in respect of any guarantee issued by any other person, in each case in relation to a Ship required in the ordinary course of business and operation of that Ship in support of a Charter or any other charter commitment for such Ship, up to an aggregate amount of 10% of the Contract Price, in the case of Ship A, or of the Contract Price (as defined in the Collateral Facility Agreement), in the case of the Collateral Ship (each in euro equivalent terms) for that Ship for all such guarantees under this paragraph (e).

### **31.5 Loans and credit**

No Obligor shall be a creditor in respect of Financial Indebtedness other than in respect of:

- (a) loans or credit to another Group Member permitted under clause 31.3 (*Financial Indebtedness*) or clause 31.4 (*Guarantees*) or loans or credit to any Group Member that is not an Obligor;
- (b) Financial Indebtedness owing to it by another Obligor on an unsecured and, in the case of Financial Indebtedness owing to it by an Owner, subordinated basis subject to a Subordination Deed or a Collateral Subordination Deed (each as defined in each of this Agreement and in the Collateral Facility Agreement), as applicable, previously entered into in respect of the same and then only provided that no Event of Default has occurred and is continuing at the time it is incurred and in any event on terms otherwise approved by the Majority Lenders;
- (c) trade credit granted by it to its customers on normal commercial terms in the ordinary course of its trading activities; and
- (d) loans to other Group Members arising under any cash pooling arrangements on a Group wide basis for cash management purposes of the Group.

### **31.6 Bank accounts, operating leases and other financial transactions**

No Owner shall:

- (a) maintain any current or deposit account with a bank or financial institution except for the Accounts (other than, until the date falling three months from the date of this Agreement, any existing accounts to be closed pursuant to paragraph 1 of Part 5 (*Conditions subsequent*) of Schedule 3 (*Conditions precedent*)) and the deposit of money, operation of current accounts and the conduct of electronic banking operations with the Account Bank and through the Accounts; or
- (b) hold cash in any account (other than with the Account Bank and other than the Accounts) over or in respect of which any set-off, combination of accounts, netting or Security Interest exists except as permitted by clause 31.2 (*General negative pledge*).

### **31.7 Subsidiaries**

No Owner shall establish or acquire a company or other entity which would be or become a Group Member or reactivate any dormant Group Member.

### **31.8 Acquisitions and investments**

No Owner shall acquire any person, business, assets or liabilities or make any investment in any person or business or undertaking or enter into any joint-venture arrangement except:

- (a) any acquisition pursuant to a disposal permitted under clause 31.11 (*Disposals*);
- (b) acquisitions of assets in the ordinary course of business (not being new businesses or vessels);
- (c) the incurrence of liabilities in the ordinary course of its business; or
- (d) any loan or credit not otherwise prohibited under this Agreement.

### **31.9 Reduction of capital**

No Owner shall redeem or purchase or otherwise reduce any of its equity or any other share capital or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner.

### **31.10 Increase in capital**

No Owner shall issue shares and/or voting shares or other equity interests to anyone who is not:

- (a) Guarantor A; or
- (b) a wholly-owned Subsidiary of Guarantor A; or
- (c) in the case of the shares and/or voting shares in the Collateral Guarantor, the Investment Entity as a result of or pursuant to the Potential Investment; or
- (d) in the case of the shares and/or voting shares in the Collateral Guarantor, an Approved Investor as a result of or pursuant to an Onwards Investment,

in each case subject to the same not constituting a Change of Control and provided always that any such issuance of shares and/or voting shares or other equity interests will not change the proportion of the shares or other equity interests held by each relevant party as permitted under the terms of this Agreement (except that, if following the occurrence of the Potential Investment the Investment Entity holds less than 49.99% of the shares and/or voting shares in the Collateral Guarantor, the Collateral Guarantor shall be permitted to issue additional shares and/or voting shares to the Investment Entity up to a maximum of 49.99% of its shares and/or voting shares, subject always to clause 8.2 (*Change of control*)).

### **31.11 Disposals**

No Owner shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to sell, lease, transfer or otherwise dispose of any asset except for any of the following disposals (so long as they are not prohibited by any other provision of the Finance Documents):

- (a) disposals of assets made in (and on terms reflecting) the ordinary course of trading of the disposing entity;

- (b) disposals of obsolete assets, or assets which are no longer required for the purpose of the business of the relevant Owner, in each case for cash on normal commercial terms and on an arm's length basis;
- (c) disposals permitted by clause 25.3 (*Sale or other disposal of Ship*), clause 31.2 (*General negative pledge*) or clause 31.3 (*Financial Indebtedness*);
- (d) dealings with its own trade creditors with respect to book debts in the ordinary course of trading; and
- (e) the application of cash or cash equivalents in the acquisition of assets or services in the ordinary course of its business.

### **31.12 Contracts and arrangements with Affiliates**

No Obligor shall be party to any arrangement or contract with any of its Affiliates unless such arrangement or contract is on an arm's length basis.

### **31.13 Distributions and other payments by Group**

Guarantor A shall not:

- (a) declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital) or any warrants for the time being in issue;
- (b) repay or distribute any dividend or share premium reserve; or
- (c) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so,

except (1) if no Event of Default is continuing at the time of the declaration, payment or making of any such dividend, distribution or other payment, nor would result from doing so and, (2) if:

- (i) it constitutes (A) a Permitted Distribution or (B) distributions granted to employees or officers of Guarantor A in respect of any share incentive plan or as salaries, bonus payments or any other payments relating to their employment with the Group; and
- (ii) the ratio of (A) Net Interest Bearing Debt to (B) EBITDA in respect of a Measurement Period that is a Financial Year, as certified in the then latest Compliance Certificate delivered to the Agent pursuant to the provisions of this Agreement, was lower than 2.75:1.00.

### **31.14 Employee headcount**

Guarantor A shall procure that there shall be no Headcount Decrease without the consent of EIFO.

## **32 Hedging Contracts**

### **32.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 32 will be complied with throughout the Facility Period.



### 32.2 Hedging

- (a) If, at any time during the Facility Period, the Borrower wishes to enter into any Treasury Transaction so as to hedge all or any part of their exposure under this Agreement to interest rate and/or currency exchange rate fluctuations, they shall notify the Agent in writing.
- (b) Any such Treasury Transaction shall be concluded by the Borrower only, with one or more of the Hedging Providers on the terms of a Hedging Master Agreement but (except with the approval of the Majority Lenders) no such Treasury Transaction shall be concluded unless:
  - (i)
    - (A) each of the Hedging Master Agreements has been executed by the Borrower and each Hedging Provider;
    - (B) the Borrower has executed the Hedging Contract Security; and
    - (C) any notice required to be given to each Hedging Provider under the Hedging Contract Security has been given to it and acknowledged by it in the manner required by the Hedging Contract Security and all documents and evidence of the type required under Schedule 3 (*Conditions precedent*) in respect of the documents relevant to this paragraph (i) have been delivered to the Agent in form and substance satisfactory to the Agent;
  - (ii) its purpose is to hedge the Borrower's interest rate risk and/or currency exchange rate risk in relation to an Advance for a period expiring no later than the relevant Final Repayment Date; and
  - (iii) its notional principal amount, when aggregated with the notional principal amount of any other continuing Hedging Contracts for that Advance, does not and will not exceed that Advance as then scheduled to be repaid pursuant to clause 7.2 (*Scheduled repayment of Facility*).
- (c) The Hedging Providers shall have the right of first refusal to enter into Treasury Transactions under a Hedging Master Agreement which any Group Member (other than the Borrower) is considering to enter into such Treasury Transactions for the purpose of hedging on competitive terms the Borrower's and the Group's exposure to interest rate and/or currency exchange rate fluctuations under this Agreement.
- (d) Other than Hedging Transactions which meet the requirements of paragraphs (a) to (b) above, the Borrower shall not enter into Treasury Transactions, except with approval.
- (e) The Borrower shall, promptly upon entry into of any Confirmation under a Hedging Contract, deliver to the Agent an original or certified copy of such Confirmation.

### 32.3 Unwinding of Hedging Contracts

If at any time, and whether as a result of any prepayment (in whole or in part) of an Advance or any cancellation (in whole or in part) of any Commitment or otherwise, the aggregate notional principal amount under all Hedging Transactions entered into by the Borrower exceeds or will exceed the amount of the Advances outstanding at that time after such prepayment or cancellation, then (unless otherwise approved by the Majority Lenders) the Borrower shall immediately close out and terminate sufficient Hedging Transactions (pro rata across the relevant Hedging Master Agreements entered into between the Borrower and each Hedging Provider) as are necessary to ensure that the aggregate notional principal amount under the remaining continuing Hedging Transactions equals, and will in the future be equal to, the amount of the Advances at that time and as scheduled to be repaid from time to time thereafter pursuant to clause 7.2 (*Scheduled repayment of Facility*).

#### **32.4 Assignment of Hedging Contracts by Borrower**

Except as approved by all the Lenders or by the Hedging Contract Security, the Borrower shall not assign or otherwise dispose of its rights under any Hedging Contract.

#### **32.5 Information concerning Hedging Contracts**

The Borrower shall provide the Agent with any information it may request concerning any Hedging Contract, including all reasonable information, accounts and records that may be necessary or of assistance to enable the Agent to verify the amounts of all payments and any other amounts payable under the Hedging Contracts.

### **33 Events of Default**

Each of the events or circumstances set out in this clause 33 (except clause 33.20 (*Acceleration*)) is an Event of Default.

#### **33.1 Non-payment**

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document or an ECA Policy at the place at and in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused by administrative or technical error or by a Disruption Event; and
- (b) payment is made in full:
  - (i) in the case of payments under an ECA Policy, within 3 Business Days of its due date (or, such shorter period required by the relevant ECA Policy); or
  - (ii) in all other cases, within 5 Business Days of its due date.

#### **33.2 Hedging Contracts**

An Event of Default or Potential Event of Default in respect of the Borrower (in each case as defined in any Hedging Master Agreement) has occurred and is continuing under any Hedging Contract.

#### **33.3 Financial covenants; ECA Cover; Sanctions**

- (a) The Obligors do not comply with clause 22 (*Financial covenants*) or clause 28.13 (*Security shortfall*).
- (b) The Obligors do not comply with clause 23.14 (*ECA requirements*) or clause 4.4 (*Conditions subsequent*).
- (c) The Obligors do not comply with clause 23.13 (*Sanctions*) or any of paragraphs (b), (c) or (d) of clause 26.16 (*Lawful use*).
- (d) For the avoidance of doubt, there shall be no Event of Default under this clause 33.3 as a result of the Gross Contracted Revenues being below USD 30,000,000 provided that the Borrower complies with paragraphs (d) and (e) of clause 30.3 (*Debt Service Reserve Account*).

#### **33.4 Insurance**

- (a) The Insurances of a Mortgaged Ship are not placed and kept in force in the manner required by clause 27 (*Insurance*).

- (b) Any insurer either:
  - (i) cancels any such Insurances; or
  - (ii) disclaims liability under them or asserts that its liability under them is or should be reduced by reason of any mis-statement or failure or default by any person,

unless such Insurances have been replaced (on terms compliant with the requirements of clause 27 (*Insurance*)) by the Borrower or Guarantor A with effect from the date of occurrence of the relevant circumstances under paragraphs (i) or (ii) above as applicable.

### **33.5 Other obligations**

- (a) An Obligor or Manager does not comply with any provision of the Finance Documents (other than those referred to in clause 33.1 (*Non-payment*), clause 33.2 (*Hedging Contracts*), clause 33.3 (*Financial covenants; ECA Cover; Sanctions*), clause 33.4 (*Insurance*) or any other provision of this clause 33).
- (b) No Event of Default under paragraph (a) above will occur if the Agent considers that the failure to comply is capable of remedy and the failure is remedied within fifteen (15) Business Days of the earlier of (A) the Agent giving notice to the Borrower and (B) the Borrower or any other Obligor or Manager becoming aware of the failure to comply.
- (c) No Event of Default will occur under this clause 33.5 by reason only of an Obligor's failure to comply with a Green Loan Provision.

### **33.6 Misrepresentation**

- (a) Any representation or statement made or deemed to be made by an Obligor or Manager in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document or any ECA Policy is or proves to have been incorrect or misleading in any material respect when made or deemed to be made, unless (in the case of any misrepresentation other than one under clauses 20.23 (*Security and Financial Indebtedness*) or 20.34 (*Sanctions*)) the circumstances giving rise to the misrepresentation are capable of remedy and are remedied within 5 Business Days of the Agent giving notice to the Obligors to do so.
- (b) Any representation or statement made or deemed to be made by an Obligor under clause 20.23 (*Security and Financial Indebtedness*) is or proves to have been incorrect or misleading in any material respect when made or when deemed to be made, unless the Agent considers that the circumstances giving rise to the misrepresentation are capable of remedy and are so remedied within fifteen (15) Business Days of the earlier of (A) the Agent giving notice to the Borrower and (B) the Borrower or any other Obligor becoming aware of the misrepresentation.
- (c) No Event of Default will occur under this Clause 33.6 to the extent that the representation or statement is included in any Green Loan Provisions and concerns, or the document consists of, Green Loan Information.

### **33.7 Cross default**

- (a) Any Financial Indebtedness of any Obligor is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor of any Obligor as a result of an event of default (however described).

- (d) The counterparty to a Treasury Transaction entered into by any Obligor becomes entitled to terminate that Treasury Transaction early by reason of an event of default (however described).
- (e) Any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of that Obligor due and payable prior to its specified maturity as a result of an event of default (however described).
- (f) No Event of Default will occur under paragraphs (a) to (e) above if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (e) above is less than €10,000,000 (or its equivalent in any other currency or currencies).

### **33.8 Insolvency**

- (a) An Obligor:
  - (i) is unable or admits inability to pay its debts as they fall due;
  - (ii) is deemed to, or is declared to, be unable to pay its debts under applicable law;
  - (iii) suspends or threatens to suspend making payments on any of its debts; or
  - (iv) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.
- (b) The value of the assets of any Obligor is less than its liabilities (taking into account contingent and prospective liabilities).
- (c) A moratorium is declared in respect of any indebtedness of any Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

### **33.9 Insolvency proceedings**

- (a) Any corporate action, legal proceedings or other procedure or step is taken in relation to:
  - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor;
  - (ii) a composition, compromise, assignment or arrangement with any creditor of any Obligor;
  - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Obligor or any of its assets (including the directors of any Obligor requesting a person to appoint any such officer in relation to it or any of its assets); or
  - (iv) enforcement of any Security Interest over any assets of any Obligor, or any analogous procedure or step is taken in any jurisdiction.
- (b) Paragraph (a) above shall not apply to any winding-up petition (or analogous procedure or step) which is frivolous or vexatious and is discharged, stayed or dismissed within thirty (30) days of commencement or, if earlier, the date on which it is advertised.

### **33.10 Creditors' process**

- (a) Any expropriation, attachment, sequestration, distress, execution or any other analogous process or enforcement action (including enforcement by a landlord) affects any asset or assets of any Obligor for an amount in excess of €10,000,000 (or its equivalent in any other currency or currencies) and is not discharged within thirty (30) days.
- (b) Any judgment or order for an amount in excess of €10,000,000 (or its equivalent in any other currency or currencies) is made against any Obligor and is not stayed or complied with within thirty (30) days.

### **33.11 Unlawfulness and invalidity**

- (a) It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Transaction Security ceases to be effective.
- (b) Any obligation or obligations of any Obligor under any Finance Documents are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.
- (c) Any Finance Document or any Transaction Security ceases to be in full force and effect or ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than a Finance Party) to be ineffective for any reason.
- (d) Any Security Document does not create legal, valid, binding and enforceable security over the assets charged under that Security Document or the ranking or priority of such security is adversely affected.

### **33.12 Cessation of business**

Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business except in the case of the Borrower as a result of the sale or Total Loss of its Ship and provided that the terms of clause 8.8 (*Sale or Total Loss*) and if applicable clause 8.11 (*Release*) have been complied with.

### **33.13 Expropriation**

The authority or ability of any Obligor to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets.

### **33.14 Repudiation and rescission of Finance Documents**

An Obligor rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or any of the Transaction Security or evidences an intention to rescind or repudiate a Finance Document or any Transaction Security.

### **33.15 Litigation**

Either:

- (a) any litigation, alternative dispute resolution, arbitration or administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened; or
- (b) any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body is made,

in relation to any Transaction Document or the transactions contemplated in the any Transaction Document or against any Obligor or any of its assets, rights or revenues which is reasonably likely to have a Material Adverse Effect.

**33.16 Material Adverse Effect**

Any event or circumstance (including any Environmental Incident or any change of law) occurs which has, or is reasonably likely to have, a Material Adverse Effect.

**33.17 Arrest of Ship**

Any Mortgaged Ship is arrested, confiscated, seized, taken in execution, impounded, forfeited, detained in exercise or purported exercise of any possessory lien or other claim and the relevant Owner fails to procure the release of such Mortgaged Ship within a period of 30 Business Days thereafter (or such longer period as may be approved) unless within such 30 Business Day Period the Borrower prepays the Loan in full and pays interest thereon together with all other amounts owing to the Finance Parties under the Finance Documents together with such prepayment.

**33.18 Ship registration**

Except with approval by the Majority Lenders, KEXIM and the ECAs, the registration of any Mortgaged Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if such Ship is only provisionally registered on the date of its Mortgage or Collateral Mortgage, as applicable, such Ship is not permanently registered under such laws within 90 days of such date.

**33.19 Political risk**

- (a) Either (1) the Flag State of any Mortgaged Ship or any Relevant Jurisdiction of an Obligor becomes involved in hostilities or civil war or (2) there is a seizure of power in the Flag State or any such Relevant Jurisdiction by unconstitutional means and such event or circumstance, has or is reasonably likely to have, a Material Adverse Effect.
- (b) No Event of Default under paragraph (a) above will occur if:
  - (i) in the opinion of the Agent it is practicable for action to be taken by the Borrower to prevent the relevant event or circumstance having a Material Adverse Effect; and
  - (ii) the Borrower takes such action to the Agent's satisfaction within 14 days of notice from the Agent (specifying the relevant action to be taken) to do so.

**33.20 Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, EIFO, Eksfn and KEXIM:

- (a) by notice to the Borrower:
  - (i) declare that no withdrawals be made from any Account; and/or
  - (ii) cancel the Available Commitments of all the Lenders and/ or each Ancillary Commitment at which time they shall immediately be cancelled, and/or they shall immediately cease to be available for further utilisation; and/or
  - (iii) declare that all or part of the Advances, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or

- (iv) declare that all or part of the Advances be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or
  - (v) declare all or any part of the amounts (or cash cover in relation to those amounts) outstanding under the Ancillary Facilities to be immediately due and payable, at which time they shall become immediately due and payable; and/or
  - (vi) declare that all or any part of the amounts (or cash cover in relation to those amounts) outstanding under the Ancillary Facilities be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or
- (b) exercise or direct the Security Agent and/or any other beneficiary of the Security Documents to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

### **34 Position of Hedging Providers**

#### **34.1 Rights of Hedging Providers**

- (a) Each Hedging Provider is a Finance Party and, as such, will be entitled to share in the Transaction Security in respect of any liabilities of the Borrower under the Hedging Contracts with such Hedging Provider in the manner and to the extent contemplated by the Finance Documents.
- (b) The Original Hedging Providers shall have the right of first refusal on any future Hedging Contracts in relation to the Ships or the Facility.

#### **34.2 Voting rights**

No Hedging Provider shall be entitled to vote on any matter where a decision of the Lenders alone is required under this Agreement, whether before or after the termination or close out of the Hedging Contracts with such Hedging Provider, provided that each Hedging Provider shall be entitled to vote on any matter where a decision of all the Finance Parties is expressly required.

#### **34.3 Acceleration and enforcement of security**

Neither the Agent nor the Security Agent or any other beneficiary of the Security Documents shall be obliged, in connection with any action taken or proposed to be taken under or pursuant to clause 33 (*Events of Default*) or pursuant to the other Finance Documents, to have any regard to the requirements or interests of any Hedging Provider except to the extent that the relevant Hedging Provider is also a Lender.

#### **34.4 Close out of Hedging Contracts**

- (a) The Parties agree that at any time on and after any Event of Default the Agent (acting on the instructions of the Majority Lenders) shall be entitled, by notice in writing to a Hedging Provider, to instruct such Hedging Provider to terminate and close out any Hedging Transactions (or part thereof) with the relevant Hedging Provider. The relevant Hedging Provider will (and shall be entitled to) terminate and close out the relevant Hedging Transactions (or parts thereof) and/or the relevant Hedging Contracts in accordance with such notice immediately upon receipt of such notice.
- (b) No Hedging Provider shall be entitled to terminate or close out any Hedging Contract or any Hedging Transaction under it prior to its stated maturity except:
  - (i) in accordance with a notice served by the Agent under paragraph (a) above; or

- (ii) if the Borrower has not paid amounts due under the Hedging Contract and such amounts remain unpaid for a period of 5 Business Days after the due date for payment and the Agent (acting on the instructions of the Majority Lenders) consents to such termination or close out; or
  - (iii) to comply with clause 32.3 (*Unwinding of Hedging Contracts*); or
  - (iv) if the Hedging Provider ceases to be a Lender; or
  - (v) any of the events set out in clause 33.8 (*Insolvency*) or clause 33.9 (*Insolvency process*) occurs in relation to the Borrower; or
  - (vi) if the Agent takes any action under clause 33.20 (*Acceleration*); or
  - (vii) if Delivery has not occurred on or before the Backstop Date; or
  - (viii) if the Available Commitments of all the Lenders have been cancelled (or otherwise cease to be available), the Advances, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents (other than amounts outstanding under the Hedging Contracts) have been repaid by the Borrower in full (including by way of refinancing) and the Facility has ceased to be available for further utilisation.
- (c) If there is a net amount payable to the Borrower under a Hedging Transaction or a Hedging Contract upon its termination and close out, the relevant Hedging Provider shall forthwith pay that net amount (together with interest earned on such amount) to the Agent for application in accordance with clause 40.1 (*Order of application*).
- (d) No Hedging Provider (in any capacity) shall set-off any such net amount against or exercise any right of combination in respect of any other claim it has against the Borrower.



**35 Changes to the Lenders**

**35.1 Assignments by the Lenders**

Subject to this clause 35, a Lender (the **Existing Lender**) may assign any of its rights under any Finance Document to any of the following persons (the **New Lender**):

- (a) to another bank or financial institution or any ECA; and
- (b) following the occurrence of an Event of Default under clause 33.1 (*Non-Payment*), paragraph (c) of clause 33.3 (*Financial covenants; ECA Cover; Sanctions*), clause 33.8 (*Insolvency*) or clause 33.9 (*Insolvency proceedings*) that is continuing, also to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets, or to any insurance or reinsurance company, or to any ECA or to any other person.

**35.2 Borrower consultation; ECA approval; Hedging Providers**

- (a) An Existing Lender must consult with the Borrower and the ECAs for no more than 10 days (and for the avoidance of doubt there shall be no obligation to obtain the Borrower's consent) before it may make an assignment under clause 35.1 (*Assignments by the Lenders*) unless (with respect to consultation with the Borrower only) the assignment is:
  - (i) to another Lender or to an ECA or to an Affiliate of any Lender or an ECA;
  - (ii) to a fund which is a Related Fund of that Existing Lender; or
  - (iii) made at a time when an Event of Default is continuing.
- (b) The consent of the relevant ECA is required for an assignment by an ECA Guaranteed Lender of its Eksfin Guaranteed Commitment or (as applicable) its EIFO Guaranteed Commitment and/or its participation in the Eksfin Guaranteed Advance or the EIFO Guaranteed Advance (as applicable).
- (c) An Existing Lender who is also a Hedging Provider may not assign all of its Commitment and participation in the Facility unless at the same time it uses reasonable endeavours to procure that such Hedging Provider also assigns and transfers all of its rights and obligations under all Hedging Contracts and all Hedging Master Agreements to which it is a party to another Hedging Provider who is also a Lender (or will be the proposed New Lender in connection with the proposed assignment of the Commitment and/or participation of such Existing Lender).
- (d) The Borrower shall procure that the provisions of paragraph (c) are complied with in the event that the relevant Existing Lender is a Lender being replaced pursuant to the provisions of clause 8.7 (*Replacement of Lender*).

**35.3 Other conditions of assignment**

- (a) An assignment will only be effective:
  - (i) on receipt by the Agent of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the Borrower and the other Finance Parties as it would have been under if it had been an Original Lender;
  - (ii) on the Existing Lender and the New Lender entering into any documentation required for the New Lender to accede as a party to any Security Document to which

the Existing Lender is a party in its capacity as a Lender and/or (if it will no longer have an Available Commitment or participation in the Facility) to remove the Existing Lender as a party to and/or beneficiary of any such Security Document and, in relation to such Security Documents, completing any filing, registration or notice requirements;

- (iii) on the performance by the Agent of all necessary “know your customer” or similar checks under all applicable laws and regulations relating to any person that it is required to carry out in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender;
  - (iv) if that Existing Lender assigns equal fractions of its Commitment and participation in each Advance and each Utilisation (if any) under the Facility; and
  - (v) if the total amount of participation and Commitment of the Existing Lender being assigned is not less than €1,000,000.
- (b) Each New Lender, by executing the relevant Transfer Certificate, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with the Finance Documents on or prior to the date on which the assignment becomes effective in accordance with the Finance Documents and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

#### **35.4 Processing fee**

The New Lender (save for any ECA in respect of an assignment to it) shall, on the date upon which an assignment takes effect, pay to the Agent (for its own account) a fee of €5,000.

#### **35.5 Processing expenses**

The New Lender shall, in addition to any fee payable under clause 35.4 (*Processing fee*), promptly on demand, pay the Agent the amount of:

- (a) all costs and expenses (including legal fees) reasonably incurred by the Agent or the Security Agent in connection with any such assignment; and
- (b) any cost, loss or liability the Agent or the Security Agent incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any such assignment.

#### **35.6 Transfer costs and expenses relating to security**

The New Lender shall, promptly on demand, pay the Agent and the Security Agent the amount of:

- (a) all costs and expenses (including legal fees) reasonably incurred by the Agent or the Security Agent to facilitate the accession by the New Lender to, or assignment or transfer to the New Lender of, any Security Document granted in favour of (among others) the Lenders and/or the benefit of any such Security Document and any appropriate registration of any such accession or assignment or transfer; and
- (b) any cost, loss or liability the Agent or the Security Agent incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any such accession, assignment or transfer.

#### **35.7 Limitation of responsibility of Existing Lenders**

- (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

- (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents, the Transaction Security or any other documents;
- (ii) the financial condition of any Obligor;
- (iii) the application of any Basel Regulation to the transactions contemplated by the Finance Documents;
- (iv) the performance and observance by any Obligor or any other person of its obligations under the Finance Documents or any other documents; or
- (v) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

- (b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:
  - (i) has made (and shall continue to make) its own independent investigation and assessment of:
    - (A) the financial condition and affairs of the Obligors and their related entities in connection with its participation in this Agreement; and
    - (B) the application of any Basel Regulation to the transactions contemplated by the Finance Documents;
  - (ii) will continue to make its own independent appraisal of the application of any Basel Regulation to the transactions contemplated by the Finance Documents;
  - (iii) has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Transaction Document or the Transaction Security; and
  - (iv) will continue to make its own independent appraisal of the creditworthiness of each Obligor, each ECA and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.
- (c) Nothing in any Finance Document obliges an Existing Lender to:
  - (i) accept a re-assignment from a New Lender of any of the rights assigned under this clause 35; or
  - (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under any Transaction Document or by reason of the application of any Basel Regulation to the transactions contemplated by the Transaction Documents or otherwise.

### **35.8 Procedure available for assignment**

- (a) Subject to the conditions set out in clause 35.2 (*Borrower consultation; ECA approval; Hedging Providers*) and clause 35.3 (*Other conditions of assignment*) an assignment may be effected in accordance with paragraph (d) below when (a) the Agent executes an otherwise duly completed Transfer Certificate and (b) the Agent executes any document required under paragraph (a) of clause 35.3 (*Other conditions of assignment*) which it may be necessary for it to execute in each case delivered to it by the Existing Lender and the New Lender duly executed by them and, in the case of any such other document, any other relevant person. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable (and in any event within 5 Business Days) after receipt by it of a Transfer Certificate and any such other document each duly completed, appearing on its face to

comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate and such other document.

- (b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.
- (c) The Obligors who are Parties and the other Finance Parties irrevocably authorise the Agent to execute any Transfer Certificate on its behalf without any consultation with them.
- (d) Subject to clause 35.12 (*Transfer to an ECA*), on the Transfer Date:
  - (i) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Transfer Certificate;
  - (ii) the Existing Lender will be released by each Obligor and the other Finance Parties from the obligations owed by it (the **Relevant Obligations**) and expressed to be the subject of the release in the Transfer Certificate (but the obligations owed by the Obligors under the Finance Documents shall not be released); and
  - (iii) the New Lender shall become a Party as a “Lender” and will be bound by obligations equivalent to the Relevant Obligations.
- (e) Lenders may utilise procedures other than those set out in this clause 35.8 to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with this clause 35.8 to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in clause 35.2 (*Borrower consultation; ECA approval; Hedging Providers*) and clause 35.3 (*Other conditions of assignment*).

### 35.9 Copy of Transfer Certificate to Borrower

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate and any other document required under paragraph (a) of clause 35.3 (*Other conditions of assignment*), send a copy of that Transfer Certificate and such other documents to the Borrower.

### 35.10 Security over Lenders’ rights

- (a) In addition to the other rights provided to Lenders under this clause 35, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create a Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document (provided that the consent of the relevant ECA shall be required for any Security Interest granted in relation to a relevant ECA Guaranteed Lender’s rights under an ECA Advance) to secure obligations of that Lender including, without limitation:
  - (i) any charge, assignment or other Security Interest to secure obligations to a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank);
  - (ii) any assignment to a special purpose vehicle set up by a Lender or Affiliate of any Lender where a charge, assignment or other Security Interest is to be created over securities issued by such special purpose vehicle in favour of a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank); and

- (iii) any charge, assignment or other Security Interest granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or other Security Interest shall:

- (A) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or other Security Interest for the Lender as a party to any of the Finance Documents; or
  - (B) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.
- (b) Notwithstanding any provision to the contrary, upon the enforcement of any charge, assignment or other Security Interest referenced under paragraph (a) above, the beneficiary thereof (the **Beneficiary**) shall deliver notice of that enforcement to the Agent, which shall take effect in accordance with its terms, and the Beneficiary shall, upon completion of the conditions referenced in paragraph (a)(iii) of Clause 35.3 (*Other conditions of assignment*) become a party as a New Lender in respect of the rights which are subject to that charge, assignment or Security Interest.

### 35.11 Pro rata interest settlement

- (a) In respect of any assignment pursuant to clause 35.8 (*Procedure for assignment*) the Transfer Date of which, in each case, is not on the last day of an Interest Period:
- (i) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date (Accrued Amounts) and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than six months, on the next of the dates which falls at six monthly intervals after the first day of that Interest Period); and
  - (ii) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts so that, for the avoidance of doubt:
    - (A) when the Accrued Amounts become payable, those Accrued Amounts will be payable for the account of the Existing Lender; and
    - (B) the amount payable to the New Lender on that date will be the amount which would, but for the application of this clause 35.11, have been payable to it on that date, but after deduction of the Accrued Amounts.
- (b) In this clause references to Interest Period shall be construed to include a reference to any other period for accrual of fees.

### 35.12 Transfer to an ECA

- (a) If a relevant ECA Guaranteed Lender receives a payment from an ECA under a relevant ECA Policy in respect of its participation in an ECA Advance, then, to the extent that it is required to do so by the relevant ECA pursuant to the terms of the relevant ECA Policy, that ECA Guaranteed Lender shall, at the cost of the Borrower and without the Borrower's consent, assign to such ECA (or to a third party nominated by such ECA) a part of its participation in the relevant ECA Advance equal to the amount paid to it by such ECA (but the assignment shall not limit the rights of that ECA Guaranteed Lender to recover any remaining part of its participation in that ECA Advance or of any other moneys owing to it). Provided however that if the relevant ECA makes any payment to the relevant ECA Guaranteed Lenders under the relevant ECA Policy:

- (i) the obligations of the Obligors and the Finance Parties (and of any of them) under this Agreement and each of the Finance Documents shall not be discharged nor affected in any way;
  - (ii) the ECA shall be subrogated to the respective rights of the relevant ECA Guaranteed Lenders (to the extent of such payment) against the Obligors and the Finance Parties;
  - (iii) the ECA shall be entitled to the extent of such payment to exercise the respective rights of the relevant ECA Guaranteed Lenders (whether present or future) against the Obligors and the Finance Parties (and against any of them) pursuant to this Agreement and the Finance Documents or any relevant laws and/or regulations unless and until such payment and the interest accrued thereon are fully reimbursed to the ECA; and
  - (iv) with respect to the obligations of the Obligors owed to the Finance Parties under the Finance Documents (or any of them) and, to the extent of such payment, such obligations shall additionally be owed to the relevant ECA by way of subrogation of the rights of the Finance Parties.
- (b) Each of the relevant ECA Guaranteed Lenders agrees that as soon as all moneys due under an ECA Policy in respect of an ECA Advance have been finally paid in full by the relevant ECA then each of the relevant ECA Guaranteed Lenders shall promptly transfer to such ECA one hundred per cent. (100%) of their respective Commitments, participations and other rights in respect of the relevant ECA Advance, in proportion to and in accordance with the schedule of payments made by the relevant ECA under the relevant ECA Policy whereupon the relevant ECA shall, upon receipt by the Agent of a duly completed Transfer Certificate, and modified to the extent agreed between the Finance Parties and the relevant ECA for consistency with the terms and conditions of the ECA Policy, be a transferee and as such shall be entitled to the rights and benefits of the relevant ECA Guaranteed Lenders under the Finance Documents to the extent of its participation. Notwithstanding any provisions to the contrary in any Finance Document, the Borrower consents to such assignment and transfer.
- (c) The Borrower shall indemnify the relevant ECA in respect of any costs or expenses (including legal fees) suffered or incurred by such ECA in connection with the transfer referred to hereinabove or in connection with any review by the ECA of any Default or dispute between the Borrower and any of the Finance Parties occurring prior to the transfer referred to hereinabove.
- (d) For the avoidance of doubt, either ECA may, at its sole discretion, reinsure its obligations under its ECA Policy in whole or in part.

### 35.13 Eksfin Transfer

- (a) If, at any time during the Facility Period, any portion of the Eksfin Guaranteed Advance is assigned and/or transferred to and assumed by Eksfin, whether by way of subrogation, assignment, transfer or otherwise, the rate of interest payable by the Borrower to Eksfin on that portion of the Eksfin Guaranteed Advance shall, from such time, be equal to the aggregate of (i) the rate of interest agreed in this Agreement as payable by the Borrower on the Eksfin Guaranteed Advance, and (ii) an additional interest rate of one point five five per cent. (1.55%) per annum (the **Amended Interest Rate**).
- (b) If, at any time thereafter, Eksfin transfers its portion of the Eksfin Guaranteed Advance to any other party, the rate of interest payable by the Borrower to that relevant party on that portion of the Eksfin Guaranteed Advance shall, from such time, be equal to the Amended Interest Rate.

- (c) Following any such transfer or assignment to Eksfin, Eksfin is entitled to further assign or transfer its rights to any third party, without the prior consent of the Obligors and/or the Finance Parties.

#### **35.14 Accession of Hedging Providers to this Agreement**

Any Party (other than an Original Lender) which becomes a Lender after the date of this Agreement with a Commitment which represents at least five per cent. (5%) of the Total Commitments at the time it becomes a Lender shall, at the same time, become a Party to this Agreement as a Hedging Provider.

### **36 Changes to the Obligors**

#### **36.1 Assignment and transfers by Obligors**

Except with the prior written consent of all the Lenders, EIFO and Eksfin, no Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

#### **36.2 Prohibition on Debt Purchase Transactions by the Group**

The Obligors shall not, and Guarantor A shall procure that each Group Member shall not, enter into any Debt Purchase Transaction or be a Lender or beneficially own all or any part of the share capital of a company that is or is to be a Lender or a party to a Debt Purchase Transaction of the type referred to in the definition of Debt Purchase Transaction.

#### **36.3 Disenfranchisement of Debt Purchase Transactions entered into by Guarantor A Affiliates**

- (a) For so long as a Guarantor A Affiliate (i) beneficially owns a Commitment or (ii) has entered into a sub-participation agreement relating to a Commitment or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated:
  - (i) in ascertaining the Majority Lenders or whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments or any agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents, such Commitment shall be deemed to be zero; and
  - (ii) for the purposes of clause 51.2 (*All Lender matters*), such Guarantor A Affiliate or the person with whom it has entered into such sub-participation, other agreement or arrangement shall be deemed not to be a Lender for the purpose of paragraph (i) above (unless, in the case of a person not being a Guarantor A Affiliate, it is a Lender by virtue otherwise than by beneficially owning the relevant Commitment).
- (b) Each Lender shall, unless such Debt Purchase Transaction is an assignment or transfer, promptly notify the Agent in writing if it knowingly enters into a Debt Purchase Transaction with a Guarantor A Affiliate (a **Notifiable Debt Purchase Transaction**), such notification to be substantially in the form set out in Part 1 of Schedule 11 (*Forms of Notifiable Debt Purchase Transaction Notice*).
- (c) No Lender shall knowingly enter into any Notifiable Finance Purchase Transaction unless such Notifiable Finance Purchase Transaction relates to the entirety of its Commitment in the Facility.
- (d) A Lender shall promptly notify the Agent if a Notifiable Debt Purchase Transaction to which it is a party:
  - (i) is terminated; or

- (ii) ceases to be with a Guarantor A Affiliate,

such notification to be substantially in the form set out in Part 2 of Schedule 11 (*Forms of Notifiable Debt Purchase Transaction Notice*).

- (e) Each Guarantor A Affiliate that is a Lender agrees that:

- (i) in relation to any meeting or conference call to which all the Lenders are invited to attend or participate, it shall not attend or participate in the same if so requested by the Agent or, unless the Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and
- (ii) in its capacity as Lender, unless the Agent otherwise agrees, it shall not be entitled to receive any report or other document prepared at the behest of, or on the instructions of or addressed to, the Agent or one or more of the Lenders. For the avoidance of doubt the only information the Lender is entitled to receive are operational notices for that Lender in connection with their Commitment.

#### **36.4 Guarantor A Affiliates' notification to other Lenders of Debt Purchase Transactions**

Any Guarantor A Affiliate which is or becomes a Lender and which enters into a Debt Purchase Transaction as a purchaser or a participant shall, by 5.00 pm on the Business Day following the day on which it entered into the Debt Purchase Transaction, notify the Agent of the extent of the Commitment(s) or amount outstanding to which that Debt Purchase Transaction relates. The Agent shall promptly disclose such information to the Lenders.

#### **36.5 Additional Guarantors**

- (a) Subject to compliance with the provisions of paragraph (c) of clause 21.13 (*"Know your customer" checks*), Guarantor A may request that any of its Subsidiaries becomes an Additional Guarantor (1) for the purposes of clause 25.8(b) or (c) (*Chartering*) where there is a change of Bareboat Charterer of a Ship and the proposed Bareboat Charterer of that Ship is not already a Guarantor or (2) for the purposes of a transfer of shares in an Owner to an Approved Shareholder such that such change does not constitute or result in a Change of Control. That Subsidiary shall become an Additional Guarantor if:
  - (i) it is a direct or indirect (and wholly-owned unless it is to be a Bareboat Charterer under a JV Bareboat Charter for that Ship) Subsidiary of Guarantor A;
  - (ii) it is incorporated, registered or formed in the same jurisdiction as Guarantor A, any EEA Member Country, the United States of America or such other jurisdiction as approved by the Lenders, EIFO and Eksfin;
  - (iii) Guarantor A and that Subsidiary deliver to the Agent a duly completed and executed Accession Deed (at the cost and expense of the Borrower);
  - (iv) the Agent has received all of the documents and other evidence listed in Part 4 (*Conditions precedent for Additional Guarantors*) of Schedule 3 (*Conditions precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Agent and at the cost and expense of the Borrower;
  - (v) the Parties have entered into such other amendments and documents (including any amendment to this Agreement and to any of the other Finance documents, including additional Security Interests where required) as the Finance Parties may require in respect of the above matters (at the cost and expense of the Borrower); and
  - (vi) the entry by the Parties into any of the above documents does not otherwise constitute a Default nor would otherwise cause or result in a Default (and Guarantor A confirms the same in writing to the Agent).



- (b) The Agent shall notify Guarantor A, the Lenders, EIFO and Eksfin promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part 4 (*Conditions precedent for Additional Guarantors*) of Schedule 3 (*Conditions precedent*) and those listed in any of the preceding paragraphs of this clause 36.5 in each case in respect of an Additional Guarantor.
- (c) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (b) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.
- (d) With effect on the date of delivery of the duly executed Accession Deed to the Agent and the Security Agent in respect of an Additional Guarantor (the **Relevant Additional Guarantor**) and provided that on or before such date the Agent has given the notification described in paragraph (b) above in respect of the Relevant Additional Guarantor:
  - (i) the Parties hereby agree and confirm that the Relevant Additional Guarantor will be made an additional party to this Agreement, as joint and several guarantor with the Guarantors as at the date of this Agreement (the **Original Guarantors**) and any other Additional Guarantor previously made a guarantor under this Agreement pursuant to this clause 36.7 (a **Previously Acceded Additional Guarantor**), and this Agreement shall henceforth be construed and treated in all respects as if references therein to “Guarantors” included references to the Relevant Additional Guarantor in addition to the Original Guarantors and any Previously Acceded Additional Guarantor.
  - (ii) the Parties hereby agree and confirm that the Relevant Additional Guarantor will be bound by the terms of this Agreement as if it had all times been named therein as Guarantor;
  - (iii) the Relevant Additional Guarantor agrees that it will duly and punctually perform all the liabilities and obligations whatsoever from time to time to be performed or discharged by the Original Guarantors and any Previously Acceded Additional Guarantor under this Agreement (and for which the Original Guarantors, any Previously Acceded Additional Guarantor and the Relevant Additional Guarantor hereby agree to be jointly and severally liable); and
  - (iv) without prejudice to the generality of paragraphs (ii) and (iii) above, the Relevant Additional Guarantor agrees that it will be a guarantor under the Guarantee in respect of the full amount of the Loan, interest thereon and all other sums which may be or become due to the Finance Parties pursuant to any of the Finance Documents.

### 36.6 Repetition of Representations

Delivery of an Accession Deed in respect of an Additional Guarantor constitutes confirmation by that Additional Guarantor that the representations and warranties referred to in paragraph (c) of clause 20.38 (*Times when representations made*) are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

**37 Roles of Agent, Security Agent, ECA Agent, Mandated Lead Arranger, ECA Coordinator and Green Loan Arranger**

**37.1 Appointment of the Agent and Security Agent**

Each other Finance Party (other than the Security Agent) appoints:

- (a) the Agent to act as its agent under and in connection with the Finance Documents and each ECA Policy and as its agent and as trustee under the Security Documents;
- (b) the Security Agent to act as its agent and as trustee under the Finance Documents to which it is or is intended to be a party; and
- (c) the Security Agent as agent (in Danish: *fuldmægtig and repræsentant*) to receive and hold the Transaction Security under the Security Documents governed by Danish law on behalf of and for the benefit of the Finance Parties and to be entitled to exercise all rights and remedies under and in accordance with such Security Documents in its own name or in the name of any of the Finance Parties and the Security Agent agrees to receive and hold the Transaction Security accordingly. The Security Documents shall be granted by the relevant Obligor to the Security Agent as agent (in Danish: *fuldmægtig and repræsentant*) for the Finance Parties in accordance with Section 18(1), cf. Section 1(2) of the Danish Capital Markets Act (in Danish: *kapitalmarkedsloven*). Each Obligor acknowledges that the Security Agent shall act as agent (in Danish: *fuldmægtig and repræsentant*) for the Finance Parties.

**37.2 Security Agent as trustee**

The Security Agent declares that it holds the Security Property on trust for itself and the other Finance Parties on the terms contained in this Agreement.

**37.3 Authorisation of Agent and Security Agent**

Each of the Finance Parties authorises the Agent and the Security Agent:

- (a) to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent or (as the case may be) the Security Agent under or in connection with the Finance Documents and each ECA Policy together with any other incidental rights, powers, authorities and discretions; and
- (b) to execute each of the Security Documents and all other documents that may be approved by the Majority Lenders for execution by it.

**37.4 Instructions to Agent and the Security Agent**

- (a) The Agent and the Security Agent shall:
  - (i) subject to paragraphs (d) and (e) below, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent or (as the case may be) the Security Agent in accordance with any instructions given to it by:
    - (A) all the Lenders or the Majority Lenders, KEXIM and/or any ECA (as the case may be) if the relevant Finance Document stipulates the matter requires such decision; and
    - (B) in all other cases, the Majority Lenders; and
  - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above (or, if the relevant Finance Document stipulates the matter

is a decision for any other Finance Party or group of Finance Parties, in accordance with instructions given to it by that Finance Party or group of Finance Parties).

- (b) The Agent and the Security Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Finance Party or group of Finance Parties or any ECA, from that Finance Party or group of Finance Parties or ECA) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Agent or (as the case may be) the Security Agent may refrain from acting unless and until it receives those instructions or that clarification.
- (c) Save in the case of decisions stipulated to be a matter for any other Finance Party or group of Finance Parties or any ECA under the relevant Finance Document and, unless a contrary indication appears in a Finance Document, any instructions given to the Agent or (as the case may be) the Security Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
- (d) Paragraph (a) above shall not apply:
  - (i) where a contrary indication appears in a Finance Document;
  - (ii) where a Finance Document requires the Agent or the Security Agent to act in a specified manner or to take a specified action;
  - (iii) in respect of any provision which protects the Agent's or the Security Agent's own position in its personal capacity as opposed to its role of the Agent or the Security Agent for the Finance Parties including, without limitation, clauses 37.9 (*No duty to account*) to clause 37.14 (*Exclusion of liability*), clause 37.20 (*Confidentiality*) to clause 38.6 (*Custodians and nominees*) and clauses 38.9 (*Acceptance of title*) to 38.12 (*Disapplication of Trustee Acts*).
- (e) If giving effect to instructions given by any other Finance Party or group of Finance Parties would (in the Agent's or (as the case may be) the Security Agent's opinion) have an effect equivalent to an amendment or waiver which is subject to clause 51 (*Amendments and waivers*), the Agent or (as the case may be) the Security Agent shall not act in accordance with those instructions unless consent to it so acting is obtained from each Party (other than itself) whose consent would have been required in respect of that amendment or waiver.
- (f) The Agent or the Security Agent may refrain from acting in accordance with any instructions of any other Finance Party or group of Finance Parties or any ECA until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability (together with any applicable VAT) which it may incur in complying with those instructions.
- (g) Without prejudice to the provisions of clause 39 (*Enforcement of Transaction Security*) and the remainder of this clause 37, in the absence of instructions, the Agent and the Security Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

### **37.5 Legal or arbitration proceedings**

Neither the Agent nor the Security Agent is not authorised to act on behalf of another Finance Party (without first obtaining that Finance Party's consent) in any legal or arbitration proceedings relating to any Finance Document or ECA Policy. This clause 37.5 shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Transaction Security.

### **37.6 Duties of the Agent and the Security Agent**

- (a) The Agent's and the Security Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (b) Subject to paragraph (c) below, the Agent or (as the case may be) the Security Agent shall promptly
  - (i) (in the case of the Security Agent) forward to the Agent a copy of any document received by the Security Agent from any Obligor under any Finance Document; and
  - (ii) forward to a Party the original or a copy of any document which is delivered to the Agent or (as the case may be) the Security Agent for that Party by any other Party.
- (c) Without prejudice to clause 35.9 (*Copy of Transfer Certificate to Borrower*), paragraph (b) above shall not apply to any Transfer Certificate.
- (d) Except where a Finance Document specifically provides otherwise, neither the Agent nor the Security Agent is obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) Without prejudice to clause 40.12 (*Notification of prescribed events*), if the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties and the ECAs through the ECA Agent.
- (f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or an Arranger or the Security Agent for their own account) under this Agreement, it shall promptly notify the other Finance Parties and the ECAs through the ECA Agent.
- (g) The Agent and the Security Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

### **37.7 Role of the Mandated Lead Arranger, ECA Coordinator and Green Loan Arranger**

Except as specifically provided in the Finance Documents, each of the Mandated Lead Arranger, the ECA Coordinator and the Green Loan Arranger have no obligations of any kind to any other Party under or in connection with any Finance Document or the transactions contemplated by the Finance Documents.

### **37.8 No fiduciary duties**

Nothing in any Finance Document constitutes the Agent, the Security Agent, the ECA Agent, the Mandated Lead Arranger, the ECA Coordinator or the Green Loan Arranger as a trustee or fiduciary of any other person except to the extent that the Security Agent acts as trustee for the other Finance Parties pursuant to clause 37.1(c) (*Security Agent as trustee*).

### **37.9 No duty to account**

None of the Agent, the Security Agent, the ECA Agent, the Mandated Lead Arranger, the ECA Coordinator, the Green Loan Arranger or any Ancillary Lender shall be bound to account to any other Finance Party for any sum or the profit element of any sum received by it for its own account.

### **37.10 Business with the Group**

The Agent, the Security Agent, the ECA Agent, the Mandated Lead Arranger, the ECA Coordinator, the Green Loan Coordinator and each Ancillary Lender may accept deposits from,

lend money to and generally engage in any kind of banking or other business with any Obligor or other Group Member or their Affiliates.

**37.11 Rights and discretions of the Agent and the Security Agent**

- (a) The Agent and the Security Agent may:
  - (i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;
  - (ii) assume that:
    - (A) any instructions received by it from the Majority Lenders, any Lenders or other Finance Parties or any group of Lenders or other Finance Parties are duly given in accordance with the terms of the Finance Documents;
    - (B) unless it has received notice of revocation, that those instructions have not been revoked; and
    - (C) in the case of the Security Agent, if it receives any instructions to act in relation to the Transaction Security, that all applicable conditions under the Finance Documents for so acting have been satisfied; and
  - (iii) rely on a certificate from any person:
    - (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
    - (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,  
  
as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.
- (b) The Agent and the Security Agent may assume (unless it has received notice to the contrary in its capacity as agent or (as the case may be) security trustee for the other Finance Parties) that:
  - (i) no Default has occurred (unless (in the case of the Agent) it has actual knowledge of a Default arising under clause 33.1 (*Non-payment*));
  - (ii) any right, power, authority or discretion vested in any Party or any group of Finance Parties has not been exercised; and
  - (iii) any notice or request made by the Borrower (other than (in the case of the Agent) a Utilisation Request or Selection Notice) is made on behalf of and with the consent and knowledge of all the Obligors.
- (c) Each of the Agent and the Security Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts.
- (d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below each of the Agent and the Security Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to it (and so separate from any lawyers instructed by the Lenders or any other Finance Party) if it, in its reasonable opinion, deems this to be desirable.
- (e) Each of the Agent and the Security Agent may rely on the advice or services of any lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or

other professional advisers or experts (whether obtained by it or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

- (f) The Agent, the Security Agent, any Receiver and any Delegate may act in relation to the Finance Documents, the Transaction Security and the Security Property through its officers, employees and agents and shall not:
- (i) be liable for any error of judgment made by any such person; or
  - (ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person,
- unless such error or such loss was directly caused by the Agent's, the Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct.
- (g) Unless any Finance Document expressly specifies otherwise, the Agent or the Security Agent may disclose to any other Party any information it reasonably believes it has received as agent or security trustee under this Agreement.
- (h) Notwithstanding any other provision of any Finance Document to the contrary, none of the Agent, the Security Agent nor the Mandated Lead Arranger is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (i) Notwithstanding any provision of any Finance Document to the contrary, neither the Agent nor the Security Agent is obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.
- (j) Neither the Agent nor the Mandated Lead Arranger shall be obliged to request any certificate, opinion or other information under clause 21 (*Information undertakings*) unless so required in writing by a Lender or any Hedging Provider, in which case the Agent shall promptly make the appropriate request of the Borrower if such request would be in accordance with the terms of this Agreement.

#### **37.12 Responsibility for documentation and other matters**

- (a) None of the Agent, the Security Agent, the Mandated Lead Arranger, any Ancillary Lender, any Receiver or any Delegate is responsible or liable for:
- (i) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, the Security Agent, the Mandated Lead Arranger, an Ancillary Lender, an Obligor or any other person in or in connection with any Finance Document, any ECA Policy or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document and any ECA Policy;
  - (ii) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document, any ECA Policy, the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document, any ECA Policy, the Transaction Security or the Security Property;
  - (iii) the application of any Basel Regulation to the transactions contemplated by the Finance Documents or the ECA Policies;

- (iv) (in the case of the Security Agent) any loss to the Security Property arising in consequence of the failure, depreciation or loss of any Charged Property or any investments made or retained in good faith or by reason of any other matter or thing;
  - (v) the failure of any Obligor or any ECA or any other party to perform its obligations under any Transaction Document or any ECA Policy or the financial condition of any such person;
  - (vi) (save as otherwise provided in this clause 37) taking or omitting to take any other action under or in relation to the Security Documents;
  - (vii) failing to register any of the Security Documents or any ECA Policy in accordance with the provisions of the documents of title of any Obligor to any of the Charged Property;
  - (viii) any other beneficiary of a Security Document failing to perform or discharge any of its duties or obligations under any Finance Document; or
  - (ix) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by any applicable law or regulation relating to insider dealing or otherwise.
- (b) The Agent is not responsible or liable for the adequacy, accuracy or completeness of any Green Loan Information (whether oral or written) supplied by the Borrower, any Group Member, the External Reviewer or any other person in or in connection with any Green Loan Report and/or any Green Loan Provisions contemplated in this Agreement or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Facility.

### **37.13 No duty to monitor**

Neither the Agent nor the Security Agent shall be bound to enquire:

- (a) whether or not any Default has occurred;
- (b) as to the performance, default or any breach by any Party or any Obligor of its obligations under any Finance Document;
- (c) whether any other event specified in any Finance Document has occurred;
- (d) whether or not any Declassification Event, Green Loan or a Green Loan Compliance Certificate Inaccuracy has occurred; or
- (e) as to the performance, default or any breach by any Obligor of its obligations under any Green Loan Provision.

### **37.14 Exclusion of liability**

- (a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent, the Security Agent, any Ancillary Lender, any Receiver or Delegate), none of the Agent, the Security Agent, any Ancillary Lender, any Receiver nor any Delegate will be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:
  - (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Security Property or any ECA Policy, unless directly caused by its gross negligence or wilful misconduct;

- (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Security Property, any ECA Policy or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document, any ECA Policy or the Security Property;
- (iii) any shortfall which arises on the enforcement or realisation of the Security Property; or
- (iv) without prejudice to the generality of paragraphs (i) to (iii) above, any damages, costs, losses, any diminution in value or any liability whatsoever arising as a result of:
  - (A) any act, event or circumstance not reasonably within its control; or
  - (B) the general risks of investment in, or the holding of assets in, any jurisdiction,  
  
including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event), breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.
- (b) No Party (other than the Agent, the Security Agent, an Ancillary Lender, that Receiver or that Delegate (as applicable)) may take any proceedings against any officer, employee or agent of the Agent, the Security Agent, any Ancillary Lender, a Receiver or a Delegate in respect of any claim it might have against the Agent, the Security Agent, an Ancillary Lender, a Receiver or a Delegate or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Transaction Document, any ECA Policy or any Security Property and any officer, employee or agent of the Agent, the Security Agent, any Ancillary Lender, a Receiver or a Delegate may rely on this clause subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
- (c) Neither of the Agent or the Security Agent will be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by it if it has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by it for that purpose.
- (d) Nothing in any Finance Document shall oblige the Agent the Security Agent, or the Mandated Lead Arranger to carry out
  - (i) any “know your customer” or other checks in relation to any person; or
  - (ii) any check on the extent to which any transaction contemplated by any of the Finance Documents might be unlawful for any Finance Party or for any Affiliate of any Finance Party,

on behalf of any other Finance Party and each other Finance Party confirms to the Agent, the Security Agent and the Mandated Lead Arranger that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent, the Security Agent or the Mandated Lead Arranger.

- (e) Without prejudice to any provision of any Finance Document excluding or limiting the liability of the Agent, the Security Agent, any Receiver or any Delegate, any liability of the Agent, the Security Agent, any Receiver or any Delegate arising under or in connection with any



Finance Document or the Security Property shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Agent, the Security Agent, Receiver or Delegate (as the case may be) or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent, the Security Agent, Receiver or Delegate (as the case may be) at any time which increase the amount of that loss. In no event shall the Agent, the Security Agent, any Receiver or any Delegate be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent, the Security Agent, Receiver or Delegate (as the case may be) has been advised of the possibility of such loss or damages.

- (f) The Agent is not acting in an advisory capacity to any person in respect of the GLP nor will the Agent be obliged to verify whether any Facility will comply with the GLP on behalf of any of the Finance Parties or any ECA and each Finance Party and each ECA is solely responsible at all times for making its own independent appraisal of, and analysis in relation to, each Green Asset Criteria, the Green Loan Information and any other Green Loan Provision of this Agreement.

### **37.15 Lenders' indemnity to the Agent and others**

- (a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their being reduced to zero) indemnify the Agent, the Security Agent, every Receiver and every Delegate, within three Business Days of demand, against any Losses (including, without limitation, for negligence or any other category of liability whatsoever) incurred by any of them (otherwise than by reason of the relevant Agent's, Security Agent's Receiver's or Delegate's gross negligence or wilful misconduct) (or, in the circumstances contemplated pursuant to clause 45.10 (*Disruption to payment systems etc.*), notwithstanding the Agent's negligence, gross negligence, or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent, Security Agent, Receiver or Delegate under, or exercising any authority conferred under, the Finance Documents and, to the extent applicable, the ECA Policies (unless the relevant Agent, Security Agent, Receiver or Delegate has been reimbursed by an Obligor pursuant to a Finance Document).
- (b) Subject to paragraph (c) below, the Borrower shall immediately on demand reimburse any Lender for any payment that Lender makes to the Agent or the Security Agent or any Receiver or Delegate pursuant to paragraph (a) above.
- (c) Paragraph (b) above shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent or the Security Agent to an Obligor.

### **37.16 Resignation of the Agent or the Security Agent**

- (a) The Agent or the Security Agent may resign and appoint one of its Affiliates as successor by giving notice to the other Finance Parties, the ECA Agent and the Borrower.
- (b) Alternatively, the Agent or the Security Agent may resign by giving 30 days' notice to the other Finance Parties and the Borrower, in which case the Majority Lenders may appoint a successor Agent.
- (c) If the Majority Lenders have not appointed a successor Agent or Security Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent or Security Agent (after consultation with (in the case of the Agent) the Borrower) or (in the case of the Security Agent) the Agent may appoint a successor Agent or Security Agent.
- (d) If the Agent or the Security Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent or trustee and the Agent

or the Security Agent is entitled to appoint a successor Agent or (as the case may be) the Security Agent under paragraph (c) above, the Agent or (as the case may be) the Security Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent or (as the case may be) the Security Agent to become a party to this Agreement as Agent or (as the case may be) the Security Agent) agree with the proposed successor Agent or (as the case may be) the Security Agent amendments to this clause 37 and any other term of this Agreement dealing with the rights or obligations of the Agent or (as the case may be) the Security Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the fee payable to it in its capacity as Agent or (as the case may be) the Security Agent under this Agreement which are consistent with the successor Agent's or (as the case may be) the Security Agent's normal fee rates and those amendments will bind the Parties.

- (e) The retiring Agent or the retiring Security Agent, shall make available to the successor Agent or Security Agent such documents and records and provide such assistance as the successor Agent or Security Agent may reasonably request for the purposes of performing its functions as Agent or (as the case may be) the Security Agent under the Finance Documents. The Borrower shall, within three Business Days of demand, reimburse the retiring Agent or (as the case may be) the Security Agent for the amount of all costs and expenses (including legal fees) (together with any applicable VAT) properly incurred by it in making available such documents and records and providing such assistance.
- (f) The Agent's or Security Agent's resignation notice shall only take effect upon:
  - (i) the appointment of a successor; and
  - (ii) (in the case of the Security Agent) the transfer or assignment of all the Transaction Security and the other Security Property to that successor and any appropriate filings or registrations, any notices of transfer or assignment and the payment of any fees or duties related to such transfer or assignment which the Security Agent considers necessary or advisable have been duly completed.
- (g) Upon the appointment of a successor, the retiring Agent or Security Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) of clause 38.10 (*Winding up of trust*) and paragraph (e) above) but shall remain entitled to the benefit of clauses 16.4 (*Indemnity to the Agent, the Security Agent, the ECA Agent and the ECAs*) and 16.5 (*Indemnity concerning security*) and this clause 37 (and any agency or other fees for the account of the retiring Agent or the Security Agent in its capacity as such shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if that successor had been an original Party.
- (h) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:
  - (i) the Agent fails to respond to a request under clause 14.9 (*FATCA Information*) and the Borrower or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
  - (ii) the information supplied by the Agent pursuant to clause 14.9 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
  - (iii) the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,

and (in each case) the Borrower or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Borrower or that Lender, by notice to the Agent, requires it to resign.

### **37.17 Replacement of the Agent**

- (a) After consultation with the Borrower, the Majority Lenders may, by giving 30 days' notice to the Agent replace the Agent by appointing a successor Agent.
- (b) The retiring Agent shall (at the expense of the Lenders) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- (c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) above) but shall remain entitled to the benefit of clauses 16.4 (*Indemnity to the Agent, the Security Agent, the ECA Agent and the ECAs*) and this clause 37 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).
- (d) Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (e) Paragraph (f) of clause 37.16 (*Resignation of the Agent or the Security Agent*) shall apply to any replacement of the Agent under this clause 37.17.

### **37.18 Replacement of the Security Agent**

- (a) The Majority Lenders may, by notice to the Security Agent, require the Security Agent to resign in accordance with paragraph (b) of clause 37.16 (*Resignation of the Agent or the Security Agent*). In this event, the Security Agent shall resign in accordance with that paragraph but the cost referred to in paragraph (a) of clause 37.16 (*Resignation of the Agent or the Security Agent*) shall be for the account of the Borrower.
- (b) Any person appointed and replacing the Security Agent (or a successor Security Agent) shall automatically act as agent and representative (Da: *fuldmægtig og repræsentant*) in accordance with section 18(1), cf. section 1(2), of the Danish Capital Markets Act and be entitled to exercise all rights and remedies under and in accordance with this Agreement in its own name or in the name of any of the Finance Parties.

### **37.19 Information from the Finance Parties**

Each Finance Party shall supply the Agent or the Security Agent with any information that the Agent or (as the case may be) the Security Agent may reasonably specify as being necessary or desirable to enable the Agent or (as the case may be) the Security Agent to perform its functions as Agent or (as the case may be) the Security Agent.

### **37.20 Confidentiality**

- (a) In acting as agent or trustee for the Finance Parties, the Agent or (as the case may be) the Security Agent shall be regarded as acting through its agency, trustee or other division or department directly responsible for the management of the Finance Documents which shall be treated as a separate entity from any other of its divisions or departments.
- (b) If information is received by another division or department of the Agent or (as the case may be) the Security Agent, it may be treated as confidential to that division or department and

the Agent or (as the case may be) the Security Agent shall not be deemed to have notice of it.

- (c) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor the Mandated Lead Arranger is obliged to disclose to any other person (i) any confidential information or (ii) any other information if the disclosure would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty.

### **37.21 Agent's relationship with the Lenders and Hedging Providers**

- (a) The Agent may treat the person shown in its records as Lender or as a Hedging Provider at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender or (as the case may be) as a Hedging Provider acting through its Facility Office:

- (i) entitled to or liable for any payment due under any Finance Document on that day; and
- (ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days prior notice from that Lender or (as the case may be) as a Hedging Provider to the contrary in accordance with the terms of this Agreement.

- (b) Any Lender or Hedging Provider may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender or (as the case may be) Hedging Provider under the Finance Documents. Such notice shall contain the address and (where communication by electronic mail or other electronic means is permitted under clause 47.5 (*Electronic communication*)) electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, electronic mail address, department and officer (or such other information) by that Lender or (as the case may be) Hedging Provider for the purposes of clause 47.2 (*Addresses*) and clause 47.5 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender or (as the case may be) Hedging Provider.

### **37.22 Information from the Finance Parties**

Each Finance Party shall supply the Agent with any information that the Agent may reasonably specify as being necessary or desirable to enable the Agent to perform its functions as Agent.

### **37.23 Credit appraisal by the Finance Parties and Ancillary Lenders**

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each other Finance Party and Ancillary Lender confirms to the Agent, the Security Agent, the Mandated Lead Arranger and each Ancillary Lender that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

- (a) the financial condition, status and nature of each Obligor and other Group Members and the ECAs;

- (b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document, any ECA Policy, the Transaction Security, the Security Property and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document, the Transaction Security or the Security Property or any ECA Policy;
- (c) the application of any Basel Regulation to the transactions contemplated by the Finance Documents or any ECA Policy;
- (d) whether that Finance Party or Ancillary Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document or any ECA Policy, the Transaction Security, the Security Property, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document, the Transaction Security or the Security Property;
- (e) the adequacy, accuracy or completeness of any information provided by the Agent, the Security Agent, the Arrangers or any other Party or by any other person under or in connection with, the transactions contemplated by any Transaction Document, any ECA Policy or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document or any ECA Policy; and
- (f) the right or title of any person in or to, or the value or sufficiency of, any part of the Charged Property, the priority of any of the Transaction Security or the existence of any Security Interest affecting the Charged Property.

**37.24 Deduction from amounts payable by the Agent**

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

**37.25 Reliance and engagement letters**

Each of the Agent, the Security Agent and the Mandated Lead Arranger may enter into any reliance letter or engagement letter relating to any valuations, reports, opinions or letters or advice or assistance provided by lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts in connection with the Transaction Documents or the transactions contemplated in the Finance Documents on such terms as it may consider appropriate (including, without limitation, restrictions on the lawyer's, accountant's, tax adviser's, insurance consultant's, vessel manager's, valuer's, surveyor's or other professional adviser's or expert's liability and the extent to which their valuations, reports, opinions or letters may be relied on or disclosed).

**37.26 Amounts paid in error**

- (a) If the Agent or the Security Agent pays an amount to another Party and the Agent or (as the case may be) the Security Agent notifies that Party that such payment was an Erroneous Payment then the Party to whom that amount was paid by the Agent shall on demand refund the same to the Agent or (as the case may be) the Security Agent together with (except in respect of any amount paid to Eksfin) interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent or (as the case may be) the Security Agent to reflect its cost of funds.
- (b) Neither:
  - (i) the obligations of any Party to the Agent or the Security Agent; nor

- (ii) the remedies of the Agent or the Security Agent,

(whether arising under this clause 37.26 or otherwise) which relate to an Erroneous Payment will be affected by any act, omission, matter or thing (including, without limitation, any obligation pursuant to which an Erroneous Payment is made) which, but for this paragraph (b), would reduce, release, preclude or prejudice any such obligation or remedy (whether or not known by the Agent or (as the case may be) the Security Agent or any other Party).

- (c) All payments to be made by a Party to the Agent or Security Agent (whether made pursuant to this clause 37.26 or otherwise) which relate to an Erroneous Payment shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.
- (d) In this Agreement, “**Erroneous Payment**” means a payment of an amount by the Agent or the Security Agent to another Party which at the time of receipt of such payment by such other Party was not contractually due to it pursuant to the terms of this Agreement.

### 38 Trust and security matters

#### 38.1 Undertaking to pay

- (a) Each Obligor who is a Party undertakes with the Security Agent as trustee for the Finance Parties that it will, on demand by the Security Agent, pay to the Agent as trustee for the Finance Parties all money from time to time owing to the other Finance Parties (in addition to paying any money owing under the Finance Documents to the Security Agent for its own account), and discharge all other obligations from time to time incurred, by it under or in connection with the Finance Documents.
- (b) Each payment which such an Obligor makes to another Finance Party in accordance with any Finance Document shall, to the extent of the amount of that payment, satisfy that Obligor’s corresponding obligation under paragraph (a) above to make that payment to the Security Agent.

#### 38.2 Parallel debt

- (a) Additional definitions:

In this clause:

**Corresponding Debt** means any amount, other than any Parallel Debt, which an Obligor owes from time to time to a Finance Party under or in connection with the Finance Documents.

**Parallel Debt** means any amount which an Obligor owes to the Security Agent under clause 38.2(b) below or under that clause as incorporated by reference or in full in any other Finance Document.

- (b) Each Obligor irrevocably and unconditionally undertakes to pay to the Security Agent its Parallel Debt which shall be amounts equal to, and in the currency or currencies of, its Corresponding Debt.
- (c) The Parallel Debt of an Obligor:
  - (i) shall become due and payable at the same time as its Corresponding Debt; and
  - (ii) is independent and separate from, and without prejudice to, its Corresponding Debt.
- (d) For the purposes of this clause 38.2, the Security Agent:

- (i) is the independent and separate creditor of each Parallel Debt;
  - (ii) acts in its own name and not as agent, representative or trustee of the Finance Parties and its claims in respect of each Parallel Debt shall not be held on trust; and
  - (iii) shall have the independent and separate right to demand payment of each Parallel Debt in its own name (including, without limitation, through any suit, execution, enforcement of security, recovery of guarantees and applications for and voting in any kind of insolvency proceeding).
- (e) Other than as set out in clause 38.2(f) below, the undertaking to pay Parallel Debt shall not limit or affect the existence of the Corresponding Debt, for which the Finance Parties shall have an independent right to demand performance.
- (f) The rights of the Finance Parties to receive payment of the Corresponding Debt are several from the rights of the Security Agent to receive payment of the Parallel Debt, provided that the Parallel Debt of an Obligor shall be:
- (i) decreased to the extent that its Corresponding Debt has been irrevocably and unconditionally paid or discharged; and
  - (ii) increased to the extent that its Corresponding Debt has increased, and the Corresponding Debt of an Obligor shall be:
    - (A) decreased to the extent that its Parallel Debt has been irrevocably and unconditionally paid or discharged; and
    - (B) increased to the extent that its Parallel Debt has increased,
 in each case provided that the Parallel Debt of an Obligor shall never exceed its Corresponding Debt.
- (g) All amounts received or recovered by the Security Agent in connection with this clause 38.2 to the extent permitted by applicable law, shall be applied in accordance with clause 40.1 (*Order of application*).
- (h) This clause 38.2 shall apply, with any necessary modifications, to each Finance Document.

**38.3 No responsibility to perfect Transaction Security**

The Security Agent shall not be liable for any failure to:

- (a) ascertain whether all deeds and documents which should have been deposited with it under or pursuant to any of the Security Documents have been so deposited;
- (b) require the deposit with it of any deed or document certifying, representing or constituting the title of any Obligor to any of the Charged Property;
- (c) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any Finance Document or the Transaction Security;
- (d) register, file or record or otherwise protect any of the Transaction Security (or the priority of any of the Transaction Security) under any law or regulation or to give notice to any person of the execution of any Finance Document or of the Transaction Security;
- (e) take, or to require any Obligor to take, any step to perfect its title to any of the Charged Property or to render the Transaction Security effective or to secure the creation of any ancillary Security Interest under any law or regulation; or

- (f) require any further assurance in relation to any Security Document.

#### **38.4 Insurance by Security Agent**

- (a) The Security Agent shall not be obliged:
  - (i) to insure any of the Charged Property;
  - (ii) to require any other person to maintain any insurance; or
  - (iii) to verify any obligation to arrange or maintain insurance contained in any Finance Document,

and the Security Agent shall not be liable for any damages, costs or losses to any person as a result of the lack of, or inadequacy of, any such insurance.

- (b) Where the Security Agent is named on any insurance policy as an insured party, it shall not be liable for any damages, costs or losses to any person as a result of its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other information of any kind, unless the Agent requests it to do so in writing and the Security Agent fails to do so within fourteen days after receipt of that request.

#### **38.5 Common parties**

Although the Agent and the Security Agent may from time to time be the same entity, that entity will have entered into the Finance Documents (to which it is party) in its separate capacities as agent for the other Finance Parties and (as appropriate) security agent and trustee for all of the other Finance Parties. Where any Finance Document provides for an Agent or Security Agent to communicate with or provide instructions to the other, while they are the same entity, such communication or instructions will not be necessary.

#### **38.6 Custodians and nominees**

The Security Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to any asset of the trust as the Security Agent may determine, including for the purpose of depositing with a custodian this Agreement or any document relating to the trust created under this Agreement and the Security Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it under this Agreement or be bound to supervise the proceedings or acts of any person.

#### **38.7 Delegation by the Security Agent**

- (a) Each of the Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.
- (b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Finance Parties.
- (c) No Security Agent, Receiver or Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

#### **38.8 Additional trustees**

- (a) The Security Agent may at any time appoint (and subsequently remove) any person to act as a separate trustee or as a co-trustee jointly with it:



- (i) if it considers that appointment to be in the interests of the Finance Parties;
- (ii) for the purposes of conforming to any legal requirement, restriction or condition which the Security Agent deems to be relevant; or
- (iii) for obtaining or enforcing any judgment in any jurisdiction,

and the Security Agent shall give prior notice to the Borrower and the Finance Parties of that appointment.

- (b) Any person so appointed shall have the rights, powers, authorities and discretions (not exceeding those given to the Security Agent under or in connection with the Finance Documents) and the duties, obligations and responsibilities that are given or imposed by the instrument of appointment.
- (c) The remuneration that the Security Agent may pay to that person, and any costs and expenses (together with any applicable VAT) incurred by that person in performing its functions pursuant to that appointment shall, for the purposes of this Agreement, be treated as costs and expenses incurred by the Security Agent.
- (d) At the request of the Security Agent, the other Parties shall forthwith execute all such documents and do all such things as may be required to perfect such appointment or removal and each such Party irrevocably authorises the Security Agent in its name and on its behalf to do the same.
- (e) Such a person shall accede to this Agreement as a Security Agent to the extent necessary to carry out their role on terms satisfactory to the Security Agent.
- (f) The Security Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such person if the Agent shall have exercised reasonable care in the selection of such person.

### **38.9 Acceptance of title**

The Security Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that any Obligor may have to any of the Charged Property and shall not be liable for, or bound to require any Obligor to remedy, any defect in its right or title.

### **38.10 Winding up of trust**

If the Security Agent, with the approval of the Agent, determines that:

- (a) all of the Secured Obligations and all other obligations secured by the Security Documents have been fully and finally discharged; and
- (b) no Finance Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents,

then:

- (i) the trusts set out in this Agreement shall be wound up and the Security Agent shall release, without recourse or warranty, all of the Transaction Security and the rights of the Agent under each of the Security Documents; and
- (ii) any Security Agent which has resigned pursuant to clause 37.16 (*Resignation of the Agent or the Security Agent*) shall release, without recourse or warranty, all of its rights under each Security Document.

### 38.11 Powers supplemental to Trustee Acts

The rights, powers, authorities and discretions given to the Security Agent under or in connection with the Finance Documents shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Agent by law or regulation or otherwise.

### 38.12 Disapplication of Trustee Acts

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Agreement. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Agreement, the provisions of this Agreement shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Agreement shall constitute a restriction or exclusion for the purposes of that Act.

### 38.13 Role of the ECA Agent

- (a) Each of the ECA Guaranteed Lenders, the Agent and the Security Agent appoints the ECA Agent to act as its Agent for the purposes of dealing with each ECA in respect of the ECA Policy relevant to it and the ECA Agent accepts the appointment on and subject to the terms of this clause 38.13.
- (b) The ECA Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (c) The ECA Agent shall promptly forward to the Agent the original or a copy of any document which is delivered to the ECA Agent for another Party and shall promptly forward to the relevant ECA (in accordance with the provisions of the ECA Policy relevant to it) the original or a copy of any document which is delivered to the ECA Agent by any other Party.
- (d) Except where a Finance Document specifically provides otherwise, the ECA Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) Clauses 37.11(f), 37.11(g) and 37.11(i) (*Rights and discretions of the Agent and the Security Agent*), 37.12 (*Responsibility for documentation and other matters*), clause 37.13 (*No duty to monitor*), 37.14 (*Exclusion of liability*), 37.16 (*Resignation of the Agent or the Security Agent*), 37.20 (*Confidentiality*), 37.21 (*Agent's relationship with the Lenders and Hedging Providers*), 37.23 (*Credit appraisal by the Finance Parties and Ancillary Lenders*) and 37.24 (*Deduction from amounts payable by the Agent*) shall each extend so as to apply to the ECA Agent in its capacity as such and for that purpose each reference to the "Agent" in these clauses shall extend to include in addition a reference to the "ECA Agent" in its capacity as such, provided, that any change, substitution or resignation of the ECA Agent shall be subject to any consent requirement pursuant to the ECA Policies.
- (f) All communication between the Finance Parties and the ECAs shall be carried out exclusively through the ECA Agent.
- (g) Each ECA Guaranteed Lender shall deal with the ECA Agent exclusively through the Agent and shall not deal directly with the ECA Agent.

### 38.14 ECA Policies

Each ECA Guaranteed Lender represents and warrants to the ECA Agent that, to the best of its knowledge, with effect from the date it receives each ECA Policy, (i) it has reviewed such ECA Policy relevant to it and is aware of the provisions thereof, (ii) any representations and warranties made by the ECA Agent on behalf of each ECA Guaranteed Lender under such ECA Policy are true and correct with respect to such Lender in all respects, and (iii) no information provided by such Lender in writing to the ECA Agent or to the relevant ECA prior to the date hereof was

incomplete, untrue or incorrect in any respect except to the extent that such Lender, in the exercise of reasonable care and due diligence prior to the giving of the information, could not have discovered the error or omission. Each ECA Guaranteed Lender, to the best of its knowledge, represents and warrants to the ECA Agent that it has not taken (or failed to take), and agrees with the ECA Agent that it shall not take (or fail to take), any action that would result in the ECA Agent being in breach of any of its obligations in its capacity as ECA Agent under any relevant ECA Policy or the Finance Documents, or result in any of the ECA Guaranteed Lenders being in breach of any of their respective obligations as insured parties, under a relevant ECA Policy, or which would otherwise prejudice the ECA Agent's ability to make a claim on behalf of the relevant ECA Guaranteed Lenders under an ECA Policy.

### **38.15 ECA Agent actions**

- (a) Without prejudice to paragraph (b) below, the ECA Agent agrees to take such actions under any ECA Policy (including with respect to any amendment, modification or supplement to an ECA Policy) as may be directed on the unanimous instructions of the relevant ECA Guaranteed Lenders from time to time; provided that, anything herein or in an ECA Policy to the contrary notwithstanding, the ECA Agent shall not be obliged to take any such action or to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder or thereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it or if such action would be contrary to applicable law.
- (b) The ECA Agent shall, if instructed to do so by any relevant ECA Guaranteed Lender (and in its capacity as ECA Agent under the an ECA Policy), submit a claim and/or a demand for payment under an ECA Policy as soon as reasonably practicable following the receipt of instructions to do so by any relevant ECA Guaranteed Lender. Such claim and/or demand for payment shall be submitted on behalf of all the relevant ECA Guaranteed Lenders but, for the avoidance of doubt, each relevant ECA Guaranteed Lender may independently instruct the ECA Agent to make such claim and/or demand for payment and the ECA Agent shall not require the consent of any other relevant ECA Guaranteed Lender to make such claim and/or demand for payment.
- (c) Following any instructions received by the ECA Agent from a relevant ECA Guaranteed Lender pursuant to paragraph (b) above, the ECA Agent shall, as soon as reasonably practicable thereafter, notify the Agent (and the Agent shall notify the relevant ECA Guaranteed Lenders) of the receipt of such instructions.

### **38.16 Examination of documents by the Agent and the ECA Agent**

Without prejudice to the obligations of the ECA Agent under the ECA Policies, the Borrower and each relevant ECA Guaranteed Lender hereby unconditionally and irrevocably agree that the Agent's and the ECA Agent's responsibility for the examination of any Finance Document, the ECA Policies or any other document received with respect thereto shall be limited to ascertaining that such document appears on its face (or, if any such document is not only in English, the English translation or version of which appears on its face) to be in accordance with its description.

For the purposes of this clause 38.16, **appearing on its face** has the meaning given to that term in the latest version of the Uniform Customs Practice for Documentary Credits of the International Chamber of Commerce.

## **39 Enforcement of Transaction Security**

### **39.1 Enforcement Instructions**

- (a) The Security Agent may refrain from enforcing the Transaction Security unless instructed otherwise by the Majority Lenders.

- (b) Subject to the Transaction Security having become enforceable in accordance with its terms, the Majority Lenders may give or refrain from giving instructions to the Security Agent to enforce or refrain from enforcing the Transaction Security as they see fit.
- (c) The Agent is entitled to rely on and comply with instructions given in accordance with this clause 39.1.

### **39.2 Manner of enforcement**

If the Transaction Security is being enforced pursuant to clause 39.1 (*Enforcement Instructions*), the Security Agent shall enforce the Transaction Security in such manner as the Majority Lenders shall instruct or, in the absence of any such instructions, as the Security Agent considers in its discretion to be appropriate.

### **39.3 Waiver of rights**

To the extent permitted under applicable law and subject to clause 39.1 (*Enforcement Instructions*), clause 39.2 (*Manner of enforcement*) and clause 40 (*Application of Proceeds*), each of the Finance Parties and the Obligors waives all rights it may otherwise have to require that the Transaction Security be enforced in any particular order or manner or at any particular time or that any amount received or recovered from any person, or by virtue of the enforcement of any of the Transaction Security or of any other security interest, which is capable of being applied in or towards discharge of any of the Secured Obligations is so applied.

### **39.4 Enforcement through Security Agent only**

- (a) The other Finance Parties shall not have any independent power to enforce, or have recourse to, any of the Transaction Security or to exercise any right, power, authority or discretion arising or to grant any consents or releases under the Security Documents except through the Security Agent (or, if applicable, on the instructions of an ECA) or as required and permitted by this clause 39.4.
- (b) Where a Finance Party (other than the Security Agent) is a party to a Security Document that Finance Party shall:
  - (i) promptly take such action as the Security Agent may reasonably require (acting on the instructions of the Agent) to enforce, or have recourse to, any of the Transaction Security constituted by such Security Document or, for such purposes, to exercise any right, power, authority or discretion arising or to grant any consents or releases under such Security Document or (subject to clause 51.6 (*Releases*)) to release, reassign and/or discharge any such Transaction Security or any guarantee or other obligations under any such Security Document; and
  - (ii) not take any such action except as so required or (in the case of a release) for a release which is expressly permitted or required by the Finance Documents.
- (c) Each Finance Party (other than the Security Agent) which is party to a Security Document shall, promptly upon being requested by the Security Agent to do so, grant a power of attorney or other sufficient authority to the Security Agent or its legal advisers to enable the Security Agent or such legal advisers to enforce or have recourse in the name of such Finance Party to the relevant Transaction Security constituted by such Security Document or to exercise any such right, power, authority or discretion or to grant any such consent or release under such Security Document or to release, reassign and/or discharge any such Transaction Security on behalf of such Finance Party.

## 40 Application of proceeds

### 40.1 Order of application

All amounts from time to time received or recovered by the Security Agent pursuant to the terms of any Finance Document or in connection with the realisation or enforcement of all or any part of the Transaction Security (other than any amounts received under an ECA Policy, which are for the account of the Lenders as specified therein) (for the purposes of this clause 40, the **Recoveries**) shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause 40), in the following order of priority:

- (a) in discharging any sums owing to the Agent, the Security Agent, the ECA Agent (other than pursuant to clause 38.1 (*Undertaking to pay*) or clause 38.2 (*Parallel debt*)), any Receiver or any Delegate;
- (b) in discharging all costs and expenses incurred by any Finance Party (except any Ancillary Lender) in connection with any realisation or enforcement of the Transaction Security taken in accordance with the terms of this Agreement;
- (c) in payment or distribution to the Agent on its own behalf and on behalf of the other Finance Parties and the ECAs for application in accordance with clause 45.5 (*Partial payments*);
- (d) in discharging all costs and expenses incurred by any Ancillary Lender pro rata in connection with any realisation or enforcement of the Transaction Security taken in accordance with the terms of this Agreement;
- (e) if none of the Obligors is under any further actual or contingent liability under any Finance Document, in payment or distribution to any person to whom the Security Agent is obliged to pay or distribute in priority to any Obligor; and
- (f) the balance, if any, in payment or distribution to the relevant Obligor.

The above order is subject to any provisions to the contrary in a Coordination Agreement and the foregoing shall be without prejudice to any payment waterfall provisions set forth in an ECA Policy in respect of the proceeds of such ECA Policy, which shall govern the payment by the relevant ECA of the proceeds of that ECA Policy and the sharing of such proceeds by the relevant ECA Guaranteed Lenders.

### 40.2 Security proceeds realised by other Finance Parties

Where a Finance Party (other than the Security Agent) is a party to a Security Document and that Finance Party receives or recovers any amounts pursuant to the terms of that Security Document or in connection with the realisation or enforcement of all or any part of the Transaction Security which is the subject of that Security Document then, subject to the terms of that Security Document and to the extent permitted by applicable law, such Finance Party shall account to the Security Agent for those amounts and the Security Agent shall apply them in accordance with clause 40.1 (*Order of application*) as if they were Recoveries for the purposes of such clause or (if so directed by the Security Agent) shall apply those amounts in accordance with clause 40.1 (*Order of application*).

### 40.3 Investment of cash proceeds

Prior to the application of any Recoveries in accordance with clause 40.1 (*Order of Application*) the Security Agent may, in its discretion, hold:

- (a) all or part of any Recoveries which are in the form of cash; and
- (b) any cash which is generated by holding, managing, exploiting, collecting, realising or disposing of any proceeds of the Security Property which are not in the form of cash

in one or more interest bearing suspense or impersonal accounts in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Security Agent's discretion in accordance with the provisions of this clause 40.

#### **40.4 Currency conversion**

- (a) For the purpose of, or pending the discharge of, any of the Secured Obligations the Security Agent may:
  - (i) convert any moneys received or recovered by the Security Agent from one currency to another; and
  - (ii) notionally convert the valuation provided in any opinion or valuation from one currency to another,in each case at the Security Agent's spot rate of exchange for the purchase of that other currency with the currency in which the relevant moneys are received or recovered or the valuation is provided in the London foreign exchange market at or about 11:00 am (London time) on a particular day.
- (b) The obligations of any Obligor to pay in the due currency shall only be satisfied:
  - (i) in the case of paragraph (a)(i) above, to the extent of the amount of the due currency purchased after deducting the costs of conversion; and
  - (ii) in the case of paragraph (a)(ii) above, to the extent of the amount of the due currency which results from the notional conversion referred to in that paragraph.

#### **40.5 Permitted Deductions**

The Agent shall be entitled, in its discretion, (a) to set aside by way of reserve amounts required to meet and (b) to make and pay, any deductions and withholdings (on account of Taxes or otherwise) which it is or may be required by any law or regulation to make from any distribution or payment made by it under this Agreement, and to pay all Taxes which may be assessed against it in respect of any of the Charged Property, or as a consequence of performing its duties or exercising its rights, powers, authorities and discretions, or by virtue of its capacity as Security Agent under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under this Agreement).

#### **40.6 Good discharge**

- (a) Any distribution or payment to be made in respect of the Secured Obligations by the Security Agent may be made to the Agent on behalf of the Finance Parties.
- (b) Any distribution or payment made as described in paragraph (a) above shall be a good discharge, to the extent of that payment or distribution, the Security Agent to the extent of that payment.
- (c) The Security Agent is under no obligation to make the payments to the Agent under paragraph (a) above in the same currency as that in which the Secured Obligations owing to the relevant Finance Party are denominated pursuant to the relevant Finance Document.

#### **40.7 Calculation of amounts**

For the purpose of calculating any person's share of any amount payable to or by it, the Agent shall be entitled to:

- (a) notionally convert the Secured Obligations owed to any person into a common base currency (decided in its discretion by the Security Agent), that notional conversion to be made at the spot rate at which the Security Agent is able to purchase the notional base currency with the actual currency of the Secured Obligations owed to that person at the time at which that calculation is to be made; and
- (b) assume that all amounts received or recovered as a result of the enforcement or realisation of the Security Property are applied in discharge of the Secured Obligations in accordance with the terms of the Finance Documents under which those Secured Obligations have arisen.

**40.8 Release to facilitate enforcement and realisation**

- (a) Each Finance Party acknowledges that, for the purpose of any enforcement action by the Security Agent or a Receiver and/or maximising or facilitating the realisation of the Charged Property, it may be desirable that certain rights or claims against an Obligor and/or under certain of the Transaction Security, be released.
- (b) Each other Finance Party hereby irrevocably authorises the Security Agent (acting on the instructions of the Agent) to grant any such releases to the extent necessary to effect such enforcement action and/or realisation including, to the extent necessary for such purpose, to execute release documents in the name of and on behalf of the other Finance Parties.
- (c) Where the relevant enforcement is by way of disposal of shares in an Owner, the requisite release may include releases of all claims (including under guarantees) of the Finance Parties and/or the Security Agent against such Owner and of all Security Interests over its assets.

**40.9 Dealings with Security Agent**

Each Finance Party shall deal with the Security Agent exclusively through the Agent.

**40.10 Agent's dealings with Hedging Provider**

The Agent shall not be under any obligation to act as agent or otherwise on behalf of any Hedging Provider except as expressly provided for in, and for the purposes of, this Agreement.

**40.11 Disclosure between Finance Parties and Security Agent**

Notwithstanding any agreement to the contrary, each of the Obligors consents, until the end of the Facility Period, to the disclosure by any Finance Party to each other (whether or not through the Agent or the Security Agent) of such information concerning the Obligors as any Finance Party shall see fit.

**40.12 Notification of prescribed events**

- (a) If an Event of Default or Default either occurs or ceases to be continuing, the Agent shall, upon becoming aware of that occurrence or cessation, notify the Security Agent.
- (b) If the Security Agent enforces, or takes formal steps to enforce, any of the Transaction Security it shall notify each other Finance Party of that action.
- (c) If any Finance Party exercises any right it may have to enforce, or to take formal steps to enforce, any of the Transaction Security it shall notify the Security Agent and the Security Agent shall, upon receiving that notification, notify each other Finance Party of that action.
- (d) If an Obligor defaults on any payment due under a Hedging Contract, the Hedging Provider which is party to that Hedging Contract shall, upon becoming aware of that default, notify the Security Agent and the Security Agent shall, upon receiving that notification, notify the Agent.

- (e) If a Hedging Provider terminates or closes-out, in whole or in part, any Hedging Transaction under any Hedging Contract it shall notify the Security Agent and the Security Agent shall, upon receiving that notification, notify the Agent.

#### **41 Reference Banks**

##### **41.1 Role of Reference Banks**

- (a) No Reference Bank is under any obligation to provide a quotation or any other information to the Agent.
- (b) No Reference Bank will be liable for any action taken by it under or in connection with any Finance Document, or for any Reference Bank Quotation, unless directly caused by its gross negligence or wilful misconduct.
- (c) No Party (other than the relevant Reference Bank) may take any proceedings against any officer, employee or agent of any Reference Bank in respect of any claim it might have against that Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document, or to any Reference Bank Quotation, and any officer, employee or agent of each Reference Bank may rely on this clause 41 subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

##### **41.2 Third party Reference Banks**

A Reference Bank which is not a Party may rely on clause 41 (*Role of Reference Banks*), paragraph (c) of clause 51.3 (*Other exceptions*) and clause 53 (*Confidentiality of Funding Rates and Reference Bank Quotations*) subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

#### **42 Finance Parties tax affairs**

No provision of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

#### **43 Finance Parties acting together**

##### **43.1 Finance Parties acting together**

- (a) Notwithstanding clause 2.2 (*Finance Parties' rights and obligations*), if the Agent makes a declaration under clause 33.20 (*Acceleration*) or notifies the other Finance Parties that it considers it is entitled to make such a declaration, the Agent shall, in the names of all the Finance Parties, take such action on behalf of the Finance Parties and conduct such negotiations with the Borrower and any Group Members and generally administer the Facility in accordance with the wishes of the Majority Lenders. All the Finance Parties shall be bound by the provisions of this clause and no Finance Party shall take action independently against any Obligor or any of its assets without the prior consent of the Majority Lenders.
- (b) Paragraph (a) above shall not override clause 37 (*Roles of Agent, Security Agent, ECA Agent and Arranger*) as it applies to the Security Agent.



### 43.2 Conflict and ECA Policy override

Without limiting in any manner the rights of the Lenders under the Facility, and subject and without prejudice to any amendments, consents or waivers as may be given, consented or agreed to by the Agent which are contrary to or inconsistent with any vote exercised by the relevant ECA Guaranteed Lenders (acting on the instructions of an ECA):

- (a) in case of any conflict between the Finance Documents and any ECA Policy, such ECA Policy shall, as between the relevant ECA Guaranteed Lenders and the relevant ECA, prevail, and to the extent of such conflict or inconsistency, none of the relevant ECA Guaranteed Lenders or the ECA Agent shall assert to the relevant ECA, the terms of the relevant Finance Documents;
- (b) nothing in this Agreement or any Finance Document shall permit or oblige any relevant ECA Guaranteed Lender or the ECA Agent to act (or omit to act) in a manner that is inconsistent with any requirement of an ECA under or in connection with any relevant ECA Policy;
- (c) each ECA Guaranteed Lender and the ECA Agent shall be authorised to take all such actions as it may consider necessary to ensure that all requirements of the relevant ECA under or in connection with a relevant ECA Policy are complied with;
- (d) no Finance Party or the ECA Agent shall be obliged to do anything if, in its opinion, to do so could:
  - (i) result in a breach of any requirement of an ECA under or in connection with any ECA Policy; and/or
  - (ii) affect the validity of any ECA Policy; and/or
  - (iii) otherwise result in an ECA Mandatory Prepayment Event; and
- (e) nothing in this clause 43.2 shall affect the obligations of any Obligor under the Finance Documents.

### 43.3 Prior consultation with ECAs

- (a) The Borrower acknowledges that the Agent may, under the terms of an ECA Policy, be required:
  - (i) to consult with the ECA Agent (who shall in turn consult with the relevant ECA), prior to the exercise of decisions under the Finance Documents (including the exercise of such voting rights in relation to any substantial amendment to any Finance Document); and
  - (ii) to follow certain instructions given by the ECA Agent (acting on the instructions of the relevant ECA), subject to clause 43 (*Finance Parties acting together*).
- (b) Each Finance Party will be deemed to have acted reasonably if it has acted on the instructions of the Agent (given by the ECA Agent (acting on the instructions of the relevant ECA) to the Agent in accordance with the terms of the relevant ECA Policy) in the making of any such decision or the taking or refraining from taking any action under any Finance Document to which it is a party.

#### 44 Sharing among the Finance Parties

##### 44.1 Payments to Finance Parties

- (a) If a Finance Party (a **Recovering Finance Party**) receives or recovers any amount from an Obligor other than in accordance with clause 45 (*Payment mechanics*) (a **Recovered Amount**) and applies that amount to a payment due under the Finance Documents then:
- (i) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery, to the Agent;
  - (ii) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with clause 45 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and
  - (iii) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the **Sharing Payment**) equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with clause 45.5 (*Partial payments*),
- but taking into account, for the avoidance of doubt, that any amounts paid under an ECA Policy are for the account of the relevant ECA Guaranteed Lenders as specified in that ECA Policy.
- (b) Paragraph (a) above shall not apply to any amount received or recovered by an Ancillary Lender in respect of any cash cover provided for the benefit of that Ancillary Lender.

##### 44.2 Redistribution of payments

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the **Sharing Finance Parties**) in accordance with clause 45.5 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

##### 44.3 Recovering Finance Party's rights

On a distribution by the Agent under clause 44.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from an Obligor (but not from an ECA), as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

##### 44.4 Reversal of redistribution

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the **Redistributed Amount**); and
- (b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

#### **44.5 Exceptions**

- (a) This clause 44 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this clause, have a valid and enforceable claim against the relevant Obligor.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:
  - (i) it notified that other Finance Party of the legal or arbitration proceedings;
  - (ii) the taking legal or arbitration proceedings was in accordance with the terms of this Agreement; and
  - (iii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

#### **44.6 Ancillary Lenders**

- (a) This clause 44 shall not apply to any receipt or recovery by a Lender in its capacity as an Ancillary Lender at any time prior to the Agent exercising any of its rights under clause 33.20 (*Acceleration*).
- (b) Following the exercise by the Agent of any of its rights under clause 33.20 (*Acceleration*), this clause 44 shall apply to all receipts or recoveries by Ancillary Lenders.

**45 Payment mechanics**

**45.1 Payments to the Agent**

- (a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document (other than a Hedging Contract), and excluding a payment under the terms of an Ancillary Document, that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in such Participating Member State or London, as specified by the Agent) and with such bank as the Agent, in each case, specifies.

**45.2 Distributions by the Agent**

Each payment received by the Agent under the Finance Documents for another Party shall, subject to clause 45.3 (*Distributions to an Obligor*) and clause 45.4 (*Clawback and pre-funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London, as specified by that Party).

**45.3 Distributions to an Obligor**

The Agent may (with the consent of the Obligor or in accordance with clause 46 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

**45.4 Clawback and pre-funding**

- (a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) Unless paragraph (c) below applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.
- (c) If the Agent has notified the Lenders that it is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrower:
  - (i) the Agent shall notify the Borrower of that Lender's identity and the Borrower shall on demand refund it to the Agent; and

- (ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower, shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

#### 45.5 Partial payments

- (a) If the Agent receives a payment for application against amounts due in respect of any Finance Documents (other than, for the avoidance of doubt, payments under an ECA Policy which are for the account of the relevant ECA Guaranteed Lenders as specified therein) that is insufficient to discharge all the amounts then due and payable by an Obligor under those Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:
  - (i) **first**, in or towards payment pro rata of any unpaid amount owing to the Agent, the Security Agent, the ECA Agent or the Mandated Lead Arranger for their own account under those Finance Documents;
  - (ii) **secondly**, in or towards payment to the Lenders pro rata of any amount owing to the Lenders under clause 37.15 (*Lenders' indemnity to the Agent and others*);
  - (iii) **thirdly**, in or towards payment to the Lenders, the Hedging Providers and each ECA pro rata in the following order of:
    - (A) first, any accrued interest, fee or commission (including, without limitation, any ECA Premium and ECA Fees) or any net amount (excluding termination sums or close-out payments in the case of the Hedging Providers) due to them but unpaid under the Finance Documents and the ECA Policies;
    - (B) secondly, any principal (in the case of the Lenders) or any other net amount (including termination sums or close-out payments in the case of the Hedging Providers but without prejudice to clause 34.4 (*Close out of Hedging Contracts*)) due to them but unpaid under this Agreement or any Hedging Contract; and
    - (C) thirdly, any other sum due to them but unpaid under the Finance Documents;
  - (iv) **fourthly**, in or towards payment to the Ancillary Lenders pro rata of any due but unpaid amounts under the Ancillary Facilities; and
  - (v) **fifthly**, in or towards payment pro rata of any other sum due but unpaid to the Finance Parties under the Finance Documents.
- (b) The Agent shall, if so directed by all the Lenders, the ECAs, each Hedging Provider and each Ancillary Lender, vary the order set out in paragraphs (ii) to (v) of paragraph (a) above.
- (c) The foregoing shall be without prejudice to any payment waterfall provisions set forth in any ECA Policy in respect of the proceeds of that ECA Policy, which shall govern the payment by the relevant ECA of the proceeds of that ECA Policy and the sharing of such proceeds by the relevant ECA Guaranteed Lenders.
- (d) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

#### 45.6 No set-off by Obligors

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

#### **45.7 Business Days**

- (a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

#### **45.8 Currency of account**

- (a) Subject to paragraphs (b) and (c) below, euro is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- (b) A repayment of all or part of a Loan or an Unpaid Sum and each payment of interest shall be made in euro on its due date.
- (c) Each payment in respect of the amount of any costs, expenses or Taxes or other losses shall be made in euro and, if they were incurred in a currency other than euro, the amount payable under the Finance Documents shall be the equivalent in euro of the relevant amount in such other currency on the date on which it was incurred.
- (d) All moneys received or held by the Security Agent or by a Receiver under a Security Document in a currency other than euro may be sold for euro and the Obligor which executed that Security Document shall indemnify the Security Agent against the full cost in relation to the sale. Neither the Security Agent nor such Receiver will have any liability to that Obligor in respect of any loss resulting from any fluctuation in exchange rates after the sale.

#### **45.9 Change of currency**

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
  - (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrower); and
  - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Interbank Market and otherwise to reflect the change in currency.

#### **45.10 Disruption to payment systems etc.**

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Borrower that a Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facility as the Agent may deem necessary in the circumstances;

- (b) the Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- (c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;
- (d) any such changes agreed upon by the Agent and the Borrower shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of clause 51 (*Amendments and waivers*);
- (e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this clause 45.10; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

#### **45.11 Impaired Agent**

- (a) If, at any time, the Agent becomes an Impaired Agent, an Obligor or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with clause 45.1 (*Payments to the Agent*) may instead either pay that amount direct to the required recipient or pay that amount to an interest-bearing account held with an Acceptable Bank within the meaning of paragraph (a) of the definition of Acceptable Bank and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligor or the Lender making the payment and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents. In each case such payments must be made on the due date for payment under the Finance Documents.
- (b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the beneficiaries of that trust account pro rata to their respective entitlements.
- (c) A Party which has made a payment in accordance with clause 45.1 (*Payments to the Agent*) shall be discharged of the relevant payment obligation under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.
- (d) Promptly upon the appointment of a successor Agent in accordance with clause 37.17 (*Replacement of the Agent*), each Party which has made a payment to a trust account in accordance with clause 45.1 (*Payments to the Agent*) shall give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution in accordance with clause 36.2 (*Distributions by the Agent*).

#### **46 Set-off**

- 46.1** A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

## 47 Notices

### 47.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by letter.

### 47.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Obligor or Finance Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (a) in the case of any Obligor, that identified with its name in Schedule 1 (*The original parties*) or that identified with Guarantor A in Schedule 1 (*The original parties*);
- (b) in the case of the Agent, the Security Agent and any other original Finance Party, that identified with its name in Schedule 1 (*The original parties*); and
- (c) in the case of each Lender, each Ancillary Lender or other Finance Party, that notified in writing to the Agent on or prior to the date on which it becomes a Party in the relevant capacity,

or, in each case, any substitute address, or department or officer as an Obligor or Finance Party may notify to the Agent (or the Agent may notify to the other Finance Parties and the Obligors who are Parties, if a change is made by the Agent) by not less than five Business Days' notice.

### 47.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under clause 47.2 (*Addresses*), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Agent or Security Agent will be effective only when actually received by the Agent or the Security Agent and then only if it is expressly marked for the attention of the department or officer identified in Schedule 1 (*The original parties*) (or any substitute department or officer as the Agent or the Security Agent shall specify for this purpose).
- (c) All notices from or to an Obligor shall be sent through the Agent.
- (d) Any communication or document made or delivered to the Borrower in accordance with this clause 47.3 will be deemed to have been made or delivered to each of the Obligors.
- (e) Any communication or document which becomes effective, in accordance with paragraphs (a) to (d) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

### 47.4 Notification of address

Promptly upon changing its address, the Agent shall notify the other Parties.



#### **47.5 Electronic communication**

- (a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:
  - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
  - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any such electronic communication or document as specified in paragraph (a) above to be made between an Obligor and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.
- (c) Any such electronic communication or document as specified in paragraph (a) above made or delivered by one Party to another will be effective only when actually received (or made available) in readable form and, in the case of any electronic communication or document made or delivered by a Party to the Agent, only if it is addressed in such a manner as the Agent shall specify for this purpose.
- (d) Any electronic communication or document which becomes effective, in accordance with paragraph (c) above, after 5.00 p.m. in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement or any other Finance Document shall be deemed only to become effective on the following day.
- (e) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this clause 47.5.

#### **47.6 English language**

- (a) Any notice given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

#### **47.7 Communication with Agent when Agent is Impaired Agent**

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant parties directly. This provision shall not operate after a replacement Agent has been appointed.

## **48 Calculations and certificates**

### **48.1 Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

### **48.2 Certificates and determinations**

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

### **48.3 Day count convention**

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Interbank Market differs, in accordance with that market practice.

## **49 Partial invalidity**

If, at any time, any provision of a Finance Document 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 be affected or impaired.

## **50 Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Finance Document. No election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

## **51 Amendments and waivers**

### **51.1 Required consents**

- (a) Subject to clause 51.2 (*All Lender matters*) and clause 51.3 (*Other exceptions*), any term of the Finance Documents may be amended or waived only with the consent of Guarantor A and the Agent (acting on the instructions of the Majority Lenders) and, if it affects the rights and obligations of the Agent, the consent of the Agent, and any such amendment or waiver will be binding on all the Finance Parties and other Obligors.
- (b) The Agent may (or, in the case of the Security Documents, instruct the Security Agent to) effect, on behalf of any Finance Party, any amendment or waiver permitted by this clause 51.
- (c) Without prejudice to the generality of paragraphs (c), (d) and (e) of clause 37.11 (*Rights and discretions of the Agent and the Security Agent*), the Agent may engage, pay for and rely on the services of lawyers in determining the consent level required for and effecting any amendment, waiver or consent under this Agreement.

- (d) Each Obligor agrees to any such amendment or waiver permitted by this clause 51 which is agreed to by Guarantor A. This includes any amendment or waiver which would, but for this paragraph (d), require the consent of the Borrower.
- (e) Amendments to or waivers in respect of clause 8.10 (*ECA Policy*) may only be agreed with the consent of each of the Lenders.
- (f) Amendments to or waivers in respect of any Finance Document may only be agreed in writing.
- (g) The ECA Agent shall deliver to the ECAs (with a copy to the Lenders) promptly and in any event not more than 30 days following any amendment or variation being made to any Finance Document, notice of such amendment or variation in writing.

## 51.2 All Lender matters

Subject to clause 51.5 (*Replacement of Screen Rate*) an amendment, waiver or discharge or release or a consent of, or in relation to, any term of any Finance Document that has the effect of changing or which relates to:

- (a) the definition of “Majority Lenders” in clause 1.1 (*Definitions*);
- (b) the definition of “Last Availability Date” in clause 1.1 (*Definitions*);
- (c) the definitions of “Green Asset Criteria”, “Green Assets”, “Green Finance Second Party Opinion”, “Green Loan”, “Green Loan Compliance Certificate”, “Green Loan Information”, “Green Loan Provisions” and “Green Loan Report” in clause 1.1 (*Definitions*);
- (d) the definition of “Repeating Representations” in clause 1.1 (*Definitions*);
- (e) an extension to the date of payment of any amount under the Finance Documents;
- (f) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable or the rate at which they are calculated;
- (g) an increase in any Commitment or the Total Commitments;
- (h) an extension of any period within which the Facility is available for Utilisation;
- (i) any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably;
- (j) a change to the Borrower or any other Obligor;
- (k) clause 8.2 (*Change of control*) and the definition of “Change of Control” in clause 1.1 (*Definitions*);
- (l) clause 1.9 (*Sanctions — Restricted Lender*), clause 20.34 (*Sanctions*), clause 20.38(c) (*Times when representations are made*), clause 23.13 (*Sanctions*), paragraphs (b), (c) or (d) of clause 26.16 (*Lawful use*) and any of the definitions of “Sanctioned Country”, “Sanctions”, “Sanctions Advisory”, “Sanctions Authority”, “Sanctions List” and “Restricted Party” in clause 1.1 (*Definitions*);
- (m) any of the Green Loan Provisions;
- (n) any provision which expressly requires the consent or approval of all the Lenders;
- (o) clause 44 (*Sharing among the Finance Parties*);

- (p) clause 2.2 (*Finance Parties' rights and obligations*), clause 5.1 (*Delivery of a Utilisation Request*), clause 8.1 (*Illegality*), clause 35 (*Changes to the Lenders*), clause 9.9 (*Application of prepayments*), this clause 51, clause 56 (*Governing law*) or clause 57.1 (*Jurisdiction of English courts*);
- (q) the order of distribution under clause 40.1 (*Order of application*);
- (r) the order of distribution under clause 45.5 (*Partial payments*) (unless clause 45.5(b) allows the Majority Lenders to vary such order);
- (s) the currency in which any amount is payable under any Finance Document;
- (t) (other than as expressly permitted by the provisions of any Finance Document) the nature or scope of:
  - (i) any guarantee and indemnity granted under any Finance Document (including the Guarantee under clause 19 (*Guarantee and indemnity*));
  - (ii) the Charged Property; or
  - (iii) the manner in which the proceeds of enforcement of the Transaction Security are distributed;
- (u) the release of any of the Transaction Security or any guarantee or other obligation or the circumstances in which any of the Transaction Security or any guarantee or other obligations under any Finance Document is permitted or required to be released under any of the Finance Documents; or
- (v) the nature or scope of any ECA Policy or any release or amendment to any ECA Policy,

shall not be made, or given, without the prior consent of all the Lenders and the ECAs.

### **51.3 Other exceptions**

- (a) Amendments to or waivers in respect of the Hedging Contracts may only be agreed by the relevant Hedging Provider.
- (b) Amendments to or waivers in respect of an Ancillary Facility may only be agreed by the relevant Ancillary Lender.
- (c) An amendment or waiver which relates to the rights or obligations of the Agent, the Security Agent, any Hedging Provider, any Ancillary Lender, a Reference Bank or the Arrangers in their respective capacities as such (and not just as a Lender) may not be effected without the consent of the Agent, the Security Agent, the relevant Hedging Provider, that Ancillary Lender, that Reference Bank or the Arrangers (as the case may be).
- (d) Amendments to or waivers of the Finance Documents may not be effected without the prior consent of KEXIM and the ECAs.
- (e) Notwithstanding clauses 51.1 and 51.2 and paragraph (c) above, the Agent may make technical amendments to the Finance Documents arising out of manifest errors on the face of the Finance Documents, where such amendments would not prejudice or otherwise be adverse to the interests of any Finance Party without any reference or consent of the Finance Parties.

### **51.4 Disenfranchisement of Defaulting Lenders**

- (a) For so long as a Defaulting Lender has any Commitment, in ascertaining (i) the Majority Lenders or (ii) whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments under the Facility, or the agreement of any specified

group of Lenders, has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents, that Defaulting Lender's Commitment will be reduced by the amount of its Commitment and, to the extent that the reduction results in that Defaulting Lender's Commitment being zero and it has no participation in the Loan, that Defaulting Lender shall be deemed not to be a Lender for the purposes paragraphs (i) and (ii) above.

- (b) For the purposes of this clause 51.4, the Agent may assume that the following Lenders are Defaulting Lenders:
  - (i) any Lender which has notified the Agent that it has become a Defaulting Lender; and
  - (ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a), (b) or (c) of the definition of **Defaulting Lender** has occurred, unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

#### 51.5 Replacement of Screen Rate

- (a) Subject to clause 51.3 (*Other exceptions*), if a Screen Rate Replacement Event has occurred, any amendment or waiver which relates to:
  - (i) providing for the use of a Replacement Benchmark in place of the Screen Rate; and
  - (ii) any or all of the following:
    - (A) aligning any provision of any Finance Document (other than a Hedging Contract) to the use of that Replacement Benchmark;
    - (B) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);
    - (C) implementing market conventions applicable to that Replacement Benchmark;
    - (D) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or
    - (E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders), KEXIM, the ECAs and the Borrower.

- (b) In this clause 51.5:

**Relevant Nominating Body** means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

**Replacement Benchmark** means:

(a) the euro short term rate (€STR); or

at the discretion of all the Lenders and the ECAs

(b) any other a reference rate which is:

(i) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(A) the administrator of the Screen Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Screen Rate); or

(B) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (B) above;

(ii) in the opinion of the Majority Lenders and the Obligors, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(iii) in the opinion of the Majority Lenders and the Obligors, an appropriate successor to the Screen Rate.

**Screen Rate Replacement Event** means, in relation to the Screen Rate:

(a) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Majority Lenders and the Borrower materially changed;

(b) any of the following applies:

(i) either:

(A) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(ii) the administrator of the Screen Rate publicly announces that it has ceased or will cease, to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(iii) the supervisor of the administrator of the Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued;

(iv) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

- (v) the supervisor of the administrator of that Screen Rate makes a public announcement or publishes information:
  - (A) stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and
  - (B) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication; or
- (c) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
  - (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrower) temporary; or
  - (ii) the Screen Rate is calculated in accordance with any such policy or arrangement for a period of no less than 15 Business Days; or
- (d) in the opinion of the Majority Lenders and the Borrower, the Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

#### **51.6 Releases**

Except with the approval of the Lenders, the Hedging Providers and the ECAs or for a release which is expressly permitted or required by the Finance Documents, the Agent shall not have authority to authorise the Security Agent to release (nor shall any Finance Party, unless so directed by the Security Agent in accordance with clause 39.4 (*Enforcement through Security Agent only*), release):

- (a) any Charged Property from the Transaction Security; or
- (b) any Obligor from any of its guarantee or other obligations under any Finance Document.

#### **51.7 Excluded Commitments**

If any Lender fails to respond to a request for a consent, waiver, amendment of or in relation to any term of any Finance Document, and/or any ECA Policy (as relevant) or any other vote of Lenders under the terms of this Agreement within 30 Business Days of that request being made (unless the Borrower and the Agent agree to a longer time period in relation to any request):

- (a) its Commitment or its participation in the Loan shall not be included for the purpose of calculating the Total Commitments or the amount of the Loan when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments or the amount of the Loan has been obtained to approve that request; and
- (b) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

### **52 Confidential Information**

#### **52.1 Confidential Information**

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 52.2 (*Disclosure of Confidential Information*) and clause 52.3 (*Disclosure to numbering service providers*), and to ensure that all Confidential

Information is protected with security measures and a degree of care that would apply to its own confidential information.

## 52.2 Disclosure of Confidential Information

Any Finance Party may disclose (without the consent of the Obligors) to the ECAs or to such Finance Party's head office or to any of its Affiliates or Related Funds (such Affiliates and Related Funds, the **Permitted Parties**) or to any of its or its Affiliates' officers, directors or employees and any other person:

- (a) in the case of a Lender or Hedging Provider, to (or through) whom that Lender or Hedging Provider assigns (or may potentially assign) all or any of its rights under the Finance Documents;
- (b) in the case of a Lender, to whom or for whose benefit that Finance Party charges, assigns or otherwise creates a Security Interest (or may do so) pursuant to clause 35.10 (*Security over Lenders' rights*);
- (c) in the case of a Lender or a Hedging Provider, with (or through) whom that Lender or that Hedging Provider enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Finance Documents or any Obligor; or
- (d) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes; or
- (e) to whom, and to the extent that, information is required, permitted or requested to be disclosed by any court or tribunal of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation,

and any Finance Party or any ECA may disclose to any auditors, rating agencies or to its own or its Permitted Parties' professional advisers, auditors or brokers or insurers or potential reinsurance brokers or direct or indirect credit protection providers and reinsurers that reinsure or may reinsure the EIFO Guarantee Policy pursuant to clause 35.12(d) (*Transfer to an ECA*) (with the consent of the Borrower, or if an Event of Default has happened and is continuing, with the approval of the Majority Lenders), any other person, any information about any Obligor, the Group and the Finance Documents as that Finance Party shall consider appropriate.

## 52.3 Disclosure to numbering service providers

- (a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or one or more Obligors the following information:
  - (i) names of Obligors;
  - (ii) country of domicile of Obligors;
  - (iii) place of incorporation of Obligors;
  - (iv) date of this Agreement;
  - (v) clause 56 (*Governing law*);
  - (vi) the names of the Agent and the Arranger;
  - (vii) date of each amendment and restatement of this Agreement;
  - (viii) amount of Total Commitments;



- (ix) currency of the Facility;
- (x) type of Facility;
- (xi) ranking of Facility;
- (xii) the term of the Facility;
- (xiii) changes to any of the information previously supplied pursuant to paragraphs (i) to (xii) above; and
- (xiv) such other information agreed between such Finance Party and the Borrower,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

- (b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or one or more Obligors by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
- (c) The Borrower represents that none of the information set out in paragraphs (i) to (xiv) above is, nor will at any time be, unpublished price-sensitive information.
- (d) The Agent shall notify the Borrower and the other Finance Parties of:
  - (i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facility and/or one or more Obligors; and
  - (ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or one or more Obligors by such numbering service provider.

#### **52.4 Disclosure of personal data**

- (a) If any Obligor provides the Finance Parties with personal data of any individual as required by, pursuant to, or in connection with the Finance Documents, that Obligor represents and warrants to the Finance Parties that it has, to the extent required by law:
  - (i) notified the relevant individual of the purposes for which data will be collected, processed, used or disclosed;
  - (ii) obtained such individual's consent for, and hereby consents on behalf of such individual to, the collection, processing, use and disclosure of his/her personal data by the Finance Parties,in each case, in accordance with or for the purposes of the Finance Documents, and confirms that it is authorised by such individual to provide such consent on his/her behalf.
- (b) Each Obligor agrees and undertakes to notify the Agent promptly upon becoming aware of the withdrawal by the relevant individual of his/her consent to the collection, processing, use and/or disclosure by any Finance Party of any personal data provided by that Obligor to any Finance Party.
- (c) Any consent given pursuant to this Agreement in relation to personal data shall, subject to all applicable laws and regulations, survive death, incapacity, bankruptcy or insolvency of any such individual and the termination of this Agreement.

**52.5 Entire agreement**

This clause 52 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

**52.6 Inside information**

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

**52.7 Notification of disclosure**

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrower:

- (a) of the circumstances of any disclosure of Confidential Information made to any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body or the rules of any relevant stock exchange or pursuant to any applicable law or regulation pursuant to clause 52.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any such person during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 52.

**52.8 Continuing obligations**

The obligations in this clause 52 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve months from the earlier of:

- (a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

**52.9 Eksfin disclosure**

The Obligors acknowledge and agree that:

- (a) Eksfin may publish information such as the name of the Borrower and its country of residence, the name of each other Obligor, the name of the Builder, the name of other entities being party to the Transaction Documents, information about the Facility and the relevant purposes, the object of the export (i.e. the Norwegian equipment to be delivered from the Norwegian exporters to the Builder and to be installed into Ship), the classification of the project risk and environmental and social impact, the liabilities guaranteed by Eksfin under the Eksfin Guarantee, the Eksfin Guarantee and the date of issuance of the Eksfin Guarantee. In connection with such disclosure, Eksfin shall have the right to use the Borrower's and/or the Group's (as applicable) logo and trademark; and
- (b) Eksfin may disclose such confidential information as Eksfin shall deem appropriate concerning the Obligors, the project, the export object, the Finance Documents, the Eksfin Guarantee and the guarantee liabilities to:

- (i) any governmental institution or agency or court of law of Norway;
- (ii) any relevant office or department of the Organisation for Economic Co-operation and Development (OECD);
- (iii) any person with whom Eksfin propose to enter (or contemplate entering) into contractual arrangements in relation to the Eksfin Guarantee and/or any relevant finance document; and
- (iv) any other person regarding the funding, re-financing, transfer, assignment, sale, sub-participation, credit insurance/credit re-insurance or operational arrangement or other transaction in relation to the Eksfin Guarantee and/or any relevant Finance Document, including, without limitation, any enforcement of, or preservation of rights and/or obligations under, the Eksfin Guarantee and/or any relevant Finance Document,

provided, in relation to sub-paragraph 52.9(b)(iii) and (iv), that the person to whom any such confidential information is to be given has entered into a Confidentiality Undertaking, except that there shall be no requirement for such Confidentiality Undertaking if the recipient is a person subject to professional obligations laid down by law or terms of employment services to maintain confidentiality of the information received and/or to be received.

- (c) For the purpose of this clause 52.9, **confidential information** means any information concerning the Obligors, the project, the export object and the Finance Documents other than (i) the information referred to in paragraph (a) above, and (ii) any other information about the Obligors, the project, the export object or the Finance Documents made known to the public without any involvement of, and by any party other than, Eksfin.

#### 52.10 KEXIM disclosure

Subject to clauses 52.6 (*Inside information*) and 52.7 (*Notification of disclosure*), the Obligors acknowledge and agree that:

- (a) KEXIM may disclose such confidential information as KEXIM shall deem appropriate concerning the Obligors, the project, the Finance Documents and the KEXIM Direct Advance to:
  - (i) any governmental institution or agency or courts of the Republic of Korea;
  - (ii) any relevant bodies, offices or departments of the Organisation for Economic Co-operation and Development (OECD) with regard to the Arrangement on Officially Supported Export Credits;
  - (iii) any person with whom KEXIM propose to enter (or contemplate entering) into contractual arrangements in relation to the KEXIM Direct Advance and/or any relevant Finance Document;
  - (iv) any other person regarding the funding, re-financing, transfer, assignment, sale, sub-participation, or operational arrangement or other transaction in relation to the KEXIM Direct Advance and/or any relevant Finance Document, including, without limitation, any enforcement of, or preservation of rights and/or obligations under, the KEXIM Direct Advance and/or any relevant Finance Document; and
  - (v) any person or entity with whom KEXIM enters into contractual arrangement for matters required in relation to its business or operations,

provided, in relation to sub-paragraphs (a)(iii), (iv) and (v), that the person to whom any such confidential information is to be given has entered into a Confidentiality Undertaking, except that there shall be no requirement for such Confidentiality Undertaking if the recipient is a

person subject to professional obligations laid down by law or terms of employment services to maintain confidentiality of the information received and/or to be received.

- (b) For the purpose of this paragraph (b), confidential information means any information concerning the Obligors, the project, the export object and the Finance Documents other than (i) the information referred to in paragraph (a) above, and (ii) any other information about the Obligors, the project, the export object or the Finance Documents made known to the public without any involvement of, and by any party other than, KEXIM.

### **53 Confidentiality of Funding Rates and Reference Bank Quotations**

#### **53.1 Confidentiality and disclosure**

- (a) The Agent and each Obligor agree to keep each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b), (c) and (d) below.
- (b) The Agent may disclose:
  - (i) any Funding Rate (but not, for the avoidance of doubt, any Reference Bank Quotation) to the Borrower pursuant to clause 10.4 (*Notification of rates of interest*); and
  - (ii) any Funding Rate or any Reference Bank Quotation to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender or Reference Bank, as the case may be.
- (c) The Agent may disclose any Funding Rate or any Reference Bank Quotation, and each Obligor may disclose any Funding Rate, to:
  - (i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate or Reference Bank Quotation is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or Reference Bank Quotation or is otherwise bound by requirements of confidentiality in relation to it;
  - (ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;
  - (iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and

(iv) any person with the consent of the relevant Lender or Reference Bank, as the case may be.

- (d) The Agent's obligations in this clause 53 relating to Reference Bank Quotations are without prejudice to its obligations to make notifications under clause 10.4 (*Notification of rates of interest*) provided that (other than pursuant to paragraph (b)(i) above) the Agent shall not include the details of any individual Reference Bank Quotation as part of any such notification.

### **53.2 Related obligations**

- (a) The Agent and each Obligor acknowledge that each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and each Obligor undertake not to use any Funding Rate or, in the case of the Agent, any Reference Bank Quotation for any unlawful purpose.
- (b) The Agent and each Obligor agree (to the extent permitted by law and regulation) to inform the relevant Lender or Reference Bank, as the case may be:
- (i) of the circumstances of any disclosure made pursuant to clause 53.1(c)(ii) (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
  - (ii) upon becoming aware that any information has been disclosed in breach of this clause 53.

### **53.3 No Event of Default**

No Event of Default will occur under clause 33.5 (*Other obligations*) by reason only of an Obligor's failure to comply with this clause 53.

### **54 Counterparts**

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

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

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party (and any other Obligor who is a party to any other Finance Document to which this clause is expressed by the terms of that other Finance Document to apply) acknowledges and accepts that any liability of any Finance Party to another Finance Party or to an Obligor under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
- (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
  - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
  - (iii) a cancellation of any such liability; and

- (b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

**56 Governing law**

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

**57 Enforcement**

**57.1 Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraphs (a) and (b) above, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

**57.2 Service of process**

Without prejudice to any other mode of service allowed under any relevant law, each Obligor who is a Party (unless it is incorporated in England and Wales):

- (a) irrevocably appoints the person named in Schedule 1 (*The original parties*) as that Obligor's English process agent as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document;
- (b) agrees that failure by an agent for service of process to notify the relevant Obligor of the process will not invalidate the proceedings concerned; and
- (c) if any person appointed as process agent for an Obligor is unable for any reason to act as agent for service of process, that Obligor must immediately (and in any event within ten days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent (including Saville & Co Scrivener Notaries, Cheeswrights LLP and The Law Debenture Corporation p.l.c. or any of their Affiliates providing such professional service) for this purpose.

**This Agreement has been entered into on the date stated at the beginning of this Agreement.**

**Schedule 1**  
**The original parties**

**Borrower**

<b>Name of Borrower:</b>	<b>Seajacks 1 Limited</b>
<b>Jurisdiction of incorporation:</b>	England
<b>Registered office:</b>	South Denes Business Park South Beach Parade Great Yarmouth Norfolk, NR30 3QR United Kingdom
<b>Registered number:</b>	07965945
<b>Shareholder of Borrower:</b>	Guarantor B

**Collateral Guarantor**

<b>Name of Collateral Guarantor:</b>	<b>Seajacks 4 Limited</b>
<b>Jurisdiction of incorporation:</b>	England
<b>Registered office:</b>	South Denes Business Park South Beach Parade Great Yarmouth Norfolk, NR30 3QR United Kingdom
<b>Registered number:</b>	08071473
<b>Shareholder of Borrower:</b>	Guarantor B

**Guarantor A**

<b>Name of Guarantor A:</b>	<b>Cadeler A/S</b>
<b>Jurisdiction of incorporation:</b>	Denmark
<b>Registered office:</b>	Kalvebod Brygge 43 1560 Copenhagen V Denmark
<b>Registered number:</b>	31180503

**Guarantor B**

<b>Name of Guarantor B:</b>	<b>Seajacks International Limited</b>
<b>Jurisdiction of incorporation:</b>	England
<b>Registered office:</b>	South Denes Business Park South Beach Parade Great Yarmouth Norfolk, NR30 3QR United Kingdom
<b>Registered number:</b>	07964749



**Guarantor C**

<b>Name of Guarantor C:</b>	<b>Seajacks UK Limited</b>
<b>Jurisdiction of incorporation:</b>	England
<b>Registered office:</b>	South Denes Business Park South Beach Parade Great Yarmouth Norfolk, NR30 3QR United Kingdom
<b>Registered number:</b>	06106237

**Obligor process agent**

<b>Name:</b>	Seajacks International Limited
<b>Registered office:</b>	South Denes Business Park South Beach Parade Great Yarmouth Norfolk, NR30 3QR United Kingdom

**Obligor address for service of notices**

<b>Address:</b>	Kalvebod Brygge 43 1560 Copenhagen V Denmark
<b>Email:</b>	[REDACTED]
<b>Attention:</b>	[REDACTED]

**Original Eksfin Guaranteed Lenders and their Eksfin Guaranteed Commitments**

<b>Name of Original Eksfin Guaranteed Lender</b>	<b>Facility Office</b>	<b>Notice Details</b>	<b>Eksfin Guaranteed Commitment (€)</b>	<b>Treaty Passport scheme reference number and jurisdiction of tax residence (if applicable)</b>
<b>Société Générale</b>	17 cours Valmy CS 50318 92972 Paris La Défense cedex	Address: Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex  Attention (operational matters): [REDACTED]	5,094,303.18	5/S/70085/DTPP

		<p>Attention (credit matters): [REDACTED]</p> <p>Email Address (operational matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>		
<b>Credit Agricole Corporate and Investment Bank</b>	<p>12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France</p>	<p>Address: 12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France</p> <p>Attention (operational matters): [REDACTED]</p> <p>Attention: (credit matters): [REDACTED]</p> <p>Email Address (operational matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>	5,094,303.18	5/C/222082/DTTP
<b>Crédit Industriel et</b>	520 Madison Avenue	Address:	3,410,345.55	5/S/357424/DTTP

<b>Commercial, New York Branch</b>	37th floor New York, NY 10022 USA	520 Madison Avenue 37 <sup>th</sup> Floor New York, NY 10011 USA  Attention (operational matters): [REDACTED] Email Address (operational matters): [REDACTED] Attention (credit matters): [REDACTED] Email Address (credit matters): [REDACTED]		
<b>KfW IPEX-Bank GmbH</b>	Palmengartenstr aße 5-9 60325 Frankfurt am Main Germany	Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany  Attention (documentation / credit matters): [REDACTED] Email Address: [REDACTED]  Attention (loan administrative purposes): [REDACTED] Email Address: [REDACTED]	3,934,785.69	7/K/333018/DTTP
<b>The Korea Development Bank</b>	Maritime Finance 2 Department 22F, BIFC 40 Munhyeongeumy ung-ro Nam-gu, Busan 48400 Republic of Korea	Maritime Finance 2 Department 22F, BIFC 40 Munhyeongeumyung-ro Nam-gu, Busan 48400 Republic of Korea  Attention: [REDACTED]	4,360,680.84	46/K/362109/DTTP

		Email address: [REDACTED]		
<b>Total Eksfin Guaranteed Commitments:</b>			€21,894,418.44	

**Original EIFO Guaranteed Lenders and their EIFO Guaranteed Commitments**

<b>Name of Original EIFO Guaranteed Lender</b>	<b>Facility Office</b>	<b>Notice Details</b>	<b>EIFO Guaranteed Commitment (€)</b>	<b>Treaty Passport scheme reference number and jurisdiction of tax residence (if applicable)</b>
<b>Société Générale</b>	17 cours Valmy CS 50318 92972 Paris La Défense cedex	Address: Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex  Attention (operational matters): [REDACTED]  Attention (credit matters): [REDACTED]  Email Address (operational matters): [REDACTED]  Email Address (credit matters): [REDACTED]	16,437,618.25	5/S/70085/DTTP
<b>Credit Agricole Corporate and Investment Bank</b>	12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France	Address: 12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France	16,437,618.25	5/C/222082/DTTP

		<p>Attention (operational matters): [REDACTED]</p> <p>Attention: (credit matters): [REDACTED]</p> <p>Email Address (operational matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>		
<b>Crédit Industriel et Commercial, New York Branch</b>	520 Madison Avenue 37th floor New York, NY 10022 USA	<p>Address: 520 Madison Avenue 37<sup>th</sup> Floor New York, NY 10011 USA</p> <p>Attention (operational matters): [REDACTED]</p> <p>Email Address (operational matters): [REDACTED]</p> <p>Attention (credit matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>	11,004,048.31	5/S/357424/DTTP

<b>KfW IPEX-Bank GmbH</b>	Palmengartenstraße 5-9 60325 Frankfurt am Main Germany	Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany  Attention (documentation / credit matters): [REDACTED]  Email Address: [REDACTED]  Attention (loan administrative purposes): [REDACTED]  Email Address: [REDACTED]	12,696,241.82	7/K/333018/DTTP
<b>The Korea Development Bank</b>	Maritime Finance 2 Department 22F, BIFC 40 Munhyeongeumyung-ro Nam-gu, Busan 48400 Republic of Korea	Maritime Finance 2 Department 22F, BIFC 40 Munhyeongeumyung-ro Nam-gu, Busan 48400 Republic of Korea  Attention: [REDACTED]  Email address: [REDACTED]	14,070,463.53	46/K/362109/DTTP
<b>Total EIFO Guaranteed Commitments:</b>			<b>€70,645,990.16</b>	

**Original KEXIM Direct Lender and its commitment**

<b>Name of Original KEXIM Direct Lender</b>	<b>Facility Office</b>	<b>Notice Details</b>	<b>KEXIM Direct Commitment (€)</b>	<b>Treaty Passport scheme reference number and jurisdiction of tax residence (if applicable)</b>
<b>The Export-Import Bank of Korea</b>	38 Eunhaeng-ro Yeongdeungpo-gu Seoul, 07242 Republic of Korea	38 Eunhaeng-ro Yeongdeungpo-gu Seoul, 07242 Republic of Korea BIFC 20F, Munhyeongeumyung-ro 40 Nam-gu, Busan, Korea (Maritime department)	55,952,402.67	46/E/332636/DTTP

		Attention: [REDACTED] Email address: [REDACTED]		
<b>Total KEXIM Direct Commitments:</b>			<b>€55,952,402.67</b>	

**Original Commercial Lenders and their Commercial Commitments**

<b>Name of Original Commercial Lender</b>	<b>Facility Office</b>	<b>Notice Details</b>	<b>Commercial Commitment (€)</b>	<b>Treaty Passport scheme reference number and jurisdiction of tax residence (if applicable)</b>
<b>Société Générale</b>	17 cours Valmy CS 50318 92972 Paris La Défense cedex	Address: Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex  Attention (operational matters): [REDACTED]  Attention (credit matters): [REDACTED]  Email Address (operational matters): [REDACTED]  Email Address (credit matters): [REDACTED]	14,807,441.23	5/S/70085/DTPP

<b>Credit Agricole Corporate and Investment Bank</b>	12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France	Address: 12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France  Attention (operational matters): [REDACTED]  Attention: (credit matters): [REDACTED]  Email Address (operational matters): [REDACTED]  Email Address (credit matters): [REDACTED]	14,807,441.23	5/C/222082/DTTP
<b>Crédit Industriel et Commercial, New York Branch</b>	520 Madison Avenue 37th floor New York, NY 10022 USA	Address: 520 Madison Avenue 37th Floor New York, NY 10011 USA  Attention (operational matters): [REDACTED]  Email Address (operational matters): [REDACTED]  Attention (credit matters):	9,912,737.74	5/S/357424/DTTP



		[REDACTED] Email Address (credit matters): [REDACTED]		
<b>KfW IPEX-Bank GmbH</b>	Palmengartenstraße 5-9 60325 Frankfurt am Main Germany	Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany  Attention (documentation / credit matters): [REDACTED]  Email Address: [REDACTED]  Attention (loan administrative purposes): [REDACTED]  Email Address: [REDACTED]	11,437,110.40	7/K/333018/DTTP
<b>The Korea Development Bank</b>	Maritime Finance 2 Department 22F, BIFC 40 Munhyeongeumyung-ro Munhyeongeumyung-ro Nam-gu, Busan 48400 Republic of Korea	Maritime Finance 2 Department 22F, BIFC 40 Munhyeongeumyung-ro Nam-gu, Busan 48400 Republic of Korea  Attention: [REDACTED]  Email address: [REDACTED]	12,675,045.66	46/K/362109/ DTTP
<b>Total Commercial Commitments:</b>			<b>€63,639,776.26</b>	

<b>Total Commitments:</b>			<b>€212,132,587.53</b>	
---------------------------	--	--	------------------------	--

**The Agent**

<b>Name:</b>	Société Générale
<b>Facility office and notice details</b>	Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex  Attention: [REDACTED]  E-mail Address: [REDACTED]

**The Security Agent**

<b>Name:</b>	Société Générale
<b>Facility office and notice details</b>	Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex  Attention: [REDACTED]  E-mail Address: [REDACTED]

**The ECA Agent**

<b>Name:</b>	Société Générale
<b>Facility office and notice details</b>	Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex  Attention: [REDACTED]  E-mail Address: [REDACTED]

The Mandated Lead Arranger

<b>Name:</b>	Société Générale
<b>Facility office and notice details</b>	Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex  Attention: [REDACTED]  E-mail Address: [REDACTED]

The ECA Coordinator

<b>Name:</b>	Société Générale
<b>Facility office and notice details</b>	Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex  Attention: [REDACTED]  E-mail Address: [REDACTED]

### The Green Loan Arranger

<b>Name:</b>	Société Générale
<b>Facility office and notice details</b>	Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex Attention: [REDACTED] E-mail Address: [REDACTED]

### The Lead Arrangers

<b>Name:</b>	Crédit Agricole Corporate and Investment Bank
<b>Facility office and notice details</b>	Address: 12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France Attention (operational matters): [REDACTED] Attention: (credit matters): [REDACTED] Email Address (operational matters): [REDACTED] Email Address (credit matters): [REDACTED]
<b>Name:</b>	Credit Industriel et Commercial, New York Branch
<b>Facility office and notice details</b>	Address:

	<p>520 Madison Avenue 37th Floor New York, NY 10011 USA</p> <p>Attention (operational matters): [REDACTED]</p> <p>Email Address (operational matters): [REDACTED]</p> <p>Attention (credit matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>
<b>Name:</b>	KfW IPEX-Bank GmbH
<b>Facility office and notice details</b>	<p>Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany</p> <p>Attention (documentation / credit matters): [REDACTED]</p> <p>Email Address: [REDACTED]</p> <p>Attention (loan administrative purposes): [REDACTED]</p> <p>Email Address: [REDACTED]</p>
<b>Name:</b>	The Korea Development Bank
<b>Facility office and notice details</b>	<p>Maritime Finance 2 Department 22F, BIFC 40 Munhyeongeumyung-ro Nam-gu, Busan 48400 Republic of Korea</p> <p>Attention: [REDACTED]</p>

Email address:  
[REDACTED]

**The Original Hedging Providers**

<b>Name:</b>	Société Générale
<b>Facility office and notice details</b>	Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex Attention: [REDACTED] Email Address: [REDACTED]
<b>Name:</b>	Crédit Agricole Corporate and Investment Bank
<b>Facility office and notice details</b>	Address: 12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France Attention (operational matters): [REDACTED] Email Address (operational matters): [REDACTED]
<b>Name:</b>	Credit Industriel et Commercial, New York Branch
<b>Facility office and notice details</b>	Address: 520 Madison Avenue 37th Floor New York, NY 10011 USA Attention (operational matters):

	<p>[REDACTED]</p> <p>Email Address (operational matters): [REDACTED]</p> <p>Attention (credit matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>
<b>Name:</b>	The Export-Import Bank of Korea
<b>Facility office and notice details</b>	<p>(Global Market Department) 38 Eunhaeng-ro Yeongdeungpo-gu Seoul, 07242 Republic of Korea</p> <p>Attention: [REDACTED]</p> <p>Email address: [REDACTED]</p>
<b>Name:</b>	KfW IPEX-Bank GmbH
<b>Facility office and notice details</b>	<p>Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany</p> <p>Attention (documentation / credit matters): [REDACTED]</p> <p>Email Address: [REDACTED]</p> <p>Attention (loan administrative purposes): [REDACTED]</p> <p>Email Address: [REDACTED]</p>
<b>Name:</b>	The Korea Development Bank
<b>Facility office and notice details</b>	<p>14 Eunhaeng-ro Yeongdeungpo-gu Seoul, 07242 Republic of Korea</p>

<b>details</b>	Attention: [REDACTED] Email address: [REDACTED]
----------------	--

**The Account Bank**

<b>Name:</b>	DNB Bank ASA
<b>Address:</b>	Dronning Eufemias Gate 30 0191, Oslo Norway



**Schedule 2**  
**Ship information**

<b>Ship A</b>	
<b>Hull Number:</b>	H3306
<b>Owner of Ship:</b>	Seajacks 1 Limited (being the Borrower)
<b>Scheduled Delivery Date:</b>	31 January 2025
<b>Backstop Date:</b>	The date falling 360 days after the Scheduled Delivery Date
<b>Expected Flag State:</b>	Republic of the Marshall Islands
<b>Expected Port of Registry:</b>	Majuro
<b>Major Casualty Amount:</b>	€2,000,000
<b>Classification Society:</b>	DNV
<b>Classification:</b>	+ 1A Self-Elevating Wind Turbine Installation Unit, Crane Unit, Crane, Clean (Design, Tier III), BWM (T), NAUT (OSV), DYNPOS (AUTR), E0, HELDK, Recyclable, ECA (SOx-A), Battery (Power), COMF-MOU (3), Gas ready ammonia (D, P)
<b>Building Contract details:</b>	Shipbuilding contract dated 11 May 2021 (as amended by an amendment no.1 dated 12 May 2022 and as may be further amended from time to time) and made between (i) the Builder and (ii) Windpower Alpha Limited, and novated to the Borrower pursuant to a novation agreement dated 22 November 2023 and made between (i) the Builder, (ii) Windpower Alpha Limited, (iii) Eneti Inc. and (iv) the Borrower, for the construction by the Builder of Ship A and its purchase by the Borrower.
<b>Estimated Contract Price:</b>	USD 330,363,000
<b>Builder's name:</b>	Hanwha Ocean Co., Ltd. (formerly known as Daewoo Shipbuilding & Marine Engineering Co., Ltd.)
<b>Builder's jurisdiction of incorporation:</b>	Republic of Korea
<b>Builder's registered office:</b>	3370 Geoje-Daero, Geoje-Si, Gyeongsangnam-Do, Republic of Korea, 100-180
<b>Initial Bareboat Charter description</b>	Reference is made to the Initial Bareboat Charter between the Borrower as owner and Guarantor A or, as the case may be, Guarantor C, as bareboat charterer, the form of which shall be delivered by Guarantor A to the Agent prior to the delivery of the Utilisation Request to the Agent.
<b>Initial Charters and Initial Charterers description</b>	Reference is made to the list of Initial Charters and the timeline and particulars of employment to be delivered by Guarantor A to the Agent prior to the delivery of the Utilisation Request to the Agent, providing for a minimum aggregate fixed hire period or total employment or service of at least 16 months over the course of a maximum period of 30 months from Delivery, detailing scheduled deliveries or commissioning of Ship A under its Initial Charters which allow for fulfilment of all such Initial Charters within 30 months from Delivery.

<b>Collateral Ship</b>	
<b>Hull Number:</b>	H3307
<b>Owner of Ship:</b>	Seajacks 4 Limited (being the Collateral Guarantor)
<b>Scheduled Delivery Date:</b>	31 January 2026
<b>Expected Flag State:</b>	Republic of the Marshall Islands
<b>Expected Port of Registry:</b>	Majuro
<b>Major Casualty Amount:</b>	€2,000,000
<b>Classification Society:</b>	DNV
<b>Classification:</b>	+ 1A Self-Elevating Wind Turbine Installation Unit, Crane Unit, Crane, Clean (Design, Tier III), BWM (T), NAUT (OSV), DYNPOS (AUTR), E0, HELDK, Recyclable, ECA (SOx-A), Battery (Power), COMF-MOU (3), Gas ready ammonia (D, P)
<b>Building Contract details:</b>	Shipbuilding contract dated 2 December 2021 (as amended by an amendment no.1 dated 12 May 2022 and as may be further amended from time to time) and made between (i) the Builder and (ii) Windpower Bravo Limited, and novated to the Collateral Guarantor pursuant to a novation agreement dated 11 December 2023 and made between (i) the Builder, (ii) Windpower Bravo Limited, (iii) Eneti Inc. and (iv) the Collateral Guarantor, for the construction by the Builder of the Collateral Ship and its purchase by the Collateral Guarantor.
<b>Estimated Contract Price:</b>	USD 324,405,894
<b>Builder's name:</b>	Hanwha Ocean Co., Ltd. (formerly known as Daewoo Shipbuilding & Marine Engineering Co., Ltd.)
<b>Builder's jurisdiction of incorporation:</b>	Republic of Korea
<b>Builder's registered office:</b>	3370 Geoje-Daero, Geoje-Si, Gyeongsangnam-Do, Republic of Korea, 100-180
<b>Initial Bareboat Charter description</b>	Reference is made to the Initial Bareboat Charter between the Collateral Guarantor as owner and Guarantor A or, as the case may be, Guarantor C, as bareboat charterer, the form of which shall be delivered by Guarantor A to the Agent prior to the delivery of the Utilisation Request (as defined in the Collateral Facility Agreement) under the Collateral Facility Agreement.
<b>Initial Charters and Initial Charterers description</b>	Reference is made to the list of Initial Charters and the timeline and particulars of employment to be delivered by Guarantor A to the Agent prior to the delivery of the Utilisation Request (as defined in the Collateral Facility Agreement) under the Collateral Facility Agreement, providing for a minimum aggregate fixed hire period or total employment or service of at least 16 months over the course of a maximum period of 30 months from the Collateral Ship's delivery, detailing scheduled deliveries or commissioning of the Collateral Ship under its Initial Charters which allow for fulfilment of all such Initial Charters within 30 months from delivery of the Collateral Ship.

**Schedule 3**  
**Conditions precedent**

**Part 1**  
**Initial conditions precedent**

**1 Original Obligors' corporate documents**

- (a) A copy of the Constitutional Documents of each Original Obligor.
- (b) A copy of a resolution of the board of directors of each Original Obligor (or, if applicable, any committee of such board empowered to approve and authorise the following matters):
  - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party (its **Relevant Documents**) and resolving that it execute, deliver and perform the Relevant Documents to which it is a party;
  - (ii) authorising a specified person or persons to execute its Relevant Documents on its behalf; and
  - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request and any Selection Notice) to be signed and/or despatched by it under or in connection with its Relevant Documents.
- (c) If applicable, a copy of a resolution of the board of directors of the relevant company, establishing any committee referred to in paragraph (b) above and conferring authority on that committee.
- (d) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above in relation to its Relevant Documents and related documents.
- (e) If applicable, a copy of a resolution signed by all the holders of the issued shares in each Original Obligor (other than Guarantor A), approving the terms of, and the transactions contemplated by, its Relevant Documents.
- (f) A certificate of each Original Obligor (signed by an authorised signatory) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on any Original Obligor (as applicable) to be exceeded.
- (g) A copy of any power of attorney under which any person is appointed by any Original Obligor to execute any of its Relevant Documents on its behalf.
- (h) A copy of a certificate of no winding-up order in respect of the Borrower.
- (i) A certificate of an authorised signatory of each relevant Original Obligor certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement and that any such resolutions or power of attorney have not been revoked.

**2 Legal opinions**

The following legal opinions, each addressed to the Agent, the Security Agent, the ECA Agent, each ECA, the Original Lenders and the Original Hedging Providers, substantially in the form distributed to the Original Lenders, the Original Hedging Providers and each ECA and approved by the Agent prior to signing this Agreement and capable of being relied upon by any persons who become Lenders or Hedging Providers pursuant to the primary syndication of the Facility:

- (a) a legal opinion of Norton Rose Fulbright LLP on matters of English law;
- (b) a legal opinion of Moalem Weitemeyer Advokatpartnerselskab on matters of Danish law;
- (c) legal opinion of Advokatfirmaet BAHR AS on matters of Norwegian law; and
- (d) such other opinions or confirmations from relevant legal counsel selected by the Agent in respect of any matters in relation to this Agreement as the Agent shall deem necessary or desirable.

**3 Other documents and evidence**

- (a) Evidence that any process agent referred to in clause 57.2 (*Service of process*) or any equivalent provision of any other Finance Document entered into on or around the date of this Agreement, has accepted its appointment.
- (b) A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document provided that such Authorisation or other document, opinion or assurance is requested at least five Business Days prior to the date on which the Utilisation Request is delivered by the Borrower to the Agent pursuant to clause 5.1 (*Delivery of a Utilisation Request*).
- (c) The Original Financial Statements.
- (d) The Fee Letters duly executed and evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clause 13 (*Fees*) and clause 18 (*Costs and expenses*) have been paid or will be paid by the Utilisation Date.
- (e) Confirmation from each ECA that such ECA accepts the terms of this Agreement and the other Finance Documents (or, in the case of EIFO, that it does not wish or intend to review them).
- (f) The Coordination Agreements duly executed by all parties to them other than the Security Agent and (if it is to be a party) the Agent.
- (g) If the Borrower elects to seek the application of clause 5.5 (*Pre-placement of Advances*), evidence that the Borrower has entered into the Pre-Placement Hedging Transactions on terms acceptable to the Agent in all respects and compatible in all respects with the provisions of clause 5.5 (*Pre-placement of Advances*).

**4 Eksfin**

- (a) A duly executed copy of the relevant Eksfin Guarantee, on terms satisfactory to the ECA Agent and the Eksfin Guaranteed Lenders, which is in full force and effect, except for the payment of the relevant portion of the Eksfin Premium.
- (b) The Borrower having provided to the ECA Agent a copy of a payment confirmation evidencing and, if available, tracking (including UETR code to the beneficiary bank) payment to Eksfin of the relevant Eksfin flat upfront fee, as agreed in the relevant Fee Letter pursuant to clause 13.6(a) (*ECA Fees*).
- (c) Eksfin has approved in writing this Agreement.

**5 EIFO**

- (a) A duly executed copy of the relevant EIFO Guarantee Policy, on terms satisfactory to the ECA Agent and the EIFO Guaranteed Lenders, which is in full force and effect, except for the payment of the relevant portion of the EIFO Premium.

- (b) Evidence that the EIFO Guarantee Policy (as defined in the Collateral Facility Agreement) is in full force and effect, except for the payment of the relevant portion of the EIFO Premium.
- (c) Evidence of payment to EIFO of the relevant EIFO flat upfront fee, as agreed in the relevant Fee Letter pursuant to clause 13.6(a) (*ECA Fees*).

**6 Bank accounts**

Evidence that any Account required to be established under clause 30 (*Bank accounts*) and the Debt Service Reserve Account (as defined in the Collateral Facility Agreement) has been opened and established, that any Account Security or Collateral Account Security in respect of each such Account has been executed and delivered by the relevant Account Holder(s) and that any notice required to be given to an Account Bank under that Account Security or Collateral Account Security has been given to it and acknowledged by it in the manner required by that Account Security or Collateral Account Security.

**7 Construction matters**

A copy, certified by an approved person to be a true and complete copy, of the Building Contract Documents for Ship A.

**8 Share Security**

Duly executed and dated copies of the Share Security and the Collateral Share Security, together with all duly executed notices, acknowledgments, letters, transfers, certificates and other documents required to be delivered thereunder.

**9 People with Significant Control (PSC) regime**

In respect of any Obligor incorporated in the United Kingdom, either:

- (a) a certificate of an authorised signatory of the relevant Obligor certifying that:
  - (i) each Group Member has complied within the relevant timeframe with any notice it has received pursuant to Part 21A of the Companies Act 2006 from that Obligor; and
  - (ii) no “warning notice” or “restrictions notice” (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued in respect of its shares,together with a copy of the “PSC register” (within the meaning of section 790C(10) of the Companies Act 2006) of the relevant Obligor, which is certified by an authorised signatory of the relevant Obligor to be correct, complete and not amended or superseded as at a date no earlier than the date three Business Days before the date of this Agreement; or
- (b) a certificate of an authorised signatory of the relevant Obligor certifying that it is not required to comply with Part 21A of the Companies Act 2006.

**10 “Know your customer” information**

Such documentation and information as any Finance Party may reasonably request through the Agent to comply with “know your customer” or similar identification procedures under all laws and regulations applicable to that Finance Party.

**11 Ancillary Facilities**

A copy of any facility agreement entered into pursuant to clause 6 (*Ancillary Facilities*) between the Borrower and an Ancillary Lender duly executed by the Borrower, constituting an Ancillary Facility.

**Part 2**  
**Conditions precedent on Delivery (Ship A)**

**1 Corporate documents**

- (a) A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended (or, to the extent that there have been any changes to such copy documents, the documents listed in paragraph 1 of Part 1 of this Schedule).
- (b) A certificate of an authorised signatory of each other Original Obligor which is party to any of the Original Security Documents required to be executed at or before Delivery of the relevant Ship certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended (or, to the extent that there have been any changes to such copy documents, the documents listed in paragraph 1 of Part 1 of this Schedule).
- (c) If the Flag State in respect of Ship A is the Republic of the Marshall Islands, a Certificate of Goodstanding issued by the Registrar of Corporations of the Republic of the Marshall Islands in respect of the status of the Borrower as a Foreign Maritime Entity (or any equivalent certificate of goodstanding required by any other applicable Flag State).

**2 Security**

- (a) The Mortgage, the General Assignment and (if applicable) the Deed of Covenant in respect of Ship A duly executed by the relevant Owner.
- (b) The General Assignment in respect of Ship A executed by the relevant Bareboat Charterer.
- (c) Duly executed notices of assignment (including notices of assignment of the Earnings or, with respect to an Initial Charter for which a Quiet Enjoyment Agreement is to be entered into, all the rights under each Initial Charter for Ship A, subject to the terms of clause 25.8(e)(ii) (*Chartering*)) and (on a reasonable efforts basis, unless such notice relates to an assignment of a Bareboat Charter or any charter commitment for which a Quiet Enjoyment Agreement is to be entered into where the relevant Ship has already been delivered under such charter commitment) acknowledgements of those notices as required by any of the above Security Documents, provided that no notices should be given in respect of a charter commitment or any guarantee in respect of such charter commitment (as applicable) if such charter commitment is not a Charter (and such guarantee is not a Charter Guarantee) or if an assignment would be in conflict with the relevant charter commitment or guarantee (but without prejudice to the provisions of clause 25.8(e) (*Chartering*)).
- (d) A Subordination Deed, if and to the extent required under the provisions of 31.3 (*Financial Indebtedness*) or 31.5 (*Loans and credit*) on account of any Financial Indebtedness incurred by the Borrower.
- (e) Each Quiet Enjoyment Agreement required as a condition to the granting of the Mortgage over Ship A or under any charter commitment for Ship A and/or the assignment of any rights under any charter commitment for Ship A, where Ship A is to be delivered under such charter commitment on or has been delivered prior to the Utilisation, duly executed by the Borrower or, as applicable, Bareboat Charterer, the Security Agent and the relevant charterer (the Borrower hereby representing that no such charter commitment exists at the relevant time for Ship A).

### **3 Delivery and registration of Ship**

Evidence that Ship A:

- (a) is (or will upon the release of the proceeds of the Utilisation be) legally and beneficially owned by the Borrower and registered in the name of the Borrower free from any Security Interests (other than Security Interests created under the Finance Documents and/or the Collateral Finance Documents) through the relevant Registry as a ship under the laws and flag of the relevant Flag State;
- (b) is classed with the relevant Classification free of overdue requirements and overdue recommendations of the relevant Classification Society affecting class (including by way of an interim class certificate);
- (c) is insured in the manner required by the Finance Documents;
- (d) has been delivered to, and accepted for service by, the Bareboat Charterer under the relevant Bareboat Charter;
- (e) is free of any charter commitment (other than a Bareboat Charter and the Initial Charters for Ship A) which would require approval under the Finance Documents; and
- (f) is not subject to any prior registration (other than through the relevant Registry in the relevant Flag State) or that any prior registration has been or will (within such period as may be approved) be cancelled.

### **4 Mortgage registration**

Evidence that the Mortgage in respect of Ship A has been (or will upon the release of the proceeds of the Utilisation be) registered against Ship A through the relevant Registry under the laws and flag of the relevant Flag State.

### **5 Legal opinions**

The following further legal opinions, each addressed to the Agent, the Security Agent, each ECA, the Original Lenders and the Original Hedging Providers, substantially in the form distributed to the Original Lenders, the Original Hedging Providers and each ECA and approved by the Agent prior to signing this Agreement in relation to Security Documents and each ECA Policy for the relevant Ship and capable of being relied upon by any persons who become Lenders or Hedging Providers pursuant to the primary syndication of the Facility:

- (a) a legal opinion of Norton Rose Fulbright LLP on matters of English law;
- (b) a legal opinion of Moalem Weitemeyer Advokatpartnerselskab on matters of Danish law;
- (c) legal opinion of Advokatfirmaet BAHR AS on matters of Norwegian law;
- (d) a legal opinion from legal counsel on matters of law of the relevant Flag State of Ship A; and
- (e) such other opinions or confirmations from relevant legal counsel selected by the Agent in respect of any matters in relation to this Agreement as the Agent shall deem necessary or desirable.

### **6 Insurance**

In relation to the Ship A's Insurances:

- (a) an opinion from insurance consultants appointed by the Agent on such Insurances;

- (b) evidence that such Insurances have been placed in accordance with clause 27 (*Insurance*); and
- (c) evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking (including fleet premium lien waivers) in favour of the Agent in an approved form in relation to the Insurances provided the same is requested at least 5 Business Days prior to the date on which the Utilisation Request is delivered.

**7 ISM and ISPS Code**

Copies of:

- (a) the document of compliance issued in accordance with the ISM Code to the person who is the operator of Ship A for the purposes of that code; and
- (b) if so requested by the Agent no later than 5 Business Days prior to the date on which the Utilisation Request is delivered by the Borrower (or Guarantor A on its behalf), any other certificates issued under any applicable code required to be observed by Ship A or in relation to its operation under any applicable law.

**8 Value of security**

Valuations of Ship A obtained (not more than 60 days before the Utilisation Date) in accordance with clause 28 (*Minimum security value*) showing the market value of Ship A.

**9 Construction matters**

- (a) Evidence that any Authorisations required from any government entity for the export of Ship A by the Builder have been obtained or that no such Authorisations are required.
- (b) Evidence of the full Contract Price for Ship A (as adjusted in accordance with the relevant Building Contract, including amounts payable thereunder in respect of any variation orders for equipment or liquidated damages) showing that the amount of the Loan is in compliance with the requirements of 5.3 (*Currency and amount*).
- (c) Evidence that the full Contract Price for Ship A (as adjusted in accordance with its Building Contract, including amounts payable thereunder in respect of any variation orders for equipment) will have been paid upon the Utilisation being made and that the relevant Builder will not have any lien or other right to detain Ship A on its Delivery.
- (d) Evidence that the amount of the Contract Price for Ship A paid by the Borrower (excluding such portion of the Contract Price falling due on Delivery in settlement of which the Advances paid to the Borrower or, as the case may be, the Builder pursuant to clause 5.4(d) (*Lenders' participation*) shall be applied) is greater than the Total EIFO Guaranteed Commitments.
- (e) A copy of the builder's certificate and (if applicable) any bill of sale conveying title of Ship A to the relevant Owner and the relevant protocol of delivery and acceptance and commercial invoice and, if so requested by the Agent no later than 5 Business Days prior to the date on which the Utilisation Request is delivered, any other certificates or documents required under the relevant Building Contract.
- (f) Evidence that an independent third-party assessment has been carried out to ascertain that the relevant Builder in respect of Ship A has implemented appropriate management systems and practices with respect to environmental issues, health & safety and labour & working conditions, in substance and form satisfactory to the ECAs.



**10 Fees and expenses**

Evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clause 13 (*Fees*) and clause 18 (*Costs and expenses*) have been paid or will be paid by the Utilisation Date.

**11 Inventory of Hazardous Materials**

A copy of the certificate being the document listing all the potentially hazardous materials on board Ship A.

**12 Initial Bareboat Charter**

In relation to Ship A's Initial Bareboat Charter, a copy of such Initial Bareboat Charter executed by all parties to it (i) evidencing that the Initial Bareboat Charterer and the terms of such Initial Bareboat Charter reflect the terms of the form of Initial Bareboat Charter provided to the Agent as described in Schedule 2 (*Ship information*) and, providing for charter hire which, for the entire tenor of the same, is not less than the Minimum Bareboat Charter Hire or (ii) in such form and substance acceptable to the Majority Lenders.

**13 Initial Charters**

In relation to Ship A's Initial Charters:

- (a) to the extent such disclosure does not constitute a breach of the relevant Initial Charter, a description of the main terms of each Initial Charter; and
- (b) a copy of the timeline and particulars of employment as described in Schedule 2 (*Ship information*) (updated to the extent that there have been any changes to such timeline and particulars of employment) certified by an approved person as being a true and complete copy as at a date no earlier than a date approved for this purpose, evidencing that Ship A's Initial Charters provide for a minimum aggregate fixed hire period or total employment or service of at least 16 months over the course of a maximum period of 30 months from Delivery.

**14 Management**

Where a manager of Ship A has been approved in accordance with clause 25.4 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of the Management Agreement relating to Ship A in form and substance in all respects approved.

**15 Process Agent**

Evidence that any process agent of any Obligor referred to in any provision of any Finance Document to be entered into under this Part 2 has accepted its appointment.

**16 ECA Policies**

- (a) An original counterpart of each ECA Policy, duly executed by the relevant ECA, in form and substance satisfactory to the Agent, the ECA Agent and the Lenders.
- (b) A legal opinion of the legal advisers to the Agent in Denmark, substantially in the form approved by the Security Agent and the Lenders, which shall include confirmation that the EIFO Guarantee Policy has been duly issued for the benefit of the Lenders by EIFO and that it is in full force and effect.
- (c) A legal opinion of the legal advisers to the Agent in Norway, substantially in the form approved by the Security Agent and the Lenders, which shall include confirmation that the Eksfin Guarantee has been duly issued for the benefit of the Lenders by Eksfin and that it is in full force and effect.

- (d) Documents evidencing that the ECA Premium and ECA Fees in relation to each ECA Policy and any costs and expenses which are then due and payable to any ECA have been paid by the Borrower and received by each ECA in full, including a copy of each invoice or invoices for each ECA Premium and each ECA Fee in relation to each ECA Policy.
- (e) Eksfin has received an itemised statement, fee letter or list (in form and substance satisfactory to Eksfin) specifying all other premiums, fees, charges, commissions, etc. payable by the Borrower or any other Obligor to any party under or in relation to this Agreement.
- (f) Confirmation from the ECA Agent to the Agent (in a manner satisfactory to the Agent) that each ECA has confirmed: (i) that the relevant ECA Policy has become effective and (ii) it has, or will upon the Delivery Date have, received in full the ECA Fees and the relevant portion of the ECA Premium and due and payable.
- (g) The Agent has not been informed in writing that any ECA intends to, nor that either ECA has stipulated in writing its intention to, repudiate or suspend the application of its ECA Policy.
- (h) No ECA has instructed the ECA Agent that the relevant ECA Advance should not be permitted or made available by the Lenders or, as the case may be, the Agent.
- (i) A copy of the relevant exporter declaration in the form required by any ECA duly signed by an authorised signatory of the relevant Builder in respect of Ship A (including, without limitation, in the case of Eksfin to the extent that the duly signed Eksfin standard exporter declarations have not already been delivered to Eksfin, no later than ten Business Days prior to the Delivery Date, Eksfin shall have received copies of the duly signed Eksfin standard exporter declarations from the relevant exporters).
- (j) A due diligence report (prepared in-house by Eksfin or by an external environmental and social consultant of international repute) in relation to all relevant environmental and social laws and standards in relation to Ship A. Any fee payable to an external consultant, if applicable, shall be paid by the Borrower (or any other Obligor as applicable).
- (k) Confirmation from EIFO that:
  - (i) it has received a list in form satisfactory to it of all equipment sourced from Denmark and other countries outside the Republic of Korea to justify EIFO support; and
  - (ii) EIFO accepts the terms of this Agreement and the other Finance Documents or that it does not wish or intend to review them.

**17 Debt Service Reserve Account balances**

Evidence that the Borrower is in compliance with the minimum credit balances of any Debt Service Reserve Account required under clause 30.3 (*Debt Service Reserve Account*).

**18 Employment Compliance Certificate**

An Employment Compliance Certificate, duly executed by the chief financial officer of Guarantor A.

**19 People with Significant Control (PSC) regime**

In respect of any Obligor incorporated in the United Kingdom, either:

- (a) a certificate of an authorised signatory of the relevant Obligor certifying that:
  - (i) each Group Member has complied within the relevant timeframe with any notice it has received pursuant to Part 21A of the Companies Act 2006 from that Obligor; and

(ii) no “warning notice” or “restrictions notice” (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued in respect of its shares,

together with a copy of the “PSC register” (within the meaning of section 790C(10) of the Companies Act 2006) of the relevant Obligor, which is certified by an authorised signatory of the relevant Obligor to be correct, complete and not amended or superseded as at a date no earlier than the date three Business Days before the proposed Utilisation Date; or

(b) a certificate of an authorised signatory of the relevant Obligor certifying that it is not required to comply with Part 21A of the Companies Act 2006.

Conditions precedent on Delivery (Collateral Ship)

1 Corporate documents

- (a) A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended (or, to the extent that there have been any changes to such copy documents, the documents listed in paragraph 1 of Part 1 of this Schedule).
- (b) A certificate of an authorised signatory of each other Original Obligor which is party to any of the Original Security Documents required to be executed at or before delivery of the Collateral Ship from the relevant Builder to the Collateral Guarantor under the relevant Building Contract certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended (or, to the extent that there have been any changes to such copy documents, the documents listed in paragraph 1 of Part 1 of this Schedule).
- (c) If the Flag State of the Collateral Ship is the Republic of the Marshall Islands, a Certificate of Goodstanding issued by the Registrar of Corporations of the Republic of the Marshall Islands in respect of the status of the Collateral Guarantor as a Foreign Maritime Entity (or any equivalent certificate of goodstanding required by any other applicable Flag State).

2 Security

- (a) The Collateral Mortgage, the Collateral General Assignment and (if applicable) the Collateral Deed of Covenant in respect of the Collateral Ship duly executed by the relevant Owner.
- (b) The Collateral General Assignment in respect of the Collateral Ship executed by the relevant Bareboat Charterer.
- (c) Duly executed notices of assignment (including notices of assignment of the Earnings or, with respect to an Initial Charter for the Collateral Ship for which a Quiet Enjoyment Agreement is to be entered into, all the rights under each Initial Charter for the Collateral Ship, subject to the terms of clause 25.8(e)(ii) (*Chartering*)) and (on a reasonable efforts basis, unless such notice relates to an assignment of a Bareboat Charter or a charter commitment for the Collateral Ship for which a Quiet Enjoyment Agreement is to be entered into where the Collateral Ship has already been delivered under such charter commitment) acknowledgements of those notices as required by any of the above Security Documents, provided that no notices should be given in respect of a charter commitment or any guarantee in respect of a charter commitment (as applicable) ) if such charter commitment is not a Charter (and such guarantee is not a Charter Guarantee) or if an assignment would be in conflict with the relevant charter commitment or guarantee (but without prejudice to the provisions of clause 25.8(e) (*Chartering*)).
- (d) A Collateral Subordination Deed, if and to the extent required under the provisions of 31.3 (*Financial Indebtedness*) or 31.5 (*Loans and credit*) on account of any Financial Indebtedness incurred by the Collateral Guarantor.
- (e) Each Quiet Enjoyment Agreement required as a condition to the granting of a Collateral Mortgage under a charter commitment for the Collateral Ship and/or the assignment of any rights under a charter commitment for the Collateral Ship, where the Collateral Ship is to be delivered under such charter commitment on or has been delivered prior to the Utilisation, duly executed by the Collateral Guarantor or, as applicable, Bareboat Charterer,

the Security Agent and the relevant charterer (the Collateral Guarantor hereby representing that no such charter commitment exists at the relevant time for the Collateral Ship).

### **3 Delivery and registration of Collateral Ship**

Evidence that the Collateral Ship:

- (a) is (or will upon the release of the proceeds of the Utilisation (as defined in the Collateral Facility Agreement) be) legally and beneficially owned by the Collateral Guarantor and registered in the name of the Collateral Guarantor free from any Security Interests (other than Security Interests created under the Finance Documents and/or the Collateral Finance Documents) through the relevant Registry as a ship under the laws and flag of the relevant Flag State;
- (b) is classed with the relevant Classification free of overdue requirements and overdue recommendations of the relevant Classification Society affecting class (including by way of an interim class certificate);
- (c) is insured in the manner required by the Finance Documents;
- (d) has been delivered to, and accepted for service by, the Bareboat Charterer under the relevant Bareboat Charter;
- (e) is free of any charter commitment (other than a Bareboat Charter and the Initial Charters for the Collateral Ship) which would require approval under the Finance Documents; and
- (f) is not subject to any prior registration (other than through the relevant Registry in the relevant Flag State) or that any prior registration has been or will (within such period as may be approved) be cancelled.

### **4 Mortgage registration**

Evidence that the Collateral Mortgage in respect of the Collateral Ship has been (or will upon the release of the proceeds of the Utilisation (as defined in the Collateral Facility Agreement) be) registered against the Collateral Ship through the relevant Registry under the laws and flag of the relevant Flag State.

### **5 Legal opinions**

The following further legal opinions, each addressed to the Agent, the Security Agent, each ECA, the Original Lenders and the Original Hedging Providers, substantially in the form distributed to the Original Lenders, the Original Hedging Providers and each ECA and approved by the Agent prior to signing this Agreement in relation to the Security Documents and each ECA Policy for the relevant Ship and capable of being relied upon by any persons who become Lenders or Hedging Providers pursuant to the primary syndication of the Facility:

- (a) a legal opinion of Norton Rose Fulbright LLP on matters of English law;
- (b) a legal opinion of Moalem Weitemeyer Advokatpartnerselskab on matters of Danish law;
- (c) legal opinion of Advokatfirmaet BÅHR AS on matters of Norwegian law;
- (d) a legal opinion from legal counsel on matters of law of the relevant Flag State of the Collateral Ship; and
- (e) such other opinions or confirmations from relevant legal counsel selected by the Agent in respect of any matters in relation to this Agreement as the Agent shall deem necessary or desirable.

**6 Insurance**

In relation to the Collateral Ship's Insurances:

- (a) an opinion from insurance consultants appointed by the Agent on such Insurances;
- (b) evidence that such Insurances have been placed in accordance with clause 27 (*Insurance*); and
- (c) evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking (including fleet premium lien waivers) in favour of the Agent in an approved form in relation to the Insurances provided the same is requested at least 5 Business Days prior to the date on which the Utilisation Request under the Collateral Facility Agreement is delivered.

**7 ISM and ISPS Code**

Copies of:

- (a) the document of compliance issued in accordance with the ISM Code to the person who is the operator of the Collateral Ship for the purposes of that code; and
- (b) if so requested by the Agent no later than 5 Business Days prior to the date on which the Utilisation Request is delivered by the Collateral Guarantor (or Guarantor A on its behalf) under the Collateral Facility Agreement, any other certificates issued under any applicable code required to be observed by the Collateral Ship or in relation to its operation under any applicable law.

**8 Inventory of Hazardous Materials**

A copy of the certificate being the document listing all the potentially hazardous materials on board the Collateral Ship.

**9 Initial Bareboat Charter**

In relation to the Collateral Ship's Initial Bareboat Charter, a copy of such Initial Bareboat Charter executed by all parties to it (i) evidencing that the terms of such Initial Bareboat Charter reflect the terms of the form of Initial Bareboat Charter provided to the Agent as described in Schedule 2 (*Ship information*) and, providing for charter hire which, for the entire tenor of the same, is not less than the Minimum Bareboat Charter Hire or (ii) in such form and substance acceptable to the Majority Lenders.

**10 Initial Charters**

In relation to the Collateral Ship's Initial Charters:

- (a) to the extent such disclosure does not constitute a breach of the relevant Initial Charter, a description of the main terms of each Initial Charter; and
- (b) a copy of the timeline and particulars of employment provided to the Agent as described in Schedule 2 (*Ship information*) (updated to the extent that there have been any changes to such timeline and particulars of employment) certified by an approved person as being a true and complete copy as at a date no earlier than a date approved for this purpose, evidencing that the Collateral Ship's Initial Charters provide for a minimum aggregate fixed hire period or total employment or service of at least 16 months over the course of a maximum period of 30 months from the delivery of the Collateral Ship from the relevant Builder to the Collateral Guarantor under the relevant Building Contract.

**11 Management**

Where a manager of the Collateral Ship has been approved in accordance with clause 25.4 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of the Management Agreement relating to the Collateral Ship in form and substance in all respects approved.

**12 Process Agent**

Evidence that any process agent of any Obligor referred to in any provision of any Finance Document to be entered into under this Part 3 has accepted its appointment.

**13 Employment Compliance Certificate**

An Employment Compliance Certificate (as defined in the Collateral Facility Agreement), duly executed by the chief financial officer of Guarantor A.

**14 People with Significant Control (PSC) regime**

In respect of any Obligor incorporated in the United Kingdom, either:

- (a) a certificate of an authorised signatory of the relevant Obligor certifying that:
  - (i) each Group Member has complied within the relevant timeframe with any notice it has received pursuant to Part 21A of the Companies Act 2006 from that Obligor; and
  - (ii) no “warning notice” or “restrictions notice” (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued in respect of its shares,  
  
together with a copy of the “PSC register” (within the meaning of section 790C(10) of the Companies Act 2006) of the relevant Obligor, which is certified by an authorised signatory of the relevant Obligor to be correct, complete and not amended or superseded as at a date no earlier than the date three Business Days before the proposed Utilisation Date (as defined in the Collateral Facility Agreement); or
- (b) a certificate of an authorised signatory of the relevant Obligor certifying that it is not required to comply with Part 21A of the Companies Act 2006.

**15 Ancillary facilities**

A copy of any facility agreement entered into pursuant to clause 6 (*Ancillary Facilities*) of the Collateral Facility Agreement between the Collateral Guarantor and an Ancillary Lender (as defined in the Collateral Facility Agreement) duly executed by the Collateral Guarantor, constituting an Ancillary Facility (as defined in the Collateral Facility Agreement).

**Part 4**  
**Conditions precedent for Additional Guarantors**

- 1 An Accession Deed duly executed by the relevant Additional Guarantor and Guarantor A.
  - 2 A copy of the Constitutional Documents of the relevant Additional Guarantor.
  - 3 A copy of a resolution of the board of directors of the relevant Additional Guarantor:
    - (a) approving the terms of, and the transactions contemplated by, the Accession Deed and the Finance Documents and resolving that it execute, deliver and perform the Accession Deed and any other Finance Document to which it is party;
    - (b) authorising a specified person or persons to execute the Accession Deed and other Finance Documents on its behalf;
    - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party; and
    - (d) authorising Guarantor A to act as its agent in connection with the Finance Documents
  - 4 A specimen of the signature of each person authorised by the resolution referred to in paragraph 3 above.
  - 5 If applicable, a copy of a resolution signed by all the holders of the issued shares in the relevant Additional Guarantor, approving the terms of, and the transactions contemplated by, the Accession Deed and the Finance Documents.
  - 6 A certificate of the relevant Additional Guarantor (signed by an authorised signatory) confirming that guaranteeing or securing, as appropriate, the Total Commitments would not cause any guarantee, security or similar limit binding on it to be exceeded.
  - 7 A certificate of an authorised signatory of the relevant Additional Guarantor certifying that each copy document listed in this Part 4 of Schedule 3 (*Conditions precedent*) in respect of the Additional Guarantor is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the Accession Deed.
  - 8 A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by the Accession Deed or for the validity and enforceability of any Finance Document.
  - 9 If available, the latest audited financial statements of the relevant Additional Guarantor.
  - 10 The following legal opinions, each addressed to the Agent, the Security Agent and the Lenders:

A legal opinion of Norton Rose Fulbright LLP, legal advisers to the Agent in England, as to English law in the form distributed to the Lenders, the Agent and each ECA prior to signing the Accession Deed.

A legal opinion of the legal advisers to the Agent in the jurisdiction of incorporation of the relevant Additional Guarantor and the jurisdiction of the governing law of each Finance Document to which it is a party (an **Applicable Jurisdiction**) as to the law of each Applicable Jurisdiction and in the form distributed to the Lenders, the Agent and each ECA prior to signing the Accession Deed.
-



- 11 If the relevant Additional Guarantor is incorporated in a jurisdiction other than England and Wales, evidence that the process agent specified in clause 57.2 (*Service of process*), if not an Obligor, has accepted its appointment in relation to that Additional Guarantor.
- 12 Any Finance Documents which are required by the Agent to be executed by the relevant Additional Guarantor.
- 13 Such documentary evidence as legal counsel to the Agent may require, that the relevant Additional Guarantor has complied with any law in its jurisdiction relating to financial assistance or analogous process.

**Part 5**  
**Conditions subsequent**

**1 Bank Accounts**

No later than the date falling one month from the date of this Agreement, evidence that the balance standing to the credit of any existing accounts maintained by an Owner (other than any Account) has been transferred to the Earnings Account of that Owner.

No later than the date falling three months from the date of this Agreement, evidence that any existing accounts maintained by an Owner (except any Account (as defined in the Collateral Facility Agreement)) have been closed.

**2 Security**

In respect of each Initial Charter where the relevant Ship has not been delivered to the relevant charterer under such Initial Charter at the time of Utilisation or, as applicable, Utilisation (as defined in the Collateral Facility Agreement), no later than the date falling ten Business Days prior to the delivery of the relevant Ship to the relevant charterer:

duly executed acknowledgements of any notice of assignment as required pursuant to paragraph 2 of Part 2 (*Conditions precedent on Delivery (Ship A)*) or, as applicable, paragraph 2 of Part 3 (*Conditions precedent on Delivery (Collateral Ship)*) of Schedule 3 (*Conditions precedent*) which relate to an assignment of all the rights (including to Earnings) of the relevant Owner or Bareboat Charterer under such Initial Charter (and any related Charter Guarantee) or, as applicable, an assignment of Earnings under such Initial Charter (and any related Charter Guarantee), for which a Quiet Enjoyment Agreement is to be entered into; and

each Quiet Enjoyment Agreement required as a condition to the granting of a Mortgage under a Charter or any other charter commitment and/or the assignment of all the rights (including to Earnings) of the relevant Owner or Bareboat Charterer under such Charter or charter commitment, or, as applicable, the assignment of Earnings under a Charter or any other charter commitment in place at the time of Utilisation, in agreed form by all parties thereto.

**Schedule 4  
Utilisation Request**

From: [Seajacks 1 Limited]  
[Cadeler A/S]  
To: [Société Générale as Agent]  
Dated: [●]

Dear Sirs

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green  
Term Loan Facility of up to €212,132,587.53 dated [●] 2024 (the Facility Agreement)**

- 1 We refer to the Facility Agreement. This is a Utilisation Request. Terms defined in the Facility Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
- 2 We wish to borrow the Advances under the Facility on the following terms:

Proposed Utilisation Date:	[●] (or, if that is not a Business Day, the next Business Day)
Amount of the Eksfin Guaranteed Advance:	€[●]
Amount of the EIFO Guaranteed Advance:	€[●]
Amount of the KEXIM Direct Advance:	€[●]
Amount of the Commercial Advance:	€[●]
- 3 We request that an amount of €[●] be made available for pre-placement with the Builder's Bank on [●] and in accordance with the terms of clause 5.5 (*Pre-placement of Advances*) of the Facility Agreement.
- 4 We request that an amount of €[●] (being the Retained Portion) be retained by the Agent and an amount equal to the Retained Portion shall be made available to the Borrower promptly after the Release (as defined in clause 5.5(c) (*Pre-placement of Advances*)) of the Facility Agreement.
- 5 The purpose of this Advance is [specify purpose complying with clause 3 (*Purpose*) of the Facility Agreement] [and its proceeds should be credited to [●] [specify account]].
- 6 We confirm that each condition specified in clause 4.3 (*Further conditions precedent*) of the Facility Agreement is satisfied on the date of this Utilisation Request.
- 7 We request that the first Interest Period for the Advances be [3] Months.
- 8 The final Contract Price for Ship A is €[●].
- 9 This Utilisation Request is irrevocable and cannot be varied without the prior written consent of the Majority Lenders, KEXIM and the ECAs.

Yours faithfully

\_\_\_\_\_

authorised signatory for  
**Seajacks 1 Limited]**

[\_\_\_\_\_  
authorised signatory for  
**Cadeler A/S]**

**Schedule 5  
Selection Notice**

From: Seajacks 1 Limited  
To: [Société Générale as Agent]  
Dated: [●]

Dear Sirs

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green  
Term Loan Facility of up to €212,132,587.53 dated [●] 2024 (the Facility Agreement)**

- 1 We refer to the Facility Agreement. This is a Selection Notice. Terms defined in the Facility Agreement have the same meaning in this Selection Notice unless given a different meaning in this Selection Notice.
- 2 We request that the next Interest Period for the Advances to be [●] Months.
- 3 This Selection Notice is irrevocable.

Yours faithfully

\_\_\_\_\_  
authorised signatory for  
**Seajacks 1 Limited**

**Schedule 6**  
**Original Schedule of Repayment Amounts**

	Commercial Advance	EIFO Guaranteed Advance	Eksfin Guaranteed Advance	KEXIM Advance	Amount of Loan
	€63,639,776.26	€70,645,990.16	€21,894,418.44	€55,952,402.67	€212,132,587.53
	Amount of instalments				
First	1,325,828.77	1,471,791.54	456,133.60	1,165,674.85	207,713,158.77
Second	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	203,293,729.86
Third	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	198,874,300.95
Fourth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	194,454,872.04
Fifth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	190,035,443.13
Sixth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	185,616,014.22
Seventh	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	181,196,585.31
Eighth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	176,777,156.40
Ninth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	172,357,727.49
Tenth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	167,938,298.58
Eleventh	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	163,518,869.67
Twelfth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	159,099,440.76
Thirteenth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	154,680,011.85
Fourteenth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	150,260,582.94
Fifteenth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	145,841,154.03
Sixteenth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	141,421,725.12
Seventeenth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	137,002,296.21
Eighteenth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	132,582,867.30
Nineteenth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	128,163,438.39
Twentieth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	123,744,009.48
Twenty-first	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	119,324,580.57
Twenty-second	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	114,905,151.66
Twenty-third	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	110,485,722.75

Twenty-fourth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	106,066,293.84
Twenty-fifth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	101,646,864.93
Twenty-sixth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	97,227,436.02
Twenty-seventh	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	92,808,007.11
Twenty-eighth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	88,388,578.20
Twenty-ninth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	83,969,149.29
Thirtieth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	79,549,720.38
Thirty-first	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	75,130,291.47
Thirty-second	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	70,710,862.56
Thirty-third	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	66,291,433.65
Thirty-fourth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	61,872,004.74
Thirty-fifth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	57,452,575.83
Thirty-sixth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	53,033,146.92
Thirty-seventh	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	48,613,718.01
Thirty-eighth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	44,194,289.10
Thirty-ninth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	39,774,860.19
Fortieth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	35,355,431.28
Forty-first	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	30,936,002.37
Forty-second	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	26,516,573.46
Forty-third	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	22,097,144.55
Forty-fourth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	17,677,715.64
Forty-fifth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	13,258,286.73
Forty-sixth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	8,838,857.82
Forty-seventh	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	4,419,428.91
Forty-eighth	1,325,828.67	1,471,791.46	456,133.72	1,165,675.06	0

**Schedule 7**  
**Form of Accession Deed**

To: Société Générale as Agent and as Security Agent for the other Finance Parties to the Facility Agreement referred to below

From: [insert Additional Guarantor name]

Dated: [●]

Dear Sirs

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green  
Term Loan Facility of up to €212,132,587.53 dated [●] 2024 (the Facility Agreement)**

- 1 We refer to the Facility Agreement. This deed (the **Accession Deed**) shall take effect as an Accession Deed for the purposes of the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this Accession Deed unless given a different meaning in this Accession Deed.
  - 2 With effect on the date of this Accession Deed, [●] (the **NewCo**) agrees to become an Additional Guarantor and to be bound by the terms of the Facility Agreement and the other Finance Documents as an Additional Guarantor pursuant to clause 36.5 (*Additional Guarantors*) of the Facility Agreement. [●] is a [company duly incorporated] under the laws of [name of relevant jurisdiction] with registered number [●].
  - 3 With effect on the date of this Accession Deed, the NewCo shall be, and is hereby made, an additional party to the Facility Agreement, as joint and several guarantor with the Guarantors as at the date of the Facility Agreement (the **Original Guarantors**) and any other Additional Guarantor previously made a guarantor under the Facility Agreement (a **Previously Acceded Additional Guarantor**), and the Facility Agreement shall henceforth be construed and treated in all respects as if references therein to “Guarantors” included references to the NewCo in addition to the Original Guarantors and any Previously Acceded Additional Guarantor.
  - 4 The NewCo hereby agrees with the Finance Parties, the Original Guarantors, any Previously Acceded Additional Guarantor [and Guarantor A] that, as and with effect from the date of this Accession Deed, it shall, jointly and severally with the Original Guarantors and any Previously Acceded Guarantor:
    - (a) be bound by the terms of the Facility Agreement as if the NewCo had all times been named therein as Guarantor;
    - (b) duly and punctually perform all the liabilities and obligations whatsoever from time to time to be performed or discharged by the Original Guarantors and any Previously Acceded Additional Guarantor under the Facility Agreement (and for which the Original Guarantors, any Previously Acceded Additional Guarantor and NewCo hereby agree to be jointly and severally liable); and
    - (c) without prejudice to the generality of paragraphs (a) and (b) above, be [indebted for][a guarantor under the Guarantee in respect of] the full amount of the Loan, interest thereon and all other sums which may be or become due to the Finance Parties pursuant to the Facility Agreement.
  - 5 Guarantor A confirms that no Default is continuing or would occur as a result of NewCo becoming an Additional Guarantor.
  - 6 NewCo’s administrative details for the purposes of the Facility Agreement are as follows:

Address: [●]
-



Attention: [●]

7 This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS ACCESSION DEED** has been signed on behalf of the Agent, signed on behalf of the Security Agent, executed as a deed by Guarantor A and executed as a deed by *[Additional Guarantor]* and is delivered on the date stated above.

**EXECUTED as a DEED** )  
by )  
for and on behalf of )  
[●] ) Attorney-in-fact  
as NewCo and Additional Guarantor )  
in the presence of: )

\_\_\_\_\_  
Witness  
Name:  
Address:  
Occupation:

**EXECUTED as a DEED** )  
by )  
for and on behalf of )  
**CADELER A/S** ) Attorney-in-fact  
as Guarantor A )  
in the presence of: )

\_\_\_\_\_  
Witness  
Name:  
Address:  
Occupation:

**THE AGENT**

**[SOCIETE GENERALE]**

By:

**THE SECURITY AGENT**

**[SOCIETE GENERALE]**

By:

**Schedule 8**  
**Form of Transfer Certificate**

To: **[Société Générale]** as Agent

From: **[The Existing Lender]**, a company incorporated in **[insert jurisdiction of incorporation]** (the **Existing Lender**), and **[The New Lender]**, a company incorporated in **[insert jurisdiction of incorporation]** (the **New Lender**)

Dated:

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green  
Term Loan Facility of up to €212,132,587.53 dated [●] 2024 (the Facility Agreement)**

- 1 We refer to the Facility Agreement. This agreement (the **Agreement**) shall take effect as a Transfer Certificate for the purposes of the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
- 2 We refer to clause 35.8 (*Procedure for assignment*) of the Facility Agreement:
  - (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Facility Agreement and the other Finance Documents which correspond to that portion of the Existing Lender's Commitment and participations in the Advances under the Facility Agreement as specified in Schedule 1.
  - (b) The Existing Lender is released from the obligations owed by it which correspond to that portion of the Existing Lender's Commitment and participations in the Advances under the Facility Agreement specified in Schedule 1 (but the obligations owed by the Obligor under the Finance Documents shall not be released).
  - (c) On the Transfer Date the New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.
  - (d) The proposed Transfer Date is [●].
  - (e) The Facility Office and address, email address and attention details for notices of the New Lender for the purposes of clause 47.2 (*Addresses*) of the Facility Agreement are set out in Schedule 1.
- 3 The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in clause 35.7 (*Limitation of responsibility of Existing Lenders*) of the Facility Agreement.
- 4 The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is [a Qualifying Lender (other than a Treaty Lender)][a Treaty Lender][not a Qualifying Lender].
- 5 [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
  - (i) a company resident in the United Kingdom for United Kingdom tax purposes;
  - (ii) a partnership each member of which is:
    - (A) a company so resident in the United Kingdom; or
    - (B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19

of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or

- (iii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.]

6 [The New Lender provides a QPP Certificate in the form set out in Schedule 2.]

7 [The New Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number [●]) and is tax resident in [●], so that interest payable to it by the Borrower is generally subject to full exemption from UK withholding tax and that that it wishes that scheme to apply to the Facility Agreement.]

8 This Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with clause 35.9 (*Copy of Transfer Certificate to Borrower*) of the Facility Agreement, to the Borrower (on behalf of each Obligor) of the assignment referred to in this Agreement.

9 This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

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

11 This Agreement has been entered into on the date stated at the beginning of this Agreement.

**Note: The execution of this Transfer Certificate may not assign a proportionate share of the Existing Lender's interest in any ECA Policy or in the Security Documents in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect an assignment of such a share in the Existing Lender's interest in any ECA Policy or the Security Documents in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.**

**Schedule 1**

**Rights to be assigned and obligations to be released and undertaken**

[insert relevant details]

[Facility Office address, email address and attention details for notices and account details for payments.]

[Existing Lender] [New Lender]

By: By:

This Agreement is accepted by the Agent as a Transfer Certificate for the purposes of the Facility Agreement and the Transfer Date is confirmed as [●].

Signature of this Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party.

[SOCIETE GENERALE] as Agent

By:

Schedule 2

Form of New Lender QPP Certificate<sup>1</sup>

To: Seajacks 1 Limited as the Borrower

From: *[Name of New Lender]*

Dated: [●]

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green  
Term Loan Facility of up to €212,132,587.53 dated [●] 2024 (the Facility Agreement)**

1. We refer to the Facility Agreement. This is a QPP Certificate. Terms defined in the Facility Agreement have the same meaning in this QPP Certificate unless given a different meaning in this QPP Certificate.
  2. We confirm that:
    - (a) we are beneficially entitled to all interest payable to us as a Lender under the Loan;
    - (b) we are a resident of a qualifying territory; and
    - (c) we are beneficially entitled to the interest which is payable to us on the Loan for genuine commercial reasons, and not as part of a tax advantage scheme.
- These confirmations together form a creditor certificate.
3. In this QPP Certificate the terms “resident”, “qualifying territory”, “scheme”, “tax advantage scheme” and “creditor certificate” have the meaning given to them in the Qualifying Private Placement Regulations 2015 (2015 No. 2002).

*[Name of New Lender]*

By:

*[This QPP Certificate is required where a lender is a person eligible for the UK withholding tax exemption for qualifying private placements; a separate QPP Certificate should be provided by each such lender.]*

---

<sup>1</sup> A QPP Certificate is to be executed alongside the Transfer Certificate if the New Lender is a person eligible for the UK withholding tax exemption for qualifying private placements.

**Schedule 9**  
**Form of Compliance Certificate**

To: **[Société Générale]** as Agent

From: **Cadeler A/S**, a company incorporated in Denmark, as Guarantor A

Dated: **[●]**

Dear Sirs

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green  
Term Loan Facility of up to €212,132,587.53 dated [●] 2024 (the Facility Agreement)**

**1 Financial Covenants**

I/We confirm that as at the Measurement Period ended on [30 June] [31 December] [●]:

- (a) **Equity Ratio:** the Equity Ratio is [●]:1.0, calculated as shown in Appendix A and compared against a minimum ratio which is 0.35:1.0.
- (b) **Liquidity:** Cadeler A/S (on a consolidated basis) maintains Cash and Cash Equivalents of €[●], calculated as shown in Appendix B and compared against a minimum required amount of €[●].
- (c) **Working Capital:** the Working Capital was higher than zero (0), being €[●], calculated as shown in Appendix C.

**2 Security Requirement**

We confirm that the Security Value is €[●] calculated as shown in Appendix D, compared against a Minimum Value of €[●], calculated as shown in Appendix E.

**3 Distributions**

For the purposes of clause 31.13 (*Distributions and other payments by Group*), the ratio of (a) Net Interest Bearing Debt to (b) EBITDA, was [not] lower than 2.75:1.00.

**4 Default**

[I/We confirm that no Default has occurred and is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

Signed by:

---

**Chief Financial Officer**  
**CADELER A/S**

**Schedule 10**  
**Form of Green Loan Compliance Certificate**

To: [Société Générale as Agent]

From: Seajacks 1 Limited

Dated: [●]

Dear Sirs

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green  
Term Loan Facility of up to €212,132,587.53 dated [●] 2024 (the Facility Agreement)**

1 We refer to the Facility Agreement. This is a Green Loan Compliance Certificate. Terms defined in the Facility Agreement have the same meaning when used in this Green Loan Compliance Certificate unless given a different meaning in this Green Loan Compliance Certificate.

2 This Green Loan Compliance Certificate is delivered with respect to the financial year ending [●] (the **Relevant Financial Year**).

3 We confirm that *[Insert details re compliance with the Green Asset Criteria]*

4 As shown above, the Green Asset Criteria were [not] complied with.

[Set out relevant calculations in reasonable detail]

5 We confirm that the Green Loan Report relating to the Relevant Financial Year and attached hereto is a correct and complete copy of the original and has not been amended or superseded as at the date of this Green Loan Compliance Certificate.

signed

\_\_\_\_\_  
*Director*

**Seajacks 1 Limited**

**Schedule 11**  
**Forms of Notifiable Debt Purchase Transaction Notice**

**Part 1**  
**Form of Notice on Entering into Notifiable Debt Purchase Transaction**

To: **Société Générale** as Agent

From: [The Lender]

Dated:

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green  
Term Loan Facility of up to €212,132,587.53 dated [●] 2024 (the Facility Agreement)**

- 1 We refer to clause 36.3(b) (*Disenfranchisement of Debt Purchase Transactions entered into by Guarantor A Affiliates*) of the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this notice unless given a different meaning in this notice.
- 2 We have entered into a Notifiable Debt Purchase Transaction.
- 3 The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

<b>Commitment</b>	<b>Amount of our Commitment to which Notifiable Debt Purchase Transaction relates</b>
[●]	<i>[insert amount (of Commitment) to which the relevant Debt Purchase Transaction applies]</i>

[Lender]

By:



**Part 2**  
**Form of Notice on Termination of Notifiable Debt Purchase Transaction /**  
**Notifiable Debt Purchase Transaction ceasing to be with Guarantor A Affiliate**

To: **Société Générale as Agent**

From: [The Lender]

Dated:

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green  
Term Loan Facility of up to €212,132,587.53 dated [●] 2024 (the Facility Agreement)**

- 1 We refer to clause 36.2 (*Prohibition on Debt Purchase Transactions by the Group*) of the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this notice unless given a different meaning in this notice.
- 2 A Notifiable Debt Purchase Transaction which we entered into and which we notified you of in a notice dated [●] has [terminated]/[ceased to be with a Guarantor A Affiliate].
- 3 The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

**Commitment**

**Amount of our Commitment to which Notifiable Debt  
Purchase Transaction relates (Base Currency)**

[●]

*[insert amount (of Commitment) to which the relevant Debt  
Purchase Transaction applies]*

[Lender]

By:

**Schedule 12**  
**Form of Employment Compliance Certificate**

To: [The Agent]

From: **Cadeler A/S**, a company incorporated in Denmark, as Guarantor A

Dated: [●]

Dear Sirs,

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green  
Term Loan Facility of up to €212,132,587.53 dated [●] 2024 (the Facility Agreement)**

- 1 We refer to the Facility Agreement. This is an Employment Compliance Certificate. Terms defined in the Facility Agreement have the same meaning when used in this Employment Compliance Certificate unless given a different meaning in this Employment Compliance Certificate.
- 2 We notify you that, as of [●], Gross Contracted Revenues for the 12-month period from the Testing Date being [●] are [●].
- 3 Please refer to Annex 1 which provides a breakdown and/or computation of the above, including the following information for each charter/contract of employment:
  - (a) name of the contractor;
  - (b) start and end date of the contract;
  - (c) confirmation of option and firm days;
  - (d) the time charter rate; [and]
  - (e) demobilization and remobilization revenues; [and]
  - (f) *[any other information as relevant]*.

---

**Chief Financial Officer**  
**CADELER A/S**

Annex 1  
Breakdown / Computation

**Schedule 13**  
**Form of QPP Certificate<sup>2</sup>**

To: Seajacks 1 Limited as the Borrower

From: *[Name of Lender]*

Dated: [●]

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green  
Term Loan Facility of up to €212,132,587.53 dated [●] 2024 (the Facility Agreement)**

1. We refer to the Facility Agreement. This is a QPP Certificate. Terms defined in the Facility Agreement have the same meaning in this QPP Certificate unless given a different meaning in this QPP Certificate.
2. We confirm that:
  - (a) we are beneficially entitled to all interest payable to us as a Lender under the Loan;
  - (b) we are a resident of a qualifying territory; and
  - (c) we are beneficially entitled to the interest which is payable to us on the Loan for genuine commercial reasons, and not as part of a tax advantage scheme.

These confirmations together form a creditor certificate.

3. In this QPP Certificate the terms “resident”, “qualifying territory”, “scheme”, “tax advantage scheme” and “creditor certificate” have the meaning given to them in the Qualifying Private Placement Regulations 2015 (2015 No. 2002).

*[Name of Lender]*

By:

*[This QPP Certificate is required where a lender is a person eligible for the UK withholding tax exemption for qualifying private placements; a separate QPP Certificate should be provided by each such lender.]*

---

<sup>2</sup> A QPP Certificate is to be executed if the Original Lender is a person eligible for the UK withholding tax exemption for qualifying private placements.

**Schedule 14**  
**EIFO Guarantee Policy — Environmental and social matters**

Unless defined in paragraph 1 below, defined terms used in this Schedule shall have the meaning given to them in the EIFO Guarantee Policy.

The Beneficiary Agent shall ensure that the following minimum requirements are appropriately incorporated in the Facility Agreement and continue to be in full force and effect throughout the term of the Guarantee:

**1 Definitions relating to Environmental and Social matters**

“Corrective Action Plan” or “CAP” means a plan produced by the Borrower pursuant to this Agreement in consultation with and taking into account the comments of the Facility Agent and the IESC specifying in detail the corrective action (including the timings and responsibility for such action(s)) being taken or proposed to be taken in order to, remedy or mitigate all damage and adverse consequences caused by an Environmental and Social Trigger Event, as may be amended or updated from time to time with the consent of EIFO.

“Environment” means the Natural Environment and the Social Environment.

“Environmental and Social Claim” means, with respect to the Borrower or the Project (but solely with respect to such operations on or about the Project Site) or any other Person occupying, using, or conducting operations on or about the Project Site, any (a) written notice or claim, (b) administrative, regulatory, judicial or equitable action, suit, lien or judgment by any Governmental Authority and/or competent court or (c) written demand by any person or any written communication by any Governmental Authority and/or competent court, in the case of clauses (a) through (c) relating to Environmental matters or circumstances forming the basis of any violation, or alleged violation, of any Environmental and Social Law, any Environmental and Social Standards or any Environmental Permits issued by any Governmental Authority under applicable Environmental and Social Law, in each case, alleging or asserting liability for investigatory costs, clean-up costs, consultants’ fees, governmental response costs, damage to natural resources (including wetlands, wildlife, aquatic and terrestrial species and vegetation), property damages, personal injuries, material labour issues, human rights issues, fines or penalties or any other damages.

“Environmental and Social Incident” means:

- (a) any incident or accident relating to or resulting from the Project which directly or indirectly, has, or could reasonably be expected to have an adverse impact on the Environment (including the release of any Environmental Contaminant in sufficient quantity or concentration to have an adverse impact);
- (b) an accident resulting in death or serious or multiple injury, which the IESC has declared to be a material incident and informed the Facility Agent of such declaration; or
- (c) a significant community or worker related grievance or protest directed at the Project.

“Environmental and Social Investigation” means any investigation by any Governmental Authority or other public person in relation to the Project with respect to the Environmental and Social Obligations.

“Environmental and Social Laws” means any legislation, rule, decree, judgment, regulation, directive, by-law, order or any other executive or legislative measure or act having the force of law at the relevant time, including any Environmental Permits required by any of the above, which directly or indirectly relates to the protection of or the prevention of harm or damage to the Environment in respect of (i) the Project or (ii) the assets, business and operations of the Borrower relating to the Project;

“Environmental and Social Obligation” means the obligations to comply with any Environmental and Social Law, any Environmental and Social Standard, any Environmental Permits, any Environmental and Social Undertaking set out herein and any other Environmental and Social requirement contained in this Agreement, in each case in relation to the Borrower, including:

- i. When applicable and in force, the EU Corporate Sustainability Due Diligence Directive (CSDDD), including setting out requirements to suppliers (including applicable tier 2 suppliers) in accordance with Borrower’s Supply Chain Code of Conduct;
- ii. OECD Guidance for Multinational Enterprises; Including the minimum safeguards as set out in the OECD Guidance for Multinational Enterprises;
- iii. UN Guiding Principles on Business and Human Rights;
- iv. the ILO declarations on Fundamental Principles and Rights at Work, which is included to Borrower’s policy and ESMP; and
- v. the EU Corporate Sustainability Reporting Directive (CSRD).

“Environmental and Social Obligations Breach” means a breach of any Environmental and Social Obligation by the Borrower other than any such breach that has been disclosed to the Facility Agent and where such breach has been remedied under a Corrective Action Plan or other corrective action otherwise agreed with the Facility Agent (acting on instructions from EIFO).

“Environmental Permits” means the permits, authorizations, concessions, certifications, declarations, consents, licenses, approvals, exemptions, applications, filings or registrations required to be obtained or filed pursuant to Environmental and Social Law, as applicable, by the Borrower or any other Person from or with any Governmental Authority in connection with construction, the operation, management and decommissioning of the Project.

“Environmental and Social Standards” means those environmental and social standards applicable in relation to the Borrower and Project, and as reflected in the Environmental and Social Management Plan, including:

- (a) international conventions relating to the Environment to which Denmark is a signatory and which have been ratified into law in Denmark;
- (b) the IFC Environmental, Health and Safety Guidelines per 30 April 2007 including without limitation the General EHS Guidelines and all applicable Industry Sector Guidelines; and
- (c) the IFC Performance Standards per 1 January 2012;

“Environmental and Social Trigger Event” means:

- (a) an Environmental and Social Incident; and/or
- (b) an Environmental and Social Obligations Breach.

“Governmental Authority” means the government of Denmark and any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank, municipality or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of or pertaining to government.

“Knowledge” means, with respect to any Person, the actual knowledge of any officer or director of such Person or such knowledge as such officer or director of such Person should have obtained, in each case, after due inquiry by such officer or director of the plant manager of the Project and/or of any Person employed by such Person or its Affiliates that has supervisory authority over the Project or the operations of such Person.

“Natural Environment” means elements of the natural environment including all, or any, of the following:

- (a) the air and climate (including, without limitation, any layer of the atmosphere and the air within buildings and the air within other natural or man-made structures above or below ground);
- (b) water (including, without limitation, marine, territorial, coastal, estuarine and inland waters, ground and surface water, and water in drains and sewers);
- (c) land (including, without limitation, reclaimed land, surface and sub-surface soil, the landscape and land under water);
- (d) living organisms including human life, animals and plants;
- (e) natural habitats (including land which has been altered by humans to form natural habitats); and
- (f) human health, ecosystems or the services that these ecosystems provide.

“Social Environment” means elements of the social environment including all, or any, of the following:

- (a) archaeological artefacts, architectural and cultural heritage, visual amenity, cultural habitats and the built environment;
- (b) the services provided by the environment upon which people depend for their health, wellbeing and livelihood;
- (c) Human Rights, including without limitation community, labor and workers’ rights and conditions;
- (d) human health, safety and security, including without limitation health, safety and security relating to the community, public and workforce;
- (e) rights and interests and empowerment of indigenous peoples, ethnic minorities and vulnerable groups;
- (f) civil society and human beings and any material adverse impact thereon including, without limitation continued physical settlement, resettlement, land acquisition, economic placement and/or livelihood or living standards of those of persons (including in relation to involuntary physical resettlement or economic displacement); and
- (g) public participation and stakeholder engagement.

**2 Representations and warranties**

The Borrower shall represent and warrant the following:

- i. There are no facts, circumstances, conditions or occurrences regarding the Project that has resulted or could result in any breach by the Project, the Borrower, or to the Knowledge of the Borrower, or any other Person occupying or conducting activities on or about the Project Site, of Environmental and Social Laws, Environmental and Social Standards, Environmental Permits and/or the ESMP;
- ii. The Borrower (and to the best of its knowledge the Exporter) has obtained all Environmental Permits that, as at the date on which this representation is made or repeated, are required by applicable law to be obtained or effected and each such Environmental Permit is in full force and effect;

- iii. There are no past or pending Environmental and Social Investigations in relation to and/or Environmental and Social Claims against the Borrower, the Project or to the Knowledge of the Borrower, any other Person occupying, using, or conducting activities on or about the Project Site; and
- iv. There are no facts, circumstances, conditions or occurrences in respect of the Project that (i) could reasonably be anticipated to form the basis of an Environmental and Social Investigation in relation to and/or an Environmental and Social Claim against the Project, the Borrower, or to the Knowledge of the Borrower, or any other Person occupying or conducting operations on or about the Project Site, or (ii) could reasonably be anticipated to cause the Project Site to be subject to any restrictions on its ownership, occupancy, use or transferability under any applicable law (including any Environmental and Social Law).

### 3 Environmental and Social undertakings

The Borrower shall through-out the duration of the Guarantee:

- i. comply in all respects with all Environmental and Social Obligations;
- ii. allow EIFO access to the Project Site whenever EIFO deems necessary upon reasonable written prior notice from EIFO. Such access not to be unreasonably withheld;
- iii. after becoming aware of any fact, circumstance, condition or occurrence on, under or from the Project that has resulted or could result in (a) any Environmental and Social Trigger Event, (b) any Environmental and Social Investigation, (c) an Environmental or Social Claim, (d) any Material Adverse Effect or (e) national or international media attention;
  - a. promptly initiate or procure the initiation of, all such actions and measures required to immediately address the adverse impacts hereof;
  - b. promptly, but in any event within five (5) Business Days of the Borrower becoming aware of such fact circumstance, condition or occurrence, provide the Facility Agent with written notice in each case describing in reasonable detail the nature of hereof including:
    - 1. its extent, magnitude and cause, and its effect on the Project, the environment and the local communities; and
    - 2. any remedial action which the Borrower has taken or proposes to take with respect to such fact, circumstance, condition or occurrence and the results hereof (as set out in subparagraph iii. (a) to (e)) including the form and amount of any proposed compensation for those affected by such effect and the actual and expected results hereof;

This shall be repeated at monthly intervals thereafter until the Facility Agent is satisfied that the fact, circumstance, condition or occurrence and the results hereof (as set out in subparagraph iii. (a) to (e)) have been satisfactorily remedied;

- c. conduct and complete, or cause to be conducted and completed any investigation, study, sampling and testing (including, if requested by the Facility Agent, submission of a Corrective Action Plan) and undertake any clean-up, removal, remedial or other action necessary to remove and clean up any such fact, circumstance, condition or occurrence and the results hereof (as set out in subparagraph iii. (a) to (e)), as may be required by applicable Environmental and Social Laws or Environmental and Social Standards and promptly notify the Facility Agent of any such action;
- iv. provide the Facility Agent with copies of all written communications with any Governmental Authority relating to (a) any Environmental matter, (b) Environmental

Permits (c) any Environmental and Social Trigger Event, (d) any Environmental or Social Claim (e) any Environmental and Social Investigation, in any event no later than five (5) Business Days after the giving or receiving of any such written communications. Further, within three (3) days after its occurrence, the Borrower shall notify the Facility Agent of any significant community or worker-related protest directed to the Project which can potentially have a Material Adverse Effect on the Project or which potentially may result in national or international media attention;

- v. ensure that any report, certificate or other communication from the Borrower made for the purpose of assessing the environmental or social sustainability of the Project are in form and substance acceptable to the Facility Agent acting on the instructions of EIFO.
- vi. upon written request provide such information concerning any Environmental matters, Environmental and Social Trigger Event, any Environmental and Social Investigation and any Environmental and Social Claim as may be reasonably requested by EIFO;
- vii. ensure that any outstanding cost related to any Environmental and Social Obligations contained herein (incl. any fee due and owing to the IESC) is paid by the Borrower when due;
- viii. on the 1<sup>st</sup> of April each year after delivery of the vessels, provide greenhouse gas emissions data to EIFO in accordance with the GHG Protocol.

#### **4 Conditions Subsequent**

The Beneficiary Agent shall provide proof of the following:

Borrower to set a target for reduction of scope 3 emissions for Guarantor A and share with EIFO no later than 31 December 2025.

#### **5 Events of default/Mandatory prepayment**

The following events shall constitute Events of Default/trigger a Mandatory Prepayment under the Facility Agreement which shall give the Facility Agent the right to accelerate all amounts outstanding under the Finance Documents and cancel the EIFO Covered Facility:

- (a) An Environmental and Social Trigger Event occurs and is either incapable of remedy or any Environmental and Social Trigger Event is deemed to be incapable of remedy by the Facility Agent (acting on the instructions of EIFO).
- (b) Any Environmental and Social Trigger Event that is capable of remedy will constitute an Event of Default unless the Borrower complies with the following:
  - a. Within fifteen (15) Business Days of the Borrowers Knowledge of an Environmental and Social Trigger Event, the Borrower shall deliver a CAP to the satisfaction of the Facility Agent, unless the Facility Agent agrees to other course of remedial action or the Facility Agent waives the non-compliance situation,
  - b. If the CAP is rejected by the Facility Agent, the Borrower shall within three (3) months from the Borrowers Knowledge of the Environmental and Social Trigger Event have delivered a revised CAP which satisfies the Facility Agent,
  - c. If the Facility Agent is satisfied with the CAP, shall all actions set out in the CAP be implemented by the Borrower within the agreed time schedule,
  - d. At three months intervals hereof, a supplemental Environmental and Social Self-Monitoring Report on implementation of CAP shall be submitted by the Borrower to the satisfaction of the Facility Agent. When all actions are taken in accordance with the time schedule agreed in the CAP, the Environmental and Social Trigger Event will be deemed to be remedied. If all actions are not taken within the time schedule



agreed in the CAP, the Environmental and Social Trigger Event will constitute an Event of Default, unless the Facility Agent notifies the Borrower otherwise.

- (c) Failure by the Borrower to give notice to the Facility Agent promptly after the occurrence of an Environmental and Social Trigger Event or becoming aware of any Environmental and Social Investigation, any Environmental and Social Claim, any Material Adverse Effect or national or international media attention.

**SIGNATURES**

**THE BORROWER**

**SEAJACKS 1 LIMITED**

By:

/s/ Peter Brogaard Hansen  
Authorised signatory

**THE COLLATERAL GUARANTOR**

**SEAJACKS 4 LIMITED**

By:

/s/ Peter Brogaard Hansen  
Authorised signatory

**GUARANTOR A**

**CADELER A/S**

By:

/s/ Peter Brogaard Hansen  
Attorney-in-fact

**GUARANTOR B**

**SEAJACKS INTERNATIONAL LIMITED**

By:

/s/ Peter Brogaard Hansen  
Authorised signatory

**GUARANTOR C**

**SEAJACKS UK LIMITED**

By:

/s/ Peter Brogaard Hansen  
Authorised signatory

**THE AGENT**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

**THE SECURITY AGENT**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

**THE ECA AGENT**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

/s/ Antoine Guinot  
VP Export Finance

**THE MANDATED LEAD ARRANGER**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

/s/ Antoine Guinot  
VP Export Finance

**THE ECA COORDINATOR**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

/s/ Antoine Guinot  
VP Export Finance

**THE GREEN LOAN ARRANGER**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

**THE LEAD ARRANGERS**

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Maria-Christina Papoulia

\_\_\_\_\_  
Maria-Christina Papoulia  
Attorney-In-Fact

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By: /s/ Alexi George Remoundos

\_\_\_\_\_  
Alexi George Remoundos  
Attorney-in-fact

**THE LEAD ARRANGERS**

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By: /s/ Andrew McQuin

\_\_\_\_\_  
Andrew McQuin  
Managing Director

By: /s/ Marc Frenkenberg

\_\_\_\_\_  
Marc Frenkenberg  
First Vice President

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

WTIV Facility – Seajacks 1 Limited – Signature pages

---

**THE LEAD ARRANGERS**

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By: /s/ Authorized Representative

**KFW IPEX-BANK GMBH**

By:

WTIV Facility – Seajacks 1 Limited – Signature pages

---

**THE EKSFIN GUARANTEED LENDERS**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

/s/ Antoine Guinot  
VP Export Finance

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

WTIV Facility – Seajacks 1 Limited – Signature pages

---

**THE EKSFIN GUARANTEED LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Maria-Christina Papoulia

Maria-Christina Papoulia

Attorney-In-Fact

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By: /s/ Alexi George Remoundos

Alexi George Remoundos

Attorney-in-fact

WTIV Facility – Seajacks 1 Limited – Signature pages

---



**THE EKSFIN GUARANTEED LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By: /s/ Andrew McKuin  
Andrew McKuin  
Managing Director

By: /s/ Marc Frenkenberg  
Marc Frenkenberg  
First Vice President

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

**THE EKSFIN GUARANTEED LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By: /s/ Authorized Representative

**KFW IPEX-BANK GMBH**

By:

WTIV Facility – Seajacks 1 Limited – Signature pages

---

**THE EIFO GUARANTEED LENDERS**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

/s/ Antoine Guinot  
VP Export Finance

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

WTIV Facility – Seajacks 1 Limited – Signature pages

---

**THE EIFO GUARANTEED LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Maria-Christina Papoulia  
Maria-Christina Papoulia  
Attorney-In-Fact

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By: /s/ Alexi George Remoundos  
Alexi George Remoundos  
Attorney-in-fact

WTIV Facility – Seajacks 1 Limited – Signature pages

---

**THE EIFO GUARANTEED LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By: /s/ Andrew McKuin

\_\_\_\_\_  
Andrew McKuin  
Managing Director

By: /s/ Marc Frenkenberg

\_\_\_\_\_  
Marc Frenkenberg  
First Vice President

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

WTIV Facility – Seajacks 1 Limited – Signature pages

---

**THE EIFO GUARANTEED LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By: /s/ Authorized Representative

**KFW IPEX-BANK GMBH**

By:

WTIV Facility – Seajacks 1 Limited – Signature pages

---

**THE KEXIM DIRECT LENDERS**

**THE EXPORT-IMPORT BANK OF KOREA**

By: /s/ Jung, Chang-Hwan

Name: Jung, Chang-Hwan

Title: Director General

WTIV Facility – Seajacks 1 Limited – Signature pages

---

**THE COMMERCIAL LENDERS**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

WTIV Facility – Seajacks 1 Limited – Signature pages

---



**THE COMMERCIAL LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Maria-Christina Papoulia  
Maria-Christina Papoulia  
Attorney-In-Fact

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By: /s/ Alexi George Remoundos  
Alexi George Remoundos  
Attorney-in-fact

**THE COMMERCIAL LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By: /s/ Andrew McKuin

\_\_\_\_\_  
Andrew McKuin  
Managing Director

By: /s/ Marc Frenkenberg

\_\_\_\_\_  
Marc Frenkenberg  
First Vice President

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

**THE COMMERCIAL LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By: /s/ Authorized Representative

**KFW IPEX-BANK GMBH**

By:

WTIV Facility – Seajacks 1 Limited – Signature pages

---

**THE HEDGING PROVIDERS**

**SOCIETE GENERALE**

By: /s/Trang Catherine  
Associate

---

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE EXPORT-IMPORT BANK OF KOREA**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

WTIV Facility – Seajacks 1 Limited – Signature pages

---

**THE HEDGING PROVIDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Maria-Christina Papoulia

Maria-Christina Papoulia

Attorney-In-Fact

**CREDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE EXPORT-IMPORT BANK OF KOREA**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By: /s/ Alexi George Remoundos

Alexi George Remoundos

Attorney-in-fact

WTIV Facility – Seajacks 1 Limited – Signature pages

---

**THE HEDGING PROVIDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By: /s/ Andrew McKuin

\_\_\_\_\_  
Andrew McKuin  
Managing Director

By: /s/ Marc Frenkenberg

\_\_\_\_\_  
Marc Frenkenberg  
First Vice President

**THE EXPORT-IMPORT BANK OF KOREA**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

WTIV Facility – Seajacks 1 Limited – Signature pages

---

**THE HEDGING PROVIDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE EXPORT-IMPORT BANK OF KOREA**

By: /s/Yu Kyung Jin  
Yu Kyung Jin  
Director

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

WTIV Facility – Seajacks 1 Limited – Signature pages

---

**THE HEDGING PROVIDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CREDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE EXPORT-IMPORT BANK OF KOREA**

By:

**THE KOREA DEVELOPMENT BANK**

By: /s/ Authorized Representative

**KFW IPEX-BANK GMBH**

By:

WTIV Facility – Seajacks 1 Limited – Signature pages

---



CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE OF INFORMATION THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. REDACTED INFORMATION HAS BEEN MARKED AS “[REDACTED]”.

Confidential

Dated 16 August 2024

---

**SEAJACKS 4 LIMITED**  
as Borrower

**SOCIETE GENERALE**  
as Mandated Lead Arranger, ECA Coordinator and Green Loan Arranger  
**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**  
**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**  
**THE KOREA DEVELOPMENT BANK**  
**KFW IPEX-BANK GMBH**  
as Lead Arrangers

with

**SOCIETE GENERALE**  
as Agent

**SOCIETE GENERALE**  
as Security Agent

**SOCIETE GENERALE**  
as ECA Agent

**THE BANKS AND FINANCIAL INSTITUTIONS LISTED IN SCHEDULE 1 as Original Eksfin**  
**Guaranteed Lenders**

**THE BANKS AND FINANCIAL INSTITUTIONS LISTED IN SCHEDULE 1 as Original EIFO**  
**Guaranteed Lenders**

**THE EXPORT-IMPORT BANK OF KOREA as Original KEXIM Direct Lenders**

**THE BANKS AND FINANCIAL INSTITUTIONS LISTED IN SCHEDULE 1 as Original**  
**Commercial Lenders**

guaranteed by  
**CADELER A/S and others**

---

**FACILITY AGREEMENT FOR EKSFIN BACKED, EIFO**  
**BACKED, KEXIM AND COMMERCIAL GREEN TERM LOAN**  
**FACILITY of up to €208,307,412.47**

---

 **NORTON ROSE FULBRIGHT**

## Contents

Clause	Page
Section 1 – Interpretation	2
1 Definitions and interpretation	2
Section 2 - The Facility	49
2 The Facility	49
3 Purpose	50
4 Conditions of Utilisation	50
Section 3 – Utilisation	53
5 Utilisation	53
6 Ancillary Facilities	56
Section 4 - Repayment, Prepayment and Cancellation	59
7 Repayment	59
8 Illegality, prepayment and cancellation	59
9 Restrictions	66
Section 5 - Costs of Utilisation	68
10 Interest	68
11 Interest Periods	69
12 Changes to the calculation of interest	70
13 Fees	71
Section 6 - Additional Payment Obligations	74
14 Tax gross-up and indemnities	74
15 Increased Costs	83
16 Other indemnities	84
17 Mitigation by the Lenders	88
18 Costs and expenses	88
Section 7 – Guarantee	91
19 Guarantee and indemnity	91
Section 8 - Representations, Undertakings and Events of Default	96
20 Representations	96
21 Information undertakings	104
22 Financial covenants	112
23 General undertakings	115
24 Construction period	122
25 Dealings with Ship	122
26 Condition and operation of Ship	130
27 Insurance	133
28 Minimum security value	138
29 Chartering undertakings	141

---

30	Bank accounts	142
31	Business restrictions	144
32	Hedging Contracts	149
33	Events of Default	150
34	Position of Hedging Providers	156
Section 9 - Changes to Parties		158
35	Changes to the Lenders	158
36	Changes to the Obligors	164
Section 10 - The Finance Parties		168
37	Roles of Agent, Security Agent, ECA Agent, Mandated Lead Arranger, ECA Coordinator and Green Loan Arranger	168
38	Trust and security matters	181
39	Enforcement of Transaction Security	188
40	Application of proceeds	189
41	Reference Banks	192
42	Finance Parties tax affairs	193
43	Finance Parties acting together	193
44	Sharing among the Finance Parties	194
Section 11 - Administration		197
45	Payment mechanics	197
46	Set-off	201
47	Notices	201
48	Calculations and certificates	203
49	Partial invalidity	203
50	Remedies and waivers	204
51	Amendments and waivers	204
52	Confidential Information	209
53	Confidentiality of Funding Rates and Reference Bank Quotations	214
54	Counterparts	216
55	Contractual recognition of bail-in	216
Section 12 - Governing Law and Enforcement		217
56	Governing law	217
57	Enforcement	217
Schedule 1 The original parties		218
Schedule 2 Ship information		240
Schedule 3 Conditions precedent		244
Part 1 Initial conditions precedent		244
Part 2 Conditions precedent on Delivery (Ship A)		249
Part 3 Conditions precedent on Delivery (Collateral Ship)		255
Part 4 Conditions precedent for Additional Guarantors		260

---

Part 5 Conditions subsequent	262
Schedule 4 Utilisation Request	263
Schedule 5 Selection Notice	265
Schedule 6 Original Schedule of Repayment Amounts	266
Schedule 7 Form of Accession Deed	268
Schedule 8 Form of Transfer Certificate	271
Schedule 9 Form of Compliance Certificate	275
Schedule 10 Form of Green Loan Compliance Certificate	276
Schedule 11 Forms of Notifiable Debt Purchase Transaction Notice	277
Part 1 Form of Notice on Entering into Notifiable Debt Purchase Transaction	277
Part 2 Form of Notice on Termination of Notifiable Debt Purchase Transaction / Notifiable Debt Purchase Transaction ceasing to be with Guarantor A Affiliate	278
Schedule 12 Form of Employment Compliance Certificate	279
Schedule 13 Form of QPP Certificate	281
Schedule 14 EIFO Guarantee Policy – Environmental and social matters	282

---

**THIS AGREEMENT** is dated 16 August 2024 and made between:

- (1) **SEAJACKS 4 LIMITED** details of which are specified in Schedule 1 (*The original parties*) as borrower (the **Borrower**);
- (2) **CADELER A/S** details of which are specified in Schedule 1 (*The original parties*) as guarantor (**Guarantor A**);
- (3) **SEAJACKS INTERNATIONAL LIMITED** details of which are specified in Schedule 1 (*The original parties*) as guarantor (**Guarantor B**);
- (4) **SEAJACKS UK LIMITED** details of which are specified in Schedule 1 (*The original parties*) as guarantor (**Guarantor C**);
- (5) **SEAJACKS 1 LIMITED** details of which are specified in Schedule 1 (*The original parties*) as collateral guarantor (the **Collateral Guarantor** and together with Guarantor A, Guarantor B and Guarantor C, the **Original Guarantors**);
- (6) **SOCIÉTÉ GÉNÉRALE** as mandated lead arranger, ECA coordinator and green loan arranger (in each of such capacities, the **Mandated Lead Arranger**, **ECA Coordinator** and **Green Loan Arranger** respectively);
- (7) **CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH, THE KOREA DEVELOPMENT BANK** and **KFW IPEX-BANK GMBH** as lead arrangers (whether acting individually or together, the **Lead Arrangers** and together with the Mandated Lead Arranger, the **Arrangers**);
- (8) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as hedging providers (the **Original Hedging Providers**);
- (9) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as Eksfin guaranteed lenders (the **Original Eksfin Guaranteed Lenders**);
- (10) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as EIFO guaranteed lenders (the **Original EIFO Guaranteed Lenders**);
- (11) **THE EXPORT-IMPORT BANK OF KOREA** details of which are specified in Schedule 1 (*The original parties*) as KEXIM direct lenders (the **Original KEXIM Direct Lenders**);
- (12) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as commercial lenders (the **Original Commercial Lenders** and together with the Original Eksfin Guaranteed Lenders, the Original EIFO Guaranteed Lenders and the Original KEXIM Direct Lenders, the **Original Lenders**);
- (13) **SOCIÉTÉ GÉNÉRALE** as agent of the other Finance Parties (other than the Security Agent) (the **Agent**);
- (14) **SOCIÉTÉ GÉNÉRALE** as ECA agent of the Lenders (the **ECA Agent**); and
- (15) **SOCIÉTÉ GÉNÉRALE** as security agent and trustee for the other Finance Parties (the **Security Agent**).

**IT IS AGREED** as follows:

## Section 1 - Interpretation

### 1 Definitions and interpretation

#### 1.1 Definitions

In this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance Documents:

**Acceptable Bank** means:

- (a) a bank or financial institution which has a rating for its long-term unsecured and non creditenhanced debt obligations of “A-” or higher by Standard & Poor’s Rating Services or Fitch Ratings Ltd or “Baa1” or higher by Moody’s Investor Services Limited or a comparable rating from another internationally recognised credit rating agency; or
- (b) any other bank or financial institution approved by the Majority Lenders, KEXIM and the ECAs,

and which is approved by the Borrower.

**Accession Deed** means a document substantially in the form set out in Schedule 7 (*Form of Accession Deed*).

**Account** means any bank account, deposit or certificate of deposit opened, made or established in accordance with clause 30 (*Bank accounts*) and includes a Collateral Account.

**Account Bank** means, in relation to any Account, the bank or financial institution specified as such in Schedule 1 (*The original parties*), any Lender, or another bank or financial institution approved by the Majority Lenders, KEXIM and the ECAs at the request of the Borrower.

**Account Holder(s)** means, in relation to any Account, each Obligor in whose name that Account is held.

**Account Security** means, in relation to an Account (other than a Collateral Account), a first priority deed or other instrument executed by the relevant Account Holder(s) in favour of the Security Agent or any other Finance Party in an agreed form conferring a Security Interest over that Account.

**Accounting Reference Date** means 31 December or such other date as may be approved by the Majority Lenders.

**Active Facility** means, at any relevant time, such part of the Total Commitments (whether drawn or undrawn) as is then available for borrowing under this Agreement at such time in accordance with clause 4 (*Conditions of Utilisation*) to the extent that such part of the Total Commitments is not cancelled or reduced under this Agreement.

**Additional Guarantor** means a legal entity which becomes or is to become a guarantor under this Agreement (on a joint and several basis with the Original Guarantors and any other Guarantor) in accordance with, and defined as such in, clause 36.5 (*Additional Guarantors*) and **Additional Guarantors** means any or all of them.

**Advances** means the Eksfin Guaranteed Advance, the EIFO Guaranteed Advance, the KEXIM Direct Advance and the Commercial Advance, and **Advance** means any of them.

**Affiliate** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**Agent** includes any person who may be appointed as such under the Finance Documents and includes any separate trustee or co-trustee appointed under clause 38.8 (*Additional trustees*).

**Ancillary Commencement Date** means, in relation to an Ancillary Facility, the date on which that Ancillary Facility is first made available, which date shall be a Business Day within the Ancillary Facility Availability Period.

**Ancillary Commitment** means, in relation to an Ancillary Lender and an Ancillary Facility, the maximum amounts in euro (or the equivalent in euro of any other currency) which that Ancillary Lender has agreed (whether or not subject to satisfaction of conditions precedent) to make available from time to time under an Ancillary Facility in accordance with the terms of clause 6 (*Ancillary Facilities*), to the extent that amount is not cancelled or reduced under this Agreement or the Ancillary Documents relating to that Ancillary Facility.

**Ancillary Document** means each document relating to or evidencing the terms of an Ancillary Facility.

**Ancillary Facility** means any ancillary facility made available by an Ancillary Lender in accordance with clause 6 (*Ancillary Facilities*) and **Ancillary Facilities** means any or all of them.

**Ancillary Facility Availability Period** means, in relation to an Ancillary Facility, the period starting on the Utilisation Date and ending on the earlier of (a) the Final Repayment Date under this Agreement and (b) the date specified as such in the relevant Ancillary Facility.

**Ancillary Lender** means each Lender which makes available an Ancillary Facility in accordance with clause 6 (*Ancillary Facilities*) and **Ancillary Lenders** means any or all of them.

**Ancillary Outstandings** means, at any time, in relation to an Ancillary Lender and an Ancillary Facility then in force the aggregate of the equivalents (as calculated by that Ancillary Lender) in euro of the face amount of each guarantee, bond and letter of credit under that Ancillary Facility, as determined by such Ancillary Lender, acting reasonably in accordance with its normal banking practice and in accordance with the relevant Ancillary Document.

**Annex VI** means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention for the Prevention of Pollution from Ships 1973 (Marpol), as modified by the Protocol of 1978 relating thereto.

**Anti-Corruption Laws** means any laws, rules and regulations of any jurisdiction, concerning bribery or corruption, including (without limitation):

- (a) the United States Foreign Corrupt Practices Act of 1977 (15 U.S.C. § 78dd-1, et seq.);
- (b) the U.K. Bribery Act 2010;
- (c) sections 387 – 389 (combined with Section 15) of the Norwegian Penal Code of 2005; and
- (d) the Improper Solicitation and Graft Act of the Republic of Korea, the Criminal Act of the Republic of Korea and any other relevant applicable legislation in the Republic of Korea.

**Anti-Money Laundering Laws** means any laws, rules and regulations relating to money laundering or terrorist financing, including (without limitation), (i) the anti-money laundering

provisions and anti-terrorism financing included in sections 337 – 341 (combined with Section 15) and sections 135 and 136 (combined with Section 15) of the Norwegian Penal Code of 2005, (ii) the Act on Reporting and Using Specified Financial Transaction Information of the Republic of Korea and (iii) the Act on Prohibition against Financing of Terrorism and Proliferation of Weapons of Mass Destruction of the Republic of Korea.

**Approved Flag State** means Denmark, Norway, the Republic of Cyprus, the Republic of Panama, the United Kingdom, the Marshall Islands, Liberia, Japan or any other flag state approved by the Majority Lenders, KEXIM and the ECAs.

**Approved Investor** means a legal entity incorporated or formed in or established under the laws of the same jurisdiction as Guarantor A, an EEA Member Country, the United States of America or such other jurisdiction approved by the Majority Lenders, KEXIM and the ECAs, notified to the Agent by Guarantor A in writing.

**Approved Investor Share Security** means a document creating a first Security Interest over the shares in the Borrower held by the Approved Investor in favour of the Security Agent and in agreed form, to be entered into as a condition precedent to an Onwards Investment.

**Approved Shareholder** means any legal entity (other than the Borrower or the Original Guarantors) which:

- (a) is a wholly-owned direct or indirect Subsidiary of Guarantor A; and
- (b) is incorporated, registered or formed under the laws of a jurisdiction in all respects acceptable to all the Lenders and the ECAs.

**Article 55 BRRD** means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

**Auditors** means EY Godkendt Revisionspartnerselskab or any other “Big Four” accounting firm appointed by Guarantor A to act as its or their statutory auditors.

**Authorisation** means any authorisation, consent, concession, approval, resolution, licence, exemption, filing, notarisation or registration.

**Available Commitment** means a Lender’s Commitment minus the amount of its participation in the Loan.

**Backstop Date** means the date identified as such in Schedule 2 (*Ship information*) or such other later date approved by all the Lenders and the ECAs resulting from any delay in the Scheduled Delivery Date under the Building Contract for Ship A.

**Bail-In Action** means the exercise of any Write-down and Conversion Powers. **Bail-In Legislation** means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;
- (b) in relation to the United Kingdom, the UK Bail-In Legislation; and



- (c) in relation to any other state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

**Bareboat Charter** means, in relation to a Ship, a bareboat charter for that Ship between the relevant Owner as owner and a Bareboat Charterer as charterer in the agreed form (and includes the Initial Bareboat Charter for that Ship and a JV Bareboat Charter for that Ship) and **Bareboat Charters** means any or all of them.

**Bareboat Charterer** means Guarantor A, Guarantor C or any other Group Member which becomes a bareboat charterer under a Bareboat Charter of a Ship pursuant to the terms of clause 25.8 (*Chartering*).

**Basel Accords** means the Basel II Accord, Basel III Accord and Reformed Basel III. **Basel Regulation** means either a Basel II Regulation or a Basel III Regulation.

**Basel II Accord** means the “International Convergence of Capital Measurement and Capital Standards, a Revised Framework” published by the Basel Committee on Banking Supervision in June 2004 as updated prior to, and in the form existing on, the date of this Agreement, excluding any amendment thereto arising out of the Basel III Accord or Reformed Basel III.

**Basel II Approach** means, in relation to any Finance Party, either the Standardised Approach or the relevant Internal Ratings Based Approach (each as defined in the Basel II Regulations applicable to such Finance Party) adopted by that Finance Party (or any of its Affiliates) for the purposes of implementing or complying with the Basel Accords.

**Basel II Regulation** means:

- (a) any law or regulation in force as at the date hereof implementing the Basel II Accord, (including the relevant provisions of CRR) to the extent only that such law or regulation re-enacts and/or implements the requirements of the Basel II Accord but excluding any provision of such law or regulation implementing the Basel III Accord or Reformed Basel III; and
- (b) any Basel II Approach adopted by a Finance Party or any of its Affiliates.

**Basel III Accord** means, together:

- (a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in “Basel III: A global regulatory framework for more resilient banks and banking systems”, “Basel III: International framework for liquidity risk measurement, standards and monitoring” and “Guidance for national authorities operating the countercyclical capital buffer” published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;
- (b) the rules for global systemically important banks contained in “Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text” published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and
- (c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to “Basel III” including Reformed Basel III.

**Basel III Increased Cost** means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel III Regulation (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates) and includes a CRR Increased Cost.

**Basel III Regulation** means any law or regulation implementing the Basel III Accord (including the relevant provisions of CRR) save to the extent that such law or regulation re-enacts a Basel II Regulation.

**Break Costs** means the amount (if any) by which:

- (a) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in an Advance or relevant part of it or Unpaid Sum to the last day of the current Interest Period in respect of that Advance or relevant part of it or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

- (b) the amount which that Lender would be able to obtain by placing an amount equal to the relevant principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of that Interest Period.

**Builder** means, in relation to a Ship, the person specified as such in Schedule 2 (*Ship information*).

**Building Contract** means, in relation to a Ship, the shipbuilding contract specified in Schedule 2 (*Ship information*) between its Builder and the relevant Owner relating to the construction of such Ship.

**Building Contract Documents** means in relation to Ship A, the Building Contract for that Ship and any guarantee or security given by any person to the relevant Owner for the Builder's obligations under the relevant Building Contract.

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in Copenhagen, Frankfurt, London, New York, Oslo, Paris and Seoul, and (in relation to any date for payment or purchase of euro) any TARGET Day.

**BW Group** means BW Altor Pte. Ltd. of the Republic of Singapore and its Subsidiaries from time to time.

**Change of Control** occurs if, at any time and without the prior written approval of all the Lenders and the ECAs:

- (a) the Borrower or the Collateral Guarantor ceases to be a wholly-owned direct Subsidiary of Guarantor B (with the exception of any changes in ownership in the Borrower provided for under a Potential Investment or an Onwards Investment), unless (subject to the proviso at the end of this definition) the Borrower or the Collateral Guarantor has become a wholly-owned direct Subsidiary of an Approved Shareholder or Guarantor A; or
- (b) the Borrower, the Collateral Guarantor or Guarantor B ceases to be a wholly-owned direct or indirect Subsidiary of Guarantor A (with the exception of any changes in ownership in the Borrower provided for under a Potential Investment or an Onwards Investment); or

- (c) subject to any changes in ownership of the Borrower provided for under a Potential Investment or an Onwards Investment, the Borrower or the Collateral Guarantor that (subject to the proviso at the end of this definition) has become a wholly-owned direct Subsidiary of an Approved Shareholder or Guarantor A pursuant to paragraph (a) above ceases to be a wholly-owned direct Subsidiary of that Approved Shareholder or Guarantor A, unless (subject to the proviso at the end of this definition) the Borrower or the Collateral Guarantor has become a wholly-owned direct Subsidiary of Guarantor A or another Approved Shareholder; or
- (d) any Approved Shareholder that (subject to the proviso at the end of this definition) owns shares in the Borrower or the Collateral Guarantor ceases to be a wholly-owned direct or indirect Subsidiary of Guarantor A; or
- (e) Guarantor A ceases to have the right or ability to control the affairs, or the composition of the majority of the board of directors, of the Borrower and/or the Collateral Guarantor and/or Guarantor B and/or any Bareboat Charterer, and/or any Approved Shareholder that (subject to the proviso at the end of this definition) owns shares in the Borrower and/or the Collateral Guarantor and/or Guarantor B; or
- (f) any Bareboat Charterer ceases to be Guarantor A, Guarantor C or a direct or indirect (and wholly-owned, unless it is a Bareboat Charterer under a JV Bareboat Charter) Subsidiary of Guarantor A; or
- (g) any person or group of persons acting in concert (other than Swire Pacific or the BW Group) hold legally and beneficially more than 25% of either (i) the issued and outstanding share capital and/or (ii) the issued and outstanding voting share capital, of Guarantor A,

**Provided however that** in the case of a transfer of all (but not part of) the shares and/or voting shares in the Borrower or the Collateral Guarantor from Guarantor B to an Approved Shareholder under paragraph (a) above, or between Approved Shareholders under paragraph (c) above, at the time of such transfer:

- (i) such Approved Shareholder has delivered to all Finance Parties and the ECAs any “know your customer” and other similar documents as required by any of them and the relevant Finance Parties and the ECAs are satisfied with the same and their relevant internal checks; and
- (ii) such Approved Shareholder becomes an Additional Guarantor pursuant to the terms of clause 36.5 (*Additional Guarantors*) and grants a Security Interest over the shares of the Borrower or the Collateral Guarantor which it acquires or is to acquire on terms materially similar to the relevant Share Security and in agreed form (which shall constitute Finance Documents), together with any documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in respect of such Security Interest and the Approved Shareholder; and
- (iii) the Parties have entered into such other amendments and documents (including any amendment to this Agreement) as the Agent (acting reasonably) may require in respect of the above matters (at the cost and expense of the Borrower); and
- (iv) the entry by such Approved Shareholder into any of the above documents does not otherwise constitute a Default nor would otherwise cause or result in an Event of Default (and Guarantor A has confirmed the same in writing to the Agent).

**Charged Property** means all of the assets of the Obligors which from time to time are, or are expressed or intended to be, the subject of the Transaction Security.

**Charter** means, in relation to a Ship, any charter commitment in relation to that Ship (other than a Bareboat Charter), which is entered into during the Facility Period between (a) either the Owner or the Bareboat Charterer as disponent owner; and (b) any person (other than a Bareboat Charterer or any Group Member or any Affiliate of any of them) as charterer or counterparty of such Owner or (as applicable) such Bareboat Charterer thereunder, and which is capable of lasting in excess of 12 months (without taking into account any options to extend or renew contained therein), and it includes an Initial Charter, and **Charters** means all of them.

**Charter Documents** means, in relation to a Ship and a Charter of that Ship, that Charter, any documents supplementing it and any Charter Guarantee.

**Charter Guarantee** means, in relation to a Ship and a Charter of that Ship, any guarantee or security given by any person for the relevant Charterer's obligations under it.

**Charter Guarantor** means, in relation to a Ship and a Charter of that Ship, the guarantor or counterparty of the relevant Owner or Bareboat Charterer under the Charter Guarantee for that Charter.

**Charterer** means, in relation to a Ship and a Charter of that Ship, the charterer or counterparty of the relevant Owner or Bareboat Charterer under that Charter (and it includes the Initial Charterers).

**Classification** means, in relation to a Ship, an appropriate classification available to vessels of this type (being on the date of this Agreement the classification specified in respect of such Ship in Schedule 2 (*Ship information*)) with the relevant Classification Society selected by the relevant Owner.

**Classification Society** means, in relation to a Ship, the classification society specified in respect of such Ship in Schedule 2 (*Ship information*), Lloyd's Register, American Bureau of Shipping or Bureau Veritas or another classification society (being a member of the International Association of Classification Societies (**IACS**) or, if such association no longer exists, any similar association nominated by the Agent) approved by the Majority Lenders as its Classification Society, at the request of the relevant Owner.

**Code** means the US Internal Revenue Code of 1986.

**Collateral Account** means any bank account, deposit or certificate of deposit opened, made or established by the Collateral Owner in accordance with clause 30 (*Bank accounts*) and any Debt Service Reserve Account (as defined in the Collateral Facility Agreement).

**Collateral Account Security** means, in relation to a Collateral Account, a second priority deed or other instrument executed by the relevant Account Holder(s) in favour of the Security Agent or any other Finance Party in an agreed form conferring a Security Interest over that Collateral Account.

**Collateral Deed of Covenant** means, in relation to the Collateral Ship in respect of which the Collateral Mortgage is in account current form and where it is customary to grant a deed of covenant, a second priority deed of covenant in respect of the Collateral Ship by the Collateral Owner in favour of the Security Agent in the agreed form.

**Collateral Facility Agreement** means the facility agreement dated on or around the date of this Agreement for the post-delivery financing of the Collateral Ship and made between, amongst others, the Collateral Owner as borrower and the Collateral Security Agent as agent and security agent.

**Collateral Finance Documents** has the meaning given to “Finance Documents” in the Collateral Facility Agreement.

**Collateral General Assignment** means, in relation to the Collateral Ship and the Collateral Owner and each Bareboat Charterer of such Ship, a second priority assignment of its interest in the Ship’s Insurances, Earnings (including Earnings under any Charter and any Charter Guarantee for the Ship, if and to the extent it would not constitute a breach of the relevant Charter or Charter Guarantee (as applicable) for the Ship (unless clause 25.8(e)(ii) applies)), Requisition Compensation and, subject to the terms of clause 25.8(e)(ii) in relation to a Charter, the Charter Documents for such Charter and, in the case of the Collateral Owner only, any Bareboat Charter for such Ship, one such assignment executed by the Collateral Owner and each Bareboat Charterer of such Ship in favour of the Security Agent or any other Finance Party in the agreed form.

**Collateral Manager’s Undertaking** means, in relation to the Collateral Ship, a second priority undertaking by any manager of such Ship (other than where such manager is also the Bareboat Charterer of such Ship and a Guarantor) to the Security Agent in the agreed form, including pursuant to clause 25.4 (*Manager*).

**Collateral Mortgage** means, in relation to the Collateral Ship, a second priority or (as the case may be) second preferred mortgage of the Collateral Ship in the agreed form by the Collateral Guarantor in favour of the Security Agent or any other Finance Party.

**Collateral Owner** means the person specified against the name of the Collateral Ship in Schedule 2 (*Ship information*).

**Collateral Security** means the Collateral Mortgage, the Collateral Deed of Covenant, the Collateral General Assignments, the Collateral Account Security, any Collateral Subordination Deed, the Collateral Share Security and any Collateral Manager’s Undertaking.

**Collateral Security Agent** means Société Générale as security agent and trustee under the Collateral Facility Agreement the details of which are set out in the Collateral Facility Agreement.

**Collateral Security Documents** has the meaning given to “Security Documents” in the Collateral Facility Agreement.

**Collateral Share Security** means, in relation to the Collateral Owner, the document constituting a second Security Interest by the person(s) described as its shareholder(s) in Schedule 1 (*The original parties*) in favour of the Security Agent or any other Finance Party in the agreed form in respect of all of the shares in the Collateral Owner.

**Collateral Ship** means the ship described as such in Schedule 2 (*Ship information*).

**Collateral Subordination Deed** means, in respect of any Financial Indebtedness owing from the Collateral Owner to any other Group Member, a second priority subordination deed in an agreed form between (inter alios) the Security Agent and the lender and borrower of the relevant Financial Indebtedness providing (inter alia) that:

- (a) such Financial Indebtedness is in all respects subject and subordinate to all amounts owing to the Finance Parties under the Finance Documents; and
- (b) if and for as long as an Event of Default is continuing, the lender of such Financial Indebtedness will not be entitled to demand payment or make any claim in respect of the same, whether for principal, interest or any other amounts in connection with the same;
- (c) such Financial Indebtedness, all contracts and agreements in which it is documented and all rights of the lenders of such Financial Indebtedness arising from such contracts or agreements or in connection with such Financial Indebtedness are assigned and/or pledged in favour of the Security Agent; and
- (d) the lender of such Financial Indebtedness owing by the Collateral Owner will procure and agree to the full release, discharge and forgiveness of such Financial Indebtedness if any Finance Party has exercised any remedies or rights (or attempted to do so) under any Collateral Share Security over the shares in the Collateral Owner.

**Commercial Advance** means a borrowing of a part of the Total Commitments by the Borrower up to the Total Commercial Commitments, which is to be made available or (as the context may require) the outstanding principal amount of such borrowing.

**Commercial Commitment** means:

- (a) in relation to an Original Commercial Lender, the amount set opposite its name under the heading “Commercial Commitment” in Schedule 1 (*The original parties*) and the amount of any other Commercial Commitment assigned to it under this Agreement; and
- (b) in relation to any other Commercial Lender, the amount of any Commercial Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

**Commercial Lender** means:

- (a) any of the Original Commercial Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Commercial Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as Commercial Lender in accordance with the terms of this Agreement, and **Commercial Lenders** means all of them.

**Commercial Margin** means two point five zero per cent. (2.50%) per annum.

**Commitment** means:

- (a) in relation to an Original Lender, the aggregate of any of its Eksfin Guaranteed Commitment, EIFO Guaranteed Commitment, KEXIM Direct Commitment and Commercial Commitment and the amount of any other such commitment assigned to it under this Agreement; and
- (b) in relation to any other Lender, the amount of any Eksfin Guaranteed Commitment, EIFO Guaranteed Commitment, KEXIM Direct Commitment and/or Commercial Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

**Compliance Certificate** means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) or otherwise approved.

**Confirmation** shall have, in relation to any Hedging Transaction, the meaning given to that term in the relevant Hedging Master Agreement.

**Confidential Information** means all information relating to an Obligor, the Group, the Transaction Documents or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from either:

- (a) any Group Member or any of its advisers; or
- (b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any Group Member or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

- (i) information that:
  - (A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of clause 52 (*Confidential Information*); or
  - (B) is identified in writing at the time of delivery as non-confidential by any Group Member or any of its advisers; or
  - (C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and
- (ii) any Funding Rate or Reference Bank Quotation.

**Confidentiality Undertaking** means a confidentiality undertaking substantially in the form recommended by the Loan Market Association.

**Constitutional Documents** means, in respect of an Obligor, such Obligor's memorandum and articles of association, by-laws or other constitutional documents including as referred to in any certificate relating to an Obligor delivered pursuant to Schedule 3 (*Conditions precedent*).

**Contract Price** means, in relation to Ship A, the purchase price of Ship A payable under the Building Contract as such purchase price may be varied from time to time pursuant to the terms of the Building Contract (including by variation orders for equipment and/or by any liquidated damages unless such liquidated damages relate to delays in the delivery of Ship A).

**Coordination Agreement** means:

- (a) in relation to Ship A and the Ship A Collateral Security, the coordination agreement made or (as the context may require) to be made between, amongst others, the Security Agent as senior mortgagee and the Collateral Security Agent as junior mortgagee; and
- (b) in relation to the Collateral Ship and the Collateral Security, the coordination agreement made or (as the context may require) to be made between, amongst others, the Collateral Security Agent as senior mortgagee and the Security Agent as junior mortgagee,

and **Coordination Agreements** means both of them.

**Corrective Action Plan** or **CAP** means a plan produced by the Borrower specifying the corrective actions (including the timing(s) and responsibility for such action(s)) being taken or proposed to be taken in order to remedy or mitigate all adverse consequences caused by an Environmental Incident, Social Incident, Environmental Claim, Social Claim, or IMO Code Claim, as may be amended or updated from time to time.

**CRR** means either CRR-EU or, as the context may require, CRR-UK.

**CRR-EU** means regulation 575/2013 of the European Union on prudential requirements for credit institutions and investment firms and regulation 2019/876 of the European Union amending Regulation (EU) No 575/2013 and all delegated and implementing regulations supplementing that Regulation.

**CRR Increased Cost** means an Increased Cost which is attributable to the implementation or application of or compliance with the CRR (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

**CRR-UK** means CRR-EU as amended and transposed into the laws of the United Kingdom by the European Union (Withdrawal) Act 2018 and the European Union (Withdrawal Agreement) Act 2020 and as amended by the Capital Requirements (Amendment) (EU Exit) Regulations 2019.

**CTA** means the Corporation Tax Act 2009.

**Debt Purchase Transaction** means, in relation to a person, a transaction where such person:

- (a) purchases by way of assignment or transfer;
- (b) enters into any sub-participation in respect of; or
- (c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of,

any Commitment or amount outstanding under any Advance under this Agreement.

**Debt Service Reserve Account** means any account with an Account Bank which is defined as such in any Account Security or which is designated as a “**Debt Service Reserve Account**” under clause 30 (*Bank accounts*).

**Declassification Date** means the date on which the Agent (acting on the instructions of the Majority Lenders), KEXIM and the ECAs exercise their right to declassify the Loan as a “green loan” in accordance with paragraph (a) of clause 23.16 (*Declassification Event*).



**Declassification Event** means:

- (a) the Agent receives a Declassification Request from the Borrower;
- (b) the Borrower ceases to be in compliance with the Green Asset Criteria; or
- (c) the Borrower fails to comply with the requirements of clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*), unless the failure to comply is capable of remedy and it is remedied within 10 Business Days of the earlier of (i) the Agent giving notice to the Borrower and (ii) the Borrower becoming aware of the failure to comply.

**Declassification Request** means a notice signed by the Borrower requesting that the Loan is no longer to be classified as a “green loan” for the purposes of the “Green Loan Provisions”. Such notice shall:

- (a) be signed by a director of the Borrower;
- (b) state the proposed Declassification Date; and
- (c) set out in reasonable detail the green loan related information demonstrating why the Loan should no longer be a “green loan”.

**Deed of Covenant** means, if the Mortgage is in account current form and where it is customary to grant a deed of covenant, a first priority deed of covenant in respect of Ship A by the relevant Owner in favour of the Security Agent in the agreed form.

**Default** means an Event of Default or any event or circumstance specified in clause 33 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

**Defaulting Lender** means any Lender:

- (a) which has failed to make its participation in an Advance available (or has notified the Agent or the Borrower (which has notified the Agent) that it will not make its participation in an Advance available) by the Utilisation Date in accordance with clause 5.4 (*Lenders’ participation*);
- (b) which has otherwise rescinded or repudiated a Finance Document; or
- (c) with respect to which an Insolvency Event has occurred and is continuing,

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:
  - (A) administrative or technical error; or
  - (B) a Disruption Event; and,payment is made within three Business Days of its due date; or
- (ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

**Delegate** means any delegate, agent, attorney, additional trustee or co-trustee appointed by the Security Agent.

**Delivery** means the delivery of Ship A by the relevant Builder and acceptance of such Ship by the relevant Owner under the relevant Building Contract.

**Delivery Date** means the date on which Delivery occurs.

**Disposal Repayment Date** means in relation to:

- (a) a Total Loss of Mortgaged Ship A, the applicable Total Loss Repayment Date; or
- (b) a sale of Mortgaged Ship A by the relevant Owner, the date upon which such sale is completed by the transfer of title to the purchaser in exchange for payment of all or part of the relevant purchase price (and upon or immediately prior to such completion).

**Disruption Event** means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
  - (i) from performing its payment obligations under the Finance Documents; or
  - (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

**Earnings** means, in relation to a Ship and a person, all money at any time payable to that person for or in relation to the use or operation of such Ship including freight, hire and passage moneys, money payable to that person for the provision of services by or from such Ship or under any charter commitment, requisition for hire compensation, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach and payments for termination or variation of any charter commitment and contributions of any nature whatsoever in respect of general average (including all moneys payable to the relevant Owner and/or a Bareboat Charterer of such Ship under any Charter, Charter Guarantee or Bareboat Charter in respect of such Ship, respectively).

**Earnings Account** means any account with an Account Bank which is defined as such in any Account Security or Collateral Account Security or which is designated as an “**Earnings Account**” under clause 30 (*Bank accounts*).

**EBITDA** has the meaning given to clause 22.2 (*Financial definitions*).

**ECA:**

- (a) in relation to the Eksfin Guarantee and/or the Eksfin Guaranteed Advance, means Eksfin; or
- (b) in relation to the EIFO Guarantee Policy and/or the EIFO Guaranteed Advance, means EIFO,

and **ECAs** shall mean any or all of them (and, for the avoidance of doubt, KEXIM shall not be an “ECA” for the purpose of this Agreement notwithstanding its legal status as an export credit agency).

**ECA Advance:**

- (a) in relation to Eksfin and/or the Eksfin Guarantee, means the Eksfin Guaranteed Advance; or
- (b) in relation to EIFO and/or the EIFO Guarantee Policy, means the EIFO Guaranteed Advance,

and **ECA Advances** means any or all of them.

**ECA Fees** means any of the fees payable under clause 13.6 (*ECA Fees*).

**ECA Guaranteed Lender:**

- (a) in relation to Eksfin and/or the Eksfin Guarantee, means the Eksfin Guaranteed Lenders; or
- (b) in relation to EIFO and/or the EIFO Guarantee Policy, means the EIFO Guaranteed Lenders,

and **ECA Guaranteed Lenders** shall mean any or all of them.

**ECA Mandatory Prepayment Event** shall have the meaning given to that term in clause 8.10 (*ECA Policy*).

**ECA Premium** means any of the Eksfin Premium or the EIFO Premium.

**EEA Member Country** means any member state of the European Union, Iceland, Liechtenstein and Norway.

**ECA Policies** means the Eksfin Guarantee and the EIFO Guarantee Policy and **ECA Policy** shall mean either of them.

**EIFO** means the Export and Investment Fund of Denmark, a state-owned enterprise having its registered office at Haifagade 3, 2150 Nordhavn, Denmark.

**EIFO Guarantee Policy** means a guarantee policy dated on or about the date hereof issued by EIFO in favour of the ECA Agent for and on behalf of the EIFO Guaranteed Lenders, setting out the terms and conditions of the buyer’s credit guarantee, issued or, as the context may require, to be issued by EIFO in favour of the EIFO Guaranteed Lenders, providing political and commercial risks’ cover and otherwise setting out the terms and conditions of its guarantee of an

amount up to one hundred per cent. (100%) of the EIFO Guaranteed Advance plus interest accruing thereon under the terms of this Agreement and certain other costs and expenses, subject to its terms and conditions and on such terms and conditions acceptable to all the EIFO Guaranteed Lenders.

**EIFO Guaranteed Advance** means a borrowing of a part of the Total Commitments by the Borrower up to the Total EIFO Guaranteed Commitments, which is to be made available or (as the context may require) the outstanding principal amounts of such borrowing.

**EIFO Guaranteed Commitment** means:

- (a) in relation to an Original EIFO Guaranteed Lender, the amount set opposite its name under the heading "EIFO Guaranteed Commitment" in Schedule 1 (*The original parties*) and the amount of any other EIFO Guaranteed Commitment assigned to it under this Agreement; and
- (b) in relation to any other EIFO Guaranteed Lender, the amount of any EIFO Guaranteed Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

**EIFO Guaranteed Margin** means zero point nine five per cent. (0.95%) per annum.

**EIFO Guaranteed Lender** means:

- (a) any of the Original EIFO Guaranteed Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as an EIFO Guaranteed Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as Eksfin Guaranteed Lender in accordance with the terms of this Agreement, and **EIFO Guaranteed Lenders** means all of them.

**EIFO Premium** means the annual premium as it has been determined by EIFO in relation to the issuance of the EIFO Guarantee Policy, [corresponding to one point five five per cent. (1.55%) per annum], calculated on the EIFO Guaranteed Advance in accordance with the terms of the EIFO Guarantee Policy.

**Eksfin** means Eksportfinansiering Norge, the export credit agency of Norway having its registered address at Støperigata 1, 0250 Oslo, Norway.

**Eksfin Guarantee** means the guarantee dated on or about the date hereof executed by Eksfin as guarantor and accepted and countersigned by each Eksfin Guaranteed Lender and the ECA Agent, covering one hundred per cent. (100%) on a comprehensive basis of political and commercial risks of the outstanding amount of principal and interest under the Eksfin Guaranteed Advance, as the same may be amended from time to time.

**Eksfin Guaranteed Advance** means a borrowing of a part of the Total Commitments by the Borrower up to the Total Eksfin Guaranteed Commitments, which is to be made available or (as the context may require) the outstanding principal amounts of such borrowing.

**Eksfin Guaranteed Commitment** means:

- (a) in relation to an Original Eksfin Guaranteed Lender, the amount set opposite its name under the heading “Eksfin Guaranteed Commitment” in Schedule 1 (*The original parties*) and the amount of any other Eksfin Guaranteed Commitment assigned to it under this Agreement; and
- (b) in relation to any other Eksfin Guaranteed Lender, the amount of any Eksfin Guaranteed Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement. **Eksfin Guaranteed Lender** means:

- (a) any of the Original Eksfin Guaranteed Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as an Eksfin Guaranteed Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as Eksfin Guaranteed Lender in accordance with the terms of this Agreement, and **Eksfin Guaranteed Lenders** means all of them.

**Eksfin Guaranteed Margin** means zero point nine five per cent. (0.95%) per annum.

**Eksfin Premium** means the annual premium as it has been determined by Eksfin in relation to the issuance of the Eksfin Guarantee, corresponding to one point five five per cent. (1.55%) per annum, calculated on the Eksfin Guaranteed Advance in accordance with the terms of the Eksfin Guarantee.

**Eksfin Transfer** means an assignment of rights, or a transfer of rights and obligations, under or in relation to the Eksfin Guaranteed Commitments and/or the Eksfin Guaranteed Advance by an Eksfin Guaranteed Lender to Eksfin (or to any person specified by Eksfin) pursuant to clause 35 (*Changes to the Lenders*).

**Eligible Institution** means any Lender or other bank, financial institution, trust, fund or other entity selected by the Borrower and which, in each case, is not a Group Member.

**Employment Compliance Certificate** means a certificate substantially in the form set out in Schedule 13.

**Environmental Approval** means any permit, license, consent, approval and other authorisations required under any Environmental Law.

**Environmental Claim** means any claim or proceeding by any person or company or any formal notice, in each case with respect to any investigation by relevant public authorities which has been commenced against any Obligor or a Ship in respect of (i) any material breach of or material non-conformity with Environmental Law or (ii) any material breach of or material non-conformity with or a revocation or suspension of an Environmental Approval.

**Environmental Incident** means any spill, release or discharge of Environmentally Sensitive Material which is capable of materially polluting the environment in circumstances where:

- (a) a Fleet Vessel is involved; and/or

- (b) any Obligor is reasonably expected to be liable for Environmental Claims arising from such spill, release or discharge (other than Environmental Claims arising and fully satisfied before the date of this Agreement).

**Environmental Law** means any applicable law, regulation, convention or treaty, judgment, order or any other executive or legislative measure or act having the force of law in any jurisdiction in which any Obligor conducts business and which relates to the pollution or protection of, or the prevention of harm or damage to, the environment, including, without limitation, the manufacturing, generation, processing, distribution, use, treatment, storage, disposal, transport or handling of Environmentally Sensitive Material.

**Environmentally Sensitive Material** means and includes all contaminants, oil, oil products, toxic substances and any other substance (including any chemical, gas or other hazardous or noxious substance) which is (or is capable of being or becoming) polluting, toxic or hazardous.

**EU Bail-In Legislation Schedule** means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

**EU Ship Recycling Regulation** means Regulation (EU) No 1257/2013 of the European Parliament and of the Council of 20 November 2013 on ship recycling and amending Regulation (EC) No 1013/2006 and Directive 2009/16/EC (Text with EEA relevance).

**EURIBOR** means, in relation to each Advance or any part of it and any Unpaid Sum:

- (a) the applicable Screen Rate as of 11:00 a.m. (Brussels time) on the relevant Quotation Day for a period equal in length to the Interest Period of that Advance or relevant part of it or Unpaid Sum; or
- (b) as otherwise determined pursuant to clause 12.1 (*Unavailability of Screen Rate*),

and if, in either case, that rate is less than zero, EURIBOR shall be deemed to be zero.

**Event of Default** means any event or circumstance specified as such in clause 33 (*Events of Default*).

**External Reviewer** means S&P Global or any replacement external reviewer being a member firm of Deloitte, Ernst & Young Global Limited, KPMG International Limited, PricewaterhouseCoopers International Limited or DNV or any other person approved by the Majority Lenders as may be appointed from time to time by Guarantor A, provided that any such replacement is:

- (a) an independent professional services firm, environmental consultancy firm or ratings agency which is regularly engaged in the application and monitoring of ESG standards and ESG calculation methodologies; and
- (b) not an Affiliate of an Obligor.

**Facility** means the term loan facility made available by the Lenders under this Agreement as described in clause 2 (*The Facility*).

**Facility Office** means:

- (a) in respect of a Lender, the office or offices notified by that Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than

five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement; or

- (b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for Tax purposes.

**Facility Period** means the period from and including the date of this Agreement to and including the date on which the Total Commitments have reduced to zero and all indebtedness of the Obligors under the Finance Documents has been irrevocably and unconditionally and discharged in full.

**FATCA** means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

**FATCA Application Date** means:

- (a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- (b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

**FATCA Deduction** means a deduction or withholding from a payment under a Finance Document required by FATCA.

**FATCA Exempt Party** means a Party that is entitled to receive payments free from any FATCA Deduction.

**FATCA FFI** means a foreign financial institution as defined in section 1471(d)(4) of the Code which could be required to make a FATCA Deduction.

**Fee Letters** means any letters entered into between (a) any Finance Parties and/or KEXIM and/or any ECA and (b) any Obligors by reference to this Agreement in relation to any fees payable to any Finance Parties and/or KEXIM and/or any ECAs and **Fee Letter** means any one of them.

**Final Repayment Date** means, subject to clause 45.7 (*Business Days*) and in relation to each Advance, the date which falls on the twelfth (12<sup>th</sup>) anniversary of the Delivery Date.

**Finance Documents** means this Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Employment Compliance Certificate, any Green Loan Compliance Certificate, any Fee Letter, any Utilisation Request, any Quiet Enjoyment Agreement in relation to a Ship, the Security Documents, any Transfer Certificate, any Hedging Contracts, any Hedging

Master Agreement, any Coordination Agreement and any other document designated as such by the Agent and the Borrower and shall, for the avoidance of doubt, exclude the ECA Policies.

**Finance Party** means the Agent, the Security Agent, the ECA Agent, the Arrangers, the ECA Coordinator, the Green Loan Arranger, any Hedging Provider, a Lender or any Ancillary Lender.

**Financial Indebtedness** means any indebtedness for or in respect of:

- (a) moneys borrowed and debit balances at banks or other financial institutions;
- (b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);
- (c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under GAAP);
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (h) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the latest Final Repayment Date or are otherwise classified as borrowings under GAAP;
- (i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 180 days after the date of supply;
- (j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing or otherwise classified as borrowings under GAAP; and
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

**Financial Year** means the annual accounting period of the Group ending on or about the Accounting Reference Date in each year.

**First Repayment Date** means, in relation to each Advance and subject to clause 45.7 (*Business Days*), the date falling three Months after the Delivery Date.



**Flag State** means, in relation to a Ship (i) any Approved Flag State in which such Ship is or is to be registered on the Delivery Date (in the case of Ship A) or the date of its delivery to the Collateral Owner under the relevant Building Contract (in the case of the Collateral Ship), (ii) any other Approved Flag State in which such Ship is or is to be registered at the request of the relevant Owner, subject to the provisions of paragraph (b) of clause 25.2 (*Ship's name and registration*) or (iii) such other state or territory as may be approved by the Majority Lenders, KEXIM and the ECAs at the request of the relevant Owner (such approval or, where such state or territory is not approved by the Majority Lenders, KEXIM and the ECAs, such rejection, not to be unreasonably delayed), subject to the provisions of paragraph (b) of clause 25.2 (*Ship's name and registration*) as being the “**Flag State**” of such Ship for the purposes of the Finance Documents.

**Fleet Vessel** means each of the Mortgaged Ships and any other vessel owned, operated, managed or crewed by any Group Member.

**Funding Rate** means any individual rate notified by a Lender to the Agent pursuant to paragraph (a)(ii) of clause 12.4 (*Cost of funds*).

**GAAP** means generally accepted accounting principles in Denmark including (without limitation) international account standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

**General Assignment** means in relation to Ship A and the Borrower and each Bareboat Charterer of such Ship, a first assignment of its interest in the Ship's Insurances, Earnings (including Earnings under any Charter and any Charter Guarantee for the Ship, if and to the extent it would not constitute a breach of the relevant Charter or Charter Guarantee (as applicable) for the Ship (unless clause 25.8(e)(ii) applies)), Requisition Compensation and, subject to the terms of clause 25.8(e)(ii) in relation to a Charter, the Charter Documents for such Charter, and, in the case of the Borrower only, any Bareboat Charter for such Ship, one such assignment executed by the Borrower and each Bareboat Charterer of such Ship in favour of the Security Agent or any other Finance Party in the agreed form.

**GLP or the Green Loan Principles** means the Green Loan Principles together with the “Guidance on Green Loan Principles”, published on 23 February 2023 by the Loan Market Association (**LMA**), the Loan Syndications and Trading Association (**LSTA**) and the Asia Pacific Loan Market Association (**APLMA**) and the accompanying guidance in force as at the date of this Agreement, as may be updated from time to time.

**Green Asset Criteria** means, at any relevant time:

- (a) the proceeds of the Loan are used for the purpose of financing Green Assets;
- (b) not more than 5% of the aggregate combined annual turnover of the Borrower attributable to the Green Assets (as shown in the then most recent audited annual financial statements of the Borrower delivered pursuant to clause 21.3 (*Financial statements*)) is derived from non-offshore renewable energy activities; and
- (c) the aggregate market value of the Green Assets (as most recently determined by valuations obtained in accordance with clause 28 (*Minimum Security Value*)) is equal to or exceeds the outstanding amount of the Green Loan.

**Green Assets** means Ship A for as long as it falls within “*green project categories*” as defined in the Green Finance Framework.

**Green Finance Framework** means the green finance framework dated December 2023 and prepared by Guarantor A on sustainability reporting.

**Green Finance Second Party Opinion** means the green finance second party opinion dated 1 December 2023 and issued by the External Reviewer as the same may be updated or amended from time to time to confirm, inter alia, the alignment of the Green Finance Framework with the GLP.

**Green Loan** means the outstanding amount of the Loan until a Declassification Event occurs and is continuing.

**Green Loan Compliance Certificate** means a certificate substantially in the form set out in Schedule 10 (*Form of Green Loan Compliance Certificate*) delivered pursuant to clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*).

**Green Loan Compliance Certificate Inaccuracy** has the meaning given to it in clause 21.17 (*Green Loan Compliance Certificate Inaccuracy*).

**Green Loan Information** means all information which has been:

- (a) provided by or on behalf of a Group Member to a Finance Party; or
- (b) approved by any Group Member,

solely in connection with, and to the extent it relates to, any Green Loan Compliance Certificate or any Green Loan Report,

**Green Loan Provisions** means each of paragraph (g) of clause 20.8 (*No misleading information*), clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*) to clause 21.18 (*Green Loan Information*) (inclusive), clause 23.16 (*Declassification Event*) and clause 23.17 (*Green Loan publicity*).

**Green Loan Report** has the meaning given to that term in clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*).

**Group** means Guarantor A and its Subsidiaries for the time being and, for the purposes of clause 21.3 (*Financial statements*) and clause 22 (*Financial covenants*), any other entity required to be treated as a subsidiary in its consolidated accounts in accordance with GAAP and/or any applicable law.

**Group Member** means any Obligor and any other entity which is part of the Group.

**Guarantee** means the obligations of the Guarantors under clause 19 (*Guarantee and indemnity*).

**Guarantor** means an Original Guarantor or an Additional Guarantor which has become a guarantor under this Agreement pursuant to clause 36.5 (*Additional Guarantors*) and **Guarantors** means any or all of them.

**Guarantor A Affiliate** means Guarantor A, each of its Affiliates, any trust of which Guarantor A or any of its Affiliates is a trustee, any partnership of which Guarantor A or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, Guarantor A or any of its Affiliates.

**Headcount Decrease** means any decrease in Guarantor A's total employee headcount in Denmark which would result in it falling below its total employee headcount in Denmark as at 30 June 2024 (being 134 employees) by more than twenty per cent. (20%).

**Hedging Contract** means any Hedging Transaction between the Borrower and any Hedging Provider pursuant to any Hedging Master Agreement and includes any Hedging Master Agreement and any Confirmations from time to time exchanged under it and governed by its terms relating to that Hedging Transaction and any contract in relation to such a Hedging Transaction constituted and/or evidenced by them and **Hedging Contracts** means together all or any of them.

**Hedging Contract Security** means a deed or other instrument by the Borrower in favour of the Security Agent in the agreed form conferring a Security Interest over any Hedging Contracts.

**Hedging Exposure** means, as at any relevant date and in relation to any Hedging Provider, the aggregate of the amount certified by that Hedging Provider to the Agent to be the net amount in euro;

- (a) in relation to all Hedging Contracts with that Hedging Provider that have been closed out on or prior to the relevant date, that is due and owing by the Borrower to that Hedging Provider in respect of such Hedging Contracts on the relevant date; and
- (b) in relation to all Hedging Contracts with that Hedging Provider that are continuing on the relevant date, that would be payable by the Borrower to that Hedging Provider under (and calculated in accordance with) the early termination provisions of such Hedging Contracts as if an Early Termination Date (under and as defined in the relevant Hedging Master Agreement) had occurred on the relevant date in relation to all such continuing Hedging Contracts.

**Hedging Master Agreement** means each agreement made or (as the context may require) to be made between the Borrower and a Hedging Provider comprising an ISDA Master Agreement and the Schedule thereto in the agreed form and **Hedging Master Agreements** means together all or any of them.

**Hedging Provider** means:

- (a) any Original Hedging Provider; and
- (b) any entity which has become a Party as a Hedging Provider in accordance with clause 35.14 (*Accession of Hedging Providers*)

and **Hedging Providers** means any or all of them.

**Hedging Transaction** has, in relation to any Hedging Master Agreement, the meaning given to the term "Transaction" in that Hedging Master Agreement and **Hedging Transactions** means any or all of them.

**Holding Company** means, in relation to a person, any other person in respect of which it is a Subsidiary.

**IMO Code Claim** means any formal notice of or claim from relevant authorities for a material breach of the ISM Code, the ISPS Code, the Polar Code, SOLAS, MARPOL or the STCW/STCW-F being made against any Obligor or otherwise in connection with a Ship or any actual or threatened withdrawal, suspension, cancellation or modification of the SMC, the ISSC or the DOC or any "major non-conformity", as such term is defined in the ISM Code.

**Impaired Agent** means the Agent at any time when:

- (a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;
- (b) the Agent otherwise rescinds or repudiates a Finance Document;
- (c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a) or (b) of the definition of Defaulting Lender; or
- (d) an Insolvency Event has occurred and is continuing with respect to the Agent;

unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by:

- (A) administrative or technical error; or
- (B) a Disruption Event; and

payment is made within 3 Business Days of its due date; or

(ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question

**Increased Costs** has the meaning given to that term in clause 15.1 (*Increased costs*).

**Indemnified Person** means:

- (a) each Finance Party, each of the ECAs, each Receiver, any Delegate and any attorney, agent or other person appointed by them under the Finance Documents;
- (b) each Affiliate of those persons; and
- (c) any officers, directors, employees, advisers, representatives or agents of any of the above persons.

**Initial Bareboat Charter** means, in relation to a Ship, the Bareboat Charter for that Ship the details of which are provided in Schedule 2 (*Ship information*) under the relevant Ship and **Initial Bareboat Charter** means all of them.

**Initial Charter** means, in relation to a Ship, each of the charter commitments for that Ship, details of which are provided in Schedule 2 (*Ship information*) under the relevant Ship and **Initial Charters** means all of them.

**Initial Charterer** means, in relation to a Ship and each of its respective Initial Charters, the charterer under such Initial Charter, whose details are set out in Schedule 2 (*Ship information*) under the relevant Ship.

**Insolvency Event** in relation to an entity means that the entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;
- (e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:
  - (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation; or
  - (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (f) has exercised in respect of it one or more of the stabilisation powers pursuant to Part 1 of the Banking Act 2009 and/or has instituted against it a bank insolvency proceeding pursuant to Part 2 of the Banking Act 2009 or a bank administration proceeding pursuant to Part 3 of the Banking Act 2009;
- (g) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (h) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d) above);
- (i) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other enforcement action or legal process levied, enforced, taken or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (j) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or
- (k) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

**Insurance Notice** means, in relation to a Ship, a notice of assignment of Insurances in the form scheduled to any of that Ship's General Assignments or Collateral General Assignments (as the case may be) or in another approved form.

**Insurances** means, in relation to a Ship:

- (a) all policies and contracts of insurance; and
- (b) all entries in a protection and indemnity or war risks or other mutual insurance association,

in the name of the relevant Owner or the joint names of the relevant Owner and any other person in respect of or in connection with such Ship and includes all benefits thereof (including the right to receive claims and to return of premiums), but it excludes loss of hire or Earnings insurances.

**Interbank Market** means the European interbank market.

**Interest Period** means, in relation to an Advance, each period determined in accordance with clause 11 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with clause 10.3 (*Default interest*).

**Interpolated Screen Rate** means, in relation to EURIBOR for an Interest Period with respect to any Advance or any part of it or any Unpaid Sum, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:

- (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the relevant Interest Period; and
- (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the relevant Interest Period,

each as of 11:00 a.m. (Brussels time) on the relevant Quotation Day.

**Inventory of Hazardous Material** means, in relation to a Ship, a statement of compliance issued by the relevant Classification Society and which includes a list of any and all materials known to be potentially hazardous utilised in the construction of such Ship and which also may be referred to as a List of Hazardous Material.

**Investment Entity** means an entity which purchases shares and/or voting shares in the Borrower pursuant to the Potential Investment, notified to the Agent by Guarantor A in writing.

**Investment Share Security** means a document creating a first Security Interest over the shares in the Borrower held by the Investment Entity in favour of the Security Agent and in agreed form, to be entered into as a condition precedent to the Potential Investment.

**ITA** means the Income Tax Act 2007.

**JV Bareboat Charter** means, in relation to a Ship, a bareboat charter for such Ship entered into pursuant to the terms of, and defined as such in, clause 25.8(c) (*Chartering*).

**KEXIM** means the Export-Import Bank Of Korea, a special juridical entity duly organized and existing under the laws of the Republic of Korea, whose registered office is located at 38 Eunhaeng-ro, Yeongdeungpo-gu, Seoul, the Republic of Korea 07242, for as long as it is a KEXIM Direct Lender.

**KEXIM Direct Advance** means a borrowing of a part of the Total Commitments by the Borrower up to the Total KEXIM Direct Commitment, which is to be made available or (as the context may require) the outstanding principal amounts of such borrowing.

**KEXIM Direct Commitment** means:

- (a) in relation to the Original KEXIM Direct Lender, the amount set opposite its name under the heading “KEXIM Direct Commitment” in Schedule 1 (*The original parties*) and the amount of any other KEXIM Direct Commitment assigned to it under this Agreement; and
- (b) in relation to any other KEXIM Direct Lender, the amount of any KEXIM Direct Commitment assigned to it under this Agreement, to the extent not cancelled, reduced or assigned by it under this Agreement.

**KEXIM Direct Lender** means:

- (a) any of the Original KEXIM Direct Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a KEXIM Direct Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as KEXIM Direct Lender in accordance with the terms of this Agreement, and **KEXIM Direct Lenders** means all of them.

**KEXIM Direct Margin** means two point five zero per cent. (2.50%) per annum.

**Last Availability Date** means, in relation to each Advance, the earlier of (a) the Utilisation Date, (b) the Delivery Date and (c) the Backstop Date (or such later date as may be approved by all the Lenders and the ECAs).

**Legal Opinion** means any legal opinion delivered to the Agent and the Security Agent under clause 4 (*Conditions of Utilisation*).

**Legal Reservations** means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Act 1980 and the Foreign Limitation Periods Act 1984;
- (c) the possibility that an undertaking to assume liability for, or indemnify a person against, non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (d) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and
- (e) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions.

**Lender** means:

- (a) any of the Original Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as Lender in accordance with the terms of this Agreement, and **Lenders** means all of them.

**Loan** means the loan made or to be made under the Facility or the principal amount outstanding of that loan (and it comprises the Advances).

**Loss Payable Clauses** means, in relation to a Ship, the provisions concerning payment of claims under such Ship's Insurances in the form scheduled to any of the Ship's General Assignments or Collateral General Assignments (as the case may be) or in another approved form.

**Losses** means any costs, expenses (including, but not limited to, legal fees), payments, charges, losses, demands, liabilities, taxes (including VAT), claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.

**Major Casualty** means any casualty to a vessel for which the total insurance claim, inclusive of any deductible, exceeds or may exceed the Major Casualty Amount.

**Major Casualty Amount** means, in relation to a Ship, the amount specified as such against the name of such Ship in Schedule 2 (*Ship information*) or the equivalent in any other currency.

**Majority Lenders** means a Lender or Lenders whose Commitments aggregate more than 66 2/3% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66 2/3% of the Total Commitments immediately prior to the reduction).

**Management Agreement** means, in relation to a Ship, the agreement between the relevant Owner or Bareboat Charterer (as applicable) of such Ship and a Manager relating to the appointment of that Manager in respect of such Ship.

**Manager** means, in relation to a Ship, the Bareboat Charterer of such Ship (including where a separate Management Agreement has been entered into between the relevant Owner and the relevant Bareboat Charterer) from time to time as technical manager and commercial manager of such Ship, or another manager appointed by the relevant Owner or Bareboat Charterer (as applicable) of the relevant Ship as the technical and/or commercial manager of such Ship in accordance with clause 25.4 (*Manager*).

**Manager's Undertaking** means in relation to Ship A, a first priority undertaking by any manager of such Ship (other than where such manager is also the Bareboat Charterer of such Ship and a Guarantor) to the Security Agent in the agreed form, including pursuant to clause 25.4 (*Manager*).

**Mandatory Declassification Event** means a Declassification Event under paragraphs (b) and/or (c) of the definition of Declassification Event.

**Margin** means:

- (a) in relation to the Eksfin Guaranteed Advance, the Eksfin Guaranteed Margin;
- (b) in relation to the EIFO Guaranteed Advance, the EIFO Guaranteed Margin;
- (c) in relation to the KEXIM Direct Advance, the KEXIM Direct Margin; or
- (d) in relation to the Commercial Advance, the Commercial Margin.



**Material Adverse Effect** means a material adverse effect on:

- (a) the operations, property or condition (financial or otherwise) of the Obligors taken as a whole; or
- (b) the ability of an Obligor to perform its obligations under any of the Finance Documents; or
- (c) the legality, validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purporting to be granted pursuant to any of, the Finance Documents or any of the rights or remedies of any Finance Party under any of the Finance Documents.

**Measurement Period** has the meaning given to that term in clause 22.2 (*Financial definitions*).

**Minimum Bareboat Charter Hire** means, in relation to a Ship, its Owner, and a Bareboat Charter relevant to it, an amount which, for the entire tenor of that Bareboat Charter is, in the reasonable opinion of all the Lenders, sufficient:

- (a) to allow the Borrower to pay when they fall due under the Finance Documents all amounts of principal in respect of the Loan, interest thereon, all amounts payable under all Hedging Contracts relating to the Loan, any other amounts relating to the Loan and to pay and/or prepay, or otherwise meet all their obligations when they fall due under, the Ancillary Outstandings; and
- (b) to allow the relevant Owner of such Ship to pay when they fall due any and all costs and expenses (including operating costs and expenses) of the Ship which are for the account of that Owner under the terms of the Bareboat Charter, including any and all maintenance, management, drydocking, insurance, general and administrative costs, expenses, indemnities and any and all other costs, expenses and Taxes of that Owner in connection with its own and the Ship's administration, operation, corporate existence, ownership of assets and taxation (as applicable); and
- (c) to allow for an additional amount of 10% of all the above sums under paragraphs (a) and (b) at any given time as contingency for additional payments which the relevant Owner may have to make,

in each case, as any such amounts may fall due during the entire tenor of that Bareboat Charter or are otherwise connected with that Bareboat Charter and provided that the charter hire under a Bareboat Charter shall not at any time exceed the maximum amount permitted by transfer pricing regulations applicable to the relevant Bareboat Charterer and/or Owner.

In relation to the Collateral Ship only, the terms "Loan", "Hedging Contracts", "Ancillary Outstandings" and "Finance Documents" used in paragraph (a) above shall have the meaning given to such terms in the Collateral Facility Agreement.

**Minimum Value** means, at any time, the amount in euro which is at that time one hundred and forty per cent. (140%) of the amount which is the sum of:

- (a) the Loan;  
minus
- (b) any amount then credited to any Debt Service Reserve Account;  
minus

- (c) the value of any additional security then held by the Security Agent or any other Finance Party provided pursuant to clause 28.13 (*Security shortfall*) in the form of cash deposit in euros (but always subject to clause 28.14 (*Creation of additional security*)).

**Month** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in the calendar month in which that period is to end (if there is one) or on the immediately preceding Business Day (if there is not);
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period.

**Mortgage** means, in relation to Ship A, a first priority or (as the case may be) first preferred mortgage of such Ship in the agreed form by the Borrower in favour of the Security Agent or any other Finance Party.

**Mortgaged Collateral Ship** means the Collateral Ship at any time it is subject to the Collateral Mortgage and/or whose Earnings, Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

**Mortgage Period** means, in relation to a Mortgaged Ship, the period from the date the Mortgage or Collateral Mortgage, as applicable, over that Ship is executed and registered until the date such Mortgage or Collateral Mortgage, as applicable, is released and discharged or, if earlier, its Total Loss Date.

**Mortgaged Ship A** means, Ship A at any time after it has been delivered to the Borrower under the relevant Building Contract and is subject to the Mortgage and/or whose Earnings, Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

**Mortgaged Ships** means, at any relevant time, Mortgaged Ship A and the Mortgaged Collateral Ship and **Mortgaged Ship** means any of them.

**Mortgages** means the Mortgage and the Collateral Mortgage.

**New Lender** has the meaning given to that term in clause 35 (*Changes to the Lenders*).

**Notifiable Debt Purchase Transaction** has the meaning given to that term in clause 36.3 (*Disenfranchisement of Debt Purchase Transactions entered into by Guarantor A Affiliates*).

**Obligors** means the Borrower, the Guarantors and any Manager (with the exception of any Manager who is not a Group Member), and **Obligor** means any one of them.

**Obligors' Agent** means Guarantor A.

**Onwards Investment** means the purchase, through a single transaction, by an Approved

Investor of any of the shares and/or voting shares of the Borrower previously acquired by the Investment Entity pursuant to the Potential Investment, subject to the following conditions being met before it is completed:

- (a) such purchase not constituting or resulting in a Change of Control;
- (b) no Event of Default existing at the time of, or would result from, the completion of such purchase;
- (c) satisfactory “know your customers” checks by the Lenders and the ECAs in respect of the Approved Investor;
- (d) the provision of the Approved Investor Share Security at the cost and expense of the Borrower;
- (e) receipt by the Agent of all the documents and other evidence listed in paragraph 1 of Part 1 (*Initial conditions precedent*) of Schedule 3 (*Conditions precedent*) in relation to the Approved Investor and the Approved Investor Share Security, each in form and substance satisfactory to the Agent and at the cost and expense of the Borrower;
- (f) receipt by the Agent of a legal opinion of Norton Rose Fulbright LLP on matters of English law and a legal opinion of its advisors in the jurisdiction of the Approved Investor, in each case in relation to the Approved Investor Share Security and in a form satisfactory to the Agent, at the cost and expense of the Borrower;
- (g) satisfactory due diligence and any other documents to be agreed between the parties as relevant; and
- (h) approval of the Approved Investor by EIFO.

**Original Financial Statements** means the audited consolidated financial statements of Guarantor A for its Financial Year ended 31 December 2023.

**Original Jurisdiction** means, in relation to an Obligor, the jurisdiction under whose laws that Obligor is incorporated as at the date of this Agreement or, in the case of an Additional Guarantor, as at the date on which that Additional Guarantor becomes Party.

**Original Obligors** means the Borrower and the Original Guarantors and **Original Obligor** means any of them.

**Original Schedule of Repayment Amounts** means Schedule 6 (*Original Schedule of Repayment Amounts*) to this Agreement.

**Original Security Documents** means:

- (a) the Mortgage;
- (b) the Deed of Covenant if the Mortgage is in account current form and where it is customary to grant a deed of covenant;
- (c) the General Assignments, one by the relevant Owner and each Bareboat Charterer of Ship A;
- (d) the Share Security;

- (e) the Account Security in relation to each Account (other than a Collateral Account);
- (f) the Hedging Contract Security;
- (g) any Subordination Deed;
- (h) any Manager's Undertaking; and
- (i) the Collateral Security.

**Owner** means, in relation to a Ship, the person specified against the name of such Ship in Schedule 2 (*Ship information*).

**Participating Member State** means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

**Party** means a party to this Agreement.

**Permitted Distribution** means a dividend or other distribution (in cash or in kind) made by Guarantor A in respect of a prior Financial Year provided that Guarantor A confirms to the Finance Parties by submitting a written certificate signed by its Chief Financial Officer or its Chief Executive Officer, that:

- (a) the dividend or other distribution constitutes no more than 50% of Guarantor A's consolidated net profit for such prior Financial Year, as the same is shown in the then latest Annual Financial Statements (as defined in clause 21 (*Information undertakings*)) for the Measurement Period corresponding to such Financial Year; and
- (b) the financial covenants under clause 22 (*Financial Covenants*) forecasted and calculated on a pro forma basis for the 12 month period starting on the date of the certificate will be complied with.

**Permitted Maritime Liens** means, in relation to any Mortgaged Ship:

- (a) unless a Default is continuing, any ship repairer's or outfitter's possessory lien in respect of the Ship for an amount not exceeding the Major Casualty Amount for such Ship;
- (b) any lien on the Ship for master's, officer's or crew's wages outstanding in the ordinary course of its trading;
- (c) any lien for master's disbursements incurred in the ordinary course of trading;
- (d) any lien on the Ship for salvage; and
- (e) any liens arising on the Ship by operation of law in the ordinary course of trading provided they secure obligations not more than 30 days overdue.

**Permitted Security Interests** means, in relation to any Mortgaged Ship, any Security Interest over it which is:

- (a) granted by the Finance Documents; or
- (b) granted by the Collateral Finance Documents; or

- (c) a Permitted Maritime Lien; or
- (d) approved by the Majority Lenders (whether under a Coordination Agreement or otherwise).

**Poseidon Principles** means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization from time to time.

**Potential Investment** means the purchase, through a single transaction, of up to forty-nine point nine nine per cent. (49.99%) of the shares and/or voting shares of the Borrower by the Investment Entity, subject to the following conditions being met before it is completed:

- (a) such purchase not constituting or resulting in a Change of Control;
- (b) no Event of Default existing at the time of, or would result from, the completion of such purchase;
- (c) satisfactory “know your customers” checks by the Lenders and the ECAs in respect of the Investment Entity;
- (d) the provision of the Investment Share Security at the cost and expense of the Borrower;
- (e) receipt by the Agent of all the documents and other evidence listed in paragraph 1 of Part 1 (*Initial conditions precedent*) of Schedule 3 (*Conditions precedent*) in relation to the Investment Entity and the Investment Share Security, each in form and substance satisfactory to the Agent and at the cost and expense of the Borrower;
- (f) receipt by the Agent of a legal opinion of Norton Rose Fulbright LLP on matters of English law and a legal opinion of its advisors in the jurisdiction of the Investment Entity, in each case in relation to the Investment Share Security and in a form satisfactory to the Agent, at the cost and expense of the Borrower;
- (g) satisfactory due diligence and any other documents to be agreed between the parties as relevant; and
- (h) approval of the Investment Entity by EIFO.

**Pre-placement Hedging Transactions** means a Hedging Transaction for the provision to the Borrower (or to its order) of an amount in USD (in exchange for not less than fifty per cent. (50%) of the Loan (in euro) to be utilised on the Utilisation Date), whether by way of currency swap or foreign exchange collar transaction, required for pre-placement with the Builder’s Bank pursuant to clause 5.5 (*Pre-placement of Advances*), and, where there is a cancellation of the Total Commitments pursuant to clause 5.5(h) (*Pre-placement of Advances*), a Hedging Transaction for the subsequent provision of the relevant euro amount (in exchange for USD) to the Borrower (or to its order) required to repay the Lenders in accordance with clause 5.5(h) (*Pre-placement of Advances*), and **Pre-placement Hedging Transaction** shall mean any of them.

**QPP Certificate** has the meaning given to it in clause 14 (*Tax gross up and indemnities*). **QPP Lender** has the meaning given to it in clause 14 (*Tax gross up and indemnities*).

**Qualifying Lender** has the meaning given to that term in clause 14 (*Tax gross up and indemnities*).

**Quasi-Security** has the meaning given to that term in clause 31.2 (General negative pledge).

**Quiet Enjoyment Agreement** means, in relation to a Ship, a letter by the Security Agent addressed to, and acknowledged by, a charterer of that Ship (other than a Bareboat Charterer) in the agreed form.

**Quotation Day** means, in relation to any period for which an interest rate is to be determined, two TARGET Days before the first day of that period unless market practice in the Interbank Market differs, in which case the Quotation Day shall be determined by the Agent in accordance with market practice in the Interbank Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days).

**Receiver** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property appointed under any Security Document.

**Reference Bank Quotation** means any quotation supplied to the Agent by a Reference Bank under any Finance Document.

**Reference Bank Rate** means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks:

- (a) (other than where paragraph (b) below applies) as the rate at which the relevant Reference Bank believes one prime bank is quoting to another prime bank for interbank term deposits in euro within the Participating Member States for the relevant period; or
- (b) if different, as the rate (if any and applied to the relevant Reference Bank and the relevant period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator.

**Reference Banks** means, in relation to EURIBOR, such entities as may be appointed by the Agent in consultation with the Borrower.

**Reformed Basel III** means the agreements contained in “Basel III: Finalising post-crisis reforms” published by the Basel Committee on Banking Supervision in December 2017, as amended, supplemented or restated.

**Registry** means, in relation to each Ship, such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the relevant Ship, the relevant Owner’s title to such Ship and the Mortgage or Collateral Mortgage, as applicable, and (if applicable) the Deed of Covenant or Collateral Deed of Covenant, as applicable, under the laws of its Flag State.

**Related Fund** in relation to a fund (the **first fund**), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

**Relevant Jurisdiction** means, in relation to an Obligor:

- (a) its Original Jurisdiction;
- (b) any jurisdiction where any Charged Property owned by it is situated;
- (c) any jurisdiction where it conducts its business; and

(d) any jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

**Repayment Date** means, subject to clause 45.7 (*Business Days*) and in respect of each Advance:

- (a) the First Repayment Date;
- (b) each of the dates falling at intervals of three Months thereafter up to but not including the Final Repayment Date; and
- (c) the Final Repayment Date.

**Repeating Representations** means each of the representations set out in clauses 20.2 (*Status*) to 20.7 (*Governing law and enforcement*), 20.8(b) and 20.8(e) (*No misleading information*), 20.9(a) to 20.9(c) (*Original Financial Statements*), 20.10 (*Pari passu ranking*), 20.11 (*Ranking and effectiveness of security*), 20.22 (*Anti-bribery, anti-corruption and anti-money laundering laws*) and 20.23 (*Security and Financial Indebtedness*).

**Replacement Schedule of Repayment Amounts** means any replacement Schedule of Repayment Amounts calculated by the Agent in accordance with clause 7 (*Repayment*).

**Requisition Compensation** means, in relation to a Ship, any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of such Ship.

**Resolution Authority** means any body which has authority to exercise any Write-down and Conversion Powers.

**Restricted Party** means a person that is:

- (a) listed on any Sanctions List or targeted by Sanctions (whether designated by name or by reason of being included in a class of person); or
- (b) located in or incorporated under the laws of any Sanctioned Country;
- (c) directly or indirectly owned or controlled by, or acting on behalf, at the direction, or for the benefit, of a person referred to in paragraphs (a) and/or (to the extent relevant under Sanctions) (b) above; or
- (d) otherwise, or will become with the expiry of any period of time, subject to Sanctions.

**Sanctioned Country** means a country or territory whose government is the target of, or that is subject to, comprehensive, country-wide or territory-wide Sanctions (including, as at the date of this Agreement, Cuba, Syria, Iran, North Korea and Crimea as well as the Donetsk, Luhansk, Zaporizhzhia and Kherson regions of Ukraine).

**Sanctions** means any applicable (to any Obligor, Group Member, each of their directors, officers and employees and/or Finance Party as the context provides) laws, regulations or orders concerning any trade, economic or financial sanctions or embargoes or other restrictive measures enacted or enforced by a Sanctions Authority.

**Sanctions Advisory** means the sanctions advisory for the Maritime Industry, Energy and Metals Sectors, and Related Communities issued May 14, 2020 by the US Department of the Treasury,

Department of State and Coast Guard, as may be amended or supplemented, and any similar future advisory.

**Sanctions Authority** means the Norwegian State, the United Nations, the European Union, each of the present or future member states of the European Union, each of the present and future member states of the European Economic Area, the United Kingdom, the United States of America, the Republic of Korea and the respective governmental institutions and agencies of the foregoing, including, but not limited to, His Majesty's Treasury (**HMT**), the Office of Foreign Assets Control of the US Department of Treasury (**OFAC**), the United States Department of State, and any of their respective legislative, executive, enforcement and/or regulatory authorities or bodies acting in connection with Sanctions and any governmental authority with jurisdiction over an Obligor.

**Sanctions List** means:

- (a) the lists of Sanctions designations and/or targets maintained by any Sanctions Authority;
- (b) any other Sanctions designation or target listed and/or adopted by a Sanctions Authority, in all cases, as amended, supplemented or replaced from time to time; and/or
- (c) any similar list maintained by, or any public announcement of Sanctions designation made by, any Sanctions Authority.

**Scheduled Delivery Date** means the date referred to in Schedule 2 (*Ship information*) under Ship A, being the estimated date for Delivery of Ship A under the relevant Building Contract as at the date of this Agreement.

**Schedule of Repayments Amounts** means the Original Schedule of Repayment Amounts or, as the case may be, a Replacement Schedule of Repayment Amounts.

**Screen Rate** means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Borrower and the Lenders.

**Secured Obligations** means all indebtedness and obligations at any time of any Obligor to any Finance Party (whether for its own account or as agent or trustee for itself and/or other Finance Parties) under, or related to, the Finance Documents and the Ancillary Documents.

**Security Agent** includes any person as may be appointed as such under the Finance Documents and includes any separate trustee or co-trustee appointment under clause 38.8 (*Additional trustees*).

**Security Documents** means:

- (a) the Original Security Documents;
- (b) any Investment Share Security;
- (c) any Approved Investor Share Security; and



- (d) any other document (other than the ECA Policies) as may be executed to guarantee and/or secure any amounts owing to the Finance Parties under this Agreement or any other Finance Document.

**Security Interest** means a mortgage, charge, pledge, lien, assignment, trust, hypothecation or other security interest of any kind securing any obligation of any person or any other agreement or arrangement having a similar effect.

**Security Property** means:

- (a) the Transaction Security expressed to be granted in favour of the Security Agent as trustee for the Finance Parties and all proceeds of that Transaction Security;
- (b) all obligations expressed to be undertaken by any Obligor to pay amounts in respect of the Secured Obligations to the Security Agent as trustee for the Finance Parties and secured by the Transaction Security together with all representations and warranties expressed to be given by an Obligor in favour of the Security Agent as trustee for the Finance Parties; and
- (c) any other amounts or property, whether rights, entitlements, choses in action or otherwise, actual or contingent, which the Security Agent is required by the terms of the Finance Documents to hold as trustee on trust for the Finance Parties.

**Security Value** means, at any time, the amount in euro which, at that time, is the aggregate of:

- (a) the value of Mortgaged Ship A (or, if less, the maximum amount capable of being secured by the Mortgage) provided that such Ship has not then become a Total Loss; and
- (b) the value of any additional security then held by the Security Agent or any other Finance Party provided under clause 28 (*Minimum security value*),

in each case as most recently determined in accordance with this Agreement (but excluding the value of any additional security then held by the Security Agent or any other Finance Party provided pursuant to clause 28.13 (*Security shortfall*) in the form of cash deposits in euro).

**Selection Notice** means a notice substantially in the form set out in Schedule 5 (*Selection Notice*) given in accordance with clause 11 (*Interest Periods*).

**Share Security** means, in relation to the Borrower, the document constituting a first Security Interest by the person(s) described as its shareholder(s) in Schedule 1 (*The original parties*) in favour of the Security Agent or any other Finance Party in the agreed form in respect of all of the shares in the Borrower.

**Ship A** means the ship described as such in Schedule 2 (*Ship information*).

**Ship A Collateral Security** means the 'Collateral Security' as such term is defined in the Collateral Facility Agreement.

**Ship Representations** means each of the representations and warranties set out in clauses 20.35 (*Ship status*) and 20.36 (*Ship's employment*).

**Ships** means Ship A and the Collateral Ship, and **Ship** means any or all of them.

**Social Claim** means any claim or proceeding by any person or company or any formal notice with respect to any investigation by relevant public authorities having been commenced against any Obligor or a Ship in respect of (i) any material breach of or material non-conformity with any Social Law or (ii) any material breach of or material non-conformity with or revocation or suspension of a social approval.

**Social Incident** means:

- (a) an incident or accident related to a Ship or any Obligor:
  - (i) resulting in death or serious or multiple injury; or
  - (ii) which may, following completion of proper investigation by any relevant labour authority, result into fines or sanctions from labour authorities; or
- (b) a significant community or worker related grievance or protest related to a Ship or any Obligor.

**Social Law** means any applicable law, regulation, convention or treaty or any other executive or legislative measure or act having the force of law in any jurisdiction where any Obligor conducts business and which relates to human health and safety, labour (and/or the conditions of the workplace) or human rights issues.

**Statement of Compliance** means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

**Subordination Deed** means, in respect of any Financial Indebtedness owing from the Borrower to any other Group Member, a first priority subordination deed in an agreed form between (inter alios) the Security Agent and the lender and borrower of the relevant Financial Indebtedness providing (inter alia) that:

- (a) such Financial Indebtedness is in all respects subject and subordinate to all amounts owing to the Finance Parties under the Finance Documents; and
- (b) if and for as long as an Event of Default is continuing, the lender of such Financial Indebtedness will not be entitled to demand payment or make any claim in respect of the same, whether for principal, interest or any other amounts in connection with the same;
- (c) such Financial Indebtedness, all contracts and agreements in which it is documented and all rights of the lenders of such Financial Indebtedness arising from such contracts or agreements or in connection with such Financial Indebtedness are assigned and/or pledged in favour of the Security Agent; and
- (d) the lender of such Financial Indebtedness owing by the Borrower will procure and agree to the full release, discharge and forgiveness of such Financial Indebtedness if any Finance Party has exercised any remedies or rights (or attempted to do so) under any Share Security over the shares in the Borrower.

**Subsidiary** of a person means any other person:

- (a) directly or indirectly controlled by such person; or
- (b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than fifty per cent. (50%),

and a person is a “**wholly-owned Subsidiary**” of another person if it has no members except that other person and that other person’s wholly-owned Subsidiaries or persons acting on behalf of that other person or its wholly-owned Subsidiaries.

**Swire Pacific** means Swire Pacific Limited of 33/F, One Pacific Place, 88 Queensway, the HKSAR, the People’s Republic of China and its Subsidiaries from time to time.

**T2** means the real time gross settlement system operated by the Eurosystem, or any successor system.

**TARGET Day** means any day on which T2 is open for the settlement of payments in euro.

**Tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and **Taxation** shall be construed accordingly.

**Testing Date** has the meaning given to that term in clause 22.2 (*Financial definitions*).

**Total Commercial Commitments** means the aggregate of the Commercial Commitments, being EUR 62,492,223.74 at the date of this Agreement.

**Total Commitments** means the aggregate of the Total Eksfin Guaranteed Commitments, the Total EIFO Guaranteed Commitments, the Total KEXIM Direct Commitments and the Total Commercial Commitments, being EUR 208,307,412.47 at the date of this Agreement.

**Total EIFO Guaranteed Commitments** means the aggregate of the EIFO Guaranteed Commitments, being EUR 69,372,101.58 at the date of this Agreement.

**Total Eksfin Guaranteed Commitments** means the aggregate of the Eksfin Guaranteed Commitments, being EUR 21,499,618.26 at the date of this Agreement.

**Total KEXIM Direct Commitments** means the aggregate of the KEXIM Direct Commitments, being EUR 54,943,468.89 at the date of this Agreement.

**Total Loss** means, in relation to a vessel, its:

- (a) actual, constructive, compromised, agreed or arranged total loss; or
- (b) requisition for title, confiscation or other compulsory acquisition by a government entity; or
- (c) hijacking, piracy, theft, condemnation, capture, seizure, arrest or detention for more than 90 days.

**Total Loss Date** means, in relation to the Total Loss of a vessel:

- (a) in the case of an actual total loss, the date it happened or, if such date is not known, the date on which the vessel was last reported;
- (b) in the case of a constructive, compromised, agreed or arranged total loss, the earliest of:
  - (i) the date notice of abandonment of the vessel is given to its insurers; or
  - (ii) if the insurers do not admit such a claim, the date later determined by a competent court of law to have been the date on which the total loss happened; or

- (iii) the date upon which a binding agreement as to such compromised or arranged total loss has been entered into by the vessel's insurers;
- (c) in the case of a requisition for title, confiscation or compulsory acquisition, the date it happened; and
- (d) in the case of hijacking, piracy, theft, condemnation, capture, seizure, arrest or detention, the date 90 days after the date upon which it happened.

**Total Loss Repayment Date** means, where Mortgaged Ship A has become a Total Loss after its Delivery, the earlier of:

- (a) the date 180 days after its Total Loss Date; and
- (b) the date upon which insurance proceeds or Requisition Compensation for such Total Loss are paid by insurers or the relevant government entity.

**Transaction Document** means:

- (a) each Building Contract Document;
- (b) each Bareboat Charter for a Ship;
- (c) each Charter Document for a Ship; and
- (d) each of the Finance Documents.

**Transaction Security** means the Security Interests created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents.

**Transfer Certificate** means a certificate substantially in the form set out in Schedule 8 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrower.

**Transfer Date** means, in relation to an assignment pursuant to a Transfer Certificate, the later of:

- (a) the proposed Transfer Date specified in the Transfer Certificate; and
- (b) the date on which the Agent executes the Transfer Certificate.

**Treasury Transaction** means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

**UK Bail-In Legislation** means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

**Unpaid Sum** means any sum due and payable but unpaid by an Obligor under the Finance Documents.

**US** means the United States of America.

**Utilisation** means the making of the Advances.

**Utilisation Date** means the date on which the Utilisation is to be made.

**Utilisation Request** means a notice substantially in the form set out in Schedule 4 (*Utilisation Request*).

**VAT** means:

- (a) any value added tax imposed by the Value Added Tax Act 1994;
- (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (c) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above, or imposed elsewhere.

**Voluntary Declassification Event** means a Declassification Event under paragraph (a) of the definition of Declassification Event.

**Write-down and Conversion Powers** means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;
- (b) in relation to any UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and
- (c) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:
  - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and
  - (ii) any similar or analogous powers under that Bail-In Legislation.

## **1.2 Construction**

- (a) Unless a contrary indication appears, a reference in any of the Finance Documents to:
  - (i) Sections, clauses and Schedules are to be construed as references to the Sections and clauses of, and the Schedules to, the relevant Finance Document and references to a Finance Document include its Schedules;

- (ii) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as it may from time to time be amended, restated, novated or replaced, however fundamentally;
  - (iii) words importing the plural shall include the singular and vice versa;
  - (iv) a time of day are to Central European time (CET);
  - (v) any person includes its successors in title, permitted assignees or transferees;
  - (vi) the knowledge, awareness and/or beliefs (and similar expressions) of any Obligor shall be construed so as to mean the knowledge, awareness and beliefs of the director and officers of such Obligor, having made due and careful enquiry;
  - (vii) two or more persons are **acting in concert** if pursuant to an agreement or understanding (whether formal or informal) they actively co-operate, through the acquisition (directly or indirectly) of shares, partnership interest or units or limited liability company interest in an entity by any of them, either directly or indirectly, to obtain or consolidate control of that entity;
  - (viii) a document **in agreed form** means:
    - (A) where a Finance Document has already been executed by all of the relevant parties to it, such Finance Document in its executed form;
    - (B) prior to the execution of a Finance Document, the form of such Finance Document separately agreed in writing between the Agent and the Borrower as the form in which that Finance Document is to be executed or another form approved at the request of the Borrower or, if not so agreed or approved, is in the form specified by the Agent;
  - (ix) **approved by the Majority Lenders** or **approved by the Lenders** means approved in writing by the Agent acting on the instructions of the Majority Lenders or, as the case may be, all of the Lenders (on such conditions as they may respectively impose) and otherwise **approved** means approved in writing by the Agent acting on the instructions of the Majority Lenders (on such conditions as the Agent (acting on the instructions of the Majority Lenders) may impose) and **approval** and **approve** shall be construed accordingly;
  - (x) **assets** includes present and future properties, revenues and rights of every description;
  - (xi) an **authorisation** means any authorisation, consent, concession, approval, resolution, licence, exemption, filing, notarisation or registration;
  - (xii) **charter commitment** means, in relation to a vessel, any charter or other contract for the use, employment or operation of that vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any contract of affreightment or any contract for services relating to that vessel and any agreement for pooling or sharing income derived from any such charter or other contract;
  - (xiii) **control** of an entity means:
-

- (A) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
- (1) cast, or control the casting of, more than fifty per cent. (50%) of the maximum number of votes that might be cast at a general meeting of that entity; or
  - (2) appoint or remove all, or the majority, of the directors or other equivalent officers of that entity; or
  - (3) give directions with respect to the operating and financial policies of that entity with which the directors or other equivalent officers of that entity are obliged to comply; and/or
- (B) the holding beneficially of more than fifty per cent. (50%) of the issued share capital of that entity (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital) (and, for this purpose, any Security Interest over share capital shall be disregarded in determining the beneficial ownership of such share capital),

and **controlled** shall be construed accordingly;

- (xiv) a Lender's **cost of funds** in relation to its participation in an Advance is a reference to the average cost (determined either on an actual or a notional basis) which that Lender would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in that Advance for a period equal in length to the relevant Interest Period;
- (xv) the term **disposal** or **dispose** means a sale, transfer or other disposal (including by way of lease or loan but not including by way of loan of money) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time, but not the creation of a Security Interest;
- (xvi) the **equivalent** of an amount specified in a particular currency (the **specified currency amount**) shall be construed as a reference to the amount of the other relevant currency which can be purchased with the specified currency amount in the London foreign exchange market at or about 11.00 a.m. on the date the calculation falls to be made for spot delivery, as conclusively determined by the Agent (with the relevant exchange rate of any such purchase being the **Agent's spot rate of exchange**);
- (xvii) a **government entity** means any government, state or agency of a state;
- (xviii) a **group of Lenders** or a **group of Finance Parties** includes all the Lenders or (as the case may be) all the Finance Parties;
- (xix) a **guarantee** means (other than in clause 19 (*Guarantee and indemnity*)) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

- (xx) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (xxi) an **obligation** means any duty, obligation or liability of any kind;
  - (xxii) something being in the **ordinary course of business** of a person means something that is in the ordinary course of that person's current day-to-day operational business (and not merely anything which that person is entitled to do under its Constitutional Documents);
  - (xxiii) **pay, prepay or repay** in clause 31 (*Business restrictions*) includes by way of set-off, combination of accounts or otherwise;
  - (xxiv) a **person** includes any individual, firm, company, corporation, government entity or any association, trust, joint venture, consortium, partner ship or other entity (whether or not having separate legal personality);
  - (xxv) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and, in relation to any Lender, includes (without limitation) any Basel Regulation which is applicable to that Lender;
  - (xxvi) **right** means any right, privilege, power or remedy, any proprietary interest in any asset and any other interest or remedy of any kind, whether actual or contingent, present or future, arising under contract or law, or in equity;
  - (xxvii) **trustee, fiduciary and fiduciary duty** has in each case the meaning given to such term under applicable law;
  - (xxviii) (i) the **liquidation, winding up, dissolution, or administration** of person or (ii) a **receiver or administrative receiver or administrator** in the context of insolvency proceedings or security enforcement actions in respect of a person shall be construed so as to include any equivalent or analogous proceedings or any equivalent and analogous person or appointee (respectively) under the law of the jurisdiction in which such person is established or incorporated or any jurisdiction in which such person carries on business including (in respect of proceedings) the seeking or occurrences of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors; and
  - (xxix) a provision of law is a reference to that provision as amended or re-enacted from time to time.
- (b) The determination of the extent to which a rate is “**for a period equal in length**” to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
  - (c) Where in this Agreement a provision includes a monetary reference level in one currency, unless a contrary indication appears, such reference level is intended to apply equally to its equivalent in other currencies as of the relevant time for the purposes of applying such reference level to any other currencies.
  - (d) Section, clause and Schedule headings are for ease of reference only.



- (e) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
- (f) The Borrower providing **cash cover** for an Ancillary Facility means the Borrower paying an amount in the currency of the Ancillary Facility to an account and the following conditions being met:
  - (i) either:
    - (A) the account is in the name of the Borrower and is with the Ancillary Lender for which that cash cover is to be provided and, until no amount is or may be outstanding under that Ancillary Facility, withdrawals from the account may only be made to pay the relevant Finance Party amounts due and payable to it under this Agreement in respect of that Ancillary Facility; or
    - (B) the account is in the name of the Ancillary Lender for which that cash cover is to be provided; and
  - (ii) the Borrower has executed documentation in form and substance satisfactory to the Finance Party for which that cash cover is to be provided, creating a first ranking security interest or other collateral arrangement, in respect of the amount of that cash cover.
- (g) A Default (other than an Event of Default) is continuing if it has not been remedied (if capable of being remedied) or waived and an Event of Default is continuing if it has not been waived.
- (h) Unless a contrary indication appears, in the event of any inconsistency between the terms of this Agreement and the terms of any other Finance Document when dealing with the same or similar subject matter, the terms of this Agreement shall prevail.
- (i) The Borrower **repaying** or **prepaying** Ancillary Outstandings means:
  - (i) the Borrower providing cash cover in respect of the Ancillary Outstandings;
  - (ii) the maximum amount payable under the Ancillary Facility being reduced or cancelled in accordance with its terms; or
  - (iii) the Ancillary Lender being satisfied that it has no further liability under that Ancillary Facility,and the amount by which Ancillary Outstandings are, repaid or prepaid under paragraphs (i) and (ii) above is the amount of the relevant cash cover, reduction or cancellation.
- (j) An amount borrowed includes any amount utilised under an Ancillary Facility.

### 1.3 Currency symbols and definitions

- (a) **€**, **EUR** and **euro** denote the lawful currency of the Participating Member States.
- (b) **dollar**, **\$** and **USD** mean the lawful currency of the United States of America;

#### **1.4 Third party rights**

- (a) Except for a provision expressed to be in favour of any ECA, rights expressed to be for the benefit of or exercisable by any ECA under a Finance Document or, unless expressly provided to the contrary in a Finance Document, a provision expressed to be for the benefit of a Finance Party or another Indemnified Person, a person who is not a party to a Finance Document has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of the relevant Finance Document.
- (b) Any Finance Document may be rescinded or varied by the parties to it without the consent of any person who is not a party to it (unless otherwise provided by this Agreement, including in respect of an ECA and without prejudice to the provisions of the ECA Policies).
- (c) An Indemnified Person who is not a party to a Finance Document may only enforce its rights under that Finance Document through a Finance Party and if and to the extent and in such manner as the Finance Party may determine.
- (d) Each party agrees that (i) neither ECA shall have any obligations or liabilities under this Agreement unless and until it becomes a Lender in accordance with the terms of this Agreement and (ii) this Agreement may not be amended to limit, modify or eliminate any rights of any ECA without its prior written consent.

#### **1.5 Finance Documents**

Where any other Finance Document provides that this clause 1.5 shall apply to that Finance Document, any other provision of this Agreement which, by its terms, purports to apply to all or any of the Finance Documents and/or any Obligor shall apply to that Finance Document as if set out in it but with all necessary changes.

#### **1.6 Conflict of documents**

- (a) The terms of the Finance Documents (other than any Coordination Agreement and other than as relates to the creation and/or perfection of security) are subject to the terms of this Agreement and, in the event of any conflict between any provision of this Agreement and any provision of any Finance Document (other than any Coordination Agreement and other than in relation to the creation and/or perfection of security) the provisions of this Agreement shall prevail.
- (b) The terms of the Finance Documents are subject to the terms of the Coordination Agreements and, in the event of any conflict between any provision of any Finance Documents and any provision of a Coordination Agreement, the relevant provision of the Coordination Agreement shall prevail.
- (c) In case of any conflict between any provision of a Finance Document and an ECA Policy, the provisions of the relevant ECA Policy shall, as between the Finance Parties and the relevant ECA, prevail, and to the extent of such conflict or inconsistency, none of the Finance Parties shall assert to the relevant ECA the terms of the relevant Finance Documents.

#### **1.7 Independence of the Finance Documents**

Each Obligor acknowledges that its obligations under the Finance Documents:

- (a) are independent and separate from the Building Contract for Ship A and any other document or agreement (other than any Finance Document);
- (b) are not subject to, or dependent upon, the execution or performance by the relevant Builder or any other person of its obligations under the Building Contract for Ship A or any other document, contract or arrangement related to it; and
- (c) will not be affected or discharged by:
  - (i) any matter affecting the relevant Builder or any other person or the Building Contract for Ship A or any other document, contract or arrangement related to them;
  - (ii) non-performance, breach, frustration or invalidity of, or the destruction, non-completion or non-functioning of any of the goods and services to be supplied, or rendered, under, the Building Contract for Ship A or any other document, contract or arrangement related to it;
  - (iii) any dispute under the Building Contract for Ship A or any other document, contract or arrangement related to it, or any claim which the Borrower, the relevant Builder or any other person may have against, or consider that it has against or any other person under or in relation to the Building Contract for Ship A or any other document, contract or arrangement related to it;
  - (iv) any administration, bankruptcy, insolvency, liquidation or similar proceedings commenced against the relevant Builder or any other person party to any export contract, or being applicable to any transactions contemplated thereunder, or any exporter or any other person party to the Building Contract for Ship A or any transactions contemplated thereunder being insolvent; or
  - (v) any unenforceability, illegality or invalidity of any obligation of the relevant Builder or any other person under the Building Contract for Ship A or any other document, contract or arrangement related thereto.

#### **1.8 Instructions of the ECAs**

- (a) The Parties acknowledge and agree that, in accordance with the terms of any ECA Policy, the relevant ECA may, at any time, instruct any relevant ECA Guaranteed Lender (whether directly or by notice to the ECA Agent) to suspend or to cease to perform any or all of its obligations under this Agreement or any other Finance Document. That ECA Guaranteed Lender will be required to comply with any such instruction. Each Party agrees that it will not hold any ECA Guaranteed Lender responsible for complying with any such instruction.
- (b) Each Obligor acknowledges and agrees that:
  - (i) an ECA Guaranteed Lender may be required to exercise, or to refrain from exercising, its rights, powers, authorities and discretions under, and performing its obligations under, or in connection with, the Finance Documents, in accordance with any instructions given to it by the relevant ECA (through the ECA Agent or otherwise) in accordance with the provisions of the relevant ECA Policy; and
  - (ii) an ECA Guaranteed Lender will not be acting or making any determination unreasonably if such action or such determination is made in accordance with any relevant ECA Policy or any instructions given to it by the relevant ECA (through the

ECA Agent or otherwise) in accordance with the provisions of any relevant ECA Policy.

## 1.9 Sanctions – Restricted Lender

(a) In relation to:

- (i) KfW IPEX-Bank GmbH; and
- (ii) each other Lender that notifies the Agent to this effect,

(each a **Restricted Lender**), clause 20.34 (*Sanctions*), clause 23.13 (*Sanctions*), paragraphs (b), (c) or (d) of clause 26.16 (*Lawful use*), clause 33.3(c) (*Financial covenants; ECA Cover; Sanctions*) (together, the **Sanctions Provisions**) shall only apply for the benefit of that Restricted Lender to the extent that the Sanction Provisions would not result in any violation of, conflict with or liability under:

- (A) Council Regulation (EC) 2271/1996; or
- (B) section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) (in connection with section 4 paragraph 1 no.3 of the German Foreign Trade Act (*Außenwirtschaftsgesetz*)); or
- (C) any similar applicable anti-boycott law or regulation imposed by the European Union or any of its member states,

in each case protecting against the effects of the extra-territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom (together, the **Anti-Boycott Regulations**). For the avoidance of doubt, Sanctions imposed by the Security Council of the United Nations, the European Union and/or any of its member states shall be deemed not to result in any violation of the Anti-Boycott Regulations.

(b) A Restricted Lender must notify the Agent (each such notice, an **Exclusion Notice**) if the Commitments, Ancillary Commitments and/or consent and/or approval, as applicable, of that Restricted Lender shall be excluded in connection with any actual or potential amendment, waiver, determination or direction relating to any part of a Sanction Provision of which such Restricted Lender does not have the benefit pursuant to paragraph (a) above for the purpose of determining whether the consent and/or approval of the Majority Lenders (or, as the case may be, all the Lenders or a specific group of Lenders or such other relevant Lender) has been obtained or whether the determination or direction by the Majority Lenders (or, as the case may be, all the Lenders or a specific group of Lenders or such other relevant Lender) has been made. Absent an Exclusion Notice by a Restricted Lender the Agent is not permitted to exclude that Restricted Lender for the purpose of determining whether the consent and/or approval of the Majority Lenders (or, as the case may be, all the Lenders or a specific group of Lenders or such other relevant Lender) has been obtained or whether the determination or direction by the Majority Lenders (or, as the case may be, all the Lenders or such other relevant Lender) has been made.

## Section 2 - The Facility

### 2 The Facility

#### 2.1 The Facility

Subject to the terms of this Agreement, the Lenders make available to the Borrower a term loan facility in an aggregate amount equal to the Total Commitments.

#### 2.2 Finance Parties' rights and obligations

- (a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any Advance (or any relevant part of it) or any other amount owed by an Obligor which relates to a Finance Party's participation in the Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.
- (c) A Finance Party may, except as specifically provided in the Finance Documents (including clause 43 (*Finance Parties acting together*)), separately enforce its rights under or in connection with the Finance Documents.

#### 2.3 Obligors' Agent

- (a) Each Obligor (other than Guarantor A) by its execution of this Agreement or an Accession Deed irrevocably appoints Guarantor A (acting through one or more authorised signatories) to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:
  - (i) Guarantor A on its behalf to supply all information concerning itself contemplated by this Agreement to the Finance Parties and to give all notices and instructions (including, in the case of the Borrower, Utilisation Requests), to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor notwithstanding that they may affect the Obligor, without further reference to or the consent of that Obligor; and
  - (ii) each Finance Party to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to Guarantor A,

and in each case the Obligor shall be bound as though the Obligor itself had given the notices and instructions (including, without limitation, any Utilisation Requests) or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

- (b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under any Finance Document on behalf of another Obligor or in connection with any Finance Document (whether or not known to any other Obligor and whether occurring before or after such other Obligor became an Obligor under any Finance Document) shall be binding for all purposes on that Obligor as if that Obligor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Obligors' Agent and any other Obligor, those of the Obligors' Agent shall prevail.

### **3 Purpose**

#### **3.1 Purpose**

The Borrower shall apply all amounts borrowed under the Facility in accordance with this clause 3.

#### **3.2 Use on Delivery**

Subject to the terms of this Agreement, the Lenders shall make available to the Borrower the Facility in an aggregate amount up to the Total Commitments for the purpose of:

- (a) assisting the relevant Owner to finance the part of the Contract Price of Ship A falling due on its Delivery by paying the same to the relevant Builder; and
- (b) the refinancing of amounts already paid by the relevant Owner under the Building Contract for Ship A.

#### **3.3 Monitoring**

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

### **4 Conditions of Utilisation**

#### **4.1 Initial conditions precedent**

The Borrower (or Guarantor A on its behalf) may not deliver a Utilisation Request unless the Agent, or its duly authorised representative, has received all of the documents and other evidence listed in Part 1 (*Initial conditions precedent*) of Schedule 3 (*Conditions precedent*) in form and substance satisfactory to the Agent.

#### **4.2 Conditions precedent on Delivery**

The Advances may only be borrowed under this Agreement if, on or before the Utilisation:

- (a) if delivery of the Collateral Ship by the relevant Builder to the Collateral Guarantor under the relevant Building Contract has not occurred at the time, the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Part 2 (*Conditions precedent on Delivery (Ship A)*) of Schedule 3 (*Conditions precedent*) in form and substance satisfactory to the Agent; and
- (b) if delivery of the Collateral Ship by the relevant Builder to the Collateral Guarantor under the relevant Building Contract has occurred at the time, the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Part 2 (*Conditions*

*precedent on Delivery (Ship A)* and Part 3 (*Conditions precedent on Delivery (Collateral Ship)*) of Schedule 3 (*Conditions precedent*) in form and substance satisfactory to the Agent.

#### **4.3 Further conditions precedent**

The Lenders will only be obliged to comply with clause 5.4 (*Lenders' participation*) if:

- (a) on the date of each Utilisation Request and on the proposed Utilisation Date, no Default is continuing or would result from the proposed Utilisation;
- (b) on the date of each Utilisation Request and on the proposed Utilisation Date, no ECA Mandatory Prepayment Event has occurred or would result from the proposed Utilisation;
- (c) in relation to each Utilisation, on the date of the Utilisation Request and on the proposed Utilisation Date, all of the representations set out in clause 20 (*Representations*) (except the Ship Representations and the representations set out in clauses 20.14 (*No filing or stamp taxes*) to 20.17 (*Other Tax matters*) and clause 20.28 (*No adverse consequences*)) are true in all material respects;
- (d) no events, facts, conditions or circumstances shall exist or have arisen or occurred (and neither the Agent nor any Lender shall have become aware of other events, facts, conditions or circumstances not previously known to it), which the Agent (acting on the instructions of the Majority Lenders) shall determine, have had or could reasonably be expected to have, a Material Adverse Effect;
- (e) where the proposed Utilisation Date is to be the first day of the Mortgage Period for a Ship, the Ship Representations for such Ship are true on the proposed Utilisation Date; and
- (f) neither the Agent nor the ECA Agent have received any notice from any ECA requesting the Lenders or any other Finance Party to suspend the Utilisation of the Facility, and the ECA Agent is satisfied that each ECA Policy:
  - (i) is in full force and effect; and
  - (ii) provides cover, in accordance with its terms, in respect of the relevant ECA Advance and related interest, for the percentage of political and commercial risks expected by the Lenders.

#### **4.4 Conditions subsequent**

- (a) Where paragraph 4.2(a) above applies, the Borrower shall, immediately upon the delivery of the Collateral Ship by the relevant Builder to the Collateral Guarantor under the relevant Building Contract, deliver to the Agent all of the documents and evidence listed in Part 3 (*Conditions precedent on Delivery (Collateral Ship)*) of Schedule 3 (*Conditions precedent*), in form and substance satisfactory to the Agent.
- (b) The Borrower shall, as soon as practicable after the date of this Agreement and in any event within the time period stated in Part 5 (*Conditions subsequent*) of Schedule 3 (*Conditions precedent*), deliver to the Agent all of the documents and evidence listed in Part 5 (*Conditions subsequent*) of Schedule 3 (*Conditions precedent*), in form and substance satisfactory to the Agent.

**4.5 Waiver of conditions precedent**

The conditions in this clause 4 are inserted solely for the benefit of the Finance Parties and may be waived on their behalf in whole or in part and with or without conditions by the Agent acting on the instructions of the Majority Lenders, KEXIM and the ECAs.

**4.6 Notification regarding Advances**

The Agent shall deliver to the ECA Agent and the ECA Agent shall deliver to each ECA (with a copy to the Lenders):

- (a) promptly and in any event not less than 5 Business Days before a proposed Utilisation Date:
  - (i) notice of receipt of a Utilisation Request;
  - (ii) details of each Lender's participation in the relevant ECA Advance; and
  - (iii) the proposed Utilisation Date.
- (b) as soon as reasonably practicable after being notified of the same and instructed by the Majority Lenders (through the Agent), written notice of any circumstances that will lead to a claim under, or enforcement of, any ECA Policy and any event that may prejudice the rights of a Lender under this Agreement or any ECA Policy;
- (c) as soon as reasonably practicable after being notified of the same and instructed by the Majority Lenders (through the Agent), written notice of the occurrence of any Default; and
- (d) no later than 30 days from (and including) the Utilisation Date, a copy of the Schedule of Repayment Amounts for each ECA Advance provided pursuant to clause 7.2(d) (*Scheduled repayment of Facility*).



## Section 3 - Utilisation

### 5 Utilisation

#### 5.1 Delivery of a Utilisation Request

The Borrower (or Guarantor A on its behalf) may utilise the Facility by delivery to the Agent of a duly completed Utilisation Request covering each of the Advances not later than 10:00 a.m. (Paris time) five Business Days before the proposed Utilisation Date (or such later date before the proposed Utilisation Date as may be approved by all the Lenders).

#### 5.2 Completion of a Utilisation Request

- (a) A Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
  - (i) the proposed Utilisation Date is a Business Day falling not later than the Last Availability Date;
  - (ii) the currency and amounts of the Utilisation comply with clause 5.3 (*Currency and amount*);
  - (iii) the proposed Interest Period complies with clause 11 (*Interest Periods*); and
  - (iv) it identifies the purpose for the Utilisation and that purpose complies with clause 3 (*Purpose*).
- (b) Only one Utilisation Request covering all Advances may be made in respect of the Facility and the Facility may only be borrowed in a single amount.

#### 5.3 Currency and amount

- (a) The currency specified in the Utilisation Request must be euro but the Borrower (or Guarantor A on its behalf) may request that, forthwith upon the Utilisation and before disbursement by the Agent, the Advances or part thereof be converted from euro to USD by the Agent at the Agent's spot rate of exchange and the Agent agrees to do so in respect of any such request for up to fifty per cent. (50%) of the Loan to be utilised.
- (b) The total amount available and advanced under the Facility shall not exceed the lower of:
  - (i) the Total Commitments;
  - (ii) the amount in euro which is equal to 69.80% of the Contract Price (in euro where so denominated and for such part of the Contract Price denominated in other currencies, the equivalent in euro of such part denominated in such other currencies, which conversion shall take place on such basis acceptable to the Majority Lenders, KEXIM and the ECAs); and
  - (iii) the amount in euro which is 65% of the market value of Ship A in euro as shown by the valuation made pursuant to Part 2 (*Conditions precedent on Delivery (Ship A)*) of Schedule 3 (*Conditions precedent*).
- (c) Subject to the limitations of paragraph (b) above, the amount advanced under each Eksfin Guaranteed Advance, the EIFO Guaranteed Advance, the KEXIM Direct Advance and the

Commercial Advance on Utilisation shall be equal to the proportion of the amount of the Loan to be advanced borne by the Total Eksfin Guaranteed Commitments, the Total EIFO Guaranteed Commitments, the Total KEXIM Direct Commitments or the Total Commercial Commitments (as applicable) to the Total Commitments immediately prior to the Utilisation.

- (d) The amount of an ECA Advance shall however not exceed the level of cover provided for principal pursuant to the ECA Policy for such Advance.

#### 5.4 Lenders' participation

- (a) If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Advance available by 11:00 am (CET time) on the Utilisation Date through its Facility Office.
- (b) The amount of each Lender's participation in each of the Eksfin Guaranteed Advance, the EIFO Guaranteed Advance, the KEXIM Direct Advance and the Commercial Advance will be equal to the proportion of the relevant Advance borne by its Eksfin Guaranteed Commitment, EIFO Guaranteed Commitment, KEXIM Direct Commitment or Commercial Commitment (as applicable) to the Total Eksfin Guaranteed Commitments, Total EIFO Guaranteed Commitments, Total KEXIM Direct Commitments or Total Commercial Commitments, respectively, prior to making the relevant Advance.
- (c) The Agent shall promptly notify each Lender of the amount of each Advance and the amount of its participation in the relevant Advance, in each case by 11:00 a.m. (CET time) on the date falling two Business Days before the relevant Quotation Day.
- (d) The Agent shall pay all amounts received by it in respect of each Advance (and its own participation in it, if any) to the Borrower or its account or the Builder, in each case in accordance with the instructions contained in the Utilisation Request.

#### 5.5 Pre-placement of Advances

- (a) Notwithstanding that the Borrower may have not yet satisfied all of the conditions precedent set out in Schedule 3 (*Conditions precedent*), in order to facilitate compliance by the Borrower with the Building Contract for Ship A, and provided that:
  - (i) the Borrower (or Guarantor A on its behalf) has submitted the Utilisation Request in accordance with this clause 5;
  - (ii) the Borrower has satisfied the conditions precedent set out in Part 1 (*Initial conditions precedent*) of Schedule 3 (*Conditions precedent*) and in paragraphs 1, 2(d), 8, 9(a) to (f), 10, 12 to 18 and 19 of Part 2 (*Conditions precedent on delivery (Ship A)*) of Schedule 3 (*Conditions precedent*); and
  - (iii) in the reasonable opinion of the Agent the Borrower is reasonably likely to satisfy all remaining and outstanding conditions precedent set out in Part 2 (*Conditions precedent on delivery (Ship A)*) and, if applicable, Part 3 (*Conditions precedent on delivery (Collateral Ship)*) of Schedule 3 (*Conditions precedent*) by the Utilisation Date and in any event on or before the Release (as defined in paragraph (c) below),

the Lenders shall, subject to the other terms and conditions of this clause 5.5 and the other provisions of this Agreement, make the Advances available on the date specified in the Utilisation Request, being a date not earlier than three Business Days prior to the expected Delivery Date, to facilitate the deposit of the final instalment (or the relevant part thereof) of

the Contract Price in accordance with the relevant Building Contract with a bank required by the relevant Builder and at all times acceptable to all the Lenders (acting reasonably) (the **Builder's Bank**).

- (b) In recognition of the fact that the Utilisation shall be made for multiple purposes, any amount of the Utilisation in excess of the amount of the Pre-placed Advances (as defined in paragraph (c) below) (the **Retained Portion**) shall be retained by the Agent (but shall still be treated as having been drawn down by the Borrower on the Utilisation Date) and shall only be released to the Borrower at the same time as the Release (as defined in paragraph (c) below) in accordance with the terms of this Agreement.
- (c) Such part of the Advances to be applied towards payment of the final instalment (or the relevant part thereof) of the Contract Price due under the relevant Building Contract on Delivery (the **Pre-placed Advances**) shall (subject to the other provisions of this Agreement) be remitted by the Agent to the Builder's Bank in USD as a cash deposit (the **Remitted Amount**) in the Agent's name, provided that the Agent has received the same USD amount pursuant to (i) the relevant Pre-placement Hedging Transaction and/or (ii) any conversion of any part of the euro amount received by the Agent pursuant to clause 5.4(a) (*Lenders' participation*) to USD pursuant to clause 5.3(a) (*Currency and amount*), on condition that it will be held by the Builder's Bank to the order of the Agent for release by the Agent to the relevant Builder (a **Release**) and only subject to such irrevocable instructions addressed from the Agent to the Builder's Bank as are acceptable to the Agent (**Irrevocable Instructions**).
- (d) Any such Irrevocable Instructions in relation to the Remitted Amount shall in any event provide (inter alia) that the Remitted Amount shall be returned to the Agent within seven Business Days if not released to the Builder or its order. The Finance Parties and the Obligors hereby agree that the Remitted Amount shall not be released to the relevant Builder or to its order, and the Agent (and the authorised representatives of the Agent specified in the Irrevocable Instructions) shall not release or agree to release (whether by countersigning the "Protocol of Delivery and Acceptance" in respect of Ship A or otherwise) the Remitted Amount to the relevant Builder or its order, unless and until:
  - (i) the "Protocol of Delivery and Acceptance" in respect of Ship A has been signed, dated and timed by the relevant Builder and the Borrower; and
  - (ii) the Agent is satisfied that all the conditions precedent set out in Part 1 (*Initial conditions precedent*) of Schedule 3 (*Conditions precedent*), Part 2 (*Conditions precedent on Delivery (Ship A)*) of Schedule 3 (*Conditions precedent*) and in clause 4.3 (*Further conditions precedent*), have been (or will be concurrently with such release) satisfied in full or otherwise waived in accordance with the provisions of this Agreement.
- (e) The Borrower hereby irrevocably and unconditionally undertakes that it shall not give any instructions to the Builder's Bank in respect of the Remitted Amount that are inconsistent with any Irrevocable Instructions in respect of the Remitted Amount.
- (f) The Borrower shall immediately rewire the Remitted Amount to the Agent, on the date on which the Builder's Bank is required to return the moneys funded by the Remitted Amount to the Agent in accordance with the Irrevocable Instructions (and regardless of whether the Builder's Bank has then carried out such instructions), provided that any moneys (including interest, if any) actually returned to the Agent from the Builder's Bank shall be applied by the Agent in satisfaction of such obligation of the Borrower.

- (g) In case of application of this clause 5.5 in respect of the Pre-placed Advances and the Retained Portion, the euro amount of the Pre-placed Advances and the Retained Portion made available by the Agent shall accrue interest in accordance with the terms of clause 10.1 (*Calculation of interest*) from the Utilisation Date and such interest shall, unless paid together with a repayment pursuant to paragraph 5.5(h) below, be payable at the end of the first Interest Period for the Advances (together with any other interest payable on such date).
- (h) The Retained Portion and any Remitted Amount rewire under clause 5.5(f) shall, subject to the other terms of this Agreement, be held by the Agent for a maximum period of 30 days from the date of the first rewiring of funds under clause 5.5(f) (the **Holding Period**) and, during such period, be available to be advanced or readvanced, as applicable, to the Borrower where Delivery has been delayed, in (again) assisting the Borrower to satisfy its obligations under the relevant Building Contract, provided that no more than one rewiring of funds under clause 5.5(f) in respect of the Remitted Amount shall have occurred previously. In the event that a second rewiring of funds under clause 5.5(f) is made or required or if the Remitted Amount is not readvanced in accordance with the terms of this paragraph (h) by the end of the Holding Period, the Remitted Amount shall no longer be available to be readvanced to the Borrower, the Total Commitments shall be cancelled and the full amount of the Pre-placed Advances and the Retained Portion shall be repaid to the Agent (in the case of the Pre-Placed Advances, converted into euro at the Borrower's cost and expense, whether by way of a Pre-placement Hedging Transaction or otherwise) for the account of the Lenders.

## **6 Ancillary Facilities**

### **6.1 Type of Facility**

- (a) An Ancillary Facility may be by way of a guarantee, bonding, documentary or stand-by letter of credit facility, in connection with the business of the Group and which is agreed by Guarantor A with an Ancillary Lender.
- (b) The Lenders shall have the right of first refusal to enter into any a guarantee, bonding, documentary or stand-by letter of credit facility (through Ancillary Facilities) for which any Group Member is considering to enter into such facility for the purpose of procuring the issuance of guarantees, bonds, letters of credit in relation to the trading of Ship A and/or otherwise in connection with this Facility.

### **6.2 Availability**

- (a) An Ancillary Facility shall not be made available unless, not later than five Business Days prior to the Ancillary Commencement Date for an Ancillary Facility, the Agent has received from the Borrower (or Guarantor A on its behalf):
  - (i) a notice in writing of the establishment of an Ancillary Facility and specifying:
    - (A) that the Borrower will be the obligor that may use the Ancillary Facility;
    - (B) the proposed Ancillary Commencement Date and expiry date of the Ancillary Facility;
    - (C) the proposed Ancillary Lender (being a Lender);

- (D) the proposed Ancillary Commitment and the maximum amount of the Ancillary Facility; and
- (E) the proposed currency of the Ancillary Facility (if not denominated in euro); and
- (ii) any other information which the Agent may reasonably request in connection with the Ancillary Facility.
- (b) The Agent shall promptly notify the Ancillary Lender and the other Lenders of the establishment of an Ancillary Facility.
- (c) Subject to compliance with paragraph (a) above:
  - (i) the Lender concerned will be the Ancillary Lender in respect of the relevant Ancillary Facility; and
  - (ii) the Ancillary Facility will be available,with effect from the date agreed by the Borrower and the Ancillary Lender.

### 6.3 Terms of Ancillary Facilities

- (a) Except as provided below, the terms of any Ancillary Facility will be those agreed by the Ancillary Lender and the Borrower.
- (b) Those terms:
  - (i) must be based upon normal commercial terms at that time (except as varied by this Agreement);
  - (ii) may allow only the Borrower to use the Ancillary Facility;
  - (iii) may not allow the Ancillary Outstandings for that Ancillary Facility to exceed the Ancillary Commitment for that Ancillary Facility;
  - (iv) must require that the Ancillary Commitment for that Ancillary Facility is reduced to zero, and that all Ancillary Outstandings for the same are repaid not later than the Final Repayment Date (or such earlier date as the Commitment of the relevant Ancillary Lender (or its Affiliate) is reduced to zero).
- (c) If there is any inconsistency between any term of an Ancillary Facility and any term of this Agreement, this Agreement shall prevail except for:
  - (i) clause 48.3 (*Day count convention*) which shall not prevail for the purposes of calculating fees, interest or commission relating to an Ancillary Facility;
  - (ii) an Ancillary Facility comprising more than one account where the terms of the Ancillary Documents shall prevail; and
  - (iii) where the relevant term of this Agreement would be contrary to, or inconsistent with, the law governing the relevant Ancillary Document, in which case that term of this Agreement shall not prevail.

- (d) Interest, commission and fees on Ancillary Facilities are dealt with in clause 13.5 (*Interest, commission and fees on Ancillary Facilities*).

**6.4 Repayment of Ancillary Facility**

- (a) An Ancillary Facility shall cease to be available on the Final Repayment Date or such earlier date on which its expiry date occurs or on which it is cancelled in accordance with the terms of this Agreement.
- (b) If an Ancillary Facility expires in accordance with its terms, the Ancillary Commitment of the Ancillary Lender shall be reduced to zero and all Ancillary Outstandings shall be repaid in full.
- (c) No Ancillary Lender may demand repayment or prepayment of the Ancillary Outstandings of the relevant Ancillary Facility prior to the expiry date of the relevant Ancillary Facility unless:
  - (i) the Total Commitments have been cancelled in full or all outstanding Advances under the Facility have become due and payable in accordance with the terms of this Agreement; or
  - (ii) it becomes unlawful in any applicable jurisdiction for the Ancillary Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in its Ancillary Facility.

**6.5 Limitation on Ancillary Outstandings**

The Borrower shall procure the Ancillary Outstandings under any Ancillary Facility shall not exceed the Ancillary Commitment applicable to that Ancillary Facility.

**6.6 Information**

The Borrower and each Ancillary Lender shall, promptly upon request by the Agent, supply the Agent with any information relating to the operation of an Ancillary Facility (including the relevant Ancillary Outstandings) as the Agent may reasonably request from time to time. The Borrower consents to all such information being released to the Agent, the other Finance Parties and the ECAs.

**6.7 Amendments and Waivers – Ancillary Facilities**

No amendment or waiver of a term of any Ancillary Facility shall require the consent of any Finance Party other than the relevant Ancillary Lender unless such amendment or waiver itself relates to or gives rise to a matter which would require an amendment of or under this Agreement (including, for the avoidance of doubt, under this clause 6). In such a case, clause 51 (*Amendments and Waivers*) will apply.

## Section 4 - Repayment, Prepayment and Cancellation

### 7 Repayment

#### 7.1 Repayment

- (a) The Borrower shall on each Repayment Date for an Advance repay such part of such Advance as is required to be repaid on that Repayment Date by clause 7.2 (*Scheduled repayment of Facility*).
- (b) Subject to clause 5.5(h) (*Pre-placement of Advances*), the Borrower may not reborrow any part of the Facility which has been repaid.

#### 7.2 Scheduled repayment of Facility

- (a) To the extent not previously reduced, each Advance shall be repaid by instalments on each Repayment Date by the amount specified in Schedule 6 (*Original Schedule of Repayment Amounts*) (as revised by clause 7.3 (*Adjustment of scheduled repayments*)).
- (b) On the Final Repayment Date (without prejudice to any other provision of this Agreement) the Total Commitments shall be reduced to zero and the Advances shall be repaid in full.
- (c) If, on the Utilisation Date, the Loan is less than the Total Commitments, the Agent shall prepare a Replacement Schedule of Repayment Amounts as soon as possible, however no later than ten (10) Business Days following that Utilisation Date reflecting the actual amount of the Loan and Advances and such Replacement Schedule of Repayment Amounts shall (in the absence of manifest error) replace the Original Schedule of Repayment Amounts and shall be the Schedule of Repayment Amounts for the Loan and Advances for all purposes of this Agreement. The Agent shall notify all other Parties of such recalculation and provide to them a copy of the Replacement Schedule of Repayment Amounts.
- (d) The Borrower shall sign one copy of the relevant Schedule of Repayment Amounts referred to in paragraph (a) or, as the case may be, (c), above and deliver it to the Agent on or prior to the date falling 15 Business Days following the Utilisation Date. The Agent will sign such Schedule of Repayment Amounts on behalf of the relevant Lenders.

#### 7.3 Adjustment of scheduled repayments

If the Commitments relating to an Advance have been partially reduced under this Agreement and/or any part of the relevant Advance is prepaid (other than under clause 7.2 (*Scheduled repayment of Facility*)) before any Repayment Date in respect of any Advance, then the amount of the instalment by which the relevant Advance shall be repaid under clause 7.2 (*Scheduled repayment of Facility*) on any such Repayment Date for that Advance (as reduced by any earlier operation of this clause 7.3) shall be reduced pro rata to such reduction in the Commitments relating to such Advance and/or the prepayment of the relevant Advance.

### 8 Illegality, prepayment and cancellation

#### 8.1 Illegality

If, in any applicable jurisdiction, it becomes unlawful or contrary to Sanctions for a Lender to perform any of its obligations as contemplated by this Agreement or any of the other Finance

Documents, or for any Lender to fund or maintain its participation in any Advance or it becomes unlawful or contrary to Sanctions for any Affiliate of a Lender for that Lender to do so:

- (a) that Lender shall promptly notify the Agent upon becoming aware of that event;
- (b) upon the Agent notifying the Borrower, the Available Commitment of that Lender will be immediately cancelled and the Total Commitments shall be reduced correspondingly; and
- (c) to the extent that the Lender's participation has not been assigned pursuant to clause 8.7 (*Replacement of Lender*), the Borrower shall repay that Lender's participation in the Advances on the last day of the Interest Period for the Advances occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participation repaid.

## **8.2 Change of control**

- (a) The Borrower (or Guarantor A on its behalf) shall promptly notify the Agent upon any Obligor becoming aware of a Change of Control occurring.
- (b) If a Change of Control occurs (without the consent of all the Lenders and each ECA):
  - (i) a Lender shall not be obliged to fund an Advance; and
  - (ii) unless all the Lenders and each ECA provide their consent to such Change of Control within 90 Business Days of the Borrower (or Guarantor A on its behalf) notifying the Agent of the Change of Control, the Agent shall, at any time after the end of such 90 Business Day period and by not less than 45 prior days' notice to the Borrower, cancel all the Commitments and declare the Loan together with accrued interest, fees and all other sums payable under this Agreement and any other Finance Document under or in connection with the Loan immediately due and payable and the Loan together with accrued interest, fees and all other sums payable under this Agreement and any other Finance Document under or in connection with the Loan shall be immediately due and payable at the end of such 45 day notice period.

## **8.3 Voluntary cancellation**

- (a) The Borrower may, if they give the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, cancel the whole or any part (being a minimum amount of €1,000,000 and a multiple of €100,000) of the Loan which is undrawn at the proposed date of cancellation, such cancellation being applied to all the Commitments relating to all Advances pro rata.
- (b) Any cancellation under this clause 8.3 shall reduce the Total Commitments by the same amount and the Commitments relating to all Advances rateably and the Commitments of the Lenders relating to the same Advance rateably.

## **8.4 Voluntary prepayment**

The Borrower may, if they give the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, prepay the whole or any part of the Loan (but if in part, being an amount that reduces the amount of the Loan by a minimum amount of



€1,000,000 and is a multiple of €100,000), on the last day of an Interest Period in respect of the amount to be prepaid (or any other date subject to payment of any Break Costs), such prepayment being applied pro rata across each of the Advances and for each Advance, pro rata across each of the instalments for that Advance (namely, as provided in clause 7.3 (*Adjustment of scheduled repayments*)).

#### **8.5 Right of cancellation and prepayment in relation to a single Lender**

- (a) If:
  - (i) any sum payable to any Lender by an Obligor is required to be increased under clause 14.2 (*Tax gross-up*); or
  - (ii) any Lender claims indemnification from the Borrower under clause 14.3 (*Tax indemnity*) or clause 15.1 (*Increased costs*),the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, give the Agent notice of cancellation of the Commitment of that Lender and their intention to procure the repayment of that Lender's participation in the Loan.
- (b) On receipt of a notice referred to in paragraph (a) above, the Available Commitment of that Lender shall immediately be reduced to zero and the Total Commitments shall be reduced correspondingly. The Agent shall as soon as practicable after receipt of a notice referred to in clause 8.5(a) above, notify all the Lenders.
- (c) On the last day of each Interest Period which ends after the Borrower has given notice under paragraph (a) above in relation to a Lender (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender's participation in the Loan together with all interest and other amounts accrued under the Finance Documents which is then owing to it and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participations repaid.

#### **8.6 Right of cancellation in relation to a Defaulting Lender**

- (a) If any Lender becomes a Defaulting Lender, the Borrower may, at any time whilst the Lender continues to be a Defaulting Lender give the Agent 10 Business Days' notice of cancellation of the Available Commitment of that Lender.
- (b) On such notice becoming effective, the Available Commitment of the Defaulting Lender shall immediately be reduced to zero and the Total Commitments shall be reduced correspondingly and the Agent shall as soon as practicable after receipt of such notice, notify all the Lenders.

#### **8.7 Replacement of Lender**

- (a) If:
  - (i) any Lender becomes a Non-Consenting Lender (as defined in paragraph (d) below); or
  - (ii) the Borrower becomes obliged to repay any amount in accordance with clause 8.1 (*Illegality*) to any Lender; or

- (iii) any of the circumstances set out in paragraph (a) of clause 8.5 (*Right of cancellation and prepayment in relation to a single Lender*) apply to a Lender,

the Borrower may, on 10 Business Days' prior notice to the Agent and that Lender, replace such Lender by requiring such Lender to assign (and, to the extent permitted by law, such Lender shall assign) pursuant to clause 35 (*Changes to the Lenders*) all (and not part only) of its rights under this Agreement (and any Security Document to which such Lender is a party in its capacity as a Lender) to an Eligible Institution (a **Replacement Lender**) which confirms its willingness to assume and does assume all the obligations of the assigning Lender in accordance with clause 35 (*Changes to the Lenders*) for a purchase price in cash payable at the time of the assignment in an amount equal to the aggregate of:

- (A) the outstanding principal amount of such Lender's participation in each Advance;
- (B) all accrued interest owing to such Lender;
- (C) the Break Costs which would have been payable to such Lender pursuant to clause 12.6 (*Break Costs*) had the Borrower prepaid in full that Lender's participation in each Advance on the date of the assignment; and
- (D) all other amounts payable to that Lender under the Finance Documents on the date of the assignment.

(b) The replacement of a Lender pursuant to this clause 8.7 shall be subject to the following conditions:

- (i) the Borrower shall have no right to replace the Agent or the Security Agent;
- (ii) neither the Agent nor any Lender shall have any obligation to find a Replacement Lender;
- (iii) in the event of a replacement of a Non-Consenting Lender such replacement must take place no later than 30 Business Days after the date on which that Lender is deemed a Non-Consenting Lender;
- (iv) in no event shall the Lender replaced under this clause 8.7 be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents;
- (v) the new Lender shall be approved by the ECAs and be substituted in each ECA Policy by way of endorsement to each ECA Policy;
- (vi) the Lender shall only be obliged to assign its rights pursuant to paragraph (a) above once each of such Lender and the Agent are satisfied that each has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that assignment; and
- (vii) the Borrower shall procure that if the Lender replaced is also a Hedging Provider, no such replacement will take place unless the replaced Lender uses reasonable endeavours to procure that the Replacement Lender at the same time enters into an agreement with that Hedging Provider (who is also the replaced Lender) pursuant to which that Hedging Provider, at the same time as the replacement of the relevant Lender becomes effective, assigns and transfers to such Replacement Lender (in its

capacity as Hedging Provider) all of its rights and obligations under all Hedging Contracts and the Hedging Master Agreement to which it is a party, pursuant to the provisions of paragraph (c) of clause 35.2 (*Borrower consultation; ECA Approval; Hedging Providers*).

(c) Each of the Lender and the Agent shall perform the checks described in paragraph (b)(vi) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and the relevant Lender shall notify the Agent when it is satisfied (and the Agent shall notify the Borrower when each of that Lender and the Agent is satisfied) that it has complied with those checks.

(d) In the event that:

- (i) the Borrower or the Agent (at the request of the Borrower) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Finance Documents;
- (ii) the consent, waiver or amendment in question requires the approval of all the Lenders;
- (iii) all information requested by the Lenders has been provided by the Borrower to the Lenders to enable them to assess the consent, waiver or amendment in question; and
- (iv) the Majority Lenders have consented or agreed to such waiver or amendment,

then any Lender who does not and continues not to consent or agree to such waiver or amendment shall, after being provided reasonably sufficient time to consider and process the consent, waiver or amendment in question (and in any event, not less than 10 Business Days from the date on which paragraph (iii) above has been complied with) be deemed a **Non-Consenting Lender**.

#### **8.8 Sale or Total Loss**

On the Disposal Repayment Date the Borrower shall prepay the Loan in full and the Total Commitments shall be reduced to zero.

#### **8.9 Automatic cancellation**

The unutilised Commitment (if any) of each Lender in relation to each Advance shall be automatically cancelled at close of business in Paris on the Last Availability Date.

#### **8.10 ECA Policy**

If at any time during the Facility Period:

- (a) any of the obligations of an ECA under all or part of the relevant ECA Policy is terminated, cancelled, becomes invalid, unenforceable or otherwise ceases to be in full force and effect; or
- (b) it becomes unlawful or impossible for an ECA to fulfil any of the obligations expressed to be assumed by it in the relevant ECA Policy or for the Agent or the ECA Agent or an ECA Guaranteed Lender to exercise the rights or any of them vested in it under an ECA Policy; or

- (c) an ECA has stated its intention to, repudiate, terminate, cancel or suspend the application of all or part of the relevant ECA Policy, (each an **ECA Mandatory Prepayment Event**) then as of the time such ECA Mandatory Prepayment Event occurs:
  - (i) no Lender shall be obliged to fund any Advance;
  - (ii) the Commitments shall be automatically cancelled; and
  - (iii) the Loan together with accrued interest, fees and all other sums payable under this Agreement and any other Finance Document under or in connection with the Loan shall be immediately due and payable.

#### 8.11 Release

- (a) Following a full prepayment of the Loan:

- (i) under clause 8.4 (*Voluntary Prepayment*); or
- (ii) under clause 8.8 (*Sale or Total Loss*),

and further subject to:

- (A) the concurrent prepayment by the Obligors of all the Ancillary Outstandings as required by any Ancillary Lender pursuant to the terms of any Ancillary Document (as evidenced to the Agent in a manner satisfactory to it by written confirmation of the relevant Ancillary Lenders);
- (B) the concurrent prepayment and/or settlement by the Obligors of all amounts under any Hedging Contract and the closing out of such Hedging Transactions by the Obligors as required by any Hedging Provider pursuant to the terms of any Hedging Contract and clause 32.3 (*Unwinding of Hedging Contracts*) (as evidenced to the Agent in a manner satisfactory to it by written confirmation of the relevant Hedging Providers); and
- (C) the concurrent prepayment by the Obligors of all other amounts owing pursuant to the Finance Documents,

then the Finance Parties agree to release the Mortgage, the Collateral Mortgage and the other security over or in respect of the Mortgaged Ships pursuant to a deed of release in such form acceptable to the Majority Lenders, after such prepayment and at the cost and expense of the Borrower, provided that no Event of Default exists at the time of or would result from such release.

- (b) Following the occurrence of:

- (i) a Potential Investment which results in the Investment Entity acquiring between thirty-three per cent. (33%) and forty-nine point nine nine per cent. (49.99%) of the shares and/or voting shares in the Borrower (but always subject to clause 8.2 (*Change of control*)); or
- (ii) the issuance of shares and/or voting shares of the Borrower to the Investment Entity or the Approved Investor in accordance with clause 31.10 (*Increase in capital*) which

results in the Investment Entity or the Approved Investor, as the case may be, acquiring between thirty-three per cent. (33%) and forty-nine point nine nine per cent. (49.99%) of the shares and/or voting shares in the Borrower (but always subject to clause 8.2 (*Change of control*)); or

(iii) the sale of the Collateral Ship pursuant to clause 25.3(c) (*Sale or other disposal of Ship*),

in each case in accordance with the terms of this Agreement and subject to the concurrent release by the Collateral Security Agent of the Ship A Collateral Security and provided that:

(A) no Event of Default exists at the time of or would result from such releases; and

(B) in the case of paragraphs (b)(i) and (b)(ii) above, EIFO has confirmed in writing to the Agent its approval of such releases,

the Finance Parties agree to:

(1) release the Collateral Mortgage and all other Collateral Security pursuant to a deed of release in such form acceptable to the Majority Lenders;

(2) release the Collateral Guarantor from all its obligations under the Finance Documents at which point the Collateral Guarantor shall cease to be Party to this Agreement (in all capacities); and

(3) the Collateral Guarantor being deemed to be excluded from the definition of "Change of Control",

in each case at the cost and expense of the Borrower.

#### **8.12 Mandatory prepayment – Environmental and Social Incidents and Claims**

If a Corrective Action Plan is requested pursuant to clause 23.12 (*Environmental matters*), and:

(a) such Corrective Action Plan is not provided to the satisfaction of the Agent, the Lenders, the ECA Agent and the ECAs within sixty (60) days after (i) the occurrence of the relevant Environmental Incident, Environmental Claim, Social Incident, Social Claim or IMO Code Claim, or (ii) the Borrower's discovery of such Environmental Incident, Environmental Claim, Social Incident, Social Claim or IMO Code Claim, or (iii) such later date as may be agreed between the Parties; or

(b) the requirements and deadlines as set out in the Corrective Action Plan are not diligently and timely pursued in the reasonable opinion of the Agent, the Lenders, the ECA Agent and the ECAs,

the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrower, with effect from a date specified in that notice which is at least thirty (30) days after the giving of the notice, cancel the Available Commitments and declare the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents, immediately due and payable on such date, whereupon with effect from such date each of the Available Commitments will be immediately cancelled, the Facility shall immediately cease to be available for further

utilisation and the Loan and all such accrued interest and other amounts shall become immediately due and payable on such date.

## **9 Restrictions**

### **9.1 Notices of cancellation and prepayment**

Any notice of cancellation or prepayment given by any Party under clause 8 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment. If any such cancellation or prepayment relates to a particular Advance, any such notice shall also specify the relevant Advance.

### **9.2 Interest and other amounts**

Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.

### **9.3 Reborrowing**

The Borrower may not re-borrow any part of the Facility which is prepaid or repaid (except as otherwise permitted by clause 5.5(h) (*Pre-placement of Advances*)).

### **9.4 Prepayment in accordance with Agreement**

The Borrower shall not repay or prepay all or any part of the Loan or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

### **9.5 No reinstatement of Commitments**

No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

### **9.6 Agent's receipt of notices**

If the Agent receives a notice under clause 8 it shall promptly forward a copy of that notice to either the Borrower or the affected Lender, as appropriate.

### **9.7 Effect of repayment and prepayment on Commitments**

If all or part of any Lender's participation in the Loan is repaid or prepaid, an amount of that Lender's Commitment equal to the amount of the participation which is repaid or prepaid will be deemed to be cancelled on the date of repayment or prepayment.

### **9.8 Application of cancellations**

If the Total Commitments are partially reduced and/or the Loan is partially prepaid under this Agreement (other than under clause 8.1 (*Illegality*) and clause 8.5 (*Right of cancellation and prepayment in relation to a single Lender*)), the Commitments relating to all Advances shall be reduced rateably and the Commitments of the Lenders relating to the same Advance shall be reduced rateably.

**9.9 Application of prepayments**

- (a) Any prepayment required as a result of a cancellation in full of an individual Lender's Commitment under clause 8.1 (*Illegality*) or clause 8.5 (*Right of cancellation and prepayment in relation to a single Lender*) shall be applied in prepaying the relevant Lender's participation in each of the Advances.
- (b) Any other partial prepayment of one or more Advances shall be applied pro rata to the participation of all the Lenders in the relevant Advance or Advances.

**9.10 Reduction in hedging exposure on prepayment**

Any prepayment under this Agreement shall be made together with payment to any Hedging Provider of any amount falling due to the relevant Hedging Provider under a Hedging Contract as a result of the termination or close out of that Hedging Contract or any Hedging Transaction, in full or in part, under it in accordance with clause 32.3 (*Unwinding of Hedging Contracts*) in relation to that prepayment.

**9.11 Removal of Finance Parties from security**

Upon cancellation and prepayment in full of an individual Lender's Commitment under clause 8.1 (*Illegality*) or clause 8.5 (*Right of cancellation and prepayment in relation to a single Lender*):

- (a) that Lender and the other Parties must promptly take (and the Borrower shall ensure that any other relevant Obligor promptly takes) whatever action the Agent may, in its reasonable opinion, deem necessary or desirable for the purpose of removing that Lender as a party to and beneficiary of any Security Documents granted in favour of (among others) the Lenders or as an insured, assured or beneficiary of or under any ECA Policy; and
- (b) if that Lender is also a Hedging Provider, following the corresponding prepayment and/or settlement in full of the amounts outstanding under any Hedging Contract entered into with that Hedging Provider and the termination and close out of all Hedging Transactions with that Hedging Provider by the Borrower (if applicable) pursuant to clause 34.4(b) (*Close out of Hedging Contracts*), that Hedging Provider and the other Parties must promptly take (and the Borrower shall ensure that any other relevant Obligor promptly takes) whatever action the Agent may, in its reasonable opinion, deem necessary or desirable for the purpose of removing that Hedging Provider as a party to and beneficiary of any Security Documents granted in favour of (among others) the Hedging Providers.

## Section 5 - Costs of Utilisation

### 10 Interest

#### 10.1 Calculation of interest

The rate of interest on each Advance (or any relevant part of it for which there is a separate Interest Period) for each Interest Period for the relevant Advance is the percentage rate per annum which is the aggregate of:

- (a) the applicable Margin; and
- (b) EURIBOR for the relevant Interest Period.

#### 10.2 Payment of interest

The Borrower shall pay accrued interest on each Advance (or any relevant part of it) on the last day of each Interest Period for that Advance (or the relevant part of it) (and, if an Interest Period is longer than 3 Months, on the dates falling at 3 Monthly intervals after the first day of that Interest Period).

#### 10.3 Default interest

- (a) If an Obligor fails to pay any amount payable by it under a Finance Document (other than a Hedging Contract) to a Finance Party on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (c) below, is two per cent. (2%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted an Advance for successive Interest Periods, each of a duration selected by the Agent (acting reasonably).
- (b) Any interest accruing under this clause 10.3 shall be immediately payable by the Obligor on demand by the Agent.
- (c) If any overdue amount consists of all or part of an Advance (or any relevant part of it) which became due on a day which was not the last day of an Interest Period relating to the Advance or the relevant part of it:
  - (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to the Advance or the relevant part of it; and
  - (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be two per cent. (2%) per annum higher than the rate which would have applied if the overdue amount had not become due.
- (d) Default interest payable under this clause 10.3 (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

#### 10.4 Notification of rates of interest

- (a) The Agent shall promptly notify the Lenders and the Borrower (or Guarantor A on its behalf) of the determination of a rate of interest under this Agreement.



- (b) The Agent shall promptly notify the Borrower (or Guarantor A on its behalf) of each Funding Rate relating to each Advance (or any relevant part of it).

## **11 Interest Periods**

### **11.1 Selection of Interest Periods**

- (a) The Borrower (or Guarantor A on its behalf) may select an Interest Period for the Advances in the Utilisation Request and (after the Advances have been borrowed) may select an Interest Period for the Advances in a Selection Notice.
- (b) Each Selection Notice is irrevocable and must be delivered to the Agent by the Borrower (or Guarantor A on its behalf) not later than 11:00 a.m. four Business Days before the last day of the then current Interest Period for the Advances.
- (c) If the Borrower (or Guarantor A on its behalf) fails to deliver a Selection Notice to the Agent in accordance with the above paragraph, the relevant Interest Period will, subject to clause 11.2 (*Interest Periods overrunning Repayment Dates*), be 3 Month(s).
- (d) Subject to this clause 11.1, the Borrower (or Guarantor A on its behalf) may select an Interest Period of three Months or any other period agreed between the Borrower (or Guarantor A on its behalf), the Agent and all the Lenders.
- (e) No Interest Period for the Advances shall extend beyond the Final Repayment Date.
- (f) The first Interest Period for the Advances shall start on the Utilisation Date and end on the First Repayment Date, and each subsequent Interest Period for each of the Advances shall start on the last day of its preceding Interest Period.
- (g) Notwithstanding any other provision of this Agreement, each Advance shall have the same Interest Period and the Borrower shall not be entitled to select an Interest Period for any Advance which differs from the Interest Period of the other Advances.

### **11.2 Interest Periods overrunning Repayment Dates**

Subject to the agreement of the Agent and all the Lenders, if the Borrower selects an Interest Period for an Advance which would overrun any later Repayment Date, that Advance shall be divided into parts corresponding to the amounts by which that Advance is scheduled to be repaid under clause 7.2 (*Scheduled repayment of Facility*) on each of the Repayment Dates falling during such Interest Period (each of which shall have a separate Interest Period ending on the relevant Repayment Date) and to the balance of that Advance (which shall have the Interest Period selected by the Borrower).

### **11.3 Non-Business Days**

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

## 12 Changes to the calculation of interest

### 12.1 Unavailability of Screen Rate

- (a) *Interpolated Screen Rate*: If no Screen Rate is available for EURIBOR for an Interest Period, EURIBOR shall be the Interpolated Screen Rate for a period equal in length to that Interest Period.
- (b) *Reference Bank Rate*: If no Screen Rate is available for EURIBOR for:
  - (i) euro; or
  - (ii) the relevant Interest Period and it is not possible to calculate the Interpolated Screen Rate,EURIBOR shall be the Reference Bank Rate as of 11.30 a.m. (Brussels time) on the relevant Quotation Day and for a period equal in length to the relevant Interest Period.
- (c) *Cost of funds*: If paragraph (b) above applies but no Reference Bank Rate is available for euro or the relevant Interest Period, there shall be no EURIBOR for that Interest Period and clause 12.4 (*Cost of funds*) shall apply for that Interest Period.

### 12.2 Calculation of Reference Bank Rate

- (a) Subject to paragraph (b) below, if EURIBOR for an Interest Period is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by 11.30 a.m. (Brussels time) on the relevant Quotation Day, the Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Reference Banks.
- (b) If at or about 11.30 a.m. (Brussels time) on the relevant Quotation Day none or only one of the Reference Banks supplies a quotation, there shall be no Reference Bank Rate for that Interest Period.

### 12.3 Market disruption

If before close of business in Paris on the Quotation Day for an Interest Period for an Advance (or any part of it) either (i) EURIBOR is unavailable or (ii) the Agent receives notifications from a Lender or Lenders (whose aggregate participations in the Loan exceed fifty per cent. (50%) of the Loan) that the cost to it of funding its participation in the relevant Advance or relevant part of it from whatever source it may reasonably select would be in excess of EURIBOR then clause 12.4 (*Cost of funds*) shall apply to the relevant Advance or relevant part of it for the relevant Interest Period.

### 12.4 Cost of funds

- (a) If this clause 12.4 applies, the rate of interest on each Lender's share of the relevant Advance or relevant part of it for the Interest Period shall be the percentage rate per annum which is the sum of:
  - (i) the applicable Margin;
  - (ii) the rate notified to the Agent by that Lender as soon as practicable and in any event within ten Business Days of the first day of that Interest Period (or, if earlier, on the date falling ten Business Days before the date on which interest is due to be paid in

respect of that Interest Period), to be that which expresses as a percentage rate per annum its cost of funds relating to its participation in the relevant Advance.

- (b) If this clause 12.4 applies and the Agent or the Borrower so require, the Agent and the Borrower shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.
- (c) Any substitute or alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders, the ECAs and the Borrower, be binding on all Parties.
- (d) If this clause 12.4 applies pursuant to clause 12.3 (*Market disruption*) and:
  - (i) a Lender's Funding Rate is less than EURIBOR; or
  - (ii) a Lender does not supply a quotation by the time specified in paragraph (a)(ii) above,the cost to that Lender of funding its participation in the relevant Advance or relevant part of it for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be EURIBOR.
- (e) If this clause 12.4 applies pursuant to clause 12.1 (*Unavailability of Screen Rate*) but any Lender does not supply a quotation by the time specified in paragraph (a)(ii) above the rate of interest shall be calculated on the basis of the quotations of the remaining Lenders.

#### **12.5 Notification to Borrower**

If clause 12.4 (*Cost of funds*) applies, the Agent shall, as soon as is practicable, notify the Borrower (or Guarantor A on its behalf).

#### **12.6 Break Costs**

- (a) The Borrower shall, within three Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of any Advance (or any relevant part of it) or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Advance (or any relevant part of it) or Unpaid Sum.
- (b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate to the Borrower and the Agent confirming the amount of its Break Costs for any Interest Period in which they accrue.

### **13 Fees**

#### **13.1 Commitment fee**

- (a) The Borrower shall pay to the Agent (for the account of each Lender) a fee in euro computed at the rate per annum equal to 35% of the Margin applicable to each Advance, on that Lender's Available Commitment in respect of each Advance, calculated on a daily basis from the date of this Agreement.
- (b) The Borrower shall pay the accrued commitment fee on the last day of the period of three Months commencing on the date of this Agreement, on the last day of each successive period of three Months thereafter until the earlier of the Last Availability Date and the Utilisation Date, on the earlier of such dates and, if cancelled in full, on the cancelled amount of the relevant Lender's Available Commitment at the time the cancellation is effective.

- (c) No commitment fee is payable to the Agent (for the account of a Lender) on any undrawn Commitments of that Lender for any day on which that Lender is a Defaulting Lender.

**13.2 Mandated lead arranger fee**

The Borrower shall pay to the Mandated Lead Arranger a mandated lead arranger fee in the amount and at the times agreed in a Fee Letter.

**13.3 Agency fee**

The Borrower shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

**13.4 Eksfin and EIFO Premium**

- (a) At least five (5) Business Days prior to each Repayment Date, the Borrower shall pay to the ECA Agent (for the account of EIFO) the EIFO Premium accrued for the relevant Interest Period ending on such Repayment Date in relation to the outstanding EIFO Guaranteed Advance, as set out in more detail in the EIFO Guarantee Policy.
- (b) On each Repayment Date the Borrower shall pay directly to Eksfin the Eksfin Premium accrued for the relevant Interest Period ending on such Repayment Date in relation to the outstanding Eksfin Guaranteed Advance, as set out in more detail in the Eksfin Guarantee.
- (c) In addition to any ECA Premium payable pursuant to paragraphs (a) and (b) above, the Borrower shall pay to the ECA Agent (for the account of the relevant ECA), or directly to the relevant ECA, as relevant, any additional ECA Premium in relation to the relevant ECA Policy (the amount of which is notified to the Borrower by the ECA Agent), that the relevant ECA charges from time to time and pursuant to payment instructions provided by any of them.
- (d) The Borrower (or Guarantor A on its behalf) shall immediately notify the ECA Agent and the Agent of each payment to an ECA of an ECA Premium and shall provide all relevant evidence to this effect to the satisfaction of the ECA Agent and the Agent.
- (e) If the ECA Agent has paid any amount of an ECA Premium to an ECA, the Borrower shall reimburse the ECA Agent for such amount within three (3) Business Days of demand.
- (f) The Borrower acknowledges that none of the Finance Parties is responsible for the calculation or final determination of any ECA Premium and the Borrower will not raise against any Finance Party, any claim or defence of any kind whatsoever in relation to the calculation or payment of any ECA Premium (it being understood that the amounts of any ECA Premium will be solely determined by the relevant ECA).
- (g) The Borrower acknowledges and agrees that no ECA Premium (whether in whole or in part) is refundable for any reason whatsoever.

**13.5 Interest, commission and fees on Ancillary Facilities**

The rate and time of payment of interest, commission, fees and any other remuneration in respect of each Ancillary Facility shall be determined by agreement between the relevant Ancillary Lender and the Borrower as borrower of that Ancillary Facility based upon normal market rates and terms.

### **13.6 ECA Fees**

- (a) The Borrower agrees to pay to Eksfin and to EIFO a flat upfront fee in the amounts and at the times agreed in the relevant Fee Letter.
- (b) The Borrower shall pay:
  - (i) to Eksfin a non-refundable commitment fee computed at the rate of thirty five per cent. (35%) of the Eksfin Premium, calculated on the undrawn Eksfin Guaranteed Advance from time to time; and
  - (ii) to EIFO a non-refundable commitment fee computed at the rate of [thirty five per cent. (35%)] of the EIFO Premium, calculated on the undrawn EIFO Guaranteed Advance from time to time, in each case calculated on a daily basis from the date of this Agreement.
- (c) The Borrower shall pay each accrued commitment fee under paragraph (b) above on the last day of the period of three Months commencing on the date of this Agreement, on the last day of each successive period of three Months thereafter until the earlier of the Last Availability Date and the Utilisation Date, on the earlier of such dates and, if the relevant ECA Advance is cancelled, at the time the cancellation is effective.
- (d) On each payment date of each commitment fee pursuant to paragraph (c) above, the Borrower shall provide the ECA Agent with a copy of a payment confirmation evidencing and, if available, tracking (including UETR code to the beneficiary bank) payment to the relevant ECA of the commitment fee then due.

### **13.7 KEXIM fee**

The Borrower agrees to pay to KEXIM an arrangement fee in the amount and at the times agreed in the relevant Fee Letter.

### **13.8 Arrangement fee**

The Borrower agrees to pay to the Mandated Lead Arranger (for the account of the Mandated Lead Arranger and each Lead Arranger) an arrangement fee in the amount and at the times agreed in the relevant Fee Letter.

## Section 6 - Additional Payment Obligations

### 14 Tax gross-up and indemnities

#### 14.1 Definitions

In this Agreement:

**Borrower DTTP Filing** means an HM Revenue & Customs' Form DTTP2 duly completed and filed by the Borrower, which:

- (a) where it relates to a Treaty Lender that is an Original Lender, contains the scheme reference number and jurisdiction of tax residence stated opposite that Lender's name in Schedule 1 (*The original parties*), and is filed with HM Revenue & Customs within 30 days of the date of this Agreement; or
- (b) where it relates to a Treaty Lender that is not an Original Lender, contains the scheme reference number and jurisdiction of tax residence stated in respect of that Lender in the documentation which it executes on becoming a Party as a Lender and is filed with HM Revenue & Customs within 30 days of that date.

**Cancelled Certificate** means any QPP Certificate in respect of which HM Revenue & Customs has given a notification under regulation 7(4)(b) of the QPP Regulations so that such QPP Certificate is a cancelled certificate for the purposes of the QPP Regulations.

**Protected Party** means Eksfin, EIFO or a Finance Party or, in relation to clause 16.5 (*Indemnity concerning security*) and clause 16.8 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clause 16.5 (*Indemnity concerning security*), any Indemnified Person, which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document or an ECA Policy.

**QPP Certificate** means a creditor certificate for the purposes of the QPP Regulations, given, in the case of an Original Lender, in the form set out in Schedule 14 (*Form of QPP Certificate*), or, in the case of a New Lender, in the form set out in Schedule 2 of Schedule 5 (*Form of Transfer Certificate*), as applicable.

**QPP Lender** means a Lender which has delivered a QPP Certificate to the Borrower, provided that such QPP Certificate is not a Withdrawn Certificate or a Cancelled Certificate.

**QPP Regulations** means the Qualifying Private Placement Regulations 2015 (2015 No. 2002).

**Qualifying Lender** means:

- (a) a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is:
  - (i) a Lender:
    - (A) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Finance Document and is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the CTA; or

- (B) in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made and within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance; or
- (ii) a Lender which is:
  - (A) a company resident in the United Kingdom for United Kingdom tax purposes;
  - (B) a partnership each member of which is:
    - (1) a company so resident in the United Kingdom; or
    - (2) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA;
  - (C) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company; or
- (iii) a Treaty Lender; or
- (iv) a QPP Lender; or
- (b) a Lender which is a building society (as defined for the purposes of section 880 of the ITA) making an advance under a Finance Document.

**Tax Confirmation** means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:

- (a) a company resident in the United Kingdom for United Kingdom tax purposes;
- (b) a partnership each member of which is:
  - (i) a company so resident in the United Kingdom; or
  - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
- (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.

**Tax Credit** means a credit against, relief or remission for, or repayment of any Tax.

**Tax Deduction** means a deduction or withholding for or on account of Tax from a payment under a Finance Document (other than a Hedging Contract) or an ECA Policy other than a FATCA Deduction.

**Tax Payment** means either the increase in a payment made by an Obligor to a Finance Party under clause 14.2 (*Tax gross-up*) or a payment under clause 14.3 (*Tax indemnity*).

**Treaty Lender** means a Lender which is not a QPP Lender and:

- (a) is treated as a resident of a Treaty State for the purposes of the Treaty; and
- (b) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the Loan is effectively connected.

**Treaty State** means a jurisdiction having a double taxation agreement (a **Treaty**) with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on interest.

**UK Non-Bank Lender** means a Lender which is not an Original Lender and which gives a Tax Confirmation in the documentation which it executes on becoming a Party as a Lender.

**Withdrawn Certificate** means a withdrawn certificate for the purposes of the QPP Regulations.

Unless a contrary indication appears, in this clause 14, a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination.

#### 14.2 Tax gross-up

- (a) Each Obligor shall make all payments to be made by it under any Finance Document without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) The Borrower (or Guarantor A on its behalf) shall, promptly upon any of them becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrower and that Obligor.
- (c) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor under the relevant Finance Document shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) A payment shall not be increased under paragraph (c) above by reason of a Tax Deduction on account of Tax imposed by the United Kingdom, if on the date on which the payment falls due:
  - (i) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a Qualifying Lender, but on that date that Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty or any published practice or published concession of any relevant taxing authority; or



- (ii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (a)(ii) of the definition of Qualifying Lender and:
    - (A) an officer of H.M. Revenue & Customs has given (and not revoked) a direction (a **Direction**) under section 931 of the ITA which relates to the payment and that Lender has received from the Obligor making the payment or from the Parent a certified copy of that Direction; and
    - (B) the payment could have been made to the Lender without any Tax Deduction if that Direction had not been made; or
  - (iii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (a)(ii) of the definition of “Qualifying Lender” and:
    - (A) the relevant Lender has not given a Tax Confirmation to the Borrower; and
    - (B) the payment could have been made to the Lender without any Tax Deduction if the Lender had given a Tax Confirmation to the Borrower, on the basis that the Tax Confirmation would have enabled the Borrower to have formed a reasonable belief that the payment was an “excepted payment” for the purpose of section 930 of the ITA; or
  - (iv) the relevant Lender is a Treaty Lender and the Obligor making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (g) or (h) (as applicable) below.
- (e) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (f) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- (g)
- (i) Subject to paragraph (ii) below, a Treaty Lender and each Obligor which makes a payment to which that Treaty Lender is entitled shall co-operate in completing any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction.
  - (ii)
    - (A) A Treaty Lender which is an Original Lender and that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence opposite its name in Schedule 1 (*The original parties*); and
    - (B) a Treaty Lender which is not an Original Lender and that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme

to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence in the documentation which it executes on becoming a Party as a Lender,

and, having done so, that Lender shall be under no obligation pursuant to paragraph (i) above.

- (h) If a Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (g)(ii) above and:
- (i) the Borrower making a payment to that Lender has not made a Borrower DTTP Filing in respect of that Lender; or
  - (ii) the Borrower making a payment to that Lender has made a Borrower DTTP Filing in respect of that Lender but:
    - (A) the Borrower DTTP Filing has been rejected by HM Revenue & Customs;
    - (B) HM Revenue & Customs has not given the Borrower authority to make payments to that Lender without a Tax Deduction within 60 days of the date of a Borrower DTTP Filing; or
    - (C) HM Revenue & Customs has given the Borrower authority to make payments to that Lender without a Tax Deduction but such authority has subsequently been revoked or expired,
- and in each case, the Borrower has notified that Lender in writing, that Lender and the Borrower shall co-operate in completing any additional procedural formalities necessary for that Borrower to obtain authorisation to make that payment without a Tax Deduction.
- (i) If a Lender has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with paragraph (g)(ii) above, no Obligor shall make a Borrower DTTP Filing or file any other form relating to the HMRC DT Treaty Passport scheme in respect of that Lender's Commitment or its participation in any Advance unless the Lender otherwise agrees.
  - (j) The Borrower shall, promptly on making a Borrower DTTP Filing, deliver a copy of that Borrower DTTP Filing to the Agent for delivery to the relevant Lender.
  - (k) A UK Non-Bank Lender which is an Original Lender gives a Tax Confirmation to the Borrower by entering into this Agreement.
  - (l) A UK Non-Bank Lender shall promptly notify the Borrower and the Agent if there is any change in the position from that set out in the Tax Confirmation.
  - (m) If the Borrower receives a notification from HM Revenue & Customs that a QPP Certificate given by a Lender has no effect, the Borrower shall promptly deliver a copy of that notification to that Lender.
  - (n) Paragraphs (a) to (m) above shall not apply in respect of any payments under any Hedging Contract, where the gross-up provisions of the relevant Hedging Master Agreement itself shall apply.

#### 14.3 Tax indemnity

- (a) Each Obligor who is a Party shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document or an ECA Policy.
- (b) Paragraph (a) above shall not apply:
  - (i) with respect to any Tax assessed on a Finance Party:
    - (A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
    - (B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction, if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or
  - (ii) to the extent a loss, liability or cost:
    - (A) is compensated for by an increased payment under clause 14.2 (*Tax gross-up*); or
    - (B) would have been compensated for by an increased payment under clause 14.2 (*Tax gross-up*) but was not so compensated solely because one of the exclusions in clause 14.2(d) (*Tax gross-up*) applied; or
    - (C) relates to a FATCA Deduction required to be made by a Party or any Obligor which is not a Party.
- (c) A Protected Party making, or intending to make a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrower.
- (d) A Protected Party shall, on receiving a payment from an Obligor under this clause 14.3, notify the Agent.

#### 14.4 Tax Credit

If an Obligor makes a Tax Payment and the relevant Finance Party determines, that:

- (a) a Tax Credit is attributable (A) to an increased payment of which that Tax Payment forms part, (B) to that Tax Payment or (C) to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Finance Party has obtained, utilised and retained that Tax Credit,

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

#### 14.5 Indemnities on after Tax basis

- (a) If an Event of Default is continuing or where the Agent and/or Security Agent have taken any steps pursuant to clause 33.20 (*Acceleration*), to the extent that any sum payable to any Protected Party by any Obligor under any Finance Document by way of indemnity or reimbursement proves to be insufficient, by reason of any Tax suffered thereon, for that Protected Party to discharge the corresponding liability to a third party, or to reimburse that Protected Party for the cost incurred by it in discharging the corresponding liability to a third party, the Borrower shall pay that Protected Party such additional sum as (after taking into account any Tax suffered by that Protected Party on such additional sum) shall be required to make up the relevant deficit.
- (b) If and to the extent that any sum (the **Indemnity Sum**) constituting (directly or indirectly) an indemnity to any Protected Party but paid by an Obligor to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrower shall pay to that Protected Party such sum (the **Compensating Sum**) as (after taking into account any Tax suffered by that Protected Party on the Compensating Sum) shall reimburse that Protected Party for any Tax suffered by it in respect of the Indemnity Sum.
- (c) For the purposes of paragraphs (a) and (b) above, a sum shall be deemed to be taxable in the hands of a Protected Party if it falls to be taken into account in computing the profits or gains of that Protected Party for the purposes of Tax and, if so, that Protected Party shall be deemed to have suffered Tax on the relevant sum at the rate of Tax applicable to that Protected Party's profits or gains for the period in which the payment of the relevant sum falls to be taken into account for the purposes of such Tax.

#### 14.6 Lender status confirmation

Each Lender which is not an Original Lender shall indicate, in the documentation which it executes on becoming a Party as a Lender, and for the benefit of the Agent and without liability to any Obligor, which of the following categories it falls in:

- (a) not a Qualifying Lender;
- (b) a Qualifying Lender (other than a Treaty Lender); or
- (c) a Treaty Lender.

If such a Lender fails to indicate its status in accordance with this clause 14.6 then that Lender shall be treated for the purposes of this Agreement (including by each Obligor) as if it is not a Qualifying Lender until such time as it notifies the Agent which category applies (and the Agent, upon receipt of such notification, shall inform the Borrower). For the avoidance of doubt, the documentation which a Lender executes on becoming a Party as a Lender shall not be invalidated by any failure of a Lender to comply with this clause 14.6.

#### 14.7 Stamp taxes

The Borrower shall pay and, within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document or an ECA Policy.

#### 14.8 Value added tax

- (a) All amounts expressed in a Finance Document to be payable by any party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any party under a Finance Document, and such Finance Party is required to account to the relevant tax authority for the VAT, that party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that party).
  - (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the **Supplier**) to any other Finance Party (the **Recipient**) under a Finance Document, and any party to a Finance Document other than the Recipient (the **Subject Party**) is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
    - (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Subject Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Subject Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and
    - (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Subject Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
  - (c) Where a Finance Document requires any party to it to reimburse or indemnify a Finance Party for any cost or expense, that party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
  - (d) Any reference in this clause 14.8 to any party shall, at any time when such party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term “representative member” to have the same meaning as in the Value Added Tax Act 1994).
  - (e) In relation to any supply made by a Finance Party to any party under a Finance Document, if reasonably requested by such Finance Party, that party must promptly provide such Finance Party with details of that party’s VAT registration and such other information as is reasonably requested in connection with such Finance Party’s VAT reporting requirements in relation to such supply.
-

#### 14.9 FATCA information

- (a) Subject to paragraph (c) below, each Party shall, within ten Business Days of a reasonable request by another Party:
  - (i) confirm to that other Party whether it is:
    - (A) a FATCA Exempt Party; or
    - (B) not a FATCA Exempt Party;
  - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
  - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
  - (i) any law or regulation;
  - (ii) any fiduciary duty; or
  - (iii) any duty of confidentiality
- (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraphs (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

#### 14.10 FATCA Deduction

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrower and the Agent and the Agent shall notify the other Finance Parties.

## 15 Increased Costs

### 15.1 Increased costs

- (a) Subject to clause 15.3 (*Exceptions*), the Borrower shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Cost incurred by that Finance Party or any of its Affiliates which:
  - (i) arises as a result of (A) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (B) compliance with any law or regulation in either case made after the date of this Agreement; and/or
  - (ii) is a Basel III Increased Cost.
- (b) In this Agreement **Increased Costs** means:
  - (i) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital;
  - (ii) an additional or increased cost; or
  - (iii) a reduction of any amount due and payable under any Finance Document, which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or an Ancillary Commitment or funding or performing its obligations under any Finance Document.

### 15.2 Increased cost claims

- (a) A Finance Party intending to make a claim pursuant to clause 15.1 (*Increased costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrower (or Guarantor A).
- (b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.

### 15.3 Exceptions

- (a) Clause 15.1 (*Increased costs*) does not apply to any Increased Cost which is:
  - (i) attributable to a Tax Deduction required by law to be made by an Obligor;
  - (ii) attributable to a FATCA Deduction required to be made by a Party; or
  - (iii) compensated for by clause 14.3 (*Tax indemnity*) (or would have been compensated for under clause 14.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of clause 14.3 (*Tax indemnity*) applied); or
  - (iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.
- (b) In paragraph (a) above, a reference to a Tax Deduction has the same meaning given to the term in clause 14.1 (*Definitions*).

**16 Other indemnities**

**16.1 Currency indemnity**

- (a) If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:
- (i) making or filing a claim or proof against that Obligor; and/or
  - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,
- that Obligor shall, as an independent obligation, within three Business Days of demand by a Finance Party, indemnify each Finance Party to whom that Sum is due against any Losses arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.
- (b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

**16.2 Other indemnities**

The Borrower shall (or shall procure that another Obligor will), within three Business Days of demand by a Finance Party, indemnify each Finance Party and each ECA against any and all Losses incurred by that Finance Party or ECA (as the case may be) as a result of:

- (a) the occurrence of any Event of Default;
- (b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any and all Losses arising as a result of clause 44 (*Sharing among the Finance Parties*);
- (c) funding, or making arrangements to fund, its participation in an Advance requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone);
- (d) the Loan (or part of the Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower; or
- (e) under or pursuant to, an ECA Policy, including, without limitation, any additional premiums, cost or expense as provided for under an ECA Policy which an ECA may charge, invoice or set-off against amounts owing to the ECA Agent or the Lenders, including, without limitation, as a result of a change of the delivery schedule of Ship A or otherwise properly incurred by the ECA Agent and/or the Lenders in connection with compliance with an ECA Policy.



### 16.3 Environmental and social indemnity

The Borrower shall (or shall procure that another Obligor will), within three (3) Business Days of demand by an Indemnified Person, indemnify each Indemnified Person against any and all Losses, joint or several that may be incurred by or asserted or awarded against any Indemnified Person, in each case arising out of or in connection with or relating to any claim investigation, litigation or proceeding (or the preparation of any defence with respect thereto) commenced or threatened in relation to an Environmental Claim, made or asserted against such Indemnified Person if such claim investigation, litigation or proceeding would not have been, or been capable of being, made or asserted against such Indemnified Person if the Finance Parties or ECAs had not entered into any of the Finance Documents or the ECA Policies and/or exercised any of their rights, powers and discretions thereby conferred and/or performed any of their obligations thereunder and/or been involved in any of the transactions contemplated by the Finance Documents or the ECA Policies. This indemnity shall apply whether or not such claims, investigation, litigation or proceedings is brought by any Obligor, any other Group Member, any of their shareholders, their Affiliates, or creditors, or an Indemnified Person or any other person, or an Indemnified Person is otherwise a party thereto, except to the extent such Losses are found in a final non-appealable judgement by a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or wilful misconduct. Each Indemnified Person may enforce and enjoy the benefit of this clause 16.3 under the Third Parties Act.

### 16.4 Indemnity to the Agent, the Security Agent, the ECA Agent, Eksfin, EIFO and KEXIM

The Borrower shall promptly indemnify the Agent, the Security Agent, the ECA Agent, Eksfin, EIFO and KEXIM against:

- (a) any and all Losses (together with any applicable VAT) incurred by the Agent, the Security Agent, the ECA Agent, Eksfin, EIFO or KEXIM (acting reasonably) as a result of:
  - (i) without prejudice to clause 37.11 (*Rights and discretions of the Agent and the Security Agent*), investigating any event which it reasonably believes is a Default;
  - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
  - (iii) instructing lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts as permitted under the Finance Documents where, unless any of the circumstances in paragraphs (i), (ii) or (iv) apply or an Event of Default is continuing, such Losses are pre-approved by the Borrower or Guarantor A on its behalf (such approval not to be unreasonably withheld or delayed); or
  - (iv) any action taken by the Agent, the Security Agent, the ECA Agent, Eksfin, EIFO or KEXIM or any of their representatives, agents or contractors in connection with any powers conferred by any Security Document to enforce any Security Interest thereunder or to remedy any breach of any Obligor's obligations under the Finance Documents, and
- (b) any and all Losses (including, without limitation, in respect of liability for negligence or any other category of liability whatsoever) (together with any applicable VAT) incurred by the Agent, the Security Agent, the ECA Agent, Eksfin, EIFO or KEXIM (otherwise than by reason of the Agent's, the Security Agent's, the ECA Agent's or Eksfin's or EIFO's or KEXIM's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to clause

45.10 (*Disruption to payment systems etc.*) notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent or the Security Agent) in acting as Agent or the Security Agent under the Finance Documents.

## 16.5 Indemnity concerning security

- (a) The Borrower shall (or shall procure that another Obligor will) promptly indemnify each Indemnified Person against any and all Losses (together with any applicable VAT) incurred by it as a result of:
- (i) any failure by the Borrower to comply with its obligations under clause 18 (*Costs and expenses*) or any similar provision in any other Finance Document;
  - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
  - (iii) the taking, holding, protection or enforcement of the Transaction Security;
  - (iv) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and/or any other Finance Party in whose favour any Security Document has been granted and each Receiver and each Delegate by the Finance Documents or by law (otherwise, in each case, than by reason of the relevant Security Agent's and/or other Finance Party's, Receiver's or Delegate's gross negligence or wilful misconduct);
  - (v) any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents;
  - (vi) any claim (whether relating to the environment or otherwise) made or asserted against the Indemnified Person which would not have arisen but for the execution or enforcement of one or more Finance Documents (unless and to the extent it is caused by the gross negligence or wilful misconduct of that Indemnified Person);
  - (vii) instructing lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts as permitted under the Finance Documents where, unless any of the circumstances in paragraphs (i) to (vi) or paragraph (viii) apply or an Event of Default is continuing, such Losses are pre-approved by the Borrower or Guarantor A on its behalf (such approval not to be unreasonably withheld or delayed); or
  - (viii) (in the case of the Security Agent and/or any other Finance Party in whose favour any Security Document has been granted, any Receiver and any Delegate) acting as Security Agent and/or as holder of any of the Transaction Security, Receiver or Delegate under the Finance Documents or which otherwise relates to the Charged Property (otherwise, in each case, than by reason of the relevant Security Agent's and/or other Finance Party's, Receiver's or Delegate's gross negligence or wilful misconduct).
- (b) The Security Agent may, in priority to any payment to the other Finance Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause 16.5 and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all moneys payable to it.

## 16.6 Continuation of indemnities

The indemnities by the Borrower in favour of any Indemnified Persons contained in this Agreement shall continue in full force and effect notwithstanding any breach by any Finance Party or the Borrower of the terms of this Agreement, the repayment or prepayment of the Loan, the cancellation of the Total Commitments or the repudiation by any Finance Party or the Borrower of this Agreement.

## 16.7 Third Parties Act

- (a) Each Indemnified Person may rely on the terms of clause 16.5 (*Indemnity concerning security*) and clauses 14 (*Tax gross-up and indemnities*) and 16.8 (*Interest*) insofar as it relates to interest on, or the calculation of, any amount demanded by that Indemnified Person under clause 16.5 (*Indemnity concerning security*), subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
- (b) Where an Indemnified Person (other than a Finance Party) (the **Relevant Beneficiary**) who is:
  - (i) appointed by a Finance Party under the Finance Documents;
  - (ii) an Affiliate of any such person or that Finance Party; or
  - (iii) an officer, director, employee, adviser, representative or agent of any of the above persons or that Finance Party,

is entitled to receive any amount (a **Third Party Claim**) under any of the provisions referred to in paragraph (a) above:

- (A) the Borrower shall at the same time as the relevant Third Party Claim is due to the Relevant Beneficiary pay to that Finance Party a sum in the amount of that Third Party Claim;
- (B) payment of such sum to that Finance Party shall, to the extent of that payment, satisfy the corresponding obligations of the Borrower to pay the Third Party Claim to the Relevant Beneficiary; and
- (C) if the Borrower pay the Third Party Claim direct to the Relevant Beneficiary, such payment shall, to the extent of that payment, satisfy the corresponding obligations of the Borrower to that Finance Party under sub-paragraph (A) above.

## 16.8 Interest

Moneys becoming due by the Borrower to any Indemnified Person under the indemnities contained in this clause 16 (*Other indemnities*) or elsewhere in this Agreement shall be paid on demand made by such Indemnified Person and shall be paid together with interest on the sum demanded from the date of demand therefor to the date of reimbursement by the Borrower to such Indemnified Person (both before and after judgment) at the rate referred to in clause 10.3 (*Default interest*).

## **16.9 Exclusion of liability**

Without prejudice to any other provision of the Finance Documents excluding or limiting the liability of any Indemnified Person, no Indemnified Person will be in any way liable or responsible to any Obligor (whether as mortgagee in possession or otherwise) who is a Party or is a party to a Finance Document to which this clause applies for any loss or liability arising from any act, default, omission or misconduct of that Indemnified Person, except to the extent caused by its own gross negligence or wilful misconduct. Any Indemnified Person may rely on this clause 16.9 subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

## **17 Mitigation by the Lenders**

### **17.1 Mitigation**

- (a) Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in the Facility ceasing to be available or any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 8.1 (*Illegality*), clause 14 (*Tax gross-up and indemnities*) or clause 15 (*Increased costs*) including (but not limited to) assigning its rights under the Finance Documents to another Affiliate or Facility Office.
- (b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

### **17.2 Limitation of liability**

- (a) The Borrower shall promptly indemnify each Finance Party for all costs and expenses incurred by that Finance Party as a result of steps taken by it under clause 17.1 (*Mitigation*).
- (b) A Finance Party is not obliged to take any steps under clause 17.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

## **18 Costs and expenses**

### **18.1 Transaction expenses**

The Borrower shall, promptly on demand and in any event within 5 Business Days, pay the Agent, the Security Agent, the Mandated Lead Arranger, the ECA Coordinator, the Green Loan Arranger, the ECA Agent and the ECAs the amount of all costs and expenses pre-approved by the Borrower or Guarantor A on its behalf (such approval not to be unreasonably withheld or delayed) (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by any of them (and, in the case of the Security Agent, by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, syndication, registration and perfection and any release, discharge or reassignment of:

- (a) this Agreement, the Hedging Master Agreements and any other documents referred to in this Agreement, the Security Documents and each ECA Policy;
- (b) any other Finance Documents executed or proposed to be executed after the date of this Agreement including any executed to provide additional security under clause 28 (*Minimum security value*); or

- (c) any Security Interest expressed or intended to be granted by a Finance Document, whether or not the transactions contemplated under the Finance Documents are consummated.

**18.2 Amendment costs**

If:

- (a) an Obligor requests an amendment, waiver or consent;
- (b) any amendment or waiver is contemplated or agreed pursuant to clause 51.5 (*Replacement of Screen Rate*); or
- (c) an amendment is required pursuant to clause 45.9 (*Change of currency*),

the Borrower shall, within three Business Days of demand by the Agent, the Security Agent, the ECA Agent or an ECA reimburse the Agent or the Security Agent (or, in the case of a demand by the ECA Agent or an ECA, the ECA Agent), for the amount of all reasonably incurred and documented costs and expenses (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by the Agent, the Security Agent, the ECA Agent or an ECA (and by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement.

**18.3 Agent's and Security Agent's management time and additional remuneration**

- (a) Following the occurrence of an Event of Default that is continuing, any amount payable to the Agent or the Security Agent under clause 16.4 (*Indemnity to the Agent, the Security Agent, the ECA Agent and the ECAs*), clause 16.5 (*Indemnity concerning security*), clause 18 (*Costs and expenses*) or clause 37.15 (*Lenders' indemnity to the Agent and others*) shall include the cost of utilising the Agent's or (as the case may be) the Security Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Agent or (as the case may be) the Security Agent may notify to the Borrower and the other Finance Parties, and is in addition to any other fee paid or payable to the Agent or the Security Agent.
- (b) Without prejudice to paragraph (a) above, in the event of:
  - (i) an Event of Default;
  - (ii) the Agent or the Security Agent being requested by an Obligor or the other Finance Parties to undertake duties which the Agent or (as the case may be) the Security Agent and the Borrower agree to be of an exceptional nature or outside the scope of the normal duties of the Agent or (as the case may be) the Security Agent under the Finance Documents; or
  - (iii) the Agent or (as the case may be) the Security Agent and the Borrower agreeing that it is otherwise appropriate in the circumstances,

the Borrower shall pay to the Agent or (as the case may be) the Security Agent any additional remuneration that may be agreed between them or determined pursuant to paragraph (c) below.

- (c) If the Agent or (as the case may be) the Security Agent and the Borrower fail to agree upon the nature of the duties, or upon the additional remuneration referred to in paragraph (b) above or whether additional remuneration is appropriate in the circumstances, any dispute shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Agent or (as the case may be) the Security Agent and approved by the Borrower or, failing approval, nominated (on the application of the Agent or (as the case may be) the Security Agent) by the President for the time being of the Law Society of England and Wales (the costs of the nomination and of the investment bank being payable by the Borrower) and the determination of any investment bank shall be final and binding upon the Parties.

**18.4 Enforcement, preservation and other costs**

- (a) The Borrower shall, on demand by a Finance Party or an ECA, pay to each Finance Party and ECA the amount of all costs and expenses (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by that Finance Party or that ECA in connection with the enforcement of, or the preservation of any rights under, any Finance Document, any ECA Policy and any Transaction Security and any proceedings instituted by or against any Indemnified Person as a consequence of taking or holding the Security Documents or any ECA Policy or enforcing those rights.
- (b) The Borrower shall, on demand by the Agent, pay to the Agent the amount of all costs and expenses (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by the Agent in connection with:
  - (i) any valuation carried out under clause 28 (*Minimum security value*) to the extent that the costs of such valuation is payable by the Borrower pursuant to clause 28 (*Minimum security value*); or
  - (ii) any inspection carried out under clause 26.9 (*Inspection and notice of dry-docking*) provided that if no Event of Default is continuing the Borrower shall not pay the costs of more than one such inspection per calendar year.

## Section 7 - Guarantee

### 19 Guarantee and indemnity

#### 19.1 Guarantee and indemnity

Each Guarantor hereby irrevocably and unconditionally and jointly and severally with each of the other Guarantors:

- (a) guarantees to the Security Agent (as trustee for the Finance Parties) and the other Finance Parties punctual performance by each other Obligor of all such Obligor's obligations under the Finance Documents;
- (b) undertakes with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation indemnify each Finance Party immediately on demand against any cost, loss or liability it incurs as a result of another Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by such Obligor under any Finance Document on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this clause 19.1 if the amount claimed had been recoverable on the basis of a guarantee.

#### 19.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

#### 19.3 Reinstatement

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 each Guarantor under this clause 19 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

#### 19.4 Waiver of defences

The obligations of each Guarantor under this clause 19 will not be affected by an act, omission, matter or thing (whether or not known to it or any Finance Party) which, but for this clause 19, would reduce, release or prejudice any of its obligations under this clause 19 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;
- (g) any law or regulation of any jurisdiction or any other event affecting any term of the guaranteed obligations;
- (h) any other circumstance that might constitute a defence of any Guarantor;
- (i) any insolvency or similar proceedings; or
- (j) any payment to Eksfin or EIFO under the Eksfin Guarantee or the EIFO Guarantee Policy.

**19.5 Guarantor intent**

Without prejudice to the generality of clause 19.4 (*Waiver of defences*), each Guarantor expressly confirms that it intends that this guarantee 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.

**19.6 Immediate recourse**

Each Guarantor 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 that Guarantor under this clause 19. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

**19.7 Appropriations**

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 that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and



- (b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this clause 19.

**19.8 Deferral of Guarantors' rights**

- (a) 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 Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 19:
  - (i) to be indemnified by another Obligor;
  - (ii) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;
  - (iii) 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;
  - (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under clause 19 (*Guarantee and indemnity*);
  - (v) to exercise any right of set-off against any other Obligor; and/or
  - (vi) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.
- (b) If a Guarantor receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Agent for application in accordance with clause 45 (*Payment mechanics*). 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.

**19.9 Additional security**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

**19.10 Amendments and waivers in writing**

No waivers by any Finance Party or amendments to, of, or in connection with, the provisions of the Guarantee may be made unless they are made in writing by the Parties and with the prior written consent of all the Lenders and the ECAs.

**19.11 Guarantors' rights and obligations**

- (a) The obligations of each Guarantor under the Guarantee and under this Agreement are joint and several. Failure by a Guarantor to perform its obligations under the Guarantee and/or this Agreement shall constitute a failure by all of the Guarantors.

- (b) Each Guarantor irrevocably and unconditionally jointly and severally with each other Guarantor:
  - (i) agrees that it is responsible for the performance of the obligations of each other Guarantor under the Guarantee and this Agreement;
  - (ii) acknowledges and agrees that it is a principal and original debtor in respect of all amounts due from the Guarantors under the Guarantee and under this Agreement; and
  - (iii) agrees with each Finance Party that, if any obligation of any other Guarantor under the Guarantee and this Agreement is or becomes unenforceable, invalid or illegal for any reason it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any and all Losses it incurs as a result of that Guarantor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by such Guarantor under the Guarantee and/or this Agreement. The amount payable under this indemnity shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.
- (c) The obligations of each Guarantor under the Finance Documents shall continue until all amounts which may be or become payable by the Guarantors under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- (d) In no event shall any of the Guarantors have any right to claim or demand proceeds under any ECA Policy, whether on the basis that it has performed its obligations under the Guarantee and this Agreement and has acquired by way of subrogation the respective rights of the Borrower or the Lenders or any of them against an ECA, or otherwise.

#### **19.12 Operational subordination**

For so long as a Guarantor is also the Bareboat Charterer and/or a Manager of a Mortgaged Ship, the relevant Guarantor further agrees and undertakes in relation to each relevant Mortgaged Ship, the relevant Bareboat Charter and any Management Agreement to which such Guarantor is a party, throughout such Ship's Mortgage Period (and references below to "the Ship" shall be deemed to mean each such Mortgaged Ship):

- (a) that any Management Agreement or Bareboat Charter and such Guarantor's rights under it will be fully subordinate to the rights of the Finance Parties under the Finance Documents;
- (b) not to make a claim under or in connection with any Management Agreement or Bareboat Charter for the Ship which could result in the Ship being arrested, detained or sold;
- (c) not to take any other action in relation to the Ship which could interfere with:
  - (i) any Finance Party's rights or powers pursuant to any of the Transaction Security;
  - (ii) any claims by any Finance Party against the proceeds of any sale of the Ship;
  - (iii) the exercise of any right or power any Finance Party has to sell the Ship, whether pursuant to the Mortgage or the Collateral Mortgage (as applicable) or otherwise; or

- (iv) any sale of the Ship by an Owner with the Majority Lenders' approval or at their direction where the Mortgage or the Collateral Mortgage (as applicable) has become enforceable;
- (d) to waive any such right that the relevant Guarantor might otherwise have had to make any such claims and not to make any claim against any Finance Party in respect of any interference with the relevant Guarantor's rights under any Management Agreement or Bareboat Charter for the Ship resulting from the exercise of any Finance Party's rights under the Finance Documents;
- (e) not to exercise any lien such Guarantor has on the Ship in priority to or in competition with the Finance Parties' rights under the Mortgage or the Collateral Mortgage (as applicable);
- (f) that despite the terms of any Management Agreement or Bareboat Charter for the Ship, if a Finance Party becomes entitled to enforce the Mortgage or Collateral Mortgage (as applicable) over the Ship, the Security Agent (acting on the instructions of the Majority Lenders) may terminate any Management Agreement or Bareboat Charter for the Ship by way of written notice and the relevant Guarantor will not have any claim for any resulting loss;
- (g) not to compete with any Finance Party in the liquidation, winding-up or other dissolution of any person liable to the Finance Parties under any of the Finance Documents;
- (h) not to demand or accept payment of any moneys due in respect of the management of the Ship at a time where any Transaction Security has become enforceable;
- (i) not to appoint a sub-manager of the Ship without the approval of the Majority Lenders and to procure that any sub-manager so approved will provide a Manager's Undertaking or equivalent;
- (d) to promptly notify the Agent if any amounts are owing to the relevant Guarantor under any Management Agreement or Bareboat Charter for the Ship for more than 10 days after the period agreed for payment; and
- (e) to give the Agent such information about the Ship and its management and any amounts owing to the relevant Guarantor under any Management Agreement or Bareboat Charter for the Ship as the Agent (acting on the instructions of the Majority Lenders) may from time to time request.

## Section 8 - Representations, Undertakings and Events of Default

### 20 Representations

20.1 Each Obligor who is a Party makes and repeats the representations and warranties set out in this clause 20 to each Finance Party at the times specified in clause 20.38 (*Times when representations are made*).

### 20.2 Status

- (a) Each Obligor is a company or corporation, duly incorporated and validly existing under the law of its Original Jurisdiction.
- (b) Each Obligor and each other Group Member has power and authority to own its assets and to carry on its business as it is now being conducted.
- (c) No Obligor is a FATCA FFI.

### 20.3 Binding obligations

Subject to the Legal Reservations:

- (a) the obligations expressed to be assumed by each Obligor in each Finance Document to which it is, or is to be, a party are or, when entered into by it, will be legal, valid, binding and enforceable obligations; and
- (b) (without limiting the generality of paragraph (a) above) each Security Document to which an Obligor is, or will be, a party, creates or will create the Security Interests which that Security Document purports to create and those Security Interests are or will be valid and effective.

### 20.4 Non-conflict

The entry into and performance by each Obligor of, and the transactions contemplated by the Finance Documents and the granting of the Transaction Security do not and will not conflict with:

- (a) any law or regulation applicable to any Obligor;
- (b) the Constitutional Documents of any Obligor or any other Group Member; or
- (c) any material agreement or other material instrument binding upon any Obligor or any other Group Member or its or any other Group Member's assets

or constitute a default or termination event (however described) under any such material agreement or material instrument or result in the creation of any Security Interest (save for a Permitted Maritime Lien or under a Security Document) on any Obligor's or any other Group Member's assets, rights or revenues.

### 20.5 Power and authority

- (a) Each Obligor has the power to enter into, perform and deliver and comply with its obligations under, and has taken all necessary action to authorise its entry into, performance and delivery of, and compliance with, each Finance Document to which it is, or is to be, a party and each of the transactions contemplated by those documents.

- (b) No limitation on any Obligor's powers to borrow, create security or give guarantees will be exceeded as a result of any transaction under, or the entry into of, any Finance Document to which such Obligor is, or is to be, a party.

**20.6 Validity and admissibility in evidence**

- (a) All Authorisations required or desirable:
  - (i) to enable each Obligor lawfully to enter into, exercise its rights and comply with its obligations under each Finance Document to which it is a party;
  - (ii) to make each Finance Document to which it is a party admissible in evidence in its Relevant Jurisdictions; and
  - (iii) to ensure that the Transaction Security has the priority and ranking contemplated by the Security Documents,have been obtained or effected and are in full force and effect except any Authorisation or filing referred to in clause 20.14 (*No filing or stamp taxes*), which Authorisation or filing will be promptly obtained or effected within any applicable period.
- (b) All Authorisations necessary for the conduct of the business, trade and ordinary activities of each Obligor and each other Group Member have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations is reasonably likely to have a Material Adverse Effect.

**20.7 Governing law and enforcement**

- (a) Subject to the Legal Reservations, the choice of governing law of any Finance Document will be recognised and enforced in each Obligor's Relevant Jurisdictions.
- (b) Subject to the Legal Reservations, any judgment obtained in relation to any Finance Document in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in each Obligor's Relevant Jurisdictions.

**20.8 No misleading information**

- (a) Any factual information contained in the Information Package is true and accurate in all material respects as at the date of the relevant report or document containing the information or (as the case may be) as at the date the information is expressed to be given.
- (b) Any financial projection or forecast contained in the Information Package and any budget provided pursuant to clause 21.6 (*Budget*) have been prepared on the basis of recent historical information and on the basis of reasonable assumptions and were fair (as at the date of the relevant report or document containing the projection or forecast or of the relevant budget) and arrived at after careful consideration.
- (c) The expressions of opinion or intention provided by or on behalf of an Obligor for the purposes of the Information Package were made after careful consideration and (as at the date of the relevant report or document containing the expression of opinion or intention) were fair and based on reasonable grounds.
- (d) No event or circumstance has occurred or arisen and no information has been omitted from the Information Package and no information has been given or withheld that results in the

information, opinions, intentions, forecasts or projections contained in the Information Package being untrue or misleading in any material respect.

- (e) All other written information provided by any Group Member (including its advisers) to a Finance Party was true, complete and accurate in all material respects as at the date it was provided and is not misleading in any material respect.
- (f) For the purposes of this clause 20.8, **Information Package** means any written information (other than Green Loan Information) provided by any Obligor or any other Group Member to any of the Finance Parties in connection with the Transaction Documents or the transactions referred to in them (including any information memorandum).
- (g) All Green Loan Information was true, complete and accurate in all material respects as at the date it was provided and is not misleading in any respect.

#### **20.9 Original Financial Statements**

- (a) The Original Financial Statements were prepared in accordance with GAAP consistently applied.
- (b) The audited Original Financial Statements give a true and fair view of the financial condition as at the end of the relevant Financial Year and the results of operations of the relevant Obligors (consolidated in the case of Guarantor A) during the relevant Financial Year.
- (c) The unaudited Original Financial Statements fairly present the financial condition as at the end of the relevant financial half year and the results of operations of the relevant Obligors and the Group (consolidated in the case of Guarantor A) during the relevant financial half year.
- (d) There has been no material adverse change in the assets, business or financial condition or operations of any Obligor (or the assets, business or operations or consolidated financial condition of the Group, in the case of Guarantor A) since the date of the Original Financial Statements.

#### **20.10 Pari passu ranking**

Each Obligor's payment obligations under the Finance Documents to which it is, or is to be, a party rank at least pari passu with all its other present and future unsecured and unsubordinated payment obligations, except for obligations mandatorily preferred by law applying to companies generally.

#### **20.11 Ranking and effectiveness of security**

Subject to the Legal Reservations and any filing, registration or notice requirements which is referred to in any Legal Opinion:

- (a) the Transaction Security has (or will have when the relevant Security Documents have been executed) the priority which it is expressed to have in the Security Documents;
- (b) the Charged Property is not subject to any Security Interest other than Permitted Security Interests; and
- (c) the Transaction Security will constitute perfected security on the assets described in the Security Documents.

**20.12 Ownership of Charged Property**

Each Obligor is the sole legal and beneficial owner of the Charged Property over which it purports to grant a Security Interest under the Security Documents.

**20.13 No insolvency**

No corporate action, legal proceeding or other procedure or step described in clause 33.9 (*Insolvency proceedings*) or creditors' process described in clause 33.10 (*Creditors' process*) has been taken or, to the knowledge of any Obligor, threatened in relation to a Group Member and none of the circumstances described in clause 33.8 (*Insolvency*) applies to any Group Member.

**20.14 No filing or stamp taxes**

Under the laws of each Obligor's Relevant Jurisdictions it is not necessary that any Finance Document to which it is, or is to be, party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to any such Finance Document or the transactions contemplated by the Finance Documents except for any filing, recording or enrolling or any tax (including stamp duty) or fee payable in relation to any Finance Document which is referred to in any Legal Opinion and which will be made or paid promptly after the date of the relevant Finance Document.

**20.15 Deduction of Tax**

No Obligor is required to make any Tax Deduction (as defined in clause 14.1 (*Definitions*)) from any payment it may make under any Finance Document to which it is, or is to be, a party and no other party is required to make any such deduction from any payment it may make under any other Transaction Document.

**20.16 Tax compliance**

- (a) No Obligor or other Group Member is materially overdue in the filing of any Tax returns or overdue in the payment of any amount in respect of Tax.
- (b) No claims or investigations are being, or are reasonably likely to be, made or conducted against any Obligor or other Group Member with respect to Taxes such that a liability of, or claim against, any Obligor or other Group Member is reasonably likely to arise for an amount for which adequate reserves have not been provided in the Original Financial Statements and which is reasonably likely to have a Material Adverse Effect.
- (c) Each Obligor is resident for Tax purposes only in its Original Jurisdiction.

**20.17 Other Tax matters**

The execution or delivery or performance by any Party of the Finance Documents will not result in any Finance Party:

- (a) having any liability in respect of Tax in any Flag State;
- (b) having or being deemed to have a place of business in any Flag State or any Relevant Jurisdiction of any Obligor.

**20.18 No Default**

- (a) No Default is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Transaction Document.
- (b) No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or any other Group Member or to which any Obligor's (or any other Group Member's) assets are subject which is reasonably likely to have a Material Adverse Effect.

**20.19 No proceedings**

- (a) No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which is reasonably likely to have a Material Adverse Effect has or have (to the best of any Obligor's knowledge and belief (having made due and careful enquiry)) been started or threatened against any Obligor or any other Group Member.
- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of any Obligor's knowledge and belief (having made due and careful enquiry)) been made against any Obligor or any other Group Member.

**20.20 No breach of laws**

- (a) No Obligor or other Group Member has breached any law or regulation which breach is reasonably likely to have a Material Adverse Effect.
- (b) No labour dispute is current or, to the best of any Obligor's knowledge and belief (having made due and careful enquiry), threatened against any Obligor which is reasonably likely to have a Material Adverse Effect.

**20.21 Environmental and social matters**

- (a) The Borrower and each Obligor have obtained, and, unless otherwise reported in writing to the Agent, performed and observed all Environmental Laws, Social Laws and Environmental Approvals.
- (b) No Environmental Incident, Social Incident, Environmental Claim, Social Claim or IMO Code Claim has occurred which has not been reported in writing to the Agent.
- (c) No Environmental Law applicable to any Ship has been violated.
- (d) No Environmental Law applicable to any Obligor and/or any of its ships (other than the Ships) has been violated in a manner or to an extent which might have a Material Adverse Effect.
- (e) No material Environmental Claim has been made or is threatened or pending against any Ship and there has been no material Environmental Incident which has given rise to such a claim.



- (f) No material Environmental Claim has been made or is threatened or pending against any Obligor or where that claim might have a Material Adverse Effect and there has been no Environmental Incident which has given rise to such a claim.

**20.22 Anti-bribery, anti-corruption and anti-money laundering laws**

Neither an Obligor nor any of their directors or officers, or (to the knowledge of an Obligor) any of its or its Subsidiaries' employees or agents, have engaged in any activity or conduct that would breach Anti-Corruption Laws or Anti-Money Laundering Laws, and it has conducted its businesses in compliance with Anti-Corruption Laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with Anti-Corruption Laws and AntiMoney Laundering Laws.

**20.23 Security and Financial Indebtedness**

- (a) No Security Interest exists over all or any of the present or future assets of any Obligor or other Group Member in breach of this Agreement.
- (b) No Obligor or other Group Member has any Financial Indebtedness outstanding in breach of this Agreement.

**20.24 Shares**

- (a) The shares of each Owner are fully paid and not subject to any option to purchase or similar rights.
- (b) The Constitutional Documents of each Owner do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Security Documents.
- (c) There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of each Owner (including any option or right of pre-emption or conversion).

**20.25 Ownership of Obligors**

Each Obligor (other than Guarantor A) is a direct or indirect wholly owned Subsidiary of Guarantor A (with the exception of a Bareboat Charterer under a JV Bareboat Charter or the Borrower following the Potential Investment, which is a direct or indirect Subsidiary of Guarantor A).

**20.26 No Change of Control**

There has not been a Change of Control.

**20.27 Accounting Reference Date**

The Financial Year-end of each Obligor and other Group Member is the Accounting Reference Date.

**20.28 No adverse consequences**

- (a) It is not necessary under the laws of the Relevant Jurisdictions of any Obligor:
  - (i) in order to enable any Finance Party to enforce its rights under any Finance Document to which it is, or is to be, a party; or

- (ii) by reason of the execution of any Finance Document or the performance by any Obligor of its obligations under any Finance Document,

that any Finance Party should be licensed, qualified or otherwise entitled to carry on business in any of such Relevant Jurisdictions.

- (b) No Finance Party is or will be deemed to be resident, domiciled or carrying on business in any Relevant Jurisdiction of any Obligor by reason only of the execution, performance and/or enforcement of any Finance Document.

**20.29 Copies of documents**

The copies of those Transaction Documents which are not Finance Documents and the Constitutional Documents of the Obligors delivered to the Agent under clause 4 (*Conditions of Utilisation*) will be true, complete and accurate copies of such documents and include all amendments and supplements to them as at the time of such delivery and no other agreements or arrangements exist between any of the parties to those Transaction Documents which would materially affect the transactions or arrangements contemplated by them or modify or release the obligations of any party under them.

**20.30 ECA Policies**

No Obligor has done or omitted to do anything, and to each Obligor's knowledge no event or circumstance has occurred, which has made or could make any ECA Policy void or voidable and no Obligor has received any notification that the liability of an ECA under any ECA Policy has been reduced or avoided.

**20.31 Breach, etc. of any Building Contract Document**

No Obligor nor (so far as the Obligors are aware) any other person is in breach of any Building Contract Document to which it is a party nor has anything occurred which entitles or may entitle any party to rescind or terminate it or decline to perform their obligations under it or which would render it illegal, invalid or unenforceable.

**20.32 No breach of charters**

No Obligor is in breach of any Bareboat Charter to which it is a party nor has anything occurred which entitles or which may entitle any party to rescind or terminate it or decline to perform their obligations under it.

**20.33 No immunity**

No Obligor or any of its assets is immune to any legal action or proceeding.

**20.34 Sanctions**

- (a) No Obligor, no other Group Member nor any of their respective directors, officers or, so far as each Obligor is aware, none of their employees:
  - (i) is a Restricted Party;
  - (ii) is in breach of Sanctions;
  - (iii) owns or controls a Restricted Party;

- (iv) is currently engaging in any transaction, activity or conduct which is reasonably likely to result in a violation of Sanctions; or
  - (v) is, to its knowledge subject to, involved in or has received notice of any complaint, claim, action, suit, proceedings, formal notice, investigation or other action by any regulatory or enforcement authority or any Sanctions Authority.
- (b) Each Obligor has implemented and maintains a Sanctions compliance policy or equivalent which, in accordance with the recommendations of the Sanctions Advisory, is designed to ensure compliance by that Obligor, each Group Member and their respective directors, officers, employees and agents with Sanctions. Each Obligor, each Group Member and their respective directors, officers and, to the knowledge of that Obligor, its employees, are in compliance with Sanctions in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in such Obligor being designated as a Restricted Party. Without limitation on the foregoing, such Sanctions compliance policy shall procure that each Obligor, each Group Member and their respective directors, officers, employees and agents shall, where applicable:
- (i) conduct their activities in a manner compliant with Sanctions;
  - (ii) have sufficient resources in place to ensure execution of and compliance with their own Sanctions policies by their personnel, including but not limited to direct hires, contractors, and staff;
  - (iii) ensure Subsidiaries and Affiliates comply with the relevant policies, as applicable;
  - (iv) have relevant controls in place to monitor automatic identification system (AIS) transponders;
  - (v) have controls in place to screen and assess onboarding or offloading cargo in areas they determine to present a high risk;
  - (vi) have controls to assess authenticity of bills of lading, as necessary; and
  - (vii) have controls in place consistent with the Sanctions Advisory.

#### **20.35 Ship status**

Each Ship will on the first day of the relevant Mortgage Period be:

- (a) registered in the name of the relevant Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;
- (b) operationally seaworthy and fit for service in all material respects;
- (c) classed with the relevant Classification as required under this Agreement free of any overdue requirements and recommendations of the relevant Classification Society affecting class; and
- (d) insured in the manner required by the Finance Documents.

## **20.36 Ship's employment**

Each Ship shall on the first day of the relevant Mortgage Period be free of any charter commitment under a Charter which, if entered into after that date, would require approval under the Finance Documents.

## **20.37 Address commission**

There are no rebates, commissions or other payments to the Builder or the Obligors in connection with any Building Contract Document other than those referred to in it.

## **20.38 Times when representations are made**

- (a) All of the representations and warranties set out in this clause 20 (other than Ship Representations, the representation in paragraph (g) of clause 20.8 (*No misleading information*), and the representations set out in clauses 20.14 (*No filing or stamp taxes*) to 20.17 (*Other Tax matters*) and clause 20.28 (*No adverse consequences*)) are deemed to be made on the dates of:
  - (i) this Agreement;
  - (ii) the Utilisation Request; and
  - (iii) the Utilisation.
- (b) The Repeating Representations are deemed to be made on the first day of each Interest Period.
- (c) All the representations and warranties in this clause 20 except clause 20.8 (*No misleading information*) are deemed to be made by each Additional Guarantor on the day on which it becomes (and on the date it is proposed that it becomes) an Additional Guarantor.
- (d) All of the Ship Representations in relation to a Ship are deemed to be made on the first day of the Mortgage Period for the relevant Ship.
- (e) The representation in paragraph (g) of clause 20.8 (*No misleading information*) is deemed to be made by each Obligor on the date of each Green Loan Compliance Certificate.
- (f) The representations set out in clauses 20.14 (*No filing or stamp taxes*) to 20.17 (*Other Tax matters*) and clause 20.28 (*No adverse consequences*) shall be made on the date of this Agreement and in accordance with paragraph (c) above.
- (g) Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

## **21 Information undertakings**

### **21.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 21 will be complied with throughout the Facility Period.

## 21.2 Interpretation

In this clause 21:

**Annual Financial Statements** means each of the audited consolidated financial statements for a Financial Year of Guarantor A delivered pursuant to paragraph (a) of clause 21.3 (*Financial statements*).

**Semi-Annual Financial Statements** means each of the consolidated financial statements for the first half year of the Financial Year of Guarantor A delivered pursuant to paragraph (b) of clause 21.3 (*Financial statements*).

## 21.3 Financial statements

- (a) The Obligors shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests) and the Agent shall supply to the Lenders and to the ECA Agent (who will supply to the ECAs) as soon as the same become available, but in any event:
  - (i) within 120 days after the end of each Financial Year, the audited consolidated financial statements of Guarantor A for that Financial Year; and
  - (ii) within 180 days after the end of each Financial Year:
    - (A) to the extent that audited financial statements are required to be prepared for the Borrower under the Companies Act 2006, the audited financial statements of the Borrower for that Financial Year; and
    - (B) to the extent that there is no requirement for audited financial statements to be prepared for the Borrower under the Companies Act 2006, and provided that all conditions set out in Chapter 4 of Part 15 and Chapter 1 of Part 16 of the Companies Act 2006 have been compiled with, the audited financial statements of the Group Member incorporated in the United Kingdom (which consolidates the Borrower) for which consolidated audited financial statements will be prepared for that Financial Year.
- (b) The Obligors shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests) and the Agent shall supply to the Lenders and to the ECA Agent (who will supply to the ECAs) as soon as the same become available, but in any event within 90 days after the end of the first half year of each of its Financial Year (namely each six month period ending on 30 June of a Financial Year) the unaudited consolidated financial statements of Guarantor A for that financial half year.

## 21.4 Provision and contents of Compliance Certificate and Employment Compliance Certificate

- (a) The Obligors shall supply to the Agent and the Agent shall supply to each Lender and each ECA:
  - (i) a Compliance Certificate, with each set of Annual Financial Statements and Semi-Annual Financial Statements; and
  - (ii) an Employment Compliance Certificate on each Testing Date.
- (b) Each Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with clause 22 (*Financial Covenants*).

- (c) Each Employment Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with clause 22.5(a) (*Employment cover*).
- (d) Each Compliance Certificate and Employment Compliance Certificate shall be signed by the chief executive officer or chief financial officer of Guarantor A.

#### **21.5 Requirements as to financial statements**

- (a) The Borrower shall procure that each set of financial statements delivered pursuant to clause 21.3 (*Financial statements*) includes a profit and loss account, a balance sheet and a cashflow statement and that, in addition, each set of such annual financial statements shall be audited by the Auditors.
- (b) Each set of financial statements delivered pursuant to clause 21.3 (*Financial statements*) shall:
  - (i) be certified by a director of the relevant company as fairly presenting, its financial condition and operations as at the date as at which those financial statements were drawn up and, in the case of the annual financial statements, shall be accompanied by any letter addressed to the management of the relevant company by the Auditors and accompanying those financial statements; and
  - (ii) in the case of audited annual financial statements, not be the subject of any material qualification in the Auditors' opinion.
- (c) Guarantor A shall procure that each set of financial statements delivered pursuant to clause 21.3 (*Financial statements*) shall be prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements, unless, in relation to any set of financial statements, Guarantor A notifies the Agent that there has been a change in GAAP or the accounting practices and the Auditors deliver to the Agent:
  - (i) a description of any change necessary for those financial statements to reflect the GAAP or accounting practices and reference periods upon which corresponding Original Financial Statements were prepared; and
  - (ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether clause 22 (*Financial covenants*) has been complied with and to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.
- (d) Any reference in this Agreement to any financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

#### **21.6 Budget**

- (a) Subject to paragraph (d) below, Guarantor A shall supply to the Agent, as soon as the same become available but in any event before the start of each of its Financial Years, an electronic copy of its preliminary annual budget for that Financial Year. Such budget will be for preliminary information purposes only and will not have been reviewed and/or approved by Guarantor A's board of directors. Guarantor A shall immediately upon the release of its

annual report and final budget for the relevant Financial Year supply the Agent with the final budget as approved by its board of directors.

- (b) Subject to paragraph (d) below, Guarantor A shall ensure that each preliminary budget for a Financial Year:
  - (i) is in a form reasonably acceptable to the Agent and includes:
    - (A) a projected consolidation profit and loss balance sheet and cashflow projections and a cashflow statement for the Group;
    - (B) projected financial covenant calculations; and
    - (C) any other information reasonably requested by any Lender or any ECA;for that Financial Year and itemised for each calendar month of that Financial Year;
  - (ii) is prepared in accordance with GAAP and the accounting practices and financial reference periods applied to financial statements under clause 21.3 (*Financial statements*); and
  - (iii) has been approved by the board of directors of Guarantor A.
- (c) Subject to paragraph (d) below, if Guarantor A updates or changes the budget, it shall within not more than 5 days of the update or change being made deliver to the Agent in sufficient copies each of the Lenders, such updated or changed budget together with a written explanation of the main changes in that budget.
- (d) Notwithstanding paragraphs (a) to (c) above, Guarantor A shall only be obliged to supply the Agent with a preliminary budget where such obligation will not (A) be in breach of (i) applicable market abuse regulations and/or (ii) the Danish Financial Supervisory Authority's or other relevant authority's interpretation of guidance requirements for listed companies and/or (B) require Guarantor A to make a public disclosure under applicable market abuse regulation and/or the Danish Financial Supervisory Authority's or other relevant authority's interpretation of disclosure on guidance.

#### **21.7 Presentations**

Once in every Financial Year, or more frequently if requested to do so by the Agent if the Agent reasonably suspects a Default is continuing or may have occurred or may occur, the Obligors shall procure that at least two directors of Guarantor A (one of whom shall be the chief financial officer) give a presentation to the Finance Parties and the ECAs about the on-going business and financial performance of the Group and any other matter which a Finance Party or an ECA may reasonably request.

#### **21.8 Year-end**

The Borrower shall procure that each Financial Year-end of each Obligor and each Group Member falls on the Accounting Reference Date.

#### **21.9 Information: miscellaneous**

The Borrower shall supply to the Agent (in sufficient copies for all the Lenders and, if the Agent so requests, the ECAs):

- (a) at the same time as they are dispatched, copies of all documents dispatched by Guarantor A to its shareholders generally (or any class of them) or dispatched by Guarantor A or any Obligors to its creditors generally (or any class of them);
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any Group Member, and which, if adversely determined, might reasonably be expected to have a Material Adverse Effect;
- (c) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is made against any Group Member and which is reasonably likely to have a Material Adverse Effect;
- (d) promptly, such information as the Agent or the Security Agent may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents;
- (e) promptly following a request, such further information regarding the financial condition, assets and operations of the Group and/or any Group Member as any Finance Party through the Agent may reasonably request and which can be delivered without breach of any legally binding confidentiality restrictions and/or applicable market abuse regulations on the part of an Obligor;
- (f) promptly, such further information as may be required by any banking supervisory laws and regulations applicable to any Lender and/or as is in line with standard banking practice and which can be delivered without breach of any applicable market abuse regulations and/or, in the case of copies of a charter commitment or a summary of the terms of a charter commitment, legally binding confidentiality restrictions, on the part of an Obligor; and
- (g) promptly upon becoming aware of the same, and the Borrower shall procure that each other Obligor and each Group Member shall supply to the Agent (promptly upon becoming aware of the same), details of any claim, action, suit, proceedings or investigation against it in respect of Sanctions.

#### **21.10 Notification of Default**

- (a) Each Obligor shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon any Obligor becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).
- (b) Promptly upon a request by the Agent, the Borrower shall supply to the Agent a certificate signed by two of its directors or senior officers of Guarantor A on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

#### **21.11 Sufficient copies**

The Borrower, if so requested by the Agent, shall deliver sufficient copies of each document to be supplied under the Finance Documents to the Agent to distribute to each of the Lenders and the Hedging Providers.



## 21.12 Direct electronic delivery by the Borrower

The Borrower may satisfy their obligation under this Agreement to deliver any information in relation to a Lender or to an ECA by delivering that information directly to that Lender or that ECA, as the case may be, in accordance with clause 47.5 (*Electronic communication*) to the extent that Lender and the Agent agree to this method of delivery.

## 21.13 “Know your customer” checks

- (a) If:
- (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
  - (ii) any change in the status of an Obligor (or of a Holding Company of an Obligor) or the composition of the shareholders of an Obligor (or of a Holding Company of an Obligor) after the date of this Agreement;
  - (iii) any internal policy of a Finance Party; or
  - (iv) a proposed assignment by a Lender or a Hedging Provider of any of its rights under this Agreement or any Hedging Contract to a party that is not already a Lender or a Hedging Provider prior to such assignment,

obliges the Agent, the Security Agent, or the relevant Hedging Provider or any Lender (or, in the case of paragraph (iv) above, any prospective new Lender or the Security Agent) or Eksfin or EIFO to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it (or, where such information is not sufficiently up-to-date for the purpose of compliance with any banking supervisory laws applicable to any Lender and/or standard banking practices), each Obligor shall promptly upon the request of the Agent, the Security Agent, any Lender, any Hedging Provider or Eksfin or EIFO supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender, the Security Agent or any Hedging Provider) or any Lender, the Security Agent or any Hedging Provider (for itself or, in the case of the event described in paragraph (iv) above, on behalf of any prospective new Lender or Hedging Provider) or Eksfin or EIFO in order for the Agent, the Security Agent, such Lender or any Hedging Provider or Eksfin or EIFO or, in the case of the event described in paragraph (iv) above, any prospective new Lender or Hedging Provider to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) Each Finance Party shall, promptly upon the request of the Agent, the Security Agent, any Lender or Eksfin or EIFO, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent, the Security Agent, any Lender or Eksfin or EIFO (for itself) in order for it to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.
- (c) If the accession of such Additional Guarantor obliges the Agent, any Lender or any Hedging Provider or Eksfin or EIFO to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it, Guarantor A shall promptly upon the request of the Agent, any Lender or any Hedging

Provider or Eksfin or EIFO supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective new Lender) or any Hedging Provider or Eksfin or EIFO in order for the Agent, such Lender or Hedging Provider or Eksfin or EIFO or any prospective new Lender to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the accession of such Subsidiary to this Agreement as an Additional Guarantor.

#### **21.14 ECA notification and information**

The Borrower (or Guarantor A on its behalf) shall promptly:

- (a) notify the Agent (and the Agent shall notify the ECA Agent and each Lender) forthwith via email thereafter confirmed by letter of the occurrence of any political or commercial risk covered by any ECA Policy; and
- (b) provide the Agent (and the Agent shall provide the ECA Agent and each Lender) with copies of all financial or other information required by the Agent to satisfy any request for information by an ECA pursuant to any ECA Policy.

#### **21.15 Building Contract Documents**

The Borrower shall promptly provide to the Agent such information that the Agent may reasonably request in relation to the Building Contract Documents, the progress and status of construction of Ship A thereunder and any related costs.

#### **21.16 Green Loan Compliance Certificate and Green Loan Report**

- (a) The Borrower shall supply to the Agent in sufficient copies for all the Lenders, as soon as the same becomes available but, subject to paragraph (b) below, in any event within 120 days after the end of their financial year, a Green Loan Compliance Certificate for that financial year.
- (b) The first Green Loan Compliance Certificate in respect of a financial year shall be delivered to the Agent in respect of the financial year ending no less than 8 Months after Ship A has come into operation.
- (c) Each Green Loan Compliance Certificate in respect of a financial year shall:
  - (i) set out (in reasonable detail) the Borrower’s compliance with the Green Asset Criteria for the relevant financial year (including relevant computations);
  - (ii) attach a correct and complete copy of the annual non-financial disclosure report prepared by Guarantor A and, in respect of the financial year ending 31 December 2025 and each subsequent financial year, reviewed and verified by the External Reviewer setting out the Borrower’s green loan-related information for the relevant financial year in sufficient detail for the Lenders to assess whether the Green Asset Criteria have been complied with by the Borrower during that financial year (a **Green Loan Report**);
  - (iii) ensure that each Green Loan Report includes the following items, based on and subject to availability of any relevant data (and if such relevant data is not available, based on expected impact): installed capacity in MW or annual renewable generation (MWh) and, if feasible, CO2 emissions saved; number of installed wind

turbines; fuel consumption and/or CO2 emissions; and other relevant emissions such as Sox and Nox, PM; and

- (iv) confirm that the Green Loan Report relating to the relevant financial year and attached to the Green Loan Compliance Certificate is a correct and complete copy of the original and has not been amended or superseded as at the date of the Green Loan Compliance Certificate.
- (d) Each Green Loan Compliance Certificate shall be signed by two directors of the Borrower.
- (e) Each Obligor shall supply to the Agent a copy of any amendments to or updated versions of the Green Finance Second Party Opinion immediately upon receipt from the External Reviewer.

**21.17 Green Loan Compliance Certificate Inaccuracy**

- (a) The Borrower (or Guarantor A on its behalf) shall notify the Agent upon becoming aware of any inaccuracy in a Green Loan Compliance Certificate (a **Green Loan Compliance Certificate Inaccuracy**). Such notice shall be provided together with:
  - (i) a description (in reasonable detail) of the relevant Green Loan Compliance Certificate Inaccuracy; and
  - (ii) a revised Green Loan Compliance Certificate which complies with the requirements of paragraph (c) of clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*) and which corrects the relevant Green Loan Compliance Certificate Inaccuracy.
- (b) Notwithstanding any other provision of this clause 21.17, a Green Loan Compliance Certificate Inaccuracy shall not constitute a Default or an Event of Default.

**21.18 Green Loan Information**

- (a) The Borrower shall supply to the Agent within a reasonable time any additional information which any Lender (through the Agent) or any ECA (through the ECA Agent) may reasonably request in order to:
  - (i) determine and confirm if the Green Asset Criteria have been complied with by the Borrower; or
  - (ii) otherwise determine a Group Member's compliance with its obligations under any Green Loan Provision.
- (b) The Borrower shall notify the Agent within a reasonable time:
  - (i) of becoming aware that an External Reviewer has threatened to terminate its appointment, or that an External Reviewer's appointment has been terminated; and
  - (ii) of the appointment of any successor External Reviewer.
- (c) The Parties acknowledge and agree that the Agent, the Lenders and the ECAs may rely, without independent verification, upon the accuracy, adequacy and completeness of the Green Loan Information, and that neither the Agent, the Lenders nor any ECA:

- (i) assumes any responsibility or has any liability for the Green Loan Information; or
- (ii) has an obligation to conduct any appraisal of any Green Loan Information.

## **22 Financial covenants**

### **22.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 22 will be complied with throughout the Facility Period.

### **22.2 Financial definitions**

In this clause 22:

**Cash and Cash Equivalents** means at any relevant time:

- (a) cash in hand or on deposit with any bank;
- (b) Cash Equivalent Investments;
- (c) any undrawn and available amounts under any committed revolving and overdraft credit facilities; and
- (d) any other instrument, security or investment approved by the Majority Lenders,

which is free from any Security Interest (with the exception of any Account Security or Collateral Account Security, as applicable, relating to an Earnings Account unless an Event of Default is continuing) and/or restrictions and to which any Group Member is beneficially entitled at that time and which are readily available to Group Members and capable of being applied against Financial Indebtedness, as demonstrated by the then most recent Financial Statements.

**Cash Equivalent Investments** means at any time:

- (a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;
- (b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;
- (c) commercial paper not convertible or exchangeable to any other security:
  - (i) for which a recognised trading market exists;
  - (ii) issued by an issuer incorporated in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State;
  - (iii) which matures within one year after the relevant date of calculation; and

- (iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and noncredit enhanced debt obligations, an equivalent rating;
- (d) any investment in money market funds which:
  - (i) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited; and
  - (ii) invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above, to the extent that investment can be turned into cash on not more than 30 days' notice; or
- (e) any stocks payable in a freely convertible and transferable currency and which are listed on a stock exchange acceptable to the Majority Lenders.

**EBITDA** means, at any time and in respect of any Measurement Period, the consolidated profit on ordinary activities of the Group before taxation for the twelve month period ending at the end of such Measurement Period, but:

- (a) adjusted to exclude interest receivable and interest payable and other similar income or costs to the extent not already excluded;
- (b) adjusted to exclude any gain or loss realised on the disposal of fixed assets (whether tangible or intangible);
- (c) after adding back depreciation and amortisation charged which relates to such period;
- (d) adjusted to exclude any exceptional, one-off, non-recurring or extraordinary items; and
- (e) after deducting any profit arising out of the release of any provisions against a liability or charge and adding back any provision relating to long term assets or contracts,

as shown in the then most recent Financial Statements relevant to the twelve month period ending at the end of such Measurement Period.

**Equity Ratio** means, at any relevant time and in relation to a Measurement Period, the ratio of (a) the Shareholders' Equity to (b) Total Assets.

**Financial Statements** means any of the Annual Financial Statements and/or the Semi-Annual Financial Statements referred to and defined as such in clause 21 (*Information undertakings*).

**Gross Contracted Revenues** means, as at each Testing Date, the forecasted total consolidated forward looking anticipated cash revenues from legally binding committed charter commitments for Ship A over the 12-month period following the relevant Testing Date (and adjusted on a full cash basis by excluding any part of the revenue already paid), taking into account any revenues from charter commitments and any mobilisation, sea fastening and demobilisation costs and any project related activity (but excluding all options and conditional or contingent payments (other than being conditional on performance of the relevant Obligor's or Group Member's obligations under such charter commitments)).

**Gross Interest Bearing Debt** means, at any relevant time, the interest bearing debt of the Group calculated on a consolidated basis as set out in the then most recent Financial Statements.

**Measurement Period** means each Financial Year of Guarantor A and the first half year of each Financial Year of Guarantor A for which Financial Statements are to be delivered to the Agent under clause 21.3 (*Financial statements*).

**Net Interest Bearing Debt** means, at any relevant time and in respect of a Measurement Period, the Gross Interest Bearing Debt minus Cash and Cash Equivalents, each as set out in the then most recent Financial Statements relevant to such Measurement Period.

**Shareholders' Equity** means, at any time and in relation to a Measurement Period, the "total shareholders' equity" for the Group shown (on the basis of book values) in the then most recent Financial Statements relevant to such Measurement Period.

**Testing Date** means the Delivery Date and each date thereafter on which a Compliance Certificate is due to be delivered by the Obligors together with the Annual Financial Statements pursuant to clause 21.4 (*Provision and contents of Compliance Certificate and Employment Compliance Certificate*).

**Total Assets** means, at any time and in relation to any Measurement Period, the aggregate of "total assets" of the Group as shown (on the basis of book values) in the then most recent Financial Statements relevant to such Measurement Period.

**Working Capital** means, at any time, the current assets less the current liabilities of the Group, each as shown in, and calculated in accordance with, the then most recent Financial Statements, but, adjusted by:

- (a) not including in "current assets" any "restricted cash" and including in "current assets" any undrawn and available amount of any committed loan or credit facility; and
- (b) not including in "current liabilities" (i) advance payments received under charter commitments which are classified as "current liabilities" under GAAP, (ii) "restricted cash" related to derivatives exposure already adjusted for under "current assets" or (iii) any "Current portion of long-term interest bearing debt" liabilities,

each as shown in the then most recent Financial Statements relevant to such Measurement Period.

### 22.3 Financial condition

Guarantor A shall ensure that throughout the Facility Period:

- (a) **Equity Ratio:** at all times during and in respect of each Measurement Period, the Equity Ratio shall be higher than 0.35:1.0;
- (b) **Liquidity:** the Group (on a consolidated basis) maintains at all times Cash and Cash Equivalents which are at all times not less than:
  - (i) if at any relevant time the ratio of (1) the total forward-looking anticipated cash revenues of the Group from all legally binding and committed contracts for all the Fleet Vessels for a Measurement Period excluding all options and conditional or contingent payments (other than being conditional on performance of the relevant Obligor's or Group Member's obligations under such charter commitments) and

adjusted on a full cash basis by excluding any part of the revenue already paid (as the same is calculated by Guarantor A to the satisfaction of the Agent) to (2) Net Interest Bearing Debt for the same Measurement Period is equal to or higher than 50%, the higher of €35,000,000 and 5% of the Gross Interest Bearing Debt; and

(ii) at all other times, the higher of €50,000,000 and 7.5% of the Gross Interest Bearing Debt; and

(c) **Working Capital:** at all times during and in respect of each Measurement Period, the Working Capital shall be higher than zero (0).

#### **22.4 Financial testing**

The financial covenants set out in clause 22.3 (*Financial condition*) shall be calculated in accordance with GAAP and tested by reference to each of the consolidated financial statements of Guarantor A delivered pursuant to clause 21.3 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to clause 21.4 (*Provision and contents of Compliance Certificate and Employment Compliance Certificate*).

#### **22.5 Employment cover**

- (a) On each Testing Date, the Borrower shall demonstrate by way of an Employment Compliance Certificate whether the Gross Contracted Revenues for Ship A are equal to or greater than USD 30,000,000.
- (b) In the event that the Gross Contracted Revenues for Ship A are below USD 30,000,000 for any Testing Date, the provisions of clause 30.3(d) and (e) (*Debt Service Reserve Account*) shall apply.
- (c) For the avoidance of doubt, there shall be no Event of Default pursuant to paragraph (a) or (b) above as a result of the Gross Contracted Revenues for Ship A being below USD 30,000,000 provided that the Borrower complies with the requirements set out in clause 30.3(d) and (e) (*Debt Service Reserve Account*).

### **23 General undertakings**

#### **23.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 23 will be complied with by and in respect of each Obligor and each other Group Member throughout the Facility Period.

#### **23.2 Use of proceeds**

The proceeds of each Utilisation shall be used exclusively for the purposes specified in clause 3 (*Purpose*) and, if requested by the Agent, the Borrower shall promptly provide to the Agent any supporting evidence requested to verify that the proceeds are being used for the financing of Green Assets.

#### **23.3 Authorisations**

Each Obligor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

- (b) supply certified copies to the Agent of, any Authorisation required under any law or regulation of a Relevant Jurisdiction to:
  - (i) enable it to perform its obligations under the Transaction Documents;
  - (ii) ensure the legality, validity, enforceability or admissibility in evidence of any Transaction Document; and
  - (iii) carry on its business where failure to do so has, or is reasonably likely to have, a Material Adverse Effect.

**23.4 Compliance with laws**

Each Obligor shall (and shall ensure that each other Group Member will), comply in all respects with all laws and regulations (including Environmental Laws) to which it may be subject where failure to comply is reasonably likely to have a Material Adverse Effect.

**23.5 Anti-bribery, anti-corruption and anti-money laundering laws**

- (a) No portion of:
  - (i) the proceeds of the Loan will be used, directly or indirectly:
    - (A) in violation of Anti-Corruption Laws or Anti-Money Laundering Laws; or
    - (B) for any payment, promise to pay, or authorization of any payment (or giving of anything of value) to any person (including any governmental official or employee, political party, official of a political party, candidate for political office or anyone else acting in an official capacity) in order to improperly obtain, retain or direct business, or obtain any undue influence or improper advantage; and
  - (ii) any funds paid or remitted by any Obligor to the Lenders in connection with this Agreement will be derived from any activity in violation of Anti-Corruption Laws or Anti-Money Laundering Laws.
- (b) Each Obligor shall:
  - (i) conduct its business in compliance with Anti-Corruption Laws and Anti-Money Laundering Laws; and
  - (ii) maintain policies and procedures designed to promote and achieve compliance with such laws.

**23.6 Tax compliance**

- (a) Each Obligor shall (and shall ensure that each other Group Member will) pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:
  - (i) such payment is being contested in good faith;



- (ii) adequate reserves are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Agent under clause 21.3 (*Financial statements*); and
  - (iii) such payment can be lawfully withheld.
- (b) Except as approved by the Majority Lenders, each Obligor shall maintain its residence for Tax purposes in the jurisdiction in which it is incorporated and ensure that it is not resident for Tax purposes in any other jurisdiction.

**23.7 Change of business**

Except as approved by all the Lenders and the ECAs (each such approval not to be unreasonably withheld or delayed), no substantial change will be made to the general nature of the business of Guarantor A, the Obligors or the Group taken as a whole from that carried on at the date of this Agreement.

**23.8 Listing**

The common shares of Guarantor A shall remain listed on the Oslo Stock Exchange and the New York Stock Exchange or such other stock exchange acceptable to the Majority Lenders and the ECAs.

**23.9 Merger**

- (a) Subject to paragraph (b) below and except as approved by all the Lenders and the ECAs, no Obligor shall (and the Obligors shall ensure that no other Group Member will) enter into any amalgamation, demerger, merger, consolidation, redomiciliation, legal migration or corporate reconstruction (other than the solvent liquidation of any Group Member which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other Group Members).
- (b) In the case of Guarantor A only, Guarantor A may enter into an amalgamation, demerger, merger, consolidation, redomiciliation, legal migration or corporate reconstruction if:
- (i) it is to be the surviving entity of such action;
  - (ii) such action does not and would not be reasonably likely to cause a Material Adverse Effect;
  - (iii) satisfactory “know your customers” checks by the Lenders and the ECAs have been completed;
  - (iv) EIFO is satisfied that such action does not result in a breach of the Danish economic content requirements of EIFO under the EIFO Guarantee Policy, including but not limited to the requirement that:
    - (A) Guarantor A’s headquarters shall be located in Denmark;
    - (B) the conduct of Guarantor A’s day-to-day operations (including management decisions) shall take place in Denmark; and
    - (C) no Headcount Decrease will occur as a result of or following such action; and

- (v) no Default exists at the time of such action or would result from the same.

**23.10 Further assurance**

- (a) Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent or the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
  - (i) to perfect the Security Interests created or intended to be created by that Obligor under, or evidenced by, the Security Documents (which may include the execution of a mortgage, charge, assignment or other security over all or any of the assets which are, or are intended to be, the subject of the Security Documents) or to protect or ensure the priority of such Security Interests or for the exercise of any rights, powers and remedies of the Security Agent and/or any other Finance Parties provided by or pursuant to the Finance Documents or by law;
  - (ii) to confer on the Security Agent and/or any other Finance Parties Security Interests over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to the Security Documents;
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Documents; and/or
  - (iv) to facilitate the accession by a New Lender to any Security Document following an assignment in accordance with clause 35.1 (*Assignments by the Lenders*).
- (b) Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest (or the priority of any Security Interest) conferred or intended to be conferred on the Security Agent and/or any other Finance Parties by or pursuant to the Finance Documents.

**23.11 Negative pledge in respect of Charged Property**

Except as approved by the Lenders, Eksfín and EIFO and except for Permitted Security Interests, no Obligor will grant or allow to exist any Security Interest over any Charged Property (and in respect of any Charged Property, such undertaking shall be effective on and from the Utilisation Date).

**23.12 Environmental and social matters**

- (a) The Borrower shall inform the Agent in writing promptly, and in any event no later than three (3) Business Days from the date of the Borrower's discovery thereof, of any of the following events:
  - (i) an Environmental Incident;
  - (ii) a Social Incident;
  - (iii) an Environmental Claim;
  - (iv) a Social Claim; and/or

- (v) a IMO Code Claim.
- (b) The Borrower shall, if requested by the Agent (on behalf any of the Lenders or ECAs), address any Environmental Incident, Environmental Claim, Social Incident, Social Claim or IMO Code Claim through a Corrective Action Plan developed by the Borrower within sixty (60) days after such incident or claim occurred or such other date mutually agreed between the parties. The Corrective Action Plan shall be in form and substance satisfactory to the Agent (on behalf of the relevant Lender or ECA) and the Borrower shall ensure that the Corrective Action Plan is diligently pursued. Any breach of any obligations under this clause may cause a request for mandatory prepayment in accordance with clause 8.12 (*Mandatory prepayment – Environmental and Social Incidents and Claim*) but will not be an Event of Default under clause 33.5 (*Other obligations*).
- (c) The Borrower shall (and shall procure that each Manager and Bareboat Charterer shall) (i) comply in all respects with all Environmental Laws and Social Laws applicable to any of them or the Ships, including without limitation, requirements relating to manning and (ii) obtain, maintain and ensure compliance with all requisite Environmental Approvals applicable to any of them and/or the Ships and (iii) maintain or implement procedures to monitor compliance with and to prevent liability under any Environmental Laws, Social Laws and the EU Ship Recycling Regulation or the Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships 2009.
- (d) The Borrower will procure that the environmental and social matters requirements set out at Schedule 14 (*EIFO Guarantee Policy - Environmental and social matters*) (which form part of the EIFO Guarantee Policy and are set out in paragraph 8 of the Appendix (*Special Terms and Conditions*)) forming part of the EIFO Guarantee Policy) are complied with and to the extent that there is any conflict between the provisions set out in Schedule 14 (*EIFO Guarantee Policy - Environmental and social matters*) and the terms of this Agreement, the provisions set out in Schedule 14 (*EIFO Guarantee Policy - Environmental and social matters*) shall prevail.

### **23.13 Sanctions**

- (a) The Obligors shall not (and they shall procure that none of the other Group Members will) directly or indirectly, use the proceeds of the Facility or allow these proceeds to be used (or lend, contribute or otherwise make available such proceeds to any person) to fund, participate or contribute to, any activities or business of, with or related to (or otherwise to make funds available to or for the benefit of) any person who is a Restricted Party or in a Sanctioned Country.
- (b) Each Obligor shall, and it shall procure that each other Group Member will, ensure that it shall not use any revenue or benefit derived from any activity or dealing with a Restricted Party in breach of Sanctions or in a Sanctioned Country for the purpose of discharging amounts owing to any Finance Party in respect of the Facility. The Obligors will not (and they shall procure that no other Group Member will) employ the Ships in breach of Sanctions nor allow their employment, operation or management by a Restricted Party in breach of Sanctions or in a Sanctioned Country or in any manner that may lead to a breach of Sanctions.
- (c) The Obligors shall, and they shall procure that each other Group Member will, implement and maintain appropriate safeguards designed to prevent any action that would be contrary to any of the above paragraphs.

- (d) Each Obligor shall, and shall procure that each other Group Member will, promptly upon becoming aware of the same, supply to the Agent details of any claim, action, suit, proceedings or investigation against it with respect to Sanctions.

**23.14 ECA requirements**

- (a) No Obligor shall act (or omit to act) in a manner that is inconsistent with any requirement of any ECA under or in connection with an ECA Policy and, in particular:
- (i) each Obligor shall do all that is necessary to ensure that all requirements of each ECA under or in connection with each ECA Policy are complied with including, for the avoidance of doubt, the environmental and social matters requirements set out at Schedule 14 (*EIFO Guarantee Policy - Environmental and social matters*) (which form part of the EIFO Guarantee Policy and are set out in paragraph 8 of the Appendix (*Special Terms and Conditions*) forming part of the EIFO Guarantee Policy) and to the extent that there is any conflict between the provisions set out in Schedule 14 (*EIFO Guarantee Policy - Environmental and social matters*) and the terms of this Agreement, the provisions set out in Schedule 14 (*EIFO Guarantee Policy - Environmental and social matters*) shall prevail;
  - (ii) each Obligor will refrain from acting in any manner which could result in a breach of any requirements of any ECA under or in connection with any ECA Policy or affect the validity of them;
  - (iii) no Obligor shall take any action or omit to take any action which would directly or indirectly:
    - (A) permit the restriction, revocation, annulment or termination of any ECA Policy; or
    - (B) give rise to an exclusion or defence to payment applicable to an insured loss under any ECA Policy; or
    - (C) otherwise adversely affect the interests and rights of the Lenders under any ECA Policy.
- (b) Each Obligor shall take all measures (including, but not limited to, administrative, judicial and arbitral measures) to avert any risk covered by each ECA Policy.
- (c) Each Obligor agrees that, in the event that the ECA Agent or the Agent notifies it that the ECA Agent has filed or intends to file a claim for payment under any ECA Policy, the Borrower shall:
- (i) use its best efforts to assist in filing a claim for compensation, indemnity or reimbursement in respect of any loss;
  - (ii) use its best efforts to co-operate in good faith with the ECA Agent and the relevant ECA with respect to any verification of claim, eligibility or amount by any such person (including but not limited to providing evidence, documentation, information, certificates and other forms of proof reasonably requested in connection therewith);
  - (iii) when required by the Agent, the ECA Agent or the relevant ECA and in consultation with the relevant ECA, take all commercially reasonable measures to:

- (A) pursue available administrative and judicial remedies arising from the loss, in cooperation with or on behalf of the relevant ECA, against the relevant governmental agency;
  - (B) negotiate in good faith with the relevant governmental agency, in cooperation with or on behalf of the relevant ECA; and
  - (C) pursue any other potential sources of recovery for the loss.
- (d) Each Obligor shall promptly provide such information or documents or take or refrain from taking such action as requested by the ECA Agent in accordance with any ECA Policy.
- (e) Each Obligor shall notify the Agent and the ECA Agent of the occurrence of any event that is likely to result in a claim under any ECA Policy, within five Business Days of its becoming aware of the occurrence of any such event.

**23.15 ECA Policy protection**

If at any time in the opinion of the ECA Agent, any provision of a Finance Document contradicts or conflicts with any provision of an ECA Policy, the Borrower will:

- (a) take all steps as the Agent, the ECA Agent and/or the relevant ECA shall require to remove such contradiction or conflict; and
- (b) take all steps as the Agent, the ECA Agent and/or the relevant ECA shall require to ensure that such ECA Policy remains in full force and effect.

**23.16 Declassification Event**

- (a) On and at any time after the occurrence of a Declassification Event the Agent may, and shall if so directed by the Majority Lenders, KEXIM and the ECAs, by notice to the Borrower declassify the Loan as a “green loan”.
- (b) With effect on and from the Declassification Date each Green Loan Provision shall cease to apply.
- (c) If a Voluntary Declassification Event occurs, the Facility may not be re-classified as a “green loan” on or after the applicable Declassification Date except with the prior written approval of all the Lenders.
- (d) If a Mandatory Declassification Event occurs each Green Loan Provision shall cease to apply, provided that the Green Loan Provisions shall be reinstated within 10 Business Days following the Borrower’s delivery of a Green Loan Compliance Certificate evidencing compliance with the Green Asset Criteria.

**23.17 Green Loan publicity**

The Borrower shall not (and shall ensure that no other Group Member will) make any disclosure that references the Facility or the Loan as a “green loan” at any time on or after a Declassification Event that has occurred and is continuing.

**23.18 People with Significant Control (PSC) regime**

Each Obligor and each other Group Member shall:

- (a) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any Obligor incorporated in the United Kingdom; and
- (b) promptly provide the Agent with a copy of that notice.

**24 Construction period**

**24.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 24 will be complied with in relation to Ship A and the relevant Building Contract throughout the period from the date of this Agreement until the earlier of the Delivery of that Ship, the end of the Facility Period and the cancellation of the Total Commitments and payment of all amounts required by this Agreement to be paid to the Finance Parties upon such cancellation.

**24.2 Progress and information**

Upon the Agent's or the Security Agent's request, the relevant Owner shall advise the Agent or (as the case may be) the Security Agent of the progress of construction of the Ship and supply the Agent or (as the case may be) the Security Agent with such other information as the Agent or (as the case may be) the Security Agent may require about the construction of the Ship or any of the Building Contract Documents.

**24.3 Arbitration under Building Contract**

The relevant Owner shall promptly notify the Agent:

- (a) if either party begins an arbitration under the Building Contract;
- (b) of the identity of the arbitrators; and
- (c) of the conclusion of the arbitration and the terms of any arbitration award.

**24.4 Material changes**

The relevant Owner shall ensure that no material changes are made to the Building Contract prior to Delivery without the prior written consent of the Majority Lenders, KEXIM and the ECAs.

**24.5 Notification of certain events**

The relevant Owner shall notify the Agent immediately if either party cancels, rescinds, repudiates or otherwise terminates the Building Contract (or purports to do so) or rejects the Ship (or purports to do so) or if the Ship becomes a Total Loss or partial loss or is materially damaged or if a dispute arises under the Building Contract.

**25 Dealings with Ship**

**25.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 25 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period. Where a Mortgaged Ship is subject to a Bareboat Charter, all undertakings in this clause 25 given by the relevant Owner will be deemed to also be given by the relevant Bareboat Charterer under such Bareboat Charter.

## 25.2 Ship's name and registration

- (a) The Ship's name shall only be changed after prior notice to the Agent and, the relevant Owner shall promptly take all necessary steps to update all applicable insurance, class and registration documents with such change of name.
- (b) The Ship shall be permanently registered in the name of the relevant Owner with the relevant Registry under the laws of its Flag State. Except with approval of all the Lenders and the ECAs, the Ship shall not be registered under any other flag or at any other port or fly any other flag (other than that of its Flag State as at the date of this Agreement) provided that no such approval shall be required for the registration of the Ship under the flag of another Approved Flag State as long as replacement Security Interests are granted in respect of that Ship (which are, in the opinion of the Lenders, equivalent to those in place prior to such registration) in favour of the Finance Parties immediately following the registration of such Ship under the flag of that Approved Flag State and at the cost and expense of the Borrower. If that registration is for a limited period, it shall be renewed at least 45 days before the date it is due to expire and the Agent shall be notified of that renewal at least 30 days before that date.
- (c) Nothing will be done and no action will be omitted if that might result in such registration being forfeited or imperilled or the Ship being required to be registered under the laws of another state of registry.
- (d) The Ship, if subject to a Bareboat Charter, may be registered under a parallel registration regime following approval of such parallel registration regime and relevant applicable jurisdictions by the Majority Lenders provided that the Majority Lenders (acting reasonably) are satisfied that prior to such registration:
  - (i) the Finance Parties' interests under the Finance Documents (including the relevant Mortgages and other Transaction Security) are not adversely affected by such parallel registration;
  - (ii) any amendments to the Finance Documents have been entered into by the Obligors and such documents of the type referred to in Schedule 3 (*Conditions precedent*) in respect of such amendments have been delivered by the Borrower to the Agent, as may be required by the Majority Lenders in their reasonable discretion; and
  - (iii) the Lenders have received satisfactory legal opinions from all relevant jurisdictions in respect of such parallel flagging and the impact it may have on the Security Documents and the Finance Parties' interests under the Finance Documents.

## 25.3 Sale or other disposal of Ship

Except:

- (a) with approval of all the Lenders and the ECAs; or
- (b) for the sale of a Mortgaged Ship for a cash price payable on completion of the sale which is no less than the amount required to discharge all outstanding obligations of the Obligors under the Finance Documents or where all Finance Parties are satisfied (in their sole discretion) that all outstanding obligations of the Obligors under the Finance Documents shall be so discharged on completion of the sale and in each case provided no Event of Default is continuing; or

- (c) in respect of the Collateral Ship, provided that:
- (i) no Event of Default is continuing or would result from the relevant disposal or transfer; and
  - (ii) the Borrower is in compliance with clause 28 (*Minimum security value*) of this Agreement,
- in accordance with the terms of the Collateral Facility Agreement,

the relevant Owner will not sell, transfer, abandon or otherwise dispose of its Ship or any share or interest in such Ship, or agree to do so, but such Owner may enter into an agreement for the sale of a Ship if the Owner is otherwise in compliance with this clause 25.3.

#### **25.4 Manager**

A manager of the Ship shall not be appointed unless that manager is Guarantor A or any other Group Member who, in any such case, is the Bareboat Charterer of such Ship and a Guarantor, or such other person has been approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed) and unless the terms of its appointment are approved by the Majority Lenders and (unless that manager is a Guarantor) it has delivered a duly executed Manager's Undertaking to the Security Agent. The relevant Owner shall not agree to any change to the terms of appointment of a manager (including any Management Agreement) which have been approved unless such change is also approved.

#### **25.5 Copy of Mortgage on board**

A properly certified copy of the Ship's Mortgage or Collateral Mortgage, as applicable, shall be kept on board the Ship with its papers and shown to anyone having business with the Ship which might create or imply any commitment or Security Interest over or in respect of the Ship (other than a lien for crew's wages and salvage) and to any representative of the Agent or the Security Agent.

#### **25.6 Notice of Mortgage**

A framed printed notice of the Ship's Mortgage or Collateral Mortgage, as applicable, shall be prominently displayed in the navigation room and in the Master's cabin of the Ship. The notice must be in plain type and read as follows:

**“NOTICE OF MORTGAGE**

This Ship is subject to a [First][Second] Mortgage in favour of [*name of mortgagee*] of [*insert address of mortgagee*]. Under the said mortgage and related documents, neither the Owner nor any charterer nor the Master of this Ship has any right, power or authority to create, incur or permit to be imposed upon this Ship any commitments or encumbrances whatsoever other than for crew's wages and salvage.

No-one will have any right, power or authority to create, incur or permit to be imposed upon the Ship any lien whatsoever other than for crew's wages and salvage.”



## 25.7 Conveyance on default

Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the relevant Owner shall, upon the Security Agent's request, immediately execute such form of transfer of title to the Ship as the Security Agent may require.

## 25.8 Chartering

- (a) Except with approval by the Majority Lenders, KEXIM and the ECAs, the relevant Owner shall not enter into any charter commitment for a Ship (other than an Initial Bareboat Charter, any other Bareboat Charter (excluding a JV Bareboat Charter) in accordance with paragraph (b) below or a JV Bareboat Charter in accordance with paragraph 25.8(c) below); and the relevant Owner shall procure that any Bareboat Charterers (as disponent owners) shall not enter into any charter commitment for a Ship (other than the Initial Charters for that Ship), which is:
  - (i) a bareboat or demise charter or passes possession and operational control of the Ship to another person; or
  - (ii) to another Group Member.
- (b) The relevant Owner may enter into a Bareboat Charter for a Ship other than the Initial Bareboat Charter for such Ship provided that:
  - (i) the terms of such Bareboat Charter are substantially the same as those of the Initial Bareboat Charter or are approved by the Majority Lenders (such approval not to be unreasonably withheld);
  - (ii) such Bareboat Charter provides for a level of charter hire which, for the entire tenor of the same, is not less than the relevant Minimum Bareboat Charter Hire;
  - (iii) the Bareboat Charterer in respect of such Bareboat Charter is Guarantor A or a wholly-owned (direct or indirect) Subsidiary of Guarantor A;
  - (iv) where such Bareboat Charter is with a Group Member that is not a Guarantor, such Group Member has become an Additional Guarantor in accordance with the terms of clause 36.5 (*Additional Guarantors*); and
  - (v) each of the additional requirements set out in paragraph (d) below are complied with.
- (c) The relevant Owner may enter into a bareboat charter in respect of the Ship with a bareboat charterer which is a joint venture local entity (**a JV Bareboat Charter**) where this is required by local law to operate such Ship in a specific jurisdiction and provided that:
  - (i) the terms of such JV Bareboat Charter are substantially the same as those of the Initial Bareboat Charter or are approved by the Majority Lenders (such approval not to be unreasonably withheld);
  - (ii) such JV Bareboat Charter provides for a level of hire which, for the entire tenor of the same, is not less than the relevant Minimum Bareboat Charter Hire;
  - (iii) Guarantor A owns legally and beneficially (directly or indirectly) no less than 51% of each of the issued share capital and the voting share capital in, and has control over, the Bareboat Charterer under such JV Bareboat Charter;

- (iv) where such JV Bareboat Charter is with a Group Member that is not already a Guarantor, such Group Member has become an Additional Guarantor in accordance with the terms of clause 36.5 (*Additional Guarantors*); and
  - (v) the Owner (at the cost and expense of the Borrower) provides or procures the provision by the Bareboat Charterer of such JV Bareboat Charter and such other documents and evidence and security in respect of such charter as the Agent (acting on the instructions of the Majority Lenders in their sole discretion) shall require.
- (d) Further, without prejudice to the rights of the Finance Parties under the provisions of paragraph (a), (b) or (c) above and any other provisions of the Finance Documents, the relevant Owner shall advise the Agent and the ECA Agent promptly of any Bareboat Charter or Charter in respect of its Ship (other than the Initial Bareboat Charter and the Initial Charters for such Ship) entered into by the Owner or the Bareboat Charterer as disponent owner of such Ship, and the relevant Owner shall:
- (i) deliver a copy of each such Bareboat Charter or, to the extent that such disclosure does not constitute a breach of the relevant Charter, a description of the main terms of each such Charter to the Agent and the ECA Agent forthwith after its execution;
  - (ii) in the case of a Bareboat Charter where the Bareboat Charterer has not already provided a General Assignment or Collateral General Assignment, as applicable, forthwith thereafter procure that the Bareboat Charterer executes a General Assignment or Collateral General Assignment, as applicable, in favour of the Security Agent;
  - (iii) in the case of a Bareboat Charter, forthwith thereafter execute any notice of assignment required in connection therewith pursuant to the Owner's General Assignment or Collateral General Assignment, as applicable, serve such notice of assignment on the relevant Bareboat Charterer and obtain an acknowledgement of such notice by such Bareboat Charterer (and for the avoidance of doubt if the relevant Owner fails to give such notice within a reasonable time, the Agent may, and shall if so directed by the Majority Lenders, serve any such notice of assignment on the relevant Bareboat Charterer under such Bareboat Charter in a timely manner);
  - (iv) in the case of a Charter (and any Charter Guarantee in respect of such Charter) and provided that an assignment of the Earnings of such Charter or such Charter Guarantee (as applicable) will not constitute a breach of such Charter or such Charter Guarantee (but without prejudice to the requirements of paragraph (e) below), forthwith thereafter execute or procure that the relevant Bareboat Charterer execute any notice of assignment of the Earnings or, where paragraph (e)(ii) below applies, all the rights, of such Charter and such Charter Guarantee as required in connection therewith pursuant to the Owner's or Bareboat Charterer's General Assignment or Collateral General Assignment, as applicable;
  - (v) in the case of a Charter (and any Charter Guarantee in respect of such Charter) and provided that an assignment of the Earnings of such Charter or such Charter Guarantee (as applicable) will not constitute a breach of such Charter or such Charter Guarantee (but without prejudice to the requirements of paragraph (e) below), forthwith thereafter, serve or procure the service of any such notice of assignment of the Earnings of such Charter and such Charter Guarantee by the relevant Bareboat Charterer on the relevant Charterer under such Charter and on the relevant Charter Guarantor under such Charter Guarantee, and:

- (A) unless paragraph (B) below applies, use its reasonable endeavours to procure the receipt of the acknowledgement of such notice by such Charterer and such Charter Guarantor; and
- (B) where a Quiet Enjoyment Agreement has been or will be entered into in respect of such Charter, procure the receipt of the acknowledgement of such notice by such Charterer and such Charter Guarantor forthwith,

(and for the avoidance of doubt if the relevant Owner or Bareboat Charterer fails to give such notice within a reasonable time, the Agent may, and shall if so directed by the Majority Lenders, serve any such notice of assignment on the relevant Charterer under such Charter and on the relevant Charter Guarantor under such Charter Guarantee in a timely manner);

- (vi) deliver to the Agent and the ECA Agent such documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*), in relation to any such General Assignment or Collateral General Assignment or any other related matter referred to in this clause 25.8(d), as the Agent (acting on the instructions of the Majority Lenders in their reasonable discretion) shall require; and
  - (vii) pay on the Agent's demand all legal costs and other costs (pre-approved by the Borrower or Guarantor A on its behalf, such approval not to be unreasonably withheld or delayed) of the Agent and/or the ECA Agent and/or any ECA and/or the Security Agent in connection with or in relation to any such Charter, Bareboat Charter or General Assignment or Collateral General Assignment or any other related matter referred to in this clause 25.8(d).
- (e) Notwithstanding any other provision in this Agreement, the relevant Owner shall, and shall procure that any relevant Bareboat Charterer shall:
- (i) unless paragraph (ii) below applies, use commercially reasonable efforts to procure that:
    - (A) any Charter (and any Charter Guarantee in respect of such Charter) entered into by such Owner or Bareboat Charterer following the date of this Agreement is governed by English law and that its Earnings are freely assignable by the relevant Owner or Bareboat Charterer (as applicable) to the Security Agent, without the need for the relevant Charterer's or relevant Charter Guarantor's (as applicable) consent; or
    - (B) the main terms of any such Charter (and any Charter Guarantee in respect of such Charter) can be disclosed by the relevant Owner or Bareboat Charterer (as applicable) to the Finance Parties in accordance with the terms of this Agreement;
  - (ii) where a charterer in respect of any charter commitment entered into by such Owner or Bareboat Charterer following the date of this Agreement requires that a quiet enjoyment agreement be entered into as a condition to permitting the Mortgage or Collateral Mortgage, as applicable, over the relevant Ship and/or to an assignment of any rights under such charter commitment, use all commercially reasonable efforts to procure that, subject to the entry into the relevant Quiet Enjoyment Agreement, all the rights (including to Earnings) of such Owner or Bareboat Charterer under such charter commitment and any relevant guarantee in respect of

such charter commitment are freely assignable or, where, despite the use of all commercially reasonable efforts by such Owner or Bareboat Charterer, the relevant charterer does not accept such assignment of all the rights of such Owner or Bareboat Charterer under such charter commitment and any guarantee in respect of such charter commitment, procure that, subject to the entry into the relevant Quiet Enjoyment Agreement, all the rights of such Owner or Bareboat Charterer to receive Earnings under such charter commitment and any relevant guarantee in respect of such charter commitment are freely assignable;

- (iii) where paragraph (ii) above applies and such charter commitment and any guarantee in respect of such charter commitment is a Charter or a Charter Guarantee, respectively, comply with the provisions of paragraphs (d)(iv) and (d)(v) above in respect of such Charter and Charter Guarantee; and
  - (iv) where paragraph (ii) above applies in respect of a charter commitment and the same and any guarantee in respect of such charter commitment is not a Charter or a Charter Guarantee, respectively, procure that notice of the assignment of such Owner or (as the case may be) the Bareboat Charterer's rights under such charter commitment or guarantee or, as applicable, such Owner or (as the case may be) Bareboat Charterer's rights to receive Earnings under such charter commitment or moneys under such guarantee, is included in the relevant Quiet Enjoyment Agreement and acknowledged by the relevant charterer or charter guarantor, respectively, by their execution of such Quiet Enjoyment Agreement (such notice and acknowledgement wording to be based on the wording included in paragraph 3 of the BIMCO Standard Form Quiet Enjoyment Letter for Ship Financing applicable on the date of this Agreement).
- (f) Without prejudice to the provisions of paragraph (e) above:
- (i) where any charterer in respect of a charter commitment (other than a Bareboat Charter) to be entered into by an Owner or Bareboat Charterer following the date of this Agreement requires a quiet enjoyment agreement as a condition to permitting the Mortgage or Collateral Mortgage over the relevant Ship (and/or to the assignment of any rights under such charter commitment), the relevant Owner or Bareboat Charterer shall, as soon as reasonably practicable after becoming aware of such requirement and in any event prior to the entry into such charter commitment, inform the Agent of such requirement; and
  - (ii) the relevant Owner shall inform the ECA Agent prior to the entry into a Charter which prohibits the assignment of all rights of the Owner and/or the Earnings thereunder and the ECA Agent shall notify the ECAs of the same.
- (g) Notwithstanding any term of any Quiet Enjoyment Agreement, any costs or expenses arising out of or in connection with any Quiet Enjoyment Agreement shall be paid by the Borrower in accordance with clause 18 (*Costs and expenses*).

#### **25.9 Lay up**

Except with approval, the Ship shall not be laid up cold.

#### **25.10 Sharing of Earnings**

Except with approval, the relevant Owner shall not enter into any arrangement under which its Earnings from the Ship may be shared with anyone else.

#### **25.11 Payment of Earnings**

- (a) The relevant Owner's Earnings from the Ship shall be paid in the way required pursuant to clause 29.7 (*Payment of Charter Earnings*).
- (b) If any Earnings are held by brokers or other agents, they shall be paid to the Security Agent or the Agent (as the case may be), if it requires this after the Earnings have become payable to it pursuant to clause 29.7 (*Payment of Charter Earnings*).

#### **25.12 Inventory of Hazardous Materials**

An Inventory of Hazardous Materials shall be maintained in relation to the Ship provided that if such certificate is not available at the start of the Ship's Mortgage Period, an Inventory of Hazardous Material will be obtained at the next dry-docking of the Ship.

#### **25.13 Sustainable and socially responsible dismantling of Ships**

- (a) Each Ship, each Fleet Vessel and any other vessel controlled by the Group will, when it is to be scrapped or when sold to an intermediary with the intention of being scrapped, be recycled at a recycling yard which conducts its recycling business in a socially and environmentally responsible manner in accordance with the provisions of The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships 2009 (whether or not it is in force) and, if applicable, the EU Ship Recycling Regulation and, if applicable, the Ship Recycling Facilities Regulations 2015.
- (b) The Borrower shall ensure, prior to any dismantling contract being entered into by the relevant Group Member, that the Finance Parties receive a statement from an independent third party expert acceptable to the Finance Parties confirming that the relevant shipyard/dismantling yard complies with the requirements for such yards as set out in the Hong Kong International Convention for the safe and Environmentally Sound Recycling of Ships 2009 (whether or not it is in force) and/or, if applicable, the EU Ship Recycling Regulation.

#### **25.14 Poseidon Principles**

- (a) If applicable to the Ship, the relevant Owner shall, upon the request of the Agent (at the request of any Lender) and at the cost of the Borrower, on or before 31 July in each calendar year, supply or procure the supply to the Agent of all information necessary in order for that Lender to comply with its obligations under the Poseidon Principles in respect of the preceding year, including, without limitation, all vessel fuel oil consumption data required to be collected and reported in accordance with Regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Ship for the preceding calendar year.
- (b) No Lender shall publicly disclose such information with the identity of the Ship without the prior written consent of the Borrower. Such information shall be "Confidential Information" for the purposes of clause 52 (*Confidential Information*) but the Borrower acknowledges that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the relevant Lender's portfolio climate alignment.

**26 Condition and operation of Ship**

**26.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 26 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period. Where a Mortgaged Ship is subject to a Bareboat Charter, all undertakings in this clause 26 given by the relevant Owner will be deemed to also be given by the relevant Bareboat Charterer under such Bareboat Charter.

**26.2 Defined terms**

In this clause 26 and in Schedule 3 (*Conditions precedent*):

**applicable code** means any code or prescribed procedures required to be observed by the Ship or the persons responsible for its operation under any applicable law (including but not limited to those currently known as the ISM Code and the ISPS Code).

**applicable law** means all laws and regulations applicable to vessels registered in the Ship's Flag State or which for any other reason apply to the Ship or to its condition or operation at any relevant time.

**applicable operating certificate** means any certificates, vessel response plans, or other document relating to the Ship or its condition or operation required to be in force under any applicable law or any applicable code.

**26.3 Repair**

The Ship shall be kept in a good, safe and efficient state of repair. The quality of workmanship and materials used to repair the Ship or replace any damaged, worn or lost parts or equipment shall be sufficient to ensure that the Ship's value is not reduced.

**26.4 Modification**

Except with approval, the structure, type or performance characteristics of the Ship shall not be modified in a way which could or might materially alter the Ship or materially reduce its value.

**26.5 Removal of parts**

Except with approval, no material part of the Ship or any equipment (except for equipment that is temporarily installed for the purpose of fulfilling a charterparty or employment contract) shall be removed from the Ship if to do so would materially reduce its value unless at the same time it is replaced with equivalent parts or equipment owned by the relevant Owner free of any Security Interest (except under the Security Documents) or such removal is a temporary removal of equipment which is to be repaired.

**26.6 Third party owned equipment**

Except with approval, equipment owned by a third party shall not be installed on the Ship if it cannot be removed without risk of causing damage to the structure or fabric of the Ship or incurring significant expense.

**26.7 Maintenance of class; compliance with laws and codes**

The Ship's class shall be the Ship's Classification with the relevant Classification Society. The Ship and every person who owns, operates or manages the Ship shall comply with all applicable laws and the requirements of all applicable codes. There shall be kept in force and on board the Ship or in such person's custody any applicable operating certificates which are required by applicable laws or applicable codes to be carried on board the Ship or to be in such person's custody.

**26.8 Surveys**

The Ship shall be submitted to continuous surveys and any other surveys which are required for it to maintain the Classification as its class. Copies of reports of those surveys shall be provided promptly to the Agent if it so requests.

**26.9 Inspection and notice of dry-docking**

The Agent and/or surveyors or other persons appointed by it for such purpose shall be allowed to board the Ship at all reasonable times (without interfering with the normal operations and trading of the Ship unless an Event of Default is continuing) to inspect it and given all proper facilities needed for that purpose but always provided that the Agent and/or such surveyors or other persons appointed by the Agent shall sign a waiver and/or hold harmless letter in such form provided by the Owner's insurers prior to boarding the Ship. Unless an Event of Default is continuing, the Borrower shall only be required to cover the costs of one such inspection per Ship in every calendar year.

**26.10 Discharge of liabilities**

All debts, damages, liabilities and outgoings which have given, or may give, rise to maritime, statutory or possessory liens on, or claims enforceable against, the Ship, its Earnings or Insurances shall be promptly paid and discharged.

**26.11 Release from arrest**

The Ship, its Earnings and Insurances shall be released from any arrest, detention, attachment or levy, and any legal process against the Ship shall be discharged as soon as possible and in any event not later than 30 Business Days thereafter (or such longer period as may be approved), by whatever action is required to achieve that release or discharge.

**26.12 Information about Ship**

The Borrower shall give the Agent, within a reasonable time of its request, any additional information which it may reasonably require about the Ship or its employment, position, use or operation, including details of towages and salvages, and copies of all its charter commitments entered into by or on behalf of any Obligor and copies of any applicable operating certificates.

**26.13 Notification of certain events**

The Borrower shall give the Agent prompt notice of:

- (a) any damage to the Ship where the cost of the resulting repairs may exceed the Major Casualty Amount for such Ship;
- (b) any occurrence which may result in the Ship becoming a Total Loss;

- (c) any requisition of the Ship for hire;
- (d) any Environmental Incident involving the Ship and any Environmental Claim being made in relation to such an incident;
- (e) any withdrawal or threat to withdraw any applicable operating certificate which is material for the operation of the Ship and such operating certificate is not reinstated within 15 days;
- (f) if requested by the Agent, a copy of any operating certificate required under any applicable code;
- (g) the receipt of notification that any application for such a certificate which is material for the operation of the Ship has been refused and such operating certificate is not obtained within 15 days;
- (h) any requirement or recommendation made in relation to the Ship by any insurer or the Ship's Classification Society or by any competent authority which is not, or cannot be, complied with in the manner or time required or recommended; and
- (i) any arrest, hijacking or detention of the Ship or any exercise or purported exercise of a lien or other claim on the Ship or its Earnings or Insurances.

**26.14 Payment of outgoings**

All tolls, dues and other outgoings whatsoever in respect of the Ship and its Earnings and Insurances shall be paid promptly. Proper accounting records shall be kept of the Ship and its Earnings.

**26.15 Repairers' liens**

Except with approval, the Ship shall not be put into any other person's possession for work to be done on the Ship if the cost of that work will exceed or is likely to exceed the Major Casualty Amount for such Ship unless:

- (a) that person gives the Security Agent a written undertaking in approved terms not to exercise any lien on the Ship or its Earnings for any of the cost of such work; or
- (b) it is demonstrated to the Agent's reasonable satisfaction that funds will be available to meet the full cost of that work, whether from insurers or otherwise.

**26.16 Lawful use**

The Ship shall not be employed:

- (a) in any way or in any activity which is unlawful under international law or the domestic laws of any relevant country;
- (b) by or for the benefit of a Restricted Party;
- (c) in any trade to or from a Sanctioned Country;
- (d) in any trade which could expose any Ship, Obligor, Finance Party, Manager (provided that such Manager is not a Group Member), the crew or the insurers to enforcement proceedings or any other consequences whatsoever arising from Sanctions;



- (e) in carrying illicit or prohibited goods;
- (f) in a way which may make it liable to be condemned by a prize court or destroyed, seized or confiscated; or
- (g) if there are hostilities in any part of the world (whether war has been declared or not), in carrying contraband goods,

and the persons responsible for the operation of the Ship shall take all necessary and proper precautions to ensure that this does not happen, including participation in industry or other voluntary schemes available to the Ship and in which leading operators of vessels operating under the same flag or engaged in similar trades generally participate at the relevant time.

#### 26.17 War zones

Except with approval by all the Lenders, Eksfin and EIFO the Ship shall not enter or remain in any zone which has been declared a war zone by any government entity or the Ship's war risk insurers. If approval is granted for it to do so, any requirements of the Agent and/or the Ship's insurers necessary to ensure that the Ship remains properly insured in accordance with the Finance Documents (including any requirement for the payment of extra insurance premiums) shall be complied with.

#### 27 Insurance

##### 27.1 Undertaking to comply

Each Obligor who is a Party undertakes that this clause 27 shall be complied with in relation to each Mortgaged Ship and its Insurances throughout the relevant Ship's Mortgage Period. Where a Mortgaged Ship is subject to a Bareboat Charter, all undertakings in this clause 27 given by the relevant Owner will be deemed to also be given by the relevant Bareboat Charterer under such Bareboat Charter.

##### 27.2 Insurance terms

In this clause 27:

**excess risks** means the proportion (if any) of claims for general average, salvage and salvage charges not recoverable under the hull and machinery insurances of a vessel in consequence of the value at which the vessel is assessed for the purpose of such claims exceeding its insured value.

**excess war risk P&I cover** means cover for claims only in excess of amounts recoverable under the usual war risk cover including (but not limited to) hull and machinery, crew and protection and indemnity risks.

**hull cover** means insurance cover against the risks identified in paragraph (a) of clause 27.3 (*Coverage required*), including hull and machinery, hull interest and/or freight interest in such percentages as approved by the Lenders. **minimum hull cover** means:

- (a) in relation to Mortgaged Ship A, an amount equal at the relevant time to one hundred and ten per cent. (110%) of the aggregate of (a) the Loan, (b) the Hedging Exposures of all of the Hedging Providers at that time and (c) the Ancillary Outstandings; and

- (b) in relation to the Collateral Mortgaged Ship, such amount as is at least equal to or greater than the higher of:
  - (i) its market value;
  - (ii) the amount required by the terms of the Collateral Facility Agreement; and
  - (iii) any other amount as required by the Collateral Owner.

**P&I risks** means the usual risks (including maximum liability for oil pollution, excess war risk P&I cover) covered by a protection and indemnity association which is a member of the International Group of protection and indemnity associations (or, if the International Group ceases to exist, any other leading protection and indemnity association or other leading provider of protection and indemnity insurance) (including, without limitation, the proportion (if any) of any collision liability not covered under the terms of the hull cover).

### 27.3 Coverage required

The Ship (including its hull and machinery, hull interest, freight interest, disbursements and/or increased value) shall at all times be insured at the Ship's Owner's cost:

- (a) against fire and usual marine risks (including excess risks) and war risks (including war protection and indemnity risks (including crew and terrorism risks, piracy and confiscation risks)) on an agreed value basis, for the higher of its minimum hull cover and its market value (such calculation to include hull and machinery as well as hull interest and/or freight interest in such percentages as approved by the Lenders);
- (b) against P&I risks for the highest amount then available in the insurance market for vessels of similar age, size and type as the Ship (but, in relation to liability for oil pollution, for an amount of not less than \$1,000,000,000);
- (c) against such other risks and matters excluding loss of hire or Earnings which the Agent (acting on the instructions of all the Lenders) notifies it that it considers reasonable for a prudent shipowner or operator to insure against at the time of that notice; and
- (d) on terms which comply with the other provisions of this clause 27.

### 27.4 Placing of cover

The insurance coverage required by clause 27.3 (*Coverage required*) shall be:

- (a) in the name of the relevant Owner and any Bareboat Charterer and (in the case of the Ship's hull cover) no other person (other than the Security Agent (and any other Finance Party) if required by the Majority Lenders) (unless such other person is approved and, if so required by the Agent (acting on the instructions of the Majority Lenders), has duly executed and delivered a first priority assignment (or, in the case of the Collateral Ship, a second priority assignment) of its interest in the Ship's Insurances to the Security Agent (and any other Finance Party required by the Agent) in an approved form and provided such supporting documents and opinions in relation to that assignment as the Agent requires) provided, however, that where a Charterer (or any other charterer of the Ship that is not a Group Member) is co-assured under any such insurance coverage, they shall not be required to provide any such assignment of insurances but the relevant Owner shall, and shall procure that any relevant Bareboat Charterer shall, use reasonable endeavours to obtain a co-

assured side letter from such Charterer in such form as is reasonably acceptable to the Agent and agreed by Guarantor A before the date of this Agreement;

- (b) in euro or another approved currency;
- (c) arranged through approved brokers or direct with approved insurers or protection and indemnity or war risks associations, with the relevant approved underwriters or insurers having in any event a minimum credit rating of BBB+ or higher by Standard & Poor's Rating Group or Baa1 or higher by Moody's Investors Service (or equivalent ratings from AM Best or Fitch Ratings);
- (d) in full force and effect; and
- (e) on approved terms which (other than in respect of protection and indemnity insurance) shall be those contained in the latest version of the Nordic Marine Insurance Plan of 2013 full conditions (and, to the extent required by the Agent, incorporating the Institute War & Strikes Clauses 1.11.1995) or the Institute Time Clauses Hulls 1983, and with approved insurers or associations.

#### **27.5 Mortgagee's insurance**

The Borrower shall promptly reimburse to the Agent the cost (as conclusively certified by the Agent) of taking out and keeping in force in respect of the Ship and the other Mortgaged Ships on approved terms, or in considering or making claims under:

- (a) a mortgagee's interest insurance and a mortgagee's additional perils (pollution risks) cover for the benefit of the Finance Parties for a total amount of up to 120% of the aggregate of (i) the Loan, (ii) the Hedging Exposure of all the Hedging Providers at that time and (iii) the Ancillary Outstandings at that time; and
- (b) any other insurance cover which the Agent (acting on the instructions of the Majority Lenders) reasonably requires in respect of any Finance Party's interests and potential liabilities (whether as mortgagee of the Ship or beneficiary of the Security Documents).

#### **27.6 Fleet liens, set off and cancellations**

If the Ship's hull cover also insures other vessels, the Security Agent shall either be given an undertaking in approved terms by the brokers or (if such cover is not placed through brokers or the brokers do not, under any applicable laws or insurance terms, have such rights of set off and cancellation) the relevant insurers that the brokers or (if relevant) the insurers will not:

- (a) set off against any claims in respect of the Ship any premiums due in respect of any of such other vessels insured (other than other Mortgaged Ships); or
- (b) cancel that cover because of non-payment of premiums in respect of such other vessels,

or the Borrower shall ensure that hull cover for the Ship and any other Mortgaged Ships is provided under a separate policy from any other vessels.

**27.7 Payment of premiums**

All premiums, calls, contributions or other sums payable in respect of the Insurances shall be paid punctually and the Agent shall be provided with all relevant receipts or other evidence of payment upon request.

**27.8 Details of proposed renewal of Insurances**

At least 14 days before any of the Ship's Insurances are due to expire, the Agent shall be notified of the names of the brokers, insurers and associations proposed to be used for the renewal of such Insurances and the amounts, risks and terms in, against and on which the Insurances are proposed to be renewed.

**27.9 Instructions for renewal**

At least seven days before any of the Ship's Insurances are due to expire, instructions shall be given to brokers, insurers and associations for them to be renewed or replaced on or before their expiry.

**27.10 Confirmation of renewal**

The Ship's Insurances shall be renewed upon their expiry in a manner and on terms which comply with this clause 27 and confirmation of such renewal given by approved brokers or insurers to the Agent at least two Business Days (or such shorter period as may be approved) before such expiry.

**27.11 P&I guarantees**

Any guarantee or undertaking required by any protection and indemnity or war risks association in relation to the Ship shall be provided when required by the association.

**27.12 Insurance documents**

The Agent shall be provided with pro forma copies of all insurance policies and other documentation issued by brokers, insurers and associations in connection with the Ship's Insurances as soon as they are available after they have been placed or renewed (but in any event no later than 15 Business Days after such placement or renewal) and all insurance policies and other documents relating to the Ship's Insurances shall be deposited with any approved brokers or (if not deposited with approved brokers) the Agent or some other approved person.

**27.13 Letters of undertaking**

Unless otherwise approved where the Agent is satisfied that equivalent protection is afforded by the terms of the relevant Insurances and/or any applicable law and/or a letter of undertaking provided by another person, on each placing or renewal of the Insurances, the Agent shall be provided promptly with letters of undertaking in an approved form (having regard to general insurance market practice and law at the time of issue of such letter of undertaking) from the relevant brokers, insurers and associations.

**27.14 Insurance Notices and Loss Payable Clauses**

The interest of the Security Agent or any other Finance Parties as assignees of the Insurances shall be endorsed on all insurance policies and other documents by the incorporation of a Loss Payable Clause and an Insurance Notice in respect of the Ship and its Insurances signed by the

relevant Owner and, unless otherwise approved, each other person assured under the relevant cover (other than the Security Agent or any other Finance Party if it is itself an assured).

**27.15 Insurance correspondence**

If so required by the Agent (acting on the instructions of the Majority Lenders), the Agent shall promptly be provided with copies of all written communications between the assureds and brokers, insurers and associations relating to any of the Ship's Insurances as soon as they are available.

**27.16 Qualifications and exclusions**

All requirements applicable to the Ship's Insurances shall be complied with and the Ship's Insurances shall only be subject to approved exclusions or qualifications.

**27.17 Independent report**

If the Agent (acting on the instructions of the Majority Lenders, KEXIM or any ECA) requests from the Borrower a detailed report from an approved independent firm of marine insurance brokers giving their opinion on the compliance of the Ship's Insurances with the terms of this Agreement then the Agent shall be provided promptly by the Borrower with such a report at no cost to the Agent or (if the Agent obtains such a report itself, which it shall be entitled to do) the Borrower shall reimburse the Agent for the cost of obtaining that report.

**27.18 Collection of claims**

All documents and other information and all assistance required by the Agent to assist it and/or the Security Agent in trying to collect or recover any claims under the Ship's Insurances shall be provided promptly.

**27.19 Employment of Ship**

The Ship shall only be employed or operated in conformity with the terms of the Ship's Insurances (including any express or implied warranties) and not in any other way (unless the insurers have consented and any additional requirements of the insurers have been satisfied).

**27.20 Declarations and returns**

If any of the Ship's Insurances are on terms that require a declaration, certificate or other document to be made or filed before the Ship sails to, or operates within, an area, those terms shall be complied with within the time and in the manner required by those Insurances.

**27.21 Application of recoveries**

All sums paid under the Ship's Insurances to anyone other than the Security Agent shall be applied in repairing the damage and/or in discharging the liability in respect of which they have been paid except to the extent that the repairs have already been paid for and/or the liability already discharged.

**27.22 Settlement of claims**

Any claim under the Ship's Insurances for a Total Loss or Major Casualty shall only be settled, compromised or abandoned with prior approval.

**27.23 Change in insurance requirements**

If the Agent (acting on the instructions of the Majority Lenders) gives notice to the Borrower to change the terms and requirements of this clause 27 (which the Agent may only do, in such manner as it considers appropriate, as a result in changes of circumstances or practice after the date of this Agreement), this clause 27 shall be modified in the manner so notified by the Agent on the date 14 days after such notice from the Agent is received, provided that such requested modifications follow reasonably prevailing market terms at the time that such notice is given to the Borrower by the Agent.

**28 Minimum security value**

**28.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 28 will be complied with throughout any Mortgage Period.

**28.2 Valuation of assets**

For the purpose of the Finance Documents, the value at any time of Mortgaged Ship A or Ship A before its Delivery obtained under clause 4 (*Conditions of Utilisation*) or any other asset over which additional security is provided under this clause 28 will be its value as most recently determined in accordance with this clause 28.

**28.3 Valuation frequency**

Valuation of Mortgaged Ship A and Ship A before its Delivery (and such other asset granted as security in accordance with this clause 28) shall be made:

- (a) at the time required in clause 4.2 (*Conditions precedent on Delivery*) and Schedule 3 (*Conditions precedent*);
- (b) within 30 days of the end of each Financial Year; and
- (c) at any other time and frequency as may be requested by the Majority Lenders, KEXIM and/or any ECA.

**28.4 Expenses of valuation**

The Borrower shall bear, and reimburse to the Agent where incurred by the Agent, all costs and expenses of providing such a valuation except that if no Event of Default is continuing, the cost of valuations obtained pursuant to paragraph (c) of clause 28.3 (*Valuation frequency*) shall be borne by the Borrower not more than once every calendar year.

## **28.5 Valuations procedure**

The value of Mortgaged Ship A and Ship A before its Delivery shall be determined in accordance with, and by valuers approved and appointed in accordance with, this clause 28. Additional security provided under this clause 28 shall be valued in such a way, on such a basis and by such persons (including the Agent itself) as may be approved by the Majority Lenders or as may be agreed in writing by the Borrower and the Agent (on the instructions of the Majority Lenders).

## **28.6 Currency of valuation**

Valuations shall be provided by valuers in euro or, if a valuer is of the view that the relevant type of vessel is generally bought and sold in another currency, in that other currency. If a valuation is provided in another currency, for the purposes of this Agreement it shall be converted into euro at the Agent's spot rate of exchange for the purchase of euro with that other currency as at the date to which the valuation relates.

## **28.7 Basis of valuation**

Each valuation will be addressed to the Agent in its capacity as such (or to Guarantor A or the Borrower provided that such valuation is accompanied by full reliance and disclosure language in favour of the Finance Parties), will not be more than 30 days old (or 60 days old in relation to the valuations provided pursuant to paragraph 8 of Part 2 (*Conditions precedent on Delivery (Ship A)*) of Schedule 3 (*Conditions precedent*)) and will be made:

- (a) without physical inspection (unless required by the Agent);
- (b) on the basis of a sale for prompt delivery for a price payable in full in cash on delivery at arm's length on normal commercial terms between a willing buyer and a willing seller; and
- (c) without taking into account the benefit or detriment of any charter commitment.

## **28.8 Information required for valuation**

The Borrower shall promptly provide to the Agent and any such valuer any information which they reasonably require for the purposes of providing such a valuation.

## **28.9 Approval of valuers**

All valuers must have been approved. The Agent may from time to time notify the Borrower of approval of one or more independent ship brokers as valuers for the purposes of this clause 28. The Agent shall respond promptly to any request by the Borrower for approval of a broker nominated by the Borrower. The Agent may at any time by notice to the Borrower withdraw any previous approval of a valuer for the purposes of future valuations. That valuer may not then be appointed to provide valuations unless it is once more approved. If the Agent has not approved at least three brokers as valuers at a time when a valuation is required under this clause 28, the Agent shall promptly notify the Borrower of the names of at least three valuers which are approved. On the date of this Agreement the approved valuers are Clarksons, Fearnleys and Braemar.

## **28.10 Appointment of valuers**

When a valuation is required for the purposes of this clause 28, the Borrower shall appoint approved valuers to provide such a valuation. If the Borrower fails to appoint valuers, the Agent may appoint approved valuers to provide that valuation.

**28.11 Number of valuers**

- (a) Each valuation must be carried out by two approved valuers of whom one shall be nominated by the Agent and the other by the Borrower. If the Borrower fails promptly to nominate a second valuer then the Agent may nominate the second valuer. Clause 28.12 (*Differences in valuations*) shall apply.
- (b) If two valuers provide valuations and their valuations of Mortgaged Ship A or Ship A before its Delivery vary by more than 10% (by reference to the lower of the two valuations), then the value of Mortgaged Ship A or Ship A before its Delivery (as applicable) shall be determined by reference to those two valuations and a third valuation provided by a third approved valuer nominated by the Agent. Clause 28.12 (*Differences in valuations*) shall apply.

**28.12 Differences in valuations**

- (a) If valuations of a Ship provided by individual valuers differ, the value of the relevant Ship for the purposes of the Finance Documents will be the mean average of those valuations.
- (b) If any approved valuer provides a range of values for a Ship, the value of such Ship for the purposes of the Finance Documents will be the mean average of the values comprising such range.

**28.13 Security shortfall**

- (a) If at any time the Security Value is less than the Minimum Value, the Agent may, and shall, if so directed by the Majority Lenders, by notice to the Borrower require that such deficiency be remedied. The Borrower shall then within 30 Business Days of receipt of such notice ensure that the Security Value equals or exceeds the Minimum Value. For this purpose, the Borrower may:
  - (i) provide additional security over assets reasonably approved by all the Lenders and in accordance with this clause 28 (including in the form of charged and/or pledged euro cash deposits which are hereby approved by all the Lenders and the ECAs); and/or
  - (ii) prepay a part of the Loan under clause 8.4 (*Voluntary prepayment*) and cancel a corresponding amount of the Active Facility under clause 7.3 (*Adjustment of scheduled repayments*).
- (b) Any prepayment made under paragraph (a) above shall be applied in reduction of all Advances pro rata and any corresponding cancellation of the Commitments shall be applied against the Commitments relating to each Advance pro rata.
- (c) Any cancellation of part of the Active Facility pursuant to paragraph (a) above shall reduce the Total Commitments by the same amount.

**28.14 Creation of additional security**

The value of any additional security which the Borrower offers to provide to remedy all or part of a shortfall in the amount of the Security Value will only be taken into account for the purposes of determining the Security Value if and when:



- (a) that additional security, its value and the method of its valuation have been approved by the Majority Lenders, KEXIM and the ECAs;
- (b) a Security Interest over that security has been constituted in favour of the Security Agent or (if appropriate) the Finance Parties in a form and manner approved by all the Lenders and the ECAs;
- (c) this Agreement has been unconditionally amended in such manner as the Agent requires in consequence of that additional security being provided; and
- (d) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to that amendment and additional security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to that amendment and additional security and its execution and (if applicable) registration.

**28.15 Release of additional security**

If at any time the Security Agent or any other Finance Parties hold additional security provided under this clause 28 and the Security Value, disregarding the value of that additional security, exceeds the Minimum Value and the Security Value has been determined by reference to valuations provided no more than 60 days previously, the Borrower may, by notice to the Agent, require the release and discharge of that additional security. The Agent shall then direct the Security Agent to promptly release and discharge that additional security if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Agent, the Borrower shall reimburse to the Agent any costs and expenses payable under clause 18 (*Transaction expenses*) in relation to that release and discharge.

**29 Chartering undertakings**

**29.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 29 will be complied with in relation to each Mortgaged Ship which is subject to a Bareboat Charter and/or a Charter throughout the relevant Ship's Mortgage Period. Where a Mortgaged Ship is subject to a Bareboat Charter, all undertakings in this clause 29 given by the relevant Owner will be deemed to also be given by the relevant Bareboat Charterer under such Bareboat Charter.

**29.2 Variations**

Except with approval and except in connection with the immediate replacement of a Bareboat Charter with another Bareboat Charter entered into in accordance with the terms of clause 25.8 (*Chartering*), no terms of any Bareboat Charter for the Ship shall be varied, amended or modified in any way or manner which would result in a breach of the provisions of clause 25.8 (*Chartering*).

**29.3 Releases and waivers**

Except with approval and except in connection with the immediate replacement of a Bareboat Charter with another Bareboat Charter entered into in accordance with the terms of clause 25.8 (*Chartering*), there shall be no release by the relevant Owner or Bareboat Charterer of any obligation of any other person under a Bareboat Charter (including by way of novation, assignment or transfer), no waiver of any breach of any such obligation and no consent to

anything which would otherwise be such a breach, which would result in a breach of clause 25.8 (*Chartering*).

#### **29.4 Charter performance**

Each relevant Bareboat Charterer and Owner shall perform its obligations under each Bareboat Charter for the Ship to which it is a party and use its best endeavours to ensure that each other party to them performs their obligations under such documents.

#### **29.5 Payment of Charter Earnings**

All Earnings which the relevant Owner is entitled to receive under any Charter Documents or Bareboat Charter for the Ship shall be paid into the Earnings Account of the Owner of the Ship or, following an Event of Default, in the manner required by the Security Documents.

#### **29.6 Minimum Bareboat Charter Hire**

In the event that, due to applicable transfer pricing regulations, the Minimum Bareboat Charter Hire in respect of a Bareboat Charter of a Ship is insufficient to satisfy paragraphs (a), (b) and (c) in the definition of Minimum Bareboat Charter Hire, Guarantor A shall be required, on or before each date for the payment of hire under such Bareboat Charter, to pay by way of capital injection or similar payment an additional amount to the relevant Owner so that the total amount received by such Owner is no less than the amount they would have received had the relevant transfer pricing regulations not applied.

#### **29.7 Quiet enjoyment**

Upon the relevant Owner or, as applicable, Bareboat Charterer, delivering any Quiet Enjoyment Agreement for a Mortgaged Ship to the Security Agent duly executed by the other parties to it, the Finance Parties agree that the Security Agent will as soon as reasonably practicable thereafter duly execute and enter into such Quiet Enjoyment Agreement and return it to the relevant Owner or, as applicable, Bareboat Charterer.

### **30 Bank accounts**

#### **30.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 30 will be complied from the date of the Utilisation Request and throughout the Facility Period thereafter.

#### **30.2 Earnings Account**

- (a) Each Owner shall be the holder of one or more Accounts with an Account Bank renominated in euro which is designated as an “Earnings Account” for the purposes of the Finance Documents.
- (b) Each Owner’s Earnings of the Mortgaged Ships (including Earnings payable to an Owner under a Bareboat Charter of a Ship) and all moneys payable to the relevant Owner under each Ship’s Insurances and any net amount payable to the Borrower under any Hedging Contract shall be paid by the persons from whom they are due to the relevant Owner’s Earnings Account, unless required to be paid to the Security Agent under the Finance Documents.

- (c) The relevant Account Holder(s) may withdraw amounts standing to the credit of an Earnings Account for any purpose which is not prohibited under this Agreement (and, in the case of an Earnings Account of the Collateral Owner, under the Collateral Facility Agreement), except if an Event of Default is continuing.

### 30.3 Debt Service Reserve Account

- (a) The Borrower shall be the holder of an Account with the Account Bank denominated in euro which is designated as a “Debt Service Reserve Account” for the purposes of the Finance Documents.
- (b) Subject to paragraphs (d) and (e) below, with effect on or from the Utilisation Date, and at all times thereafter, there shall be maintained in the Debt Service Reserve Account, such amount as will ensure that, on any date, the amount standing to the credit of the Debt Service Reserve Account is at least equal to the amount of principal and interest which falls due for payment by the Borrower in respect of the Loan for a period of 3 Months commencing on such date.
- (c) The Borrower shall not withdraw amounts standing to the credit of the Debt Service Reserve Account.
- (d) If as at any Testing Date the Gross Contracted Revenues of Ship A fall below USD30,000,000 as notified to the Agent by an Employment Compliance Certificate under clause 22.5 (*Employment cover*), the Borrower shall, within five (5) Business Days of the date on which the relevant Employment Compliance Certificate was sent to the Agent, fund the Debt Service Reserve Account with such additional amount (an **Additional Amount**) such that the amount previously standing to the credit of the Debt Service Reserve Account together with such Additional Amount is at least equal to the amount of principal and interest which falls due for payment by the Borrower in respect of the Loan for a period of 6 Months commencing on such Testing Date.
- (e) If as at any Testing Date following a payment of any Additional Amount pursuant to paragraph (d) above, the Gross Contracted Revenues of Ship A as notified to the Agent by an Employment Compliance Certificate under clause 22.5 (*Employment cover*) subsequently reach or exceed USD 30,000,000, the Borrower shall be entitled to withdraw from the Debt Service Reserve Account any Additional Amount previously paid therein under this clause 30.3.

### 30.4 Other provisions

- (a) An Account may only be designated for the purposes described in this clause 30 if:
  - (i) such designation is made in writing by the Agent and acknowledged by the Borrower and specifies the name and address of the Account Bank and the Account Holder(s) and the number and any designation or other reference attributed to the Account;
  - (ii) an Account Security or Collateral Account Security, as applicable, has been duly executed and delivered by the relevant Account Holder(s) in favour of the Security Agent (and any other Finance Party required by the Agent);
  - (iii) any notice required by the Account Security or Collateral Account Security to be given to an Account Bank has been given to, and acknowledged by, the Account Bank in the form required by the relevant Account Security or Collateral Account Security, as applicable; and

- (iv) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to the Account and the Account Security or Collateral Account Security, as applicable, including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to the Account and the relevant Account Security or Collateral Account Security.
- (b) The rates of payment of interest and other terms regulating any Account will be a matter of separate agreement between the relevant Account Holder(s) and an Account Bank.
- (c) The relevant Account Holder(s) shall not close any Account or alter the terms of any Account from those in force at the time it is designated for the purposes of this clause 30 or waive any of its rights in relation to an Account except with approval of all the Lenders.
- (d) The relevant Account Holder(s) shall deposit with the Security Agent all certificates of deposit, receipts or other instruments or securities relating to any Account, notify the Security Agent of any claim or notice relating to an Account from any other party and provide the Security Agent with any other information it may request concerning any Account.
- (e) Each of the Agent and the Security Agent agrees that if it is an Account Bank in respect of an Account then there will be no restrictions on creating a Security Interest over that Account as contemplated by this Agreement and it shall not (except with the approval of the Majority Lenders) exercise any right of combination, consolidation or set-off which it may have in respect of that Account in a manner adverse to the rights of the other Finance Parties.

### **31 Business restrictions**

#### **31.1 Undertaking to comply**

Except as otherwise approved by the Majority Lenders, each Obligor who is a Party undertakes that this clause 31 will be complied with throughout the Facility Period by and in respect of each person to which each relevant provision of this clause is expressed to apply.

#### **31.2 General negative pledge**

- (a) In this clause 31.2, **Quasi-Security** means an arrangement or transaction described in paragraph (c) below.
- (b) No Owner shall create or permit to subsist any Security Interest over any of its assets.
- (c) (Without prejudice to any other provision of this clause 31), no Owner shall:
  - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to, or re-acquired by, an Obligor or any other Group Member other than pursuant to disposals permitted under clause 31.11 (*Disposals*);
  - (ii) sell, transfer, factor or otherwise dispose of any of its receivables on recourse terms;
  - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
  - (iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

- (d) Paragraphs (b) and (c) above do not apply to any Security Interest or (as the case may be) Quasi-Security, listed below:
- (i) those granted or expressed to be granted by any of the Security Documents or the Ship A Collateral Security;
  - (ii) those granted or expressed to be granted by any of the Collateral Security Documents;
  - (iii) in relation to a Mortgaged Ship, Permitted Maritime Liens;
  - (iv) any lien (other than maritime liens) arising by operation of law and in the ordinary course of business and not as a result of any default or omission by the Owners;
  - (v) any payment or close out netting or set-off arrangement or any security arrangement pursuant to any Hedging Contracts (as defined in each of this Agreement and the Collateral Facility Agreement) or foreign exchange transaction entered into by the Owners;
  - (vi) rights of netting or set-off over credit balances on bank accounts but only to the extent related to bank fees on the relevant bank accounts; or
  - (vii) in relation to Taxes not overdue, or, in the case of income and property taxes and assessments, which are being contested in good faith with due diligence and where the relevant Owner or the Group as a whole has adequate cash reserves in excess of such contested sums.

### **31.3 Financial Indebtedness**

No Owner shall incur or permit to exist, any Financial Indebtedness owed by it to anyone else except:

- (a) Financial Indebtedness incurred under the Finance Documents and Hedging Contracts for Hedging Transactions entered into pursuant to clause 32.2 (*Hedging*);
- (b) Indebtedness owing to its trade creditors in the normal course of its business;
- (c) Financial Indebtedness owed to another Group Member on an unsecured and subordinated basis subject to a Subordination Deed or a Collateral Subordination Deed (each as defined in each of this Agreement and the Collateral Facility Agreement), as applicable, previously entered into in respect of the same and then only provided that no Event of Default has occurred and is continuing at the time it is incurred and in any event on terms otherwise approved by the Majority Lenders, KEXIM and the ECAs;
- (d) Financial Indebtedness permitted under clause 31.4 (*Guarantees*);
- (e) Financial Indebtedness permitted under clause 31.5 (*Loans and credit*); and
- (f) Financial Indebtedness incurred under or in relation to the Collateral Facility Agreement or under the Collateral Finance Documents,

provided that any cash pooling arrangements on a Group wide basis for cash management purposes of the Group shall not constitute Financial Indebtedness for the purposes of clause 31.3.

### 31.4 Guarantees

No Owner shall give or permit to exist, any guarantee by it in respect of indebtedness of any person or allow any of its indebtedness to be guaranteed by anyone else except:

- (a) guarantees of obligations of another Group Member that are not Financial Indebtedness or obligations prohibited by any Finance Document;
- (b) guarantees in favour of its own trade creditors for indebtedness owing to its trade creditors and given in the ordinary course of its business;
- (c) guarantees which are Financial Indebtedness permitted under clause 31.3 (*Financial Indebtedness*);
- (d) guarantees or indemnities from time to time required by any protection and indemnity or war risks association with which a Ship is entered; and
- (e) any performance or similar guarantee issued by an Owner or any counter guarantee issued by an Owner in respect of any guarantee issued by any other person, in each case in relation to a Ship required in the ordinary course of business and operation of that Ship in support of a Charter or any other charter commitment for such Ship, up to an aggregate amount of 10% of the Contract Price, in the case of Ship A, or of the Contract Price (as defined in the Collateral Facility Agreement), in the case of the Collateral Ship (each in euro equivalent terms) for that Ship for all such guarantees under this paragraph (e).

### 31.5 Loans and credit

No Obligor shall be a creditor in respect of Financial Indebtedness other than in respect of:

- (a) loans or credit to another Group Member permitted under clause 31.3 (*Financial Indebtedness*) or clause 31.4 (*Guarantees*) or loans or credit to any Group Member that is not an Obligor;
- (b) Financial Indebtedness owing to it by another Obligor on an unsecured and, in the case of Financial Indebtedness owing to it by an Owner, subordinated basis subject to a Subordination Deed or a Collateral Subordination Deed (each as defined in each of this Agreement and in the Collateral Facility Agreement), as applicable, previously entered into in respect of the same and then only provided that no Event of Default has occurred and is continuing at the time it is incurred and in any event on terms otherwise approved by the Majority Lenders;
- (c) trade credit granted by it to its customers on normal commercial terms in the ordinary course of its trading activities; and
- (d) loans to other Group Members arising under any cash pooling arrangements on a Group wide basis for cash management purposes of the Group.

### 31.6 Bank accounts, operating leases and other financial transactions

No Owner shall:

- (a) maintain any current or deposit account with a bank or financial institution except for the Accounts (other than, until the date falling three months from the date of this Agreement, any existing accounts to be closed pursuant to paragraph 1 of Part 5 (*Conditions subsequent*)) of

Schedule 3 (*Conditions precedent*)) and the deposit of money, operation of current accounts and the conduct of electronic banking operations with the Account Bank and through the Accounts; or

- (b) hold cash in any account (other than with the Account Bank and other than the Accounts) over or in respect of which any set-off, combination of accounts, netting or Security Interest exists except as permitted by clause 31.2 (*General negative pledge*).

**31.7 Subsidiaries**

No Owner shall establish or acquire a company or other entity which would be or become a Group Member or reactivate any dormant Group Member.

**31.8 Acquisitions and investments**

No Owner shall acquire any person, business, assets or liabilities or make any investment in any person or business or undertaking or enter into any joint-venture arrangement except:

- (a) any acquisition pursuant to a disposal permitted under clause 31.11 (*Disposals*);
- (b) acquisitions of assets in the ordinary course of business (not being new businesses or vessels);
- (c) the incurrance of liabilities in the ordinary course of its business; or
- (d) any loan or credit not otherwise prohibited under this Agreement.

**31.9 Reduction of capital**

No Owner shall redeem or purchase or otherwise reduce any of its equity or any other share capital or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner.

**31.10 Increase in capital**

No Owner shall issue shares and/or voting shares or other equity interests to anyone who is not:

- (a) Guarantor A; or
- (b) a wholly-owned Subsidiary of Guarantor A; or
- (c) in the case of the shares and/or voting shares in the Borrower, the Investment Entity as a result of or pursuant to the Potential Investment; or
- (d) in the case of the shares and/or voting shares in the Borrower, an Approved Investor as a result of or pursuant to an Onwards Investment,

in each case subject to the same not constituting a Change of Control and provided always that any such issuance of shares and/or voting shares or other equity interests will not change the proportion of the shares or other equity interests held by each relevant party as permitted under the terms of this Agreement (except that, if following the occurrence of the Potential Investment the Investment Entity holds less than 49.99% of the shares and/or voting shares in the Borrower, the Borrower shall be permitted to issue additional shares and/or voting shares to the Investment

Entity up to a maximum of 49.99% of its shares and/or voting shares, subject always to clause 8.2 (*Change of control*)).

### **31.11 Disposals**

No Owner shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to sell, lease, transfer or otherwise dispose of any asset except for any of the following disposals (so long as they are not prohibited by any other provision of the Finance Documents):

- (a) disposals of assets made in (and on terms reflecting) the ordinary course of trading of the disposing entity;
- (b) disposals of obsolete assets, or assets which are no longer required for the purpose of the business of the relevant Owner, in each case for cash on normal commercial terms and on an arm's length basis;
- (c) disposals permitted by clause 25.3 (*Sale or other disposal of Ship*), clause 31.2 (*General negative pledge*) or clause 31.3 (*Financial Indebtedness*);
- (d) dealings with its own trade creditors with respect to book debts in the ordinary course of trading; and
- (e) the application of cash or cash equivalents in the acquisition of assets or services in the ordinary course of its business.

### **31.12 Contracts and arrangements with Affiliates**

No Obligor shall be party to any arrangement or contract with any of its Affiliates unless such arrangement or contract is on an arm's length basis.

### **31.13 Distributions and other payments by Group**

Guarantor A shall not:

- (a) declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital) or any warrants for the time being in issue;
- (b) repay or distribute any dividend or share premium reserve; or
- (c) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so,

except (1) if no Event of Default is continuing at the time of the declaration, payment or making of any such dividend, distribution or other payment, nor would result from doing so and, (2) if:

- (i) it constitutes (A) a Permitted Distribution or (B) distributions granted to employees or officers of Guarantor A in respect of any share incentive plan or as salaries, bonus payments or any other payments relating to their employment with the Group; and
- (ii) the ratio of (A) Net Interest Bearing Debt to (B) EBITDA in respect of a Measurement Period that is a Financial Year, as certified in the then latest Compliance Certificate



delivered to the Agent pursuant to the provisions of this Agreement, was lower than 2.75:1.00.

**31.14 Employee headcount**

Guarantor A shall procure that there shall be no Headcount Decrease without the consent of EIFO.

**32 Hedging Contracts**

**32.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 32 will be complied with throughout the Facility Period.

**32.2 Hedging**

- (a) If, at any time during the Facility Period, the Borrower wishes to enter into any Treasury Transaction so as to hedge all or any part of their exposure under this Agreement to interest rate and/or currency exchange rate fluctuations, they shall notify the Agent in writing.
- (b) Any such Treasury Transaction shall be concluded by the Borrower only, with one or more of the Hedging Providers on the terms of a Hedging Master Agreement but (except with the approval of the Majority Lenders) no such Treasury Transaction shall be concluded unless:
  - (i)
    - (A) each of the Hedging Master Agreements has been executed by the Borrower and each Hedging Provider;
    - (B) the Borrower has executed the Hedging Contract Security; and
    - (C) any notice required to be given to each Hedging Provider under the Hedging Contract Security has been given to it and acknowledged by it in the manner required by the Hedging Contract Security and all documents and evidence of the type required under Schedule 3 (*Conditions precedent*) in respect of the documents relevant to this paragraph (i) have been delivered to the Agent in form and substance satisfactory to the Agent;
  - (ii) its purpose is to hedge the Borrower's interest rate risk and/or currency exchange rate risk in relation to an Advance for a period expiring no later than the relevant Final Repayment Date; and
  - (iii) its notional principal amount, when aggregated with the notional principal amount of any other continuing Hedging Contracts for that Advance, does not and will not exceed that Advance as then scheduled to be repaid pursuant to clause 7.2 (*Scheduled repayment of Facility*).
- (c) The Hedging Providers shall have the right of first refusal to enter into Treasury Transactions under a Hedging Master Agreement which any Group Member (other than the Borrower) is considering to enter into such Treasury Transactions for the purpose of hedging on competitive terms the Borrower's and the Group's exposure to interest rate and/or currency exchange rate fluctuations under this Agreement.

- (d) Other than Hedging Transactions which meet the requirements of paragraphs (a) to (b) above, the Borrower shall not enter into Treasury Transactions, except with approval.
- (e) The Borrower shall, promptly upon entry into of any Confirmation under a Hedging Contract, deliver to the Agent an original or certified copy of such Confirmation.

**32.3 Unwinding of Hedging Contracts**

If at any time, and whether as a result of any prepayment (in whole or in part) of an Advance or any cancellation (in whole or in part) of any Commitment or otherwise, the aggregate notional principal amount under all Hedging Transactions entered into by the Borrower exceeds or will exceed the amount of the Advances outstanding at that time after such prepayment or cancellation, then (unless otherwise approved by the Majority Lenders) the Borrower shall immediately close out and terminate sufficient Hedging Transactions (pro rata across the relevant Hedging Master Agreements entered into between the Borrower and each Hedging Provider) as are necessary to ensure that the aggregate notional principal amount under the remaining continuing Hedging Transactions equals, and will in the future be equal to, the amount of the Advances at that time and as scheduled to be repaid from time to time thereafter pursuant to clause 7.2 (*Scheduled repayment of Facility*).

**32.4 Assignment of Hedging Contracts by Borrower**

Except as approved by all the Lenders or by the Hedging Contract Security, the Borrower shall not assign or otherwise dispose of its rights under any Hedging Contract.

**32.5 Information concerning Hedging Contracts**

The Borrower shall provide the Agent with any information it may request concerning any Hedging Contract, including all reasonable information, accounts and records that may be necessary or of assistance to enable the Agent to verify the amounts of all payments and any other amounts payable under the Hedging Contracts.

**33 Events of Default**

Each of the events or circumstances set out in this clause 33 (except clause 33.20 (*Acceleration*)) is an Event of Default.

**33.1 Non-payment**

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document or an ECA Policy at the place at and in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused by administrative or technical error or by a Disruption Event; and
- (b) payment is made in full:
  - (i) in the case of payments under an ECA Policy, within 3 Business Days of its due date (or, such shorter period required by the relevant ECA Policy); or
  - (ii) in all other cases, within 5 Business Days of its due date.

### 33.2 Hedging Contracts

An Event of Default or Potential Event of Default in respect of the Borrower (in each case as defined in any Hedging Master Agreement) has occurred and is continuing under any Hedging Contract.

### 33.3 Financial covenants; ECA Cover; Sanctions

- (a) The Obligors do not comply with clause 22 (*Financial covenants*) or clause 28.13 (*Security shortfall*).
- (b) The Obligors do not comply with clause 23.14 (*ECA requirements*) or clause 4.4 (*Conditions subsequent*).
- (c) The Obligors do not comply with clause 23.13 (*Sanctions*) or any of paragraphs (b), (c) or (d) of clause 26.16 (*Lawful use*).
- (d) For the avoidance of doubt, there shall be no Event of Default under this clause 33.3 as a result of the Gross Contracted Revenues being below USD 30,000,000 provided that the Borrower complies with paragraphs (d) and (e) of clause 30.3 (*Debt Service Reserve Account*).

### 33.4 Insurance

- (a) The Insurances of a Mortgaged Ship are not placed and kept in force in the manner required by clause 27 (*Insurance*).
- (b) Any insurer either:
  - (i) cancels any such Insurances; or
  - (ii) disclaims liability under them or asserts that its liability under them is or should be reduced by reason of any mis-statement or failure or default by any person,

unless such Insurances have been replaced (on terms compliant with the requirements of clause 27 (*Insurance*)) by the Borrower or Guarantor A with effect from the date of occurrence of the relevant circumstances under paragraphs (i) or (ii) above as applicable.

### 33.5 Other obligations

- (a) An Obligor or Manager does not comply with any provision of the Finance Documents (other than those referred to in clause 33.1 (*Non-payment*), clause 33.2 (*Hedging Contracts*), clause 33.3 (*Financial covenants; ECA Cover; Sanctions*), clause 33.4 (*Insurance*) or any other provision of this clause 33).
- (b) No Event of Default under paragraph (a) above will occur if the Agent considers that the failure to comply is capable of remedy and the failure is remedied within fifteen (15) Business Days of the earlier of (A) the Agent giving notice to the Borrower and (B) the Borrower or any other Obligor or Manager becoming aware of the failure to comply.
- (c) No Event of Default will occur under this clause 33.5 by reason only of an Obligor's failure to comply with a Green Loan Provision.

### 33.6 Misrepresentation

- (a) Any representation or statement made or deemed to be made by an Obligor or Manager in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document or any ECA Policy is or proves to have been incorrect or misleading in any material respect when made or deemed to be made, unless (in the case of any misrepresentation other than one under clauses 20.23 (*Security and Financial Indebtedness*) or 20.34 (*Sanctions*)) the circumstances giving rise to the misrepresentation are capable of remedy and are remedied within 5 Business Days of the Agent giving notice to the Obligors to do so.
- (b) Any representation or statement made or deemed to be made by an Obligor under clause 20.23 (*Security and Financial Indebtedness*) is or proves to have been incorrect or misleading in any material respect when made or when deemed to be made, unless the Agent considers that the circumstances giving rise to the misrepresentation are capable of remedy and are so remedied within fifteen (15) Business Days of the earlier of (A) the Agent giving notice to the Borrower and (B) the Borrower or any other Obligor becoming aware of the misrepresentation.
- (c) No Event of Default will occur under this Clause 33.6 to the extent that the representation or statement is included in any Green Loan Provisions and concerns, or the document consists of, Green Loan Information.

### 33.7 Cross default

- (a) Any Financial Indebtedness of any Obligor is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor of any Obligor as a result of an event of default (however described).
- (d) The counterparty to a Treasury Transaction entered into by any Obligor becomes entitled to terminate that Treasury Transaction early by reason of an event of default (however described).
- (e) Any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of that Obligor due and payable prior to its specified maturity as a result of an event of default (however described).
- (f) No Event of Default will occur under paragraphs (a) to (e) above if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (e) above is less than €10,000,000 (or its equivalent in any other currency or currencies).

### 33.8 Insolvency

- (a) An Obligor:
  - (i) is unable or admits inability to pay its debts as they fall due;
  - (ii) is deemed to, or is declared to, be unable to pay its debts under applicable law;

- (iii) suspends or threatens to suspend making payments on any of its debts; or
  - (iv) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.
- (b) The value of the assets of any Obligor is less than its liabilities (taking into account contingent and prospective liabilities).
- (c) A moratorium is declared in respect of any indebtedness of any Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

### **33.9 Insolvency proceedings**

- (a) Any corporate action, legal proceedings or other procedure or step is taken in relation to:
- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor;
  - (ii) a composition, compromise, assignment or arrangement with any creditor of any Obligor;
  - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Obligor or any of its assets (including the directors of any Obligor requesting a person to appoint any such officer in relation to it or any of its assets); or
  - (v) enforcement of any Security Interest over any assets of any Obligor,
- or any analogous procedure or step is taken in any jurisdiction.
- (b) Paragraph (a) above shall not apply to any winding-up petition (or analogous procedure or step) which is frivolous or vexatious and is discharged, stayed or dismissed within thirty (30) days of commencement or, if earlier, the date on which it is advertised.

### **33.10 Creditors' process**

- (a) Any expropriation, attachment, sequestration, distress, execution or any other analogous process or enforcement action (including enforcement by a landlord) affects any asset or assets of any Obligor for an amount in excess of €10,000,000 (or its equivalent in any other currency or currencies) and is not discharged within thirty (30) days.
- (b) Any judgment or order for an amount in excess of €10,000,000 (or its equivalent in any other currency or currencies) is made against any Obligor and is not stayed or complied with within thirty (30) days.

### **33.11 Unlawfulness and invalidity**

- (a) It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Transaction Security ceases to be effective.

- (b) Any obligation or obligations of any Obligor under any Finance Documents are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.
- (c) Any Finance Document or any Transaction Security ceases to be in full force and effect or ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than a Finance Party) to be ineffective for any reason.
- (d) Any Security Document does not create legal, valid, binding and enforceable security over the assets charged under that Security Document or the ranking or priority of such security is adversely affected.

**33.12 Cessation of business**

Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business except in the case of the Borrower as a result of the sale or Total Loss of its Ship and provided that the terms of clause 8.8 (*Sale or Total Loss*) and if applicable clause 8.11 (*Release*) have been complied with.

**33.13 Expropriation**

The authority or ability of any Obligor to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets.

**33.14 Repudiation and rescission of Finance Documents**

An Obligor rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or any of the Transaction Security or evidences an intention to rescind or repudiate a Finance Document or any Transaction Security.

**33.15 Litigation**

Either:

- (a) any litigation, alternative dispute resolution, arbitration or administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened; or
- (b) any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body is made,

in relation to any Transaction Document or the transactions contemplated in the any Transaction Document or against any Obligor or any of its assets, rights or revenues which is reasonably likely to have a Material Adverse Effect.

**33.16 Material Adverse Effect**

Any event or circumstance (including any Environmental Incident or any change of law) occurs which has, or is reasonably likely to have, a Material Adverse Effect.

### 33.17 Arrest of Ship

Any Mortgaged Ship is arrested, confiscated, seized, taken in execution, impounded, forfeited, detained in exercise or purported exercise of any possessory lien or other claim and the relevant Owner fails to procure the release of such Mortgaged Ship within a period of 30 Business Days thereafter (or such longer period as may be approved) unless within such 30 Business Day Period the Borrower prepays the Loan in full and pays interest thereon together with all other amounts owing to the Finance Parties under the Finance Documents together with such prepayment.

### 33.18 Ship registration

Except with approval by the Majority Lenders, KEXIM and the ECAs, the registration of any Mortgaged Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if such Ship is only provisionally registered on the date of its Mortgage or Collateral Mortgage, as applicable, such Ship is not permanently registered under such laws within 90 days of such date.

### 33.19 Political risk

- (a) Either (1) the Flag State of any Mortgaged Ship or any Relevant Jurisdiction of an Obligor becomes involved in hostilities or civil war or (2) there is a seizure of power in the Flag State or any such Relevant Jurisdiction by unconstitutional means and such event or circumstance, has or is reasonably likely to have, a Material Adverse Effect.
- (b) No Event of Default under paragraph (a) above will occur if:
  - (i) in the opinion of the Agent it is practicable for action to be taken by the Borrower to prevent the relevant event or circumstance having a Material Adverse Effect; and
  - (ii) the Borrower takes such action to the Agent's satisfaction within 14 days of notice from the Agent (specifying the relevant action to be taken) to do so.

### 33.20 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, EIFO, Eksfn and KEXIM:

- (a) by notice to the Borrower:
  - (i) declare that no withdrawals be made from any Account; and/or
  - (ii) cancel the Available Commitments of all the Lenders and/ or each Ancillary Commitment at which time they shall immediately be cancelled, and/or they shall immediately cease to be available for further utilisation; and/or
  - (iii) declare that all or part of the Advances, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or
  - (iv) declare that all or part of the Advances be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or

- (v) declare all or any part of the amounts (or cash cover in relation to those amounts) outstanding under the Ancillary Facilities to be immediately due and payable, at which time they shall become immediately due and payable; and/or
- (vi) declare that all or any part of the amounts (or cash cover in relation to those amounts) outstanding under the Ancillary Facilities be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or
- (b) exercise or direct the Security Agent and/or any other beneficiary of the Security Documents to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

#### **34 Position of Hedging Providers**

##### **34.1 Rights of Hedging Providers**

- (a) Each Hedging Provider is a Finance Party and, as such, will be entitled to share in the Transaction Security in respect of any liabilities of the Borrower under the Hedging Contracts with such Hedging Provider in the manner and to the extent contemplated by the Finance Documents.
- (b) The Original Hedging Providers shall have the right of first refusal on any future Hedging Contracts in relation to the Ships or the Facility.

##### **34.2 Voting rights**

No Hedging Provider shall be entitled to vote on any matter where a decision of the Lenders alone is required under this Agreement, whether before or after the termination or close out of the Hedging Contracts with such Hedging Provider, provided that each Hedging Provider shall be entitled to vote on any matter where a decision of all the Finance Parties is expressly required.

##### **34.3 Acceleration and enforcement of security**

Neither the Agent nor the Security Agent or any other beneficiary of the Security Documents shall be obliged, in connection with any action taken or proposed to be taken under or pursuant to clause 33 (*Events of Default*) or pursuant to the other Finance Documents, to have any regard to the requirements or interests of any Hedging Provider except to the extent that the relevant Hedging Provider is also a Lender.

##### **34.4 Close out of Hedging Contracts**

- (a) The Parties agree that at any time on and after any Event of Default the Agent (acting on the instructions of the Majority Lenders) shall be entitled, by notice in writing to a Hedging Provider, to instruct such Hedging Provider to terminate and close out any Hedging Transactions (or part thereof) with the relevant Hedging Provider. The relevant Hedging Provider will (and shall be entitled to) terminate and close out the relevant Hedging Transactions (or parts thereof) and/or the relevant Hedging Contracts in accordance with such notice immediately upon receipt of such notice.
- (b) No Hedging Provider shall be entitled to terminate or close out any Hedging Contract or any Hedging Transaction under it prior to its stated maturity except:
  - (i) in accordance with a notice served by the Agent under paragraph (a) above; or



- (ii) if the Borrower has not paid amounts due under the Hedging Contract and such amounts remain unpaid for a period of 5 Business Days after the due date for payment and the Agent (acting on the instructions of the Majority Lenders) consents to such termination or close out; or
  - (iii) to comply with clause 32.3 (*Unwinding of Hedging Contracts*); or
  - (iv) if the Hedging Provider ceases to be a Lender; or
  - (v) any of the events set out in clause 33.8 (*Insolvency*) or clause 33.9 (*Insolvency process*) occurs in relation to the Borrower; or
  - (vi) if the Agent takes any action under clause 33.20 (*Acceleration*); or
  - (vii) if Delivery has not occurred on or before the Backstop Date; or
  - (viii) if the Available Commitments of all the Lenders have been cancelled (or otherwise cease to be available), the Advances, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents (other than amounts outstanding under the Hedging Contracts) have been repaid by the Borrower in full (including by way of refinancing) and the Facility has ceased to be available for further utilisation.
- (c) If there is a net amount payable to the Borrower under a Hedging Transaction or a Hedging Contract upon its termination and close out, the relevant Hedging Provider shall forthwith pay that net amount (together with interest earned on such amount) to the Agent for application in accordance with clause 40.1 (*Order of application*).
- (d) No Hedging Provider (in any capacity) shall set-off any such net amount against or exercise any right of combination in respect of any other claim it has against the Borrower.

## Section 9 - Changes to Parties

### 35 Changes to the Lenders

#### 35.1 Assignments by the Lenders

Subject to this clause 35, a Lender (the **Existing Lender**) may assign any of its rights under any Finance Document to any of the following persons (the **New Lender**):

- (a) to another bank or financial institution or any ECA; and
- (b) following the occurrence of an Event of Default under clause 33.1 (*Non-Payment*), paragraph (c) of clause 33.3 (*Financial covenants; ECA Cover; Sanctions*), clause 33.8 (*Insolvency*) or clause 33.9 (*Insolvency proceedings*) that is continuing, also to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets, or to any insurance or reinsurance company, or to any ECA or to any other person.

#### 35.2 Borrower consultation; ECA approval; Hedging Providers

- (a) An Existing Lender must consult with the Borrower and the ECAs for no more than 10 days (and for the avoidance of doubt there shall be no obligation to obtain the Borrower's consent) before it may make an assignment under clause 35.1 (*Assignments by the Lenders*) unless (with respect to consultation with the Borrower only) the assignment is:
  - (i) to another Lender or to an ECA or to an Affiliate of any Lender or an ECA;
  - (ii) to a fund which is a Related Fund of that Existing Lender; or
  - (iii) made at a time when an Event of Default is continuing.
- (b) The consent of the relevant ECA is required for an assignment by an ECA Guaranteed Lender of its Eksfin Guaranteed Commitment or (as applicable) its EIFO Guaranteed Commitment and/or its participation in the Eksfin Guaranteed Advance or the EIFO Guaranteed Advance (as applicable).
- (c) An Existing Lender who is also a Hedging Provider may not assign all of its Commitment and participation in the Facility unless at the same time it uses reasonable endeavours to procure that such Hedging Provider also assigns and transfers all of its rights and obligations under all Hedging Contracts and all Hedging Master Agreements to which it is a party to another Hedging Provider who is also a Lender (or will be the proposed New Lender in connection with the proposed assignment of the Commitment and/or participation of such Existing Lender).
- (d) The Borrower shall procure that the provisions of paragraph (c) are complied with in the event that the relevant Existing Lender is a Lender being replaced pursuant to the provisions of clause 8.7 (*Replacement of Lender*).

#### 35.3 Other conditions of assignment

- (a) An assignment will only be effective:
  - (i) on receipt by the Agent of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same

obligations to the Borrower and the other Finance Parties as it would have been under if it had been an Original Lender;

- (ii) on the Existing Lender and the New Lender entering into any documentation required for the New Lender to accede as a party to any Security Document to which the Existing Lender is a party in its capacity as a Lender and/or (if it will no longer have an Available Commitment or participation in the Facility) to remove the Existing Lender as a party to and/or beneficiary of any such Security Document and, in relation to such Security Documents, completing any filing, registration or notice requirements;
  - (iii) on the performance by the Agent of all necessary “know your customer” or similar checks under all applicable laws and regulations relating to any person that it is required to carry out in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender;
  - (iv) if that Existing Lender assigns equal fractions of its Commitment and participation in each Advance and each Utilisation (if any) under the Facility; and
  - (v) if the total amount of participation and Commitment of the Existing Lender being assigned is not less than €1,000,000.
- (b) Each New Lender, by executing the relevant Transfer Certificate, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with the Finance Documents on or prior to the date on which the assignment becomes effective in accordance with the Finance Documents and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

#### **35.4 Processing fee**

The New Lender (save for any ECA in respect of an assignment to it) shall, on the date upon which an assignment takes effect, pay to the Agent (for its own account) a fee of €5,000.

#### **35.5 Processing expenses**

The New Lender shall, in addition to any fee payable under clause 35.4 (*Processing fee*), promptly on demand, pay the Agent the amount of:

- (a) all costs and expenses (including legal fees) reasonably incurred by the Agent or the Security Agent in connection with any such assignment; and
- (b) any cost, loss or liability the Agent or the Security Agent incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any such assignment.

#### **35.6 Transfer costs and expenses relating to security**

The New Lender shall, promptly on demand, pay the Agent and the Security Agent the amount of:

- (a) all costs and expenses (including legal fees) reasonably incurred by the Agent or the Security Agent to facilitate the accession by the New Lender to, or assignment or transfer to the New Lender of, any Security Document granted in favour of (among others) the Lenders and/or

the benefit of any such Security Document and any appropriate registration of any such accession or assignment or transfer; and

- (b) any cost, loss or liability the Agent or the Security Agent incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any such accession, assignment or transfer.

**35.7 Limitation of responsibility of Existing Lenders**

- (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:
  - (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents, the Transaction Security or any other documents;
  - (ii) the financial condition of any Obligor;
  - (iii) the application of any Basel Regulation to the transactions contemplated by the Finance Documents;
  - (iv) the performance and observance by any Obligor or any other person of its obligations under the Finance Documents or any other documents; or
  - (v) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document, and any representations or warranties implied by law are excluded.
- (b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:
  - (i) has made (and shall continue to make) its own independent investigation and assessment of:
    - (A) the financial condition and affairs of the Obligors and their related entities in connection with its participation in this Agreement; and
    - (B) the application of any Basel Regulation to the transactions contemplated by the Finance Documents;
  - (ii) will continue to make its own independent appraisal of the application of any Basel Regulation to the transactions contemplated by the Finance Documents;
  - (iii) has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Transaction Document or the Transaction Security; and
  - (iv) will continue to make its own independent appraisal of the creditworthiness of each Obligor, each ECA and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.
- (c) Nothing in any Finance Document obliges an Existing Lender to:
  - (i) accept a re-assignment from a New Lender of any of the rights assigned under this clause 35; or

- (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under any Transaction Document or by reason of the application of any Basel Regulation to the transactions contemplated by the Transaction Documents or otherwise.

### 35.8 Procedure available for assignment

- (a) Subject to the conditions set out in clause 35.2 (*Borrower consultation; ECA approval; Hedging Providers*) and clause 35.3 (*Other conditions of assignment*) an assignment may be effected in accordance with paragraph (d) below when (a) the Agent executes an otherwise duly completed Transfer Certificate and (b) the Agent executes any document required under paragraph (a) of clause 35.3 (*Other conditions of assignment*) which it may be necessary for it to execute in each case delivered to it by the Existing Lender and the New Lender duly executed by them and, in the case of any such other document, any other relevant person. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable (and in any event within 5 Business Days) after receipt by it of a Transfer Certificate and any such other document each duly completed, appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate and such other document.
- (b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.
- (c) The Obligors who are Parties and the other Finance Parties irrevocably authorise the Agent to execute any Transfer Certificate on its behalf without any consultation with them.
- (d) Subject to clause 35.12 (*Transfer to an ECA*), on the Transfer Date:
  - (i) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Transfer Certificate;
  - (ii) the Existing Lender will be released by each Obligor and the other Finance Parties from the obligations owed by it (the **Relevant Obligations**) and expressed to be the subject of the release in the Transfer Certificate (but the obligations owed by the Obligors under the Finance Documents shall not be released); and
  - (iii) the New Lender shall become a Party as a “Lender” and will be bound by obligations equivalent to the Relevant Obligations.
- (e) Lenders may utilise procedures other than those set out in this clause 35.8 to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with this clause 35.8 to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in clause 35.2 (*Borrower consultation; ECA approval; Hedging Providers*) and clause 35.3 (*Other conditions of assignment*).

### 35.9 Copy of Transfer Certificate to Borrower

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate and any other document required under paragraph (a) of clause 35.3 (*Other conditions of assignment*), send a copy of that Transfer Certificate and such other documents to the Borrower.

### 35.10 Security over Lenders' rights

- (a) In addition to the other rights provided to Lenders under this clause 35, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create a Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document (provided that the consent of the relevant ECA shall be required for any Security Interest granted in relation to a relevant ECA Guaranteed Lender's rights under an ECA Advance) to secure obligations of that Lender including, without limitation:
- (i) any charge, assignment or other Security Interest to secure obligations to a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank);
  - (ii) any assignment to a special purpose vehicle set up by a Lender or Affiliate of any Lender where a charge, assignment or other Security Interest is to be created over securities issued by such special purpose vehicle in favour of a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank); and
  - (iii) any charge, assignment or other Security Interest granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or other Security Interest shall:

- (A) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or other Security Interest for the Lender as a party to any of the Finance Documents; or
  - (B) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.
- (b) Notwithstanding any provision to the contrary, upon the enforcement of any charge, assignment or other Security Interest referenced under paragraph (a) above, the beneficiary thereof (the **Beneficiary**) shall deliver notice of that enforcement to the Agent, which shall take effect in accordance with its terms, and the Beneficiary shall, upon completion of the conditions referenced in paragraph (a)(iii) of Clause 35.3 (*Other conditions of assignment*) become a party as a New Lender in respect of the rights which are subject to that charge, assignment or Security Interest.

### 35.11 Pro rata interest settlement

- (a) In respect of any assignment pursuant to clause 35.8 (*Procedure for assignment*) the Transfer Date of which, in each case, is not on the last day of an Interest Period:
- (i) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the

Existing Lender up to but excluding the Transfer Date (Accrued Amounts) and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than six months, on the next of the dates which falls at six monthly intervals after the first day of that Interest Period); and

- (ii) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts so that, for the avoidance of doubt:
  - (A) when the Accrued Amounts become payable, those Accrued Amounts will be payable for the account of the Existing Lender; and
  - (B) the amount payable to the New Lender on that date will be the amount which would, but for the application of this clause 35.11, have been payable to it on that date, but after deduction of the Accrued Amounts.

(b) In this clause references to Interest Period shall be construed to include a reference to any other period for accrual of fees.

### **35.12 Transfer to an ECA**

- (a) If a relevant ECA Guaranteed Lender receives a payment from an ECA under a relevant ECA Policy in respect of its participation in an ECA Advance, then, to the extent that it is required to do so by the relevant ECA pursuant to the terms of the relevant ECA Policy, that ECA Guaranteed Lender shall, at the cost of the Borrower and without the Borrower's consent, assign to such ECA (or to a third party nominated by such ECA) a part of its participation in the relevant ECA Advance equal to the amount paid to it by such ECA (but the assignment shall not limit the rights of that ECA Guaranteed Lender to recover any remaining part of its participation in that ECA Advance or of any other moneys owing to it). Provided however that if the relevant ECA makes any payment to the relevant ECA Guaranteed Lenders under the relevant ECA Policy:
  - (i) the obligations of the Obligors and the Finance Parties (and of any of them) under this Agreement and each of the Finance Documents shall not be discharged nor affected in any way;
  - (ii) the ECA shall be subrogated to the respective rights of the relevant ECA Guaranteed Lenders (to the extent of such payment) against the Obligors and the Finance Parties;
  - (iii) the ECA shall be entitled to the extent of such payment to exercise the respective rights of the relevant ECA Guaranteed Lenders (whether present or future) against the Obligors and the Finance Parties (and against any of them) pursuant to this Agreement and the Finance Documents or any relevant laws and/or regulations unless and until such payment and the interest accrued thereon are fully reimbursed to the ECA; and
  - (iv) with respect to the obligations of the Obligors owed to the Finance Parties under the Finance Documents (or any of them) and, to the extent of such payment, such obligations shall additionally be owed to the relevant ECA by way of subrogation of the rights of the Finance Parties.
- (b) Each of the relevant ECA Guaranteed Lenders agrees that as soon as all moneys due under an ECA Policy in respect of an ECA Advance have been finally paid in full by the relevant

ECA then each of the relevant ECA Guaranteed Lenders shall promptly transfer to such ECA one hundred per cent. (100%) of their respective Commitments, participations and other rights in respect of the relevant ECA Advance, in proportion to and in accordance with the schedule of payments made by the relevant ECA under the relevant ECA Policy whereupon the relevant ECA shall, upon receipt by the Agent of a duly completed Transfer Certificate, and modified to the extent agreed between the Finance Parties and the relevant ECA for consistency with the terms and conditions of the ECA Policy, be a transferee and as such shall be entitled to the rights and benefits of the relevant ECA Guaranteed Lenders under the Finance Documents to the extent of its participation. Notwithstanding any provisions to the contrary in any Finance Document, the Borrower consents to such assignment and transfer.

- (c) The Borrower shall indemnify the relevant ECA in respect of any costs or expenses (including legal fees) suffered or incurred by such ECA in connection with the transfer referred to hereinabove or in connection with any review by the ECA of any Default or dispute between the Borrower and any of the Finance Parties occurring prior to the transfer referred to hereinabove.
- (d) For the avoidance of doubt, either ECA may, at its sole discretion, reinsure its obligations under its ECA Policy in whole or in part.

### **35.13 Eksfin Transfer**

- (a) If, at any time during the Facility Period, any portion of the Eksfin Guaranteed Advance is assigned and/or transferred to and assumed by Eksfin, whether by way of subrogation, assignment, transfer or otherwise, the rate of interest payable by the Borrower to Eksfin on that portion of the Eksfin Guaranteed Advance shall, from such time, be equal to the aggregate of (i) the rate of interest agreed in this Agreement as payable by the Borrower on the Eksfin Guaranteed Advance, and (ii) an additional interest rate of one point five five per cent. (1.55%) per annum (the **Amended Interest Rate**).
- (b) If, at any time thereafter, Eksfin transfers its portion of the Eksfin Guaranteed Advance to any other party, the rate of interest payable by the Borrower to that relevant party on that portion of the Eksfin Guaranteed Advance shall, from such time, be equal to the Amended Interest Rate.
- (c) Following any such transfer or assignment to Eksfin, Eksfin is entitled to further assign or transfer its rights to any third party, without the prior consent of the Obligors and/or the Finance Parties.

### **35.14 Accession of Hedging Providers to this Agreement**

Any Party (other than an Original Lender) which becomes a Lender after the date of this Agreement with a Commitment which represents at least five per cent. (5%) of the Total Commitments at the time it becomes a Lender shall, at the same time, become a Party to this Agreement as a Hedging Provider.

## **36 Changes to the Obligors**

### **36.1 Assignment and transfers by Obligors**

Except with the prior written consent of all the Lenders, EIFO and Eksfin, no Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.



### 36.2 Prohibition on Debt Purchase Transactions by the Group

The Obligors shall not, and Guarantor A shall procure that each Group Member shall not, enter into any Debt Purchase Transaction or be a Lender or beneficially own all or any part of the share capital of a company that is or is to be a Lender or a party to a Debt Purchase Transaction of the type referred to in the definition of Debt Purchase Transaction.

### 36.3 Disenfranchisement of Debt Purchase Transactions entered into by Guarantor A Affiliates

- (a) For so long as a Guarantor A Affiliate (i) beneficially owns a Commitment or (ii) has entered into a sub-participation agreement relating to a Commitment or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated:
  - (i) in ascertaining the Majority Lenders or whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments or any agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents, such Commitment shall be deemed to be zero; and
  - (ii) for the purposes of clause 51.2 (*All Lender matters*), such Guarantor A Affiliate or the person with whom it has entered into such sub-participation, other agreement or arrangement shall be deemed not to be a Lender for the purpose of paragraph (i) above (unless, in the case of a person not being a Guarantor A Affiliate, it is a Lender by virtue otherwise than by beneficially owning the relevant Commitment).
- (b) Each Lender shall, unless such Debt Purchase Transaction is an assignment or transfer, promptly notify the Agent in writing if it knowingly enters into a Debt Purchase Transaction with a Guarantor A Affiliate (a **Notifiable Debt Purchase Transaction**), such notification to be substantially in the form set out in Part 1 of Schedule 11 (*Forms of Notifiable Debt Purchase Transaction Notice*).
- (c) No Lender shall knowingly enter into any Notifiable Finance Purchase Transaction unless such Notifiable Finance Purchase Transaction relates to the entirety of its Commitment in the Facility.
- (d) A Lender shall promptly notify the Agent if a Notifiable Debt Purchase Transaction to which it is a party:
  - (i) is terminated; or
  - (ii) ceases to be with a Guarantor A Affiliate,such notification to be substantially in the form set out in Part 2 of Schedule 11 (*Forms of Notifiable Debt Purchase Transaction Notice*).
- (e) Each Guarantor A Affiliate that is a Lender agrees that:
  - (i) in relation to any meeting or conference call to which all the Lenders are invited to attend or participate, it shall not attend or participate in the same if so requested by the Agent or, unless the Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and

- (ii) in its capacity as Lender, unless the Agent otherwise agrees, it shall not be entitled to receive any report or other document prepared at the behest of, or on the instructions of or addressed to, the Agent or one or more of the Lenders. For the avoidance of doubt the only information the Lender is entitled to receive are operational notices for that Lender in connection with their Commitment.

#### **36.4 Guarantor A Affiliates' notification to other Lenders of Debt Purchase Transactions**

Any Guarantor A Affiliate which is or becomes a Lender and which enters into a Debt Purchase Transaction as a purchaser or a participant shall, by 5.00 pm on the Business Day following the day on which it entered into the Debt Purchase Transaction, notify the Agent of the extent of the Commitment(s) or amount outstanding to which that Debt Purchase Transaction relates. The Agent shall promptly disclose such information to the Lenders.

#### **36.5 Additional Guarantors**

- (a) Subject to compliance with the provisions of paragraph (c) of clause 21.13 ("*Know your customer*" checks), Guarantor A may request that any of its Subsidiaries becomes an Additional Guarantor (1) for the purposes of clause 25.8(b) or (c) (*Chartering*) where there is a change of Bareboat Charterer of a Ship and the proposed Bareboat Charterer of that Ship is not already a Guarantor or (2) for the purposes of a transfer of shares in an Owner to an Approved Shareholder such that such change does not constitute or result in a Change of Control. That Subsidiary shall become an Additional Guarantor if:
  - (i) it is a direct or indirect (and wholly-owned unless it is to be a Bareboat Charterer under a JV Bareboat Charter for that Ship) Subsidiary of Guarantor A;
  - (ii) it is incorporated, registered or formed in the same jurisdiction as Guarantor A, any EEA Member Country, the United States of America or such other jurisdiction as approved by the Lenders, EIFO and Eksfin;
  - (iii) Guarantor A and that Subsidiary deliver to the Agent a duly completed and executed Accession Deed (at the cost and expense of the Borrower);
  - (iv) the Agent has received all of the documents and other evidence listed in Part 4 (*Conditions precedent for Additional Guarantors*) of Schedule 3 (*Conditions precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Agent and at the cost and expense of the Borrower;
  - (v) the Parties have entered into such other amendments and documents (including any amendment to this Agreement and to any of the other Finance documents, including additional Security Interests where required) as the Finance Parties may require in respect of the above matters (at the cost and expense of the Borrower); and
  - (vi) the entry by the Parties into any of the above documents does not otherwise constitute a Default nor would otherwise cause or result in a Default (and Guarantor A confirms the same in writing to the Agent).
- (b) The Agent shall notify Guarantor A, the Lenders, EIFO and Eksfin promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part 4 (*Conditions precedent for Additional Guarantors*) of Schedule 3 (*Conditions precedent*) and those listed in any of the preceding paragraphs of this clause 36.5 in each case in respect of an Additional Guarantor.

- (c) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (b) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.
- (d) With effect on the date of delivery of the duly executed Accession Deed to the Agent and the Security Agent in respect of an Additional Guarantor (the **Relevant Additional Guarantor**) and provided that on or before such date the Agent has given the notification described in paragraph (b) above in respect of the Relevant Additional Guarantor:
  - (i) the Parties hereby agree and confirm that the Relevant Additional Guarantor will be made an additional party to this Agreement, as joint and several guarantor with the Guarantors as at the date of this Agreement (the **Original Guarantors**) and any other Additional Guarantor previously made a guarantor under this Agreement pursuant to this clause 36.7 (a **Previously Acceded Additional Guarantor**), and this Agreement shall henceforth be construed and treated in all respects as if references therein to "Guarantors" included references to the Relevant Additional Guarantor in addition to the Original Guarantors and any Previously Acceded Additional Guarantor.
  - (ii) the Parties hereby agree and confirm that the Relevant Additional Guarantor will be bound by the terms of this Agreement as if it had all times been named therein as Guarantor;
  - (iii) the Relevant Additional Guarantor agrees that it will duly and punctually perform all the liabilities and obligations whatsoever from time to time to be performed or discharged by the Original Guarantors and any Previously Acceded Additional Guarantor under this Agreement (and for which the Original Guarantors, any Previously Acceded Additional Guarantor and the Relevant Additional Guarantor hereby agree to be jointly and severally liable); and
  - (iv) without prejudice to the generality of paragraphs (ii) and (iii) above, the Relevant Additional Guarantor agrees that it will be a guarantor under the Guarantee in respect of the full amount of the Loan, interest thereon and all other sums which may be or become due to the Finance Parties pursuant to any of the Finance Documents.

### **36.6 Repetition of Representations**

Delivery of an Accession Deed in respect of an Additional Guarantor constitutes confirmation by that Additional Guarantor that the representations and warranties referred to in paragraph (c) of clause 20.38 (*Times when representations made*) are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

## Section 10 - The Finance Parties

### 37 Roles of Agent, Security Agent, ECA Agent, Mandated Lead Arranger, ECA Coordinator and Green Loan Arranger

#### 37.1 Appointment of the Agent and Security Agent

Each other Finance Party (other than the Security Agent) appoints:

- (a) the Agent to act as its agent under and in connection with the Finance Documents and each ECA Policy and as its agent and as trustee under the Security Documents;
- (b) the Security Agent to act as its agent and as trustee under the Finance Documents to which it is or is intended to be a party; and
- (c) the Security Agent as agent (in Danish: *fuldmægtig and repræsentant*) to receive and hold the Transaction Security under the Security Documents governed by Danish law on behalf of and for the benefit of the Finance Parties and to be entitled to exercise all rights and remedies under and in accordance with such Security Documents in its own name or in the name of any of the Finance Parties and the Security Agent agrees to receive and hold the Transaction Security accordingly. The Security Documents shall be granted by the relevant Obligors to the Security Agent as agent (in Danish: *fuldmægtig and repræsentant*) for the Finance Parties in accordance with Section 18(1), cf. Section 1(2) of the Danish Capital Markets Act (in Danish: *kapitalmarkedsløven*). Each Obligor acknowledges that the Security Agent shall act as agent (in Danish: *fuldmægtig and repræsentant*) for the Finance Parties.

#### 37.2 Security Agent as trustee

The Security Agent declares that it holds the Security Property on trust for itself and the other Finance Parties on the terms contained in this Agreement.

#### 37.3 Authorisation of Agent and Security Agent

Each of the Finance Parties authorises the Agent and the Security Agent:

- (a) to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent or (as the case may be) the Security Agent under or in connection with the Finance Documents and each ECA Policy together with any other incidental rights, powers, authorities and discretions; and
- (b) to execute each of the Security Documents and all other documents that may be approved by the Majority Lenders for execution by it.

#### 37.4 Instructions to Agent and the Security Agent

- (a) The Agent and the Security Agent shall:
  - (i) subject to paragraphs (d) and (e) below, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent or (as the case may be) the Security Agent in accordance with any instructions given to it by:

- (A) all the Lenders or the Majority Lenders, KEXIM and/or any ECA (as the case may be) if the relevant Finance Document stipulates the matter requires such decision; and
  - (B) in all other cases, the Majority Lenders; and
- (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above (or, if the relevant Finance Document stipulates the matter is a decision for any other Finance Party or group of Finance Parties, in accordance with instructions given to it by that Finance Party or group of Finance Parties).
- (b) The Agent and the Security Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Finance Party or group of Finance Parties or any ECA, from that Finance Party or group of Finance Parties or ECA) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Agent or (as the case may be) the Security Agent may refrain from acting unless and until it receives those instructions or that clarification.
  - (c) Save in the case of decisions stipulated to be a matter for any other Finance Party or group of Finance Parties or any ECA under the relevant Finance Document and, unless a contrary indication appears in a Finance Document, any instructions given to the Agent or (as the case may be) the Security Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
  - (d) Paragraph (a) above shall not apply:
    - (i) where a contrary indication appears in a Finance Document;
    - (ii) where a Finance Document requires the Agent or the Security Agent to act in a specified manner or to take a specified action;
    - (iii) in respect of any provision which protects the Agent's or the Security Agent's own position in its personal capacity as opposed to its role of the Agent or the Security Agent for the Finance Parties including, without limitation, clauses 37.9 (*No duty to account*) to clause 37.14 (*Exclusion of liability*), clause 37.20 (*Confidentiality*) to clause 38.6 (*Custodians and nominees*) and clauses 38.9 (*Acceptance of title*) to 38.12 (*Disapplication of Trustee Acts*).
  - (e) If giving effect to instructions given by any other Finance Party or group of Finance Parties would (in the Agent's or (as the case may be) the Security Agent's opinion) have an effect equivalent to an amendment or waiver which is subject to clause 51 (*Amendments and waivers*), the Agent or (as the case may be) the Security Agent shall not act in accordance with those instructions unless consent to it so acting is obtained from each Party (other than itself) whose consent would have been required in respect of that amendment or waiver.
  - (f) The Agent or the Security Agent may refrain from acting in accordance with any instructions of any other Finance Party or group of Finance Parties or any ECA until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability (together with any applicable VAT) which it may incur in complying with those instructions.
-

- (g) Without prejudice to the provisions of clause 39 (*Enforcement of Transaction Security*) and the remainder of this clause 37, in the absence of instructions, the Agent and the Security Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

### **37.5 Legal or arbitration proceedings**

Neither the Agent nor the Security Agent is not authorised to act on behalf of another Finance Party (without first obtaining that Finance Party's consent) in any legal or arbitration proceedings relating to any Finance Document or ECA Policy. This clause 37.5 shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Transaction Security.

### **37.6 Duties of the Agent and the Security Agent**

- (a) The Agent's and the Security Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (b) Subject to paragraph (c) below, the Agent or (as the case may be) the Security Agent shall promptly
  - (i) (in the case of the Security Agent) forward to the Agent a copy of any document received by the Security Agent from any Obligor under any Finance Document; and
  - (ii) forward to a Party the original or a copy of any document which is delivered to the Agent or (as the case may be) the Security Agent for that Party by any other Party.
- (c) Without prejudice to clause 35.9 (*Copy of Transfer Certificate to Borrower*), paragraph (b) above shall not apply to any Transfer Certificate.
- (d) Except where a Finance Document specifically provides otherwise, neither the Agent nor the Security Agent is obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) Without prejudice to clause 40.12 (*Notification of prescribed events*), if the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties and the ECAs through the ECA Agent.
- (f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or an Arranger or the Security Agent for their own account) under this Agreement, it shall promptly notify the other Finance Parties and the ECAs through the ECA Agent.
- (g) The Agent and the Security Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

### **37.7 Role of the Mandated Lead Arranger, ECA Coordinator and Green Loan Arranger**

Except as specifically provided in the Finance Documents, each of the Mandated Lead Arranger, the ECA Coordinator and the Green Loan Arranger have no obligations of any kind to any other Party under or in connection with any Finance Document or the transactions contemplated by the Finance Documents.

**37.8 No fiduciary duties**

Nothing in any Finance Document constitutes the Agent, the Security Agent, the ECA Agent, the Mandated Lead Arranger, the ECA Coordinator or the Green Loan Arranger as a trustee or fiduciary of any other person except to the extent that the Security Agent acts as trustee for the other Finance Parties pursuant to clause 37.1(c) (*Security Agent as trustee*).

**37.9 No duty to account**

None of the Agent, the Security Agent, the ECA Agent, the Mandated Lead Arranger, the ECA Coordinator, the Green Loan Arranger or any Ancillary Lender shall be bound to account to any other Finance Party for any sum or the profit element of any sum received by it for its own account.

**37.10 Business with the Group**

The Agent, the Security Agent, the ECA Agent, the Mandated Lead Arranger, the ECA Coordinator, the Green Loan Coordinator and each Ancillary Lender may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Obligor or other Group Member or their Affiliates.

**37.11 Rights and discretions of the Agent and the Security Agent**

- (a) The Agent and the Security Agent may:
  - (i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;
  - (ii) assume that:
    - (A) any instructions received by it from the Majority Lenders, any Lenders or other Finance Parties or any group of Lenders or other Finance Parties are duly given in accordance with the terms of the Finance Documents;
    - (B) unless it has received notice of revocation, that those instructions have not been revoked; and
    - (C) in the case of the Security Agent, if it receives any instructions to act in relation to the Transaction Security, that all applicable conditions under the Finance Documents for so acting have been satisfied; and
  - (iii) rely on a certificate from any person:
    - (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
    - (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,  
  
as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.
- (b) The Agent and the Security Agent may assume (unless it has received notice to the contrary in its capacity as agent or (as the case may be) security trustee for the other Finance Parties) that:

- (i) no Default has occurred (unless (in the case of the Agent) it has actual knowledge of a Default arising under clause 33.1 (*Non-payment*));
  - (ii) any right, power, authority or discretion vested in any Party or any group of Finance Parties has not been exercised; and
  - (iii) any notice or request made by the Borrower (other than (in the case of the Agent) a Utilisation Request or Selection Notice) is made on behalf of and with the consent and knowledge of all the Obligor.
- (c) Each of the Agent and the Security Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts.
- (d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below each of the Agent and the Security Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to it (and so separate from any lawyers instructed by the Lenders or any other Finance Party) if it, in its reasonable opinion, deems this to be desirable.
- (e) Each of the Agent and the Security Agent may rely on the advice or services of any lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts (whether obtained by it or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.
- (f) The Agent, the Security Agent, any Receiver and any Delegate may act in relation to the Finance Documents, the Transaction Security and the Security Property through its officers, employees and agents and shall not:
- (i) be liable for any error of judgment made by any such person; or
  - (ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person,
- unless such error or such loss was directly caused by the Agent's, the Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct.
- (g) Unless any Finance Document expressly specifies otherwise, the Agent or the Security Agent may disclose to any other Party any information it reasonably believes it has received as agent or security trustee under this Agreement.
- (h) Notwithstanding any other provision of any Finance Document to the contrary, none of the Agent, the Security Agent nor the Mandated Lead Arranger is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (i) Notwithstanding any provision of any Finance Document to the contrary, neither the Agent nor the Security Agent is obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.



- (j) Neither the Agent nor the Mandated Lead Arranger shall be obliged to request any certificate, opinion or other information under clause 21 (*Information undertakings*) unless so required in writing by a Lender or any Hedging Provider, in which case the Agent shall promptly make the appropriate request of the Borrower if such request would be in accordance with the terms of this Agreement.

**37.12 Responsibility for documentation and other matters**

- (a) None of the Agent, the Security Agent, the Mandated Lead Arranger, any Ancillary Lender, any Receiver or any Delegate is responsible or liable for:
  - (i) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, the Security Agent, the Mandated Lead Arranger, an Ancillary Lender, an Obligor or any other person in or in connection with any Finance Document, any ECA Policy or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document and any ECA Policy;
  - (ii) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document, any ECA Policy, the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document, any ECA Policy, the Transaction Security or the Security Property;
  - (iii) the application of any Basel Regulation to the transactions contemplated by the Finance Documents or the ECA Policies;
  - (iv) (in the case of the Security Agent) any loss to the Security Property arising in consequence of the failure, depreciation or loss of any Charged Property or any investments made or retained in good faith or by reason of any other matter or thing;
  - (v) the failure of any Obligor or any ECA or any other party to perform its obligations under any Transaction Document or any ECA Policy or the financial condition of any such person;
  - (vi) (save as otherwise provided in this clause 37) taking or omitting to take any other action under or in relation to the Security Documents;
  - (vii) failing to register any of the Security Documents or any ECA Policy in accordance with the provisions of the documents of title of any Obligor to any of the Charged Property;
  - (viii) any other beneficiary of a Security Document failing to perform or discharge any of its duties or obligations under any Finance Document; or
  - (ix) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by any applicable law or regulation relating to insider dealing or otherwise.
- (b) The Agent is not responsible or liable for the adequacy, accuracy or completeness of any Green Loan Information (whether oral or written) supplied by the Borrower, any Group Member, the External Reviewer or any other person in or in connection with any Green Loan Report and/or any Green Loan Provisions contemplated in this Agreement or any other

agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Facility.

**37.13 No duty to monitor**

Neither the Agent nor the Security Agent shall be bound to enquire:

- (a) whether or not any Default has occurred;
- (b) as to the performance, default or any breach by any Party or any Obligor of its obligations under any Finance Document;
- (c) whether any other event specified in any Finance Document has occurred;
- (d) whether or not any Declassification Event, Green Loan or a Green Loan Compliance Certificate Inaccuracy has occurred; or
- (e) as to the performance, default or any breach by any Obligor of its obligations under any Green Loan Provision.

**37.14 Exclusion of liability**

- (a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent, the Security Agent, any Ancillary Lender, any Receiver or Delegate), none of the Agent, the Security Agent, any Ancillary Lender, any Receiver nor any Delegate will be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:
  - (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Security Property or any ECA Policy, unless directly caused by its gross negligence or wilful misconduct;
  - (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Security Property, any ECA Policy or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document, any ECA Policy or the Security Property;
  - (iii) any shortfall which arises on the enforcement or realisation of the Security Property; or
  - (iv) without prejudice to the generality of paragraphs (i) to (iii) above, any damages, costs, losses, any diminution in value or any liability whatsoever arising as a result of:
    - (A) any act, event or circumstance not reasonably within its control; or
    - (B) the general risks of investment in, or the holding of assets in, any jurisdiction,  
  
including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the

execution or settlement of transactions or the value of assets (including any Disruption Event), breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

- (b) No Party (other than the Agent, the Security Agent, an Ancillary Lender, that Receiver or that Delegate (as applicable)) may take any proceedings against any officer, employee or agent of the Agent, the Security Agent, any Ancillary Lender, a Receiver or a Delegate in respect of any claim it might have against the Agent, the Security Agent, an Ancillary Lender, a Receiver or a Delegate or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Transaction Document, any ECA Policy or any Security Property and any officer, employee or agent of the Agent, the Security Agent, any Ancillary Lender, a Receiver or a Delegate may rely on this clause subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
- (c) Neither of the Agent or the Security Agent will be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by it if it has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by it for that purpose.
- (d) Nothing in any Finance Document shall oblige the Agent the Security Agent, or the Mandated Lead Arranger to carry out
  - (i) any “know your customer” or other checks in relation to any person; or
  - (ii) any check on the extent to which any transaction contemplated by any of the Finance Documents might be unlawful for any Finance Party or for any Affiliate of any Finance Party,

on behalf of any other Finance Party and each other Finance Party confirms to the Agent, the Security Agent and the Mandated Lead Arranger that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent, the Security Agent or the Mandated Lead Arranger.

- (e) Without prejudice to any provision of any Finance Document excluding or limiting the liability of the Agent, the Security Agent, any Receiver or any Delegate, any liability of the Agent, the Security Agent, any Receiver or any Delegate arising under or in connection with any Finance Document or the Security Property shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Agent, the Security Agent, Receiver or Delegate (as the case may be) or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent, the Security Agent, Receiver or Delegate (as the case may be) at any time which increase the amount of that loss. In no event shall the Agent, the Security Agent, any Receiver or any Delegate be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent, the Security Agent, Receiver or Delegate (as the case may be) has been advised of the possibility of such loss or damages.
- (f) The Agent is not acting in an advisory capacity to any person in respect of the GLP nor will the Agent be obliged to verify whether any Facility will comply with the GLP on behalf of any

of the Finance Parties or any ECA and each Finance Party and each ECA is solely responsible at all times for making its own independent appraisal of, and analysis in relation to, each Green Asset Criteria, the Green Loan Information and any other Green Loan Provision of this Agreement.

### **37.15 Lenders' indemnity to the Agent and others**

- (a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their being reduced to zero) indemnify the Agent, the Security Agent, every Receiver and every Delegate, within three Business Days of demand, against any Losses (including, without limitation, for negligence or any other category of liability whatsoever) incurred by any of them (otherwise than by reason of the relevant Agent's, Security Agent's Receiver's or Delegate's gross negligence or wilful misconduct) (or, in the circumstances contemplated pursuant to clause 45.10 (*Disruption to payment systems etc.*), notwithstanding the Agent's negligence, gross negligence, or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent, Security Agent, Receiver or Delegate under, or exercising any authority conferred under, the Finance Documents and, to the extent applicable, the ECA Policies (unless the relevant Agent, Security Agent, Receiver or Delegate has been reimbursed by an Obligor pursuant to a Finance Document).
- (b) Subject to paragraph (c) below, the Borrower shall immediately on demand reimburse any Lender for any payment that Lender makes to the Agent or the Security Agent or any Receiver or Delegate pursuant to paragraph (a) above.
- (c) Paragraph (b) above shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent or the Security Agent to an Obligor.

### **37.16 Resignation of the Agent or the Security Agent**

- (a) The Agent or the Security Agent may resign and appoint one of its Affiliates as successor by giving notice to the other Finance Parties, the ECA Agent and the Borrower.
- (b) Alternatively, the Agent or the Security Agent may resign by giving 30 days' notice to the other Finance Parties and the Borrower, in which case the Majority Lenders may appoint a successor Agent.
- (c) If the Majority Lenders have not appointed a successor Agent or Security Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent or Security Agent (after consultation with (in the case of the Agent) the Borrower) or (in the case of the Security Agent) the Agent may appoint a successor Agent or Security Agent.
- (d) If the Agent or the Security Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent or trustee and the Agent or the Security Agent is entitled to appoint a successor Agent or (as the case may be) the Security Agent under paragraph (c) above, the Agent or (as the case may be) the Security Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent or (as the case may be) the Security Agent to become a party to this Agreement as Agent or (as the case may be) the Security Agent) agree with the proposed successor Agent or (as the case may be) the Security Agent amendments to this clause 37 and any other term of this Agreement dealing with the rights

or obligations of the Agent or (as the case may be) the Security Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the fee payable to it in its capacity as Agent or (as the case may be) the Security Agent under this Agreement which are consistent with the successor Agent's or (as the case may be) the Security Agent's normal fee rates and those amendments will bind the Parties.

- (e) The retiring Agent or the retiring Security Agent, shall make available to the successor Agent or Security Agent such documents and records and provide such assistance as the successor Agent or Security Agent may reasonably request for the purposes of performing its functions as Agent or (as the case may be) the Security Agent under the Finance Documents. The Borrower shall, within three Business Days of demand, reimburse the retiring Agent or (as the case may be) the Security Agent for the amount of all costs and expenses (including legal fees) (together with any applicable VAT) properly incurred by it in making available such documents and records and providing such assistance.
- (f) The Agent's or Security Agent's resignation notice shall only take effect upon:
  - (i) the appointment of a successor; and
  - (ii) (in the case of the Security Agent) the transfer or assignment of all the Transaction Security and the other Security Property to that successor and any appropriate filings or registrations, any notices of transfer or assignment and the payment of any fees or duties related to such transfer or assignment which the Security Agent considers necessary or advisable have been duly completed.
- (g) Upon the appointment of a successor, the retiring Agent or Security Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) of clause 38.10 (*Winding up of trust*) and paragraph (e) above) but shall remain entitled to the benefit of clauses 16.4 (*Indemnity to the Agent, the Security Agent, the ECA Agent and the ECAs*) and 16.5 (*Indemnity concerning security*) and this clause 37 (and any agency or other fees for the account of the retiring Agent or the Security Agent in its capacity as such shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if that successor had been an original Party.
- (h) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:
  - (i) the Agent fails to respond to a request under clause 14.9 (*FATCA Information*) and the Borrower or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
  - (ii) the information supplied by the Agent pursuant to clause 14.9 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
  - (iii) the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,

and (in each case) the Borrower or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Borrower or that Lender, by notice to the Agent, requires it to resign.

### **37.17 Replacement of the Agent**

- (a) After consultation with the Borrower, the Majority Lenders may, by giving 30 days' notice to the Agent replace the Agent by appointing a successor Agent.
- (b) The retiring Agent shall (at the expense of the Lenders) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- (c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) above) but shall remain entitled to the benefit of clauses 16.4 (*Indemnity to the Agent, the Security Agent, the ECA Agent and the ECAs*) and this clause 37 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).
- (d) Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (e) Paragraph (f) of clause 37.16 (*Resignation of the Agent or the Security Agent*) shall apply to any replacement of the Agent under this clause 37.17.

### **37.18 Replacement of the Security Agent**

- (a) The Majority Lenders may, by notice to the Security Agent, require the Security Agent to resign in accordance with paragraph (b) of clause 37.16 (*Resignation of the Agent or the Security Agent*). In this event, the Security Agent shall resign in accordance with that paragraph but the cost referred to in paragraph (a) of clause 37.16 (*Resignation of the Agent or the Security Agent*) shall be for the account of the Borrower.
- (b) Any person appointed and replacing the Security Agent (or a successor Security Agent) shall automatically act as agent and representative (Da: *fuldmægtig og repræsentant*) in accordance with section 18(1), cf. section 1(2), of the Danish Capital Markets Act and be entitled to exercise all rights and remedies under and in accordance with this Agreement in its own name or in the name of any of the Finance Parties.

### **37.19 Information from the Finance Parties**

Each Finance Party shall supply the Agent or the Security Agent with any information that the Agent or (as the case may be) the Security Agent may reasonably specify as being necessary or desirable to enable the Agent or (as the case may be) the Security Agent to perform its functions as Agent or (as the case may be) the Security Agent.

### **37.20 Confidentiality**

- (a) In acting as agent or trustee for the Finance Parties, the Agent or (as the case may be) the Security Agent shall be regarded as acting through its agency, trustee or other division or

department directly responsible for the management of the Finance Documents which shall be treated as a separate entity from any other of its divisions or departments.

- (b) If information is received by another division or department of the Agent or (as the case may be) the Security Agent, it may be treated as confidential to that division or department and the Agent or (as the case may be) the Security Agent shall not be deemed to have notice of it.
- (c) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor the Mandated Lead Arranger is obliged to disclose to any other person (i) any confidential information or (ii) any other information if the disclosure would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty.

### **37.21 Agent's relationship with the Lenders and Hedging Providers**

- (a) The Agent may treat the person shown in its records as Lender or as a Hedging Provider at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender or (as the case may be) as a Hedging Provider acting through its Facility Office:
  - (i) entitled to or liable for any payment due under any Finance Document on that day; and
  - (ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days prior notice from that Lender or (as the case may be) as a Hedging Provider to the contrary in accordance with the terms of this Agreement.

- (b) Any Lender or Hedging Provider may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender or (as the case may be) Hedging Provider under the Finance Documents. Such notice shall contain the address and (where communication by electronic mail or other electronic means is permitted under clause 47.5 (*Electronic communication*)) electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, electronic mail address, department and officer (or such other information) by that Lender or (as the case may be) Hedging Provider for the purposes of clause 47.2 (*Addresses*) and clause 47.5 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender or (as the case may be) Hedging Provider.

### **37.22 Information from the Finance Parties**

Each Finance Party shall supply the Agent with any information that the Agent may reasonably specify as being necessary or desirable to enable the Agent to perform its functions as Agent.

### **37.23 Credit appraisal by the Finance Parties and Ancillary Lenders**

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each other Finance Party and Ancillary Lender confirms to the Agent, the Security Agent, the Mandated Lead Arranger and each Ancillary Lender that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

- (a) the financial condition, status and nature of each Obligor and other Group Members and the ECAs;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document, any ECA Policy, the Transaction Security, the Security Property and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document, the Transaction Security or the Security Property or any ECA Policy;
- (c) the application of any Basel Regulation to the transactions contemplated by the Finance Documents or any ECA Policy;
- (d) whether that Finance Party or Ancillary Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document or any ECA Policy, the Transaction Security, the Security Property, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document, the Transaction Security or the Security Property;
- (e) the adequacy, accuracy or completeness of any information provided by the Agent, the Security Agent, the Arrangers or any other Party or by any other person under or in connection with, the transactions contemplated by any Transaction Document, any ECA Policy or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document or any ECA Policy; and
- (f) the right or title of any person in or to, or the value or sufficiency of, any part of the Charged Property, the priority of any of the Transaction Security or the existence of any Security Interest affecting the Charged Property.

### **37.24 Deduction from amounts payable by the Agent**

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

### **37.25 Reliance and engagement letters**

Each of the Agent, the Security Agent and the Mandated Lead Arranger may enter into any reliance letter or engagement letter relating to any valuations, reports, opinions or letters or advice or assistance provided by lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts in connection with the Transaction Documents or the transactions contemplated in the Finance Documents on such



terms as it may consider appropriate (including, without limitation, restrictions on the lawyer's, accountant's, tax adviser's, insurance consultant's, vessel manager's, valuer's, surveyor's or other professional adviser's or expert's liability and the extent to which their valuations, reports, opinions or letters may be relied on or disclosed).

### **37.26 Amounts paid in error**

- (a) If the Agent or the Security Agent pays an amount to another Party and the Agent or (as the case may be) the Security Agent notifies that Party that such payment was an Erroneous Payment then the Party to whom that amount was paid by the Agent shall on demand refund the same to the Agent or (as the case may be) the Security Agent together with (except in respect of any amount paid to Eksfin) interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent or (as the case may be) the Security Agent to reflect its cost of funds.
- (b) Neither:
  - (i) the obligations of any Party to the Agent or the Security Agent; nor
  - (ii) the remedies of the Agent or the Security Agent,(whether arising under this clause 37.26 or otherwise) which relate to an Erroneous Payment will be affected by any act, omission, matter or thing (including, without limitation, any obligation pursuant to which an Erroneous Payment is made) which, but for this paragraph (b), would reduce, release, preclude or prejudice any such obligation or remedy (whether or not known by the Agent or (as the case may be) the Security Agent or any other Party).
- (c) All payments to be made by a Party to the Agent or Security Agent (whether made pursuant to this clause 37.26 or otherwise) which relate to an Erroneous Payment shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.
- (d) In this Agreement, "**Erroneous Payment**" means a payment of an amount by the Agent or the Security Agent to another Party which at the time of receipt of such payment by such other Party was not contractually due to it pursuant to the terms of this Agreement.

## **38 Trust and security matters**

### **38.1 Undertaking to pay**

- (a) Each Obligor who is a Party undertakes with the Security Agent as trustee for the Finance Parties that it will, on demand by the Security Agent, pay to the Agent as trustee for the Finance Parties all money from time to time owing to the other Finance Parties (in addition to paying any money owing under the Finance Documents to the Security Agent for its own account), and discharge all other obligations from time to time incurred, by it under or in connection with the Finance Documents.
- (b) Each payment which such an Obligor makes to another Finance Party in accordance with any Finance Document shall, to the extent of the amount of that payment, satisfy that Obligor's corresponding obligation under paragraph (a) above to make that payment to the Security Agent.

**38.2 Parallel debt**

- (a) Additional definitions:

In this clause:

**Corresponding Debt** means any amount, other than any Parallel Debt, which an Obligor owes from time to time to a Finance Party under or in connection with the Finance Documents.

**Parallel Debt** means any amount which an Obligor owes to the Security Agent under clause 38.2(b) below or under that clause as incorporated by reference or in full in any other Finance Document.

- (b) Each Obligor irrevocably and unconditionally undertakes to pay to the Security Agent its Parallel Debt which shall be amounts equal to, and in the currency or currencies of, its Corresponding Debt.
- (c) The Parallel Debt of an Obligor:
- (i) shall become due and payable at the same time as its Corresponding Debt; and
  - (ii) is independent and separate from, and without prejudice to, its Corresponding Debt.
- (d) For the purposes of this clause 38.2, the Security Agent:
- (i) is the independent and separate creditor of each Parallel Debt;
  - (ii) acts in its own name and not as agent, representative or trustee of the Finance Parties and its claims in respect of each Parallel Debt shall not be held on trust; and
  - (iii) shall have the independent and separate right to demand payment of each Parallel Debt in its own name (including, without limitation, through any suit, execution, enforcement of security, recovery of guarantees and applications for and voting in any kind of insolvency proceeding).
- (e) Other than as set out in clause 38.2(f) below, the undertaking to pay Parallel Debt shall not limit or affect the existence of the Corresponding Debt, for which the Finance Parties shall have an independent right to demand performance.
- (f) The rights of the Finance Parties to receive payment of the Corresponding Debt are several from the rights of the Security Agent to receive payment of the Parallel Debt, provided that the Parallel Debt of an Obligor shall be:
- (i) decreased to the extent that its Corresponding Debt has been irrevocably and unconditionally paid or discharged; and
  - (ii) increased to the extent that its Corresponding Debt has increased,
- and the Corresponding Debt of an Obligor shall be:
- (A) decreased to the extent that its Parallel Debt has been irrevocably and unconditionally paid or discharged; and

(B) increased to the extent that its Parallel Debt has increased,

in each case provided that the Parallel Debt of an Obligor shall never exceed its Corresponding Debt.

- (g) All amounts received or recovered by the Security Agent in connection with this clause 38.2 to the extent permitted by applicable law, shall be applied in accordance with clause 40.1 (*Order of application*).
- (h) This clause 38.2 shall apply, with any necessary modifications, to each Finance Document.

**38.3 No responsibility to perfect Transaction Security**

The Security Agent shall not be liable for any failure to:

- (a) ascertain whether all deeds and documents which should have been deposited with it under or pursuant to any of the Security Documents have been so deposited;
- (b) require the deposit with it of any deed or document certifying, representing or constituting the title of any Obligor to any of the Charged Property;
- (c) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any Finance Document or the Transaction Security;
- (d) register, file or record or otherwise protect any of the Transaction Security (or the priority of any of the Transaction Security) under any law or regulation or to give notice to any person of the execution of any Finance Document or of the Transaction Security;
- (e) take, or to require any Obligor to take, any step to perfect its title to any of the Charged Property or to render the Transaction Security effective or to secure the creation of any ancillary Security Interest under any law or regulation; or
- (f) require any further assurance in relation to any Security Document.

**38.4 Insurance by Security Agent**

- (a) The Security Agent shall not be obliged:
  - (i) to insure any of the Charged Property;
  - (ii) to require any other person to maintain any insurance; or
  - (iii) to verify any obligation to arrange or maintain insurance contained in any Finance Document,

and the Security Agent shall not be liable for any damages, costs or losses to any person as a result of the lack of, or inadequacy of, any such insurance.

- (b) Where the Security Agent is named on any insurance policy as an insured party, it shall not be liable for any damages, costs or losses to any person as a result of its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other information of any kind, unless the Agent requests it to do so in writing and the Security Agent fails to do so within fourteen days after receipt of that request.

**38.5 Common parties**

Although the Agent and the Security Agent may from time to time be the same entity, that entity will have entered into the Finance Documents (to which it is party) in its separate capacities as agent for the other Finance Parties and (as appropriate) security agent and trustee for all of the other Finance Parties. Where any Finance Document provides for an Agent or Security Agent to communicate with or provide instructions to the other, while they are the same entity, such communication or instructions will not be necessary.

**38.6 Custodians and nominees**

The Security Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to any asset of the trust as the Security Agent may determine, including for the purpose of depositing with a custodian this Agreement or any document relating to the trust created under this Agreement and the Security Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it under this Agreement or be bound to supervise the proceedings or acts of any person.

**38.7 Delegation by the Security Agent**

- (a) Each of the Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.
- (b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Finance Parties.
- (c) No Security Agent, Receiver or Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

**38.8 Additional trustees**

- (a) The Security Agent may at any time appoint (and subsequently remove) any person to act as a separate trustee or as a co-trustee jointly with it:
  - (i) if it considers that appointment to be in the interests of the Finance Parties;
  - (ii) for the purposes of conforming to any legal requirement, restriction or condition which the Security Agent deems to be relevant; or
  - (iii) for obtaining or enforcing any judgment in any jurisdiction,and the Security Agent shall give prior notice to the Borrower and the Finance Parties of that appointment.
- (b) Any person so appointed shall have the rights, powers, authorities and discretions (not exceeding those given to the Security Agent under or in connection with the Finance Documents) and the duties, obligations and responsibilities that are given or imposed by the instrument of appointment.

- (c) The remuneration that the Security Agent may pay to that person, and any costs and expenses (together with any applicable VAT) incurred by that person in performing its functions pursuant to that appointment shall, for the purposes of this Agreement, be treated as costs and expenses incurred by the Security Agent.
- (d) At the request of the Security Agent, the other Parties shall forthwith execute all such documents and do all such things as may be required to perfect such appointment or removal and each such Party irrevocably authorises the Security Agent in its name and on its behalf to do the same.
- (e) Such a person shall accede to this Agreement as a Security Agent to the extent necessary to carry out their role on terms satisfactory to the Security Agent.
- (f) The Security Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such person if the Agent shall have exercised reasonable care in the selection of such person.

**38.9 Acceptance of title**

The Security Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that any Obligor may have to any of the Charged Property and shall not be liable for, or bound to require any Obligor to remedy, any defect in its right or title.

**38.10 Winding up of trust**

If the Security Agent, with the approval of the Agent, determines that:

- (a) all of the Secured Obligations and all other obligations secured by the Security Documents have been fully and finally discharged; and
- (b) no Finance Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents,

then:

- (i) the trusts set out in this Agreement shall be wound up and the Security Agent shall release, without recourse or warranty, all of the Transaction Security and the rights of the Agent under each of the Security Documents; and
- (ii) any Security Agent which has resigned pursuant to clause 37.16 (*Resignation of the Agent or the Security Agent*) shall release, without recourse or warranty, all of its rights under each Security Document.

**38.11 Powers supplemental to Trustee Acts**

The rights, powers, authorities and discretions given to the Security Agent under or in connection with the Finance Documents shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Agent by law or regulation or otherwise.

### 38.12 Disapplication of Trustee Acts

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Agreement. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Agreement, the provisions of this Agreement shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Agreement shall constitute a restriction or exclusion for the purposes of that Act.

### 38.13 Role of the ECA Agent

- (a) Each of the ECA Guaranteed Lenders, the Agent and the Security Agent appoints the ECA Agent to act as its Agent for the purposes of dealing with each ECA in respect of the ECA Policy relevant to it and the ECA Agent accepts the appointment on and subject to the terms of this clause 38.13.
- (b) The ECA Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (c) The ECA Agent shall promptly forward to the Agent the original or a copy of any document which is delivered to the ECA Agent for another Party and shall promptly forward to the relevant ECA (in accordance with the provisions of the ECA Policy relevant to it) the original or a copy of any document which is delivered to the ECA Agent by any other Party.
- (d) Except where a Finance Document specifically provides otherwise, the ECA Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) Clauses 37.11(f), 37.11(g) and 37.11(i) (*Rights and discretions of the Agent and the Security Agent*), 37.12 (*Responsibility for documentation and other matters*), clause 37.13 (*No duty to monitor*), 37.14 (*Exclusion of liability*), 37.16 (*Resignation of the Agent or the Security Agent*), 37.20 (*Confidentiality*), 37.21 (*Agent's relationship with the Lenders and Hedging Providers*), 37.23 (*Credit appraisal by the Finance Parties and Ancillary Lenders*) and 37.24 (*Deduction from amounts payable by the Agent*) shall each extend so as to apply to the ECA Agent in its capacity as such and for that purpose each reference to the "Agent" in these clauses shall extend to include in addition a reference to the "ECA Agent" in its capacity as such, provided, that any change, substitution or resignation of the ECA Agent shall be subject to any consent requirement pursuant to the ECA Policies.
- (f) All communication between the Finance Parties and the ECAs shall be carried out exclusively through the ECA Agent.
- (g) Each ECA Guaranteed Lender shall deal with the ECA Agent exclusively through the Agent and shall not deal directly with the ECA Agent.

### 38.14 ECA Policies

Each ECA Guaranteed Lender represents and warrants to the ECA Agent that, to the best of its knowledge, with effect from the date it receives each ECA Policy, (i) it has reviewed such ECA Policy relevant to it and is aware of the provisions thereof, (ii) any representations and warranties made by the ECA Agent on behalf of each ECA Guaranteed Lender under such ECA Policy are true and correct with respect to such Lender in all respects, and (iii) no information provided by such Lender in writing to the ECA Agent or to the relevant ECA prior to the date hereof was incomplete, untrue or incorrect in any respect except to the extent that such Lender, in the

exercise of reasonable care and due diligence prior to the giving of the information, could not have discovered the error or omission. Each ECA Guaranteed Lender, to the best of its knowledge, represents and warrants to the ECA Agent that it has not taken (or failed to take), and agrees with the ECA Agent that it shall not take (or fail to take), any action that would result in the ECA Agent being in breach of any of its obligations in its capacity as ECA Agent under any relevant ECA Policy or the Finance Documents, or result in any of the ECA Guaranteed Lenders being in breach of any of their respective obligations as insured parties, under a relevant ECA Policy, or which would otherwise prejudice the ECA Agent's ability to make a claim on behalf of the relevant ECA Guaranteed Lenders under an ECA Policy.

### **38.15 ECA Agent actions**

- (a) Without prejudice to paragraph (b) below, the ECA Agent agrees to take such actions under any ECA Policy (including with respect to any amendment, modification or supplement to an ECA Policy) as may be directed on the unanimous instructions of the relevant ECA Guaranteed Lenders from time to time; provided that, anything herein or in an ECA Policy to the contrary notwithstanding, the ECA Agent shall not be obliged to take any such action or to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder or thereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it or if such action would be contrary to applicable law.
- (b) The ECA Agent shall, if instructed to do so by any relevant ECA Guaranteed Lender (and in its capacity as ECA Agent under the an ECA Policy), submit a claim and/or a demand for payment under an ECA Policy as soon as reasonably practicable following the receipt of instructions to do so by any relevant ECA Guaranteed Lender. Such claim and/or demand for payment shall be submitted on behalf of all the relevant ECA Guaranteed Lenders but, for the avoidance of doubt, each relevant ECA Guaranteed Lender may independently instruct the ECA Agent to make such claim and/or demand for payment and the ECA Agent shall not require the consent of any other relevant ECA Guaranteed Lender to make such claim and/or demand for payment.
- (c) Following any instructions received by the ECA Agent from a relevant ECA Guaranteed Lender pursuant to paragraph (b) above, the ECA Agent shall, as soon as reasonably practicable thereafter, notify the Agent (and the Agent shall notify the relevant ECA Guaranteed Lenders) of the receipt of such instructions.

### **38.16 Examination of documents by the Agent and the ECA Agent**

Without prejudice to the obligations of the ECA Agent under the ECA Policies, the Borrower and each relevant ECA Guaranteed Lender hereby unconditionally and irrevocably agree that the Agent's and the ECA Agent's responsibility for the examination of any Finance Document, the ECA Policies or any other document received with respect thereto shall be limited to ascertaining that such document appears on its face (or, if any such document is not only in English, the English translation or version of which appears on its face) to be in accordance with its description.

For the purposes of this clause 38.16, **appearing on its face** has the meaning given to that term in the latest version of the Uniform Customs Practice for Documentary Credits of the International Chamber of Commerce.

### **39 Enforcement of Transaction Security**

#### **39.1 Enforcement Instructions**

- (a) The Security Agent may refrain from enforcing the Transaction Security unless instructed otherwise by the Majority Lenders.
- (b) Subject to the Transaction Security having become enforceable in accordance with its terms, the Majority Lenders may give or refrain from giving instructions to the Security Agent to enforce or refrain from enforcing the Transaction Security as they see fit.
- (c) The Agent is entitled to rely on and comply with instructions given in accordance with this clause 39.1.

#### **39.2 Manner of enforcement**

If the Transaction Security is being enforced pursuant to clause 39.1 (*Enforcement Instructions*), the Security Agent shall enforce the Transaction Security in such manner as the Majority Lenders shall instruct or, in the absence of any such instructions, as the Security Agent considers in its discretion to be appropriate.

#### **39.3 Waiver of rights**

To the extent permitted under applicable law and subject to clause 39.1 (*Enforcement Instructions*), clause 39.2 (*Manner of enforcement*) and clause 40 (*Application of Proceeds*), each of the Finance Parties and the Obligors waives all rights it may otherwise have to require that the Transaction Security be enforced in any particular order or manner or at any particular time or that any amount received or recovered from any person, or by virtue of the enforcement of any of the Transaction Security or of any other security interest, which is capable of being applied in or towards discharge of any of the Secured Obligations is so applied.

#### **39.4 Enforcement through Security Agent only**

- (a) The other Finance Parties shall not have any independent power to enforce, or have recourse to, any of the Transaction Security or to exercise any right, power, authority or discretion arising or to grant any consents or releases under the Security Documents except through the Security Agent (or, if applicable, on the instructions of an ECA) or as required and permitted by this clause 39.4.
- (b) Where a Finance Party (other than the Security Agent) is a party to a Security Document that Finance Party shall:
  - (i) promptly take such action as the Security Agent may reasonably require (acting on the instructions of the Agent) to enforce, or have recourse to, any of the Transaction Security constituted by such Security Document or, for such purposes, to exercise any right, power, authority or discretion arising or to grant any consents or releases under such Security Document or (subject to clause 51.6 (*Releases*)) to release, reassign and/or discharge any such Transaction Security or any guarantee or other obligations under any such Security Document; and
  - (ii) not take any such action except as so required or (in the case of a release) for a release which is expressly permitted or required by the Finance Documents.



- (c) Each Finance Party (other than the Security Agent) which is party to a Security Document shall, promptly upon being requested by the Security Agent to do so, grant a power of attorney or other sufficient authority to the Security Agent or its legal advisers to enable the Security Agent or such legal advisers to enforce or have recourse in the name of such Finance Party to the relevant Transaction Security constituted by such Security Document or to exercise any such right, power, authority or discretion or to grant any such consent or release under such Security Document or to release, reassign and/or discharge any such Transaction Security on behalf of such Finance Party.

#### **40 Application of proceeds**

##### **40.1 Order of application**

All amounts from time to time received or recovered by the Security Agent pursuant to the terms of any Finance Document or in connection with the realisation or enforcement of all or any part of the Transaction Security (other than any amounts received under an ECA Policy, which are for the account of the Lenders as specified therein) (for the purposes of this clause 40, the **Recoveries**) shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause 40), in the following order of priority:

- (a) in discharging any sums owing to the Agent, the Security Agent, the ECA Agent (other than pursuant to clause 38.1 (*Undertaking to pay*) or clause 38.2 (*Parallel debt*)), any Receiver or any Delegate;
- (b) in discharging all costs and expenses incurred by any Finance Party (except any Ancillary Lender) in connection with any realisation or enforcement of the Transaction Security taken in accordance with the terms of this Agreement;
- (c) in payment or distribution to the Agent on its own behalf and on behalf of the other Finance Parties and the ECAs for application in accordance with clause 45.5 (*Partial payments*);
- (d) in discharging all costs and expenses incurred by any Ancillary Lender pro rata in connection with any realisation or enforcement of the Transaction Security taken in accordance with the terms of this Agreement;
- (e) if none of the Obligors is under any further actual or contingent liability under any Finance Document, in payment or distribution to any person to whom the Security Agent is obliged to pay or distribute in priority to any Obligor; and
- (f) the balance, if any, in payment or distribution to the relevant Obligor.

The above order is subject to any provisions to the contrary in a Coordination Agreement and the foregoing shall be without prejudice to any payment waterfall provisions set forth in an ECA Policy in respect of the proceeds of such ECA Policy, which shall govern the payment by the relevant ECA of the proceeds of that ECA Policy and the sharing of such proceeds by the relevant ECA Guaranteed Lenders.

##### **40.2 Security proceeds realised by other Finance Parties**

Where a Finance Party (other than the Security Agent) is a party to a Security Document and that Finance Party receives or recovers any amounts pursuant to the terms of that Security Document or in connection with the realisation or enforcement of all or any part of the Transaction Security

which is the subject of that Security Document then, subject to the terms of that Security Document and to the extent permitted by applicable law, such Finance Party shall account to the Security Agent for those amounts and the Security Agent shall apply them in accordance with clause 40.1 (*Order of application*) as if they were Recoveries for the purposes of such clause or (if so directed by the Security Agent) shall apply those amounts in accordance with clause 40.1 (*Order of application*).

#### **40.3 Investment of cash proceeds**

Prior to the application of any Recoveries in accordance with clause 40.1 (*Order of Application*) the Security Agent may, in its discretion, hold:

- (a) all or part of any Recoveries which are in the form of cash; and
- (b) any cash which is generated by holding, managing, exploiting, collecting, realising or disposing of any proceeds of the Security Property which are not in the form of cash

in one or more interest bearing suspense or impersonal accounts in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Security Agent's discretion in accordance with the provisions of this clause 40.

#### **40.4 Currency conversion**

(a) For the purpose of, or pending the discharge of, any of the Secured Obligations the Security Agent may:

- (i) convert any moneys received or recovered by the Security Agent from one currency to another; and
- (ii) notionally convert the valuation provided in any opinion or valuation from one currency to another,

in each case at the Security Agent's spot rate of exchange for the purchase of that other currency with the currency in which the relevant moneys are received or recovered or the valuation is provided in the London foreign exchange market at or about 11:00 am (London time) on a particular day.

(b) The obligations of any Obligor to pay in the due currency shall only be satisfied:

- (i) in the case of paragraph (a)(i) above, to the extent of the amount of the due currency purchased after deducting the costs of conversion; and
- (ii) in the case of paragraph (a)(ii) above, to the extent of the amount of the due currency which results from the notional conversion referred to in that paragraph.

#### **40.5 Permitted Deductions**

The Agent shall be entitled, in its discretion, (a) to set aside by way of reserve amounts required to meet and (b) to make and pay, any deductions and withholdings (on account of Taxes or otherwise) which it is or may be required by any law or regulation to make from any distribution or payment made by it under this Agreement, and to pay all Taxes which may be assessed against it in respect of any of the Charged Property, or as a consequence of performing its duties or exercising its rights, powers, authorities and discretions, or by virtue of its capacity as Security Agent under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under this Agreement).

#### **40.6 Good discharge**

- (a) Any distribution or payment to be made in respect of the Secured Obligations by the Security Agent may be made to the Agent on behalf of the Finance Parties.
- (b) Any distribution or payment made as described in paragraph (a) above shall be a good discharge, to the extent of that payment or distribution, the Security Agent to the extent of that payment.
- (c) The Security Agent is under no obligation to make the payments to the Agent under paragraph (a) above in the same currency as that in which the Secured Obligations owing to the relevant Finance Party are denominated pursuant to the relevant Finance Document.

#### **40.7 Calculation of amounts**

For the purpose of calculating any person's share of any amount payable to or by it, the Agent shall be entitled to:

- (a) notionally convert the Secured Obligations owed to any person into a common base currency (decided in its discretion by the Security Agent), that notional conversion to be made at the spot rate at which the Security Agent is able to purchase the notional base currency with the actual currency of the Secured Obligations owed to that person at the time at which that calculation is to be made; and
- (b) assume that all amounts received or recovered as a result of the enforcement or realisation of the Security Property are applied in discharge of the Secured Obligations in accordance with the terms of the Finance Documents under which those Secured Obligations have arisen.

#### **40.8 Release to facilitate enforcement and realisation**

- (a) Each Finance Party acknowledges that, for the purpose of any enforcement action by the Security Agent or a Receiver and/or maximising or facilitating the realisation of the Charged Property, it may be desirable that certain rights or claims against an Obligor and/or under certain of the Transaction Security, be released.
- (b) Each other Finance Party hereby irrevocably authorises the Security Agent (acting on the instructions of the Agent) to grant any such releases to the extent necessary to effect such enforcement action and/or realisation including, to the extent necessary for such purpose, to execute release documents in the name of and on behalf of the other Finance Parties.
- (c) Where the relevant enforcement is by way of disposal of shares in an Owner, the requisite release may include releases of all claims (including under guarantees) of the Finance

Parties and/or the Security Agent against such Owner and of all Security Interests over its assets.

**40.9 Dealings with Security Agent**

Each Finance Party shall deal with the Security Agent exclusively through the Agent.

**40.10 Agent's dealings with Hedging Provider**

The Agent shall not be under any obligation to act as agent or otherwise on behalf of any Hedging Provider except as expressly provided for in, and for the purposes of, this Agreement.

**40.11 Disclosure between Finance Parties and Security Agent**

Notwithstanding any agreement to the contrary, each of the Obligors consents, until the end of the Facility Period, to the disclosure by any Finance Party to each other (whether or not through the Agent or the Security Agent) of such information concerning the Obligors as any Finance Party shall see fit.

**40.12 Notification of prescribed events**

- (a) If an Event of Default or Default either occurs or ceases to be continuing, the Agent shall, upon becoming aware of that occurrence or cessation, notify the Security Agent.
- (b) If the Security Agent enforces, or takes formal steps to enforce, any of the Transaction Security it shall notify each other Finance Party of that action.
- (c) If any Finance Party exercises any right it may have to enforce, or to take formal steps to enforce, any of the Transaction Security it shall notify the Security Agent and the Security Agent shall, upon receiving that notification, notify each other Finance Party of that action.
- (d) If an Obligor defaults on any payment due under a Hedging Contract, the Hedging Provider which is party to that Hedging Contract shall, upon becoming aware of that default, notify the Security Agent and the Security Agent shall, upon receiving that notification, notify the Agent.
- (e) If a Hedging Provider terminates or closes-out, in whole or in part, any Hedging Transaction under any Hedging Contract it shall notify the Security Agent and the Security Agent shall, upon receiving that notification, notify the Agent.

**41 Reference Banks**

**41.1 Role of Reference Banks**

- (a) No Reference Bank is under any obligation to provide a quotation or any other information to the Agent.
- (b) No Reference Bank will be liable for any action taken by it under or in connection with any Finance Document, or for any Reference Bank Quotation, unless directly caused by its gross negligence or wilful misconduct.
- (c) No Party (other than the relevant Reference Bank) may take any proceedings against any officer, employee or agent of any Reference Bank in respect of any claim it might have against that Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document, or to any Reference Bank

Quotation, and any officer, employee or agent of each Reference Bank may rely on this clause 41 subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

**41.2 Third party Reference Banks**

A Reference Bank which is not a Party may rely on clause 41 (*Role of Reference Banks*), paragraph (c) of clause 51.3 (*Other exceptions*) and clause 53 (*Confidentiality of Funding Rates and Reference Bank Quotations*) subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

**42 Finance Parties tax affairs**

No provision of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

**43 Finance Parties acting together**

**43.1 Finance Parties acting together**

- (a) Notwithstanding clause 2.2 (*Finance Parties' rights and obligations*), if the Agent makes a declaration under clause 33.20 (*Acceleration*) or notifies the other Finance Parties that it considers it is entitled to make such a declaration, the Agent shall, in the names of all the Finance Parties, take such action on behalf of the Finance Parties and conduct such negotiations with the Borrower and any Group Members and generally administer the Facility in accordance with the wishes of the Majority Lenders. All the Finance Parties shall be bound by the provisions of this clause and no Finance Party shall take action independently against any Obligor or any of its assets without the prior consent of the Majority Lenders.
- (b) Paragraph (a) above shall not override clause 37 (*Roles of Agent, Security Agent, ECA Agent and Arranger*) as it applies to the Security Agent.

**43.2 Conflict and ECA Policy override**

Without limiting in any manner the rights of the Lenders under the Facility, and subject and without prejudice to any amendments, consents or waivers as may be given, consented or agreed to by the Agent which are contrary to or inconsistent with any vote exercised by the relevant ECA Guaranteed Lenders (acting on the instructions of an ECA):

- (a) in case of any conflict between the Finance Documents and any ECA Policy, such ECA Policy shall, as between the relevant ECA Guaranteed Lenders and the relevant ECA, prevail, and to the extent of such conflict or inconsistency, none of the relevant ECA Guaranteed Lenders or the ECA Agent shall assert to the relevant ECA, the terms of the relevant Finance Documents;

- (b) nothing in this Agreement or any Finance Document shall permit or oblige any relevant ECA Guaranteed Lender or the ECA Agent to act (or omit to act) in a manner that is inconsistent with any requirement of an ECA under or in connection with any relevant ECA Policy;
- (c) each ECA Guaranteed Lender and the ECA Agent shall be authorised to take all such actions as it may consider necessary to ensure that all requirements of the relevant ECA under or in connection with a relevant ECA Policy are complied with;
- (d) no Finance Party or the ECA Agent shall be obliged to do anything if, in its opinion, to do so could:
  - (i) result in a breach of any requirement of an ECA under or in connection with any ECA Policy; and/or
  - (ii) affect the validity of any ECA Policy; and/or
  - (iii) otherwise result in an ECA Mandatory Prepayment Event; and
- (e) nothing in this clause 43.2 shall affect the obligations of any Obligor under the Finance Documents.

#### **43.3 Prior consultation with ECAs**

- (a) The Borrower acknowledges that the Agent may, under the terms of an ECA Policy, be required:
  - (i) to consult with the ECA Agent (who shall in turn consult with the relevant ECA), prior to the exercise of decisions under the Finance Documents (including the exercise of such voting rights in relation to any substantial amendment to any Finance Document); and
  - (ii) to follow certain instructions given by the ECA Agent (acting on the instructions of the relevant ECA), subject to clause 43 (*Finance Parties acting together*).
- (b) Each Finance Party will be deemed to have acted reasonably if it has acted on the instructions of the Agent (given by the ECA Agent (acting on the instructions of the relevant ECA) to the Agent in accordance with the terms of the relevant ECA Policy) in the making of any such decision or the taking or refraining from taking any action under any Finance Document to which it is a party.

#### **44 Sharing among the Finance Parties**

##### **44.1 Payments to Finance Parties**

- (a) If a Finance Party (a **Recovering Finance Party**) receives or recovers any amount from an Obligor other than in accordance with clause 45 (*Payment mechanics*) (a **Recovered Amount**) and applies that amount to a payment due under the Finance Documents then:
  - (i) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery, to the Agent;
  - (ii) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with clause 45

*(Payment mechanics)*, without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

- (iii) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the **Sharing Payment**) equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with clause 45.5 (*Partial payments*),

but taking into account, for the avoidance of doubt, that any amounts paid under an ECA Policy are for the account of the relevant ECA Guaranteed Lenders as specified in that ECA Policy.

- (b) Paragraph (a) above shall not apply to any amount received or recovered by an Ancillary Lender in respect of any cash cover provided for the benefit of that Ancillary Lender.

#### **44.2 Redistribution of payments**

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the **Sharing Finance Parties**) in accordance with clause 45.5 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

#### **44.3 Recovering Finance Party's rights**

On a distribution by the Agent under clause 44.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from an Obligor (but not from an ECA), as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

#### **44.4 Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the **Redistributed Amount**); and
- (b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

#### **44.5 Exceptions**

- (a) This clause 44 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this clause, have a valid and enforceable claim against the relevant Obligor.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:

- (i) it notified that other Finance Party of the legal or arbitration proceedings;
- (ii) the taking legal or arbitration proceedings was in accordance with the terms of this Agreement; and
- (iii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

**44.6 Ancillary Lenders**

- (a) This clause 44 shall not apply to any receipt or recovery by a Lender in its capacity as an Ancillary Lender at any time prior to the Agent exercising any of its rights under clause 33.20 (*Acceleration*).
- (b) Following the exercise by the Agent of any of its rights under clause 33.20 (*Acceleration*), this clause 44 shall apply to all receipts or recoveries by Ancillary Lenders.



## Section 11 - Administration

### 45 Payment mechanics

#### 45.1 Payments to the Agent

- (a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document (other than a Hedging Contract), and excluding a payment under the terms of an Ancillary Document, that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in such Participating Member State or London, as specified by the Agent) and with such bank as the Agent, in each case, specifies.

#### 45.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to clause 45.3 (*Distributions to an Obligor*) and clause 45.4 (*Clawback and pre-funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London, as specified by that Party).

#### 45.3 Distributions to an Obligor

The Agent may (with the consent of the Obligor or in accordance with clause 46 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

#### 45.4 Clawback and pre-funding

- (a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) Unless paragraph (c) below applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.
- (c) If the Agent has notified the Lenders that it is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders then if and to the extent

that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrower:

- (i) the Agent shall notify the Borrower of that Lender's identity and the Borrower shall on demand refund it to the Agent; and
- (ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower, shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

#### 45.5 Partial payments

- (a) If the Agent receives a payment for application against amounts due in respect of any Finance Documents (other than, for the avoidance of doubt, payments under an ECA Policy which are for the account of the relevant ECA Guaranteed Lenders as specified therein) that is insufficient to discharge all the amounts then due and payable by an Obligor under those Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:
  - (i) **first**, in or towards payment pro rata of any unpaid amount owing to the Agent, the Security Agent, the ECA Agent or the Mandated Lead Arranger for their own account under those Finance Documents;
  - (ii) **secondly**, in or towards payment to the Lenders pro rata of any amount owing to the Lenders under clause 37.15 (*Lenders' indemnity to the Agent and others*);
  - (iii) **thirdly**, in or towards payment to the Lenders, the Hedging Providers and each ECA pro rata in the following order of:
    - (A) first, any accrued interest, fee or commission (including, without limitation, any ECA Premium and ECA Fees) or any net amount (excluding termination sums or close-out payments in the case of the Hedging Providers) due to them but unpaid under the Finance Documents and the ECA Policies;
    - (B) secondly, any principal (in the case of the Lenders) or any other net amount (including termination sums or close-out payments in the case of the Hedging Providers but without prejudice to clause 34.4 (*Close out of Hedging Contracts*)) due to them but unpaid under this Agreement or any Hedging Contract; and
    - (C) thirdly, any other sum due to them but unpaid under the Finance Documents;
  - (iv) **fourthly**, in or towards payment to the Ancillary Lenders pro rata of any due but unpaid amounts under the Ancillary Facilities; and
  - (v) **fifthly**, in or towards payment pro rata of any other sum due but unpaid to the Finance Parties under the Finance Documents.
- (b) The Agent shall, if so directed by all the Lenders, the ECAs, each Hedging Provider and each Ancillary Lender, vary the order set out in paragraphs (ii) to (v) of paragraph (a) above.

- (c) The foregoing shall be without prejudice to any payment waterfall provisions set forth in any ECA Policy in respect of the proceeds of that ECA Policy, which shall govern the payment by the relevant ECA of the proceeds of that ECA Policy and the sharing of such proceeds by the relevant ECA Guaranteed Lenders.
- (d) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

**45.6 No set-off by Obligors**

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

**45.7 Business Days**

- (a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

**45.8 Currency of account**

- (a) Subject to paragraphs (b) and (c) below, euro is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- (b) A repayment of all or part of a Loan or an Unpaid Sum and each payment of interest shall be made in euro on its due date.
- (c) Each payment in respect of the amount of any costs, expenses or Taxes or other losses shall be made in euro and, if they were incurred in a currency other than euro, the amount payable under the Finance Documents shall be the equivalent in euro of the relevant amount in such other currency on the date on which it was incurred.
- (d) All moneys received or held by the Security Agent or by a Receiver under a Security Document in a currency other than euro may be sold for euro and the Obligor which executed that Security Document shall indemnify the Security Agent against the full cost in relation to the sale. Neither the Security Agent nor such Receiver will have any liability to that Obligor in respect of any loss resulting from any fluctuation in exchange rates after the sale.

**45.9 Change of currency**

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
  - (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrower); and

- (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Interbank Market and otherwise to reflect the change in currency.

**45.10 Disruption to payment systems etc.**

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Borrower that a Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facility as the Agent may deem necessary in the circumstances;
- (b) the Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- (c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;
- (d) any such changes agreed upon by the Agent and the Borrower shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of clause 51 (*Amendments and waivers*);
- (e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this clause 45.10; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

**45.11 Impaired Agent**

- (a) If, at any time, the Agent becomes an Impaired Agent, an Obligor or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with clause 45.1 (*Payments to the Agent*) may instead either pay that amount direct to the required recipient or pay that amount to an interest-bearing account held with an Acceptable Bank within the meaning of paragraph (a) of the definition of Acceptable Bank and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligor or the Lender making the payment and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents. In each case such payments must be made on the due date for payment under the Finance Documents.
- (b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the beneficiaries of that trust account pro rata to their respective entitlements.

- (c) A Party which has made a payment in accordance with clause 45.1 (*Payments to the Agent*) shall be discharged of the relevant payment obligation under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.
- (d) Promptly upon the appointment of a successor Agent in accordance with clause 37.17 (*Replacement of the Agent*), each Party which has made a payment to a trust account in accordance with clause 45.1 (*Payments to the Agent*) shall give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution in accordance with clause 36.2 (*Distributions by the Agent*).

**46 Set-off**

- 46.1** A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

**47 Notices**

**47.1 Communications in writing**

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by letter.

**47.2 Addresses**

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Obligor or Finance Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (a) in the case of any Obligor, that identified with its name in Schedule 1 (*The original parties*) or that identified with Guarantor A in Schedule 1 (*The original parties*);
- (b) in the case of the Agent, the Security Agent and any other original Finance Party, that identified with its name in Schedule 1 (*The original parties*); and
- (c) in the case of each Lender, each Ancillary Lender or other Finance Party, that notified in writing to the Agent on or prior to the date on which it becomes a Party in the relevant capacity,

or, in each case, any substitute address, or department or officer as an Obligor or Finance Party may notify to the Agent (or the Agent may notify to the other Finance Parties and the Obligors who are Parties, if a change is made by the Agent) by not less than five Business Days' notice.

**47.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address, and, if a particular

department or officer is specified as part of its address details provided under clause 47.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Agent or Security Agent will be effective only when actually received by the Agent or the Security Agent and then only if it is expressly marked for the attention of the department or officer identified in Schedule 1 (*The original parties*) (or any substitute department or officer as the Agent or the Security Agent shall specify for this purpose).
- (c) All notices from or to an Obligor shall be sent through the Agent.
- (d) Any communication or document made or delivered to the Borrower in accordance with this clause 47.3 will be deemed to have been made or delivered to each of the Obligors.
- (e) Any communication or document which becomes effective, in accordance with paragraphs (a) to (d) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

#### **47.4 Notification of address**

Promptly upon changing its address, the Agent shall notify the other Parties.

#### **47.5 Electronic communication**

- (a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:
  - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
  - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any such electronic communication or document as specified in paragraph (a) above to be made between an Obligor and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.
- (c) Any such electronic communication or document as specified in paragraph (a) above made or delivered by one Party to another will be effective only when actually received (or made available) in readable form and, in the case of any electronic communication or document made or delivered by a Party to the Agent, only if it is addressed in such a manner as the Agent shall specify for this purpose.
- (d) Any electronic communication or document which becomes effective, in accordance with paragraph (c) above, after 5.00 p.m. in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement or any other Finance Document shall be deemed only to become effective on the following day.

- (e) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this clause 47.5.

**47.6 English language**

- (a) Any notice given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

**47.7 Communication with Agent when Agent is Impaired Agent**

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant parties directly. This provision shall not operate after a replacement Agent has been appointed.

**48 Calculations and certificates**

**48.1 Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

**48.2 Certificates and determinations**

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

**48.3 Day count convention**

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Interbank Market differs, in accordance with that market practice.

**49 Partial invalidity**

If, at any time, any provision of a Finance Document 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 be affected or impaired.

**50 Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Finance Document. No election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

**51 Amendments and waivers**

**51.1 Required consents**

- (a) Subject to clause 51.2 (*All Lender matters*) and clause 51.3 (*Other exceptions*), any term of the Finance Documents may be amended or waived only with the consent of Guarantor A and the Agent (acting on the instructions of the Majority Lenders) and, if it affects the rights and obligations of the Agent, the consent of the Agent, and any such amendment or waiver will be binding on all the Finance Parties and other Obligors.
- (b) The Agent may (or, in the case of the Security Documents, instruct the Security Agent to) effect, on behalf of any Finance Party, any amendment or waiver permitted by this clause 51.
- (c) Without prejudice to the generality of paragraphs (c), (d) and (e) of clause 37.11 (*Rights and discretions of the Agent and the Security Agent*), the Agent may engage, pay for and rely on the services of lawyers in determining the consent level required for and effecting any amendment, waiver or consent under this Agreement.
- (d) Each Obligor agrees to any such amendment or waiver permitted by this clause 51 which is agreed to by Guarantor A. This includes any amendment or waiver which would, but for this paragraph (d), require the consent of the Borrower.
- (e) Amendments to or waivers in respect of clause 8.10 (*ECA Policy*) may only be agreed with the consent of each of the Lenders.
- (f) Amendments to or waivers in respect of any Finance Document may only be agreed in writing.
- (g) The ECA Agent shall deliver to the ECAs (with a copy to the Lenders) promptly and in any event not more than 30 days following any amendment or variation being made to any Finance Document, notice of such amendment or variation in writing.

**51.2 All Lender matters**

Subject to clause 51.5 (*Replacement of Screen Rate*) an amendment, waiver or discharge or release or a consent of, or in relation to, any term of any Finance Document that has the effect of changing or which relates to:

- (a) the definition of "Majority Lenders" in clause 1.1 (*Definitions*);
- (b) the definition of "Last Availability Date" in clause 1.1 (*Definitions*);



- (c) the definitions of “Green Asset Criteria”, “Green Assets”, “Green Finance Second Party Opinion”, “Green Loan”, “Green Loan Compliance Certificate”, “Green Loan Information”, “Green Loan Provisions” and “Green Loan Report” in clause 1.1 (Definitions);
- (d) the definition of “Repeating Representations” in clause 1.1 (Definitions);
- (e) an extension to the date of payment of any amount under the Finance Documents;
- (f) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable or the rate at which they are calculated;
- (g) an increase in any Commitment or the Total Commitments;
- (h) an extension of any period within which the Facility is available for Utilisation;
- (i) any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably;
- (j) a change to the Borrower or any other Obligor;
- (k) clause 8.2 (*Change of control*) and the definition of “Change of Control” in clause 1.1 (Definitions);
- (l) clause 1.9 (*Sanctions – Restricted Lender*), clause 20.34 (*Sanctions*), clause 20.38(c) (*Times when representations are made*), clause 23.13 (*Sanctions*), paragraphs (b), (c) or (d) of clause 26.16 (*Lawful use*) and any of the definitions of “Sanctioned Country”, “Sanctions”, “Sanctions Advisory”, “Sanctions Authority”, “Sanctions List” and “Restricted Party” in clause 1.1 (Definitions);
- (m) any of the Green Loan Provisions;
- (n) any provision which expressly requires the consent or approval of all the Lenders;
- (o) clause 44 (*Sharing among the Finance Parties*);
- (p) clause 2.2 (*Finance Parties’ rights and obligations*), clause 5.1 (*Delivery of a Utilisation Request*), clause 8.1 (*Illegality*), clause 35 (*Changes to the Lenders*), clause 9.9 (*Application of prepayments*), this clause 51, clause 56 (*Governing law*) or clause 57.1 (*Jurisdiction of English courts*);
- (q) the order of distribution under clause 40.1 (*Order of application*);
- (r) the order of distribution under clause 45.5 (*Partial payments*) (unless clause 45.5(b) allows the Majority Lenders to vary such order);
- (s) the currency in which any amount is payable under any Finance Document;
- (t) (other than as expressly permitted by the provisions of any Finance Document) the nature or scope of:
  - (i) any guarantee and indemnity granted under any Finance Document (including the Guarantee under clause 19 (*Guarantee and indemnity*));
  - (ii) the Charged Property; or

- (iii) the manner in which the proceeds of enforcement of the Transaction Security are distributed;
- (u) the release of any of the Transaction Security or any guarantee or other obligation or the circumstances in which any of the Transaction Security or any guarantee or other obligations under any Finance Document is permitted or required to be released under any of the Finance Documents; or
- (v) the nature or scope of any ECA Policy or any release or amendment to any ECA Policy,

shall not be made, or given, without the prior consent of all the Lenders and the ECAs.

### 51.3 Other exceptions

- (a) Amendments to or waivers in respect of the Hedging Contracts may only be agreed by the relevant Hedging Provider.
- (b) Amendments to or waivers in respect of an Ancillary Facility may only be agreed by the relevant Ancillary Lender.
- (c) An amendment or waiver which relates to the rights or obligations of the Agent, the Security Agent, any Hedging Provider, any Ancillary Lender, a Reference Bank or the Arrangers in their respective capacities as such (and not just as a Lender) may not be effected without the consent of the Agent, the Security Agent, the relevant Hedging Provider, that Ancillary Lender, that Reference Bank or the Arrangers (as the case may be).
- (d) Amendments to or waivers of the Finance Documents may not be effected without the prior consent of KEXIM and the ECAs.
- (e) Notwithstanding clauses 51.1 and 51.2 and paragraph (c) above, the Agent may make technical amendments to the Finance Documents arising out of manifest errors on the face of the Finance Documents, where such amendments would not prejudice or otherwise be adverse to the interests of any Finance Party without any reference or consent of the Finance Parties.

### 51.4 Disfranchisement of Defaulting Lenders

- (a) For so long as a Defaulting Lender has any Commitment, in ascertaining (i) the Majority Lenders or (ii) whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments under the Facility, or the agreement of any specified group of Lenders, has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents, that Defaulting Lender's Commitment will be reduced by the amount of its Commitment and, to the extent that the reduction results in that Defaulting Lender's Commitment being zero and it has no participation in the Loan, that Defaulting Lender shall be deemed not to be a Lender for the purposes paragraphs (i) and (ii) above.
- (b) For the purposes of this clause 51.4, the Agent may assume that the following Lenders are Defaulting Lenders:
  - (i) any Lender which has notified the Agent that it has become a Defaulting Lender; and
  - (ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a), (b) or (c) of the definition of **Defaulting Lender** has

occurred, unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

#### 51.5 Replacement of Screen Rate

- (a) Subject to clause 51.3 (*Other exceptions*), if a Screen Rate Replacement Event has occurred, any amendment or waiver which relates to:
- (i) providing for the use of a Replacement Benchmark in place of the Screen Rate; and
  - (ii) any or all of the following:
    - (A) aligning any provision of any Finance Document (other than a Hedging Contract) to the use of that Replacement Benchmark;
    - (B) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);
    - (C) implementing market conventions applicable to that Replacement Benchmark;
    - (D) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or
    - (E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders), KEXIM, the ECAs and the Borrower.

- (b) In this clause 51.5:

**Relevant Nominating Body** means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

**Replacement Benchmark** means:

- (a) the euro short term rate (€STR); or

at the discretion of all the Lenders and the ECAs

- (b) any other a reference rate which is:

- (i) formally designated, nominated or recommended as the replacement for the Screen Rate by:

- (A) the administrator of the Screen Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Screen Rate); or
- (B) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (B) above;

- (ii) in the opinion of the Majority Lenders and the Obligors, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or
- (iii) in the opinion of the Majority Lenders and the Obligors, an appropriate successor to the Screen Rate.

**Screen Rate Replacement Event** means, in relation to the Screen Rate:

- (a) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Majority Lenders and the Borrower materially changed;
- (b) any of the following applies:
  - (i) either:
    - (A) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or
    - (B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent,provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;
  - (ii) the administrator of the Screen Rate publicly announces that it has ceased or will cease, to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;
  - (iii) the supervisor of the administrator of the Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued;
  - (iv) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or
  - (v) the supervisor of the administrator of that Screen Rate makes a public announcement or publishes information:
    - (A) stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic

reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and

- (B) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication; or
- (c) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
  - (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrower) temporary; or
  - (ii) the Screen Rate is calculated in accordance with any such policy or arrangement for a period of no less than 15 Business Days; or
- (d) in the opinion of the Majority Lenders and the Borrower, the Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

## **51.6 Releases**

Except with the approval of the Lenders, the Hedging Providers and the ECAs or for a release which is expressly permitted or required by the Finance Documents, the Agent shall not have authority to authorise the Security Agent to release (nor shall any Finance Party, unless so directed by the Security Agent in accordance with clause 39.4 (*Enforcement through Security Agent only*), release):

- (a) any Charged Property from the Transaction Security; or
- (b) any Obligor from any of its guarantee or other obligations under any Finance Document.

## **51.7 Excluded Commitments**

If any Lender fails to respond to a request for a consent, waiver, amendment of or in relation to any term of any Finance Document, and/or any ECA Policy (as relevant) or any other vote of Lenders under the terms of this Agreement within 30 Business Days of that request being made (unless the Borrower and the Agent agree to a longer time period in relation to any request):

- (a) its Commitment or its participation in the Loan shall not be included for the purpose of calculating the Total Commitments or the amount of the Loan when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments or the amount of the Loan has been obtained to approve that request; and
- (b) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

## **52 Confidential Information**

### **52.1 Confidential Information**

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 52.2 (*Disclosure of Confidential Information*) and clause 52.3 (*Disclosure to numbering service providers*), and to ensure that all Confidential

Information is protected with security measures and a degree of care that would apply to its own confidential information.

## 52.2 Disclosure of Confidential Information

Any Finance Party may disclose (without the consent of the Obligors) to the ECAs or to such Finance Party's head office or to any of its Affiliates or Related Funds (such Affiliates and Related Funds, the **Permitted Parties**) or to any of its or its Affiliates' officers, directors or employees and any other person:

- (a) in the case of a Lender or Hedging Provider, to (or through) whom that Lender or Hedging Provider assigns (or may potentially assign) all or any of its rights under the Finance Documents;
- (b) in the case of a Lender, to whom or for whose benefit that Finance Party charges, assigns or otherwise creates a Security Interest (or may do so) pursuant to clause 35.10 (*Security over Lenders' rights*);
- (c) in the case of a Lender or a Hedging Provider, with (or through) whom that Lender or that Hedging Provider enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Finance Documents or any Obligor; or
- (d) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes; or
- (e) to whom, and to the extent that, information is required, permitted or requested to be disclosed by any court or tribunal of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation,

and any Finance Party or any ECA may disclose to any auditors, rating agencies or to its own or its Permitted Parties' professional advisers, auditors or brokers or insurers or potential reinsurance brokers or direct or indirect credit protection providers and reinsurers that reinsure or may reinsure the EIFO Guarantee Policy pursuant to clause 35.12(d) (*Transfer to an ECA*) (with the consent of the Borrower, or if an Event of Default has happened and is continuing, with the approval of the Majority Lenders), any other person, any information about any Obligor, the Group and the Finance Documents as that Finance Party shall consider appropriate.

## 52.3 Disclosure to numbering service providers

- (a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or one or more Obligors the following information:
  - (i) names of Obligors;
  - (ii) country of domicile of Obligors;
  - (iii) place of incorporation of Obligors;
  - (iv) date of this Agreement;
  - (v) clause 56 (*Governing law*);

- (vi) the names of the Agent and the Arranger;
- (vii) date of each amendment and restatement of this Agreement;
- (viii) amount of Total Commitments;
- (ix) currency of the Facility;
- (x) type of Facility;
- (xi) ranking of Facility;
- (xii) the term of the Facility;
- (xiii) changes to any of the information previously supplied pursuant to paragraphs (i) to (xii) above; and
- (xiv) such other information agreed between such Finance Party and the Borrower,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

- (b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or one or more Obligors by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
- (c) The Borrower represents that none of the information set out in paragraphs (i) to (xiv) above is, nor will at any time be, unpublished price-sensitive information.
- (d) The Agent shall notify the Borrower and the other Finance Parties of:
  - (i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facility and/or one or more Obligors; and
  - (ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or one or more Obligors by such numbering service provider.

#### **52.4 Disclosure of personal data**

- (a) If any Obligor provides the Finance Parties with personal data of any individual as required by, pursuant to, or in connection with the Finance Documents, that Obligor represents and warrants to the Finance Parties that it has, to the extent required by law:
  - (i) notified the relevant individual of the purposes for which data will be collected, processed, used or disclosed;
  - (ii) obtained such individual's consent for, and hereby consents on behalf of such individual to, the collection, processing, use and disclosure of his/her personal data by the Finance Parties,

in each case, in accordance with or for the purposes of the Finance Documents, and confirms that it is authorised by such individual to provide such consent on his/her behalf.

- (b) Each Obligor agrees and undertakes to notify the Agent promptly upon becoming aware of the withdrawal by the relevant individual of his/her consent to the collection, processing, use and/or disclosure by any Finance Party of any personal data provided by that Obligor to any Finance Party.
- (c) Any consent given pursuant to this Agreement in relation to personal data shall, subject to all applicable laws and regulations, survive death, incapacity, bankruptcy or insolvency of any such individual and the termination of this Agreement.

**52.5 Entire agreement**

This clause 52 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

**52.6 Inside information**

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

**52.7 Notification of disclosure**

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrower:

- (a) of the circumstances of any disclosure of Confidential Information made to any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body or the rules of any relevant stock exchange or pursuant to any applicable law or regulation pursuant to clause 52.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any such person during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 52.

**52.8 Continuing obligations**

The obligations in this clause 52 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve months from the earlier of:

- (a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

**52.9 Eksfin disclosure**

The Obligors acknowledge and agree that:



- (a) Eksfin may publish information such as the name of the Borrower and its country of residence, the name of each other Obligor, the name of the Builder, the name of other entities being party to the Transaction Documents, information about the Facility and the relevant purposes, the object of the export (i.e. the Norwegian equipment to be delivered from the Norwegian exporters to the Builder and to be installed into Ship), the classification of the project risk and environmental and social impact, the liabilities guaranteed by Eksfin under the Eksfin Guarantee, the Eksfin Guarantee and the date of issuance of the Eksfin Guarantee. In connection with such disclosure, Eksfin shall have the right to use the Borrower's and/or the Group's (as applicable) logo and trademark; and
- (b) Eksfin may disclose such confidential information as Eksfin shall deem appropriate concerning the Obligors, the project, the export object, the Finance Documents, the Eksfin Guarantee and the guarantee liabilities to:
  - (i) any governmental institution or agency or court of law of Norway;
  - (ii) any relevant office or department of the Organisation for Economic Co-operation and Development (OECD);
  - (iii) any person with whom Eksfin propose to enter (or contemplate entering) into contractual arrangements in relation to the Eksfin Guarantee and/or any relevant finance document; and
  - (iv) any other person regarding the funding, re-financing, transfer, assignment, sale, sub-participation, credit insurance/credit re-insurance or operational arrangement or other transaction in relation to the Eksfin Guarantee and/or any relevant Finance Document, including, without limitation, any enforcement of, or preservation of rights and/or obligations under, the Eksfin Guarantee and/or any relevant Finance Document,provided, in relation to sub-paragraph 52.9(b)(iii) and (iv), that the person to whom any such confidential information is to be given has entered into a Confidentiality Undertaking, except that there shall be no requirement for such Confidentiality Undertaking if the recipient is a person subject to professional obligations laid down by law or terms of employment services to maintain confidentiality of the information received and/or to be received.
- (c) For the purpose of this clause 52.9, **confidential information** means any information concerning the Obligors, the project, the export object and the Finance Documents other than (i) the information referred to in paragraph (a) above, and (ii) any other information about the Obligors, the project, the export object or the Finance Documents made known to the public without any involvement of, and by any party other than, Eksfin.

#### 52.10 KEXIM disclosure

Subject to clauses 52.6 (*Inside information*) and 52.7 (*Notification of disclosure*), the Obligors acknowledge and agree that:

- (a) KEXIM may disclose such confidential information as KEXIM shall deem appropriate concerning the Obligors, the project, the Finance Documents and the KEXIM Direct Advance to:
  - (i) any governmental institution or agency or courts of the Republic of Korea;

- (ii) any relevant bodies, offices or departments of the Organisation for Economic Co-operation and Development (OECD) with regard to the Arrangement on Officially Supported Export Credits;
- (iii) any person with whom KEXIM propose to enter (or contemplate entering) into contractual arrangements in relation to the KEXIM Direct Advance and/or any relevant Finance Document;
- (iv) any other person regarding the funding, re-financing, transfer, assignment, sale, sub-participation, or operational arrangement or other transaction in relation to the KEXIM Direct Advance and/or any relevant Finance Document, including, without limitation, any enforcement of, or preservation of rights and/or obligations under, the KEXIM Direct Advance and/or any relevant Finance Document; and
- (v) any person or entity with whom KEXIM enters into contractual arrangement for matters required in relation to its business or operations,

provided, in relation to sub-paragraphs (a)(iii), (iv) and (v), that the person to whom any such confidential information is to be given has entered into a Confidentiality Undertaking, except that there shall be no requirement for such Confidentiality Undertaking if the recipient is a person subject to professional obligations laid down by law or terms of employment services to maintain confidentiality of the information received and/or to be received.

- (b) For the purpose of this paragraph (b), confidential information means any information concerning the Obligors, the project, the export object and the Finance Documents other than (i) the information referred to in paragraph (a) above, and (ii) any other information about the Obligors, the project, the export object or the Finance Documents made known to the public without any involvement of, and by any party other than, KEXIM.

### **53 Confidentiality of Funding Rates and Reference Bank Quotations**

#### **53.1 Confidentiality and disclosure**

- (a) The Agent and each Obligor agree to keep each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b), (c) and (d) below.
- (b) The Agent may disclose:
  - (i) any Funding Rate (but not, for the avoidance of doubt, any Reference Bank Quotation) to the Borrower pursuant to clause 10.4 (*Notification of rates of interest*); and
  - (ii) any Funding Rate or any Reference Bank Quotation to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender or Reference Bank, as the case may be.

- (c) The Agent may disclose any Funding Rate or any Reference Bank Quotation, and each Obligor may disclose any Funding Rate, to:
  - (i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate or Reference Bank Quotation is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or Reference Bank Quotation or is otherwise bound by requirements of confidentiality in relation to it;
  - (ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;
  - (iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and
  - (iv) any person with the consent of the relevant Lender or Reference Bank, as the case may be.
- (d) The Agent's obligations in this clause 53 relating to Reference Bank Quotations are without prejudice to its obligations to make notifications under clause 10.4 (*Notification of rates of interest*) provided that (other than pursuant to paragraph (b)(i) above) the Agent shall not include the details of any individual Reference Bank Quotation as part of any such notification.

#### **53.2 Related obligations**

- (a) The Agent and each Obligor acknowledge that each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and each Obligor undertake not to use any Funding Rate or, in the case of the Agent, any Reference Bank Quotation for any unlawful purpose.
- (b) The Agent and each Obligor agree (to the extent permitted by law and regulation) to inform the relevant Lender or Reference Bank, as the case may be:
  - (i) of the circumstances of any disclosure made pursuant to clause 53.1(c)(ii) (*Confidentiality and disclosure*) except where such disclosure is made to any of the

persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

- (ii) upon becoming aware that any information has been disclosed in breach of this clause 53.

**53.3 No Event of Default**

No Event of Default will occur under clause 33.5 (*Other obligations*) by reason only of an Obligor's failure to comply with this clause 53.

**54 Counterparts**

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

**55 Contractual recognition of bail-in**

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party (and any other Obligor who is a party to any other Finance Document to which this clause is expressed by the terms of that other Finance Document to apply) acknowledges and accepts that any liability of any Finance Party to another Finance Party or to an Obligor under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
  - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
  - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
  - (iii) a cancellation of any such liability; and
- (b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

## Section 12 - Governing Law and Enforcement

### 56 Governing law

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

### 57 Enforcement

#### 57.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraphs (a) and (b) above, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

#### 57.2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, each Obligor who is a Party (unless it is incorporated in England and Wales):

- (a) irrevocably appoints the person named in Schedule 1 (*The original parties*) as that Obligor's English process agent as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document;
- (b) agrees that failure by an agent for service of process to notify the relevant Obligor of the process will not invalidate the proceedings concerned; and
- (c) if any person appointed as process agent for an Obligor is unable for any reason to act as agent for service of process, that Obligor must immediately (and in any event within ten days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent (including Saville & Co Scrivener Notaries, Cheeswrights LLP and The Law Debenture Corporation p.l.c. or any of their Affiliates providing such professional service) for this purpose.

**This Agreement has been entered into on the date stated at the beginning of this Agreement.**

**Schedule 1**  
**The original parties**

**Borrower**

<b>Name of Borrower:</b>	<b>Seajacks 4 Limited</b>
<b>Jurisdiction of incorporation:</b>	England
<b>Registered office:</b>	South Denes Business Park South Beach Parade Great Yarmouth Norfolk, NR30 3QR United Kingdom
<b>Registered number:</b>	08071473
<b>Shareholder of Borrower:</b>	Guarantor B

**Collateral Guarantor**

<b>Name of Collateral Guarantor:</b>	<b>Seajacks 1 Limited</b>
<b>Jurisdiction of incorporation:</b>	England
<b>Registered office:</b>	South Denes Business Park South Beach Parade Great Yarmouth Norfolk, NR30 3QR United Kingdom
<b>Registered number:</b>	07965945
<b>Shareholder of Borrower:</b>	Guarantor B

**Guarantor A**

<b>Name of Guarantor A:</b>	<b>Cadeler A/S</b>
<b>Jurisdiction of incorporation:</b>	Denmark
<b>Registered office:</b>	Kalvebod Brygge 43 1560 Copenhagen V Denmark
<b>Registered number:</b>	31180503

**Guarantor B**

<b>Name of Guarantor B:</b>	<b>Seajacks International Limited</b>
<b>Jurisdiction of incorporation:</b>	England
<b>Registered office:</b>	South Denes Business Park South Beach Parade Great Yarmouth Norfolk, NR30 3QR United Kingdom
<b>Registered number:</b>	07964749

**Guarantor C**

<b>Name of Guarantor C:</b>	<b>Seajacks UK Limited</b>
<b>Jurisdiction of incorporation:</b>	England
<b>Registered office:</b>	South Denes Business Park South Beach Parade Great Yarmouth Norfolk, NR30 3QR United Kingdom
<b>Registered number:</b>	06106237

**Obligor process agent**

<b>Name:</b>	Seajacks International Limited
<b>Registered office:</b>	South Denes Business Park South Beach Parade Great Yarmouth Norfolk, NR30 3QR United Kingdom

**Obligor address for service of notices**

<b>Address:</b>	Kalvebod Brygge 43 1560 Copenhagen V Denmark
<b>Email:</b>	[REDACTED]

	[REDACTED]
<b>Attention:</b>	[REDACTED]

**Original Eksfin Guaranteed Lenders and their Eksfin Guaranteed Commitments**

<b>Name of Original Eksfin Guaranteed Lender</b>	<b>Facility Office</b>	<b>Notice Details</b>	<b>Eksfin Guaranteed Commitment (€)</b>	<b>Treaty Passport scheme reference number and jurisdiction of tax residence (if applicable)</b>
<b>Société Générale</b>	17 cours Valmy CS 50318 92972 Paris La Défense cedex	Address:  Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex  Attention (operational matters):  [REDACTED]  Attention (credit matters):  [REDACTED]  Email Address (operational matters):  [REDACTED]  Email Address (credit matters):  [REDACTED]	5,002,442.69	5/S/70085/DTTP



		[REDACTED]		
<b>Credit Agricole Corporate and Investment Bank</b>	12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France	Address:  12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France  Attention (operational matters):  [REDACTED]  Attention: (credit matters):  [REDACTED]  Email Address (operational matters):  [REDACTED]  Email Address (credit matters):  [REDACTED]	5,002,442.69	5/C/222082/DTTP
<b>Crédit Industriel et Commercial, New York Branch</b>	520 Madison Avenue 37 <sup>th</sup> floor New York, NY 10022 USA	Address:  520 Madison Avenue 37 <sup>th</sup> Floor New York, NY 10011 USA  Attention (operational matters):	3,348,850.20	5/S/357424/DTTP

		<p>[REDACTED]</p> <p>Email Address (operational matters):</p> <p>[REDACTED]</p> <p>Attention (credit matters):</p> <p>[REDACTED]</p> <p>Email Address (credit matters):</p> <p>[REDACTED]</p>		
<b>KfW IPEX-Bank GmbH</b>	<p>Palmengartenstraße 5-9 60325 Frankfurt am Main Germany</p>	<p>Address:</p> <p>Palmengartenstraße 5-9 60325 Frankfurt am Main Germany</p> <p>Attention (documentation / credit matters):</p> <p>[REDACTED]</p> <p>Email Address:</p> <p>[REDACTED]</p> <p>Attention (loan administrative purposes):</p> <p>[REDACTED]</p> <p>Email Address:</p> <p>[REDACTED]</p>	3,863,833.63	7/K/333018/DTTP
<b>The Korea Development Bank</b>	<p>Maritime Finance 2 Department 22F, BIFC 40 Munhyeongeumyung-ro Nam-gu, Busan 48400 Republic of Korea</p>	<p>Maritime Finance 2 Department 22F, BIFC 40 Munhyeongeumyung-ro Nam-gu, Busan 48400 Republic of Korea</p> <p>Attention:</p> <p>[REDACTED]</p>	4,282,049.05	46/K/362109/DTTP

		Email address: [REDACTED]		
<b>Total Eksfin Guaranteed Commitments:</b>			<b>€21,499,618.26</b>	

**Original EIFO Guaranteed Lenders and their EIFO Guaranteed Commitments**

<b>Name of Original EIFO Guaranteed Lender</b>	<b>Facility Office</b>	<b>Notice Details</b>	<b>EIFO Guaranteed Commitment (€)</b>	<b>Treaty Passport scheme reference number and jurisdiction of tax residence (if applicable)</b>
<b>Société Générale</b>	17 cours Valmy CS 50318 92972 Paris La Défense cedex	Address: Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex Attention (operational matters): [REDACTED] [REDACTED] Attention (credit matters): [REDACTED] Email Address (operational matters):	16,141,215.10	5/S/70085/DTTP

		[REDACTED] Email Address (credit matters): [REDACTED] [REDACTED]		
<b>Credit Agricole Corporate and Investment Bank</b>	12, place des Etats-Unis  CS 70052  92547 Montrouge CEDEX  France	Address:  12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France Attention (operational matters):  [REDACTED] Attention: (credit matters):  [REDACTED] Email Address (operational matters):	16,141,215.10	5/C/222082/DTTP

		<p>[REDACTED]</p> <p>Email Address (credit matters):</p> <p>[REDACTED]</p>		
<p><b>Crédit Industriel et Commercial, New York Branch</b></p>	<p>520 Madison Avenue 37th floor New York, NY 10022 USA</p>	<p>Address:</p> <p>520 Madison Avenue 37<sup>th</sup> Floor  New York, NY 10011  USA</p> <p>Attention (operational matters):</p> <p>[REDACTED]</p> <p>Email Address (operational matters): [REDACTED]</p> <p>Attention (credit matters):</p>	<p>10,805,623.30</p>	<p>5/S/357424/DTTP</p>

		[REDACTED] Email Address (credit matters): [REDACTED]		
<b>KfW IPEX-Bank GmbH</b>	Palmengartenstraße 5-9 60325 Frankfurt am Main Germany	Address:  Palmengartenstraße 5-9 60325 Frankfurt am Main Germany  Attention (documentation / credit matters):  [REDACTED]  Email Address: [REDACTED]  Attention (loan administrative purposes):  [REDACTED]  Email Address: [REDACTED]	12,467,303.17	7/K/333018/DTTP
<b>The Korea Development Bank</b>	Maritime Finance 2 Department 22F, BIFC	Maritime Finance 2 Department 22F, BIFC 40 Munhyeongeumyung-ro	13,816,744.91	46/K/362109/DTTP

	40 Munhyeongeu myung-ro Nam-gu, Busan 48400 Republic of Korea	Nam-gu, Busan 48400 Republic of Korea  Attention: [REDACTED]  Email address: [REDACTED]		
<b>Total EIFO Guaranteed Commitments:</b>			<b>€69,372,101.58</b>	

**Original KEXIM Direct Lender and its commitment**

<b>Name of Original KEXIM Direct Lender</b>	<b>Facility Office</b>	<b>Notice Details</b>	<b>KEXIM Direct Commitment (€)</b>	<b>Treaty Passport scheme reference number and jurisdiction of tax residence (if applicable)</b>
<b>The Export- Import Bank of Korea</b>	38 Eunhaeng- ro Yeongdeungpo- gu Seoul, 07242 Republic of Korea	38 Eunhaeng-ro Yeongdeungpo-gu Seoul, 07242 Republic of Korea BIFC 20F, Munhyeongeumyungro 40 Nam-gu, Busan, Korea (Maritime department)  Attention: [REDACTED]	54,943,468.89	46/E/332636/DTTP

		Email address: [REDACTED]		
<b>Total KEXIM Direct Commitments:</b>			<b>€54,943,468.89</b>	

**Original Commercial Lenders and their Commercial Commitments**

<b>Name of Original Commercial Lender</b>	<b>Facility Office</b>	<b>Notice Details</b>	<b>Commercial Commitment (€)</b>	<b>Treaty Passport scheme reference number and jurisdiction of tax residence (if applicable)</b>
<b>Société Générale</b>	17 cours Valmy CS 50318 92972 Paris La Défense cedex	Address: Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex  Attention (operational matters): [REDACTED]  Attention (credit matters): [REDACTED]	14,540,433.44	5/S/70085/DTPP



		Email Address (operational matters): [REDACTED]		
<b>Credit Agricole Corporate and Investment Bank</b>	12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France	Address: 12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France  Attention (operational matters): [REDACTED]  Attention: (credit matters): [REDACTED]  Email Address (operational matters): [REDACTED]  Email Address (credit matters): [REDACTED]	14,540,433.44	5/C/222082/DTTP

		jonas.gabrielsen@cacib.com		
<b>Crédit Industriel Commercial, New Branch  et York</b>	520 Madison Avenue 37 <sup>th</sup> floor New York, NY 10022 USA	Address:  520 Madison Avenue 37 <sup>th</sup> Floor New York, NY 10011 USA  Attention (operational matters):  [REDACTED]  Email Address (operational matters):  [REDACTED]  Attention (credit matters):  [REDACTED]  Email Address (credit matters):  [REDACTED]	9,733,991.23	5/S/357424/DTTP
<b>KfW IPEX- Bank GmbH</b>	Palmengartenst raße 5-9 60325 Frankfurt am Main Germany	Address:  Palmengartenstraße 5-9 60325 Frankfurt am Main Germany  Attention (documentation / credit matters): [REDACTED]  Email Address:  [REDACTED]  Attention (loan administrative purposes):  [REDACTED]  Email Address:	11,230,876.41	7/K/333018/DTTP

		[REDACTED]		
<b>The Korea Development Bank</b>	Maritime Finance 2 Department 22F, BIFC 40 Munhyeongeumyung-ro Nam-gu, Busan 48400 Republic of Korea	Maritime Finance 2 Department 22F, BIFC 40 Munhyeongeumyung-ro Nam-gu, Busan 48400 Republic of Korea  Attention: [REDACTED]  Email address: [REDACTED]	12,446,489.22	46/K/362109/DTTP
<b>Total Commercial Commitments:</b>			<b>€62,492,223.74</b>	

<b>Total Commitments:</b>			<b>€208,307,412.47</b>	
---------------------------	--	--	------------------------	--

**The Agent**

<b>Name:</b>	Société Générale
<b>Facility office and notice details</b>	Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex  Attention: [REDACTED]  E-mail Address: [REDACTED]

**The Security Agent**

<b>Name:</b>	Société Générale
<b>Facility office and notice details</b>	Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex  Attention:  [REDACTED]  E-mail Address:  [REDACTED]

**The ECA Agent**

<b>Name:</b>	Société Générale
<b>Facility office and notice details</b>	Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex  Attention:  [REDACTED]  E-mail Address:  [REDACTED]

**The Mandated Lead Arranger**

<b>Name:</b>	Société Générale
<b>Facility office and notice details</b>	Société Générale 17 cours Valmy

	<p>CS 50318 92972 Paris La Défense cedex</p> <p>Attention: [REDACTED]</p> <p>E-mail Address: [REDACTED]</p>
--	---

**The ECA Coordinator**

<b>Name:</b>	Société Générale
<b>Facility office and notice details</b>	<p>Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex</p> <p>Attention: [REDACTED]</p> <p>E-mail Address: [REDACTED]</p>

**The Green Loan Arranger**

<b>Name:</b>	Société Générale
<b>Facility office and notice details</b>	Société Générale 17 cours Valmy CS 50318 92972 Paris La Défense cedex  Attention:  [REDACTED]  E-mail Address:  [REDACTED]

**The Lead Arrangers**

<b>Name:</b>	Credit Agricole Corporate and Investment Bank
<b>Facility office and notice details</b>	Address:  12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France  Attention (operational matters):  [REDACTED]  Attention: (credit matters):  [REDACTED]

	<p>Email Address (operational matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>
<b>Name:</b>	Crédit Industriel et Commercial, New York Branch
<b>Facility office and notice details</b>	<p>Address: 520 Madison Avenue 37th Floor New York, NY 10011 USA</p> <p>Attention (operational matters): [REDACTED]</p> <p>Email Address (operational matters): [REDACTED]</p> <p>Attention (credit matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>
<b>Name:</b>	KfW IPEX-Bank GmbH
<b>Facility office and notice details</b>	<p>Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany</p> <p>Attention (documentation / credit matters): [REDACTED]</p>

	<p>Email Address:</p> <p>[REDACTED]</p> <p>Attention (loan administrative purposes):</p> <p>Nauman Ahmad Email Address:</p> <p>[REDACTED]</p>
<b>Name:</b>	The Korea Development Bank
<b>Facility office and notice details</b>	<p>Maritime Finance 2 Department  22F, BIFC  40 Munhyeongeumyung-ro  Nam-gu, Busan 48400  Republic of Korea Attention:</p> <p>[REDACTED]</p>



**The Original Hedging Providers**

<b>Name:</b>	Société Générale
<b>Facility office and notice details</b>	<p>Société Générale  17 cours Valmy  CS 50318  92972 Paris La Défense cedex</p> <p>Attention:</p> <p>[REDACTED]</p> <p>Email Address:</p> <p>[REDACTED]</p>
<b>Name:</b>	Credit Agricole Corporate and Investment Bank
<b>Facility office and notice details</b>	<p>Address:</p> <p>12, place des Etats-Unis  CS 70052  92547 Montrouge CEDEX  France</p> <p>Attention (operational matters):</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Email Address (operational matters):</p> <p>[REDACTED]</p>
<b>Name:</b>	Crédit Industriel et Commercial, New York Branch
<b>Facility office and notice details</b>	<p>Address:</p> <p>520 Madison Avenue  37th Floor  New York, NY 10011  USA</p> <p>Attention (operational matters):</p>

	<p>[REDACTED]</p> <p>Email Address (operational matters):</p> <p>[REDACTED]</p> <p>Attention (credit matters):</p> <p>[REDACTED]</p> <p>Email Address (credit matters):</p> <p>[REDACTED]</p>
<b>Name:</b>	The Export-Import Bank of Korea
<b>Facility office and notice details</b>	<p>(Global Market Department) 38 Eunhaeng-ro Yeongdeungpo-gu Seoul, 07242 Republic of Korea</p> <p>Attention:</p> <p>[REDACTED]</p> <p>Email address:</p> <p>[REDACTED]</p>
<b>Name:</b>	KfW IPEX-Bank GmbH
<b>Facility office and notice details</b>	<p>Address:</p> <p>Palmengartenstraße 5-9 60325 Frankfurt am Main Germany</p> <p>Attention (documentation / credit matters):</p> <p>[REDACTED] Email Address:</p> <p>[REDACTED]</p> <p>Attention (loan administrative purposes):</p>

	[REDACTED] Email Address: [REDACTED]
<b>Name:</b>	The Korea Development Bank
<b>Facility office and notice details</b>	14 Eunhaeng-ro Yeongdeungpo-gu Seoul, 07242 Republic of Korea  Attention: [REDACTED]  Email address: [REDACTED]

**The Account Bank**

<b>Name:</b>	DNB Bank ASA
<b>Address:</b>	Dronning Eufemias Gate 30 0191, Oslo Norway

**Schedule 2**  
**Ship information**

<b>Ship A</b>	
<b>Hull Number:</b>	H3307
<b>Owner of Ship:</b>	Seajacks 4 Limited (being the Borrower)
<b>Scheduled Delivery Date:</b>	31 January 2026
<b>Backstop Date:</b>	The date falling 360 days after the Scheduled Delivery Date
<b>Expected Flag State:</b>	Republic of the Marshall Islands
<b>Expected Port of Registry:</b>	Majuro
<b>Major Casualty Amount:</b>	€2,000,000
<b>Classification Society:</b>	DNV
<b>Classification:</b>	+ 1A Self-Elevating Wind Turbine Installation Unit, Crane Unit, Crane, Clean (Design, Tier III), BWM (T), NAUT (OSV), DYNPOS (AUTR), E0, HELDK, Recyclable, ECA (SOx-A), Battery (Power), COMF-MOU (3), Gas ready ammonia (D, P)
<b>Building Contract details:</b>	Shipbuilding contract dated 2 December 2021 (as amended by an amendment no.1 dated 12 May 2022 and as may be further amended from time to time) and made between (i) the Builder and (ii) Windpower Bravo Limited, and novated to the Borrower pursuant to a novation agreement dated 11 December 2023 and made between (i) the Builder, (ii) Windpower Bravo Limited, (iii) Eneti Inc. and (iv) the Borrower, for the construction by the Builder of Ship A and its purchase by the Borrower.
<b>Estimated Contract Price:</b>	USD 324,405,894
<b>Builder's name:</b>	Hanwha Ocean Co., Ltd. (formerly known as Daewoo Shipbuilding & Marine Engineering Co., Ltd.)
<b>Builder's jurisdiction of incorporation:</b>	Republic of Korea
<b>Builder's registered office:</b>	3370 Geoje-Daero, Geoje-Si, Gyeongsangnam-Do, Republic of Korea, 100-180
<b>Initial Bareboat Charter description</b>	Reference is made to the Initial Bareboat Charter between the Borrower as owner and Guarantor A or, as the case may be, Guarantor C, as bareboat charterer, the form of which shall be

	delivered by Guarantor A to the Agent prior to the delivery of the Utilisation Request to the Agent.
<b>Initial Charters and Initial Charterers description</b>	Reference is made to the list of Initial Charters and the timeline and particulars of employment to be delivered by Guarantor A to the Agent prior to the delivery of the Utilisation Request to the Agent, providing for a minimum aggregate fixed hire period or total employment or service of at least 16 months over the course of a maximum period of 30 months from Delivery, detailing scheduled deliveries or commissioning of Ship A under its Initial Charters which allow for fulfilment of all such Initial Charters within 30 months from Delivery.

<b>Collateral Ship</b>	
<b>Hull Number:</b>	H3306
<b>Owner of Ship:</b>	Seajacks 1 Limited (being the Collateral Guarantor)
<b>Scheduled Delivery Date:</b>	31 January 2025
<b>Expected Flag State:</b>	Republic of the Marshall Islands
<b>Expected Port of Registry:</b>	Majuro
<b>Major Casualty Amount:</b>	€2,000,000
<b>Classification Society:</b>	DNV
<b>Classification:</b>	+ 1A Self-Elevating Wind Turbine Installation Unit, Crane Unit, Crane, Clean (Design, Tier III), BWM (T), NAUT (OSV), DYNPOS (AUTR), E0, HELDK, Recyclable, ECA (SOx-A), Battery (Power), COMF-MOU (3), Gas ready ammonia (D, P)
<b>Building Contract details:</b>	Shipbuilding contract dated 11 May 2021 (as amended by an amendment no.1 dated 12 May 2022 and as may be further amended from time to time) and made between (i) the Builder and (ii) Windpower Alpha Limited, and novated to the Collateral Guarantor pursuant to a novation agreement dated 22 November 2023 and made between (i) the Builder, (ii) Windpower Alpha Limited, (iii) Eneti Inc. and (iv) the Collateral Guarantor, for the construction by the Builder of the Collateral Ship and its purchase by the Collateral Guarantor.
<b>Estimated Contract Price:</b>	USD 330,363,000
<b>Builder's name:</b>	Hanwha Ocean Co., Ltd. (formerly known as Daewoo Shipbuilding & Marine Engineering Co., Ltd.)
<b>Builder's jurisdiction of incorporation:</b>	Republic of Korea
<b>Builder's registered office:</b>	3370 Geoje-Daero, Geoje-Si, Gyeongsangnam-Do, Republic of Korea, 100-180
<b>Initial Bareboat Charter description</b>	Reference is made to the Initial Bareboat Charter between the Collateral Guarantor as owner and Guarantor A or, as the case may be, Guarantor C, as bareboat charterer, the form of which shall be delivered by Guarantor A to the Agent prior to the delivery of the Utilisation Request (as defined in the Collateral Facility Agreement) under the Collateral Facility Agreement.
<b>Initial Charters and Initial Charterers description</b>	Reference is made to the list of Initial Charters and the timeline and particulars of employment to be delivered by Guarantor A to the Agent prior to the delivery of the Utilisation Request (as defined in

	the Collateral Facility Agreement) under the Collateral Facility Agreement, providing for a minimum aggregate fixed hire period or total employment or service of at least 16 months over the course of a maximum period of 30 months from the Collateral Ship's delivery, detailing scheduled deliveries or commissioning of the Collateral Ship under its Initial Charters which allow for fulfilment of all such Initial Charters within 30 months from delivery of the Collateral Ship.
--	---

**Schedule 3**  
**Conditions precedent**

Part 1  
**Initial conditions precedent**

**1 Original Obligors' corporate documents**

- (a) A copy of the Constitutional Documents of each Original Obligor.
- (b) A copy of a resolution of the board of directors of each Original Obligor (or, if applicable, any committee of such board empowered to approve and authorise the following matters):
  - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party (its **Relevant Documents**) and resolving that it execute, deliver and perform the Relevant Documents to which it is a party;
  - (ii) authorising a specified person or persons to execute its Relevant Documents on its behalf; and
  - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request and any Selection Notice) to be signed and/or despatched by it under or in connection with its Relevant Documents.
- (c) If applicable, a copy of a resolution of the board of directors of the relevant company, establishing any committee referred to in paragraph (b) above and conferring authority on that committee.
- (d) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above in relation to its Relevant Documents and related documents.
- (e) If applicable, a copy of a resolution signed by all the holders of the issued shares in each Original Obligor (other than Guarantor A), approving the terms of, and the transactions contemplated by, its Relevant Documents.
- (f) A certificate of each Original Obligor (signed by an authorised signatory) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on any Original Obligor (as applicable) to be exceeded.
- (g) A copy of any power of attorney under which any person is appointed by any Original Obligor to execute any of its Relevant Documents on its behalf.
- (h) A copy of a certificate of no winding-up order in respect of the Borrower.
- (i) A certificate of an authorised signatory of each relevant Original Obligor certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement and that any such resolutions or power of attorney have not been revoked.



## 2 Legal opinions

The following legal opinions, each addressed to the Agent, the Security Agent, the ECA Agent, each ECA, the Original Lenders and the Original Hedging Providers, substantially in the form distributed to the Original Lenders, the Original Hedging Providers and each ECA and approved by the Agent prior to signing this Agreement and capable of being relied upon by any persons who become Lenders or Hedging Providers pursuant to the primary syndication of the Facility:

- (a) a legal opinion of Norton Rose Fulbright LLP on matters of English law;
- (b) a legal opinion of Moalem Weitemeyer Advokatpartnerselskab on matters of Danish law;
- (c) legal opinion of Advokatfirmaet BÅHR AS on matters of Norwegian law; and
- (d) such other opinions or confirmations from relevant legal counsel selected by the Agent in respect of any matters in relation to this Agreement as the Agent shall deem necessary or desirable.

## 3 Other documents and evidence

- (a) Evidence that any process agent referred to in clause 57.2 (*Service of process*) or any equivalent provision of any other Finance Document entered into on or around the date of this Agreement, has accepted its appointment.
- (b) A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document provided that such Authorisation or other document, opinion or assurance is requested at least five Business Days prior to the date on which the Utilisation Request is delivered by the Borrower to the Agent pursuant to clause 5.1 (*Delivery of a Utilisation Request*).
- (c) The Original Financial Statements.
- (d) The Fee Letters duly executed and evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clause 13 (*Fees*) and clause 18 (*Costs and expenses*) have been paid or will be paid by the Utilisation Date.
- (e) Confirmation from each ECA that such ECA accepts the terms of this Agreement and the other Finance Documents (or, in the case of EIFO, that it does not wish or intend to review them).
- (f) The Coordination Agreements duly executed by all parties to them other than the Security Agent and (if it is to be a party) the Agent.
- (g) If the Borrower elects to seek the application of clause 5.5 (*Pre-placement of Advances*), evidence that the Borrower has entered into the Pre-Placement Hedging Transactions on terms acceptable to the Agent in all respects and compatible in all respects with the provisions of clause 5.5 (*Pre-placement of Advances*).

**4 Eksfin**

- (a) A duly executed copy of the relevant Eksfin Guarantee, on terms satisfactory to the ECA Agent and the Eksfin Guaranteed Lenders, which is in full force and effect, except for the payment of the relevant portion of the Eksfin Premium.
- (b) The Borrower having provided to the ECA Agent a copy of a payment confirmation evidencing and, if available, tracking (including UETR code to the beneficiary bank) payment to Eksfin of the relevant Eksfin flat upfront fee, as agreed in the relevant Fee Letter pursuant to clause 13.6(a) (*ECA Fees*).
- (c) Eksfin has approved in writing this Agreement.

**5 EIFO**

- (a) A duly executed copy of the relevant EIFO Guarantee Policy, on terms satisfactory to the ECA Agent and the EIFO Guaranteed Lenders, which is in full force and effect, except for the payment of the relevant portion of the EIFO Premium.
- (b) Evidence that the EIFO Guarantee Policy (as defined in the Collateral Facility Agreement) is in full force and effect, except for the payment of the relevant portion of the EIFO Premium.
- (c) Evidence of payment to EIFO of the relevant EIFO flat upfront fee, as agreed in the relevant Fee Letter pursuant to clause 13.6(a) (*ECA Fees*).

**6 Bank accounts**

Evidence that any Account required to be established under clause 30 (*Bank accounts*) and the Debt Service Reserve Account (as defined in the Collateral Facility Agreement) has been opened and established, that any Account Security or Collateral Account Security in respect of each such Account has been executed and delivered by the relevant Account Holder(s) and that any notice required to be given to an Account Bank under that Account Security or Collateral Account Security has been given to it and acknowledged by it in the manner required by that Account Security or Collateral Account Security.

**7 Construction matters**

A copy, certified by an approved person to be a true and complete copy, of the Building Contract Documents for Ship A.

**8 Share Security**

Duly executed and dated copies of the Share Security and the Collateral Share Security, together with all duly executed notices, acknowledgments, letters, transfers, certificates and other documents required to be delivered thereunder.

**9 People with Significant Control (PSC) regime**

In respect of any Obligor incorporated in the United Kingdom, either:

- (a) a certificate of an authorised signatory of the relevant Obligor certifying that:

- (i) each Group Member has complied within the relevant timeframe with any notice it has received pursuant to Part 21A of the Companies Act 2006 from that Obligor; and
- (ii) no “warning notice” or “restrictions notice” (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued in respect of its shares,

together with a copy of the “PSC register” (within the meaning of section 790C(10) of the Companies Act 2006) of the relevant Obligor, which is certified by an authorised signatory of the relevant Obligor to be correct, complete and not amended or superseded as at a date no earlier than the date three Business Days before the date of this Agreement; or

- (b) a certificate of an authorised signatory of the relevant Obligor certifying that it is not required to comply with Part 21A of the Companies Act 2006.

**10 “Know your customer” information**

Such documentation and information as any Finance Party may reasonably request through the Agent to comply with “know your customer” or similar identification procedures under all laws and regulations applicable to that Finance Party.

**11 Ancillary Facilities**

A copy of any facility agreement entered into pursuant to clause 6 (*Ancillary Facilities*) between the Borrower and an Ancillary Lender duly executed by the Borrower, constituting an Ancillary Facility.

Part 2  
**Conditions precedent on Delivery (Ship A)**

**1 Corporate documents**

- (a) A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended (or, to the extent that there have been any changes to such copy documents, the documents listed in paragraph 1 of Part 1 of this Schedule).
- (b) A certificate of an authorised signatory of each other Original Obligor which is party to any of the Original Security Documents required to be executed at or before Delivery of the relevant Ship certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended (or, to the extent that there have been any changes to such copy documents, the documents listed in paragraph 1 of Part 1 of this Schedule).
- (c) If the Flag State in respect of Ship A is the Republic of the Marshall Islands, a Certificate of Goodstanding issued by the Registrar of Corporations of the Republic of the Marshall Islands in respect of the status of the Borrower as a Foreign Maritime Entity (or any equivalent certificate of goodstanding required by any other applicable Flag State).

**2 Security**

- (a) The Mortgage, the General Assignment and (if applicable) the Deed of Covenant in respect of Ship A duly executed by the relevant Owner.
- (b) The General Assignment in respect of Ship A executed by the relevant Bareboat Charterer.
- (c) Duly executed notices of assignment (including notices of assignment of the Earnings or, with respect to an Initial Charter for which a Quiet Enjoyment Agreement is to be entered into, all the rights under each Initial Charter for Ship A, subject to the terms of clause 25.8(e)(ii) (*Chartering*)) and (on a reasonable efforts basis, unless such notice relates to an assignment of a Bareboat Charter or any charter commitment for which a Quiet Enjoyment Agreement is to be entered into where the relevant Ship has already been delivered under such charter commitment) acknowledgements of those notices as required by any of the above Security Documents, provided that no notices should be given in respect of a charter commitment or any guarantee in respect of such charter commitment (as applicable) if such charter commitment is not a Charter (and such guarantee is not a Charter Guarantee) or if an assignment would be in conflict with the relevant charter commitment or guarantee (but without prejudice to the provisions of clause 25.8(e) (*Chartering*)).
- (d) A Subordination Deed, if and to the extent required under the provisions of 31.3 (*Financial Indebtedness*) or 31.5 (*Loans and credit*) on account of any Financial Indebtedness incurred by the Borrower.
- (e) Each Quiet Enjoyment Agreement required as a condition to the granting of the Mortgage over Ship A or under any charter commitment for Ship A and/or the assignment of any

rights under any charter commitment for Ship A, where Ship A is to be delivered under such charter commitment on or has been delivered prior to the Utilisation, duly executed by the Borrower or, as applicable, Bareboat Charterer, the Security Agent and the relevant charterer (the Borrower hereby representing that no such charter commitment exists at the relevant time for Ship A).

**3 Delivery and registration of Ship**

Evidence that Ship A:

- (a) is (or will upon the release of the proceeds of the Utilisation be) legally and beneficially owned by the Borrower and registered in the name of the Borrower free from any Security Interests (other than Security Interests created under the Finance Documents and/or the Collateral Finance Documents) through the relevant Registry as a ship under the laws and flag of the relevant Flag State;
- (b) is classed with the relevant Classification free of overdue requirements and overdue recommendations of the relevant Classification Society affecting class (including by way of an interim class certificate);
- (c) is insured in the manner required by the Finance Documents;
- (d) has been delivered to, and accepted for service by, the Bareboat Charterer under the relevant Bareboat Charter;
- (e) is free of any charter commitment (other than a Bareboat Charter and the Initial Charters for Ship A) which would require approval under the Finance Documents; and
- (f) is not subject to any prior registration (other than through the relevant Registry in the relevant Flag State) or that any prior registration has been or will (within such period as may be approved) be cancelled.

**4 Mortgage registration**

Evidence that the Mortgage in respect of Ship A has been (or will upon the release of the proceeds of the Utilisation be) registered against Ship A through the relevant Registry under the laws and flag of the relevant Flag State.

**5 Legal opinions**

The following further legal opinions, each addressed to the Agent, the Security Agent, each ECA, the Original Lenders and the Original Hedging Providers, substantially in the form distributed to the Original Lenders, the Original Hedging Providers and each ECA and approved by the Agent prior to signing this Agreement in relation to Security Documents and each ECA Policy for the relevant Ship and capable of being relied upon by any persons who become Lenders or Hedging Providers pursuant to the primary syndication of the Facility:

- (a) a legal opinion of Norton Rose Fulbright LLP on matters of English law;
- (b) a legal opinion of Moalem Weitemeyer Advokatpartnerselskab on matters of Danish law;
- (c) legal opinion of Advokatfirmaet BAHR AS on matters of Norwegian law;

- (d) a legal opinion from legal counsel on matters of law of the relevant Flag State of Ship A; and
- (e) such other opinions or confirmations from relevant legal counsel selected by the Agent in respect of any matters in relation to this Agreement as the Agent shall deem necessary or desirable.

6 **Insurance**

In relation to the Ship A's Insurances:

- (a) an opinion from insurance consultants appointed by the Agent on such Insurances;
- (b) evidence that such Insurances have been placed in accordance with clause 27 (*Insurance*); and
- (c) evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking (including fleet premium lien waivers) in favour of the Agent in an approved form in relation to the Insurances provided the same is requested at least 5 Business Days prior to the date on which the Utilisation Request is delivered.

7 **ISM and ISPS Code**

Copies of:

- (a) the document of compliance issued in accordance with the ISM Code to the person who is the operator of Ship A for the purposes of that code; and
- (b) if so requested by the Agent no later than 5 Business Days prior to the date on which the Utilisation Request is delivered by the Borrower (or Guarantor A on its behalf), any other certificates issued under any applicable code required to be observed by Ship A or in relation to its operation under any applicable law.

8 **Value of security**

Valuations of Ship A obtained (not more than 60 days before the Utilisation Date) in accordance with clause 28 (*Minimum security value*) showing the market value of Ship A.

9 **Construction matters**

- (a) Evidence that any Authorisations required from any government entity for the export of Ship A by the Builder have been obtained or that no such Authorisations are required.
- (b) Evidence of the full Contract Price for Ship A (as adjusted in accordance with the relevant Building Contract, including amounts payable thereunder in respect of any variation orders for equipment or liquidated damages) showing that the amount of the Loan is in compliance with the requirements of 5.3 (*Currency and amount*).
- (c) Evidence that the full Contract Price for Ship A (as adjusted in accordance with its Building Contract, including amounts payable thereunder in respect of any variation orders for equipment) will have been paid upon the Utilisation being made and that the relevant Builder will not have any lien or other right to detain Ship A on its Delivery.

- (d) Evidence that the amount of the Contract Price for Ship A paid by the Borrower (excluding such portion of the Contract Price falling due on Delivery in settlement of which the Advances paid to the Borrower or, as the case may be, the Builder pursuant to clause 5.4(d) (*Lenders' participation*) shall be applied) is greater than the Total EIFO Guaranteed Commitments.
- (e) A copy of the builder's certificate and (if applicable) any bill of sale conveying title of Ship A to the relevant Owner and the relevant protocol of delivery and acceptance and commercial invoice and, if so requested by the Agent no later than 5 Business Days prior to the date on which the Utilisation Request is delivered, any other certificates or documents required under the relevant Building Contract.
- (f) Evidence that an independent third-party assessment has been carried out to ascertain that the relevant Builder in respect of Ship A has implemented appropriate management systems and practices with respect to environmental issues, health & safety and labour & working conditions, in substance and form satisfactory to the ECAs.

10 **Fees and expenses**

Evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clause 13 (*Fees*) and clause 18 (*Costs and expenses*) have been paid or will be paid by the Utilisation Date.

11 **Inventory of Hazardous Materials**

A copy of the certificate being the document listing all the potentially hazardous materials on board Ship A.

12 **Initial Bareboat Charter**

In relation to Ship A's Initial Bareboat Charter, a copy of such Initial Bareboat Charter executed by all parties to it (i) evidencing that the Initial Bareboat Charterer and the terms of such Initial Bareboat Charter reflect the terms of the form of Initial Bareboat Charter provided to the Agent as described in Schedule 2 (*Ship information*) and, providing for charter hire which, for the entire tenor of the same, is not less than the Minimum Bareboat Charter Hire or (ii) in such form and substance acceptable to the Majority Lenders.

13 **Initial Charters**

In relation to Ship A's Initial Charters:

- (a) to the extent such disclosure does not constitute a breach of the relevant Initial Charter, a description of the main terms of each Initial Charter; and
- (b) a copy of the timeline and particulars of employment as described in Schedule 2 (*Ship information*) (updated to the extent that there have been any changes to such timeline and particulars of employment) certified by an approved person as being a true and complete copy as at a date no earlier than a date approved for this purpose, evidencing that Ship A's Initial Charters provide for a minimum aggregate fixed hire period or total employment or service of at least 16 months over the course of a maximum period of 30 months from Delivery.



14 **Management**

Where a manager of Ship A has been approved in accordance with clause 25.4 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of the Management Agreement relating to Ship A in form and substance in all respects approved.

15 **Process Agent**

Evidence that any process agent of any Obligor referred to in any provision of any Finance Document to be entered into under this Part 2 has accepted its appointment.

16 **ECA Policies**

- (a) An original counterpart of each ECA Policy, duly executed by the relevant ECA, in form and substance satisfactory to the Agent, the ECA Agent and the Lenders.
- (b) A legal opinion of the legal advisers to the Agent in Denmark, substantially in the form approved by the Security Agent and the Lenders, which shall include confirmation that the EIFO Guarantee Policy has been duly issued for the benefit of the Lenders by EIFO and that it is in full force and effect.
- (c) A legal opinion of the legal advisers to the Agent in Norway, substantially in the form approved by the Security Agent and the Lenders, which shall include confirmation that the Eksfin Guarantee has been duly issued for the benefit of the Lenders by Eksfin and that it is in full force and effect.
- (d) Documents evidencing that the ECA Premium and ECA Fees in relation to each ECA Policy and any costs and expenses which are then due and payable to any ECA have been paid by the Borrower and received by each ECA in full, including a copy of each invoice or invoices for each ECA Premium and each ECA Fee in relation to each ECA Policy.
- (e) Eksfin has received an itemised statement, fee letter or list (in form and substance satisfactory to Eksfin) specifying all other premiums, fees, charges, commissions, etc. payable by the Borrower or any other Obligor to any party under or in relation to this Agreement.
- (f) Confirmation from the ECA Agent to the Agent (in a manner satisfactory to the Agent) that each ECA has confirmed: (i) that the relevant ECA Policy has become effective and (ii) it has, or will upon the Delivery Date have, received in full the ECA Fees and the relevant portion of the ECA Premium and due and payable.
- (g) The Agent has not been informed in writing that any ECA intends to, nor that either ECA has stipulated in writing its intention to, repudiate or suspend the application of its ECA Policy.
- (h) No ECA has instructed the ECA Agent that the relevant ECA Advance should not be permitted or made available by the Lenders or, as the case may be, the Agent.
- (i) A copy of the relevant exporter declaration in the form required by any ECA duly signed by an authorised signatory of the relevant Builder in respect of Ship A (including, without limitation, in the case of Eksfin to the extent that the duly signed Eksfin standard exporter declarations have not already been delivered to Eksfin, no later than ten Business Days prior to the Delivery Date, Eksfin shall have received copies of the duly signed Eksfin standard exporter declarations from the relevant exporters).

- (j) A due diligence report (prepared in-house by Eksfin or by an external environmental and social consultant of international repute) in relation to all relevant environmental and social laws and standards in relation to Ship A. Any fee payable to an external consultant, if applicable, shall be paid by the Borrower (or any other Obligor as applicable).
- (k) Confirmation from EIFO that:
  - (i) it has received a list in form satisfactory to it of all equipment sourced from Denmark and other countries outside the Republic of Korea to justify EIFO support; and
  - (ii) EIFO accepts the terms of this Agreement and the other Finance Documents or that it does not wish or intend to review them.

17 **Debt Service Reserve Account balances**

Evidence that the Borrower is in compliance with the minimum credit balances of any Debt Service Reserve Account required under clause 30.3 (*Debt Service Reserve Account*).

18 **Employment Compliance Certificate**

An Employment Compliance Certificate, duly executed by the chief financial officer of Guarantor A.

19 **People with Significant Control (PSC) regime**

In respect of any Obligor incorporated in the United Kingdom, either:

- (a) a certificate of an authorised signatory of the relevant Obligor certifying that:
  - (i) each Group Member has complied within the relevant timeframe with any notice it has received pursuant to Part 21A of the Companies Act 2006 from that Obligor; and
  - (ii) no “warning notice” or “restrictions notice” (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued in respect of its shares,together with a copy of the “PSC register” (within the meaning of section 790C(10) of the Companies Act 2006) of the relevant Obligor, which is certified by an authorised signatory of the relevant Obligor to be correct, complete and not amended or superseded as at a date no earlier than the date three Business Days before the proposed Utilisation Date; or
- (b) a certificate of an authorised signatory of the relevant Obligor certifying that it is not required to comply with Part 21A of the Companies Act 2006.

Part 3  
**Conditions precedent on Delivery (Collateral Ship)**

**1 Corporate documents**

- (a) A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended (or, to the extent that there have been any changes to such copy documents, the documents listed in paragraph 1 of Part 1 of this Schedule).
- (b) A certificate of an authorised signatory of each other Original Obligor which is party to any of the Original Security Documents required to be executed at or before delivery of the Collateral Ship from the relevant Builder to the Collateral Guarantor under the relevant Building Contract certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended (or, to the extent that there have been any changes to such copy documents, the documents listed in paragraph 1 of Part 1 of this Schedule).
- (c) If the Flag State of the Collateral Ship is the Republic of the Marshall Islands, a Certificate of Goodstanding issued by the Registrar of Corporations of the Republic of the Marshall Islands in respect of the status of the Collateral Guarantor as a Foreign Maritime Entity (or any equivalent certificate of goodstanding required by any other applicable Flag State).

**2 Security**

- (a) The Collateral Mortgage, the Collateral General Assignment and (if applicable) the Collateral Deed of Covenant in respect of the Collateral Ship duly executed by the relevant Owner.
- (b) The Collateral General Assignment in respect of the Collateral Ship executed by the relevant Bareboat Charterer.
- (c) Duly executed notices of assignment (including notices of assignment of the Earnings or, with respect to an Initial Charter for the Collateral Ship for which a Quiet Enjoyment Agreement is to be entered into, all the rights under each Initial Charter for the Collateral Ship, subject to the terms of clause 25.8(e)(ii) (*Chartering*)) and (on a reasonable efforts basis, unless such notice relates to an assignment of a Bareboat Charter or a charter commitment for the Collateral Ship for which a Quiet Enjoyment Agreement is to be entered into where the Collateral Ship has already been delivered under such charter commitment) acknowledgements of those notices as required by any of the above Security Documents, provided that no notices should be given in respect of a charter commitment or any guarantee in respect of a charter commitment (as applicable) if such charter commitment is not a Charter (and such guarantee is not a Charter Guarantee) or if an assignment would be in conflict with the relevant charter commitment or guarantee (but without prejudice to the provisions of clause 25.8(e) (*Chartering*)).
- (d) A Collateral Subordination Deed, if and to the extent required under the provisions of 31.3 (*Financial Indebtedness*) or 31.5 (*Loans and credit*) on account of any Financial Indebtedness incurred by the Collateral Guarantor.

- (e) Each Quiet Enjoyment Agreement required as a condition to the granting of a Collateral Mortgage under a charter commitment for the Collateral Ship and/or the assignment of any rights under a charter commitment for the Collateral Ship, where the Collateral Ship is to be delivered under such charter commitment on or has been delivered prior to the Utilisation, duly executed by the Collateral Guarantor or, as applicable, Bareboat Charterer, the Security Agent and the relevant charterer (the Collateral Guarantor hereby representing that no such charter commitment exists at the relevant time for the Collateral Ship).

### **3 Delivery and registration of Collateral Ship**

Evidence that the Collateral Ship:

- (a) is (or will upon the release of the proceeds of the Utilisation (as defined in the Collateral Facility Agreement) be) legally and beneficially owned by the Collateral Guarantor and registered in the name of the Collateral Guarantor free from any Security Interests (other than Security Interests created under the Finance Documents and/or the Collateral Finance Documents) through the relevant Registry as a ship under the laws and flag of the relevant Flag State;
- (b) is classed with the relevant Classification free of overdue requirements and overdue recommendations of the relevant Classification Society affecting class (including by way of an interim class certificate);
- (c) is insured in the manner required by the Finance Documents;
- (d) has been delivered to, and accepted for service by, the Bareboat Charterer under the relevant Bareboat Charter;
- (e) is free of any charter commitment (other than a Bareboat Charter and the Initial Charters for the Collateral Ship) which would require approval under the Finance Documents; and
- (f) is not subject to any prior registration (other than through the relevant Registry in the relevant Flag State) or that any prior registration has been or will (within such period as may be approved) be cancelled.

### **4 Mortgage registration**

Evidence that the Collateral Mortgage in respect of the Collateral Ship has been (or will upon the release of the proceeds of the Utilisation (as defined in the Collateral Facility Agreement) be) registered against the Collateral Ship through the relevant Registry under the laws and flag of the relevant Flag State.

### **5 Legal opinions**

The following further legal opinions, each addressed to the Agent, the Security Agent, each ECA, the Original Lenders and the Original Hedging Providers, substantially in the form distributed to the Original Lenders, the Original Hedging Providers and each ECA and approved by the Agent prior to signing this Agreement in relation to the Security Documents and each ECA Policy for the relevant Ship and capable of being relied upon by any persons who become Lenders or Hedging Providers pursuant to the primary syndication of the Facility:

- (a) a legal opinion of Norton Rose Fulbright LLP on matters of English law;
- (b) a legal opinion of Moalem Weitemeyer Advokatpartnerselskab on matters of Danish law;

- (c) legal opinion of Advokatfirmaet BAHR AS on matters of Norwegian law;
- (d) a legal opinion from legal counsel on matters of law of the relevant Flag State of the Collateral Ship; and
- (e) such other opinions or confirmations from relevant legal counsel selected by the Agent in respect of any matters in relation to this Agreement as the Agent shall deem necessary or desirable.

**6 Insurance**

In relation to the Collateral Ship's Insurances:

- (a) an opinion from insurance consultants appointed by the Agent on such Insurances;
- (b) evidence that such Insurances have been placed in accordance with clause 27 (*Insurance*); and
- (c) evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking (including fleet premium lien waivers) in favour of the Agent in an approved form in relation to the Insurances provided the same is requested at least 5 Business Days prior to the date on which the Utilisation Request under the Collateral Facility Agreement is delivered.

**7 ISM and ISPS Code**

Copies of:

- (a) the document of compliance issued in accordance with the ISM Code to the person who is the operator of the Collateral Ship for the purposes of that code; and
- (b) if so requested by the Agent no later than 5 Business Days prior to the date on which the Utilisation Request is delivered by the Collateral Guarantor (or Guarantor A on its behalf) under the Collateral Facility Agreement, any other certificates issued under any applicable code required to be observed by the Collateral Ship or in relation to its operation under any applicable law.

**8 Inventory of Hazardous Materials**

A copy of the certificate being the document listing all the potentially hazardous materials on board the Collateral Ship.

**9 Initial Bareboat Charter**

In relation to the Collateral Ship's Initial Bareboat Charter, a copy of such Initial Bareboat Charter executed by all parties to it (i) evidencing that the terms of such Initial Bareboat Charter reflect the terms of the form of Initial Bareboat Charter provided to the Agent as described in Schedule 2 (*Ship information*) and, providing for charter hire which, for the entire tenor of the same, is not less than the Minimum Bareboat Charter Hire or (ii) in such form and substance acceptable to the Majority Lenders.

**10 Initial Charters**

In relation to the Collateral Ship's Initial Charters:

- (a) to the extent such disclosure does not constitute a breach of the relevant Initial Charter, a description of the main terms of each Initial Charter; and
- (b) a copy of the timeline and particulars of employment provided to the Agent as described in Schedule 2 (*Ship information*) (updated to the extent that there have been any changes to such timeline and particulars of employment) certified by an approved person as being a true and complete copy as at a date no earlier than a date approved for this purpose, evidencing that the Collateral Ship's Initial Charters provide for a minimum aggregate fixed hire period or total employment or service of at least 16 months over the course of a maximum period of 30 months from the delivery of the Collateral Ship from the relevant Builder to the Collateral Guarantor under the relevant Building Contract.

**11 Management**

Where a manager of the Collateral Ship has been approved in accordance with clause 25.4 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of the Management Agreement relating to the Collateral Ship in form and substance in all respects approved.

**12 Process Agent**

Evidence that any process agent of any Obligor referred to in any provision of any Finance Document to be entered into under this Part 3 has accepted its appointment.

**13 Employment Compliance Certificate**

An Employment Compliance Certificate (as defined in the Collateral Facility Agreement), duly executed by the chief financial officer of Guarantor A.

**14 People with Significant Control (PSC) regime**

In respect of any Obligor incorporated in the United Kingdom, either:

- (a) a certificate of an authorised signatory of the relevant Obligor certifying that:
  - (i) each Group Member has complied within the relevant timeframe with any notice it has received pursuant to Part 21A of the Companies Act 2006 from that Obligor; and
  - (ii) no "warning notice" or "restrictions notice" (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued in respect of its shares,

together with a copy of the "PSC register" (within the meaning of section 790C(10) of the Companies Act 2006) of the relevant Obligor, which is certified by an authorised signatory of the relevant Obligor to be correct, complete and not amended or superseded as at a date no earlier than the date three Business Days before the proposed Utilisation Date (as defined in the Collateral Facility Agreement); or

- (b) a certificate of an authorised signatory of the relevant Obligor certifying that it is not required to comply with Part 21A of the Companies Act 2006.

**15 Ancillary facilities**

A copy of any facility agreement entered into pursuant to clause 6 (*Ancillary Facilities*) of the Collateral Facility Agreement between the Collateral Guarantor and an Ancillary Lender (as

defined in the Collateral Facility Agreement) duly executed by the Collateral Guarantor, constituting an Ancillary Facility (as defined in the Collateral Facility Agreement).

Part 4  
**Conditions precedent for Additional Guarantors**

- 1 An Accession Deed duly executed by the relevant Additional Guarantor and Guarantor A.
  - 2 A copy of the Constitutional Documents of the relevant Additional Guarantor.
  - 3 A copy of a resolution of the board of directors of the relevant Additional Guarantor:
    - (a) approving the terms of, and the transactions contemplated by, the Accession Deed and the Finance Documents and resolving that it execute, deliver and perform the Accession Deed and any other Finance Document to which it is party;
    - (b) authorising a specified person or persons to execute the Accession Deed and other Finance Documents on its behalf;
    - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party; and
    - (d) authorising Guarantor A to act as its agent in connection with the Finance Documents
  - 4 A specimen of the signature of each person authorised by the resolution referred to in paragraph 3 above.
  - 5 If applicable, a copy of a resolution signed by all the holders of the issued shares in the relevant Additional Guarantor, approving the terms of, and the transactions contemplated by, the Accession Deed and the Finance Documents.
  - 6 A certificate of the relevant Additional Guarantor (signed by an authorised signatory) confirming that guaranteeing or securing, as appropriate, the Total Commitments would not cause any guarantee, security or similar limit binding on it to be exceeded.
  - 7 A certificate of an authorised signatory of the relevant Additional Guarantor certifying that each copy document listed in this Part 4 of Schedule 3 (*Conditions precedent*) in respect of the Additional Guarantor is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the Accession Deed.
  - 8 A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by the Accession Deed or for the validity and enforceability of any Finance Document.
  - 9 If available, the latest audited financial statements of the relevant Additional Guarantor.
  - 10 The following legal opinions, each addressed to the Agent, the Security Agent and the Lenders:
    - (a) A legal opinion of Norton Rose Fulbright LLP, legal advisers to the Agent in England, as to English law in the form distributed to the Lenders, the Agent and each ECA prior to signing the Accession Deed.
    - (b) A legal opinion of the legal advisers to the Agent in the jurisdiction of incorporation of the relevant Additional Guarantor and the jurisdiction of the governing law of each Finance Document to which it is a party (an **Applicable Jurisdiction**) as to the law of each
-



Applicable Jurisdiction and in the form distributed to the Lenders, the Agent and each ECA prior to signing the Accession Deed.

- 11 If the relevant Additional Guarantor is incorporated in a jurisdiction other than England and Wales, evidence that the process agent specified in clause 57.2 (*Service of process*), if not an Obligor, has accepted its appointment in relation to that Additional Guarantor.
- 12 Any Finance Documents which are required by the Agent to be executed by the relevant Additional Guarantor.
- 13 Such documentary evidence as legal counsel to the Agent may require, that the relevant Additional Guarantor has complied with any law in its jurisdiction relating to financial assistance or analogous process.

Part 5  
**Conditions subsequent**

1 **Bank Accounts**

- (a) No later than the date falling one month from the date of this Agreement, evidence that the balance standing to the credit of any existing accounts maintained by an Owner (other than any Account) has been transferred to the Earnings Account of that Owner.
- (b) No later than the date falling three months from the date of this Agreement, evidence that any existing accounts maintained by an Owner (except any Account (as defined in the Collateral Facility Agreement)) have been closed.

2 **Security**

In respect of each Initial Charter where the relevant Ship has not been delivered to the relevant charterer under such Initial Charter at the time of Utilisation or, as applicable, Utilisation (as defined in the Collateral Facility Agreement), no later than the date falling ten Business Days prior to the delivery of the relevant Ship to the relevant charterer:

- (a) duly executed acknowledgements of any notice of assignment as required pursuant to paragraph 2 of Part 2 (*Conditions precedent on Delivery (Ship A)*) or, as applicable, paragraph 2 of Part 3 (*Conditions precedent on Delivery (Collateral Ship)*) of Schedule 3 (*Conditions precedent*) which relate to an assignment of all the rights (including to Earnings) of the relevant Owner or Bareboat Charterer under such Initial Charter (and any related Charter Guarantee) or, as applicable, an assignment of Earnings under such Initial Charter (and any related Charter Guarantee), for which a Quiet Enjoyment Agreement is to be entered into; and
- (b) each Quiet Enjoyment Agreement required as a condition to the granting of a Mortgage under a Charter or any other charter commitment and/or the assignment of all the rights (including to Earnings) of the relevant Owner or Bareboat Charterer under such Charter or charter commitment, or, as applicable, the assignment of Earnings under a Charter or any other charter commitment in place at the time of Utilisation, in agreed form by all parties thereto.

**Schedule 4**  
**Utilisation Request**

From: [Seajacks 4 Limited]

[Cadeler A/S]

To: [Société Générale as Agent]

Dated: [●]

Dear Sirs

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green Term Loan Facility of up to €208,307,412.47 dated [●] 2024 (the Facility Agreement)**

- 1 We refer to the Facility Agreement. This is a Utilisation Request. Terms defined in the Facility Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
- 2 We wish to borrow the Advances under the Facility on the following terms:

Proposed Utilisation Date:	[●] (or, if that is not a Business Day, the next Business Day)
Amount of the Eksfin Guaranteed	€[●] Advance:
Amount of the EIFO Guaranteed	€[●] Advance:
Amount of the KEXIM Direct	€[●] Advance:
Amount of the Commercial Advance:	€[●]
- 3 We request that an amount of €[●] be made available for pre-placement with the Builder's Bank on [●] and in accordance with the terms of clause 5.5 (*Pre-placement of Advances*) of the Facility Agreement.
- 4 We request that an amount of €[●] (being the Retained Portion) be retained by the Agent and an amount equal to the Retained Portion shall be made available to the Borrower promptly after the Release (as defined in clause 5.5(c) (*Pre-placement of Advances*)) of the Facility Agreement.
- 5 The purpose of this Advance is [specify purpose complying with clause 3 (*Purpose*) of the Facility Agreement] [and its proceeds should be credited to [●] [specify account]].
- 6 We confirm that each condition specified in clause 4.3 (*Further conditions precedent*) of the Facility Agreement is satisfied on the date of this Utilisation Request.
- 7 We request that the first Interest Period for the Advances be [3] Months.
- 8 The final Contract Price for Ship A is €[●].

9 This Utilisation Request is irrevocable and cannot be varied without the prior written consent of the Majority Lenders, KEXIM and the ECAs.

Yours faithfully

[.....]

authorised signatory for

**Seajacks 4 Limited]**

[.....]

authorised signatory for

**Cadeler A/S]**

**Schedule 5  
Selection Notice**

From: Seajacks 4 Limited

To: [Société Générale as Agent]

Dated: [●]

Dear Sirs

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green Term Loan Facility of up to €208,307,412.47 dated [●] 2024 (the Facility Agreement)**

- 1 We refer to the Facility Agreement. This is a Selection Notice. Terms defined in the Facility Agreement have the same meaning in this Selection Notice unless given a different meaning in this Selection Notice.
- 2 We request that the next Interest Period for the Advances to be [●] Months.
- 3 This Selection Notice is irrevocable.

Yours faithfully

.....

authorised signatory for

**Seajacks 4 Limited**

**Schedule 6**  
**Original Schedule of Repayment Amounts**

	Commercial Advance	EIFO Guaranteed Advance	Eksfin Guaranteed Advance	KEXIM Advance	Amount of Loan
	€62,492,223.74	€69,372,101.58	€21,499,618.26	€54,943,468.89	€208,307,412.47
	Amount of instalments				
First	1,301,921.23	1,445,251.94	447,908.89	1,144,655.69	203,967,674.72
Second	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	199,627,936.96
Third	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	195,288,199.20
Fourth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	190,948,461.44
Fifth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	186,608,723.68
Sixth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	182,268,985.92
Seventh	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	177,929,248.16
Eighth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	173,589,510.40
Ninth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	169,249,772.64
Tenth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	164,910,034.88
Eleventh	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	160,570,297.12
Twelfth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	156,230,559.36
Thirteenth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	151,890,821.60
Fourteenth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	147,551,083.84
Fifteenth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	143,211,346.08
Sixteenth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	138,871,608.32
Seventeenth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	134,531,870.56
Eighteenth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	130,192,132.80
Nineteenth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	125,852,395.04
Twentieth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	121,512,657.28
Twenty-first	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	117,172,919.52
Twenty-second	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	112,833,181.76
Twenty-third	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	108,493,444.00
Twenty-fourth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	104,153,706.24
Twenty-fifth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	99,813,968.48
Twenty-sixth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	95,474,230.72
Twenty-seventh	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	91,134,492.96
Twenty-eighth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	86,794,755.20
Twenty-ninth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	82,455,017.44
Thirtieth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	78,115,279.68
Thirty-first	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	73,775,541.92
Thirty-second	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	69,435,804.16
Thirty-third	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	65,096,066.40
Thirty-fourth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	60,756,328.64
Thirty-fifth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	56,416,590.88
Thirty-sixth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	52,076,853.12

Thirty-seventh	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	47,737,115.36
Thirty-eighth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	43,397,377.60
Thirty-ninth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	39,057,639.84
Fortieth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	34,717,902.08
Forty-first	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	30,378,164.32
Forty-second	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	26,038,426.56
Forty-third	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	21,698,688.80
Forty-fourth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	17,358,951.04
Forty-fifth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	13,019,213.28
Forty-sixth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	8,679,475.52
Forty-seventh	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	4,339,737.76
Forty-eighth	1,301,921.33	1,445,252.12	447,908.71	1,144,655.60	0

**Schedule 7**  
**Form of Accession Deed**

To: Société Générale as Agent and as Security Agent for the other Finance Parties to the Facility Agreement referred to below

From: [insert Additional Guarantor name]

Dated: [●]

Dear Sirs

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green Term Loan Facility of up to €208,307,412.47 dated [●] 2024 (the Facility Agreement)**

- 1 We refer to the Facility Agreement. This deed (the **Accession Deed**) shall take effect as an Accession Deed for the purposes of the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this Accession Deed unless given a different meaning in this Accession Deed.
- 2 With effect on the date of this Accession Deed, [●] (the **NewCo**) agrees to become an Additional Guarantor and to be bound by the terms of the Facility Agreement and the other Finance Documents as an Additional Guarantor pursuant to clause 36.5 (*Additional Guarantors*) of the Facility Agreement. [●] is a [company duly incorporated] under the laws of [*name of relevant jurisdiction*] with registered number [●].
- 3 With effect on the date of this Accession Deed, the NewCo shall be, and is hereby made, an additional party to the Facility Agreement, as joint and several guarantor with the Guarantors as at the date of the Facility Agreement (the **Original Guarantors**) and any other Additional Guarantor previously made a guarantor under the Facility Agreement (a **Previously Acceded Additional Guarantor**), and the Facility Agreement shall henceforth be construed and treated in all respects as if references therein to "Guarantors" included references to the NewCo in addition to the Original Guarantors and any Previously Acceded Additional Guarantor.
- 4 The NewCo hereby agrees with the Finance Parties, the Original Guarantors, any Previously Acceded Additional Guarantor [and Guarantor A] that, as and with effect from the date of this Accession Deed, it shall, jointly and severally with the Original Guarantors and any Previously Acceded Guarantor:
  - (a) be bound by the terms of the Facility Agreement as if the NewCo had all times been named therein as Guarantor;
  - (b) duly and punctually perform all the liabilities and obligations whatsoever from time to time to be performed or discharged by the Original Guarantors and any Previously Acceded Additional Guarantor under the Facility Agreement (and for which the Original Guarantors, any Previously Acceded Additional Guarantor and NewCo hereby agree to be jointly and severally liable); and
  - (c) without prejudice to the generality of paragraphs (a) and (b) above, be [indebted for][a guarantor under the Guarantee in respect of] the full amount of the Loan, interest thereon and all other sums which may be or become due to the Finance Parties pursuant to the Facility Agreement.



5 Guarantor A confirms that no Default is continuing or would occur as a result of NewCo becoming an Additional Guarantor.

6 NewCo's administrative details for the purposes of the Facility Agreement are as follows:

Address: [•]

Attention: [•]

7 This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS ACCESSION DEED** has been signed on behalf of the Agent, signed on behalf of the Security Agent, executed as a deed by Guarantor A and executed as a deed by [Additional Guarantor] and is delivered on the date stated above.

**EXECUTED as a DEED** )  
by )  
for and on behalf of ) .....  
[•] ) Attorney-in-fact  
as NewCo and Additional Guarantor )  
in the presence of: )

.....  
Witness Name:

Address:

Occupation:

**EXECUTED as a DEED** )  
by )  
for and on behalf of ) .....  
**CADELER A/S** ) Attorney-in-fact  
as Guarantor A )  
in the presence of: )

.....  
Witness Name:

Address:

Occupation:



**THE AGENT**

**[SOCIETE GENERALE]**

By:

**THE SECURITY AGENT**

**[SOCIETE GENERALE]**

By:

**Schedule 8**  
**Form of Transfer Certificate**

To: **[Société Générale]** as Agent

From: **[The Existing Lender]**, a company incorporated in **[insert jurisdiction of incorporation]** (the **Existing Lender**), and **[The New Lender]**, a company incorporated in **[insert jurisdiction of incorporation]** (the **New Lender**)

Dated:

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green Term Loan Facility of up to €208,307,412.47 dated [•] 2024 (the Facility Agreement)**

- 1 We refer to the Facility Agreement. This agreement (the **Agreement**) shall take effect as a Transfer Certificate for the purposes of the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
- 2 We refer to clause 35.8 (*Procedure for assignment*) of the Facility Agreement:
  - (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Facility Agreement and the other Finance Documents which correspond to that portion of the Existing Lender's Commitment and participations in the Advances under the Facility Agreement as specified in Schedule 1.
  - (b) The Existing Lender is released from the obligations owed by it which correspond to that portion of the Existing Lender's Commitment and participations in the Advances under the Facility Agreement specified in Schedule 1 (but the obligations owed by the Obligor under the Finance Documents shall not be released).
  - (c) On the Transfer Date the New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.
  - (d) The proposed Transfer Date is [•].
  - (e) The Facility Office and address, email address and attention details for notices of the New Lender for the purposes of clause 47.2 (*Addresses*) of the Facility Agreement are set out in Schedule 1.
- 3 The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in clause 35.7 (*Limitation of responsibility of Existing Lenders*) of the Facility Agreement.
- 4 The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is [a Qualifying Lender (other than a Treaty Lender)][a Treaty Lender][not a Qualifying Lender].
- 5 [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
  - (i) a company resident in the United Kingdom for United Kingdom tax purposes;

- (ii) a partnership each member of which is:
  - (A) a company so resident in the United Kingdom; or
  - (B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
- (iii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.]

6 [The New Lender provides a QPP Certificate in the form set out in Schedule 2.]

7 [The New Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number [●]) and is tax resident in [●], so that interest payable to it by the Borrower is generally subject to full exemption from UK withholding tax and that that it wishes that scheme to apply to the Facility Agreement.]

8 This Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with clause 35.9 (*Copy of Transfer Certificate to Borrower*) of the Facility Agreement, to the Borrower (on behalf of each Obligor) of the assignment referred to in this Agreement.

9 This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

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

11 This Agreement has been entered into on the date stated at the beginning of this Agreement.

**Note: The execution of this Transfer Certificate may not assign a proportionate share of the Existing Lender's interest in any ECA Policy or in the Security Documents in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect an assignment of such a share in the Existing Lender's interest in any ECA Policy or the Security Documents in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.**

**Schedule 1**

**Rights to be assigned and obligations to be released and undertaken**

[insert relevant details]

[Facility Office address, email address and attention details for notices and account details for payments.]

[Existing Lender] [New Lender]

By: By:

This Agreement is accepted by the Agent as a Transfer Certificate for the purposes of the Facility Agreement and the Transfer Date is confirmed as [•].

Signature of this Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party.

[SOCIETE GENERALE] as Agent

By:

**Schedule 2**

**Form of New Lender QPP Certificate<sup>1</sup>**

To: Seajacks 4 Limited as the Borrower

From: *[Name of New Lender]*

Dated: [•]

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green Term Loan Facility of up to €208,307,412.47 dated [•] 2024 (the Facility Agreement)**

1. We refer to the Facility Agreement. This is a QPP Certificate. Terms defined in the Facility Agreement have the same meaning in this QPP Certificate unless given a different meaning in this QPP Certificate.
2. We confirm that:
  - (a) we are beneficially entitled to all interest payable to us as a Lender under the Loan;
  - (b) we are a resident of a qualifying territory; and
  - (c) we are beneficially entitled to the interest which is payable to us on the Loan for genuine commercial reasons, and not as part of a tax advantage scheme.

These confirmations together form a creditor certificate.

3. In this QPP Certificate the terms “resident”, “qualifying territory”, “scheme”, “tax advantage scheme” and “creditor certificate” have the meaning given to them in the Qualifying Private Placement Regulations 2015 (2015 No. 2002).

*[Name of New Lender]*

By:

*[This QPP Certificate is required where a lender is a person eligible for the UK withholding tax exemption for qualifying private placements; a separate QPP Certificate should be provided by each such lender.]*

---

<sup>1</sup> A QPP Certificate is to be executed alongside the Transfer Certificate if the New Lender is a person eligible for the UK withholding tax exemption for qualifying private placements.

**Schedule 9**  
**Form of Compliance Certificate**

To: **[Société Générale]** as Agent

From: **Cadeler A/S**, a company incorporated in Denmark, as Guarantor A

Dated: **[●]**

Dear Sirs

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green Term Loan Facility of up to €208,307,412.47 dated [●] 2024 (the Facility Agreement)**

**1 Financial Covenants**

I/We confirm that as at the Measurement Period ended on [30 June] [31 December] [●]:

- (a) **Equity Ratio:** the Equity Ratio is [●]:1.0, calculated as shown in Appendix A and compared against a minimum ratio which is 0.35:1.0.
- (b) **Liquidity:** Cadeler A/S (on a consolidated basis) maintains Cash and Cash Equivalents of €[●], calculated as shown in Appendix B and compared against a minimum required amount of €[●].
- (c) **Working Capital:** the Working Capital was higher than zero (0), being €[●], calculated as shown in Appendix C.

**2 Security Requirement**

We confirm that the Security Value is €[●] calculated as shown in Appendix D, compared against a Minimum Value of €[●], calculated as shown in Appendix E.

**3 Distributions**

For the purposes of clause 31.13 (*Distributions and other payments by Group*), the ratio of (a) Net Interest Bearing Debt to (b) EBITDA, was [not] lower than 2.75:1.00.

**4 Default**

[I/We confirm that no Default has occurred and is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

Signed by:

.....  
Chief Financial Officer  
**CADELER A/S**

**Schedule 10**  
**Form of Green Loan Compliance Certificate**

To: [Société Générale as Agent]

From: Seajacks 4 Limited

Dated: [●]

Dear Sirs

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green Term Loan Facility of up to €208,307,412.47 dated [●] 2024 (the Facility Agreement)**

- 1 We refer to the Facility Agreement. This is a Green Loan Compliance Certificate. Terms defined in the Facility Agreement have the same meaning when used in this Green Loan Compliance Certificate unless given a different meaning in this Green Loan Compliance Certificate.
- 2 This Green Loan Compliance Certificate is delivered with respect to the financial year ending [●] (the **Relevant Financial Year**).
- 3 We confirm that [*Insert details re compliance with the Green Asset Criteria*] 4 As shown above, the Green Asset Criteria were [not] complied with.

[Set out relevant calculations in reasonable detail]

- 5 We confirm that the Green Loan Report relating to the Relevant Financial Year and attached hereto is a correct and complete copy of the original and has not been amended or superseded as at the date of this Green Loan Compliance Certificate.

Signed .....  
Director  
Seajacks 4 Limited



**Schedule 11**  
**Forms of Notifiable Debt Purchase Transaction Notice**

Part 1  
**Form of Notice on Entering into Notifiable Debt Purchase Transaction**

To: **Société Générale** as Agent

From: [The Lender] Dated:

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green Term Loan Facility of up to €208,307,412.47 dated [•] 2024 (the Facility Agreement)**

- 1 We refer to clause 36.3(b) (*Disenfranchisement of Debt Purchase Transactions entered into by Guarantor A Affiliates*) of the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this notice unless given a different meaning in this notice.
- 2 We have entered into a Notifiable Debt Purchase Transaction.
- 3 The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

<b>Commitment</b>	<b>Amount of our Commitment to which Notifiable Debt Purchase Transaction relates</b>
[ ]	<i>[insert amount (of Commitment) to which the relevant Debt Purchase Transaction applies]</i>

[Lender]

By:

Part 2  
**Form of Notice on Termination of Notifiable Debt Purchase Transaction /  
Notifiable Debt Purchase Transaction ceasing to be with Guarantor A Affiliate**

To: **Société Générale as Agent**

From: [The Lender]

Dated:

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green Term Loan Facility of up to €208,307,412.47 dated [●] 2024 (the Facility Agreement)**

- 1 We refer to clause 36.2 (*Prohibition on Debt Purchase Transactions by the Group*) of the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this notice unless given a different meaning in this notice.
- 2 A Notifiable Debt Purchase Transaction which we entered into and which we notified you of in a notice dated [●] has [terminated]/[ceased to be with a Guarantor A Affiliate].
- 3 The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

<b>Commitment</b>	<b>Amount of our Commitment to which Notifiable Debt Purchase Transaction relates (Base Currency)</b>
-------------------	---

[●]	<i>[insert amount (of Commitment) to which the relevant Debt Purchase Transaction applies]</i>
-----	--

[Lender]

By:

**Schedule 12**  
**Form of Employment Compliance Certificate**

To: [The Agent]

From: **Cadeler A/S**, a company incorporated in Denmark, as Guarantor A

Dated: [•]

Dear Sirs,

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green Term Loan Facility of up to €208,307,412.47 dated [•] 2024 (the Facility Agreement)**

- 1 We refer to the Facility Agreement. This is an Employment Compliance Certificate. Terms defined in the Facility Agreement have the same meaning when used in this Employment Compliance Certificate unless given a different meaning in this Employment Compliance Certificate.
- 2 We notify you that, as of [•], Gross Contracted Revenues for the 12-month period from the Testing Date being [•] are [•].
- 3 Please refer to Annex 1 which provides a breakdown and/or computation of the above, including the following information for each charter/contract of employment:
  - (a) name of the contractor;
  - (b) start and end date of the contract;
  - (c) confirmation of option and firm days;
  - (d) the time charter rate; [and]
  - (e) demobilization and remobilization revenues; [and]
  - (f) *[any other information as relevant]*.

---

**Chief Financial Officer**  
**CADELER A/S**

Annex 1

Breakdown / Computation

280

---

**Schedule 13**  
**Form of QPP Certificate<sup>2</sup>**

To: Seajacks 4 Limited as the Borrower

From: *[Name of Lender]*

Dated: [•]

**Facility Agreement for Eksfin Backed, EIFO Backed, KEXIM and Commercial Green Term Loan Facility of up to €208,307,412.47 dated [•] 2024 (the Facility Agreement)**

1. We refer to the Facility Agreement. This is a QPP Certificate. Terms defined in the Facility Agreement have the same meaning in this QPP Certificate unless given a different meaning in this QPP Certificate.
2. We confirm that:
  - (a) we are beneficially entitled to all interest payable to us as a Lender under the Loan;
  - (b) we are a resident of a qualifying territory; and
  - (c) we are beneficially entitled to the interest which is payable to us on the Loan for genuine commercial reasons, and not as part of a tax advantage scheme.

These confirmations together form a creditor certificate.
3. In this QPP Certificate the terms “resident”, “qualifying territory”, “scheme”, “tax advantage scheme” and “creditor certificate” have the meaning given to them in the Qualifying Private Placement Regulations 2015 (2015 No. 2002).

*[Name of Lender]*

By:

*[This QPP Certificate is required where a lender is a person eligible for the UK withholding tax exemption for qualifying private placements; a separate QPP Certificate should be provided by each such lender.]*

---

<sup>2</sup> A QPP Certificate is to be executed if the Original Lender is a person eligible for the UK withholding tax exemption for qualifying private placements.

**Schedule 14**  
**EIFO Guarantee Policy – Environmental and social matters**

Unless defined in paragraph 1 below, defined terms used in this Schedule shall have the meaning given to them in the EIFO Guarantee Policy.

The Beneficiary Agent shall ensure that the following minimum requirements are appropriately incorporated in the Facility Agreement and continue to be in full force and effect throughout the term of the Guarantee:

**1 Definitions relating to Environmental and Social matters**

“Corrective Action Plan” or “CAP” means a plan produced by the Borrower pursuant to this Agreement in consultation with and taking into account the comments of the Facility Agent and the IESC specifying in detail the corrective action (including the timings and responsibility for such action(s)) being taken or proposed to be taken in order to, remedy or mitigate all damage and adverse consequences caused by an Environmental and Social Trigger Event, as may be amended or updated from time to time with the consent of EIFO.

“Environment” means the Natural Environment and the Social Environment.

“Environmental and Social Claim” means, with respect to the Borrower or the Project (but solely with respect to such operations on or about the Project Site) or any other Person occupying, using, or conducting operations on or about the Project Site, any (a) written notice or claim, (b) administrative, regulatory, judicial or equitable action, suit, lien or judgment by any Governmental Authority and/or competent court or (c) written demand by any person or any written communication by any Governmental Authority and/or competent court, in the case of clauses (a) through (c) relating to Environmental matters or circumstances forming the basis of any violation, or alleged violation, of any Environmental and Social Law, any Environmental and Social Standards or any Environmental Permits issued by any Governmental Authority under applicable Environmental and Social Law, in each case, alleging or asserting liability for investigatory costs, clean-up costs, consultants’ fees, governmental response costs, damage to natural resources (including wetlands, wildlife, aquatic and terrestrial species and vegetation), property damages, personal injuries, material labour issues, human rights issues, fines or penalties or any other damages.

“Environmental and Social Incident” means:

- (a) any incident or accident relating to or resulting from the Project which directly or indirectly, has, or could reasonably be expected to have an adverse impact on the Environment (including the release of any Environmental Contaminant in sufficient quantity or concentration to have an adverse impact);
- (b) an accident resulting in death or serious or multiple injury, which the IESC has declared to be a material incident and informed the Facility Agent of such declaration; or
- (c) a significant community or worker related grievance or protest directed at the Project.

“Environmental and Social Investigation” means any investigation by any Governmental Authority or other public person in relation to the Project with respect to the Environmental and Social Obligations.

“Environmental and Social Laws” means any legislation, rule, decree, judgment, regulation, directive, by-law, order or any other executive or legislative measure or act having the force of law at the relevant time, including any Environmental Permits required by any of the above, which directly or indirectly relates to the protection of or the prevention of harm or damage to the Environment in respect of (i) the Project or (ii) the assets, business and operations of the Borrower relating to the Project;

“Environmental and Social Obligation” means the obligations to comply with any Environmental and Social Law, any Environmental and Social Standard, any Environmental Permits, any Environmental and Social Undertaking set out herein and any other Environmental and Social requirement contained in this Agreement, in each case in relation to the Borrower, including:

- i. When applicable and in force, the EU Corporate Sustainability Due Diligence Directive (CSDDD), including setting out requirements to suppliers (including applicable tier 2 suppliers) in accordance with Borrower’s Supply Chain Code of Conduct;
- ii. OECD Guidance for Multinational Enterprises; Including the minimum safeguards as set out in the OECD Guidance for Multinational Enterprises;
- iii. UN Guiding Principles on Business and Human Rights;
- iv. the ILO declarations on Fundamental Principles and Rights at Work, which is included to Borrower’s policy and ESMP; and
- v. the EU Corporate Sustainability Reporting Directive (CSRD).

“Environmental and Social Obligations Breach” means a breach of any Environmental and Social Obligation by the Borrower other than any such breach that has been disclosed to the Facility Agent and where such breach has been remedied under a Corrective Action Plan or other corrective action otherwise agreed with the Facility Agent (acting on instructions from EIFO).

“Environmental Permits” means the permits, authorizations, concessions, certifications, declarations, consents, licenses, approvals, exemptions, applications, filings or registrations required to be obtained or filed pursuant to Environmental and Social Law, as applicable, by the Borrower or any other Person from or with any Governmental Authority in connection with construction, the operation, management and decommissioning of the Project.

“Environmental and Social Standards” means those environmental and social standards applicable in relation to the Borrower and Project, and as reflected in the Environmental and Social Management Plan, including:

- (a) international conventions relating to the Environment to which Denmark is a signatory and which have been ratified into law in Denmark;
- (b) the IFC Environmental, Health and Safety Guidelines per 30 April 2007 including without limitation the General EHS Guidelines and all applicable Industry Sector Guidelines; and
- (c) the IFC Performance Standards per 1 January 2012;

“Environmental and Social Trigger Event” means:

- (a) an Environmental and Social Incident; and/or
- (b) an Environmental and Social Obligations Breach.

“Governmental Authority” means the government of

Denmark and any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank, municipality or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of or pertaining to government.

“Knowledge” means, with respect to any Person, the actual knowledge of any officer or director of such Person or such knowledge as such officer or director of such Person should have obtained, in each case, after due inquiry by such officer or director of the plant manager of the Project and/or of any Person employed by such Person or its Affiliates that has supervisory authority over the Project or the operations of such Person.

“Natural Environment” means elements of the natural environment including all, or any, of the following:

- (a) the air and climate (including, without limitation, any layer of the atmosphere and the air within buildings and the air within other natural or man-made structures above or below ground);
- (b) water (including, without limitation, marine, territorial, coastal, estuarine and inland waters, ground and surface water, and water in drains and sewers);
- (c) land (including, without limitation, reclaimed land, surface and sub-surface soil, the landscape and land under water);
- (d) living organisms including human life, animals and plants;
- (e) natural habitats (including land which has been altered by humans to form natural habitats); and
- (f) human health, ecosystems or the services that these ecosystems provide.

“Social Environment” means elements of the social environment including all, or any, of the following:

- (a) archaeological artefacts, architectural and cultural heritage, visual amenity, cultural habitats and the built environment;
- (b) the services provided by the environment upon which people depend for their health, wellbeing and livelihood;
- (c) Human Rights, including without limitation community, labor and workers’ rights and conditions;
- (d) human health, safety and security, including without limitation health, safety and security relating to the community, public and workforce;
- (e) rights and interests and empowerment of indigenous peoples, ethnic minorities and vulnerable groups;
- (f) civil society and human beings and any material adverse impact thereon including, without limitation continued physical settlement, resettlement, land acquisition, economic placement and/or livelihood or living standards of those of persons (including in relation to involuntary physical resettlement or economic displacement); and



(g) public participation and stakeholder engagement.

## 2 Representations and warranties

The Borrower shall represent and warrant the following:

- i. There are no facts, circumstances, conditions or occurrences regarding the Project that has resulted or could result in any breach by the Project, the Borrower, or to the Knowledge of the Borrower, or any other Person occupying or conducting activities on or about the Project Site, of Environmental and Social Laws, Environmental and Social Standards, Environmental Permits and/or the ESMP;
- ii. The Borrower (and to the best of its knowledge the Exporter) has obtained all Environmental Permits that, as at the date on which this representation is made or repeated, are required by applicable law to be obtained or effected and each such Environmental Permit is in full force and effect;
- iii. There are no past or pending Environmental and Social Investigations in relation to and/or Environmental and Social Claims against the Borrower, the Project or to the Knowledge of the Borrower, any other Person occupying, using, or conducting activities on or about the Project Site; and
- iv. There are no facts, circumstances, conditions or occurrences in respect of the Project that (i) could reasonably be anticipated to form the basis of an Environmental and Social Investigation in relation to and/or an Environmental and Social Claim against the Project, the Borrower, or to the Knowledge of the Borrower, or any other Person occupying or conducting operations on or about the Project Site, or (ii) could reasonably be anticipated to cause the Project Site to be subject to any restrictions on its ownership, occupancy, use or transferability under any applicable law (including any Environmental and Social Law).

## 3 Environmental and Social undertakings

The Borrower shall through-out the duration of the Guarantee:

- i. comply in all respects with all Environmental and Social Obligations;
- ii. allow EIFO access to the Project Site whenever EIFO deems necessary upon reasonable written prior notice from EIFO. Such access not to be unreasonably withheld;
- iii. after becoming aware of any fact, circumstance, condition or occurrence on, under or from the Project that has resulted or could result in (a) any Environmental and Social Trigger Event, (b) any Environmental and Social Investigation, (c) an Environmental or Social Claim, (d) any Material Adverse Effect or (e) national or international media attention;
  - a. promptly initiate or procure the initiation of, all such actions and measures required to immediately address the adverse impacts hereof;
  - b. promptly, but in any event within five (5) Business Days of the Borrower becoming aware of such fact circumstance, condition or occurrence, provide the Facility Agent with written notice in each case describing in reasonable detail the nature of hereof including:

1. its extent, magnitude and cause, and its effect on the Project, the environment and the local communities; and
2. any remedial action which the Borrower has taken or proposes to take with respect to such fact, circumstance, condition or occurrence and the results hereof (as set out in subparagraph iii. (a) to (e)) including the form and amount of any proposed compensation for those affected by such effect and the actual and expected results hereof;

This shall be repeated at monthly intervals thereafter until the Facility Agent is satisfied that the fact, circumstance, condition or occurrence and the results hereof (as set out in subparagraph iii. (a) to (e)) have been satisfactorily remedied;

- c. conduct and complete, or cause to be conducted and completed any investigation, study, sampling and testing (including, if requested by the Facility Agent, submission of a Corrective Action Plan) and undertake any clean-up, removal, remedial or other action necessary to remove and clean up any such fact, circumstance, condition or occurrence and the results hereof (as set out in subparagraph iii. (a) to (e)), as may be required by applicable Environmental and Social Laws or Environmental and Social Standards and promptly notify the Facility Agent of any such action;
- iv. provide the Facility Agent with copies of all written communications with any Governmental Authority relating to (a) any Environmental matter, (b) Environmental Permits (c) any Environmental and Social Trigger Event, (d) any Environmental or Social Claim (e) any Environmental and Social Investigation, in any event no later than five (5) Business Days after the giving or receiving of any such written communications. Further, within three (3) days after its occurrence, the Borrower shall notify the Facility Agent of any significant community or worker-related protest directed to the Project which can potentially have a Material Adverse Effect on the Project or which potentially may result in national or international media attention;
- v. ensure that any report, certificate or other communication from the Borrower made for the purpose of assessing the environmental or social sustainability of the Project are in form and substance acceptable to the Facility Agent acting on the instructions of EIFO.
- vi. upon written request provide such information concerning any Environmental matters, Environmental and Social Trigger Event, any Environmental and Social Investigation and any Environmental and Social Claim as may be reasonably requested by EIFO;
- vii. ensure that any outstanding cost related to any Environmental and Social Obligations contained herein (incl. any fee due and owing to the IESC) is paid by the Borrower when due;
- viii. on the 1<sup>st</sup> of April each year after delivery of the vessels, provide greenhouse gas emissions data to EIFO in accordance with the GHG Protocol.

#### **4 Conditions Subsequent**

The Beneficiary Agent shall provide proof of the following:

Borrower to set a target for reduction of scope 3 emissions for Guarantor A and share with EIFO no later than 31 December 2025.

## 5 Events of default/Mandatory prepayment

The following events shall constitute Events of Default/trigger a Mandatory Prepayment under the Facility Agreement which shall give the Facility Agent the right to accelerate all amounts outstanding under the Finance Documents and cancel the EIFO Covered Facility:

- (a) An Environmental and Social Trigger Event occurs and is either incapable of remedy or any Environmental and Social Trigger Event is deemed to be incapable of remedy by the Facility Agent (acting on the instructions of EIFO).
- (b) Any Environmental and Social Trigger Event that is capable of remedy will constitute an Event of Default unless the Borrower complies with the following:
  - a. Within fifteen (15) Business Days of the Borrowers Knowledge of an Environmental and Social Trigger Event, the Borrower shall deliver a CAP to the satisfaction of the Facility Agent, unless the Facility Agent agrees to other course of remedial action or the Facility Agent waives the non-compliance situation,
  - b. If the CAP is rejected by the Facility Agent, the Borrower shall within three (3) months from the Borrowers Knowledge of the Environmental and Social Trigger Event have delivered a revised CAP which satisfies the Facility Agent,
  - c. If the Facility Agent is satisfied with the CAP, shall all actions set out in the CAP be implemented by the Borrower within the agreed time schedule,
  - d. At three months intervals hereof, a supplemental Environmental and Social Self-Monitoring Report on implementation of CAP shall be submitted by the Borrower to the satisfaction of the Facility Agent. When all actions are taken in accordance with the time schedule agreed in the CAP, the Environmental and Social Trigger Event will be deemed to be remedied. If all actions are not taken within the time schedule agreed in the CAP, the Environmental and Social Trigger Event will constitute an Event of Default, unless the Facility Agent notifies the Borrower otherwise.
- (c) Failure by the Borrower to give notice to the Facility Agent promptly after the occurrence of an Environmental and Social Trigger Event or becoming aware of any Environmental and Social Investigation, any Environmental and Social Claim, any Material Adverse Effect or national or international media attention.

**SIGNATURES**

**THE BORROWER**

**SEAJACKS 4 LIMITED**

By: /s/ Peter Brogaard Hansen  
Authorised signatory

**THE COLLATERAL GUARANTOR**

**SEAJACKS 1 LIMITED**

By: /s/ Peter Brogaard Hansen  
Authorised signatory

**GUARANTOR A**

**CADELER A/S**

By: /s/ Peter Brogaard Hansen  
Authorised signatory

**GUARANTOR B**

**SEAJACKS INTERNATIONAL LIMITED**

By: /s/ Peter Brogaard Hansen  
Authorised signatory

**GUARANTOR C**

**SEAJACKS UK LIMITED**

By: /s/ Peter Brogaard Hansen  
Authorised signatory

---

**THE AGENT**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

**THE SECURITY AGENT**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

**THE ECA AGENT**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

/s/ Antoine Guinot  
VP Export Finance

**THE MANDATED LEAD ARRANGER**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

/s/ Antoine Guinot  
VP Export Finance

**THE ECA COORDINATOR**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

/s/ Antoine Guinot  
VP Export Finance

**THE GREEN LOAN ARRANGER**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

---

**THE LEAD ARRANGERS**

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Maria-Christina Papoulia  
Maria-Christina Papoulia  
Attorney-In-Fact

**CRÉDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By: /s/ Alexi George Remoundos  
Alexi George Remoundos  
Attorney-in-fact

---

**THE LEAD ARRANGERS**

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By: /s/ Andrew McKuin  
Andrew McKuin  
Managing Director

By: /s/ Marc Frenkenberg  
Marc Frenkenberg  
First Vice President

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

---

**THE LEAD ARRANGERS**

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By: /s/ Authorized Representative

**KFW IPEX-BANK GMBH**

By:

---



**THE EKSFIN GUARANTEED LENDERS**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

/s/ Antoine Guinot  
VP Export Finance

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

---

**THE EKSFIN GUARANTEED LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Maria-Christina Papoulia

Maria-Christina Papoulia

Attorney-In-Fact

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By: /s/ Alexi George Remoundos

Alexi George Remoundos

Attorney-in-Fact

---

**THE EKSFIN GUARANTEED LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By: /s/ Andrew McKuin  
Andrew McKuin  
Managing Director

By: /s/ Marc Frenkenberg  
Marc Frenkenberg  
First Vice President

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

---

**THE EKSFIN GUARANTEED LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By: /s/ Authorized Representative

**KFW IPEX-BANK GMBH**

By:

---

**THE EIFO GUARANTEED LENDERS**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

/s/ Antoine Guinot  
VP Export Finance

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

---

**THE EIFO GUARANTEED LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Maria-Christina Papoulia  
Maria-Christina Papoulia  
Attorney-In-Fact

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By: /s/ Alexi George Remoundos  
Alexi George Remoundos  
Attorney-in-Fact

---

**THE EIFO GUARANTEED LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By: /s/ Andrew McKuin  
Andrew McKuin  
Managing Director

By: /s/ Marc Frenkenberg  
Marc Frenkenberg  
First Vice President

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

---

**THE EIFO GUARANTEED LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By: /s/ Authorized Representative

**KFW IPEX-BANK GMBH**

By:

---



**THE KEXIM DIRECT LENDERS**

**THE EXPORT-IMPORT BANK OF KOREA**

By: /s/ Jung, Chang-Hwan

Name: Jung, Chang-Hwan

Title: Director General

---

**THE COMMERCIAL LENDERS**

**SOCIETE GENERALE**

By: /s/ Trang Catherine  
Associate

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

---

**THE COMMERCIAL LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Maria-Christina Papoulia  
Maria-Christina Papoulia  
Attorney-In-Fact

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By: /s/ Alexi George Remoundos  
Alexi George Remoundos  
Attorney-in-Fact

---

**THE COMMERCIAL LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By: /s/ Andrew McKuin  
Andrew McKuin  
Managing Director

By: /s/ Marc Frenkenberg  
Marc Frenkenberg  
First Vice President

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

---

**THE COMMERCIAL LENDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE KOREA DEVELOPMENT BANK**

By: /s/ Authorized Representative

**KFW IPEX-BANK GMBH**

By:

---

**THE HEDGING PROVIDERS**

**SOCIETE GENERALE**

By: /s/ Trang Catherine \_\_\_\_\_  
Associate

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE EXPORT-IMPORT BANK OF KOREA**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

---

**THE HEDGING PROVIDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Maria-Christina Papoulia  
Maria-Christina Papoulia  
Attorney-In-Fact

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE EXPORT-IMPORT BANK OF KOREA**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By: /s/ Alexi George Remoundos  
Alexi George Remoundos  
Attorney-in-Fact

---

**THE HEDGING PROVIDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By: /s/ Andrew McKuin  
Andrew McKuin  
Managing Director

By: /s/ Marc Frenkenberg  
Marc Frenkenberg  
First Vice President

**THE EXPORT-IMPORT BANK OF KOREA**

By:

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

---



**THE HEDGING PROVIDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE EXPORT-IMPORT BANK OF KOREA**

By: /s/ Yu Kyung Jin

Yu Kyung Jin

Director

**THE KOREA DEVELOPMENT BANK**

By:

**KFW IPEX-BANK GMBH**

By:

---

**THE HEDGING PROVIDERS**

**SOCIETE GENERALE**

By:

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

**CRÉDIT INDUSTRIET ET COMMERCIAL, NEW YORK BRANCH**

By:

**THE EXPORT-IMPORT BANK OF KOREA**

By:

**THE KOREA DEVELOPMENT BANK**

By: /s/ Authorized Representative

**KFW IPEX-BANK GMBH**

By:

---

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE OF INFORMATION THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. REDACTED INFORMATION HAS BEEN MARKED AS “[REDACTED]”.

Confidential

Execution Version  
YIC/1001327830  
EUR 525m Facilities  
Agreement

**Dated**                      **21 March**                      **2025**

---

**THE ENTITIES LISTED IN SCHEDULE 1  
as Borrowers**

**DNB BANK ASA  
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK  
CRÉDIT INDUSTRIEL ET COMMERCIAL, SINGAPORE BRANCH  
THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SINGAPORE  
BRANCH  
KFW IPEX-BANK GMBH  
OVERSEA-CHINESE BANKING CORPORATION LIMITED  
COÖPERATIEVE RABOBANK U.A.  
BANCO SANTANDER, S.A.  
SOCIETE GENERALE  
SPAREBANK 1 SØR-NORGE  
STANDARD CHARTERED BANK (SINGAPORE) LIMITED  
as Mandated Lead Arrangers**

**with**

**DNB BANK ASA  
as Agent**

**DNB BANK ASA  
as Security Agent**

**DNB BANK ASA  
as ECA Agent**

**THE BANKS AND FINANCIAL INSTITUTIONS LISTED IN SCHEDULE 1 as Original Sinosure Insured Lenders**

**THE BANKS AND FINANCIAL INSTITUTIONS LISTED IN SCHEDULE 1 as Original Eksfin Guaranteed Lenders**

**THE BANKS AND FINANCIAL INSTITUTIONS LISTED IN SCHEDULE 1 as Original Pre-Delivery Commercial Lenders**

**THE BANKS AND FINANCIAL INSTITUTIONS LISTED IN SCHEDULE 1 as Original Post-Delivery Commercial Lenders**

**guaranteed by  
CADELER A/S**

---

---

**FACILITIES AGREEMENT FOR SINOSURE BACKED, EKSFIN  
BACKED AND COMMERCIAL GREEN TERM LOAN PRE-DELIVERY AND  
POST-DELIVERY FACILITIES OF UP TO €525,000,000**

---

 **NORTON ROSE FULBRIGHT**

**Contents**

<b>Clause</b>	<b>Page</b>
Section 1 – Interpretation	1
1 Definitions and interpretation	1
Section 2 - The Facilities	49
2 The Facilities	49
3 Purpose	52
4 Conditions of Utilisation	53
Section 3 – Utilisation	56
5 Utilisation	56
6 Ancillary Facilities	60
Section 4 - Repayment, Prepayment and Cancellation	63
7 Repayment	63
8 Illegality, prepayment and cancellation	65
9 Restrictions	73
Section 5 - Costs of Utilisation	76
10 Interest	76
11 Interest Periods	78
12 Changes to the calculation of interest	79
13 Fees	81
Section 6 - Additional Payment Obligations	84
14 Tax gross-up and indemnities	84
15 Increased Costs	88
16 Other indemnities	89
17 Mitigation by the Lenders	92
18 Costs and expenses	93
Section 7 - Guarantee	95
19 Guarantee and indemnity	95
Section 8 - Representations, Undertakings and Events of Default	100

---

20	Representations	100
21	Information undertakings	108
22	Financial covenants	114
23	General undertakings	117
24	Construction period	123
25	Dealings with Ship	126
26	Condition and operation of Ship	132
27	Insurance	135
28	Minimum security value	140
29	Chartering undertakings	143
30	Bank accounts	144
31	Business restrictions	146
32	Hedging Contracts	149
33	Events of Default	153
34	Position of Hedging Providers	159
	Section 9 - Changes to Parties	161
35	Changes to the Lenders	161
36	Changes to the Obligors	167
	Section 10 - The Finance Parties	170
37	Roles of Agent, Security Agent, ECA Agent, Arranger and Green Loan Advisor	170
38	Trust and security matters	182
39	Enforcement of Transaction Security	187
40	Application of proceeds	188
41	Reference Banks	191
42	Finance Parties tax affairs	192
43	Finance Parties acting together	192
44	Sharing among the Finance Parties	193
	Section 11 - Administration	196
45	Payment mechanics	196
46	Set-off	199
47	Notices	199
48	Calculations and certificates	201
49	Partial invalidity	202
50	Remedies and waivers	202
51	Amendments and waivers	202
52	Confidential Information	207
53	Confidentiality of Funding Rates and Reference Bank Quotations	211
54	Counterparts	213
55	Contractual recognition of bail-in	213
	Section 12 - Governing Law and Enforcement	214

---

56	Governing law	214
57	Enforcement	214
	Schedule 1 The original parties	215
	Schedule 2 Ship information	250
	Schedule 3 Conditions precedent	254
	Part 1 Initial conditions precedent	254
	Part 2 Conditions precedent on Utilisation of the Pre-Delivery Facility	257
	Part 3 Conditions precedent on each Delivery	260
	Part 4 Conditions precedent on each Redelivery	266
	Part 5 Conditions subsequent	270
	Part 6 Conditions Precedent for Additional Guarantors	271
	Schedule 4 Utilisation Request	273
	Schedule 5 Form of Disbursement and Repayment Report to Sinosure	275
	Schedule 6 Selection Notice	278
	Schedule 7 Original Schedule of Repayment Amounts	279
	Schedule 8 Form of Accession Deed	285
	Schedule 9 Form of Transfer Certificate	287
	Schedule 10 Form of Compliance Certificate	290
	Schedule 11 Form of Green Loan Compliance Certificate	291
	Schedule 12 Forms of Notifiable Debt Purchase Transaction Notice	292
	Part 1 Form of Notice on Entering into Notifiable Debt Purchase Transaction	292
	Part 2 Form of Notice on Termination of Notifiable Debt Purchase Transaction / Notifiable Debt Purchase Transaction ceasing to be with Parent Affiliate	293

---

**THIS AGREEMENT** is dated 2025 but shall, subject to clause 2.5 (*Effectiveness*), become effective on and from the Effective Date and made between:

- (1) **THE ENTITIES** listed in Schedule 1 (*The original parties*) as borrowers and hedging guarantors (the **Borrowers**);
- (2) **CADELER A/S** (the **Parent**) details of which are specified in Schedule 1 (*The original parties*);
- (3) **DNB BANK ASA, CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, CRÉDIT INDUSTRIEL ET COMMERCIAL, SINGAPORE BRANCH, THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SINGAPORE BRANCH, KFW IPEX-BANK GMBH, OVERSEA-CHINESE BANKING CORPORATION LIMITED, COÖPERATIEVE RABOBANK U.A., BANCO SANTANDER, S.A., SOCIETE GENERALE, SPAREBANK 1 SØR-NORGE and STANDARD CHARTERED BANK (SINGAPORE) LIMITED** as mandated lead arrangers (whether acting individually or together the **Arrangers**);
- (4) **DNB BANK ASA** as bookrunner and co-ordinator (the **Bookrunner**);
- (5) **DNB BANK ASA** as green loan advisor (the **Green Loan Advisor**);
- (6) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as Sinosure insured lenders (the **Original Sinosure Insured Lenders**);
- (7) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as Eksfin guaranteed lenders (the **Original Eksfin Guaranteed Lenders**);
- (8) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as commercial pre-delivery lenders (the **Original Commercial Pre-Delivery Lenders**);
- (9) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as commercial post-delivery lenders (the **Original Commercial Post-Delivery Lenders** and together with the Original Sinosure Insured Lenders, the Original Eksfin Guaranteed Lenders and the Original Commercial Pre-Delivery Lenders, the **Original Lenders**);
- (10) **THE BANKS AND FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as hedging providers (the **Original Hedging Providers**);
- (11) **DNB BANK ASA** as agent of the other Finance Parties (other than the Security Agent) (the **Agent**);
- (12) **DNB BANK ASA** as ECA agent of the Lenders (the **ECA Agent**); and
- (13) **DNB BANK ASA** as security agent and trustee for the other Finance Parties (the **Security Agent**).

**IT IS AGREED** as follows:

## **Section 1 - Interpretation**

### **1 Definitions and interpretation**

#### **1.1 Definitions**

In this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance Documents:

**Acceptable Bank** means:

- (a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of "A-" or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or "Baa1" or higher by Moody's Investor Services Limited or a comparable rating from another internationally recognised credit rating agency; or
- (b) any other bank or financial institution approved by the Majority Lenders and the ECAs,

and which is approved by the Borrowers.

**Accession Deed** means a document substantially in the form set out in Schedule 8 (*Form of Accession Deed*).

**Account** means any bank account, deposit or certificate of deposit opened, made or established in accordance with clause 30 (*Bank accounts*).

**Account Bank** means, in relation to any Account, the bank or financial institution specified as such in Schedule 1 (*The original parties*), any Lender, or another bank or financial institution approved by the Majority Lenders and the ECAs at the request of the Borrowers.

**Account Holder(s)** means, in relation to any Account, each Obligor in whose name that Account is held.

**Account Security** means, in relation to an Account, a deed or other instrument executed by the relevant Account Holder(s) in favour of the Security Agent or any other Finance Party in an agreed form conferring a Security Interest over that Account.

**Accounting Reference Date** means 31 December or such other date as may be approved by the Majority Lenders.

**Active Facility** means, at any relevant time, such part of the Total Commitments (whether drawn or undrawn) as is then available for borrowing under this Agreement at such time in accordance with clause 4 (*Conditions of Utilisation*) to the extent that such part of the Total Commitments is not cancelled or reduced under this Agreement.

**Additional Guarantor** means a legal entity which becomes or is to become a guarantor under this Agreement (on a joint and several basis with the Parent and any other Guarantor) in accordance with, and defined as such in, clause 36.5 (*Additional Guarantors*) and **Additional Guarantors** means any or all of them.

**Advances** means the Sinosure Insured Advances, the Eksfin Guaranteed Advances and the Commercial Advances, and **Advance** means any of them.

**Affiliate** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**Agent** includes any person who may be appointed as such under the Finance Documents and includes any separate trustee or co-trustee appointed under clause 38.8 (*Additional trustees*).

**Ancillary Commencement Date** means, in relation to an Ancillary Facility, the date on which that Ancillary Facility is first made available, which date shall be a Business Day within the Ancillary Facility Availability Period.

**Ancillary Commitment** means, in relation to an Ancillary Lender and an Ancillary Facility, the maximum amounts in euro (or the equivalent in euro of any other currency) which that Ancillary Lender has agreed (whether or not subject to satisfaction of conditions precedent) to make available from time to time under an Ancillary Facility in accordance with the terms of clause 6 (*Ancillary Facilities*), to the extent that amount is not cancelled or reduced under this Agreement or the Ancillary Documents relating to that Ancillary Facility.



**Ancillary Document** means each document relating to or evidencing the terms of an Ancillary Facility.

**Ancillary Facility** means any ancillary facility made available by an Ancillary Lender in accordance with clause 6 (*Ancillary Facilities*) and **Ancillary Facilities** means any or all of them.

**Ancillary Facility Availability Period** means, in relation to an Ancillary Facility, the period starting on the first Utilisation Date under the Post-Delivery Facility and ending on the earlier of (a) the latest Final Repayment Date under this Agreement and (b) the date specified as such in the relevant Ancillary Facility.

**Ancillary Lender** means each Lender which makes available an Ancillary Facility in accordance with clause 6 (*Ancillary Facilities*) and **Ancillary Lenders** means any or all of them.

**Ancillary Outstandings** means, at any time, in relation to an Ancillary Lender and an Ancillary Facility then in force the aggregate of the equivalents (as calculated by that Ancillary Lender) in euro of the face amount of each guarantee, bond and letter of credit under that Ancillary Facility, as determined by such Ancillary Lender, acting reasonably in accordance with its normal banking practice and in accordance with the relevant Ancillary Document.

**Annex VI** means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention for the Prevention of Pollution from Ships 1973 (Marpol), as modified by the Protocol of 1978 relating thereto.

**Anti-Corruption Laws** means any laws, rules and regulations of any jurisdiction, concerning bribery or corruption, including (without limitation):

- (a) the United States Foreign Corrupt Practices Act of 1977 (15 U.S.C. § 78dd-1, et seq.);
- (b) the U.K. Bribery Act 2010; and
- (c) sections 387 – 389 (combined with Section 15) of the Norwegian Penal Code of 2005.

**Anti-Money Laundering Laws** means any laws, rules and regulations relating to money laundering or terrorist financing, including (without limitation), the anti-money laundering provisions and anti-terrorism financing included in sections 337 – 341 (combined with Section 15) and sections 135 and 136 (combined with Section 15) of the Norwegian Penal Code of 2005.

**Approved Flag State** means Denmark, Norway, the Republic of Cyprus, the Republic of the Marshall Islands, the Republic of Liberia, Japan, the United Kingdom or any other flag state approved by the Majority Lenders.

**Approved Refund Guarantor** means any bank or financial institution described as such in Schedule 1 (*The original parties*).

**Approved Shareholder** means any legal entity (other than a Borrower or the Parent) which:

- (a) is a wholly-owned direct or indirect Subsidiary of the Parent; and
- (b) is incorporated, registered or formed under the laws of a jurisdiction in all respects acceptable to all the Lenders and the ECAs.

**Article 55 BRRD** means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

**Auditors** means EY Godkendt Revisionspartnerselskab or any other “Big Four” accounting firm appointed by the Parent to act as its or their statutory auditors.

**Authorisation** means any authorisation, consent, concession, approval, resolution, licence, exemption, filing, notarisation or registration.

**Available Commitment** means a Lender's Pre-Delivery Facility Available Commitment and Post-Delivery Facility Available Commitment.

**Backstop Date** means, in relation to a Ship, the date identified as such in Schedule 2 (*Ship information*) or such other later date approved by all the Lenders and the ECAs resulting from any delay in the Scheduled Delivery Date as a result of permissible delays under the relevant Building Contract.

**Bail-In Action** means the exercise of any Write-down and Conversion Powers.

**Bail-In Legislation** means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;
- (b) in relation to the United Kingdom, the UK Bail-In Legislation; and
- (c) in relation to any other state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

**Bareboat Charter** means, in relation to each Ship, a bareboat charter for that Ship between the relevant Owner as owner and a Bareboat Charterer as charterer in the agreed form (and includes an Initial Bareboat Charter and a JV Bareboat Charter) and **Bareboat Charters** means any or all of them.

**Bareboat Charterer** means the Parent or any other Group Member which becomes a bareboat charterer under a Bareboat Charter of a Ship pursuant to the terms of clause 25.8 (*Chartering*).

**Basel Accords** means the Basel II Accord, Basel III Accord and Reformed Basel III.

**Basel Regulation** means either a Basel II Regulation or a Basel III Regulation.

**Basel II Accord** means the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 as updated prior to, and in the form existing on, the date of this Agreement, excluding any amendment thereto arising out of the Basel III Accord or Reformed Basel III.

**Basel II Approach** means, in relation to any Finance Party, either the Standardised Approach or the relevant Internal Ratings Based Approach (each as defined in the Basel II Regulations applicable to such Finance Party) adopted by that Finance Party (or any of its Affiliates) for the purposes of implementing or complying with the Basel Accords.

**Basel II Regulation** means:

- (a) any law or regulation in force as at the date hereof implementing the Basel II Accord, (including the relevant provisions of CRR) to the extent only that such law or regulation re-enacts and/or implements the requirements of the Basel II Accord but excluding any provision of such law or regulation implementing the Basel III Accord or Reformed Basel III; and
- (b) any Basel II Approach adopted by a Finance Party or any of its Affiliates.

**Basel III Accord** means, together:

- (a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital

buffer” published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

- (b) the rules for global systemically important banks contained in “Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text” published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and
- (c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to “Basel III” including Reformed Basel III.

**Basel III Increased Cost** means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel III Regulation (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates) and includes a CRR Increased Cost.

**Basel III Regulation** means any law or regulation implementing the Basel III Accord (including the relevant provisions of CRR) save to the extent that such law or regulation re-enacts a Basel II Regulation.

**Break Costs** means the amount (if any) by which:

- (a) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in an Advance or relevant part of it or Unpaid Sum to the last day of the current Interest Period in respect of that Advance or relevant part of it or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

- (b) the amount which that Lender would be able to obtain by placing an amount equal to the relevant principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of that Interest Period.

**Builder** means, in relation to a Ship, the person specified as such in Schedule 2 (*Ship information*).

**Building Contract** means, in relation to a Ship, the shipbuilding contract specified in Schedule 2 (*Ship information*) originally between its Builder and the Parent relating to the construction of such Ship and shall include the Building Contract Novation Agreement in respect of such Ship.

**Building Contract Documents** means:

- (a) in relation to Ship A, the Building Contract for that Ship and any guarantee or security given by any person to the relevant Owner for the Builder’s obligations under the relevant Building Contract; and
- (b) in relation to Ship B, the Building Contract for that Ship, any Refund Guarantee and any other guarantee or security given by any person to the relevant Owner for the Builder’s obligations under the relevant Building Contract.

**Building Contract Novation Agreement** means, in relation to a Ship, the novation agreement between, among others, the Builder, the Parent and the relevant Owner, pursuant to which the Parent’s rights and obligations under the Building Contract for such Ship are novated to the relevant Owner, in the agreed form.

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in Beijing, Frankfurt am Main, London, Madrid, Paris, Oslo and Singapore, and (in relation to any date for payment or purchase of euro) any TARGET Day.

**BW Group** means BW Altor Pte. Ltd. of the Republic of Singapore and its Subsidiaries from time to time.

**Change of Control** occurs if, at any time and without the prior written approval of all the Lenders and the ECAs:

- (a) any Borrower ceases to be a wholly-owned direct Subsidiary of the Parent, unless (subject to the proviso at the end of this definition) that Borrower has become a wholly-owned direct Subsidiary of an Approved Shareholder; or
- (b) any Borrower that (subject to the proviso at the end of this definition) has become a wholly-owned direct Subsidiary of an Approved Shareholder ceases to be a wholly-owned direct Subsidiary of that Approved Shareholder unless (subject to the proviso at the end of this definition) that Borrower has become a wholly-owned direct Subsidiary of the Parent or another Approved Shareholder; or
- (c) any Approved Shareholder that (subject to the proviso at the end of this definition) owns shares in a Borrower ceases to be a wholly-owned direct or indirect Subsidiary of the Parent; or
- (d) the Parent ceases to have the right or ability to control the affairs, or the composition of the majority of the board of directors, of any Borrower and/or any Bareboat Charterer, and/or any Approved Shareholder that (subject to the proviso at the end of this definition) owns shares in a Borrower; or
- (e) any Bareboat Charterer ceases to be the Parent or a direct or indirect (and wholly-owned, unless it is a Bareboat Charterer under a JV Bareboat Charter) Subsidiary of the Parent; or
- (f) any person or group of persons acting in concert (other than Swire Pacific, the BW Group or the Scorpio Group) hold legally and beneficially more than 25% of each of (i) the issued and outstanding share capital and/or (ii) the issued and outstanding voting share capital, of the Parent,

**Provided however that** it shall not constitute a Change of Control under paragraph (a) or (b) above if all (but not part of) the shares and/or voting share capital in a Borrower are transferred from the Parent to an Approved Shareholder, or from an Approved Shareholder to another Approved Shareholder, provided that at the time of such transfer:

- (i) such Approved Shareholder has delivered to all Finance Parties and the ECAs any “know your customer” and other similar documents as required by any of them and the relevant Finance Parties and the ECAs are satisfied with the same and their relevant internal checks; and
- (ii) such Approved Shareholder becomes an Additional Guarantor pursuant to the terms of clause 36.5 (*Additional Guarantors*) and grants a Security Interest over the shares of the relevant Borrower on terms materially similar to the relevant Share Security and in agreed form (which shall constitute Finance Documents), together with any documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in respect of such Security Interest and the Approved Shareholder; and
- (iii) the Parties have entered into such other amendments and documents (including any amendment to this Agreement) as the Agent (acting reasonably) may require in respect of the above matters (at the cost and expense of the Borrowers); and
- (iv) the entry by such Approved Shareholder into any of the above documents does not otherwise constitute a Default nor would otherwise cause or result in an Event of Default (and the Parent has confirmed the same in writing to the Agent).

**Charged Property** means all of the assets of the Obligors which from time to time are, or are expressed or intended to be, the subject of the Transaction Security.

**Charter** means, in relation to a Ship, any charter commitment in relation to that Ship (other than a Bareboat Charter), which is entered into during the Facility Period between (a) either the Owner or the Bareboat Charterer as disponent owner; and (b) any person (other than a Bareboat Charterer or any Group Member or any Affiliate of any of them) as charterer or counterparty of such Owner or (as applicable) such Bareboat Charterer thereunder, and which is capable of lasting in excess of 12 months (without taking into account any options to extend or renew contained therein), and it includes an Initial Charter, and **Charters** means all of them.

**Charter Documents** means, in relation to a Ship and a Charter of that Ship, that Charter, any documents supplementing it and any Charter Guarantee.

**Charter Guarantee** means, in relation to a Ship and a Charter of that Ship, any guarantee or security given by any person for the relevant Charterer's obligations under it.

**Charter Guarantor** means, in relation to a Ship and a Charter of that Ship, the guarantor or counterparty of the relevant Owner or Bareboat Charterer under the Charter Guarantee for that Charter.

**Charterer** means, in relation to a Ship and a Charter of that Ship, the charterer or counterparty of the relevant Owner or Bareboat Charterer under that Charter (and it includes the Initial Charterers).

**Classification** means, in relation to a Ship, an appropriate classification available to vessels of this type (being on the date of this Agreement the classification specified in respect of such Ship in Schedule 2 (*Ship information*)) with the relevant Classification Society selected by the relevant Owner.

**Classification Society** means, in relation to a Ship, the classification society specified in respect of such Ship in Schedule 2 (*Ship information*), Lloyd's Register, American Bureau of Shipping or Bureau Veritas or another classification society (being a member of the International Association of Classification Societies (**IACS**) or, if such association no longer exists, any similar association nominated by the Agent) approved by the Majority Lenders as its Classification Society, at the request of the relevant Owner.

**Code** means the US Internal Revenue Code of 1986.

**Commercial Advances** means the Commercial Pre-Delivery Advance, the Commercial Delivery Advances and the Commercial Mission Equipment Advances and **Commercial Advance** means any of them.

**Commercial Delivery Advance** means an advance of the Commercial Delivery Commitments, being the Relevant Percentage of a Delivery Loan, which is made or is to be made available under the Post-Delivery Facility, or (as the context may require) the outstanding principal amount of such advance and **Commercial Delivery Advances** means, together, Commercial Delivery Advance A and Commercial Delivery Advance B.

**Commercial Delivery Advance A** means the Commercial Delivery Advance in respect of the Ship Tranche A Delivery Loan.

**Commercial Delivery Advance B** means the Commercial Delivery Advance in respect of the Ship Tranche B Delivery Loan.

**Commercial Delivery Commitment** means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Commercial Delivery Commitment" in Schedule 1 (*The original parties*) and the amount of any other Commercial Delivery Commitment assigned to it under this Agreement; and
  - (b) in relation to any other Lender, the amount of any Commercial Delivery Commitment assigned to it under this Agreement,
- to the extent not cancelled, reduced or assigned by it under this Agreement.

**Commercial Margin** means two point one zero per cent. (2.10%) per annum.

**Commercial Mission Equipment Advance** means an advance of the Commercial Mission Equipment Commitments, being the Relevant Percentage of a Mission Equipment Loan, which is made or is to be made available under the Post-Delivery Facility, or (as the context may require) the outstanding principal amount of such advance and **Commercial Mission Equipment Advances** means, together, Commercial Mission Equipment Advance A and Commercial Mission Equipment Advance B.

**Commercial Mission Equipment Advance A** means the Commercial Mission Equipment Advance in respect of the Ship Tranche A Mission Equipment Loan.

**Commercial Mission Equipment Advance B** means the Commercial Mission Equipment Advance in respect of the Ship Tranche B Mission Equipment Loan.

**Commercial Mission Equipment Commitment** means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Commercial Mission Equipment Commitment" in Schedule 1 (*The original parties*) and the amount of any other Commercial Mission Equipment Commitment assigned to it under this Agreement; and
- (b) in relation to any other Lender, the amount of any Commercial Mission Equipment Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

**Commercial Pre-Delivery Advance** means an advance of the Pre-Delivery Commercial Commitments, being 100% of the Pre-Delivery Loan, which is made or to be made available under the Pre-Delivery Facility or (as the context may require) the outstanding principal amount of such advance.

**Commitment** means, in relation to any Lender, the aggregate of that Lender's Pre-Delivery Commercial Commitment and Post-Delivery Commitment, to the extent not cancelled, reduced or assigned by it under this Agreement.

**Compliance Certificate** means a certificate substantially in the form set out in Schedule 10 (*Form of Compliance Certificate*) or otherwise approved.

**Confidential Information** means all information relating to an Obligor, the Group, the Transaction Documents or the Facilities of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facilities from either:

- (a) any Group Member or any of its advisers; or

- (b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any Group Member or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

- (i) information that:
- (A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of clause 52 (*Confidential Information*); or
  - (B) is identified in writing at the time of delivery as non-confidential by any Group Member or any of its advisers; or
  - (C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and
- (ii) any Funding Rate or Reference Bank Quotation.

**Confidentiality Undertaking** means a confidentiality undertaking substantially in the form recommended by the Loan Market Association.

**Confirmation** shall have, in relation to any Hedging Transaction, the meaning given to that term in the relevant Hedging Master Agreement.

**Constitutional Documents** means, in respect of an Obligor, such Obligor's memorandum and articles of association, by-laws or other constitutional documents including as referred to in any certificate relating to an Obligor delivered pursuant to Schedule 3 (*Conditions precedent*).

**Contractor** means, in relation to the Mission Equipment for a Ship, the person specified as such in Schedule 2 (*Ship information*).

**Contract Price** means, in relation to a Ship, the purchase price of such Ship payable under the Building Contract for such Ship as such purchase price may be varied from time to time pursuant to the terms of the Building Contract for such Ship (including by variation orders for equipment and/or by any liquidated damages unless such liquidated damages relate to delays in the delivery of the relevant Ship).

**Corrective Action Plan** or **CAP** means a plan produced by the Borrowers specifying the corrective actions (including the timing(s) and responsibility for such action(s)) being taken or proposed to be taken in order to remedy or mitigate all adverse consequences caused by an Environmental Incident, Social Incident, Environmental Claim, Social Claim, or IMO Code Claim, as may be amended or updated from time to time.

**CRR** means either CRR-EU or, as the context may require, CRR-UK.

**CRR-EU** means regulation 575/2013 of the European Union on prudential requirements for credit institutions and investment firms and regulation 2019/876 of the European Union amending Regulation (EU) No 575/2013 and all delegated and implementing regulations supplementing that Regulation.

**CRR Increased Cost** means an Increased Cost which is attributable to the implementation or application of or compliance with the CRR (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

**CRR-UK** means CRR-EU as amended and transposed into the laws of the United Kingdom by the European Union (Withdrawal) Act 2018 and the European Union (Withdrawal Agreement) Act 2020 and as amended by the Capital Requirements (Amendment) (EU Exit) Regulations 2019.

**Debt Purchase Transaction** means, in relation to a person, a transaction where such person:

- (a) purchases by way of assignment or transfer;
- (b) enters into any sub-participation in respect of; or
- (c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of,

any Commitment or amount outstanding under any Advance under this Agreement.

**Debt Service Reserve Account** means any account with an Account Bank which is defined as such in any Account Security or which is designated as a "**Debt Service Reserve Account**" under clause 30 (*Bank accounts*).

**Declassification Date** means the date on which the Agent (acting on the instructions of the Majority Lenders) and the ECAs exercise their right to declassify the Loan as a "green loan" in accordance with paragraph (a) of clause 23.16 (*Declassification Event*).

**Declassification Event** means:

- (a) if the Agent receives a Declassification Request from the Borrowers;
- (b) the Borrowers cease to be in compliance with the Green Asset Criteria; or
- (c) failure by the Borrowers to comply with the requirements of clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*), unless the failure to comply is capable of remedy and it is remedied within 10 Business Days of the earlier of (i) the Agent giving notice to the Borrowers and (ii) the Borrowers becoming aware of the failure to comply.

**Declassification Request** means a notice signed by the Borrowers requesting that the Loans are no longer to be classified as "green loans" for the purposes of the "Green Loan Provisions". Such notice shall:

- (a) be signed by a director of each Borrower;
- (b) state the proposed Declassification Date; and
- (c) set out in reasonable detail the green loan related information demonstrating why the Loans should no longer be "green loans".

**Deed of Covenant** means, in relation to a Ship in respect of which the Mortgage is in account current form and where it is customary to grant a deed of covenant, a first deed of covenant in respect of such Ship by the relevant Owner in favour of the Security Agent in the agreed form.

**Default** means an Event of Default or any event or circumstance specified in clause 33 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

**Defaulting Lender** means any Lender:

- (a) which has failed to make its participation in an Advance available (or has notified the Agent or the Borrowers (which has notified the Agent) that it will not make its participation in an Advance available) by the Utilisation Date of that Advance in accordance with clause 5.4 (*Lenders' participation*);



- (b) which has otherwise rescinded or repudiated a Finance Document; or
- (c) with respect to which an Insolvency Event has occurred and is continuing,

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:
  - (A) administrative or technical error; or
  - (B) a Disruption Event; and,payment is made within three Business Days of its due date; or
- (ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

**Delegate** means any delegate, agent, attorney, additional trustee or co-trustee appointed by the Security Agent.

**Delivery** means, in relation to a Ship, the delivery of the Ship by the Builder and acceptance of the Ship by the relevant Owner under the relevant Building Contract.

**Delivery Advances** means the Sinasure Insured Delivery Advances, the Eksfin Guaranteed Delivery Advances and the Commercial Delivery Advances and **Delivery Advance** means any of them.

**Delivery Commitment** means, in relation to a Ship, the amount specified as such in respect of such Ship in Schedule 2 (*Ship information*), as cancelled or reduced pursuant to any provision of this Agreement.

**Delivery Date** means, in relation to a Ship, the date on which its Delivery occurs.

**Delivery Loans** means the Ship Tranche A Delivery Loan and the Ship Tranche B Delivery Loan and **Delivery Loan** means any of them.

**Disposal Repayment Date** means in relation to:

- (a) a Total Loss of a Mortgaged Ship, the applicable Total Loss Repayment Date; or
- (b) a sale of a Mortgaged Ship by the relevant Owner, the date upon which such sale is completed by the transfer of title to the purchaser in exchange for payment of all or part of the relevant purchase price (and upon or immediately prior to such completion).

**Disruption Event** means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facilities (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
  - (i) from performing its payment obligations under the Finance Documents; or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

**Earnings** means, in relation to a Ship and a person, all money at any time payable to that person for or in relation to the use or operation of such Ship including freight, hire and passage moneys, money payable to that person for the provision of services by or from such Ship or under any charter commitment, requisition for hire compensation, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach and payments for termination or variation of any charter commitment and contributions of any nature whatsoever in respect of general average (including all moneys payable to the Owner and/or a Bareboat Charterer of such Ship under any Charter, Charter Guarantee or Bareboat Charter in respect of such Ship, respectively).

**Earnings Account** means any account with an Account Bank which is defined as such in any Account Security or which is designated as an "**Earnings Account**" under clause 30 (*Bank accounts*).

**EBITDA** has the meaning given to clause 22.2 (*Financial definitions*).

**ECA:**

(a) in relation to the Sinasure Insurance Policies and/or the Sinasure Insured Advances, means Sinasure; or

(b) in relation to the Eksfin Guarantees and/or the Eksfin Guaranteed Advances, means Eksfin,

and **ECAs** shall mean any or all of them.

**ECA Advance:**

(a) in relation to Sinasure and/or a Sinasure Insurance Policy, means the Sinasure Insured Advance covered by that Sinasure Insurance Policy; or

(b) in relation to Eksfin and/or an Eksfin Guarantee, means any Eksfin Guaranteed Advance covered by that Eksfin Guarantee,

and **ECA Advances** means any or all of them.

**ECA Lender:**

(a) in relation to Sinasure and/or the Sinasure Insurance Policies, means any of the Sinasure Insured Lenders; or

(b) in relation to Eksfin and/or the Eksfin Guarantees, means any of the Eksfin Guaranteed Lenders,

and **ECA Lenders** shall mean any or all of them.

**ECA Mandatory Prepayment Event** shall have the meaning given to that term in clause 8.11 (*ECA Policy*).

**ECA Policies** means the Sinasure Insurance Policies and the Eksfin Guarantees and **ECA Policy** shall mean any of them.

**ECA Premium** means any of the Sinasure Premium or the Eksfin Premium.

**EEA Member Country** means any member state of the European Union, Iceland, Liechtenstein and Norway.

**Effective Date** means, the date on which both of the following conditions are satisfied:

- (i) receipt by the ECA Agent of the issued "Letter of Intent" in relation to each Sinasure Insurance Policy, in form and substance satisfactory to all the Lenders; and
- (ii) receipt by the ECA Agent of written confirmation from Sinasure that it is credit approved for each Sinasure Insurance Policy and that it accepts the terms of this Agreement and the other Finance Documents.

**Effective Date Backstop Date** means 31 May 2025, or such later date as agreed between the Agent (acting on the instructions of all the Lenders and the ECAs) and the Borrowers.

**Eksfin** means Eksportfinansiering Norge, the export credit agency of Norway having its registered address at Støperigata 1, 0250 Oslo, Norway.

**Eksfin Fees** means any of the fees payable under clause 13.7 (*Eksfin Fees*).

**Eksfin Guarantee** means, in relation to each Ship and the Eksfin Guaranteed Advances in respect of that Ship, the guarantee dated on or about the date hereof executed by Eksfin as guarantor and accepted and countersigned by each Eksfin Guaranteed Lender and the ECA Agent, disclosed to and approved by the Borrowers in writing, covering one hundred per cent. (100%) on a comprehensive basis of political and commercial risks of the outstanding amount of principal and interest under the Eksfin Guaranteed Advances in respect of such Ship (as the same may be amended from time to time) and **Eksfin Guarantees** means all of them.

**Eksfin Guaranteed Advances** means the Eksfin Guaranteed Delivery Advances and the Eksfin Guaranteed Mission Equipment Advances and **Eksfin Guaranteed Advance** means any of them.

**Eksfin Guaranteed Commitment** means:

- (a) in relation to an Original Eksfin Guaranteed Lender, the aggregate of its Eksfin Guaranteed Delivery Commitment and Eksfin Guaranteed Mission Equipment Commitment and the amount of any other Eksfin Guaranteed Commitment assigned to it under this Agreement; and
- (b) in relation to any other Eksfin Guaranteed Lender, the amount of any Eksfin Guaranteed Delivery Commitment and Eksfin Guaranteed Mission Equipment Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

**Eksfin Guaranteed Delivery Advance** means an advance of the Eksfin Guaranteed Delivery Commitments, being the Relevant Percentage of a Delivery Loan, which is made or is to be made available under the Post-Delivery Facility, or (as the context may require) the outstanding principal amount of such advance and **Eksfin Guaranteed Delivery Advances** means, together, Eksfin Guaranteed Delivery Advance A and Eksfin Guaranteed Delivery Advance B.

**Eksfin Guaranteed Delivery Advance A** means the Eksfin Guaranteed Delivery Advance in respect of the Ship Tranche A Delivery Loan.

**Eksfin Guaranteed Delivery Advance B** means the Eksfin Guaranteed Delivery Advance in respect of the Ship Tranche B Delivery Loan.

**Eksfin Guaranteed Delivery Commitment** means:

- (a) in relation to an Original Eksfin Guaranteed Lender, the amount set opposite its name under the heading "Eksfin Guaranteed Delivery Commitment" in Schedule 1 (*The original parties*) and the amount of any other Eksfin Guaranteed Delivery Commitment assigned to it under this Agreement; and
- (b) in relation to any other Eksfin Guaranteed Lender, the amount of any Eksfin Guaranteed Delivery Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

**Eksfin Guaranteed Lender** means:

- (a) any of the Original Eksfin Guaranteed Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as an Eksfin Guaranteed Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as Eksfin Guaranteed Lender in accordance with the terms of this Agreement, and **Eksfin Guaranteed Lenders** means all of them.

**Eksfin Guaranteed Margin** means zero point nine five per cent. (0.95%) per annum.

**Eksfin Guaranteed Mission Equipment Advance** means an advance of the Eksfin Guaranteed Mission Equipment Commitments, being the Relevant Percentage of a Mission Equipment Loan, which is made or is to be made available under the Post-Delivery Facility, or (as the context may require) the outstanding principal amount of such advance and **Eksfin Guaranteed Mission Equipment Advances** means, together, Eksfin Guaranteed Mission Equipment Advance A and Eksfin Guaranteed Mission Equipment Advance B.

**Eksfin Guaranteed Mission Equipment Advance A** means the Eksfin Guaranteed Mission Equipment Advance in respect of the Ship Tranche A Mission Equipment Loan.

**Eksfin Guaranteed Mission Equipment Advance B** means the Eksfin Guaranteed Mission Equipment Advance in respect of the Ship Tranche B Mission Equipment Loan.

**Eksfin Guaranteed Mission Equipment Commitment** means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Eksfin Guaranteed Mission Equipment Commitment" in Schedule 1 (*The original parties*) and the amount of any other Eksfin Guaranteed Mission Equipment Commitment assigned to it under this Agreement; and
- (b) in relation to any other Lender, the amount of any Eksfin Guaranteed Mission Equipment Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

**Eksfin Premium** means the annual premium as it has been determined by Eksfin in relation to the issuance of an Eksfin Guarantee, corresponding to:

- (a) where the Eksfin Guaranteed Margin has not been increased pursuant to a Green Loan Margin Adjustment under clause 10.2 (*Green Loan Margin Adjustment*), one point one five per cent. (1.15%) per annum; and

- (b) where the Eksfin Guaranteed Margin has been increased pursuant to a Green Loan Margin Adjustment under clause 10.2 (*Green Loan Margin Adjustment*), one point two zero per cent. (1.20%) per annum,

calculated on each Eksfin Guaranteed Advance in accordance with the terms of each Eksfin Guarantee.

**Eksfin Transfer** means an assignment of rights, or a transfer of rights and obligations, under or in relation to the Eksfin Guaranteed Commitments and/or an Eksfin Guaranteed Advance by an Eksfin Guaranteed Lender to Eksfin (or to any person specified by Eksfin) pursuant to clause 35 (*Changes to the Lenders*).

**Eligible Institution** means any Lender or other bank, financial institution, trust, fund or other entity selected by the Borrowers and which, in each case, is not a Group Member.

**Environmental Approval** means any permit, license, consent, approval and other authorisations required under any Environmental Law.

**Environmental Claim** means any claim or proceeding by any person or company or any formal notice, whether in respect to any investigation by relevant public authorities or otherwise, which has been commenced against any Obligor or a Ship in respect of (a) any material breach of or material non-conformity with Environmental Law or (b) any material breach of or material non-conformity with or a revocation or suspension of an Environmental Approval.

**Environmental Incident** means any spill, release or discharge of Environmentally Sensitive Material which is capable of materially polluting the environment in circumstances where:

- (a) a Fleet Vessel or its owner, operator or manager is involved; and/or
- (b) any Obligor is reasonably expected to be liable for Environmental Claims arising from such spill, release or discharge (other than Environmental Claims arising and fully satisfied before the date of this Agreement).

**Environmental Law** means any applicable law, regulation, convention or treaty, judgment, order or any other executive or legislative measure or act having the force of law in any jurisdiction in which any Obligor conducts business and which relates to the pollution or protection of, or the prevention of harm or damage to, the environment, including, without limitation, the manufacturing, generation, processing, distribution, use, treatment, storage, disposal, transport or handling of Environmentally Sensitive Material.

**Environmentally Sensitive Material** means and includes all contaminants, oil, oil products, toxic substances and any other substance (including any chemical, gas or other hazardous or noxious substance) which is (or is capable of being or becoming) polluting, toxic or hazardous.

**EU Bail-In Legislation Schedule** means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

**EU Ship Recycling Regulation** means Regulation (EU) No 1257/2013 of the European Parliament and of the Council of 20 November 2013 on ship recycling and amending Regulation (EC) No 1013/2006 and Directive 2009/16/EC (Text with EEA relevance).

**EURIBOR** means, in relation to an Advance or any part of it and any Unpaid Sum:

- (a) the applicable Screen Rate as of 11:00 a.m. (Brussels time) on the relevant Quotation Day for a period equal in length to the Interest Period of that Advance or relevant part of it or Unpaid Sum; or
- (b) as otherwise determined pursuant to clause 12.1 (*Unavailability of Screen Rate*),

and if, in either case, that rate is less than zero, EURIBOR shall be deemed to be zero.

**Event of Default** means any event or circumstance specified as such in clause 33 (*Events of Default*).

**External Reviewer** means S&P Global or any replacement external reviewer being a member firm of Deloitte, Ernst & Young Global Limited, KPMG International Limited, PricewaterhouseCoopers International Limited or DNV or any other person approved by the Majority Lenders as may be appointed from time to time by the Parent, provided that any such replacement is:

- (a) an independent professional services firm, environmental consultancy firm or ratings agency which is regularly engaged in the application and monitoring of ESG standards and ESG calculation methodologies; and
- (b) not an Affiliate of an Obligor.

**Facilities** means, together:

- (a) the Pre-Delivery Facility; and
- (b) the Post-Delivery Facility,

and **Facility** means any of them.

**Facility Office** means:

- (a) in respect of a Lender, the office or offices notified by that Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement; or
- (b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for Tax purposes.

**Facility Period** means the period from and including the date of this Agreement to and including the date on which the Total Commitments have reduced to zero and all indebtedness of the Obligors under the Finance Documents has been irrevocably and unconditionally and discharged in full.

**FATCA** means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

**FATCA Application Date** means:

- (a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- (b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

**FATCA Deduction** means a deduction or withholding from a payment under a Finance Document required by FATCA.

**FATCA Exempt Party** means a Party that is entitled to receive payments free from any FATCA Deduction.

**Fee Letters** means any letters entered into between (a) any Finance Parties and/or ECA and (b) any Obligor by reference to this Agreement in relation to any fees payable to any Finance Parties and Fee Letter means any one of them.

**Final Repayment Date** means, subject to clause 45.7 (*Business Days*):

- (a) in respect of the Ship Tranche A Loans and each Advance forming part of them, the date which falls 144 months after the Delivery Date for Ship A; and
- (b) in respect of the Ship Tranche B Loans and each Advance forming part of them, the date which falls 144 months after the Delivery Date for Ship B.

**Finance Documents** means this Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Green Loan Compliance Certificate, any Fee Letter, any Utilisation Request, any Quiet Enjoyment Agreement in relation to any Ship, the Security Documents, any Transfer Certificate, any Hedging Contracts, any Hedging Master Agreement and any other document designated as such by the Agent and the Borrowers and shall, for the avoidance of doubt, exclude the ECA Policies.

**Finance Party** means the Agent, the Security Agent, any Arranger, the Bookrunner, the Green Loan Advisor, the ECA Agent, any Hedging Provider, a Lender or any Ancillary Lender.

**Financial Indebtedness** means any indebtedness for or in respect of:

- (a) moneys borrowed and debit balances at banks or other financial institutions;
- (b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);
- (c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under GAAP);
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

- (g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (h) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the latest Final Repayment Date or are otherwise classified as borrowings under GAAP;
- (i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 180 days after the date of supply;
- (j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing or otherwise classified as borrowings under GAAP; and
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

**Financial Year** means the annual accounting period of the Group ending on or about the Accounting Reference Date in each year.

**First Repayment Date** means, subject to clause 7.5 (*Consolidation of Repayment Dates*) and clause 45.7 (*Business Days*):

- (a) in respect of the Ship Tranche A Delivery Loan and each Advance forming part of it, the date falling three Months after the Delivery Date for Ship A;
- (b) in respect of the Ship Tranche A Mission Equipment Loan and each Advance forming part of it, the first Repayment Date relating to the Ship Tranche A Delivery Loan falling after the Utilisation Date of the Ship Tranche A Mission Equipment Loan, provided that if such Repayment Date relating to the Ship Tranche A Delivery Loan (**Date A**) is less than 30 days after the Utilisation Date of the Ship Tranche A Mission Equipment Loan, the First Repayment Date in respect of the Ship Tranche A Mission Equipment Loan shall be postponed until three months after Date A;
- (c) in respect of the Ship Tranche B Delivery Loan and each Advance forming part of it, the date falling three Months after the Delivery Date for Ship B; and
- (d) in respect of the Ship Tranche B Mission Equipment Loan and each Advance forming part of it, the first Repayment Date relating to the Ship Tranche B Delivery Loan falling after the Utilisation Date of the Ship Tranche B Mission Equipment Loan, provided that if such Repayment Date relating to the Ship Tranche B Delivery Loan (**Date B**) is less than 30 days after the Utilisation Date of the Ship Tranche B Mission Equipment Loan, the First Repayment Date in respect of the Ship Tranche B Mission Equipment Loan shall be postponed until three months after Date B.

**Flag State** means, in relation to a Ship (i) any Approved Flag State in which a Ship is or is to be registered on the Delivery Date, (ii) any other Approved Flag State in which a Ship is or is to be registered at the request of the relevant Owner, subject to the provisions of paragraph (b) of clause 25.2 (*Ship's name and registration*) or (iii) such other state or territory as may be approved by the Majority Lenders and the ECAs at the request of the relevant Owner (such approval or, where such state or territory is not approved by the Majority Lenders and the ECAs, such rejection, not to be unreasonably delayed), subject to the provisions of paragraph (b) of clause 25.2 (*Ship's name and registration*) as being the "**Flag State**" of such Ship for the purposes of the Finance Documents.



**Fleet Vessel** means each Mortgaged Ship and any other vessel owned, operated, managed or crewed by any Group Member.

**Funding Rate** means any individual rate notified by a Lender to the Agent pursuant to paragraph (a)(ii) of clause 12.4 (*Cost of funds*).

**GAAP** means generally accepted accounting principles in Denmark including (without limitation) international account standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

**General Assignment** means in relation to a Ship and each Owner and each Bareboat Charterer of such Ship, a first assignment of its interest in the Ship's Insurances, Earnings (including Earnings under any Charter and any Charter Guarantee for the Ship, if and to the extent it would not constitute a breach of the relevant Charter or Charter Guarantee (as applicable) for the Ship), Requisition Compensation and, in the case of the Owners only, any Bareboat Charter for such Ship, one such assignment executed by the relevant Owner and each Bareboat Charterer of such Ship in favour of the Security Agent or any other Finance Party in the agreed form.

**GHG Protocol** means the Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard, Revised Edition 2015, published by the World Business Council for Sustainable Development and the World Resources Institute, as updated from time to time.

**GLP** means the Green Loan Principles together with the "Guidance on Green Loan Principles", published on 23 February 2023 by the Loan Market Association (**LMA**), the Loan Syndications and Trading Association (**LSTA**) and the Asia Pacific Loan Market Association (**APLMA**) and the accompanying guidance in force as at the date of this Agreement.

**Green Asset Criteria** means, at any relevant time:

- (a) the proceeds of the Loans are used for the purpose of financing Green Assets;
- (b) not more than 5% of the aggregate combined annual turnover of the Borrowers attributable to the Green Assets (as shown in the then most recent audited annual financial statements of the Borrowers delivered pursuant to clause 21.3 (*Financial statements*)) is derived from non-offshore renewable energy activities; and
- (c) the aggregate market value of the Green Assets (as most recently determined by valuations obtained in accordance with clause 28 (*Minimum Security Value*)) is equal to or exceeds the outstanding amount of the Green Loan,

save that paragraphs (b) and (c) shall not apply for the purposes of a Pre-Utilisation Green Loan Compliance Certificate provided pursuant to clause 10.2(b) (*Green Loan Margin Adjustment*).

**Green Assets** means the Ships for as long as they both qualify as "*green project categories*" as defined in the Green Finance Framework.

**Green Finance Framework** means the green finance framework dated December 2023 and prepared by the Parent on sustainability reporting.

**Green Finance Second Party Opinion** means the green finance second party opinion dated 1 December 2023 and issued by the External Reviewer as the same may be updated or amended from time to time to confirm, inter alia, the alignment of the Green Finance Framework with the GLP.

**Green Loan** means the outstanding amount of the Loans until a Declassification Event occurs and is continuing.

**Green Loan Compliance Certificate** means a certificate substantially in the form set out in Schedule 11 (*Form of Green Loan Compliance Certificate*) delivered pursuant to clause 21.16

(*Green Loan Compliance Certificate and Green Loan Report*) (and it also includes a Pre-Utilisation Green Loan Compliance Certificate).

**Green Loan Compliance Certificate Inaccuracy** has the meaning given to it in clause 21.17 (*Green Loan Compliance Certificate Inaccuracy*).

**Green Loan Information** means all information which has been:

- (a) provided by or on behalf of a Group Member to a Finance Party; or
- (b) approved by any Group Member,

solely in connection with, and to the extent it relates to, any Green Loan Compliance Certificate or any Green Loan Report,

**Green Loan Provisions** means each of paragraph (g) of clause 20.8 (*No misleading information*), clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*) to clause 21.18 (*Green Loan Information*) (inclusive), clause 23.16 (*Declassification Event*) and clause 23.17 (*Green Loan publicity*).

**Green Loan Report** has the meaning given to that term in clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*).

**Group** means the Parent and its Subsidiaries for the time being and, for the purposes of clause 21.3 (*Financial statements*) and clause 22 (*Financial covenants*), any other entity required to be treated as a subsidiary in its consolidated accounts in accordance with GAAP and/or any applicable law.

**Group Member** means any Obligor and any other entity which is part of the Group.

**Guarantee** means the obligations of the Guarantors under clause 19 (*Guarantee and indemnity*).

**Guarantor** means the Parent or an Additional Guarantor which has become a guarantor under this Agreement pursuant to clause 36.5 (*Additional Guarantors*) and **Guarantors** means any or all of them.

**Hedging Contract** means any Hedging Transaction between one or more of the Borrowers and any Hedging Provider pursuant to any Hedging Master Agreement and includes any Hedging Master Agreement and any Confirmations from time to time exchanged under it and governed by its terms relating to that Hedging Transaction and any contract in relation to such a Hedging Transaction constituted and/or evidenced by them and **Hedging Contracts** means together all or any of them.

**Hedging Contract Security** means a deed or other instrument by the Borrowers in favour of the Security Agent in the agreed form conferring a Security Interest over any Hedging Contracts.

**Hedging Exposure** means, as at any relevant date and in relation to any Hedging Provider, the aggregate of the amount certified by that Hedging Provider to the Agent to be the net amount in euro;

- (a) in relation to all Hedging Contracts with that Hedging Provider that have been closed out on or prior to the relevant date, that is due and owing by the Borrowers or any of them to that Hedging Provider in respect of such Hedging Contracts on the relevant date; and
- (b) in relation to all Hedging Contracts with that Hedging Provider that are continuing on the relevant date, that would be payable by the Borrowers or any of them to that Hedging Provider under (and calculated in accordance with) the early termination provisions of such Hedging Contracts as if an Early Termination Date (under and as defined in the relevant Hedging Master Agreement) had occurred on the relevant date in relation to all such continuing Hedging Contracts.

**Hedging Guarantor** means, in relation to a Hedging Master Agreement to which a Borrower is a party, the other Borrower, and **Hedging Guarantors** means together all of them.

**Hedging Master Agreement** means each agreement made or (as the context may require) to be made between a Borrower and a Hedging Provider comprising an ISDA Master Agreement and the Schedule thereto in the agreed form and **Hedging Master Agreements** means together all or any of them.

**Hedging Provider** means:

- (a) any Original Hedging Provider; and
- (b) any entity which has become a Party as a Hedging Provider in accordance with clause 35.14 (*Accession of Hedging Providers*), and **Hedging Providers** means any or all of them.

**Hedging Transaction** has, in relation to any Hedging Master Agreement, the meaning given to the term "Transaction" in that Hedging Master Agreement and **Hedging Transactions** means any or all of them.

**Holding Company** means, in relation to a person, any other person in respect of which it is a Subsidiary.

**IMO Code Claim** means any formal notice of or claim from relevant authorities for a material breach of the ISM Code, the ISPS Code, the Polar Code, SOLAS, MARPOL or the STCW/STCW-F being made against any Obligor or otherwise in connection with a Ship or any actual or threatened withdrawal, suspension, cancellation or modification of the SMC, the ISSC or the DOC or any "major non-conformity", as such term is defined in the ISM Code.

**Impaired Agent** means the Agent at any time when:

- (a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;
- (b) the Agent otherwise rescinds or repudiates a Finance Document;
- (c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a) or (b) of the definition of Defaulting Lender; or
- (d) an Insolvency Event has occurred and is continuing with respect to the Agent;

unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by:

- (A) administrative or technical error; or
- (B) a Disruption Event; and

payment is made within 3 Business Days of its due date; or

(ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question

**Increased Costs** has the meaning given to that term in clause 15.1 (*Increased costs*).

**Indemnified Person** means:

- (a) each Finance Party, each of the ECAs, each Receiver, any Delegate and any attorney, agent or other person appointed by them under the Finance Documents;
- (b) each Affiliate of those persons; and
- (c) any officers, directors, employees, advisers, representatives or agents of any of the above persons.

**Initial Bareboat Charter** means, in relation to each Ship, the Bareboat Charter for that Ship the details of which are provided in Schedule 2 (*Ship information*) under the relevant Ship and **Initial Bareboat Charters** means all of them.

**Initial Charter** means, in relation to each Ship, each of the charter commitments for that Ship, details of which are provided in Schedule 2 (*Ship information*) under the relevant Ship and **Initial Charters** means all of them.

**Initial Charterer** means, in relation to each Ship and each of its respective Initial Charters, the charterer under such Initial Charter, whose details are set out in Schedule 2 (*Ship information*) under the relevant Ship.

**Initial Refund Guarantee** means, in relation to Ship B, the initial refund guarantees details of which are specified in Schedule 2 (*Ship information*) under Ship B, issued by the Initial Refund Guarantor in respect of the obligations of the Builder under the relevant Building Contract.

**Initial Refund Guarantor** means, in relation to Ship B, the initial refund guarantor specified as such in Schedule 2 (*Ship information*) under Ship B.

**Insolvency Event** in relation to an entity means that the entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;
- (e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:
  - (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation; or
  - (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (f) has exercised in respect of it one or more of the stabilisation powers pursuant to Part 1 of the Banking Act 2009 and/or has instituted against it a bank insolvency proceeding

pursuant to Part 2 of the Banking Act 2009 or a bank administration proceeding pursuant to Part 3 of the Banking Act 2009;

- (g) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (h) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d) above);
- (i) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other enforcement action or legal process levied, enforced, taken or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (j) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or
- (k) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

**Installation** means, in relation to a Ship, the installation of the Mission Equipment for that Ship by the relevant Contractor under the relevant Mission Equipment Contract.

**Insurance Notice** means, in relation to a Ship, a notice of assignment of Insurances in the form scheduled to any of the Ship's General Assignments or in another approved form.

**Insurances** means, in relation to a Ship:

- (a) all policies and contracts of insurance; and
- (b) all entries in a protection and indemnity or war risks or other mutual insurance association,

in the name of such Ship's Owner or the joint names of its Owner and any other person in respect of or in connection with such Ship and includes all benefits thereof (including the right to receive claims and to return of premiums), but it excludes loss of hire or Earnings insurances.

**Interbank Market** means the European interbank market.

**Interest Period** means, in relation to an Advance, each period determined in accordance with clause 11 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with clause 10.4 (*Default interest*).

**Interpolated Screen Rate** means, in relation to EURIBOR for an Interest Period with respect to any Advance or any part of it or any Unpaid Sum, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:

- (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the relevant Interest Period; and
- (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the relevant Interest Period,

each as of 11:00 a.m. (Brussels time) on the relevant Quotation Day.

**Inventory of Hazardous Material** means, in relation to a Ship, a statement of compliance issued by the relevant Classification Society and which includes a list of any and all materials known to be potentially hazardous utilised in the construction of the Ship and which also may be referred to as a List of Hazardous Material.

**JV Bareboat Charter** means, in relation to each Ship, a bareboat charter for that Ship entered into pursuant to the terms of, and defined as such in, clause 25.8(c) (*Chartering*).

**Last Availability Date** means:

- (a) in respect of the Pre-Delivery Loan and the Pre-Delivery Advance, the earlier of (a) the Utilisation Date of the Pre-Delivery Loan and the Pre-Delivery Advance and (b) the Penultimate Instalment Backstop Date;
- (b) in respect of a Delivery Loan and the Ship related to that Delivery Loan and the Advances forming part of it, the earlier of (a) the Utilisation Date of that Delivery Loan, (b) the Delivery Date for that Ship and (c) the Backstop Date for that Ship; and
- (c) in respect of a Mission Equipment Loan and the Ship related to that Mission Equipment Loan and the Advances forming part of it, the earlier of (a) the Utilisation Date of that Mission Equipment Loan, (b) the Redelivery Date for that Ship and (c) the Redelivery Backstop Date for that Ship,

or, in each such case, such later date as may be approved by all the Lenders and, in the case of the Post-Delivery Loans, the ECAs.

**Legal Opinion** means any legal opinion delivered to the Agent and the Security Agent under clause 4 (*Conditions of Utilisation*).

**Legal Reservations** means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Act 1980 and the Foreign Limitation Periods Act 1984;
- (c) the possibility that an undertaking to assume liability for, or indemnify a person against, non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (d) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and
- (e) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions.

**Lender** means:

- (a) any of the Original Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as Lender in accordance with the terms of this Agreement, and **Lenders** means all of them.

**Loans** means the Pre-Delivery Loan, the Delivery Loans and the Mission Equipment Loans and **Loan** means any one of them.

**Loss Payable Clauses** means, in relation to a Ship, the provisions concerning payment of claims under the Ship's Insurances in the form scheduled to any of the Ship's General Assignments or in another approved form.

**Losses** means any costs, expenses (including, but not limited to, legal fees), payments, charges, losses, demands, liabilities, taxes (including VAT), claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.

**Major Casualty** means any casualty to a vessel for which the total insurance claim, inclusive of any deductible, exceeds or may exceed the Major Casualty Amount.

**Major Casualty Amount** means, in relation to a Ship, the amount specified as such against the name of that Ship in Schedule 2 (*Ship information*) for such Ship or the equivalent in any other currency.

**Majority Lenders** means a Lender or Lenders whose Commitments aggregate more than 66 2/3% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66 2/3% of the Total Commitments immediately prior to the reduction).

**Management Agreement** means, in relation to a Ship, the agreement between the relevant Owner or Bareboat Charterer (as applicable) of that Ship and a Manager relating to the appointment of that Manager in respect of such Ship.

**Manager** means, in relation to each Ship, the Bareboat Charterer of such Ship (including where a separate Management Agreement has been entered into between the relevant Owner and the relevant Bareboat Charterer) from time to time as technical manager and commercial manager of such Ship, or another manager appointed by an Owner or Bareboat Charterer (as applicable) of the relevant Ship as the technical and/or commercial manager of such Ship in accordance with clause 25.4 (*Manager*).

**Manager's Undertaking** means in relation to a Ship, an undertaking by any manager of the Ship (other than where such manager is also the Bareboat Charterer of such Ship and a Guarantor) to the Security Agent in the agreed form, including pursuant to clause 25.4 (*Manager*).

**Mandatory Declassification Event** means a Declassification Event under paragraphs (b) and/or (c) of the definition of Declassification Event.

**Margin** means:

- (a) the following rate per annum, subject to paragraph (b) below:
  - (i) in relation to the Sinasure Insured Advances, the Sinasure Insured Margin;
  - (ii) in relation to the Eksfin Guaranteed Advances, the Eksfin Guaranteed Margin;
  - (iii) in relation to the Commercial Advances, the Commercial Margin; or
- (b) such other rate per annum as may be determined to be the Margin from time to time in accordance with the adjustment provisions of clause 10.2 (*Green Loan Margin Adjustment*).

**Material Adverse Effect** means a material adverse effect on:

- (a) the operations, property or condition (financial or otherwise) of the Obligors taken as a whole; or
- (b) the ability of an Obligor to perform its obligations under any of the Finance Documents; or

- (c) the legality, validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purporting to be granted pursuant to any of, the Finance Documents or any of the rights or remedies of any Finance Party under any of the Finance Documents.

**Measurement Period** has the meaning given to that term in clause 22.2 (*Financial definitions*).

**Minimum Bareboat Charter Hire** means, in relation to a Ship, its Owner, and a Bareboat Charter relevant to it, an amount which, for the entire tenor of that Bareboat Charter is, in the reasonable opinion of all the Lenders, sufficient:

- (a) to allow the Borrowers to pay when they fall due under the Finance Documents all amounts of principal in respect of the Advances relevant to such Ship, interest thereon, all amounts payable under all Hedging Contracts relating to such Advances, any other amounts relating to such Advances and to pay and/or prepay, or otherwise meet all their obligations when they fall due under, the Ancillary Outstandings (multiplied by the Relevant Proportion for such Ship); and
- (b) to allow the Owner of such Ship to pay when they fall due any and all costs and expenses (including operating costs and expenses) of the Ship which are for the account of that Owner under the terms of the Bareboat Charter, including any and all maintenance, management, drydocking, insurance, general and administrative costs, expenses, indemnities and any and all other costs, expenses and Taxes of the Owner in connection with its own and the Ship's administration, operation, corporate existence, ownership of assets and taxation (as applicable); and
- (c) to allow for an additional amount of 10% of all the above sums under paragraphs (a) and (b) at any given time as contingency for additional payments which the Borrowers may have to make,

in each case, as any such amounts may fall due during the entire tenor of that Bareboat Charter or are otherwise connected with that Bareboat Charter and provided that the charter hire under a Bareboat Charter shall not at any time exceed the maximum amount permitted by transfer pricing regulations applicable to the relevant Bareboat Charterer and/or Owner.

**Minimum Value** means, at any time, the amount in euro which is at that time 140 per cent. of the amount which is the sum of:

- (a) the Loans (disregarding the amounts borrowed and outstanding under the Pre-Delivery Loan until the Delivery of Ship B has occurred);  
minus
- (b) any amount then credited to any Debt Service Reserve Account;  
minus
- (c) the value of any additional security then held by the Security Agent or any other Finance Party provided pursuant to clause 28.13 (*Security shortfall*) in the form of cash deposit in euros (but always subject to clause 28.14 (*Creation of additional security*));  
minus
- (d) in relation to any Mortgaged Ship which has become a Total Loss but whose Disposal Repayment Date has not then occurred, such part of the Loans as will be required to be prepaid upon such Disposal Repayment Date under clause 8.8 (*Sale or Total Loss*).

**Mission Equipment** means, in relation to a Ship, the mission equipment described as such in respect of such Ship in Schedule 2 (*Ship information*).



**Mission Equipment Advances** means the Eksfin Guaranteed Mission Equipment Advances and the Commercial Mission Equipment Advances and **Mission Equipment Advance** means any of them.

**Mission Equipment Commitment** means, in relation to a Ship, the amount specified as such in respect of such Ship in Schedule 2 (*Ship information*), as cancelled or reduced pursuant to any provision of this Agreement.

**Mission Equipment Contract** means, in relation to a Ship, the contract specified in Schedule 2 (*Ship information*) under such Ship between the relevant Contractor and the relevant Owner relating to the construction and installation of the Mission Equipment for such Ship.

**Mission Equipment Contract Documents** means, in relation to a Ship, the Mission Equipment Contract for that Ship and any guarantee or security given by any person to the relevant Owner for the Contractor's obligations under the relevant Mission Equipment Contract.

**Mission Equipment Contract Price** means, in relation to a Ship, the purchase price of the Mission Equipment for such Ship payable under the Mission Equipment Contract for such Ship as such purchase price may be varied from time to time pursuant to the terms of the Mission Equipment Contract for such Ship (including by variation orders for equipment and/or by any liquidated damages unless such liquidated damages relate to delays in the redelivery of such Ship).

**Mission Equipment Loans** means the Ship Tranche A Mission Equipment Loan and the Ship Tranche B Mission Equipment Loan and **Mission Equipment Loan** means any of them.

**Mission Equipment Security** means, to the extent required pursuant to Part 4 of Schedule 3 (*Conditions precedent*) or paragraph (b) of clause 25.2 (*Ship's name and registration*) in relation to a Ship, a first priority or (as the case may be) first preferred Security Interest over the Mission Equipment for that Ship in the agreed form by the relevant Owner in favour of the Security Agent or any other Finance Party.

**Month** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in the calendar month in which that period is to end (if there is one) or on the immediately preceding Business Day (if there is not);
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period.

**Mortgage** means, in relation to a Ship, a first priority or (as the case may be) first preferred mortgage of the Ship in the agreed form by the relevant Owner in favour of the Security Agent or any other Finance Party.

**Mortgage Period** means, in relation to a Mortgaged Ship, the period from the date the Mortgage over that Ship is executed and registered until the date such Mortgage is released and discharged or, if earlier, its Total Loss Date.

**Mortgaged Ship** means, at any relevant time, any Ship which has been delivered to the relevant Owner under the relevant Building Contract and is subject to a Mortgage and/or whose Earnings,

Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

**New Lender** has the meaning given to that term in clause 35 (*Changes to the Lenders*).

**Notifiable Debt Purchase Transaction** has the meaning given to that term in clause 36.3 (*Disenfranchisement of Debt Purchase Transactions entered into by Parent Affiliates*).

**Obligors** means the Borrowers, the Guarantors and any Manager (with the exception of any Manager who is not a Group Member) and includes the Hedging Guarantors, and **Obligor** means any one of them.

**Obligors' Agent** means the Parent.

**Original Financial Statements** means the audited consolidated financial statements of the Parent for its Financial Year ended 31 December 2023 and unaudited consolidated financial statements of the Parent for the financial half year ended 30 June 2024 and for the financial quarter ended 30 September 2024.

**Original Jurisdiction** means, in relation to an Obligor, the jurisdiction under whose laws that Obligor is incorporated as at the date of this Agreement or, in the case of an Additional Guarantor, as at the date on which that Additional Guarantor becomes Party.

**Original Obligors** means the Borrowers and the Parent and **Original Obligor** means any of them.

**Original Schedule of Repayment Amounts** means Schedule 7 (*Original Schedule of Repayment Amounts*) to this Agreement.

**Original Security Documents** means:

- (a) the Pre-Delivery Security Assignment;
- (b) the Mortgages over each of the Ships;
- (c) the Deeds of Covenant in relation to each of the Ships in respect of which the Mortgage is in account current form and where it is customary to grant a deed of covenant;
- (d) the General Assignments in relation to each of the Ships, one by each Owner and each Bareboat Charterer of each Ship;
- (e) the Share Security in relation to each Borrower;
- (f) the Account Security in relation to each Account;
- (g) the Hedging Contract Security;
- (h) any Subordination Deed;
- (i) any Manager's Undertaking; and
- (j) any Mission Equipment Security.

**Owner** means, in relation to a Ship, the person specified against the name of that Ship in Schedule 2 (*Ship information*).

**Parent** means the company described as such in Schedule 1 (*The original parties*).

**Parent Affiliate** means the Parent, each of its Affiliates, any trust of which the Parent or any of its Affiliates is a trustee, any partnership of which the Parent or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, the Parent or any of its Affiliates.

**Participating Member State** means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

**Party** means a party to this Agreement.

**Penultimate Instalment** means the last pre-delivery instalment of the Contract Price for Ship B falling due before the final instalment for such Ship falls due under such Ship's Delivery, and after all other pre-delivery instalments of the Contract Price for such Ship have fallen due, in each case pursuant to the provisions of the Building Contract.

**Penultimate Instalment Backstop Date** means, in relation to Ship B, the date identified as such in Schedule 2 (*Ship information*).

**Permitted Distribution** means a dividend or other distribution (in cash or in kind) made by the Parent in respect of a prior Financial Year provided that the Parent confirms to the Finance Parties by submitting a written certificate signed by its Chief Financial Officer or its Chief Executive Officer, that:

- (a) the dividend or other distribution constitutes no more than 50% of the Parent's consolidated net profit for such prior Financial Year, as the same is shown in the then latest Annual Financial Statements (as defined in clause 21 (*Information undertakings*)) for the Measurement Period corresponding to such Financial Year; and
- (b) the financial covenants under clause 22 (*Financial Covenants*) forecasted and calculated on a pro forma basis for the 12 month period starting on the date of the certificate will be complied with.

**Permitted Maritime Liens** means, in relation to any Mortgaged Ship:

- (a) unless a Default is continuing, any ship repairer's or outfitter's possessory lien in respect of the Ship for an amount not exceeding the Major Casualty Amount for such Ship;
- (b) any lien on the Ship for master's, officer's or crew's wages outstanding in the ordinary course of its trading;
- (c) any lien for master's disbursements incurred in the ordinary course of trading;
- (d) any lien on the Ship for salvage; and
- (e) any liens arising on the Ship by operation of law in the ordinary course of trading provided they secure obligations not more than 30 days overdue.

**Permitted Security Interests** means, in relation to any Mortgaged Ship, any Security Interest over it which is:

- (a) granted by the Finance Documents; or
- (b) a Permitted Maritime Lien; or
- (c) approved by the Majority Lenders.

**Poseidon Principles** means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be

amended or replaced to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization from time to time.

**Post-Delivery Commercial Commitment** means:

- (a) in relation to an Original Post-Delivery Commercial Lender, the aggregate of its Commercial Delivery Commitment and Commercial Mission Equipment Commitment and the amount of any other Post-Delivery Commercial Commitment assigned to it under this Agreement; and
- (b) in relation to any other Post-Delivery Commercial Lender, the amount of any Commercial Delivery Commitment and Commercial Mission Equipment Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

**Post-Delivery Commercial Lender** means:

- (a) any of the Original Post-Delivery Commercial Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Post-Delivery Commercial Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as Post-Delivery Commercial Lender in accordance with the terms of this Agreement, and **Post-Delivery Commercial Lenders** means all of them.

**Post-Delivery Commitment** means:

- (a) in relation to an Original Lender, the aggregate of its Sinosure Insured Commitment, Eksfin Guaranteed Commitment and Post-Delivery Commercial Commitment and the amount of any other Post-Delivery Commitment assigned to it under this Agreement; and
- (b) in relation to any other Lender, the amount of any Sinosure Insured Commitment, Eksfin Guaranteed Commitment and Post-Delivery Commercial Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

**Post-Delivery Facility** means the €525,000,000 term loan facility made available by the Lenders with Post-Delivery Commitments under this Agreement, as described in paragraph (b) of clause 2.1 (*The Facilities*), in two (2) Ship Tranches.

**Post-Delivery Facility Available Commitment** means a Lender's Post-Delivery Commitment, minus the amount of its participation in the Post-Delivery Facility.

**Post-Delivery Loans** means the Delivery Loans and the Mission Equipment Loans and **Post-Delivery Loan** means any of them.

**Pre-Delivery Advance** means the Commercial Pre-Delivery Advance.

**Pre-Delivery Commercial Commitment** means:

- (a) in relation to an Original Pre-Delivery Commercial Lender, the amount set opposite its name under the heading "Pre-Delivery Commercial Commitment" in Schedule 1 (*The original parties*) and the amount of any other Pre-Delivery Commercial Commitment assigned to it under this Agreement; and
- (b) in relation to any other Pre-Delivery Commercial Lender, the amount of any Pre-Delivery Commercial Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

**Pre-Delivery Commercial Lender** means:

- (a) any of the Original Pre-Delivery Commercial Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Pre-Delivery Commercial Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as Pre-Delivery Commercial Lender in accordance with the terms of this Agreement, and **Pre-Delivery Commercial Lenders** means all of them.

**Pre-Delivery Commitment** means, in relation to Ship B, the amount specified as such in respect of such Ship in Schedule 2 (*Ship information*), as cancelled or reduced pursuant to any provision of this Agreement.

**Pre-Delivery Facility** means the €50,000,000 term loan facility made available by the Lenders with Pre-Delivery Commercial Commitments under this Agreement as described in paragraph (a) of clause 2.1 (*The Facilities*).

**Pre-Delivery Facility Available Commitment** means a Lender's Pre-Delivery Commercial Commitment, minus the amount of its participation in the Pre-Delivery Facility.

**Pre-Delivery Loan** means a borrowing of up to the Total Pre-Delivery Commitments by the Borrowers which is made or is to be made available in relation to Ship B, or (as the context may require) the outstanding principal amount of such borrowing.

**Pre-Delivery Security Assignment** means, in relation to Ship B, an English law governed assignment of the Building Contract and the Refund Guarantees by the Owner in favour of the Security Agent for the benefit of the Finance Parties in the agreed form and also includes any further deed of assignment in relation to any reinstated, reconfirmed or replacement refund guarantee as referred to in paragraph (a)(v) of clause 8.9 (*Mandatory Pre-Delivery cancellation*) in relation to that Ship.

**Pre-Utilisation Green Loan Compliance Certificate** means a Green Loan Compliance Certificate to be provided pursuant to paragraph (b) of clause 10.2 (*Green Loan Margin Adjustment*) in such form similar to that of Schedule 11 (*Form of Green Loan Compliance Certificate*) (but adjusted to take into account only those of the Green Asset Criteria applicable to the Pre-Utilisation Green Loan Compliance Certificate) as is acceptable to the Agent (acting reasonably).

**Quasi-Security** has the meaning given to that term in clause 31.2 (*General negative pledge*).

**Quiet Enjoyment Agreement** means, in relation to a Ship, a letter by the Security Agent addressed to, and acknowledged by, a charterer of that Ship (other than a Bareboat Charterer) in the agreed form.

**Quotation Day** means, in relation to any period for which an interest rate is to be determined, two TARGET Days before the first day of that period unless market practice in the Interbank Market differs, in which case the Quotation Day shall be determined by the Agent in accordance with market practice in the Interbank Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days).

**Receiver** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property appointed under any Security Document.

**Redelivery** means, in relation to a Ship, the redelivery of such Ship by the relevant Contractor and acceptance of the Ship by the relevant Owner under the relevant Mission Equipment Contract with the relevant Installation and other works and services completed thereunder.

**Redelivery Backstop Date** means, in relation to a Ship, the date falling on the earlier of (a) 4 months after the Delivery Date for such Ship and (b) 1 month prior to the commencement of the first Initial Charter for such Ship, or such other later date approved by all the Lenders and the ECAs resulting from any delay in the Scheduled Redelivery Date as a result of permissible delays under the relevant Mission Equipment Contract.

**Redelivery Date** means, in relation to a Ship, the date on which its Redelivery occurs.

**Reference Bank Quotation** means any quotation supplied to the Agent by a Reference Bank under any Finance Document.

**Reference Bank Rate** means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks:

- (a) (other than where paragraph (b) below applies) as the rate at which the relevant Reference Bank believes one prime bank is quoting to another prime bank for interbank term deposits in euro within the Participating Member States for the relevant period; or
- (b) if different, as the rate (if any and applied to the relevant Reference Bank and the relevant period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator.

**Reference Banks** means, in relation to EURIBOR, such entities as may be appointed by the Agent in consultation with the Borrowers.

**Reformed Basel III** means the agreements contained in "Basel III: Finalising post-crisis reforms" published by the Basel Committee on Banking Supervision in December 2017, as amended, supplemented or restated.

**Refund Guarantee** means, in relation to Ship B, the Initial Refund Guarantee and shall include any further refund guarantees in the agreed form issued by any Refund Guarantor in respect of the obligations of the Builder under the relevant Building Contract upon payment of future instalments of the Contract Price for such Ship.

**Refund Guarantor** means the Initial Refund Guarantor and any Approved Refund Guarantor who may issue a Refund Guarantee.

**Registry** means, in relation to each Ship, such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the relevant Ship, the relevant Owner's title to such Ship and the relevant Mortgage and (if applicable) the relevant Deed of Covenant under the laws of its Flag State.

**Related Fund** in relation to a fund (the **first fund**), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

**Relevant Jurisdiction** means, in relation to an Obligor:

- (a) its Original Jurisdiction;
- (b) any jurisdiction where any Charged Property owned by it is situated;
- (c) any jurisdiction where it conducts its business; and

(d) any jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

**Relevant Percentage** means:

- (a) in relation to each Delivery Loan (and the Advances forming part of it):
  - (i) 65.934 per cent. in respect of the relevant Sinosure Insured Delivery Advance;
  - (ii) 16.484 per cent. in respect of the relevant Eksfin Guaranteed Delivery Advance; and
  - (iii) 17.582 per cent. in respect of the relevant Commercial Delivery Advance; and
- (b) in relation to each Mission Equipment Loan (and the Advances forming part of it):
  - (i) 50 per cent. in respect of the relevant Eksfin Guaranteed Mission Equipment Advance; and
  - (ii) 50 per cent. in respect of the relevant Commercial Mission Equipment Advance.

**Relevant Proportion** means, in relation to a Ship, its Owner, the Ancillary Facilities and the Ancillary Outstandings, a fraction having 1 as its numerator and as its denominator the number which is equal to all Mortgaged Ships (including such Ship) plus, if the relevant Ship is not a Mortgaged Ship, also such Ship.

**Repayment Date** means, subject to clause 45.7 (*Business Days*):

- (a) in respect of the Pre-Delivery Loan and the Pre-Delivery Advance, the earlier to occur of:
  - (i) the Delivery Date for Ship B;
  - (ii) the Backstop Date for Ship B; and
  - (iii) the Utilisation Date for the Ship Tranche B Delivery Loan; and
- (b) in respect of a Post-Delivery Loan and the Advances forming part of it:
  - (i) the First Repayment Date for such Post-Delivery Loan;
  - (ii) each of the dates falling at intervals of three Months thereafter up to but not including the Final Repayment Date for such Post-Delivery Loan; and
  - (iii) the Final Repayment Date for such Post-Delivery Loan.

**Repeating Representations** means each of the representations set out in clauses 20.2 (*Status*) to 20.7 (*Governing law and enforcement*), 20.8(b) and 20.8(e) (*No misleading information*), 20.9(a) to 20.9(c) (*Original Financial Statements*), 20.10 (*Pari passu ranking*), 20.11 (*Ranking and effectiveness of security*), 20.22 (*Anti-bribery, anti-corruption and anti-money laundering laws*) and 20.23 (*Security and Financial Indebtedness*).

**Replacement Schedule of Repayment Amounts** means any replacement Schedule of Repayment Amounts calculated by the Agent in accordance with clause 7 (*Repayment*).

**Requisition Compensation** means, in relation to a Ship, any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of such Ship.

**Resolution Authority** means any body which has authority to exercise any Write-down and Conversion Powers.

**Restricted Party** means a person that is:

- (a) listed on any Sanctions List or targeted by Sanctions (whether designated by name or by reason of being included in a class of person); or
- (b) located in or incorporated under the laws of any Sanctioned Country;
- (c) directly or indirectly owned or controlled by, or acting on behalf, at the direction, or for the benefit, of a person referred to in paragraphs (a) and/or (to the extent relevant under Sanctions) (b) above; or
- (d) otherwise, or will become with the expiry of any period of time, subject to Sanctions.

**Sanctioned Country** means a country or territory whose government is the target of, or that is subject to, comprehensive, country-wide or territory-wide Sanctions (including, as at the date of this Agreement, Sudan, Cuba, Syria, Iran, North Korea and Crimea as well as the Donetsk, Luhansk, Zaporizhzhia and Kherson regions of Ukraine).

**Sanctions** means any applicable (to any Obligor, Group Member, each of their directors, officers and employees and/or Finance Party as the context provides) laws, regulations or orders concerning any trade, economic or financial sanctions or embargoes or other restrictive measures enacted or enforced by a Sanctions Authority.

**Sanctions Advisory** means the sanctions advisory for the Maritime Industry, Energy and Metals Sectors, and Related Communities issued May 14, 2020 by the US Department of the Treasury, Department of State and Coast Guard, as may be amended or supplemented, and any similar future advisory.

**Sanctions Authority** means the Norwegian State, the United Nations, the European Union, each of the present or future Member States of the European Union, the United Kingdom, the United States of America, the Monetary Authority of Singapore and the Hong Kong Monetary Authority, and the respective governmental institutions and agencies of the foregoing, including, but not limited to, His Majesty's Treasury (**HMT**), the Office of Foreign Assets Control of the US Department of Treasury (**OFAC**), the United States Department of State, and any of their respective legislative, executive, enforcement and/or regulatory authorities or bodies acting in connection with Sanctions and any governmental authority with jurisdiction over an Obligor.

**Sanctions List** means:

- (a) the lists of Sanctions designations and/or targets maintained by any Sanctions Authority;
- (b) any other Sanctions designation or target listed and/or adopted by a Sanctions Authority,; and/or
- (c) any similar list maintained by, or any public announcement of Sanctions designation made by, any Sanctions Authority,

in all cases, as amended, supplemented or replaced from time to time.

**Scheduled Delivery Date** means, in respect of a Ship, the date referred to in Schedule 2 (*Ship information*) under such Ship, being the estimated date for Delivery of the relevant Ship under the Building Contract for that Ship as at the date of this Agreement.

**Scheduled Redelivery Date** means, in respect of a Ship, the date referred to in Schedule 2 (*Ship information*) under such Ship, being the estimated date for the Redelivery in respect of that Ship as at the date of this Agreement.

**Schedule of Repayment Amounts** means the Original Schedule of Repayment Amounts or, as the case may be, a Replacement Schedule of Repayment Amounts.



**Scorpio Group** means Scorpio Holdings Limited of the Republic of the Marshall Islands and its Subsidiaries from time to time.

**Screen Rate** means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Borrowers and the Lenders.

**Secured Obligations** means all indebtedness and obligations at any time of any Obligor to any Finance Party (whether for its own account or as agent or trustee for itself and/or other Finance Parties) under, or related to, the Finance Documents and the Ancillary Documents.

**Security Agent** includes any person as may be appointed as such under the Finance Documents and includes any separate trustee or co-trustee appointment under clause 38.8 (*Additional trustees*).

**Security Documents** means:

- (a) the Original Security Documents;
- (b) any other document (other than the ECA Policies) as may be executed to guarantee and/or secure any amounts owing to the Finance Parties under this Agreement or any other Finance Document.

**Security Interest** means a mortgage, charge, pledge, lien, assignment, trust, hypothecation or other security interest of any kind securing any obligation of any person or any other agreement or arrangement having a similar effect.

**Security Property** means:

- (a) the Transaction Security expressed to be granted in favour of the Security Agent as trustee for the Finance Parties and all proceeds of that Transaction Security;
- (b) all obligations expressed to be undertaken by any Obligor to pay amounts in respect of the Secured Obligations to the Security Agent as trustee for the Finance Parties and secured by the Transaction Security together with all representations and warranties expressed to be given by an Obligor in favour of the Security Agent as trustee for the Finance Parties; and
- (c) any other amounts or property, whether rights, entitlements, choses in action or otherwise, actual or contingent, which the Security Agent is required by the terms of the Finance Documents to hold as trustee on trust for the Finance Parties.

**Security Value** means, at any time, the amount in euro which, at that time, is the aggregate of:

- (a) the aggregate of the values (or, if less in relation to an individual Ship, the maximum amount capable of being secured by the Mortgage of the relevant Ship) of all of the Mortgaged Ships which have not then become a Total Loss; and
- (b) the value of any additional security then held by the Security Agent or any other Finance Party provided under clause 28 (*Minimum security value*),

in each case as most recently determined in accordance with this Agreement (but excluding the value of any additional security then held by the Security Agent or any other Finance Party provided pursuant to clause 28.13 (*Security shortfall*)) in the form of cash deposits in euro).

**Selection Notice** means a notice substantially in the form set out in Schedule 6 (*Selection Notice*) given in accordance with clause 11 (*Interest Periods*).

**Share Security** means, in relation to each Borrower, the document constituting a first Security Interest by the person(s) described as its shareholder(s) in Schedule 1 (*The original parties*) in favour of the Security Agent or any other Finance Party in the agreed form in respect of all of the shares in such Borrower.

**Ship A** means the ship described as such in Schedule 2 (*Ship information*).

**Ship B** means the ship described as such in Schedule 2 (*Ship information*).

**Ship Commitment** means, in relation to a Ship, the aggregate of the Delivery Commitment and Mission Equipment Commitment for that Ship.

**Ship Representations** means each of the representations and warranties set out in clauses 20.35 (*Ship status*) and 20.36 (*Ship's employment*).

**Ships** means Ship A and Ship B, and **Ship** means any or all of them.

**Ship Tranche A** means a borrowing of a part of the Total Post-Delivery Commitments up to the Ship Commitment in respect of Ship A, made available in two (2) Ship Tranche A Loans in respect of Ship A.

**Ship Tranche A Delivery Loan** means a borrowing of a part of the Post-Delivery Commitments by the Borrowers up to the Delivery Commitment in respect of Ship A, which is made or is to be made available in relation to Ship A under the Post-Delivery Facility, and comprising a Sinosure Insured Delivery Advance, an Eksfin Guaranteed Delivery Advance and a Commercial Delivery Advance, each in the Relevant Percentage of such Loan, or (as the context may require) the outstanding principal amount of such borrowing.

**Ship Tranche A Loans** means the Ship Tranche A Delivery Loan and the Ship Tranche A Mission Equipment Loan and **Ship Tranche A Loan** means any of them.

**Ship Tranche A Mission Equipment Loan** means a borrowing of a part of the Post-Delivery Commitments by the Borrowers up to the Mission Equipment Commitment in respect of Ship A, which is made or is to be made available in relation to Ship A under the Post-Delivery Facility, and comprising an Eksfin Guaranteed Mission Equipment Advance and a Commercial Mission Equipment Advance, each in the Relevant Percentage of such Loan, or (as the context may require) the outstanding principal amount of such borrowing.

**Ship Tranche B** means a borrowing of a part of the Total Post-Delivery Commitments up to the Ship Commitment in respect of Ship B, made available in two (2) Ship Tranche B Loans in respect of Ship B.

**Ship Tranche B Delivery Loan** means a borrowing of a part of the Post-Delivery Commitments by the Borrowers up to the Delivery Commitment in respect of Ship B, which is made or is to be made available in relation to Ship B under the Post-Delivery Facility, and comprising a Sinosure Insured Delivery Advance, an Eksfin Guaranteed Delivery Advance and a Commercial Delivery Advance, each in the Relevant Percentage of such Loan, or (as the context may require) the outstanding principal amount of such borrowing.

**Ship Tranche B Loans** means the Ship Tranche B Delivery Loan and the Ship Tranche B Mission Equipment Loan and **Ship Tranche B Loan** means any of them.

**Ship Tranche B Mission Equipment Loan** means a borrowing of a part of the Post-Delivery Commitments by the Borrowers up to the Mission Equipment Commitment in respect of Ship B, which is made or is to be made available in relation to Ship B under the Post-Delivery Facility, and comprising an Eksfin Guaranteed Mission Equipment Advance and a Commercial Mission

Equipment Advance, each in the Relevant Percentage of such Loan, or (as the context may require) the outstanding principal amount of such borrowing.

**Ship Tranches** means Ship Tranche A and Ship Tranche B and **Ship Tranche** means any of them.

**Sinosure** means China Export & Credit Insurance Corporation (中国出口信用保险公司), a state owned enterprise having its registered office at No.11 Fenghuiyuan, Xicheng District, Beijing, the People's Republic of China.

**Sinosure Insurance Policy** means, in relation to each Ship and the Sinosure Insured Advance in respect of that Ship, an insurance policy by and between Sinosure, the ECA Agent and each Sinosure Insured Lender, setting out the terms and conditions of the buyer's credit insurance, issued or, as the context may require, to be issued by Sinosure in favour of the Sinosure Insured Lenders, providing cover for each of the political and commercial risks and otherwise setting out the terms and conditions of its insurance of an amount up to ninety per cent. (90%) of that Sinosure Insured Advance plus estimated interest accruing thereon under the terms of this Agreement (such estimate to be based on calculations made between the ECA Agent and Sinosure) on such terms and conditions acceptable to all the Sinosure Insured Lenders and the ECA Agent (as the same may be amended from time to time) and **Sinosure Insurance Policies** means all of them.

**Sinosure Insured Advances** means the Sinosure Insured Delivery Advances and **Sinosure Insured Advance** means any of them.

**Sinosure Insured Commitment** means, in relation to a Sinosure Insured Lender, its Sinosure Insured Delivery Commitment.

**Sinosure Insured Delivery Advance** means an advance of the Sinosure Insured Delivery Commitments, being the Relevant Percentage of a Delivery Loan, which is made or is to be made available under the Post-Delivery Facility or (as the context may require) the outstanding principal amount of such advance and **Sinosure Insured Delivery Advances** means, together, Sinosure Insured Delivery Advance A and Sinosure Insured Delivery Advance B.

**Sinosure Insured Delivery Advance A** means the Sinosure Insured Delivery Advance in respect of the Ship Tranche A Delivery Loan.

**Sinosure Insured Delivery Advance B** means the Sinosure Insured Delivery Advance in respect of the Ship Tranche B Delivery Loan.

**Sinosure Insured Delivery Commitment** means:

- (a) in relation to an Original Sinosure Insured Lender, the amount set opposite its name under the heading "Sinosure Insured Delivery Commitment" in Schedule 1 (*The original parties*) and the amount of any other Sinosure Insured Delivery Commitment assigned to it under this Agreement; and
- (b) in relation to any other Sinosure Insured Lender, the amount of any Sinosure Insured Delivery Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

**Sinosure Insured Lender** means:

- (a) any of the Original Sinosure Insured Lenders; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Sinosure Insured Lender in accordance with any provisions of this Agreement,

which in each case has not ceased to be a Party as a Sinosure Insured Lender in accordance with the terms of this Agreement, and **Sinosure Insured Lenders** means all of them.

**Sinosure Insured Margin** means one point five zero per cent. (1.50%) per annum.

**Sinosure Premium** means the amount of premium in respect of a Sinosure Insured Advance being payable or (as the context may require) paid to Sinosure under the terms of the relevant Sinosure Insurance Policy for such Sinosure Insured Advance on or prior to the Utilisation Date of that Sinosure Insured Advance.

**Social Claim** means any claim or proceeding by any person or company or any formal notice, whether in respect to any investigation by relevant public authorities having been commenced against any Obligor or a Ship or otherwise, in respect of (a) any material breach of or material non-conformity with any Social Law or (b) any material breach of or material non-conformity with or revocation or suspension of a social approval.

**Social Incident** means:

- (a) an incident or accident related to a Ship or any Obligor:
  - (i) resulting in death or serious or multiple injury; or
  - (ii) which may, following completion of proper investigation by any relevant labour authority, result into fines or sanctions from labour authorities; or
- (b) a significant community or worker related grievance or protest related to a Ship or any Obligor.

**Social Law** means any applicable law, regulation, convention or treaty or any other executive or legislative measure or act having the force of law in any jurisdiction where any Obligor conducts business and which relates to human health and safety, labour (and/or the conditions of the workplace) or human rights issues.

**Statement of Compliance** means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

**Subordination Deed** means, in respect of any Financial Indebtedness owing from any Borrower to any other Group Member, a subordination deed in an agreed form between (inter alios) the Security Agent and the lender and borrower of the relevant Financial Indebtedness providing (inter alia) that:

- (a) such Financial Indebtedness is in all respects subject and subordinate to all amounts owing to the Finance Parties under the Finance Documents; and
- (b) if and for as long as an Event of Default is continuing, the lender of such Financial Indebtedness will not be entitled to demand payment or make any claim in respect of the same, whether for principal, interest or any other amounts in connection with the same;
- (c) such Financial Indebtedness, all contracts and agreements in which it is documented and all rights of the lenders of such Financial Indebtedness arising from such contracts or agreements or in connection with such Financial Indebtedness are assigned and/or pledged in favour of the Security Agent; and
- (d) the lender of such Financial Indebtedness owing by a Borrower will procure and agree to the full release, discharge and forgiveness of such Financial Indebtedness if any Finance Party has exercised any remedies or rights (or attempted to do so) under any Share Security over the shares in that Borrower.

**Subsidiary** of a person means any other person:

- (a) directly or indirectly controlled by such person; or
- (b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than 50 per cent.,

and a person is a "**wholly-owned Subsidiary**" of another person if it has no members except that other person and that other person's wholly-owned Subsidiaries or persons acting on behalf of that other person or its wholly-owned Subsidiaries.

**Swire Pacific** means Swire Pacific Limited of 33/F, One Pacific Place, 88 Queensway, the HKSAR, the People's Republic of China and its Subsidiaries from time to time.

**T2** means the real time gross settlement system operated by the Eurosystem, or any successor system.

**TARGET Day** means any day on which T2 is open for the settlement of payments in euro.

**Tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and **Taxation** shall be construed accordingly.

**Termination Fee Equivalent Hire Period** means, in relation to an Initial Charter that has been cancelled, rescinded, terminated or frustrated or where the relevant Ship is withdrawn from service thereunder, in each case as described in clause 33.13(b) (*Initial Bareboat Charters and Initial Charters*), a period of days (rounded upwards to zero decimal places) that is equal to the sum of the termination fee and/or other compensation paid to the relevant Bareboat Charterer or Owner by the relevant Charterer divided by the daily rate (less the reasonably estimated daily operating expenses saved by the relevant Bareboat Charterer or Owner as a result of the cancellation, rescission, termination or frustration) for the remainder of such Initial Charter (and where such Initial Charter is not subject to a daily rate, the daily rate shall be the amount that is equal to the total contract price for such Initial Charter divided by the total number of days of employment corresponding to such contract price, in each case as applicable before the relevant cancellation, rescission, termination, frustration or withdrawal).

**Total Commercial Delivery Commitments** means the aggregate of the Commercial Delivery Commitments, being €80,000,000 at the date of this Agreement.

**Total Commercial Mission Equipment Commitments** means the aggregate of the Commercial Mission Equipment Commitments, being €35,000,000 at the date of this Agreement.

**Total Commitments** means the aggregate of the Total Pre-Delivery Commitments and the Total Post-Delivery Commitments, being €575,000,000 at the date of this Agreement.

**Total Eksfin Guaranteed Delivery Commitments** means the aggregate of the Eksfin Guaranteed Delivery Commitments, being €75,000,000 at the date of this Agreement.

**Total Eksfin Guaranteed Mission Equipment Commitments** means the aggregate of the Eksfin Guaranteed Mission Equipment Commitments, being €35,000,000 at the date of this Agreement.

**Total Loss** means, in relation to a vessel, its:

- (a) actual, constructive, compromised, agreed or arranged total loss; or
- (b) requisition for title, confiscation or other compulsory acquisition by a government entity; or

- (c) hijacking, piracy, theft, condemnation, capture, seizure, arrest or detention for more than 90 days.

**Total Loss Date** means, in relation to the Total Loss of a vessel:

- (a) in the case of an actual total loss, the date it happened or, if such date is not known, the date on which the vessel was last reported;
- (b) in the case of a constructive, compromised, agreed or arranged total loss, the earliest of:
  - (i) the date notice of abandonment of the vessel is given to its insurers; or
  - (ii) if the insurers do not admit such a claim, the date later determined by a competent court of law to have been the date on which the total loss happened; or
  - (iii) the date upon which a binding agreement as to such compromised or arranged total loss has been entered into by the vessel's insurers;
- (c) in the case of a requisition for title, confiscation or compulsory acquisition, the date it happened; and
- (d) in the case of hijacking, piracy, theft, condemnation, capture, seizure, arrest or detention, the date 90 days after the date upon which it happened.

**Total Loss Repayment Date** means, where a Mortgaged Ship has become a Total Loss after its Delivery, the earlier of:

- (a) the date 180 days after its Total Loss Date; and
- (b) the date upon which insurance proceeds or Requisition Compensation for such Total Loss are paid by insurers or the relevant government entity.

**Total Post-Delivery Commitments** means the aggregate of the Post-Delivery Commitments, being €525,000,000 at the date of this Agreement.

**Total Pre-Delivery Commitments** means the aggregate of the Pre-Delivery Commercial Commitments, being €50,000,000 at the date of this Agreement.

**Total Sinosure Insured Delivery Commitments** means the aggregate of the Sinosure Insured Delivery Commitments, being €300,000,000 at the date of this Agreement.

**Transaction Document** means:

- (a) each Building Contract Document for a Ship;
- (b) each Mission Equipment Contract Document for a Ship;
- (c) each Bareboat Charter for a Ship;
- (d) each Charter Document for a Ship; and
- (e) each of the Finance Documents.

**Transaction Security** means the Security Interests created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents.

**Transfer Certificate** means a certificate substantially in the form set out in Schedule 9 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrowers.

**Transfer Date** means, in relation to an assignment pursuant to a Transfer Certificate, the later of:

- (a) the proposed Transfer Date specified in the Transfer Certificate; and
- (b) the date on which the Agent executes the Transfer Certificate.

**Treasury Transaction** means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

**UK Bail-In Legislation** means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

**Unpaid Sum** means any sum due and payable but unpaid by an Obligor under the Finance Documents.

**US** means the United States of America.

**Utilisation** means the making of a Loan (and the Advances forming part of the same).

**Utilisation Date** means the date on which a Utilisation is to be made.

**Utilisation Request** means a notice substantially in the form set out in Schedule 4 (*Utilisation Request*).

**VAT** means:

- (a) any value added tax imposed by the Value Added Tax Act 1994;
- (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (c) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above, or imposed elsewhere.

**Voluntary Declassification Event** means a Declassification Event under paragraph (a) of the definition of Declassification Event.

**Write-down and Conversion Powers** means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;
- (b) in relation to any UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and
- (c) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:
  - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate

of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

- (ii) any similar or analogous powers under that Bail-In Legislation.

## 1.2 Construction

- (a) Unless a contrary indication appears, a reference in any of the Finance Documents to:
  - (i) Sections, clauses and Schedules are to be construed as references to the Sections and clauses of, and the Schedules to, the relevant Finance Document and references to a Finance Document include its Schedules;
  - (ii) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as it may from time to time be amended, restated, novated or replaced, however fundamentally;
  - (iii) words importing the plural shall include the singular and vice versa;
  - (iv) a time of day are to Central European time (CET);
  - (v) any person includes its successors in title, permitted assignees or transferees;
  - (vi) shall be construed so as to mean the knowledge, awareness and beliefs of the director and officers of such Obligor, having made due and careful enquiry;
  - (vii) two or more persons are acting in concert if pursuant to an agreement or understanding (whether formal or informal) they actively co-operate, through the acquisition (directly or indirectly) of shares, partnership interest or units or limited liability company interest in an entity by any of them, either directly or indirectly, to obtain or consolidate control of that entity;
  - (viii) a document in agreed form means:
    - (A) where a Finance Document has already been executed by all of the relevant parties to it, such Finance Document in its executed form;
    - (B) prior to the execution of a Finance Document, the form of such Finance Document separately agreed in writing between the Agent and the Borrowers as the form in which that Finance Document is to be executed or another form approved at the request of the Borrowers or, if not so agreed or approved, is in the form specified by the Agent;
  - (ix) **approved by the Majority Lenders** or **approved by the Lenders** means approved in writing by the Agent acting on the instructions of the Majority Lenders or, as the case may be, all of the Lenders (on such conditions as they may respectively impose) and otherwise **approved** means approved in writing by the Agent acting on the instructions of the Majority Lenders (on such conditions as the Agent (acting on the instructions of the Majority Lenders) may impose) and **approval** and **approve** shall be construed accordingly;
  - (x) **assets** includes present and future properties, revenues and rights of every description;



- (xi) an **authorisation** means any authorisation, consent, concession, approval, resolution, licence, exemption, filing, notarisation or registration;
- (xii) **charter commitment** means, in relation to a vessel, any charter or other contract for the use, employment or operation of that vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any contract of affreightment or any contract for services relating to that vessel and any agreement for pooling or sharing income derived from any such charter or other contract;
- (xiii) **control** of an entity means:
  - (A) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
    - (1) cast, or control the casting of, more than 50 per cent. of the maximum number of votes that might be cast at a general meeting of that entity; or
    - (2) appoint or remove all, or the majority, of the directors or other equivalent officers of that entity; or
    - (3) give directions with respect to the operating and financial policies of that entity with which the directors or other equivalent officers of that entity are obliged to comply; and/or
  - (B) the holding beneficially of more than 50 per cent. of the issued share capital of that entity (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital) (and, for this purpose, any Security Interest over share capital shall be disregarded in determining the beneficial ownership of such share capital),and **controlled** shall be construed accordingly;
- (xiv) a Lender's **cost of funds** in relation to its participation in an Advance is a reference to the average cost (determined either on an actual or a notional basis) which that Lender would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in that Advance for a period equal in length to the relevant Interest Period;
- (xv) the term **disposal** or **dispose** means a sale, transfer or other disposal (including by way of lease or loan but not including by way of loan of money) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time, but not the creation of a Security Interest;
- (xvi) the **equivalent** of an amount specified in a particular currency (the **specified currency amount**) shall be construed as a reference to the amount of the other relevant currency which can be purchased with the specified currency amount in the London foreign exchange market at or about 11.00 a.m. on the date the calculation falls to be made for spot delivery, as conclusively determined by the Agent (with the relevant exchange rate of any such purchase being the **Agent's spot rate of exchange**);
- (xvii) a **government entity** means any government, state or agency of a state;
- (xviii) a **group of Lenders** or a **group of Finance Parties** includes all the Lenders or (as the case may be) all the Finance Parties;
- (xix) a **guarantee** means (other than in clause 19 (*Guarantee and indemnity*) and in clause 32.6 (*Guarantee and indemnity – Hedging Guarantors*)) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct

or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

- (xx) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (xxi) an **obligation** means any duty, obligation or liability of any kind;
- (xxii) something being in the **ordinary course of business** of a person means something that is in the ordinary course of that person's current day-to-day operational business (and not merely anything which that person is entitled to do under its Constitutional Documents);
- (xxiii) **pay, prepay or repay** in clause 31 (*Business restrictions*) includes by way of set-off, combination of accounts or otherwise;
- (xxiv) a **person** includes any individual, firm, company, corporation, government entity or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (xxv) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and, in relation to any Lender, includes (without limitation) any Basel Regulation which is applicable to that Lender;
- (xxvi) **right** means any right, privilege, power or remedy, any proprietary interest in any asset and any other interest or remedy of any kind, whether actual or contingent, present or future, arising under contract or law, or in equity;
- (xxvii) **trustee, fiduciary and fiduciary duty** has in each case the meaning given to such term under applicable law;
- (xxviii)(i) the **liquidation, winding up, dissolution, or administration** of person or (ii) a **receiver or administrative receiver or administrator** in the context of insolvency proceedings or security enforcement actions in respect of a person shall be construed so as to include any equivalent or analogous proceedings or any equivalent and analogous person or appointee (respectively) under the law of the jurisdiction in which such person is established or incorporated or any jurisdiction in which such person carries on business including (in respect of proceedings) the seeking or occurrences of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors; and
- (xxix) a provision of law is a reference to that provision as amended or re-enacted from time to time.
- (b) The determination of the extent to which a rate is "**for a period equal in length**" to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
- (c) Where in this Agreement a provision includes a monetary reference level in one currency, unless a contrary indication appears, such reference level is intended to apply equally to its equivalent in other currencies as of the relevant time for the purposes of applying such reference level to any other currencies.
- (d) Section, clause and Schedule headings are for ease of reference only.

- (e) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
- (f) The Borrowers providing **cash cover** for an Ancillary Facility means the Borrowers or any of them paying an amount in the currency of the Ancillary Facility to an account and the following conditions being met:
  - (i) either:
    - (A) the account is in the name of the Borrowers or any of them and is with the Ancillary Lender for which that cash cover is to be provided and, until no amount is or may be outstanding under that Ancillary Facility, withdrawals from the account may only be made to pay the relevant Finance Party amounts due and payable to it under this Agreement in respect of that Ancillary Facility; or
    - (B) the account is in the name of the Ancillary Lender for which that cash cover is to be provided; and
  - (ii) the Borrowers have executed documentation in form and substance satisfactory to the Finance Party for which that cash cover is to be provided, creating a first ranking security interest or other collateral arrangement, in respect of the amount of that cash cover.
- (g) A Default (other than an Event of Default) is continuing if it has not been remedied (if capable of being remedied) or waived and an Event of Default is continuing if it has not been waived.
- (h) Unless a contrary indication appears, in the event of any inconsistency between the terms of this Agreement and the terms of any other Finance Document when dealing with the same or similar subject matter, the terms of this Agreement shall prevail.
- (i) The Borrowers **repaying** or **prepaying** Ancillary Outstandings means:
  - (i) the Borrowers or any of them providing cash cover in respect of the Ancillary Outstandings;
  - (ii) the maximum amount payable under the Ancillary Facility being reduced or cancelled in accordance with its terms; or
  - (iii) the Ancillary Lender being satisfied that it has no further liability under that Ancillary Facility,and the amount by which Ancillary Outstandings are, repaid or prepaid under paragraphs (i) and (ii) above is the amount of the relevant cash cover, reduction or cancellation.
- (j) An amount borrowed includes any amount utilised under an Ancillary Facility.

### 1.3 Currency symbols and definitions

- (a) €, **EUR** and **euro** denote the lawful currency of the Participating Member States.
- (b) **dollar**, **\$** and **USD** mean the lawful currency of the United States of America;

#### 1.4 Third party rights

- (a) Except for a provision expressed to be in favour of any ECA, rights expressed to be for the benefit of or exercisable by any ECA under a Finance Document or, unless expressly provided to the contrary in a Finance Document, a provision expressed to be for the benefit of a Finance Party or another Indemnified Person, a person who is not a party to a Finance Document has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of the relevant Finance Document.
- (b) Any Finance Document may be rescinded or varied by the parties to it without the consent of any person who is not a party to it (unless otherwise provided by this Agreement, including in respect of an ECA and without prejudice to the provisions of the ECA Policies).
- (c) An Indemnified Person who is not a party to a Finance Document may only enforce its rights under that Finance Document through a Finance Party and if and to the extent and in such manner as the Finance Party may determine.
- (d) Each party agrees that (i) neither ECA shall have any obligations or liabilities under this Agreement unless and until it becomes a Lender in accordance with the terms of this Agreement and (ii) this Agreement may not be amended to limit, modify or eliminate any rights of any ECA without its prior written consent.

#### 1.5 Finance Documents

Where any other Finance Document provides that this clause 1.5 shall apply to that Finance Document, any other provision of this Agreement which, by its terms, purports to apply to all or any of the Finance Documents and/or any Obligor shall apply to that Finance Document as if set out in it but with all necessary changes.

#### 1.6 Conflict of documents

- (a) The terms of the Finance Documents (other than as relates to the creation and/or perfection of security) are subject to the terms of this Agreement and, in the event of any conflict between any provision of this Agreement and any provision of any Finance Document (other than in relation to the creation and/or perfection of security) the provisions of this Agreement shall prevail.
- (b) In case of any conflict between any provision of a Finance Document and an ECA Policy, the provisions of the relevant ECA Policy shall, as between the Finance Parties and the relevant ECA, prevail, and to the extent of such conflict or inconsistency, none of the Finance Parties shall assert to the relevant ECA the terms of the relevant Finance Documents.

#### 1.7 Independence of the Finance Documents

Each Obligor acknowledges that its obligations under the Finance Documents:

- (a) are independent and separate from each Building Contract and each Mission Equipment Contract and any other document or agreement (other than any Finance Document);
- (b) are not subject to, or dependent upon, the execution or performance by any Builder or Contractor or any other person of its obligations under any Building Contract or Mission Equipment Contract or any other document, contract or arrangement related to it; and
- (c) will not be affected or discharged by:
  - (i) any matter affecting any Builder or any Contractor or any other person or any Building Contract or any Mission Equipment Contract or any other document, contract or arrangement related to them;

- (ii) non-performance, breach, frustration or invalidity of, or the destruction, non-completion or non-functioning of any of the goods and services to be supplied, or rendered, under, any Building Contract or any Mission Equipment Contract or any other document, contract or arrangement related to it;
- (iii) any dispute under any Building Contract or any Mission Equipment Contract or any other document, contract or arrangement related to it, or any claim which any Borrower, any Builder, any Contractor or any other person may have against, or consider that it has against or any other person under or in relation to any Building Contract, any Mission Equipment Contract or any other document, contract or arrangement related to it;
- (iv) any administration, bankruptcy, insolvency, liquidation or similar proceedings commenced against the Builder or the Contractor or any other person party to any export contract, or being applicable to any transactions contemplated thereunder, or any exporter or any other person party to any Building Contract or any Mission Equipment Contract or any transactions contemplated thereunder being insolvent; or
- (v) any unenforceability, illegality or invalidity of any obligation of any Builder or any Contractor or any other person under any Building Contract or any Mission Equipment Contract or any other document, contract or arrangement related thereto.

### 1.8 Instructions of the ECAs

- (a) The Parties acknowledge and agree that, in accordance with the terms of any ECA Policy, the relevant ECA may, at any time, instruct any relevant ECA Lender (whether directly or by notice to the ECA Agent) to suspend or to cease to perform any or all of its obligations under this Agreement or any other Finance Document. That ECA Lender will be required to comply with any such instruction. Each Party agrees that it will not hold any ECA Lender responsible for complying with any such instruction.
- (b) Each Obligor acknowledges and agrees that:
  - (i) an ECA Lender may be required to exercise, or to refrain from exercising, its rights, powers, authorities and discretions under, and performing its obligations under, or in connection with, the Finance Documents, in accordance with any instructions given to it by the relevant ECA (through the ECA Agent or otherwise) in accordance with the provisions of the relevant ECA Policy; and
  - (ii) an ECA Lender will not be acting or making any determination unreasonably if such action or such determination is made in accordance with the relevant ECA Policy or any instructions given to it by the relevant ECA (through the ECA Agent or otherwise) in accordance with the provisions of the relevant ECA Policy.

### 1.9 Sanctions – Restricted Lender

- (a) In relation to:
  - (i) KfW IPEX-Bank GmbH; and
  - (ii) each other Lender that notifies the Agent to this effect,

(each a **Restricted Lender**), clause 20.34 (*Sanctions*), clause 23.13 (*Sanctions*), paragraphs (b), (c) or (d) of clause 26.16 (*Lawful use*), clause 33.3(c) (*Financial covenants; Sinasure Cover; Sanctions*) (together, the **Sanctions Provisions**) shall only apply for the benefit of that Restricted Lender to the extent that the Sanction Provisions would not result in any violation of, conflict with or liability under:

- (A) Council Regulation (EC) 2271/1996; or

- (B) section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) (in connection with section 4 paragraph 1 no.3 of the German Foreign Trade Act (*Außenwirtschaftsgesetz*)); or
- (C) any similar applicable anti-boycott law or regulation imposed by the European Union or any of its member states,

in each case protecting against the effects of the extra-territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom (together, the **Anti-Boycott Regulations**). For the avoidance of doubt, Sanctions imposed by the Security Council of the United Nations, the European Union and/or any of its member states shall be deemed not to result in any violation of the Anti-Boycott Regulations.

- (b) A Restricted Lender must notify the Agent (each such notice, an **Exclusion Notice**) if the Commitments, Ancillary Commitments and/or consent and/or approval, as applicable, of that Restricted Lender shall be excluded in connection with any actual or potential amendment, waiver, determination or direction relating to any part of a Sanction Provision of which such Restricted Lender does not have the benefit pursuant to paragraph (a) above for the purpose of determining whether the consent and/or approval of the Majority Lenders (or, as the case may be, all the Lenders or a specific group of Lenders or such other relevant Lender) has been obtained or whether the determination or direction by the Majority Lenders (or, as the case may be, all the Lenders or a specific group of Lenders or such other relevant Lender) has been made. Absent an Exclusion Notice by a Restricted Lender the Agent is not permitted to exclude that Restricted Lender for the purpose of determining whether the consent and/or approval of the Majority Lenders (or, as the case may be, all the Lenders or a specific group of Lenders or such other relevant Lender) has been obtained or whether the determination or direction by the Majority Lenders (or, as the case may be, all the Lenders or such other relevant Lender) has been made.

## Section 2 - The Facilities

### 2 The Facilities

#### 2.1 The Facilities

Subject to the terms of this Agreement, the relevant Lenders make available to the Borrowers:

- (a) a term loan facility in an aggregate amount equal to the Total Pre-Delivery Commitments; and
- (b) a term loan facility in an aggregate amount equal to the Total Post-Delivery Commitments.

#### 2.2 Finance Parties' rights and obligations

- (a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any Advance (or any relevant part of it) or any other amount owed by an Obligor which relates to a Finance Party's participation in a Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.
- (c) A Finance Party may, except as specifically provided in the Finance Documents (including clause 43 (*Finance Parties acting together*)), separately enforce its rights under or in connection with the Finance Documents.

#### 2.3 Borrowers' rights and obligations

- (a) The obligations of each Borrower under this Agreement are joint and several. Failure by a Borrower to perform its obligations under this Agreement shall constitute a failure by all of the Borrowers.
- (b) Each Borrower irrevocably and unconditionally jointly and severally with each other Borrower:
  - (i) agrees that it is responsible for the performance of the obligations of each other Borrower under this Agreement;
  - (ii) acknowledges and agrees that it is a principal and original debtor in respect of all amounts due from the Borrowers under this Agreement; and
  - (iii) agrees with each Finance Party that, if any obligation of another Borrower under this Agreement is or becomes unenforceable, invalid or illegal for any reason it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any and all Losses it incurs as a result of another Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by that other Borrower under this Agreement. The amount payable under this indemnity shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

- (c) The obligations of each Borrower under the Finance Documents shall continue until all amounts which may be or become payable by the Borrowers under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- (d) If any discharge, release or arrangement (whether in respect of the obligations of a Borrower 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 Borrowers under this Agreement will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- (e) The obligations of each Borrower under the Finance Documents shall not be affected by an act, omission, matter or thing which, but for this clause (whether or not known to it or any Finance Party), would reduce, release or prejudice any of its obligations under the Finance Documents including:
  - (i) any time, waiver or consent granted to, or composition with, any Obligor or other person;
  - (ii) 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;
  - (iii) 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;
  - (iv) 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;
  - (v) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security;
  - (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
  - (vii) any insolvency or similar proceedings.
- (f) Each Borrower 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 that Borrower under any Finance Document. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.
- (g) After cancellation of the Total Commitments in accordance with clauses 8.1 (*Illegality*) and 8.9 (*Automatic cancellation*) or the giving of notice under paragraph (a) of clause 33.21 (*Acceleration*), then, until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, each Finance Party (or any trustee or agent on its behalf) may:
  - (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Borrower will be entitled to the benefit of the same; and



- (ii) hold in an interest-bearing suspense account any money received from any Borrower or on account of any Borrower's liability under any Finance Document.
- (h) Until all amounts which may be or become payable by the Obligor under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs (on such terms as it may require), no Borrower shall exercise any rights (including rights of set-off) which it may have by reason of performance by it of its obligations under the Finance Documents:
  - (i) to be indemnified by another Obligor; and/or
  - (ii) to claim any contribution from any other Obligor or any guarantor of any Obligor's obligations under the Finance Documents; and/or
  - (iii) 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 guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party; and/or
  - (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which that Borrower is liable under this Agreement or any of the other Finance Documents; and/or
  - (v) to exercise any right of set-off against any other Obligor; and/or
  - (vi) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.
- (i) If a Borrower receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Agent for application in accordance with clause 45 (*Payment mechanics*). This only applies until all amounts which may be or become payable by the Obligor under or in connection with the Finance Documents have been irrevocably paid in full.

#### **2.4 Obligor's Agent**

- (a) Each Obligor (other than the Parent) by its execution of this Agreement or an Accession Deed irrevocably appoints the Parent (acting through one or more authorised signatories) to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:
  - (i) the Parent on its behalf to supply all information concerning itself contemplated by this Agreement to the Finance Parties and to give all notices and instructions (including, in the case of a Borrower, Utilisation Requests), to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor notwithstanding that they may affect the Obligor, without further reference to or the consent of that Obligor; and
  - (ii) each Finance Party to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to the Parent,and in each case the Obligor shall be bound as though the Obligor itself had given the notices and instructions (including, without limitation, any Utilisation Requests) or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.
- (b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligor's Agent or given to the Obligor's Agent under any Finance Document on behalf of another Obligor or in connection with any Finance Document (whether or not known to any other Obligor and

whether occurring before or after such other Obligor became an Obligor under any Finance Document) shall be binding for all purposes on that Obligor as if that Obligor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Obligors' Agent and any other Obligor, those of the Obligors' Agent shall prevail.

## 2.5 Effectiveness

- (a) Subject to paragraph (b) below, the terms and provisions of this Agreement shall only apply and be effective on and from the Effective Date.
- (b) Notwithstanding paragraph (a) above, the following terms and provisions of this Agreement shall apply and be effective on and from the date of this Agreement:
  - (i) all terms and provisions as between the Finance Parties;
  - (ii) clause 1 (*Definitions and interpretation*);
  - (iii) clause 2 (*The Facilities*);
  - (iv) clause 8.1 (*Illegality*);
  - (v) clause 10 (*Interest*);
  - (vi) clauses 13.1 (*Commitment fee*) and 13.7(b)-(d) (*Eksfin fees*);
  - (vii) clause 14 (*Tax gross-up and indemnities*) to 16 (*Other indemnities*);
  - (viii) 18 (*Costs and expenses*) to 21 (*Information undertakings*);
  - (ix) clause 23 (*General undertakings*);
  - (x) clause 24 (*Construction period*);
  - (xi) clauses 31 (*Business restrictions*) to clause 33 (*Events of Default*); and
  - (xii) clauses 35 (*Changes to the Lenders*) to 57 (*Enforcement*).
- (c) In the event that the Effective Date has not occurred by the Effective Date Backstop Date, this Agreement shall be terminated with immediate effect and the terms and provisions of this Agreement shall cease to apply, provided that:
  - (i) the terms and provisions of this Agreement listed in paragraph (b) above shall survive such termination until all amounts due and payable to (or which have accrued in favour of) the Finance Parties under the Finance Documents, as at the time of such termination, have been paid in full by the Obligors; and
  - (ii) clause 52 (*Confidential Information*) shall continue to apply in accordance with its terms.

## 3 Purpose

### 3.1 Purpose

The Borrowers shall apply all amounts borrowed under the Facilities in accordance with this clause 3.

### 3.2 The Pre-Delivery Facility

The Pre-Delivery Facility shall be made available to the Borrowers solely for the purpose of assisting the relevant Owner to:

- (a) finance in whole or in part payment of the Penultimate Instalment of the Contract Price for Ship B by paying the same to the relevant Builder where the same falls due; or
- (b) if the same has already been paid by the relevant Owner, refinance the payment of the Penultimate Instalment of the Contract Price for Ship B.

### **3.3 The Post-Delivery Facility**

The Post-Delivery Facility shall be made available to the Borrowers as follows:

- (a) the Delivery Loan for each Ship shall be made available to the Borrowers solely for the purpose of assisting the relevant Owner:
  - (i) in the case of the Ship Tranche B Delivery Loan only, to finance the repayment in full of the Pre-Delivery Facility;
  - (ii) to finance the part of the Contract Price of that Ship falling due on its Delivery by paying the same to the relevant Builder;
  - (iii) to refinance amounts already paid by the relevant Owner under the Building Contract for that Ship and being part of the relevant Contract Price; and
  - (iv) to refinance the amounts already paid by the relevant Owner in respect of the Sinosure Premium for that Ship.
- (b) the Mission Equipment Loan for each Ship shall be made available to the Borrowers solely for the purpose of assisting the relevant Owner to:
  - (i) finance the part of the Mission Equipment Contract Price of that Ship falling due on its Redelivery Date by paying the same to the relevant Contractor; and
  - (ii) refinance amounts already paid by the relevant Owner under the Mission Equipment Contract for that Ship and being part of the relevant Mission Equipment Contract Price.

### **3.4 Monitoring**

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

## **4 Conditions of Utilisation**

### **4.1 Initial conditions precedent**

The Borrowers (or the Parent on their behalf) may not deliver a Utilisation Request unless the Agent, or its duly authorised representative, has received all of the documents and other evidence listed in Part 1 of Schedule 3 (*Conditions precedent*) in form and substance satisfactory to the Agent.

### **4.2 Conditions precedent before Delivery**

The Pre-Delivery Loan may only be borrowed under this Agreement if the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Part 2 of Schedule 3 (*Conditions precedent*) in relation to such Loan in form and substance satisfactory to the Agent (acting reasonably).

#### 4.3 Conditions precedent on Delivery

The Delivery Loan in respect of a Ship may only be borrowed under this Agreement if, on or before the Utilisation of such Delivery Loan, the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Part 3 of Schedule 3 (*Conditions precedent*) in relation to such Ship and such Loan in form and substance satisfactory to the Agent.

#### 4.4 Conditions precedent on Redelivery

The Mission Equipment Loan in respect of a Ship may only be borrowed under this Agreement if, on or before the Utilisation of such Mission Equipment Loan, the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Part 4 of Schedule 3 (*Conditions precedent*) in relation to such Ship and such Loan in form and substance satisfactory to the Agent.

#### 4.5 Further conditions precedent

The Lenders will only be obliged to comply with clause 5.4 (*Lenders' participation*) if:

- (a) on the date of each Utilisation Request and on the proposed Utilisation Date, no Default is continuing or would result from the proposed Utilisation;
- (b) on the date of each Utilisation Request and on the proposed Utilisation Date, no ECA Mandatory Prepayment Event has occurred or would result from the proposed Utilisation;
- (c) in relation to each Utilisation, on the date of the Utilisation Request and on the proposed Utilisation Date, all of the representations set out in clause 20 (*Representations*) (except the Ship Representations and the representations set out in clauses 20.14 (*No filing or stamp taxes*) to 20.17 (*Other Tax matters*) and clause 20.28 (*No adverse consequences*)) are true in all material respects;
- (d) in relation to each Utilisation, on the date of the Utilisation Request and on the proposed Utilisation Date, no events, facts, conditions or circumstances shall exist or have arisen or occurred (and neither the Agent nor any Lender shall have become aware of other events, facts, conditions or circumstances not previously known to it), which the Agent (acting on the instructions of the Majority Lenders) shall determine, have had or could reasonably be expected to have, a Material Adverse Effect;
- (e) where the proposed Utilisation Date is to be the first day of the Mortgage Period for a Ship, the Ship Representations for such Ship are true on the proposed Utilisation Date; and
- (f) in relation to each Utilisation, on the date of the Utilisation Request and on the proposed Utilisation Date, neither the Agent nor the ECA Agent have received any notice from any ECA requesting the Lenders or any other Finance Party to suspend the Utilisation of a Facility, and the ECA Agent is satisfied that the relevant ECA Policy:
  - (i) is in full force and effect; and
  - (ii) provides cover, in accordance with its terms, in respect of the relevant ECA Advances proposed to be utilised and related interest, for the percentage of political and commercial risks expected by the relevant ECA Lenders.

#### 4.6 Conditions subsequent

The Borrowers shall, as soon as practicable after the Effective Date and in any event within the time period stated in Part 5 of Schedule 3 (*Conditions precedent*), deliver to the Agent all of the documents and evidence listed in Part 5 of Schedule 3 (*Conditions precedent*), in form and substance satisfactory to the Agent.

#### 4.7 Waiver of conditions precedent

The conditions in this clause 4 are inserted solely for the benefit of the Finance Parties and may be waived on their behalf in whole or in part and with or without conditions by the Agent acting on the instructions of the Majority Lenders and the ECAs.

#### 4.8 Notification regarding Advances

The Agent shall deliver to the ECA Agent and the ECA Agent shall deliver to each relevant ECA (with a copy to the Lenders):

- (a) promptly and in any event not less than 5 Business Days before a proposed Utilisation Date in respect of an ECA Advance:
  - (i) notice of receipt of a Utilisation Request;
  - (ii) details of each Lender's participation in the relevant ECA Advance; and
  - (iii) the proposed Utilisation Date.
- (b) a written notice substantially in the form set out in Schedule 5 (*Form of Disbursement and Repayment Report to ECA*) within 10 Business Days:
  - (i) after each Utilisation Date in respect of an ECA Advance; and
  - (ii) after each Interest Period for each relevant ECA Advance and each Repayment Date;
- (c) as soon as reasonably practicable after being notified of the same and instructed by the Majority Lenders (through the Agent), written notice of any circumstances that will lead to a claim under, or enforcement of, an ECA Policy and any event that may prejudice the rights of a Lender under this Agreement or the relevant ECA Policy;
- (d) as soon as reasonably practicable after being notified of the same and instructed by the Majority Lenders (through the Agent), written notice of the occurrence of any Default; and
- (e) no later than 30 days from (and including) the Utilisation Date in respect of each ECA Advance, a copy of the Schedule of Repayment Amounts for such ECA Advance provided pursuant to clause 7.3(g) (*Scheduled repayment of Facility*).

## Section 3 - Utilisation

### 5 Utilisation

#### 5.1 Delivery of a Utilisation Request

The Borrowers (or the Parent on their behalf) may utilise a Facility by delivery to the Agent of a duly completed Utilisation Request not later than 10:00 a.m. (Oslo time) five Business Days before the proposed Utilisation Date (or such later date before the proposed Utilisation Date as may be approved by all the Lenders).

#### 5.2 Completion of a Utilisation Request

- (a) A Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
  - (i) the proposed Utilisation Date in respect of a Loan is a Business Day falling not later than the Last Availability Date for that Loan;
  - (ii) the currency and amount of the Utilisation comply with clause 5.3 (*Currency and amount*);
  - (iii) the proposed Interest Period complies with clause 11 (*Interest Periods*); and
  - (iv) it identifies the purpose for the Utilisation and that purpose complies with clause 3 (*Purpose*) and it identifies the relevant Facility and the relevant Loan to which it relates.
- (b) Only one Loan may be requested in each Utilisation Request.
- (c) The Pre-Delivery Commitment may only be borrowed in one Pre-Delivery Loan and in a single amount.
- (d) The Delivery Commitment for a Ship may only be borrowed in one Delivery Loan and in a single amount.
- (e) The Mission Equipment Commitment for a Ship may only be borrowed in one Mission Equipment Loan and in a single amount.

#### 5.3 Currency and amount

- (a) The currency specified in a Utilisation Request must be euro but the Borrowers (or the Parent on their behalf) may request that, forthwith upon the relevant Utilisation and before disbursement by the Agent at a currency exchange rate and in such manner as is agreed between the Agent and the Borrowers and at the cost and expense of the Borrowers, a Loan or part thereof be converted from euro to USD by the Agent.
- (b) The total amount available and advanced under the Facilities shall not exceed the Total Commitments. For the avoidance of doubt, the principal amount advanced and outstanding at any time under both Facilities shall never exceed €525,000,000.
- (c) The total amount available and advanced under the Pre-Delivery Loan shall not exceed the lower of:
  - (i) the Pre-Delivery Commitment; and
  - (ii) the amount in euro which is equal to 100% of the Penultimate Instalment.
- (d) A proposed Delivery Loan specified in a Utilisation Request in relation to a Ship shall:

- (i) not exceed the lower of:
    - (A) the Delivery Commitment for that Ship;
    - (B) the aggregate of:
      - (1) the amount in euro which is equal to 65% of the Contract Price for that Ship (in euro where so denominated and for such part of the Contract Price denominated in other currencies, the equivalent in euro of such part denominated in such other currencies, which conversion shall take place in accordance with the relevant Sinosure Insurance Policy); and
      - (2) the Sinosure Premium in respect of that Ship; and
    - (C) the aggregate of:
      - (1) the amount in euro which is 65% of the market value of that Ship as shown by the valuation made pursuant to Part 3 of Schedule 3 (*Conditions precedent*) which, for the avoidance of doubt, shall exclude any value which is attributed to the Mission Equipment of that Ship; and
      - (2) the Sinosure Premium in respect of that Ship; and
  - (ii) comprise a Sinosure Insured Delivery Advance, an Eksfin Guaranteed Delivery Advance and a Commercial Delivery Advance, each in the Relevant Percentage.
- (e) Subject to paragraph (f) below, a proposed Mission Equipment Loan specified in a Utilisation Request in relation to a Ship shall:
- (i) not exceed the Mission Equipment Commitment for that Ship; and
  - (ii) comprise an Eksfin Guaranteed Mission Equipment Advance and a Commercial Mission Equipment Advance, each in the Relevant Percentage.
- (f) The total amount available and advanced under a Ship Tranche shall not exceed the lower of:
- (i) the aggregate of:
    - (A) the amount in euro which is 65% of the market value of the relevant Ship as shown by the valuation made pursuant to Part 4 of Schedule 3 (*Conditions precedent*) which, for the avoidance of doubt, shall include any value which is attributed to the Mission Equipment of the relevant Ship; and
    - (B) the Sinosure Premium in respect of the relevant Ship; and
  - (ii) the aggregate of:
    - (A) the amount in euro which is 65% of the aggregate of the Contract Price and the Mission Equipment Contract Price for the relevant Ship; and
    - (B) the Sinosure Premium in respect of the relevant Ship.
- (g) The amount of an ECA Advance shall in any event not exceed the level of cover provided for principal pursuant to the ECA Policy for such ECA Advance.

#### 5.4 Lenders' participation

- (a) If the conditions set out in this Agreement have been met, each relevant Lender shall make its participation in each relevant Advance available by 11:00 am (CET time) on the relevant Utilisation Date through its Facility Office.
- (b) The amount of each Lender's participation in the Pre-Delivery Advance in relation to the Pre-Delivery Loan will be equal to the proportion borne by its Pre-Delivery Commercial Commitment to the Total Pre-Delivery Commitments immediately prior to making the relevant Advance.
- (c) The amount of each Lender's participation in each of the Sinasure Insured Delivery Advance, the Eksfin Guaranteed Delivery Advance and the Commercial Delivery Advance in relation to a Delivery Loan will be equal to the proportion of the relevant Advance borne by its Sinasure Insured Delivery Commitment, Eksfin Guaranteed Delivery Commitment or Commercial Delivery Commitment (as applicable) to the Total Sinasure Insured Delivery Commitments, Total Eksfin Guaranteed Delivery Commitments or Total Commercial Delivery Commitments, respectively, prior to making the relevant Advance.
- (d) The amount of each Lender's participation in each of the Eksfin Guaranteed Mission Equipment Advance and the Commercial Mission Equipment Advance in relation to a Mission Equipment Loan will be equal to the proportion of the relevant Advance borne by its Eksfin Guaranteed Mission Equipment Commitment or Commercial Mission Equipment Commitment (as applicable) to the Total Eksfin Guaranteed Mission Equipment Commitments or Total Commercial Mission Equipment Commitments, respectively, prior to making the relevant Advance.
- (e) The Agent shall promptly notify each relevant Lender of the amount of each Advance and the amount of its participation in the relevant Advance, in each case by 11:00 a.m. (CET time) on the date falling two Business Days before the relevant Quotation Day.
- (f) The Agent shall pay all amounts received by it in respect of each Advance (and its own participation in it, if any) to the Borrowers or the account of any of them or the Builder or the Contractor, in each case in accordance with the instructions contained in the relevant Utilisation Request.

#### 5.5 Pre-placement of Advances

- (a) Notwithstanding that the Borrowers may have not yet satisfied all of the conditions precedent set out in Schedule 3 (*Conditions precedent*) for the Utilisation of a Delivery Loan or, as applicable, a Mission Equipment Loan, in order to facilitate compliance by any Owner with a Building Contract or a Mission Equipment Contract for a Ship, and provided that:
  - (i) the Borrowers (or the Parent on their behalf) have submitted a Utilisation Request in respect of the Delivery Loan or, as applicable, the Mission Equipment Loan for that Ship in accordance with this clause 5;
  - (ii) the Borrowers have satisfied:
    - (A) the conditions precedent set out in Part 1 of Schedule 3 (*Conditions precedent*); and
    - (B) in relation to a Delivery Loan, the conditions precedent in paragraphs 1, 2(d), 8, 9(a) to (c), 10, 12, 13, 14, 15, 16, 17 and 18 of Part 3 of Schedule 3 (*Conditions precedent*) relating to that Delivery Loan; or
    - (C) in relation to a Mission Equipment Loan, the conditions precedent in paragraphs 1, 2(b), 3(b), 5, 6(a)-(c), 7, 8, 9, 10 and 11 of Part 4 of Schedule 3 (*Conditions precedent*) in relation to that Mission Equipment Loan; and



- (iii) in the reasonable opinion of the Agent the Borrowers are reasonably likely to satisfy all remaining and outstanding conditions precedent set out in Part 3 of Schedule 3 (*Conditions precedent*) or, as applicable, Part 4 of Schedule 3 (*Conditions precedent*) in relation to the Ship to which such Delivery Loan or, as applicable, Mission Equipment Loan relates, within five Business Days from the Utilisation Date for such Delivery Loan or, as applicable, Mission Equipment Loan and in any event on or before the Release (as defined below in clause 5.5(c)) for such Delivery Loan or, as applicable, Mission Equipment Loan,

the Lenders shall, subject to the other terms and conditions of this clause 5.5 and the other provisions of this Agreement, make such Delivery Loan or, as applicable, Mission Equipment Loan available on the date specified in the relevant Utilisation Request, being a date not earlier than three Business Days prior to the expected Delivery Date or, as applicable, Redelivery Date of the relevant Ship, to facilitate the deposit of the final instalment of the relevant Contract Price or, as applicable, Mission Equipment Contract Price in accordance with the relevant Building Contract or, as applicable, Mission Equipment Contract, with a bank required by the relevant Builder or, as applicable, Contractor and at all times acceptable to all the Lenders (acting reasonably) (a **Builder's Bank** or, as applicable, a **Contractor's Bank**).

- (b) In recognition of the fact that the Utilisation of a Delivery Loan or, as applicable, Mission Equipment Loan shall be made for multiple purposes, any amount of the Utilisation in excess of the amount of the Pre-placed Advance (as defined in paragraph (c) below) (the **Retained Portion**) shall be retained by the Agent (but shall still be treated as having been drawn down by the Borrowers on the relevant Utilisation Date) and shall only be released to the Borrowers at the same time as the Release (as defined in paragraph (c) below) in accordance with the terms of this Agreement.
- (c) A Delivery Loan or, as applicable, Mission Equipment Loan utilised pursuant to this clause 5.5 (or such part of such Delivery Loan or Mission Equipment Loan as shall be required to ensure that all payments to be financed under the relevant Building Contract or, as applicable, Mission Equipment Contract on Delivery or, as applicable, Redelivery of such Ship are made) (a **Pre-placed Advance**) shall (subject to the other provisions of this Agreement) be remitted by the Agent to the relevant Builder's Bank or, as applicable, Contractor's Bank as a cash deposit in the Agent's name, on condition that it will be held by the relevant Builder's Bank or, as applicable, Contractor's Bank to the order of the Agent for release by the Agent to the relevant Builder or Contractor (a **Release**) and only subject to such irrevocable instructions addressed from the Agent to the relevant Builder's Bank or, as applicable, Contractor's Bank as are acceptable to the Agent (**Irrevocable Instructions**).
- (d) Any such Irrevocable Instructions in relation to a Pre-placed Advance shall in any event provide (inter alia) that the relevant Pre-placed Advance shall be returned to the Agent (in euro, at the Borrowers' cost and expense) within seven Business Days if not released to the Builder or, as applicable, the Contractor, or its order. The Finance Parties and the Obligors hereby agree that the relevant Pre-placed Advance shall not be released to the Builder or the Contractor or to its order, and the Agent (and the authorised representatives of the Agent specified in the Irrevocable Instructions) shall not release or agree to release (whether by countersigning the "Protocol of Delivery and Acceptance" or, as applicable, the "Completion Certificate" (as defined in the relevant Mission Equipment Contract) in respect of the relevant Ship or otherwise) the relevant Pre-placed Advance to the relevant Builder or, as applicable, Contractor or its order, unless and until:
  - (i) the "Protocol of Delivery and Acceptance" or, as applicable, the "Completion Certificate" in respect of that Ship has been signed, dated and timed by the relevant Builder or, as applicable, Contractor and the relevant Owner; and
  - (ii) the Agent is satisfied that all the conditions precedent set out in Part 1 of Schedule 3 (*Conditions precedent*) and Part 3 of Schedule 3 (*Conditions precedent*) or, as applicable, Part 4 of Schedule 3 (*Conditions precedent*) in relation to such Ship and such Delivery Loan or Mission Equipment Loan and in clause 4.5 (*Further conditions*)

*precedent*), have been (or will be concurrently with such release) satisfied in full or otherwise waived in accordance with the provisions of this Agreement.

- (e) Each Borrower hereby irrevocably and unconditionally undertakes that it shall not give any instructions to a relevant Builder's Bank or, as applicable, Contractor's Bank in respect of a Pre-placed Advance that are inconsistent with any Irrevocable Instructions in respect of that Pre-placed Advance.
- (f) The Borrowers shall immediately prepay a Pre-placed Advance and any related Retained Portion in euro, together with interest thereon (calculated in accordance with clause 10.1 (*Calculation of interest*)), on the date on which the relevant Builder's Bank or, as applicable, Contractor's Bank is required to return the moneys funded by that Pre-placed Advance to the Agent in accordance with the relevant Irrevocable Instructions (and regardless of whether the relevant Builder's Bank or Contractor's Bank has then carried out such instructions), provided that any moneys (including interest, if any) actually returned to the Agent from the relevant Builder's Bank or Contractor's Bank shall, following (if required) conversion by the Agent of any part of it previously converted into USD pursuant to clause 5.3(a) (*Currency and amount*) from USD to euro at the Agent's spot rate of exchange and otherwise at the Borrowers' cost and expense, be applied by the Agent in satisfaction of such prepayment obligation of the Borrowers and in payment of any amounts payable by the Borrowers under clause 9 (*Restrictions*) as a result of such prepayment.
- (g) In case of application of this clause 5.5 in respect of any Pre-placed Advance, each Pre-placed Advance and each Retained Portion shall accrue interest in accordance with the terms of clause 10.1 (*Calculation of interest*) from the Utilisation Date for the relevant Delivery Loan or, as applicable, Mission Equipment Loan.
- (h) Any amount prepaid under clause 5.5(f) in respect of a Delivery Loan or, as applicable, Mission Equipment Loan shall be, subject to the other terms of this Agreement, available to be redrawn by the Borrowers where Delivery or, as applicable, Redelivery of the relevant Ship has been delayed, in again assisting the relevant Owner to satisfy its obligations under the relevant Building Contract or, as applicable, Mission Equipment Contract, provided that no more than one prepayment under clause 5.5(f) in respect of that Delivery Loan or, as applicable, Mission Equipment Loan shall have occurred previously.

## **6 Ancillary Facilities**

### **6.1 Type of Facility**

- (a) An Ancillary Facility may be by way of a guarantee, bonding, documentary or stand-by letter of credit facility, in connection with the business of the Group and which is agreed by the Parent with an Ancillary Lender.
- (b) The Lenders shall have the right of first refusal to enter into any a guarantee, bonding, documentary or stand-by letter of credit facility (through Ancillary Facilities) for which any Group Member is considering to enter into such facility for the purpose of procuring the issuance of guarantees, bonds, letters of credit in relation to the trading of the Ships and/or otherwise in connection with these Facilities.

### **6.2 Availability**

- (a) An Ancillary Facility shall not be made available unless, not later than five Business Days prior to the Ancillary Commencement Date for an Ancillary Facility, the Agent has received from the Borrowers (or the Parent on their behalf):
  - (i) a notice in writing of the establishment of an Ancillary Facility and specifying:
    - (A) that the Borrowers will be the obligors (on a joint and several basis) that may use the Ancillary Facility on a joint and several basis;

- (B) the proposed Ancillary Commencement Date and expiry date of the Ancillary Facility;
  - (C) the proposed Ancillary Lender (being a Lender);
  - (D) the proposed Ancillary Commitment and the maximum amount of the Ancillary Facility; and
  - (E) the proposed currency of the Ancillary Facility (if not denominated in euro); and
- (ii) any other information which the Agent may reasonably request in connection with the Ancillary Facility.
- (b) The Agent shall promptly notify the Ancillary Lender and the other Lenders of the establishment of an Ancillary Facility.
  - (c) Subject to compliance with paragraph (a) above:
    - (i) the Lender concerned will be the Ancillary Lender in respect of the relevant Ancillary Facility; and
    - (ii) the Ancillary Facility will be available,with effect from the date agreed by the Borrowers and the Ancillary Lender.

### **6.3 Terms of Ancillary Facilities**

- (a) Except as provided below, the terms of any Ancillary Facility will be those agreed by the Ancillary Lender and the Borrowers.
- (b) Those terms:
  - (i) must be based upon normal commercial terms at that time (except as varied by this Agreement);
  - (ii) may allow only the Borrowers to use the Ancillary Facility on a joint and several basis;
  - (iii) may not allow the Ancillary Outstandings for that Ancillary Facility to exceed the Ancillary Commitment for that Ancillary Facility;
  - (iv) must require that the Ancillary Commitment for that Ancillary Facility is reduced to zero, and that all Ancillary Outstandings for the same are repaid not later than the latest Final Repayment Date applicable to the Facilities (or such earlier date as the Commitment of the relevant Ancillary Lender (or its Affiliate) is reduced to zero).
- (c) If there is any inconsistency between any term of an Ancillary Facility and any term of this Agreement, this Agreement shall prevail except for:
  - (i) clause 48.3 (*Day count convention*) which shall not prevail for the purposes of calculating fees, interest or commission relating to an Ancillary Facility;
  - (ii) an Ancillary Facility comprising more than one account where the terms of the Ancillary Documents shall prevail; and
  - (iii) where the relevant term of this Agreement would be contrary to, or inconsistent with, the law governing the relevant Ancillary Document, in which case that term of this Agreement shall not prevail.

- (d) Interest, commission and fees on Ancillary Facilities are dealt with in clause 13.5 (*Interest, commission and fees on Ancillary Facilities*).

#### **6.4 Repayment of Ancillary Facility**

- (a) An Ancillary Facility shall cease to be available on the latest Final Repayment Date applicable to the Facilities or such earlier date on which its expiry date occurs or on which it is cancelled in accordance with the terms of this Agreement.
- (b) If an Ancillary Facility expires in accordance with its terms, the Ancillary Commitment of the Ancillary Lender shall be reduced to zero and all Ancillary Outstandings shall be repaid in full.
- (c) No Ancillary Lender may demand repayment or prepayment of the Ancillary Outstandings of the relevant Ancillary Facility prior to the expiry date of the relevant Ancillary Facility unless:
- (i) the Total Commitments have been cancelled in full or all outstanding Loans under the Facilities have become due and payable in accordance with the terms of this Agreement; or
  - (ii) it becomes unlawful in any applicable jurisdiction for the Ancillary Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in its Ancillary Facility.

#### **6.5 Limitation on Ancillary Outstandings**

The Borrowers shall procure the Ancillary Outstandings under any Ancillary Facility shall not exceed the Ancillary Commitment applicable to that Ancillary Facility.

#### **6.6 Information**

Each Borrower and each Ancillary Lender shall, promptly upon request by the Agent, supply the Agent with any information relating to the operation of an Ancillary Facility (including the relevant Ancillary Outstandings) as the Agent may reasonably request from time to time. Each Borrower consents to all such information being released to the Agent, the other Finance Parties and the ECAs.

#### **6.7 Amendments and Waivers – Ancillary Facilities**

No amendment or waiver of a term of any Ancillary Facility shall require the consent of any Finance Party other than the relevant Ancillary Lender unless such amendment or waiver itself relates to or gives rise to a matter which would require an amendment of or under this Agreement (including, for the avoidance of doubt, under this clause 6). In such a case, clause 51 (*Amendments and Waivers*) will apply.

## Section 4 - Repayment, Prepayment and Cancellation

### 7 Repayment

#### 7.1 Repayment of the Pre-Delivery Facility

- (a) The Borrowers shall repay the Pre-Delivery Facility in full on its Repayment Date.
- (b) The Borrowers may not reborrow any part of the Pre-Delivery Facility which has been repaid.

#### 7.2 Repayment of the Post-Delivery Facility

- (a) In relation to each Delivery Loan, the Borrowers shall on each Repayment Date for such Delivery Loan, repay such part of the Delivery Advances forming part of such Delivery Loan as is required to be repaid on that Repayment Date by clause 7.3 (*Scheduled repayment of the Post-Delivery Facility*).
- (b) In relation to each Mission Equipment Loan, the Borrowers shall on each Repayment Date for such Mission Equipment Loan, repay such part of the Mission Equipment Advances forming part of such Mission Equipment Loan as is required to be repaid on that Repayment Date by clause 7.3 (*Scheduled repayment of the Post-Delivery Facility*).
- (c) Subject to clause 5.5(h) (*Pre-placement of Advances*), the Borrowers may not reborrow any part of the Post-Delivery Facility which has been repaid.

#### 7.3 Scheduled repayment of the Post-Delivery Facility

- (a) To the extent not previously reduced, each Delivery Advance shall be repaid by instalments on each Repayment Date in respect of the relevant Delivery Loan by the amount specified in Schedule 7 (*Original Schedule of Repayment Amounts*) (as revised by clause 7.4 (*Adjustment of scheduled repayments*)).
- (b) To the extent not previously reduced, each Mission Equipment Advance shall be repaid by instalments on each Repayment Date in respect of the relevant Mission Equipment Loan by the amount specified in Schedule 7 (*Original Schedule of Repayment Amounts*) (as revised by clause 7.4 (*Adjustment of scheduled repayments*)).
- (c) On the Final Repayment Date for a Delivery Loan (without prejudice to any other provision of this Agreement) the Delivery Commitment for the respective Ship shall be reduced to zero and each Delivery Advance forming part of that Delivery Loan shall be repaid in full.
- (d) On the Final Repayment Date for a Mission Equipment Loan (without prejudice to any other provision of this Agreement) the Mission Equipment Commitment for the respective Ship shall be reduced to zero and each Mission Equipment Advance forming part of that Mission Equipment Loan shall be repaid in full.
- (e) If, on its Utilisation Date, a Delivery Loan is less than the respective Delivery Commitment, the Agent shall prepare a Replacement Schedule of Repayment Amounts as soon as possible, however no later than ten (10) Business Days following that Utilisation Date, reflecting the actual amount of the relevant Delivery Loan and such Replacement Schedule of Repayment Amounts shall (in the absence of manifest error) replace the Original Schedule of Repayment Amounts and shall be the Schedule of Repayment Amounts for that Delivery Loan for all purposes of this Agreement. The Agent shall notify all other Parties of such recalculation and provide to them a copy of the Replacement Schedule of Repayment Amounts.
- (f) If, on its Utilisation Date, a Mission Equipment Loan is less than the respective Mission Equipment Commitment, the Agent shall prepare a Replacement Schedule of Repayment Amounts as soon as possible, however no later than ten (10) Business Days following that

Utilisation Date, reflecting the actual amount of the relevant Mission Equipment Loan and such Replacement Schedule of Repayment Amounts shall (in the absence of manifest error) replace the Original Schedule of Repayment Amounts and shall be the Schedule of Repayment Amounts for that Mission Equipment Loan for all purposes of this Agreement. The Agent shall notify all other Parties of such recalculation and provide to them a copy of the Replacement Schedule of Repayment Amounts.

- (g) The Borrowers shall sign one copy of the relevant Schedule of Repayment Amounts referred to in paragraphs (a) and (b) or, as the case may be, (e) and/or (f), above and deliver it to the Agent on or prior to the date falling 15 Business Days following the Utilisation Date of each relevant Loan. The Agent will sign such Schedule of Repayment Amounts on behalf of the relevant Lenders.

#### **7.4 Adjustment of scheduled repayments**

- (a) If the Delivery Commitment for a Ship has been partially reduced under this Agreement and/or any part of the relevant Delivery Loan is prepaid (other than under clause 7.3 (*Scheduled repayment of the Post-Delivery Facility*)) before any Repayment Date in respect of such Delivery Loan, then the amount of the instalment by which the relevant Delivery Loan (and each relevant Delivery Advance) shall be repaid under clause 7.3 (*Scheduled repayment of Post-Delivery Facility*) on any such Repayment Date for that Delivery Loan (as reduced by any earlier operation of this clause 7.4) shall be reduced pro rata to such reduction in the relevant Delivery Commitment and/or prepayment of the relevant Delivery Loan.
- (b) If the Mission Equipment Commitment for a Ship has been partially reduced under this Agreement and/or any part of the relevant Mission Equipment Loan is prepaid (other than under clause 7.3 (*Scheduled repayment of the Post-Delivery Facility*)) before any Repayment Date in respect of such Mission Equipment Loan, then the amount of the instalment by which the relevant Mission Equipment Loan (and each relevant Mission Equipment Advance) shall be repaid under clause 7.3 (*Scheduled repayment of the Post-Delivery Facility*) on any such Repayment Date for that Mission Equipment Loan (as reduced by any earlier operation of this clause 7.4) shall be reduced pro rata to such reduction in the relevant Mission Equipment Commitment and/or prepayment of the relevant Mission Equipment Loan.

#### **7.5 Consolidation of Repayment Dates**

- (a) If requested by the Borrowers (or the Parent on their behalf) in writing within 3 Business Days after the Utilisation of a Delivery Loan and to the extent that the First Repayment Date for such Delivery Loan does not fall on the last Business Day of a calendar month, the First Repayment Date in respect of such Delivery Loan will be brought forward to fall on the last Business Day of the calendar month preceding the calendar month in which the First Repayment Date for such Delivery Loan was originally meant to fall but for the provisions of this paragraph (a), provided that there shall be no change to the number of Repayment Dates for that Delivery Loan, no Repayment Date shall be extended, and there shall be no change to the Final Repayment Date of such Delivery Loan.
- (b) If requested by the Borrowers (or the Parent on their behalf) in writing within 3 Business Days after the Utilisation of the Ship Tranche B Delivery Loan, the First Repayment Date in respect of such Delivery Loan will be brought forward to fall on the first Repayment Date in respect of the Ship Tranche A Delivery Loan falling after the Utilisation Date of the Ship Tranche B Delivery Loan, such that there are common Repayment Dates for both Ship Tranches, provided that there shall be no change to the number of Repayment Dates for that Delivery Loan, no Repayment Date shall be extended, and there shall be no change to the Final Repayment Date of such Delivery Loan.

#### **7.6 Release**

- (a) Subject to paragraph (b) below, following a full repayment of the Pre-Delivery Facility under clause 7.1 (*Repayment of Pre-Delivery Facility*) and further subject to:
- (i) the concurrent prepayment by the Obligors of such portion of the Ancillary Outstandings as required by any Ancillary Lender pursuant to the terms of any Ancillary Document (as evidenced to the Agent in a manner satisfactory to it by written confirmation of the relevant Ancillary Lenders); and
  - (ii) the concurrent prepayment and/or settlement by the Obligors of such amounts under any Hedging Contract and the closing out of such Hedging Transactions by the Obligors as required by any Hedging Provider pursuant to the terms of any Hedging Contract and clause 32.3 (*Unwinding of Hedging Contracts*) (as evidenced to the Agent in a manner satisfactory to it by written confirmation of the relevant Hedging Providers); and
  - (iii) the Security Value being equal to or higher than the Minimum Value following such repayment,
- then the Finance Parties agree to release the Pre-Delivery Security Assignment pursuant to a deed of release in such form acceptable to the Majority Lenders, after such repayment and at the cost and expense of the Borrowers, provided that no Event of Default exists at the time of or would result from such release and that, immediately after such release, the Security Value shall continue to be equal to or higher than the Minimum Value. For the avoidance of doubt, such deed of release shall provide for the Agent to deliver to the Borrowers any release documentation as may reasonably be required to be delivered to any Refund Guarantor in connection with the release of any Refund Guarantee or the Pre-Delivery Security Assignment.
- (b) In the event that the full repayment of the Pre-Delivery Facility pursuant to clause 7.1 (*Repayment of Pre-Delivery Facility*) is in respect of the last remaining Ship under this Agreement and no other Loans or Commitments are outstanding under this Agreement, any release pursuant to paragraph (a) above shall be subject to the Borrowers repaying all other amounts (not covered in paragraph (a) above) owing pursuant to the Finance Documents, including the prepayment and/or settlement of such amounts under any Ancillary Document and Hedging Contract and the closing out of such Hedging Transactions by the Obligors as required by any Hedging Provider pursuant to the terms of any Hedging Contract and clause 32.3 (*Unwinding of Hedging Contracts*) (as evidenced to the Agent in a manner satisfactory to it by written confirmation of the relevant Ancillary Lenders and Hedging Providers (as applicable)).
- (c) The Borrowers shall give each Ancillary Lender and each Hedging Provider not less than five Business Days' notice of repayment of the Pre-Delivery Facility pursuant to clause 7.1 (*Repayment of Pre-Delivery Facility*) and the intended release of the Pre-Delivery Security Assignment pursuant to paragraph (a) above.

## **8 Illegality, prepayment and cancellation**

### **8.1 Illegality**

If, in any applicable jurisdiction, it becomes unlawful or contrary to Sanctions for a Lender to perform any of its obligations as contemplated by this Agreement or any of the other Finance Documents, or for any Lender to fund or maintain its participation in any Advance or it becomes unlawful or contrary to Sanctions for any Affiliate of a Lender for that Lender to do so:

- (a) that Lender shall promptly notify the Agent upon becoming aware of that event;
- (b) upon the Agent notifying the Borrowers, the Available Commitment of that Lender will be immediately cancelled and the Total Commitments shall be reduced correspondingly and the remaining undrawn Pre-Delivery Commitment and Ship Commitments shall each be reduced rateably; and

- (c) to the extent that the Lender's participation has not been assigned pursuant to clause 8.7 (*Replacement of Lender*), the Borrowers shall repay that Lender's participation in the Advances on the last day of the Interest Period for each of the Advances occurring after the Agent has notified the Borrowers or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participation repaid.

## **8.2 Change of control**

- (a) The Borrowers (or the Parent on their behalf) shall promptly notify the Agent upon any Obligor becoming aware of a Change of Control occurring.
- (b) If a Change of Control occurs (without the consent of all the Lenders and each ECA):
  - (i) a Lender shall not be obliged to fund any Loan; and
  - (ii) unless all the Lenders and each ECA provide their consent to such Change of Control within 90 Business Days of the Borrowers (or the Parent on their behalf) notifying the Agent of the Change of Control, the Agent shall, at any time after the end of such 90 Business Day period and by not less than 45 days' prior notice to the Borrowers, cancel all the Commitments and declare the Loans, together with accrued interest, fees and all other sums payable under this Agreement and any other Finance Document under or in connection with the Loans, immediately due and payable and the Loans, together with accrued interest, fees and all other sums payable under this Agreement and any other Finance Document under or in connection with the Loans shall be immediately due and payable at the end of such 45 days notice period.

## **8.3 Voluntary cancellation**

- (a) The Borrowers may, if they give the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, cancel the whole or any part (being a minimum amount of €1,000,000 and a multiple of €100,000) of the Pre-Delivery Commitment which is undrawn at the proposed date of cancellation.
- (b) Any cancellation under paragraph (a) above shall reduce the Total Commitments by the same amount and the Pre-Delivery Commercial Commitments of the relevant Lenders rateably.
- (c) The Borrowers may, if they give the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, cancel the whole or any part (being a minimum amount of €1,000,000 and a multiple of €100,000) of any Ship Commitment which is undrawn at the proposed date of cancellation, such cancellation being applied to the respective Delivery Commitment and Mission Equipment Commitment for the relevant Ship rateably.
- (d) Any cancellation of a Ship Commitment under paragraph (c) above shall reduce the Total Commitments by the same amount and shall reduce the respective Sinosure Insured Delivery Commitments, Eksfin Guaranteed Delivery Commitments, Commercial Delivery Commitments, Eksfin Guaranteed Mission Equipment Commitments and Commercial Mission Equipment Commitments of the relevant Lenders rateably.

## **8.4 Voluntary prepayment**

- (a) The Borrowers may, if they give the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, prepay the whole or any part of the Pre-Delivery Loan (but if in part, being an amount that reduces the amount of that Loan by a minimum amount of €1,000,000 and a multiple of €100,000), on the last day of an



Interest Period in respect of the amount to be prepaid (or any other date subject to payment of any Break Costs).

- (b) The Borrowers may, if they give the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, make a prepayment in respect of the whole or part of a Ship Tranche (but if in part, being an amount that reduces the amount of that Ship Tranche by a minimum amount of €1,000,000 and is a multiple of €100,000), on the last day of an Interest Period in respect of the amount to be prepaid (or any other date subject to payment of any Break Costs).
- (c) Any prepayment of a Ship Tranche under paragraph (b) above shall be applied rateably in relation to the respective Delivery Loan and Mission Equipment Loan of that Ship Tranche.

#### **8.5 Right of cancellation and prepayment in relation to a single Lender**

- (a) If:
  - (i) any sum payable to any Lender by an Obligor is required to be increased under clause 14.2 (*Tax gross-up*); or
  - (ii) any Lender claims indemnification from the Borrowers under clause 14.3 (*Tax indemnity*) or clause 15.1 (*Increased costs*),

the Borrowers may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, give the Agent notice of cancellation of the Commitment of that Lender and their intention to procure the repayment of that Lender's participation in the Loans.

- (b) On receipt of a notice referred to in paragraph (a) above, the Available Commitment of that Lender shall immediately be reduced to zero and the Total Commitments (and if such Lender is a Pre-Delivery Commitment Lender, the Pre-Delivery Commitment) shall be reduced correspondingly and the remaining undrawn Ship Commitments shall each be reduced rateably. The Agent shall as soon as practicable after receipt of a notice referred to in clause 8.5(a) above, notify all the Lenders.
- (c) On the last day of each Interest Period which ends after the Borrowers have given notice under paragraph (a) above in relation to a Lender (or, if earlier, the date specified by the Borrowers in that notice), the Borrowers shall repay that Lender's participation in the Loans together with all interest and other amounts accrued under the Finance Documents which is then owing to it and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participations repaid.

#### **8.6 Right of cancellation in relation to a Defaulting Lender**

- (a) If any Lender becomes a Defaulting Lender, the Borrowers may, at any time whilst the Lender continues to be a Defaulting Lender give the Agent 10 Business Days' notice of cancellation of the Available Commitment of that Lender.
- (b) On such notice becoming effective, the Available Commitment of the Defaulting Lender shall immediately be reduced to zero and the Total Commitments (and if such Lender is a Pre-Delivery Commitment Lender, the Pre-Delivery Commitment) shall be reduced correspondingly and the remaining undrawn Ship Commitments shall each be reduced rateably and the Agent shall as soon as practicable after receipt of such notice, notify all the Lenders.

#### **8.7 Replacement of Lender**

- (a) If:

- (i) any Lender becomes a Non-Consenting Lender (as defined in paragraph (d) below); or
- (ii) the Borrowers become obliged to repay any amount in accordance with clause 8.1 (*Illegality*) to any Lender; or
- (iii) any of the circumstances set out in paragraph (a) of clause 8.5 (*Right of cancellation and prepayment in relation to a single Lender*) apply to a Lender,

the Borrowers may, on 10 Business Days' prior notice to the Agent and that Lender, replace such Lender by requiring such Lender to assign (and, to the extent permitted by law, such Lender shall assign) pursuant to clause 35 (*Changes to the Lenders*) all (and not part only) of its rights under this Agreement (and any Security Document to which such Lender is a party in its capacity as a Lender) to an Eligible Institution (a **Replacement Lender**) which confirms its willingness to assume and does assume all the obligations of the assigning Lender in accordance with clause 35 (*Changes to the Lenders*) for a purchase price in cash payable at the time of the assignment in an amount equal to the aggregate of:

- (A) the outstanding principal amount of such Lender's participation in each Loan;
  - (B) all accrued interest owing to such Lender;
  - (C) the Break Costs which would have been payable to such Lender pursuant to clause 12.6 (*Break Costs*) had the Borrowers prepaid in full that Lender's participation in each Loan on the date of the assignment; and
  - (D) all other amounts payable to that Lender under the Finance Documents on the date of the assignment.
- (b) The replacement of a Lender pursuant to this clause 8.7 shall be subject to the following conditions:
- (i) the Borrowers shall have no right to replace the Agent or the Security Agent;
  - (ii) neither the Agent nor any Lender shall have any obligation to find a Replacement Lender;
  - (iii) in the event of a replacement of a Non-Consenting Lender such replacement must take place no later than 30 Business Days after the date on which that Lender is deemed a Non-Consenting Lender;
  - (iv) in no event shall the Lender replaced under this clause 8.7 be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents;
  - (v) the new Lender shall be approved by the ECAs and be substituted in each ECA Policy by way of endorsement to each ECA Policy;
  - (vi) the Lender shall only be obliged to assign its rights pursuant to paragraph (a) above once each of such Lender and the Agent are satisfied that each has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that assignment; and
  - (vii) the Borrowers shall procure that if the Lender replaced is also a Hedging Provider, no such replacement will take place unless the replaced Lender uses reasonable endeavours to procure that the Replacement Lender at the same time enters into an agreement with that Hedging Provider (who is also the replaced Lender) pursuant to which that Hedging Provider, at the same time as the replacement of the relevant Lender becomes effective, assigns and transfers to such Replacement Lender (in its capacity as Hedging Provider) all of its rights and obligations under all Hedging

Contracts and the Hedging Master Agreement to which it is a party, pursuant to the provisions of paragraph (c) of clause 35.2 (*Borrower consultation; ECA approval; Hedging Providers*).

- (c) Each of the Lender and the Agent shall perform the checks described in paragraph (b)(vi) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and the relevant Lender shall notify the Agent when it is satisfied (and the Agent shall notify the Borrowers when each of that Lender and the Agent is satisfied) that it has complied with those checks.
- (d) In the event that:
  - (i) the Borrowers or the Agent (at the request of the Borrowers) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Finance Documents;
  - (ii) the consent, waiver or amendment in question requires the approval of all the Lenders;
  - (iii) all information requested by the Lenders has been provided by the Borrowers to the Lenders to enable them to assess the consent, waiver or amendment in question; and
  - (iv) the Majority Lenders have consented or agreed to such waiver or amendment,

then any Lender who does not and continues not to consent or agree to such waiver or amendment shall, after being provided reasonably sufficient time to consider and process the consent, waiver or amendment in question (and in any event, not less than 10 Business Days from the date on which paragraph (iii) above has been complied with) be deemed a **Non-Consenting Lender**.

#### **8.8 Sale or Total Loss**

- (a) If Ship B is sold or becomes a total loss (as defined in the relevant Building Contract for Ship B) before its Delivery, the Pre-Delivery Commitment and the Ship Commitment for that Ship shall be reduced to zero, the Total Commitments shall be reduced by the same amount and the Borrowers shall prepay the Pre-Delivery Loan in full.
- (b) On a Mortgaged Ship's Disposal Repayment Date:
  - (i) the Borrowers shall prepay in full the Ship Tranche for that Ship plus (if required) such additional amount of the other Ship Tranche as shall ensure that after such prepayment the Security Value is not less than the Minimum Value; and
  - (ii) that Ship's Ship Commitment shall be reduced to zero, the Ship Commitment of the Ship relevant to the other Ship Tranche shall be reduced by an amount equal to any prepayment of such other Ship Tranche under paragraph (i) above and the Total Commitments shall be reduced by an amount equal to the amount of such prepayment pursuant to paragraph (i) above.

#### **8.9 Mandatory Pre-Delivery Cancellation**

- (a) If, prior to Ship B's Delivery:
  - (i) the Building Contract for Ship B is for any reason and by any method novated, cancelled, terminated or rescinded or is not, or ceases to be, legal, valid, binding and enforceable obligations of the Builder or the relevant Owner or it becomes unlawful for either the Builder or the relevant Owner to perform its respective obligations under it; or

- (ii) a competent court or arbitration panel decides that the Building Contract for Ship B has been validly cancelled, terminated or rescinded; or
- (iii) the Building Contract for Ship B is varied in a way prohibited by any Finance Document; or
- (iv) any Builder in respect of the Building Contract for Ship B becomes subject to any of the events or circumstances described in clause 33.8 (*Insolvency*) or clause 33.9 (*Insolvency proceedings*); or
- (v) any of the following events or circumstances occurs in relation to Ship B:
  - (A) any Refund Guarantee is repudiated, cancelled, rescinded or otherwise terminated or is not (or ceases to be) legal, valid, binding and enforceable obligations of any Refund Guarantor; or
  - (B) it is or becomes unlawful for any Refund Guarantor to perform any of its obligations under any Refund Guarantee; or
  - (C) any Refund Guarantor becomes subject to any of the events or circumstances described in clause 33.8 (*Insolvency*) or clause 33.9 (*Insolvency proceedings*),

and, in any such case under this paragraph (v), the Borrowers fail to ensure immediately (and in any event within ten Business Days of the relevant event or circumstance having occurred) that:

- (1) the relevant Refund Guarantee is replaced or reinstated or reconfirmed in a form and manner and by a person in each case approved in advance by the Lenders;
  - (2) such replacement or reinstated or reconfirmed Refund Guarantee is assigned in favour of the Security Agent pursuant to a duly executed and perfected deed of assignment in such form (consistent with the terms of the Pre-Delivery Security Assignment) and in such manner as the Agent may approve; and
  - (3) such further documents and evidence as the Agent may require; or
- (vi) Delivery of Ship B has not occurred by the Last Availability Date for the Ship Tranche B Delivery Loan,

then the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrowers with effect from the date ten Business Days after the giving of such notice (or such later date as may be approved in advance by the Majority Lenders) cancel the Pre-Delivery Commitment and the Ship Commitment for such Ship (whereupon the Total Commitments shall be reduced by the same amounts and the Active Facility shall be reduced by such part of the Pre-Delivery Commitment as had by that time become available).

- (b) The Borrowers shall on the date such cancellation takes effect prepay the Pre-Delivery Loan in full.

#### **8.10 Automatic cancellation**

- (a) Any part of the Pre-Delivery Commitment which has not become available by the Last Availability Date for the Pre-Delivery Loan shall be automatically cancelled at close of business in London on the last Availability Date for the Pre-Delivery Loan.

- (b) Any part of the Delivery Commitment for a Ship which has not become available by the Last Availability Date for the Delivery Loan in respect of such Ship shall be automatically cancelled at close of business in London on the Last Availability Date for that Delivery Loan.
- (c) Any part of the Mission Equipment Commitment for a Ship which has not become available by the Last Availability Date for the Mission Equipment Loan in respect of such Ship shall be automatically cancelled at close of business in London on the Last Availability Date for that Mission Equipment Loan.

#### 8.11 ECA Policy

If at any time during the Facility Period:

- (a) any of the obligations of an ECA under all or part of a relevant ECA Policy is terminated, cancelled, becomes invalid, unenforceable or otherwise ceases to be in full force and effect; or
- (b) it becomes unlawful or impossible for an ECA to fulfil any of the obligations expressed to be assumed by it in a relevant ECA Policy or for the Agent or the ECA Agent or an ECA Lender to exercise the rights or any of them vested in it under a relevant ECA Policy; or
- (c) an ECA has stated its intention to, repudiate, terminate, cancel or suspend the application of all or part of a relevant ECA Policy, (each an **ECA Mandatory Prepayment Event**) then as of the time such ECA Mandatory Prepayment Event occurs:
  - (i) no Lender shall be obliged to fund any Loan;
  - (ii) the Total Commitments shall be automatically cancelled; and
  - (iii) the Loans together with accrued interest, fees and all other sums payable under this Agreement and any other Finance Document under or in connection with the Loans shall be immediately due and payable.

#### 8.12 Release

- (a) Subject to paragraph (b) below, following a full prepayment of a Ship Tranche relating to a Ship:
  - (i) under clause 8.4 (*Voluntary Prepayment*); or
  - (ii) under paragraph (b) of clause 8.8 (*Sale or Total Loss*) and subject to any other prepayments required by clause 8.8 (*Sale or Total Loss*) having been made,

and further subject to:

- A. the concurrent prepayment by the Obligors of such portion of the Ancillary Outstandings as required by any Ancillary Lender pursuant to the terms of any Ancillary Document (as evidenced to the Agent in a manner satisfactory to it by written confirmation of the relevant Ancillary Lenders);
- B. the concurrent prepayment and/or settlement by the Obligors of such amounts under any Hedging Contract and the closing out of such Hedging Transactions by the Obligors as required by any Hedging Provider pursuant to the terms of any Hedging Contract and clause 32.3 (*Unwinding of Hedging Contracts*) (as evidenced to the Agent in a manner satisfactory to it by written confirmation of the relevant Hedging Providers); and

- C. the Security Value being equal to or higher than the Minimum Value following such prepayment without taking into account the value of the Ship corresponding to the Ship Tranche prepaid,

then the Finance Parties agree to release the Mortgage of such Ship and the other security over or in respect of such Mortgaged Ship pursuant to a deed of release in such form acceptable to the Majority Lenders, after such prepayment and at the cost and expense of the Borrowers, provided that no Event of Default exists at the time of or would result from such release and that, immediately after such release, the Security Value shall continue to be equal to or higher than the Minimum Value.

- (b) In the event that a full prepayment of a Ship Tranche pursuant to paragraph (a) above is in respect of the last remaining Mortgaged Ship under this Agreement, any release pursuant to paragraph (a) above shall be subject to the Borrowers repaying all other amounts (not covered in paragraph (a) above) owing pursuant to the Finance Documents, including the prepayment and/or settlement of such amounts under any Ancillary Document and Hedging Contract and the closing out of such Hedging Transactions by the Obligors as required by any Hedging Provider pursuant to the terms of any Hedging Contract and clause 32.3 (*Unwinding of Hedging Contracts*) (as evidenced to the Agent in a manner satisfactory to it by written confirmation of the relevant Ancillary Lenders and Hedging Providers (as applicable)).
- (c) The Borrowers shall give each Ancillary Lender and each Hedging Provider not less than five Business Days' notice of a full prepayment of a Ship Tranche pursuant to clause 8.4 (*Voluntary Prepayment*) or paragraph (b) of clause 8.8 (*Sale or Total Loss*) and the intended release of security in respect of a Mortgaged Ship pursuant to paragraph (a) above.
- (d) Subject to paragraph (e) below, following a full prepayment of the Pre-Delivery Loan before Delivery of Ship B and before Utilisation of the Delivery Loan for Ship B:
  - (i) under clause 8.4 (*Voluntary Prepayment*); or
  - (ii) under paragraph (a) of clause 8.8 (*Sale or Total Loss*) and subject to any other prepayments required by clause 8.8 (*Sale or Total Loss*) having been made,

and further subject to:

- A. the concurrent prepayment by the Obligors of such portion of the Ancillary Outstandings as required by any Ancillary Lender pursuant to the terms of any Ancillary Document (as evidenced to the Agent in a manner satisfactory to it by written confirmation of the relevant Ancillary Lenders); and
- B. the concurrent prepayment and/or settlement by the Obligors of such amounts under any Hedging Contract and the closing out of such Hedging Transactions by the Obligors as required by any Hedging Provider pursuant to the terms of any Hedging Contract and clause 32.3 (*Unwinding of Hedging Contracts*) (as evidenced to the Agent in a manner satisfactory to it by written confirmation of the relevant Hedging Providers); and
- C. the Security Value being equal to or higher than the Minimum Value following such prepayment,

then the Finance Parties agree to release the Pre-Delivery Security Assignment pursuant to a deed of release in such form acceptable to the Majority Lenders, after such prepayment and at the cost and expense of the Borrowers, provided that no Event of Default exists at the time of or would result from such release and that, immediately after such release, the Security Value shall continue to be equal to or higher than the Minimum Value.

- (e) In the event that a full prepayment of the Pre-Delivery Loan pursuant to paragraph (d) above is in respect of the last remaining Ship under this Agreement and no other Loans or

Commitments are outstanding under this Agreement, any release pursuant to paragraph (d) above shall be subject to the Borrowers repaying all other amounts (not covered in paragraph (d) above) owing pursuant to the Finance Documents, including the prepayment and/or settlement of such amounts under any Ancillary Document and Hedging Contract and the closing out of such Hedging Transactions by the Obligors as required by any Hedging Provider pursuant to the terms of any Hedging Contract and clause 32.3 (*Unwinding of Hedging Contracts*) (as evidenced to the Agent in a manner satisfactory to it by written confirmation of the relevant Ancillary Lenders and Hedging Providers (as applicable)).

- (f) The Borrowers shall give each Ancillary Lender and each Hedging Provider not less than five Business Days' notice of a full prepayment of the Pre-Delivery Loan pursuant to clause 8.4 (*Voluntary Prepayment*) or paragraph (a) of clause 8.8 (*Sale or Total Loss*) and the intended release of the Pre-Delivery Security Assignment pursuant to paragraph (d) above.

### **8.13 Mandatory prepayment – Environmental and Social Incidents and Claims**

If a Corrective Action Plan is requested pursuant to clause 23.12 (*Environmental and social matters*), and:

- (a) such Corrective Action Plan is not provided to the satisfaction of the Agent, the Lenders, the ECA Agent and the ECAs within sixty (60) days after (i) the occurrence of the relevant Environmental Incident, Environmental Claim, Social Incident, Social Claim or IMO Code Claim, or, if earlier, (ii) the Borrowers becoming aware of such Environmental Incident, Environmental Claim, Social Incident, Social Claim or IMO Code Claim, or (iii) such later date as may be agreed between the Parties; or
- (b) the requirements and deadlines as set out in the Corrective Action Plan are not diligently and timely pursued in the reasonable opinion of the Agent, the Lenders, the ECA Agent and the ECAs,

the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrowers, with effect from a date specified in that notice which is at least thirty (30) days after the giving of the notice, cancel the Available Commitments and declare the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents, immediately due and payable on such date, whereupon with effect from such date each of the Available Commitments will be immediately cancelled, the Facilities shall immediately cease to be available for further utilisation and the Loans and all such accrued interest and other amounts shall become immediately due and payable on such date.

## **9 Restrictions**

### **9.1 Notices of cancellation and prepayment**

Any notice of cancellation or prepayment given by any Party under clause 8 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment. If any such cancellation or prepayment relates to the Pre-Delivery Commitment or a particular Ship Commitment and/or Loan, any such notice shall also specify the Pre-Delivery Commitment or the relevant Ship Commitment and/or Loan (as applicable).

### **9.2 Interest and other amounts**

Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.

### **9.3 Reborrowing**

The Borrowers may not re-borrow any part of the Facilities which are prepaid or repaid (except as otherwise permitted by clause 5.5(h) (*Pre-placement of Advances*)).

#### **9.4 Prepayment in accordance with Agreement**

The Borrowers shall not repay or prepay all or any part of any Loan or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

#### **9.5 No reinstatement of Commitments**

No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

#### **9.6 Agent's receipt of notices**

If the Agent receives a notice under clause 8 it shall promptly forward a copy of that notice to either the Borrowers or the affected Lender, as appropriate.

#### **9.7 Effect of repayment and prepayment on Commitments**

If all or part of any Lender's participation in a Loan is repaid or prepaid, an amount of that Lender's Commitment under the same Facility equal to the amount of the participation which is repaid or prepaid will be deemed to be cancelled on the date of repayment or prepayment.

#### **9.8 Application of cancellations**

- (a) If the Pre-Delivery Commitment is partially reduced and/or the Pre-Delivery Loan is partially prepaid under this Agreement (other than under clause 8.1 (*Illegality*), clause 8.5 (*Right of cancellation and prepayment in relation to a single Lender*) and clause 8.6 (*Right of cancellation in relation to a Defaulting Lender*)), the Pre-Delivery Commercial Commitments of the Lenders shall be reduced rateably.
- (b) If a Ship Commitment is partially reduced and/or the relevant Ship Tranche is partially prepaid under this Agreement (other than under clause 8.1 (*Illegality*), clause 8.5 (*Right of cancellation and prepayment in relation to a single Lender*) and clause 8.6 (*Right of cancellation in relation to a Defaulting Lender*)), the Delivery Commitment and Mission Equipment Commitment for that Ship Tranche and the Post-Delivery Commitments of the Lenders in respect of that Ship Tranche shall be reduced rateably.

#### **9.9 Application of prepayments**

- (a) Any prepayment required as a result of a cancellation in full of an individual Lender's Commitment under clause 8.1 (*Illegality*) or clause 8.5 (*Right of cancellation and prepayment in relation to a single Lender*) shall be applied in prepaying the relevant Lender's participation in each of the Loans.
- (b) Any other partial prepayment of a Loan shall be applied pro rata across each of the Advances in respect of that Loan and pro rata to the participation of all the Lenders in such Advances.

#### **9.10 Reduction in hedging exposure on prepayment**

Any prepayment under this Agreement shall be made together with payment to any Hedging Provider of any amount falling due to the relevant Hedging Provider under a Hedging Contract as a result of the termination or close out of that Hedging Contract or any Hedging Transaction, in full or in part, under it in accordance with clause 32.3 (*Unwinding of Hedging Contracts*) in relation to that prepayment.

#### **9.11 Removal of Finance Parties from security**

Upon cancellation and prepayment in full of an individual Lender's Commitment under clause 8.1 (*Illegality*) or clause 8.5 (*Right of cancellation and prepayment in relation to a single Lender*):



- (a) that Lender and the other Parties must promptly take (and the Borrowers shall ensure that any other relevant Obligor promptly takes) whatever action the Agent may, in its reasonable opinion, deem necessary or desirable for the purpose of removing that Lender as a party to and beneficiary of any Security Documents granted in favour of (among others) the Lenders or as an insured, assured or beneficiary of or under any ECA Policy; and
- (b) if that Lender is also a Hedging Provider, following the corresponding prepayment and/or settlement in full of the amounts outstanding under any Hedging Contract entered into with that Hedging Provider and the termination and close out of all Hedging Transactions with that Hedging Provider by the Borrowers (if applicable) pursuant to clause 34.4(b) (*Close out of Hedging Contracts*), that Hedging Provider and the other Parties must promptly take (and the Borrowers shall ensure that any other relevant Obligor promptly takes) whatever action the Agent may, in its reasonable opinion, deem necessary or desirable for the purpose of removing that Hedging Provider as a party to and beneficiary of any Security Documents granted in favour of (among others) the Hedging Providers.

## Section 5 - Costs of Utilisation

### 10 Interest

#### 10.1 Calculation of interest

The rate of interest on each Advance (or any relevant part of it for which there is a separate Interest Period) for each Interest Period for the relevant Advance is the percentage rate per annum which is the aggregate of:

- (a) the applicable Margin; and
- (b) EURIBOR for the relevant Interest Period.

#### 10.2 Green Loan Margin Adjustment

- (a) Subject to clause 23.16 (*Declassification Event*) and the other paragraphs of this clause 10.2, following the receipt by the Agent of a Pre-Utilisation Green Loan Compliance Certificate under paragraph (b) below and each Green Loan Compliance Certificate in accordance with clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*), the Margin applicable to each Advance in respect of a Loan shall be re-determined as follows (the **Green Loan Margin Adjustment**):
  - (i) if pursuant to the Green Loan Compliance Certificate the Borrowers are in compliance with the Green Asset Criteria, the applicable Margin shall be as set out in paragraph (a) of the definition of Margin in clause 1.1 (*Definitions*); or
  - (ii) if pursuant to the Green Loan Compliance Certificate the Borrowers are not in compliance with the Green Asset Criteria, the applicable Margin shall:
    - (A) in the case of the Sinosure Insured Margin and the Commercial Margin, increase by zero point one zero per cent. (0.10%) per annum; and
    - (B) in the case of the Eksfin Guaranteed Margin, increase by zero point zero five per cent. (0.05%) per annum.
- (b) On or before the date of this Agreement, the Borrowers shall deliver a Pre-Utilisation Green Loan Compliance Certificate and any Green Loan Margin Adjustment shall take effect:
  - (i) for the purposes of calculating the Margin for each Advance in respect of a Loan, from the first day of the next Interest Period for the relevant Advance until the earlier of (A) the end of the Interest Period for that Advance immediately following a Declassification Event and, where applicable, (B) the date when the first Green Loan Margin Adjustment is to be made in respect of such Loan due to the submission of a Green Loan Compliance Certificate under clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*); and
  - (ii) for the purposes of calculating the commitment fee pursuant to clause 13.1 (*Commitment fee*) for each Advance in respect of a Loan, from the date of its submission until the earlier of (A) the next due date of commitment fee for such Advance following a Declassification Event and (B) the date when the first Green Loan Margin Adjustment is to be made due to the submission of a Green Loan Compliance Certificate under clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*).
- (c) Where a Green Loan Compliance Certificate (other than a Pre-Utilisation Green Loan Compliance Certificate) is received in respect of a financial year (a **Relevant Year**), any Green Loan Margin Adjustment in respect of the Margin for an Advance shall take effect on the first day of the next Interest Period for that Advance which falls within the next financial

year after the Relevant Year and shall apply until the end of the Interest Period immediately following the earlier of (i) a Declassification Event and (ii) another Green Loan Margin Adjustment pursuant to this clause 10.2.

- (d) Excluding any Pre-Utilisation Green Loan Compliance Certificate, only one Green Loan Compliance Certificate may be delivered in respect of each financial year.
- (e) If a revised Green Loan Compliance Certificate is received by the Agent pursuant to clause 21.17 (*Green Loan Compliance Certificate Inaccuracy*), any Green Loan Margin Adjustment which was applied to the Margin for each Advance in respect of a Loan during a financial year shall:
  - (i) be recalculated in accordance with the revised Green Loan Compliance Certificate; and
  - (ii) take effect on the first day of the next Interest Period for that Advance which falls within the same financial year and shall apply until the end of the Interest Period for that Advance immediately following the earlier of (i) a Declassification Event and (ii) another Green Loan Margin Adjustment pursuant to this clause 10.2; save that where the relevant Green Loan Compliance Certificate Inaccuracy relates to a Pre-Utilisation Green Loan Compliance Certificate, such recalculation shall take effect:
    - (A) for the purposes of calculating the Margin for each Advance in respect of a Loan, from the first day of the next Interest Period for the relevant Advance, until the earlier of (A) the end of the Interest Period for that Advance immediately following a Declassification Event and (B) the date when the first Green Loan Margin Adjustment is to be made in respect of such Advance due to the submission of a Green Loan Compliance Certificate under 21.16 (*Green Loan Compliance Certificate and Green Loan Report*); and
    - (B) for the purposes of calculating the commitment fee pursuant to clause 13.1 (*Commitment fee*) in respect of the Ship Commitment relevant to an Advance, from the first day falling after the next due date of commitment fee under such clause 13.1 (*Commitment fee*) following its submission, until the earlier of (A) the next due date of commitment fee for such Advance following a Declassification Event and (B) the date when the first Green Loan Margin Adjustment is to be made due to the submission of a Green Loan Compliance Certificate under clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*).
- (f) If a revised Green Loan Compliance Certificate received by the Agent pursuant to clause 21.17 (*Green Loan Compliance Certificate Inaccuracy*) shows that a higher Margin or commitment fee pursuant to clause 13.1 (*Commitment fee*) should have applied during a certain period, then the Borrowers shall promptly pay to the Agent any amounts necessary to put the Agent and the Lenders in the position they would have been had the appropriate rate of the Margin and commitment fee applied during that period.

### **10.3 Payment of interest**

The Borrowers shall pay accrued interest on each Advance (or any relevant part of it) on the last day of each Interest Period for that Advance (or the relevant part of it) (and, if an Interest Period is longer than 3 Months, on the dates falling at 3 Monthly intervals after the first day of that Interest Period).

### **10.4 Default interest**

- (a) If an Obligor fails to pay any amount payable by it under a Finance Document (other than a Hedging Contract) to a Finance Party on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (c) below, is 2.00 per cent. per annum higher than the

rate which would have been payable if the overdue amount had, during the period of non-payment, constituted an Advance for successive Interest Periods, each of a duration selected by the Agent (acting reasonably).

- (b) Any interest accruing under this clause 10.4 shall be immediately payable by the Obligor on demand by the Agent.
- (c) If any overdue amount consists of all or part of an Advance (or any relevant part of it) which became due on a day which was not the last day of an Interest Period relating to the Advance or the relevant part of it:
  - (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to the Advance or the relevant part of it; and
  - (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be 2.00 per cent per annum higher than the rate which would have applied if the overdue amount had not become due.
- (d) Default interest payable under this clause 10.4 (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

#### **10.5 Notification of rates of interest**

- (a) The Agent shall promptly notify the Lenders and the Borrowers (or the Parent on their behalf) of the determination of a rate of interest under this Agreement.
- (b) The Agent shall promptly notify the Borrowers (or the Parent on their behalf) of each Funding Rate relating to each Advance (or any relevant part of it).

### **11 Interest Periods**

#### **11.1 Selection of Interest Periods**

- (a) Subject to this clause 11.1, the Borrowers (or the Parent on their behalf) may select an Interest Period for the Advances under a Loan in the Utilisation Request for that Loan and (after such Loan has been borrowed) may select an Interest Period for the relevant Advances in a Selection Notice.
- (b) Each Selection Notice is irrevocable and must be delivered to the Agent by the Borrowers (or the Parent on their behalf) not later than 11:00 a.m. four Business Days before the last day of the then current Interest Period for the relevant Advances.
- (c) If the Borrowers (or the Parent on their behalf) fail to deliver a Selection Notice to the Agent in accordance with the above paragraph, the relevant Interest Period will, subject to this clause 11.1 and clause 11.2 (*Interest Periods overrunning Repayment Dates*), be 3 Months.
- (d) Subject to this clause 11.1, the Borrowers (or the Parent on their behalf) may select an Interest Period of three Months or any other period agreed between the Borrowers (or the Parent on their behalf), the Agent and all the Lenders.
- (e) No Interest Period for an Advance shall extend beyond the Final Repayment Date for that Advance.
- (f) The first Interest Period for an Advance shall start on its Utilisation Date and each subsequent Interest Period for that an Advance shall start on the last day of its preceding Interest Period.

- (g) In the case of the Pre-Delivery Advance only:
  - (i) the Borrowers (or the Parent on their behalf) may select an Interest Period of three Months or one Month or any other period agreed between the Borrowers (or the Parent on their behalf), the Agent and all the Pre-Delivery Commercial Lenders; and
  - (ii) the final Interest Period for such Advance shall end on the Utilisation Date of the Ship Tranche B Delivery Loan.
- (h) The first Interest Period for each Delivery Advance under a Delivery Loan and for each Mission Equipment Advance under a Mission Equipment Loan shall end on the First Repayment Date of such Delivery Loan or, as applicable, Mission Equipment Loan.
- (i) All Advances forming part of the same Loan shall always have Interest Periods of the same duration.

## 11.2 Interest Periods overrunning Repayment Dates

If the Borrowers select an Interest Period for an Advance which would overrun any later Repayment Date for the Loan of which that Advance forms part, that Advance shall be divided into parts corresponding to the amounts by which that Advance is scheduled to be repaid under clause 7.3 (*Scheduled repayment of the Post-Delivery Facility*) on each of the Repayment Dates for the Loan of which that Advance forms part falling during such Interest Period (each of which shall have a separate Interest Period ending on the relevant Repayment Date for the Loan of which that Advance forms part) and to the balance of that Advance (which shall have the Interest Period selected by the Borrowers).

## 11.3 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

## 12 Changes to the calculation of interest

### 12.1 Unavailability of Screen Rate

- (a) *Interpolated Screen Rate*: If no Screen Rate is available for EURIBOR for an Interest Period, EURIBOR shall be the Interpolated Screen Rate for a period equal in length to that Interest Period.
- (b) *Reference Bank Rate*: If no Screen Rate is available for EURIBOR for:
  - (i) euro; or
  - (ii) the relevant Interest Period and it is not possible to calculate the Interpolated Screen Rate,EURIBOR shall be the Reference Bank Rate as of 11.30 a.m. (Brussels time) on the relevant Quotation Day and for a period equal in length to the relevant Interest Period.
- (c) *Cost of funds*: If paragraph (b) above applies but no Reference Bank Rate is available for euro or the relevant Interest Period, there shall be no EURIBOR for that Interest Period and clause 12.4 (*Cost of funds*) shall apply for that Interest Period.

### 12.2 Calculation of Reference Bank Rate

- (a) Subject to paragraph (b) below, if EURIBOR for an Interest Period is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by

11.30 a.m. (Brussels time) on the relevant Quotation Day, the Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Reference Banks.

- (b) If at or about 11.30 a.m. (Brussels time) on the relevant Quotation Day none or only one of the Reference Banks supplies a quotation, there shall be no Reference Bank Rate for that Interest Period.

### 12.3 Market disruption

If before close of business in London on the Quotation Day for an Interest Period for an Advance under a Facility (or any part of it) either (i) EURIBOR is unavailable or (ii) the Agent receives notifications from a Lender or Lenders (whose aggregate participations in all Loans under that Facility exceed 50 per cent. of all Loans under that Facility) that the cost to it of funding its participation in the relevant Advance or relevant part of it from whatever source it may reasonably select would be in excess of EURIBOR, then clause 12.4 (*Cost of funds*) shall apply to the relevant Advance or relevant part of it for the relevant Interest Period.

### 12.4 Cost of funds

- (a) If this clause 12.4 applies, the rate of interest on each Lender's share of the relevant Advance or relevant part of it for the Interest Period shall be the percentage rate per annum which is the sum of:
- (i) the applicable Margin;
  - (ii) the rate notified to the Agent by that Lender as soon as practicable and in any event within ten Business Days of the first day of that Interest Period (or, if earlier, on the date falling ten Business Days before the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum its cost of funds relating to its participation in the relevant Advance.
- (b) If this clause 12.4 applies and the Agent or the Borrowers so require, the Agent and the Borrowers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.
- (c) Any substitute or alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders, the ECAs and the Borrowers, be binding on all Parties.
- (d) If this clause 12.4 applies pursuant to clause 12.3 (*Market disruption*) and:
- (i) a Lender's Funding Rate is less than EURIBOR; or
  - (ii) a Lender does not supply a quotation by the time specified in paragraph (a)(ii) above,
- the cost to that Lender of funding its participation in the relevant Advance or relevant part of it for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be EURIBOR.
- (e) If this clause 12.4 applies pursuant to clause 12.1 (*Unavailability of Screen Rate*) but any Lender does not supply a quotation by the time specified in paragraph (a)(ii) above the rate of interest shall be calculated on the basis of the quotations of the remaining Lenders.

### 12.5 Notification to Borrowers

If clause 12.4 (*Cost of funds*) applies, the Agent shall, as soon as is practicable, notify the Borrowers (or the Parent on their behalf).

### 12.6 Break Costs

- (a) The Borrowers shall, within three Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of any Advance (or any relevant part of it) or Unpaid Sum being paid by the Borrowers on a day other than the last day of an Interest Period for that Advance (or any relevant part of it) or Unpaid Sum.
- (b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate to the Borrowers and the Agent confirming the amount of its Break Costs for any Interest Period in which they accrue.

### **13 Fees**

#### **13.1 Commitment fee**

- (a) The Borrowers shall pay to the Agent (for the account of each Lender) a fee in euro computed at the rate per annum equal to 35% of the Margin applicable to each Advance (taking into account any Green Loan Margin Adjustment), on that Lender's Available Commitment relating to each Advance, calculated on a daily basis from the date of this Agreement (the **Start Date**).
- (b) The Borrowers shall pay the accrued commitment fee on the last day of the period of three Months commencing on the Start Date, on the last day of each successive period of three Months thereafter until the earlier of the latest of the Last Availability Dates and the final Utilisation Date, on the earlier of such dates and, if cancelled in full, on the cancelled amount of the relevant Lender's Available Commitment at the time the cancellation is effective.
- (c) No commitment fee is payable to the Agent (for the account of a Lender) on any undrawn Commitment of that Lender for any day on which that Lender is a Defaulting Lender.
- (d) No commitment fee shall be payable in respect of the Available Commitment of a Lender for such part of their Post-Delivery Commitment corresponding to the Delivery Loan in relation to Ship B as is equal to their Pre-Delivery Commercial Commitment (if any) and such adjustment to the commitment fee payable to such Lender shall be applied pro rata across that Lender's Post-Delivery Facility Available Commitment, corresponding to that Delivery Loan.

#### **13.2 Mandated lead arranger fee**

The Borrowers shall pay to the Arrangers a mandated lead arranger fee in the amount and at the times agreed in a Fee Letter.

#### **13.3 Agency fee**

The Borrowers shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

#### **13.4 Sinosure Premium**

- (a) The Borrowers acknowledge that the Sinosure Insured Lenders shall procure the placement of each Sinosure Insurance Policy through the ECA Agent and shall benefit from it throughout the duration of the Facility Period. The Borrowers agree to pay to Sinosure the Sinosure Premium applicable to each Sinosure Insured Advance prior to the Utilisation Date in respect of such Sinosure Insured Advance. The Borrowers (or the Parent on their behalf) shall immediately notify the ECA Agent and the Agent of the payment to Sinosure of the Sinosure Premium in respect of a Sinosure Insurance Policy having been made and shall provide all relevant evidence to this effect to the satisfaction of the ECA Agent and the Agent.
- (b) The Borrowers agree that their obligation to make the payments set out in clause 13.4(a) to Sinosure in respect of the Sinosure Premium for each Sinosure Insurance Policy (or any part thereof) shall be an absolute obligation and shall not be affected by any matter whatsoever. The Sinosure Premium (or any part thereof) for each Sinosure Insurance Policy shall not be

refundable except in accordance with the terms of the relevant Sinasure Insurance Policy and Sinasure's internal regulations.

- (c) Promptly after receipt by a Finance Party of a refund of the Sinasure Premium from Sinasure and if all amounts due and owing by the Borrowers or any of them at that time have been discharged in full, such refund shall be paid to the Borrowers. A Finance Party which has not received a refund of the Sinasure Premium to which it is entitled pursuant to the relevant Sinasure Insurance Policy, shall take any appropriate steps in order to receive such refund.
- (d) The Borrowers acknowledge that the amount of each Sinasure Premium will be solely determined by Sinasure in the manner specified in the relevant defined term of Sinasure Premium in clause 1.1(*Definitions*) but always subject to the terms of the relevant Sinasure Insurance Policy and Sinasure's internal regulations, and no Finance Party is in any way involved in the determination of the amount of the Sinasure Premium and agrees that the Borrowers shall have no claim or defence against any Finance Party in connection with the amount of the Sinasure Premium for any Sinasure Insurance Policy.

### **13.5 Eksfin Premium**

- (a) On each Repayment Date in respect of a Delivery Loan and a Mission Equipment Loan, the Borrowers shall pay to Eksfin the Eksfin Premium accrued for the relevant Interest Period ending on such Repayment Date in relation to the relevant outstanding Eksfin Guaranteed Advances, as set out in more detail in the relevant Eksfin Guarantee.
- (b) In addition to any Eksfin Premium payable pursuant to paragraph (a) above, the Borrowers shall pay to Eksfin, any additional Eksfin Premium in relation to the relevant Eksfin Guarantee (the amount of which is notified to the Borrowers by the ECA Agent), that Eksfin charges from time to time and pursuant to payment instructions provided by the ECA Agent or Eksfin.
- (c) If the ECA Agent has paid any amount of an Eksfin Premium (without having received such amount from the Borrowers) to Eksfin, the Borrowers shall reimburse the ECA Agent for such amount within three (3) Business Days of demand.
- (d) The Borrowers acknowledge that none of the Finance Parties is responsible for the calculation or final determination of the Eksfin Premium and the Borrowers will not raise against any Finance Party, any claim or defence of any kind whatsoever in relation to the calculation or payment of the Eksfin Premium (it being understood that the amounts of any Eksfin Premium will be solely determined by Eksfin).
- (e) The Borrowers acknowledge and agree that no Eksfin Premium (whether in whole or in part) is refundable for any reason whatsoever.

### **13.6 Interest, commission and fees on Ancillary Facilities**

The rate and time of payment of interest, commission, fees and any other remuneration in respect of each Ancillary Facility shall be determined by agreement between the relevant Ancillary Lender and the Borrowers as borrowers of that Ancillary Facility based upon normal market rates and terms.

### **13.7 Eksfin Fees**

- (a) The Borrowers agree to pay to Eksfin a flat upfront fee in the amounts and at the times agreed in the relevant Fee Letters.
- (b) The Borrowers shall pay to Eksfin a non-refundable commitment fee computed at the rate of thirty five per cent. (35%) of the Eksfin Premium for each Eksfin Guarantee, calculated on the undrawn Eksfin Guaranteed Advances from time to time, calculated on a daily basis from the date of this Agreement.



- (c) The Borrowers shall pay each accrued commitment fee under paragraph (b) above on the last day of the period of three Months commencing on the date of this Agreement, on the last day of each successive period of three Months thereafter until the earlier of the latest of the Last Availability Dates and the final Utilisation Date, on the earlier of such dates and, if the relevant Eksfin Guaranteed Advance is cancelled, at the time the cancellation is effective.
- (d) On each payment date of each commitment fee pursuant to paragraph (c) above, the Borrowers shall provide the ECA Agent with a copy of a payment confirmation evidencing and, if available, tracking (including UETR code to the beneficiary bank) payment to Eksfin of the commitment fee then due.

## Section 6 - Additional Payment Obligations

### 14 Tax gross-up and indemnities

#### 14.1 Definitions

In this Agreement:

**Protected Party** means a Finance Party or, in relation to clause 16.5 (*Indemnity concerning security*) and clause 16.8 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clause 16.5 (*Indemnity concerning security*), any Indemnified Person, which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document or an ECA Policy.

**Tax Credit** means a credit against, relief or remission for, or repayment of any Tax.

**Tax Deduction** means a deduction or withholding for or on account of Tax from a payment under a Finance Document (other than a Hedging Contract) or an ECA Policy other than a FATCA Deduction.

**Tax Payment** means either the increase in a payment made by an Obligor to a Finance Party under clause 14.2 (*Tax gross-up*) or a payment under clause 14.3 (*Tax indemnity*).

Unless a contrary indication appears, in this clause 14, a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination.

#### 14.2 Tax gross-up

- (a) Each Obligor shall make all payments to be made by it under any Finance Document without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) The Borrowers (or the Parent on their behalf) shall, promptly upon any of them becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrowers and that Obligor.
- (c) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor under the relevant Finance Document shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- (f) Paragraphs (a) to (e) above shall not apply in respect of any payments under any Hedging Contract, where the gross-up provisions of the relevant Hedging Master Agreement itself shall apply.

#### 14.3 Tax indemnity

- (a) Each Obligor who is a Party shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document or an ECA Policy.
- (b) Paragraph (a) above shall not apply:
  - (i) with respect to any Tax assessed on a Finance Party:
    - (A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
    - (B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,
      - if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or
  - (ii) to the extent a loss, liability or cost:
    - (A) is compensated for by an increased payment under clause 14.2 (*Tax gross-up*); or
    - (B) relates to a FATCA Deduction required to be made by a Party or any Obligor which is not a Party.
- (c) A Protected Party making, or intending to make a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrowers.
- (d) A Protected Party shall, on receiving a payment from an Obligor under this clause 14.3, notify the Agent.

#### **14.4 Tax Credit**

If an Obligor makes a Tax Payment and the relevant Finance Party determines, that:

- (a) a Tax Credit is attributable (A) to an increased payment of which that Tax Payment forms part, (B) to that Tax Payment or (C) to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Finance Party has obtained, utilised and retained that Tax Credit,

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

#### **14.5 Indemnities on after Tax basis**

- (a) If an Event of Default is continuing or where the Agent and/or Security Agent have taken any steps pursuant to clause 33.21 (*Acceleration*), to the extent that any sum payable to any Protected Party by the Borrowers under any Finance Document by way of indemnity or reimbursement proves to be insufficient, by reason of any Tax suffered thereon, for that Protected Party to discharge the corresponding liability to a third party, or to reimburse that Protected Party for the cost incurred by it in discharging the corresponding liability to a third party, the Borrowers shall pay that Protected Party such additional sum as (after taking into account any Tax suffered by that Protected Party on such additional sum) shall be required to make up the relevant deficit.

- (b) If and to the extent that any sum (the **Indemnity Sum**) constituting (directly or indirectly) an indemnity to any Protected Party but paid by the Borrowers to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrowers shall pay to that Protected Party such sum (the **Compensating Sum**) as (after taking into account any Tax suffered by that Protected Party on the Compensating Sum) shall reimburse that Protected Party for any Tax suffered by it in respect of the Indemnity Sum.
- (c) For the purposes of paragraphs (a) and (b) above, a sum shall be deemed to be taxable in the hands of a Protected Party if it falls to be taken into account in computing the profits or gains of that Protected Party for the purposes of Tax and, if so, that Protected Party shall be deemed to have suffered Tax on the relevant sum at the rate of Tax applicable to that Protected Party's profits or gains for the period in which the payment of the relevant sum falls to be taken into account for the purposes of such Tax.

#### 14.6 Stamp taxes

The Borrowers shall pay and, within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document or an ECA Policy.

#### 14.7 Value added tax

- (a) All amounts expressed in a Finance Document to be payable by any party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any party under a Finance Document, and such Finance Party is required to account to the relevant tax authority for the VAT, that party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that party).
- (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the **Supplier**) to any other Finance Party (the **Recipient**) under a Finance Document, and any party to a Finance Document other than the Recipient (the **Subject Party**) is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
  - (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Subject Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Subject Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and
  - (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Subject Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
- (c) Where a Finance Document requires any party to it to reimburse or indemnify a Finance Party for any cost or expense, that party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

- (d) Any reference in this clause 14.7 to any party shall, at any time when such party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994).
- (e) In relation to any supply made by a Finance Party to any party under a Finance Document, if reasonably requested by such Finance Party, that party must promptly provide such Finance Party with details of that party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

#### **14.8 FATCA information**

- (a) Subject to paragraph (c) below, each Party shall, within ten Business Days of a reasonable request by another Party:
  - (i) confirm to that other Party whether it is:
    - (A) a FATCA Exempt Party; or
    - (B) not a FATCA Exempt Party;
  - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
  - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
  - (i) any law or regulation;
  - (ii) any fiduciary duty; or
  - (iii) any duty of confidentiality
- (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraphs (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

#### **14.9 FATCA Deduction**

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrowers and the Agent and the Agent shall notify the other Finance Parties.

## 15 Increased Costs

### 15.1 Increased costs

- (a) Subject to clause 15.3 (*Exceptions*), the Borrowers shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Cost incurred by that Finance Party or any of its Affiliates which:
  - (i) arises as a result of (A) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (B) compliance with any law or regulation in either case made after the date of this Agreement; and/or
  - (ii) is a Basel III Increased Cost.
- (b) In this Agreement **Increased Costs** means:
  - (i) a reduction in the rate of return from a Facility or on a Finance Party's (or its Affiliate's) overall capital;
  - (ii) an additional or increased cost; or
  - (iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or an Ancillary Commitment or funding or performing its obligations under any Finance Document.

### 15.2 Increased cost claims

- (a) A Finance Party intending to make a claim pursuant to clause 15.1 (*Increased costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrowers (or the Parent).
- (b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.

### 15.3 Exceptions

- (a) Clause 15.1 (*Increased costs*) does not apply to any Increased Cost which is:
  - (i) attributable to a Tax Deduction required by law to be made by an Obligor;
  - (ii) attributable to a FATCA Deduction required to be made by a Party; or
  - (iii) compensated for by clause 14.3 (*Tax indemnity*) (or would have been compensated for under clause 14.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of clause 14.3 (*Tax indemnity*) applied); or
  - (iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.
- (b) In paragraph (a) above, a reference to a Tax Deduction has the same meaning given to the term in clause 14.1 (*Definitions*).

## 16 Other indemnities

### 16.1 Currency indemnity

- (a) If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:
- (i) making or filing a claim or proof against that Obligor; and/or
  - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,
- that Obligor shall, as an independent obligation, within three Business Days of demand by a Finance Party, indemnify each Finance Party to whom that Sum is due against any Losses arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.
- (b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

### 16.2 Other indemnities

The Borrowers shall (or shall procure that another Obligor will), within three Business Days of demand by a Finance Party, indemnify each Finance Party and each ECA against any and all Losses incurred by that Finance Party or ECA (as the case may be) as a result of:

- (a) the occurrence of any Event of Default;
- (b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any and all Losses arising as a result of clause 44 (*Sharing among the Finance Parties*);
- (c) funding, or making arrangements to fund, its participation in an Advance requested by the Borrowers in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone);
- (d) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrowers; or
- (e) under or pursuant to, an ECA Policy, including, without limitation, any additional premiums, cost or expense as provided for under an ECA Policy which an ECA may charge, invoice or set-off against amounts owing to the ECA Agent or the Lenders, including, without limitation, as a result of a change of the delivery schedule of a Ship or otherwise properly incurred by the ECA Agent and/or the Lenders in connection with compliance with an ECA Policy.

### 16.3 Environmental and social indemnity

The Borrowers shall (or shall procure that another Obligor will), within three (3) Business Days of demand by an Indemnified Person, indemnify each Indemnified Person against any and all Losses, joint or several that may be incurred by or asserted or awarded against any Indemnified Person, in each case arising out of or in connection with or relating to any claim investigation, litigation or proceeding (or the preparation of any defence with respect thereto) commenced or threatened in relation to an Environmental Claim, made or asserted against such Indemnified Person if such claim investigation, litigation or proceeding would not have been, or been capable

of being, made or asserted against such Indemnified Person if the Finance Parties or ECAs had not entered into any of the Finance Documents or any of the ECA Policies and/or exercised any of their rights, powers and discretions thereby conferred and/or performed any of their obligations thereunder and/or been involved in any of the transactions contemplated by the Finance Documents or any of the ECA Policies. This indemnity shall apply whether or not such claims, investigation, litigation or proceedings is brought by any Obligor, any other Group Member, any of their shareholders, their Affiliates, or creditors, or an Indemnified Person or any other person, or an Indemnified Person is otherwise a party thereto, except to the extent such Losses are found in a final non-appealable judgement by a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or wilful misconduct. Each Indemnified Person may enforce and enjoy the benefit of this clause 16.3 under the Third Parties Act.

#### **16.4 Indemnity to the Agent, the Security Agent, the ECA Agent and the ECAs**

The Borrowers shall promptly indemnify the Agent, the Security Agent, the ECA Agent and each ECA against:

- (a) any and all Losses (together with any applicable VAT) incurred by the Agent, the Security Agent, the ECA Agent or an ECA (acting reasonably) as a result of:
  - (i) without prejudice to clause 37.11 (*Rights and discretions of the Agent and the Security Agent*), investigating any event which it reasonably believes is a Default;
  - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
  - (iii) instructing lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts as permitted under the Finance Documents where, unless any of the circumstances in paragraphs (i), (ii) or (iv) apply or an Event of Default is continuing, such Losses are pre-approved by the Borrowers or the Parent on their behalf (such approval not to be unreasonably withheld or delayed); or
  - (iv) any action taken by the Agent, the Security Agent, the ECA Agent or an ECA or any of their representatives, agents or contractors in connection with any powers conferred by any Security Document to enforce any Security Interest thereunder or to remedy any breach of any Obligor's obligations under the Finance Documents, and
- (b) any and all Losses (including, without limitation, in respect of liability for negligence or any other category of liability whatsoever) (together with any applicable VAT) incurred by the Agent, the Security Agent, the ECA Agent or an ECA (otherwise than by reason of the Agent's, the Security Agent's, the ECA Agent's or an ECA's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to clause 45.10 (*Disruption to payment systems etc.*) notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent or the Security Agent) in acting as Agent or the Security Agent under the Finance Documents.

#### **16.5 Indemnity concerning security**

- (a) The Borrowers shall (or shall procure that another Obligor will) promptly indemnify each Indemnified Person against any and all Losses (together with any applicable VAT) incurred by it as a result of:
  - (i) any failure by the Borrowers to comply with its obligations under clause 18 (*Costs and expenses*) or any similar provision in any other Finance Document;
  - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;



- (iii) the taking, holding, protection or enforcement of the Transaction Security;
  - (iv) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and/or any other Finance Party in whose favour any Security Document has been granted and each Receiver and each Delegate by the Finance Documents or by law (otherwise, in each case, than by reason of the relevant Security Agent's and/or other Finance Party's, Receiver's or Delegate's gross negligence or wilful misconduct);
  - (v) any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents;
  - (vi) any claim (whether relating to the environment or otherwise) made or asserted against the Indemnified Person which would not have arisen but for the execution or enforcement of one or more Finance Documents (unless and to the extent it is caused by the gross negligence or wilful misconduct of that Indemnified Person);
  - (vii) instructing lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts as permitted under the Finance Documents where, unless any of the circumstances in paragraphs (i) to (vi) or paragraph (viii) apply or an Event of Default is continuing, such Losses are pre-approved by the Borrowers or the Parent on their behalf (such approval not to be unreasonably withheld or delayed); or
  - (viii) (in the case of the Security Agent and/or any other Finance Party in whose favour any Security Document has been granted, any Receiver and any Delegate) acting as Security Agent and/or as holder of any of the Transaction Security, Receiver or Delegate under the Finance Documents or which otherwise relates to the Charged Property (otherwise, in each case, than by reason of the relevant Security Agent's and/or other Finance Party's, Receiver's or Delegate's gross negligence or wilful misconduct).
- (b) The Security Agent may, in priority to any payment to the other Finance Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause 16.5 and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all moneys payable to it.

#### 16.6 Continuation of indemnities

The indemnities by the Borrowers in favour of any Indemnified Persons contained in this Agreement shall continue in full force and effect notwithstanding any breach by any Finance Party or any of the Borrowers of the terms of this Agreement, the repayment or prepayment of the Loans, the cancellation of the Total Commitments or the repudiation by any Finance Party or the Borrowers of this Agreement.

#### 16.7 Third Parties Act

- (a) Each Indemnified Person may rely on the terms of clause 16.5 (*Indemnity concerning security*) and clauses 14 (*Tax gross-up and indemnities*) and 16.8 (*Interest*) insofar as it relates to interest on, or the calculation of, any amount demanded by that Indemnified Person under clause 16.5 (*Indemnity concerning security*), subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
- (b) Where an Indemnified Person (other than a Finance Party) (the **Relevant Beneficiary**) who is:
  - (i) appointed by a Finance Party under the Finance Documents;
  - (ii) an Affiliate of any such person or that Finance Party; or

(iii) an officer, director, employee, adviser, representative or agent of any of the above persons or that Finance Party,

is entitled to receive any amount (a **Third Party Claim**) under any of the provisions referred to in paragraph (a) above:

- (A) the Borrowers shall at the same time as the relevant Third Party Claim is due to the Relevant Beneficiary pay to that Finance Party a sum in the amount of that Third Party Claim;
- (B) payment of such sum to that Finance Party shall, to the extent of that payment, satisfy the corresponding obligations of the Borrowers to pay the Third Party Claim to the Relevant Beneficiary; and
- (C) if the Borrowers pay the Third Party Claim direct to the Relevant Beneficiary, such payment shall, to the extent of that payment, satisfy the corresponding obligations of the Borrowers to that Finance Party under sub-paragraph (A) above.

#### **16.8 Interest**

Moneys becoming due by the Borrowers to any Indemnified Person under the indemnities contained in this clause 16 (*Other indemnities*) or elsewhere in this Agreement shall be paid on demand made by such Indemnified Person and shall be paid together with interest on the sum demanded from the date of demand therefor to the date of reimbursement by the Borrowers to such Indemnified Person (both before and after judgment) at the rate referred to in clause 10.4 (*Default interest*).

#### **16.9 Exclusion of liability**

Without prejudice to any other provision of the Finance Documents excluding or limiting the liability of any Indemnified Person, no Indemnified Person will be in any way liable or responsible to any Obligor (whether as mortgagee in possession or otherwise) who is a Party or is a party to a Finance Document to which this clause applies for any loss or liability arising from any act, default, omission or misconduct of that Indemnified Person, except to the extent caused by its own gross negligence or wilful misconduct. Any Indemnified Person may rely on this clause 16.9 subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

#### **17 Mitigation by the Lenders**

##### **17.1 Mitigation**

- (a) Each Finance Party shall, in consultation with the Borrowers, take all reasonable steps to mitigate any circumstances which arise and which would result in any Facility ceasing to be available or any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 8.1 (*Illegality*), clause 14 (*Tax gross-up and indemnities*) or clause 15 (*Increased costs*) including (but not limited to) assigning its rights under the Finance Documents to another Affiliate or Facility Office.
- (b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

##### **17.2 Limitation of liability**

- (a) The Borrowers shall promptly indemnify each Finance Party for all costs and expenses incurred by that Finance Party as a result of steps taken by it under clause 17.1 (*Mitigation*).
- (b) A Finance Party is not obliged to take any steps under clause 17.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

## 18 Costs and expenses

### 18.1 Transaction expenses

The Borrowers shall, promptly on demand and in any event within 5 Business Days, pay the Agent, the Security Agent, the Arrangers, the Green Loan Advisor, the ECA Agent and the ECAs the amount of all costs and expenses pre-approved by the Borrowers or the Parent on their behalf (such approval not to be unreasonably withheld or delayed) (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by any of them (and, in the case of the Security Agent, by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, syndication, registration and perfection and any release, discharge or reassignment of:

- (a) this Agreement, the Hedging Master Agreements and any other documents referred to in this Agreement, the Security Documents and each ECA Policy;
- (b) any other Finance Documents executed or proposed to be executed after the date of this Agreement including any executed to provide additional security under clause 28 (*Minimum security value*); or
- (c) any Security Interest expressed or intended to be granted by a Finance Document,

whether or not the transactions contemplated under the Finance Documents are consummated.

### 18.2 Amendment costs

If:

- (a) an Obligor requests an amendment, waiver or consent;
- (b) any amendment or waiver is contemplated or agreed pursuant to clause 51.5 (*Replacement of Screen Rate*); or
- (c) an amendment is required pursuant to clause 45.9 (*Change of currency*),

the Borrowers shall, within three Business Days of demand by the Agent, the Security Agent or an ECA reimburse the Agent or the Security Agent (or, in the case of a demand by an ECA, the ECA Agent), for the amount of all reasonably incurred and documented costs and expenses (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by the Agent, the Security Agent, the ECA Agent or that ECA (and by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement.

### 18.3 Agent's and Security Agent's management time and additional remuneration

- (a) Following the occurrence of an Event of Default that is continuing, any amount payable to the Agent or the Security Agent under clause 16.4 (*Indemnity to the Agent, the Security Agent, the ECA Agent and the ECAs*), clause 16.5 (*Indemnity concerning security*), clause 18 (*Costs and expenses*) or clause 37.15 (*Lenders' indemnity to the Agent and others*) shall include the cost of utilising the Agent's or (as the case may be) the Security Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Agent or (as the case may be) the Security Agent may notify to the Borrowers and the other Finance Parties, and is in addition to any other fee paid or payable to the Agent or the Security Agent.
- (b) Without prejudice to paragraph (a) above, in the event of:

- (i) an Event of Default;
- (ii) the Agent or the Security Agent being requested by an Obligor or the other Finance Parties to undertake duties which the Agent or (as the case may be) the Security Agent and the Borrowers agree to be of an exceptional nature or outside the scope of the normal duties of the Agent or (as the case may be) the Security Agent under the Finance Documents; or
- (iii) the Agent or (as the case may be) the Security Agent and the Borrowers agreeing that it is otherwise appropriate in the circumstances,

the Borrowers shall pay to the Agent or (as the case may be) the Security Agent any additional remuneration that may be agreed between them or determined pursuant to paragraph (c) below.

- (c) If the Agent or (as the case may be) the Security Agent and the Borrowers fail to agree upon the nature of the duties, or upon the additional remuneration referred to in paragraph (b) above or whether additional remuneration is appropriate in the circumstances, any dispute shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Agent or (as the case may be) the Security Agent and approved by the Borrowers or, failing approval, nominated (on the application of the Agent or (as the case may be) the Security Agent) by the President for the time being of the Law Society of England and Wales (the costs of the nomination and of the investment bank being payable by the Borrowers) and the determination of any investment bank shall be final and binding upon the Parties.

#### **18.4 Enforcement, preservation and other costs**

- (a) The Borrowers shall, on demand by a Finance Party or an ECA, pay to each Finance Party and each ECA the amount of all costs and expenses (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by that Finance Party or ECA in connection with the enforcement of, or the preservation of any rights under, any Finance Document, any ECA Policy and any Transaction Security and any proceedings instituted by or against any Indemnified Person as a consequence of taking or holding the Security Documents or any ECA Policy or enforcing those rights.
- (b) The Borrowers shall, on demand by the Agent, pay to the Agent the amount of all costs and expenses (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by the Agent in connection with:
  - (i) any valuation carried out under clause 28 (*Minimum security value*) to the extent that the costs of such valuation is payable by the Borrowers pursuant to clause 28 (*Minimum security value*); or
  - (ii) any inspection carried out under clause 26.9 (*Inspection and notice of dry-docking*) provided that if no Event of Default is continuing the Borrowers shall not pay the costs of more than one such inspection per calendar year.

## Section 7 - Guarantee

### 19 Guarantee and indemnity

#### 19.1 Guarantee and indemnity

Each Guarantor hereby irrevocably and unconditionally and jointly and severally with each of the other Guarantors:

- (a) guarantees to the Security Agent (as trustee for the Finance Parties) and the other Finance Parties punctual performance by each other Obligor of all such Obligor's obligations under the Finance Documents;
- (b) undertakes with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation indemnify each Finance Party immediately on demand against any cost, loss or liability it incurs as a result of another Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by such Obligor under any Finance Document on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this clause 19.1 if the amount claimed had been recoverable on the basis of a guarantee.

#### 19.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

#### 19.3 Reinstatement

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 each Guarantor under this clause 19 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

#### 19.4 Waiver of defences

The obligations of each Guarantor under this clause 19 will not be affected by an act, omission, matter or thing (whether or not known to it or any Finance Party) which, but for this clause 19, would reduce, release or prejudice any of its obligations under this clause 19 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;
- (g) any law or regulation of any jurisdiction or any other event affecting any term of the guaranteed obligations;
- (h) any other circumstance that might constitute a defence of any Guarantor;
- (i) any insolvency or similar proceedings; or
- (j) any payment to Eksfin or Sinasure under an Eksfin Guarantee or a Sinasure Insurance Policy.

#### **19.5 Guarantor intent**

Without prejudice to the generality of clause 19.4 (*Waiver of defences*), each Guarantor expressly confirms that it intends that this guarantee 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.

#### **19.6 Immediate recourse**

Each Guarantor 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 that Guarantor under this clause 19. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

#### **19.7 Appropriations**

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 that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this clause 19.

#### **19.8 Deferral of Guarantors' rights**

- (a) 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 Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 19:
  - (i) to be indemnified by another Obligor;

- (ii) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;
  - (iii) 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;
  - (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under clause 19 (*Guarantee and indemnity*);
  - (v) to exercise any right of set-off against any other Obligor; and/or
  - (vi) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.
- (b) If a Guarantor receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Agent for application in accordance with clause 45 (*Payment mechanics*). 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.

#### **19.9 Additional security**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

#### **19.10 Amendments and waivers in writing**

No waivers by any Finance Party or amendments to, of, or in connection with, the provisions of the Guarantee may be made unless they are made in writing by the Parties and with the prior written consent of all the Lenders and the ECAs.

#### **19.11 Guarantors' rights and obligations**

- (a) The obligations of each Guarantor under the Guarantee and under this Agreement are joint and several. Failure by a Guarantor to perform its obligations under the Guarantee and/or this Agreement shall constitute a failure by all of the Guarantors.
- (b) Each Guarantor irrevocably and unconditionally jointly and severally with each other Guarantor:
  - (i) agrees that it is responsible for the performance of the obligations of each other Guarantor under the Guarantee and this Agreement;
  - (ii) acknowledges and agrees that it is a principal and original debtor in respect of all amounts due from the Guarantors under the Guarantee and under this Agreement; and
  - (iii) agrees with each Finance Party that, if any obligation of any other Guarantor under the Guarantee and this Agreement is or becomes unenforceable, invalid or illegal for any reason it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any and all Losses it incurs as a result of that Guarantor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by such Guarantor under the Guarantee and/or this Agreement. The amount payable under this indemnity shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

- (c) The obligations of each Guarantor under the Finance Documents shall continue until all amounts which may be or become payable by the Guarantors under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- (d) In no event shall any of the Guarantors have any right to claim or demand proceeds under any ECA Policy, whether on the basis that it has performed its obligations under the Guarantee and this Agreement and has acquired by way of subrogation the respective rights of the Borrowers or the Lenders or any of them against an ECA, or otherwise.

#### **19.12 Operational subordination**

For so long as a Guarantor is also the Bareboat Charterer and/or a Manager of a Ship, the relevant Guarantor further agrees and undertakes in relation to each relevant Ship, the relevant Bareboat Charter and any Management Agreement to which such Guarantor is a party, throughout the Facility Period but ending at the end of such Ship's Mortgage Period (and references below to "the Ship" shall be deemed to mean each such Ship):

- (a) that any Management Agreement or Bareboat Charter and such Guarantor's rights under it will be fully subordinate to the rights of the Finance Parties under the Finance Documents;
- (b) not to make a claim under or in connection with any Management Agreement or Bareboat Charter for the Ship which could result in the Ship being arrested, detained or sold;
- (c) not to take any other action in relation to the Ship which could interfere with:
  - (i) any Finance Party's rights or powers pursuant to any of the Transaction Security;
  - (ii) any claims by any Finance Party against the proceeds of any sale of the Ship;
  - (iii) the exercise of any right or power any Finance Party has to sell the Ship, whether pursuant to the Mortgage or otherwise;  
or
  - (iv) any sale of the Ship by an Owner with the Majority Lenders' approval or at their direction where the Mortgage has become enforceable;
- (d) to waive any such right that the relevant Guarantor might otherwise have had to make any such claims and not to make any claim against any Finance Party in respect of any interference with the relevant Guarantor's rights under any Management Agreement or Bareboat Charter for the Ship resulting from the exercise of any Finance Party's rights under the Finance Documents;
- (e) not to exercise any lien such Guarantor has on the Ship in priority to or in competition with the Finance Parties' rights under the Mortgage or the other Security Documents relating to said Ship;
- (f) that despite the terms of any Management Agreement or Bareboat Charter for the Ship, if a Finance Party becomes entitled to enforce the Mortgage over the Ship, the Security Agent (acting on the instructions of the Majority Lenders) may terminate any Management Agreement or Bareboat Charter for the Ship by way of written notice and the relevant Guarantor will not have any claim for any resulting loss;
- (g) not to compete with any Finance Party in the liquidation, winding-up or other dissolution of any person liable to the Finance Parties under any of the Finance Documents;
- (h) not to demand or accept payment of any moneys due in respect of the management of the Ship at a time where any Transaction Security has become enforceable;



- (i) not to appoint a sub-manager of the Ship without the approval of the Majority Lenders and to procure that any sub-manager so approved will provide a Manager's Undertaking or equivalent;
- (j) to promptly notify the Agent if any amounts are owing to the relevant Guarantor under any Management Agreement or Bareboat Charter for the Ship for more than 10 days after the period agreed for payment; and
- (k) to give the Agent such information about the Ship and its management and any amounts owing to the relevant Guarantor under any Management Agreement or Bareboat Charter for the Ship as the Agent (acting on the instructions of the Majority Lenders) may from time to time request.

## Section 8 - Representations, Undertakings and Events of Default

### 20 Representations

**20.1** Each Obligor who is a Party makes and repeats the representations and warranties set out in this clause 20 to each Finance Party at the times specified in clause 20.38 (*Times when representations are made*).

### 20.2 Status

- (a) Each Obligor is a company or corporation, duly incorporated and validly existing under the law of its Original Jurisdiction.
- (b) Each Obligor and each other Group Member has power and authority to own its assets and to carry on its business as it is now being conducted.

### 20.3 Binding obligations

Subject to the Legal Reservations:

- (a) the obligations expressed to be assumed by each Obligor in each Finance Document to which it is, or is to be, a party are or, when entered into by it, will be legal, valid, binding and enforceable obligations; and
- (b) (without limiting the generality of paragraph (a) above) each Security Document to which an Obligor is, or will be, a party, creates or will create the Security Interests which that Security Document purports to create and those Security Interests are or will be valid and effective.

### 20.4 Non-conflict

The entry into and performance by each Obligor of, and the transactions contemplated by the Finance Documents and the granting of the Transaction Security do not and will not conflict with:

- (a) any law or regulation applicable to any Obligor;
- (b) the Constitutional Documents of any Obligor or any other Group Member; or
- (c) any material agreement or other material instrument binding upon any Obligor or any other Group Member or its or any other Group Member's assets

or constitute a default or termination event (however described) under any such material agreement or material instrument or result in the creation of any Security Interest (save for a Permitted Maritime Lien or under a Security Document) on any Obligor's or any other Group Member's assets, rights or revenues.

### 20.5 Power and authority

- (a) Each Obligor has the power to enter into, perform and deliver and comply with its obligations under, and has taken all necessary action to authorise its entry into, performance and delivery of, and compliance with, each Finance Document to which it is, or is to be, a party and each of the transactions contemplated by those documents.
- (b) No limitation on any Obligor's powers to borrow, create security or give guarantees will be exceeded as a result of any transaction under, or the entry into of, any Finance Document to which such Obligor is, or is to be, a party.

### 20.6 Validity and admissibility in evidence

- (a) All Authorisations required or desirable:

- (i) to enable each Obligor lawfully to enter into, exercise its rights and comply with its obligations under each Finance Document to which it is a party;
- (ii) to make each Finance Document to which it is a party admissible in evidence in its Relevant Jurisdictions; and
- (iii) to ensure that the Transaction Security has the priority and ranking contemplated by the Security Documents,

have been obtained or effected and are in full force and effect except any Authorisation or filing referred to in clause 20.14 (*No filing or stamp taxes*), which Authorisation or filing will be promptly obtained or effected within any applicable period.

- (b) All Authorisations necessary for the conduct of the business, trade and ordinary activities of each Obligor and each other Group Member have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations is reasonably likely to have a Material Adverse Effect.

#### **20.7 Governing law and enforcement**

- (a) Subject to the Legal Reservations, the choice of governing law of any Finance Document will be recognised and enforced in each Obligor's Relevant Jurisdictions.
- (b) Subject to the Legal Reservations, any judgment obtained in relation to any Finance Document in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in each Obligor's Relevant Jurisdictions.

#### **20.8 No misleading information**

- (a) Any factual information contained in the Information Package is true and accurate in all material respects as at the date of the relevant report or document containing the information or (as the case may be) as at the date the information is expressed to be given.
- (b) Any financial projection or forecast contained in the Information Package and any budget provided pursuant to clause 21.6 (*Budget*) have been prepared on the basis of recent historical information and on the basis of reasonable assumptions and were fair (as at the date of the relevant report or document containing the projection or forecast or of the relevant budget) and arrived at after careful consideration.
- (c) The expressions of opinion or intention provided by or on behalf of an Obligor for the purposes of the Information Package were made after careful consideration and (as at the date of the relevant report or document containing the expression of opinion or intention) were fair and based on reasonable grounds.
- (d) No event or circumstance has occurred or arisen and no information has been omitted from the Information Package and no information has been given or withheld that results in the information, opinions, intentions, forecasts or projections contained in the Information Package being untrue or misleading in any material respect.
- (e) All other written information provided by any Group Member (including its advisers) to a Finance Party was true, complete and accurate in all material respects as at the date it was provided and is not misleading in any material respect.
- (f) For the purposes of this clause 20.8, **Information Package** means any written information (other than Green Loan Information) provided by any Obligor or any other Group Member to any of the Finance Parties in connection with the Transaction Documents or the transactions referred to in them (including any information memorandum).
- (g) All Green Loan Information was true, complete and accurate in all material respects as at the date it was provided and is not misleading in any respect.

## 20.9 Original Financial Statements

- (a) The Original Financial Statements were prepared in accordance with GAAP consistently applied.
- (b) The audited Original Financial Statements give a true and fair view of the financial condition as at the end of the relevant Financial Year and the results of operations of the relevant Obligor (consolidated in the case of the Parent) during the relevant Financial Year.
- (c) The unaudited Original Financial Statements fairly present the financial condition as at the end of the relevant financial half year and the results of operations of the relevant Obligor and the Group (consolidated in the case of the Parent) during the relevant financial half year.
- (d) There has been no material adverse change in the assets, business or financial condition or operations of any Obligor (or the assets, business or operations or consolidated financial condition of the Group, in the case of the Parent) since the date of the Original Financial Statements.

## 20.10 Pari passu ranking

Each Obligor's payment obligations under the Finance Documents to which it is, or is to be, a party rank at least pari passu with all its other present and future unsecured and unsubordinated payment obligations, except for obligations mandatorily preferred by law applying to companies generally.

## 20.11 Ranking and effectiveness of security

Subject to the Legal Reservations and any filing, registration or notice requirements which is referred to in any Legal Opinion:

- (a) the Transaction Security has (or will have when the relevant Security Documents have been executed) the priority which it is expressed to have in the Security Documents;
- (b) the Charged Property is not subject to any Security Interest other than Permitted Security Interests; and
- (c) the Transaction Security will constitute perfected security on the assets described in the Security Documents.

## 20.12 Ownership of Charged Property

Each Obligor is the sole legal and beneficial owner of the Charged Property over which it purports to grant a Security Interest under the Security Documents.

## 20.13 No insolvency

No corporate action, legal proceeding or other procedure or step described in clause 33.9 (*Insolvency proceedings*) or creditors' process described in clause 33.10 (*Creditors' process*) has been taken or, to the knowledge of any Obligor, threatened in relation to a Group Member and none of the circumstances described in clause 33.8 (*Insolvency*) applies to any Group Member.

## 20.14 No filing or stamp taxes

Under the laws of each Obligor's Relevant Jurisdictions it is not necessary that any Finance Document to which it is, or is to be, party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to any such Finance Document or the transactions contemplated by the Finance Documents except for any filing, recording or enrolling or any tax (including stamp duty) or fee payable in relation to any Finance Document which is referred to in any Legal Opinion and which will be made or paid promptly after the date of the relevant Finance Document and prior to

the deadline set out in section 90 of the Cyprus Companies Law, Cap. 113 in the case of the Transaction Security which should be registered at the Cyprus Companies Registry.

#### **20.15 Deduction of Tax**

No Obligor is required to make any Tax Deduction (as defined in clause 14.1 (*Definitions*)) from any payment it may make under any Finance Document to which it is, or is to be, a party and no other party is required to make any such deduction from any payment it may make under any other Finance Document.

#### **20.16 Tax compliance**

- (a) No Obligor or other Group Member is materially overdue in the filing of any Tax returns or overdue in the payment of any amount in respect of Tax.
- (b) No claims or investigations are being, or are reasonably likely to be, made or conducted against any Obligor or other Group Member with respect to Taxes such that a liability of, or claim against, any Obligor or other Group Member is reasonably likely to arise for an amount for which adequate reserves have not been provided in the Original Financial Statements and which is reasonably likely to have a Material Adverse Effect.
- (c) Each Obligor is resident for Tax purposes only in its Original Jurisdiction.

#### **20.17 Other Tax matters**

The execution or delivery or performance by any Party of the Finance Documents will not result in any Finance Party:

- (a) having any liability in respect of Tax in any Flag State;
- (b) having or being deemed to have a place of business in any Flag State or any Relevant Jurisdiction of any Obligor.

#### **20.18 No Default**

- (a) No Default is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Transaction Document.
- (b) No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or any other Group Member or to which any Obligor's (or any other Group Member's) assets are subject which is reasonably likely to have a Material Adverse Effect.

#### **20.19 No proceedings**

- (a) No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which is reasonably likely to have a Material Adverse Effect has or have (to the best of any Obligor's knowledge and belief (having made due and careful enquiry)) been started or threatened against any Obligor or any other Group Member.
- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of any Obligor's knowledge and belief (having made due and careful enquiry)) been made against any Obligor or any other Group Member.

#### **20.20 No breach of laws**

- (a) No Obligor or other Group Member has breached any law or regulation which breach is reasonably likely to have a Material Adverse Effect.
- (b) No labour dispute is current or, to the best of any Obligor's knowledge and belief (having made due and careful enquiry), threatened against any Obligor which is reasonably likely to have a Material Adverse Effect.

#### **20.21 Environmental and social matters**

- (a) The Borrowers and each Obligor have obtained, and, unless otherwise reported in writing to the Agent, performed and observed all Environmental Laws, Social Laws and Environmental Approvals.
- (b) No Environmental Incident, Social Incident, Environmental Claim, Social Claim or IMO Code Claim has occurred which has not been reported in writing to the Agent.
- (c) No Environmental Law applicable to any Ship has been violated.
- (d) No Environmental Law applicable to any Obligor and/or any of its ships (other than the Ships) has been violated in a manner or to an extent which might have a Material Adverse Effect.
- (e) No material Environmental Claim has been made or is threatened or pending against any Ship and there has been no material Environmental Incident which has given rise to such a claim.
- (f) No material Environmental Claim has been made or is threatened or pending against any Obligor or where that claim might have a Material Adverse Effect and there has been no Environmental Incident which has given rise to such a claim.

#### **20.22 Anti-Corruption Laws and Anti-Money Laundering Laws**

- (a) Each Group Member has conducted its businesses in compliance with Anti-Corruption Laws and Anti-Money Laundering Laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.
- (b) Without limiting the generality of paragraph (a) above, no Group Member has engaged in any activity or conduct which violates Anti-Corruption Laws or Anti-Money Laundering Laws.

#### **20.23 Security and Financial Indebtedness**

- (a) No Security Interest exists over all or any of the present or future assets of any Obligor or other Group Member in breach of this Agreement.
- (b) No Obligor or other Group Member has any Financial Indebtedness outstanding in breach of this Agreement.

#### **20.24 Shares**

- (a) The shares of each Owner are fully paid and not subject to any option to purchase or similar rights.
- (b) The Constitutional Documents of each Owner do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Security Documents.
- (c) There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of each Owner (including any option or right of pre-emption or conversion).

#### **20.25 Ownership of Obligors**

Each Obligor (other than the Parent) is a direct or indirect wholly owned Subsidiary of the Parent (with the exception of a Bareboat Charterer under a JV Bareboat Charter which is a direct or indirect Subsidiary of the Parent).

**20.26 No Change of Control**

There has not been a Change of Control.

**20.27 Accounting Reference Date**

The Financial Year-end of each Obligor and other Group Member is the Accounting Reference Date.

**20.28 No adverse consequences**

- (a) It is not necessary under the laws of the Relevant Jurisdictions of any Obligor:
  - (i) in order to enable any Finance Party to enforce its rights under any Finance Document to which it is, or is to be, a party; or
  - (ii) by reason of the execution of any Finance Document or the performance by any Obligor of its obligations under any Finance Document,that any Finance Party should be licensed, qualified or otherwise entitled to carry on business in any of such Relevant Jurisdictions.
- (b) No Finance Party is or will be deemed to be resident, domiciled or carrying on business in any Relevant Jurisdiction of any Obligor by reason only of the execution, performance and/or enforcement of any Finance Document.

**20.29 Copies of documents**

The copies of those Transaction Documents which are not Finance Documents and the Constitutional Documents of the Obligors delivered to the Agent under clause 4 (*Conditions of Utilisation*) will be true, complete and accurate copies of such documents and include all amendments and supplements to them as at the time of such delivery and no other agreements or arrangements exist between any of the parties to those Transaction Documents which would materially affect the transactions or arrangements contemplated by them or modify or release the obligations of any party under them.

**20.30 ECA Policies**

No Obligor has done or omitted to do anything, and to each Obligor's knowledge no event or circumstance has occurred, which has made or could make any ECA Policy void or voidable and no Obligor has received any notification that the liability of an ECA under any ECA Policy has been reduced or avoided.

**20.31 Breach, etc. of any Building Contract or Mission Equipment Contract Document**

No Obligor nor (so far as the Obligors are aware) any other person is in breach of any Building Contract Document or Mission Equipment Contract Document to which it is a party nor has anything occurred which entitles or may entitle any party to rescind or terminate it or decline to perform their obligations under it or which would render it illegal, invalid or unenforceable.

**20.32 No breach of charters**

No Obligor is in breach of any Bareboat Charter to which it is a party nor has anything occurred which entitles or which may entitle any party to rescind or terminate it or decline to perform their obligations under it.

### 20.33 No immunity

No Obligor or any of its assets is immune to any legal action or proceeding.

### 20.34 Sanctions

- (a) No Obligor, no other Group Member nor any of their respective directors, officers or, so far as each Obligor is aware, none of their employees:
  - (i) is a Restricted Party;
  - (ii) is in breach of Sanctions;
  - (iii) owns or controls a Restricted Party;
  - (iv) is currently engaging in any transaction, activity or conduct which is reasonably likely to result in a violation of Sanctions;  
or
  - (v) is, to its knowledge subject to, involved in or has received notice of any complaint, claim, action, suit, proceedings, formal notice, investigation or other action by any regulatory or enforcement authority or any Sanctions Authority.
- (b) Each Obligor has implemented and maintains a Sanctions compliance policy or equivalent which, in accordance with the recommendations of the Sanctions Advisory, is designed to ensure compliance by that Obligor, each Group Member and their respective directors, officers, employees and agents with Sanctions. Each Obligor, each Group Member and their respective directors, officers and, to the knowledge of that Obligor, its employees, are in compliance with Sanctions in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in such Obligor being designated as a Restricted Party. Without limitation on the foregoing, such Sanctions compliance policy shall procure that each Obligor, each Group Member and their respective directors, officers, employees and agents shall, where applicable:
  - (i) conduct their activities in a manner compliant with Sanctions;
  - (ii) have sufficient resources in place to ensure execution of and compliance with their own Sanctions policies by their personnel, including but not limited to direct hires, contractors, and staff;
  - (iii) ensure Subsidiaries and Affiliates comply with the relevant policies, as applicable;
  - (iv) have relevant controls in place to monitor automatic identification system (AIS) transponders;
  - (v) have controls in place to screen and assess onboarding or offloading cargo in areas they determine to present a high risk;
  - (vi) have controls to assess authenticity of bills of lading, as necessary; and
  - (vii) have controls in place consistent with the Sanctions Advisory.

### 20.35 Ship status

Each Ship will on the first day of the relevant Mortgage Period be:

- (a) registered in the name of the relevant Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;
- (b) operationally seaworthy and fit for service in all material respects;



- (c) classed with the relevant Classification as required under this Agreement free of any overdue requirements and recommendations of the relevant Classification Society affecting class; and
- (d) insured in the manner required by the Finance Documents.

#### **20.36 Ship's employment**

Each Ship shall on the first day of the relevant Mortgage Period be free of any charter commitment under a Charter which, if entered into after that date, would require approval under the Finance Documents.

#### **20.37 Address commission**

There are no rebates, commissions or other payments to the Builder or the Contractor or the Obligors in connection with any Building Contract Document or Mission Equipment Contract Document other than those referred to in it.

#### **20.38 Times when representations are made**

- (a) All of the representations and warranties set out in this clause 20 (other than Ship Representations, the representation in paragraph (g) of clause 20.8 (*No misleading information*), and the representations set out in clauses 20.14 (*No filing or stamp taxes*) to 20.17 (*Other Tax matters*) and clause 20.28 (*No adverse consequences*)) are deemed to be made on the dates of:
  - (i) this Agreement;
  - (ii) the Effective Date;
  - (iii) the first Utilisation Request; and
  - (iv) the first Utilisation.
- (b) The Repeating Representations are deemed to be made on the dates of each subsequent Utilisation Request and each subsequent Utilisation Date and the first day of each Interest Period.
- (c) The representation in clause 20.34 (*Sanctions*) is deemed to be made on the date of any subsequent Utilisation Request and any subsequent Utilisation Date.
- (d) All the representations and warranties in this clause 20 except clause 20.8 (*No misleading information*) are deemed to be made by each Additional Guarantor on the day on which it becomes (and on the date it is proposed that it becomes) an Additional Guarantor.
- (e) All of the Ship Representations in relation to a Ship are deemed to be made on the first day of the Mortgage Period for the relevant Ship.
- (f) The representation in paragraph (g) of clause 20.8 (*No misleading information*) is deemed to be made by each Obligor on the date of each Green Loan Compliance Certificate.
- (g) The representations set out in clauses 20.14 (*No filing or stamp taxes*) to 20.17 (*Other Tax matters*) and clause 20.28 (*No adverse consequences*) shall be made on the date of this Agreement, the Effective Date and in accordance with paragraph (d) above.
- (h) Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

## 21 Information undertakings

### 21.1 Undertaking to comply

Each Obligor who is a Party undertakes that this clause 21 will be complied with throughout the Facility Period.

### 21.2 Interpretation

In this clause 21:

**Annual Financial Statements** means each of the audited consolidated financial statements for a Financial Year of the Parent delivered pursuant to paragraph (a) of clause 21.3 (*Financial statements*).

**Semi-Annual Financial Statements** means each of the consolidated financial statements for the first half year of the Financial Year of the Parent delivered pursuant to paragraph (b) of clause 21.3 (*Financial statements*).

### 21.3 Financial statements

- (a) The Obligors shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests) and the Agent shall supply to the Lenders and to the ECA Agent (who will supply to the ECAs) as soon as the same become available, but in any event:
  - (i) within 120 days after the end of each Financial Year, the audited consolidated financial statements of the Parent for that Financial Year; and
  - (ii) within 180 days after the end of each Financial Year, the audited financial statements of each Borrower for that Financial Year.
- (b) The Obligors shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests) and the Agent shall supply to the Lenders and to the ECA Agent (who will supply to the ECAs) as soon as the same become available, but in any event within 90 days after the end of the first half year of each of its Financial Year (namely each six month period ending on 30 June of a Financial Year) the unaudited consolidated financial statements of the Parent for that financial half year.

### 21.4 Provision and contents of Compliance Certificate

- (a) The Obligors shall supply to the Agent and the Agent shall supply to each Lender and the ECAs, a Compliance Certificate, with each set of Annual Financial Statements and Semi-Annual Financial Statements.
- (b) Each Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with clause 22 (*Financial Covenants*).
- (c) Each Compliance Certificate shall be signed by the chief executive officer or chief financial officer of the Parent.

### 21.5 Requirements as to financial statements

- (a) The Borrowers shall procure that each set of financial statements delivered pursuant to clause 21.3 (*Financial statements*) includes a profit and loss account, a balance sheet and a cashflow statement and that, in addition, each set of such annual financial statements shall be audited by the Auditors.
- (b) Each set of financial statements delivered pursuant to clause 21.3 (*Financial statements*) shall:

- (i) be certified by a director of the relevant company as fairly presenting, its financial condition and operations as at the date as at which those financial statements were drawn up and, in the case of the annual financial statements, shall be accompanied by any letter addressed to the management of the relevant company by the Auditors and accompanying those financial statements; and
  - (ii) in the case of audited annual financial statements, not be the subject of any material qualification in the Auditors' opinion.
- (c) The Parent shall procure that each set of financial statements delivered pursuant to clause 21.3 (*Financial statements*) shall be prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements, unless, in relation to any set of financial statements, the Parent notifies the Agent that there has been a change in GAAP or the accounting practices and the Auditors deliver to the Agent:
- (i) a description of any change necessary for those financial statements to reflect the GAAP or accounting practices and reference periods upon which corresponding Original Financial Statements were prepared; and
  - (ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether clause 22 (*Financial covenants*) has been complied with and to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.
- (d) Any reference in this Agreement to any financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

#### **21.6 Budget**

- (a) Subject to paragraph (d) below, the Parent shall supply to the Agent, as soon as the same become available but in any event before the start of each of its Financial Years, an electronic copy of its preliminary annual budget for that Financial Year. Such budget will be for preliminary information purposes only and will not have been reviewed and/or approved by the Parent's board of directors. The Parent shall immediately upon the release of its annual report and final budget for the relevant Financial Year supply the Agent with the final budget as approved by its board of directors.
- (b) Subject to paragraph (d) below, the Parent shall ensure that each preliminary budget for a Financial Year:
- (i) is in a form reasonably acceptable to the Agent and includes:
    - (A) a projected consolidation profit and loss balance sheet and cashflow projections and a cashflow statement for the Group;
    - (B) projected financial covenant calculations; and
    - (C) any other information reasonably requested by any Lender or any ECA;for that Financial Year and itemised for each calendar month of that Financial Year;
  - (ii) is prepared in accordance with GAAP and the accounting practices and financial reference periods applied to financial statements under clause 21.3 (*Financial statements*); and
  - (iii) has been approved by the board of directors of the Parent.

- (c) Subject to paragraph (d) below, if the Parent updates or changes the budget, it shall within not more than 5 days of the update or change being made deliver to the Agent in sufficient copies each of the Lenders, such updated or changed budget together with a written explanation of the main changes in that budget.
- (d) Notwithstanding paragraphs (a) to (c) above, the Parent shall only be obliged to supply the Agent with a preliminary budget where such obligation will not (A) be in breach of (i) applicable market abuse regulations and/or (ii) the Danish Financial Supervisory Authority's or other relevant authority's interpretation of guidance requirements for listed companies and/or (B) require the Parent to make a public disclosure under applicable market abuse regulation and/or the Danish Financial Supervisory Authority's or other relevant authority's interpretation of disclosure on guidance.

#### **21.7 Presentations**

Once in every Financial Year, or more frequently if requested to do so by the Agent if the Agent reasonably suspects a Default is continuing or may have occurred or may occur, the Obligors shall procure that at least two directors of the Parent (one of whom shall be the chief financial officer) give a presentation to the Finance Parties and the ECAs about the on-going business and financial performance of the Group and any other matter which a Finance Party or an ECA may reasonably request.

#### **21.8 Year-end**

The Borrowers shall procure that each Financial Year-end of each Obligor and each Group Member falls on the Accounting Reference Date.

#### **21.9 Information: miscellaneous**

The Borrowers shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests, and the ECAs):

- (a) at the same time as they are dispatched, copies of all documents dispatched by the Parent to its shareholders generally (or any class of them) or dispatched by the Parent or any Obligors to its creditors generally (or any class of them);
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any Group Member, and which, if adversely determined, might reasonably be expected to have a Material Adverse Effect;
- (c) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is made against any Group Member and which is reasonably likely to have a Material Adverse Effect;
- (d) promptly, such information as the Agent or the Security Agent may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents;
- (e) promptly following a request, such further information regarding the financial condition, assets and operations of the Group and/or any Group Member as any Finance Party through the Agent may reasonably request and which can be delivered without breach of any legally binding confidentiality restrictions and/or applicable market abuse regulations on the part of an Obligor;
- (f) promptly, such further information as may be required by any banking supervisory laws and regulations applicable to any Lender and/or as is in line with standard banking practice and which can be delivered without breach of any applicable market abuse regulations and/or, in

the case of copies of a charter commitment or a summary of the terms of a charter commitment, legally binding confidentiality restrictions, on the part of an Obligor; and

- (g) promptly upon becoming aware of the same, and the Borrowers shall procure that each other Obligor and each Group Member shall supply to the Agent (promptly upon becoming aware of the same), details of any claim, action, suit, proceedings or investigation against it in respect of Sanctions.

#### **21.10 Notification of Default**

- (a) Each Obligor shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon any Obligor becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).
- (b) Promptly upon a request by the Agent, the Borrowers shall supply to the Agent a certificate signed by two of its directors or senior officers of the Parent on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

#### **21.11 Sufficient copies**

The Borrowers, if so requested by the Agent, shall deliver sufficient copies of each document to be supplied under the Finance Documents to the Agent to distribute to each of the Lenders and the Hedging Providers.

#### **21.12 Direct electronic delivery by the Borrowers**

The Borrowers may satisfy their obligation under this Agreement to deliver any information in relation to a Lender or to an ECA by delivering that information directly to that Lender or that ECA, as the case may be, in accordance with clause 47.5 (*Electronic communication*) to the extent that Lender and the Agent agree to this method of delivery.

#### **21.13 "Know your customer" checks**

- (a) If:
  - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
  - (ii) any change in the status of an Obligor (or of a Holding Company of an Obligor) or the composition of the shareholders of an Obligor (or of a Holding Company of an Obligor) after the date of this Agreement;
  - (iii) any internal policy of a Finance Party; or
  - (iv) a proposed assignment by a Lender or a Hedging Provider of any of its rights under this Agreement or any Hedging Contract to a party that is not already a Lender or a Hedging Provider prior to such assignment,

obliges the Agent, the Security Agent, or the relevant Hedging Provider or any Lender (or, in the case of paragraph (iv) above, any prospective new Lender or the Security Agent) or any ECA to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it (or, where such information is not sufficiently up-to-date for the purpose of compliance with any banking supervisory laws applicable to any Lender and/or standard banking practices), each Obligor shall promptly upon the request of the Agent, the Security Agent, any Lender or any Hedging Provider or any ECA, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender, the Security Agent or any Hedging Provider) or any Lender, the Security Agent or any Hedging Provider (for itself or, in the case of the event described in paragraph (iv)

above, on behalf of any prospective new Lender or Hedging Provider) or any ECA in order for the Agent, the Security Agent, such Lender or any Hedging Provider or any ECA or, in the case of the event described in paragraph (iv) above, any prospective new Lender or Hedging Provider to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) Each Finance Party shall, promptly upon the request of the Agent, the Security Agent, any Lender or any ECA, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent, the Security Agent, any Lender or any ECA (for itself) in order for it to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.
- (c) If the accession of such Additional Guarantor obliges the Agent, any Lender or any Hedging Provider or any ECA to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Parent shall promptly upon the request of the Agent, any Lender or any Hedging Provider or any ECA supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective new Lender) or any Hedging Provider or any ECA in order for the Agent, such Lender or Hedging Provider or any ECA or any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the accession of such Subsidiary to this Agreement as an Additional Guarantor.

#### **21.14 ECA notification and information**

The Borrowers (or the Parent on their behalf) shall promptly:

- (a) notify the Agent (and the Agent shall notify the ECA Agent and each Lender) forthwith via email thereafter confirmed by letter of the occurrence of any political or commercial risk covered by any ECA Policy; and
- (b) provide the Agent (and the Agent shall provide the ECA Agent and each Lender) with copies of all financial or other information required by the Agent to satisfy any request for information by an ECA pursuant to any ECA Policy.

#### **21.15 Building Contract and Mission Equipment Contract Documents**

The Borrowers shall promptly provide to the Agent such information that the Agent may reasonably request in relation to the Building Contract Documents, the Mission Equipment Contract Documents, the progress and status of construction of the Ships or the installation of the Mission Equipment thereunder and any related costs.

#### **21.16 Green Loan Compliance Certificate and Green Loan Report**

- (a) The Borrowers shall supply to the Agent in sufficient copies for all the Lenders, as soon as the same becomes available but, subject to paragraph (b) below, in any event within 120 days after the end of their financial year, a Green Loan Compliance Certificate for that financial year (namely, other than a Pre-Utilisation Green Loan Compliance Certificate).
- (b) The first Green Loan Compliance Certificate in respect of a financial year (namely, other than a Pre-Utilisation Green Loan Compliance Certificate) shall be delivered to the Agent in respect of the financial year ending no less than 8 Months after the first Ship has come into operation.
- (c) Each Green Loan Compliance Certificate in respect of a financial year (namely, other than a Pre-Utilisation Green Loan Compliance Certificate) shall:

- (i) set out (in reasonable detail):
    - (A) the Borrowers' compliance with the Green Asset Criteria for the relevant financial year (including relevant computations); and
    - (B) any Green Loan Margin Adjustment to be applied in accordance with clause 10.2 (*Green Loan Margin Adjustment*);
  - (ii) attach a correct and complete copy of the annual non-financial disclosure report prepared by the Parent and, in respect of the financial year ending 31 December 2026 and each subsequent financial year, reviewed and verified by the External Reviewer setting out the Borrowers' green loan-related information for the relevant financial year in sufficient detail for the Lenders to assess whether the Green Asset Criteria have been complied with by the Borrowers during that financial year (a **Green Loan Report**);
  - (iii) ensure that each Green Loan Report includes the following items, based on and subject to availability of any relevant data (and if such relevant data is not available, based on expected impact): installed capacity in MW or annual renewable generation (MWh) and, if feasible, CO2 emissions saved; number of installed wind turbines; fuel consumption and/or CO2 emissions; and other relevant emissions such as Sox and Nox, PM; and
  - (iv) confirm that the Green Loan Report relating to the relevant financial year and attached to the Green Loan Compliance Certificate is a correct and complete copy of the original and has not been amended or superseded as at the date of the Green Loan Compliance Certificate.
- (d) Each Pre-Utilisation Green Loan Compliance Certificate shall comply with paragraph (c) above except that references to historical data or prior periods shall be deemed to be data in respect of, or references to, the 12 month period ending on the date of submission of the Pre-Utilisation Green Loan Compliance Certificate.
  - (e) Each Green Loan Compliance Certificate shall be signed by two directors of each Borrower.
  - (f) Each Obligor shall supply to the Agent a copy of any amendments to or updated versions of the Green Finance Second Party Opinion immediately upon receipt from the External Reviewer.

#### **21.17 Green Loan Compliance Certificate Inaccuracy**

- (a) Each Borrower (or the Parent on its behalf) shall notify the Agent upon becoming aware of any inaccuracy in a Green Loan Compliance Certificate (a **Green Loan Compliance Certificate Inaccuracy**). Such notice shall be provided together with:
  - (i) a description (in reasonable detail) of the relevant Green Loan Compliance Certificate Inaccuracy; and
  - (ii) a revised Green Loan Compliance Certificate which complies with the requirements of paragraphs (c) or (as applicable) (d) of clause 21.16 (*Green Loan Compliance Certificate and Green Loan Report*) and which corrects the relevant Green Loan Compliance Certificate Inaccuracy.
- (b) Notwithstanding any other provision of this clause 21.17, a Green Loan Compliance Certificate Inaccuracy shall not constitute a Default or an Event of Default.

#### **21.18 Green Loan Information**

- (a) The Borrowers shall supply to the Agent within a reasonable time any additional information which any Lender (through the Agent) or any ECA (through the ECA Agent) may reasonably request in order to:
  - (i) determine and confirm if the Green Asset Criteria have been complied with by the Borrowers; or
  - (ii) otherwise determine a Group Member's compliance with its obligations under any Green Loan Provision.
- (b) Each Borrower shall notify the Agent within a reasonable time:
  - (i) of becoming aware that an External Reviewer has threatened to terminate its appointment, or that an External Reviewer's appointment has been terminated; and
  - (ii) of the appointment of any successor External Reviewer.
- (c) The Parties acknowledge and agree that the Agent, the Lenders, the Green Loan Advisor and the ECAs may rely, without independent verification, upon the accuracy, adequacy and completeness of the Green Loan Information, and that neither the Agent, the Lenders, the Green Loan Advisor nor any ECA:
  - (i) assumes any responsibility or has any liability for the Green Loan Information; or
  - (ii) has an obligation to conduct any appraisal of any Green Loan Information.

#### **21.19 Exposure reporting**

Within 10 Business Days after each Financial Year-end and half-year end of the Borrowers, the Obligors shall supply to the Agent a report setting out (in reasonable detail) the aggregate of:

- (a) the Loans;
- (b) the Hedging Exposure of all the Hedging Providers; and
- (c) the Ancillary Outstandings,

in each case, as at the date of such report.

#### **21.20 Greenhouse gas emissions**

- (a) The Borrowers shall, within 120 days after the end of each Financial Year, supply to the Agent (which shall then supply to each Lender) all relevant data in respect of scope 1, scope 2 and scope 3 greenhouse gas emissions (CO<sub>2</sub>e) for the Parent in respect of that Financial Year, measured in accordance with the principles of the GHG Protocol.
- (b) The information provided under this clause 21.20 shall be deemed to be Confidential Information but the Borrowers acknowledge and agree that, in accordance with the GHG Protocol, such information may form part of the information published by any Finance Party or ECA regarding their portfolio climate alignment.

### **22 Financial covenants**

#### **22.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 22 will be complied with throughout the Facility Period.



## 22.2 Financial definitions

In this clause 22:

**Cash and Cash Equivalents** means at any relevant time:

- (a) cash in hand or on deposit with any bank;
- (b) Cash Equivalent Investments;
- (c) any undrawn and available amounts under any committed revolving and overdraft credit facilities; and
- (d) any other instrument, security or investment approved by the Majority Lenders,

which is free from any Security Interest (with the exception of any Account Security relating to an Earnings Account unless an Event of Default is continuing) and/or restrictions and to which any Group Member is beneficially entitled at that time and which are readily available to Group Members and capable of being applied against Financial Indebtedness, as demonstrated by the then most recent Financial Statements.

**Cash Equivalent Investments** means at any time:

- (a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;
- (b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;
- (c) commercial paper not convertible or exchangeable to any other security:
  - (i) for which a recognised trading market exists;
  - (ii) issued by an issuer incorporated in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State;
  - (iii) which matures within one year after the relevant date of calculation; and
  - (iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and noncredit enhanced debt obligations, an equivalent rating;
- (d) any investment in money market funds which:
  - (i) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited; and
  - (ii) invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above, to the extent that investment can be turned into cash on not more than 30 days' notice; or
- (e) any stocks payable in a freely convertible and transferable currency and which are listed on a stock exchange acceptable to the Majority Lenders.

**EBITDA** means, at any time and in respect of any Measurement Period, the consolidated profit on ordinary activities of the Group before taxation for the twelve month period ending at the end of such Measurement Period, but:

- (a) adjusted to exclude interest receivable and interest payable and other similar income or costs to the extent not already excluded;
- (b) adjusted to exclude any gain or loss realised on the disposal of fixed assets (whether tangible or intangible);
- (c) after adding back depreciation and amortisation charged which relates to such period;
- (d) adjusted to exclude any exceptional, one-off, non-recurring or extraordinary items; and
- (e) after deducting any profit arising out of the release of any provisions against a liability or charge and adding back any provision relating to long term assets or contracts,

as shown in the then most recent Financial Statements relevant to the twelve month period ending at the end of such Measurement Period.

**Equity Ratio** means, at any relevant time and in relation to a Measurement Period, the ratio of (a) the Shareholders' Equity to (b) Total Assets.

**Financial Statements** means any of the Annual Financial Statements and/or the Semi-Annual Financial Statements referred to and defined as such in clause 21 (*Information undertakings*).

**Gross Interest Bearing Debt** means, at any relevant time, the interest bearing debt of the Group calculated on a consolidated basis as set out in the then most recent Financial Statements.

**Measurement Period** means each Financial Year of the Parent and the first half year of each Financial Year of the Parent for which Financial Statements are to be delivered to the Agent under clause 21.3 (*Financial statements*).

**Net Interest Bearing Debt** means, at any relevant time and in respect of a Measurement Period, the Gross Interest Bearing Debt minus Cash and Cash Equivalents, each as set out in the then most recent Financial Statements relevant to such Measurement Period.

**Shareholders' Equity** means, at any time and in relation to a Measurement Period, the "total shareholders' equity" for the Group shown (on the basis of book values) in the then most recent Financial Statements relevant to such Measurement Period.

**Total Assets** means, at any time and in relation to any Measurement Period, the aggregate of "total assets" of the Group as shown (on the basis of book values) in the then most recent Financial Statements relevant to such Measurement Period.

**Working Capital** means, at any time, the current assets less the current liabilities of the Group, each as shown in, and calculated in accordance with, the then most recent Financial Statements, but, adjusted by:

- (a) not including in "current assets" any "restricted cash" and including in "current assets" any undrawn and available amount of any committed loan or credit facility; and
- (b) not including in "current liabilities" (i) advance payments received under charter commitments which are classified as "current liabilities" under GAAP; (ii) "restricted cash" related to derivatives exposure already adjusted for under "current assets" or (iii) any "Current portion of long-term interest bearing debt" liabilities,

each as shown in the then most recent Financial Statements relevant to such Measurement Period.

### 22.3 Financial condition

The Parent shall ensure that throughout the Facility Period:

- (a) **Equity Ratio:** at all times during and in respect of each Measurement Period, the Equity Ratio shall be higher than 0.35:1.0;
- (b) **Liquidity:** the Group (on a consolidated basis) maintains at all times Cash and Cash Equivalents which are at all times not less than:
  - (i) if at any relevant time the ratio of (1) the total forward-looking anticipated cash revenues of the Group from all legally binding and committed contracts for all the Fleet Vessels for a Measurement Period excluding all options and conditional or contingent payments (other than being conditional on performance of the relevant Obligor's or Group Member's obligations under such charter commitments) and adjusted on a full cash basis by excluding any part of the revenue already paid (as the same is calculated by the Parent to the satisfaction of the Agent) to (2) Net Interest Bearing Debt for the same Measurement Period is equal to or higher than 50%, the higher of €35,000,000 and 5% of the Gross Interest Bearing Debt; and
  - (ii) at all other times, the higher of €50,000,000 and 7.5% of the Gross Interest Bearing Debt; and
- (c) **Working Capital:** at all times during and in respect of each Measurement Period, the Working Capital shall be higher than zero (0).

### 22.4 Financial testing

The financial covenants set out in clause 22.3 (*Financial condition*) shall be calculated in accordance with GAAP and tested by reference to each of the consolidated financial statements of the Parent delivered pursuant to clause 21.3 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to clause 21.4 (*Provision and contents of Compliance Certificate*).

## 23 General undertakings

### 23.1 Undertaking to comply

Each Obligor who is a Party undertakes that this clause 23 will be complied with by and in respect of each Obligor and each other Group Member throughout the Facility Period.

### 23.2 Use of proceeds

The proceeds of each Utilisation shall be used exclusively for the purposes specified in clause 3 (*Purpose*) and, if requested by the Agent, the Borrowers shall promptly provide to the Agent any supporting evidence requested to verify that the proceeds are being used for the financing of Green Assets.

### 23.3 Authorisations

Each Obligor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Agent of,

any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

- (i) enable it to perform its obligations under the Transaction Documents;

- (ii) ensure the legality, validity, enforceability or admissibility in evidence of any Transaction Document; and
- (iii) carry on its business where failure to do so has, or is reasonably likely to have, a Material Adverse Effect.

#### **23.4 Compliance with laws**

Each Obligor shall (and shall ensure that each other Group Member will), comply in all respects with all laws and regulations (including Environmental Laws) to which it may be subject where failure to comply is reasonably likely to have a Material Adverse Effect.

#### **23.5 Anti-Corruption Laws and Anti-Money Laundering Laws**

- (a) No Obligor shall (and shall ensure that no other Group Member will) directly or indirectly:
  - (i) use the proceeds of the Facility for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions; or
  - (ii) engage in any activity or conduct which violates Anti-Corruption Laws or Anti-Money Laundering Laws.
- (b) Each Obligor shall (and shall ensure that each other Group Member will):
  - (i) conduct its businesses in compliance with Anti-Corruption Laws and Anti-Money Laundering Laws; and
  - (ii) maintain policies and procedures designed to promote and achieve compliance with such laws.

#### **23.6 Tax compliance**

- (a) Each Obligor shall (and shall ensure that each other Group Member will) pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:
  - (i) such payment is being contested in good faith;
  - (ii) adequate reserves are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Agent under clause 21.3 (*Financial statements*); and
  - (iii) such payment can be lawfully withheld.
- (b) Except as approved by the Majority Lenders, each Obligor shall maintain its residence for Tax purposes in the jurisdiction in which it is incorporated and ensure that it is not resident for Tax purposes in any other jurisdiction.

#### **23.7 Change of business**

Except as approved by all the Lenders and the ECAs (each such approval not to be unreasonably withheld or delayed), no substantial change will be made to the general nature of the business of the Parent, the Obligors or the Group taken as a whole from that carried on at the date of this Agreement.

#### **23.8 Listing**

The common shares of the Parent shall remain listed on the Oslo Stock Exchange and the New York Stock Exchange or such other stock exchange acceptable to the Majority Lenders and the ECAs.

### 23.9 Merger

- (a) Subject to paragraph (b) below and except as approved by all the Lenders and the ECAs, no Obligor shall (and the Obligors shall ensure that no other Group Member will) enter into any amalgamation, demerger, merger, consolidation, redomiciliation, legal migration or corporate reconstruction (other than the solvent liquidation of any Group Member which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other Group Members).
- (b) In the case of the Parent only, the Parent may enter into an amalgamation, demerger, merger, consolidation, redomiciliation, legal migration or corporate reconstruction if:
  - (i) it is to be the surviving entity of such action;
  - (ii) such action does not and would not be reasonably likely to cause a Material Adverse Effect;
  - (iii) satisfactory “know your customers” checks by the Lenders and the ECAs have been completed; and
  - (iv) no Default exists at the time of such action or would result from the same.

### 23.10 Further assurance

- (a) Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent or the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
  - (i) to perfect the Security Interests created or intended to be created by that Obligor under, or evidenced by, the Security Documents (which may include the execution of a mortgage, charge, assignment or other security over all or any of the assets which are, or are intended to be, the subject of the Security Documents) or to protect or ensure the priority of such Security Interests or for the exercise of any rights, powers and remedies of the Security Agent and/or any other Finance Parties provided by or pursuant to the Finance Documents or by law;
  - (ii) to confer on the Security Agent and/or any other Finance Parties Security Interests over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to the Security Documents;
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Documents; and/or
  - (iv) to facilitate the accession by a New Lender to any Security Document following an assignment in accordance with clause 35.1 (*Assignments by the Lenders*).
- (b) Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest (or the priority of any Security Interest) conferred or intended to be conferred on the Security Agent and/or any other Finance Parties by or pursuant to the Finance Documents.

### 23.11 Negative pledge in respect of Charged Property

Except as approved by the Lenders and the ECAs and for Permitted Security Interests, no Obligor will grant or allow to exist any Security Interest over any Charged Property.

### 23.12 Environmental and social matters

- (a) The Borrowers shall inform the Agent in writing promptly, and in any event no later than three (3) Business Days from the date of the Borrowers' discovery thereof, of any of the following events:
  - (i) an Environmental Incident;
  - (ii) a Social Incident;
  - (iii) a Environmental Claim;
  - (iv) a Social Claim; and/or
  - (v) a IMO Code Claim.
- (b) The Borrowers shall, if requested by the Agent (on behalf any of the Lenders or ECAs), address any Environmental Incident, Environmental Claim, Social Incident, Social Claim or IMO Code Claim through a Corrective Action Plan developed by the Borrowers within sixty (60) days after such incident or claim occurred or such other date mutually agreed between the parties. The Corrective Action Plan shall be in form and substance satisfactory to the Agent (on behalf of the relevant Lender or ECA) and the Borrowers shall ensure that the Corrective Action Plan is diligently pursued. Any breach of any obligations under this clause may cause a request for mandatory prepayment in accordance with clause 8.13 (*Mandatory prepayment – Environmental and Social Incidents and Claim*) but will not be an Event of Default under clause 33.5 (*Other obligations*).
- (c) The Borrowers shall (and shall procure that each Manager and Bareboat Charterer shall) (i) comply in all respects with all Environmental Laws and Social Laws applicable to any of them or the Ships, including without limitation, requirements relating to manning and (ii) obtain, maintain and ensure compliance with all requisite Environmental Approvals applicable to any of them and/or the Ships and (iii) maintain or implement procedures to monitor compliance with and to prevent liability under any Environmental Laws, Social Laws and the EU Ship Recycling Regulation or the Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships 2009.

### 23.13 Sanctions

- (a) No Obligor shall, and each Obligor shall ensure that no other Group Member nor any of their respective directors or officers shall, and the Obligors shall use reasonable endeavours to procure that none of their respective employees shall, take any action, make any omission or use (directly or indirectly) any proceeds of the Loans (or lend, contribute or otherwise make available all or any part of such proceeds to any person) in a manner that:
  - (i) is a breach of Sanctions; and/or
  - (ii) causes (or will cause or would reasonably be expected to cause) a breach of Sanctions by any Finance Party.
- (b) No Obligor shall (and each Obligor shall ensure that no other Group Member nor any of their respective directors and officers shall) take any action or make any omission that results, or is reasonably likely to result, in it or any Finance Party becoming a Restricted Party.
- (c) Each Obligor shall ensure that it shall not use any revenue or benefit derived from any activity or dealing with a Restricted Party for the purpose of discharging amounts owing to any Finance Party in respect of the Facility.

- (d) Each Obligor shall, and shall procure that each other Group Member will, promptly upon becoming aware of the same, supply to the Agent details of any claim, action, suit, proceedings or investigation against it with respect to Sanctions.
- (e) Each Obligor shall implement and maintain appropriate safeguards designed to prevent any action that would be contrary to paragraphs (a) to (d) above.

#### **23.14 ECA requirements**

- (a) No Obligor shall act (or omit to act) in a manner that is inconsistent with any requirement of any ECA under or in connection with an ECA Policy and, in particular:
  - (i) each Obligor shall do all that is necessary to ensure that all requirements of each ECA under or in connection with each ECA Policy are complied with;
  - (ii) each Obligor will refrain from acting in any manner which could result in a breach of any requirements of any ECA under or in connection with any ECA Policy or affect the validity of them;
  - (iii) no Obligor shall take any action or omit to take any action which would directly or indirectly:
    - (A) permit the restriction, revocation, annulment or termination of any ECA Policy; or
    - (B) give rise to an exclusion or defence to payment applicable to an insured loss under any ECA Policy; or
    - (C) otherwise adversely affect the interests and rights of the Lenders under any ECA Policy.
- (b) Each Obligor shall take all measures (including, but not limited to, administrative, judicial and arbitral measures) to avert any risk covered by each ECA Policy.
- (c) Each Obligor agrees that, in the event that the ECA Agent or the Agent notifies it that the ECA Agent has filed or intends to file a claim for payment under any ECA Policy, the Borrowers shall:
  - (i) use their best efforts to assist in filing a claim for compensation, indemnity or reimbursement in respect of any loss;
  - (ii) use their best efforts to co-operate in good faith with the ECA Agent and the relevant ECA with respect to any verification of claim, eligibility or amount by any such person (including but not limited to providing evidence, documentation, information, certificates and other forms of proof reasonably requested in connection therewith);
  - (iii) when required by the Agent, the ECA Agent or the relevant ECA and in consultation with the relevant ECA, take all commercially reasonable measures to:
    - (A) pursue available administrative and judicial remedies arising from the loss, in cooperation with or on behalf of the relevant ECA, against the relevant governmental agency;
    - (B) negotiate in good faith with the relevant governmental agency, in cooperation with or on behalf of the relevant ECA; and
    - (C) pursue any other potential sources of recovery for the loss.
- (d) Each Obligor shall promptly provide such information or documents or take or refrain from taking such action as requested by the ECA Agent in accordance with any ECA Policy.

- (e) Each Obligor shall notify the Agent and the ECA Agent of the occurrence of any event that is likely to result in a claim under any ECA Policy, within five Business Days of its becoming aware of the occurrence of any such event.

### **23.15 ECA Policy protection**

If at any time in the opinion of the ECA Agent, any provision of a Finance Document contradicts or conflicts with any provision of any ECA Policy, the Borrowers will:

- (a) take all steps as the Agent, the ECA Agent and/or the relevant ECA shall require to remove such contradiction or conflict; and
- (b) take all steps as the Agent, the ECA Agent and/or the relevant ECA shall require to ensure that such ECA Policy remains in full force and effect.

### **23.16 Declassification Event**

- (a) On and at any time after the occurrence of a Declassification Event the Agent may, and shall if so directed by the Majority Lenders and the ECAs, by notice to the Borrowers declassify the Loans as a "green loan".
- (b) With effect on and from the Declassification Date:
  - (i) clause 10.2 (*Green Loan Margin Adjustment*) and each Green Loan Provision shall cease to apply; and
  - (ii) a Green Loan Margin Adjustment (increasing the applicable Margin pursuant to clause 10.2(a)(ii)(Green Loan Margin Adjustment)) will apply to the Loans.
- (c) If a Voluntary Declassification Event occurs, the Loans may not be re-classified as "green loans" on or after the applicable Declassification Date except with the prior written approval of all the Lenders.
- (d) If a Mandatory Declassification Event occurs:
  - (i) clause 10.2 (*Green Loan Margin Adjustment*) and each Green Loan Provision shall cease to apply; and
  - (ii) a Green Loan Margin Adjustment (increasing the applicable Margin pursuant to clause 10.2(a)(ii)(Green Loan Margin Adjustment)) will apply to the Loans.

provided that the Green Loan Provisions shall be reinstated within 10 Business Days (and the Green Loan Margin Adjustment shall cease to apply in accordance with clause 10.2 (*Green Loan Margin Adjustment*)) following the Borrowers' delivery of a Green Loan Compliance Certificate evidencing compliance with the Green Asset Criteria.

- (e) For the avoidance of doubt, paragraphs (b) and (d) above shall not prevent the application of clause 10.2 (*Green Loan Margin Adjustment*) for the purposes of the adjustment of the applicable Margin or any commitment fee as a result of a Declassification Event.

### **23.17 Green Loan publicity**

The Borrowers shall not (and shall ensure that no other Group Member will) make any disclosure that references any Facility or Loan as a "green loan" at any time on or after a Declassification Event that has occurred and is continuing.



## **24 Construction period**

### **24.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 24 will be complied with in relation to each Ship, its Building Contract, its Mission Equipment Contract and, in the case of Ship B, each Refund Guarantee, throughout the period from the date of this Agreement until the earlier of:

- (a) the Delivery Date of that Ship or, in the case of its Mission Equipment Contract, the Redelivery Date of that Ship;
- (b) in respect of clause 24.4(a) (*Changes*) and 24.9 (*Conveyance on default*), the cancellation of the Pre-Delivery Commitment and payment of all amounts required by this Agreement to be paid to the Finance Parties upon such cancellation;
- (c) the cancellation of the Ship Commitment for that Ship (and, in the case of Ship B, the Pre-Delivery Commitment) and payment of all amounts required by this Agreement to be paid to the Finance Parties upon such cancellation; and
- (d) the end of the Facility Period.

### **24.2 Progress and information**

Upon the Agent's or the Security Agent's request, the relevant Owner shall advise the Agent or (as the case may be) the Security Agent of the progress of construction of the Ship or of the Installation relating to the Ship, and supply the Agent or (as the case may be) the Security Agent with such other information as the Agent or (as the case may be) the Security Agent may require about the construction of the Ship or the Installation relating to the Ship or any of the Building Contract Documents or Mission Equipment Contract Documents.

### **24.3 Arbitration under Building Contract or Mission Equipment Contract**

The relevant Owner shall promptly notify the Agent:

- (a) if either party begins an arbitration under the Building Contract or Mission Equipment Contract;
- (b) of the identity of the arbitrators; and
- (c) of the conclusion of the arbitration and the terms of any arbitration award.

### **24.4 Changes**

The relevant Owner shall ensure that:

- (a) no changes are made to any Refund Guarantee prior to Delivery of Ship B; and
- (b) no material changes are made to the Building Contract or the Mission Equipment Contract prior to Delivery or, as applicable, Redelivery of the relevant Ship,

without the prior written consent of the Majority Lenders and the ECAs.

### **24.5 Releases and waivers**

Except with approval or in connection with the replacement of any Refund Guarantee in accordance with clause 8.9(a) (*Mandatory Pre-Delivery cancellation*), there shall be no:

- (a) release of:

- (i) the Builder from any of its material obligations under any of the Building Contract Documents;
  - (ii) the Contractor or any other party to any of the Mission Equipment Contract Documents (other than a Group Member) from any of its material obligations under any of the Mission Equipment Contract Documents; or
  - (iii) any Refund Guarantor from any of its obligations under any of the Building Contract Documents; or
- (b) waiver of any breach of such obligations or consent to anything which would otherwise be such a breach.

#### **24.6 Notification of certain events**

The relevant Owner shall notify the Agent immediately if either party cancels, rescinds, repudiates or otherwise terminates the Building Contract or the Mission Equipment Contract (or purports to do so) or rejects the Ship (or purports to do so) or if the Ship becomes a Total Loss or partial loss or is materially damaged or if a dispute arises under the Building Contract or the Mission Equipment Contract.

#### **24.7 Enforcement of rights**

Subject to the provisions of clause 24.5 (*Releases and waivers*):

- (a) Except where:
- (i) no Event of Default is continuing; and
  - (ii) neither the Builder nor any Refund Guarantor in respect of Ship B is in breach of any of the Building Contract Documents in respect of Ship B,

the relevant Owner shall do everything which the Agent requires for the purpose of enforcing the rights of the Owner under any of the Building Contract Documents in respect of Ship B.

- (b) Except where:
- (i) no Event of Default is continuing; and
  - (ii) neither the Contractor nor any other party to any of the Mission Equipment Contract Documents (other than a Group Member) is in breach of any of the Mission Equipment Contract Documents,

the relevant Owner shall do everything which the Agent requires for the purpose of enforcing the rights of the Owner under any of the Mission Equipment Contract Documents.

#### **24.8 Sale or other disposal during construction or installation of the Mission Equipment**

Except:

- (a) with approval of all the Lenders and the ECAs;
- (b) in connection with a sale of Ship B prior to its Delivery where Ship A is then a Mortgaged Ship, for a cash price payable on completion of the sale which is no less than the amount by which the Loans and other amounts under the Hedging Contracts and the Ancillary Facilities must be prepaid or otherwise paid under clause 8.8 (*Sale or Total Loss*) and provided no Event of Default is continuing;
- (c) in connection with a sale of Ship B prior to its Delivery where Ship A is not then a Mortgaged Ship, for a cash price payable on completion of the sale which is no less than the amount

required to discharge all outstanding obligations of the Obligors under the Finance Documents or where all Finance Parties are satisfied (in their sole discretion) that all outstanding obligations of the Obligors under the Finance Documents shall be so discharged on completion of the sale and in each case provided no Event of Default is continuing;

- (d) for a sale of Ship A prior to its Delivery; or
- (e) for the sale of its rights under any of the Mission Equipment Contract Documents in connection with a sale of the Ship permitted pursuant to clause 25.3 (*Sale or other disposal of Ship*),

the relevant Owner will not dispose of the Ship or any share or interest in it or its rights under any of the Building Contract Documents or Mission Equipment Contract Documents or agree to do so, but the Owner may enter into an agreement for the sale of the Ship or such rights if the Borrowers are otherwise in compliance with this clause 24.8.

#### **24.9 Conveyance on default**

Where Ship B is (or is to be) sold in exercise of any power contained in the Pre-Delivery Security Assignment or otherwise conferred on the Security Agent, the Borrowers shall execute, as soon as reasonably practicable upon the Agent's request, such form of conveyance of that Ship as the Agent may require.

#### **24.10 Rejection and cancellation**

- (a) Subject to paragraphs (b) and (c) below, the relevant Owner shall not exercise any right which they may have to reject Ship B under the Building Contract or cancel or rescind or otherwise terminate the Building Contract for Ship B without the approval of all the Lenders and the ECAs.
- (b) No Lender or ECA may withhold their approval to any rejection, cancellation, rescission or other termination by the Owner pursuant to paragraph (a) above unless:
  - (i) they consider, acting reasonably, that:
    - (A) the Owner does not have a valid right to reject Ship B under the Building Contract or cancel or rescind or otherwise terminate the Building Contract for Ship B;
    - (B) events, facts, conditions or circumstances exist or have arisen or occurred which have had or could reasonably be expected to have a material adverse effect on the ability of any Refund Guarantor to perform its obligations under any Refund Guarantee; or
    - (C) such rejection, cancellation, rescission or other termination could be prejudicial to the best interests of the Finance Parties;
  - (ii) any of the events or circumstances in clause 8.9(a)(v) (*Mandatory Pre-Delivery Cancellation*) have occurred, unless the Borrowers have replaced the relevant Refund Guarantee in accordance with the terms of that clause; or
  - (iii) an Event of Default has occurred and is continuing.
- (c) For the avoidance of doubt, this clause 24.10 will cease to apply immediately following a prepayment by the Borrowers of the Pre-Delivery Facility in full pursuant to and in accordance with the provisions of clause 8 (*Illegality, prepayment and cancellation*) of this Agreement.

#### **24.11 Releases and waivers**

On or before Delivery of Ship B, the Borrowers shall deliver or procure the delivery to the Agent all of the documents and evidence referred to in Part 3 of Schedule 3 (*Conditions Precedent*) in form and substance satisfactory to the Agent.

#### **25 Dealings with Ship**

##### **25.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 25 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period. Where a Mortgaged Ship is subject to a Bareboat Charter, all undertakings in this clause 25 given by the relevant Owner will be deemed to also be given by the relevant Bareboat Charterer under such Bareboat Charter.

##### **25.2 Ship's name and registration**

- (a) The Ship's name shall only be changed after prior notice to the Agent and, the relevant Owner shall promptly take all necessary steps to update all applicable insurance, class and registration documents with such change of name.
- (b) The Ship shall be permanently registered in the name of the relevant Owner with the relevant Registry under the laws of its Flag State. Except with approval of all the Lenders and the ECAs, the Ship shall not be registered under any other flag or at any other port or fly any other flag (other than that of its Flag State as at the date of this Agreement) provided that no such approval shall be required for the registration of the Ship under the flag of another Approved Flag State as long as replacement Security Interests are granted in respect of that Ship (which are, in the opinion of the Lenders, equivalent to those in place prior to such registration) in favour of the Finance Parties immediately following the registration of such Ship under the flag of that Approved Flag State and at the cost and expense of the Borrowers. If that registration is for a limited period, it shall be renewed at least 45 days before the date it is due to expire and the Agent shall be notified of that renewal at least 30 days before that date.
- (c) Nothing will be done and no action will be omitted if that might result in such registration being forfeited or imperilled or the Ship being required to be registered under the laws of another state of registry.
- (d) The Ship, if subject to a Bareboat Charter, may be registered under a parallel registration regime following approval of such parallel registration regime and relevant applicable jurisdictions by the Majority Lenders provided that the Majority Lenders (acting reasonably) are satisfied that prior to such registration:
  - (i) the Finance Parties' interests under the Finance Documents (including the relevant Mortgages and other Transaction Security) are not adversely affected by such parallel registration;
  - (ii) any amendments to the Finance Documents have been entered into by the Obligors and such documents of the type referred to in Schedule 3 (*Conditions precedent*) in respect of such amendments have been delivered by the Borrowers to the Agent, as may be required by the Majority Lenders in their reasonable discretion; and
  - (iii) the Lenders have received satisfactory legal opinions from all relevant jurisdictions in respect of such parallel flagging and the impact it may have on the Security Documents and the Finance Parties' interests under the Finance Documents.

##### **25.3 Sale or other disposal of Ship**

Except:

- (a) with approval of all the Lenders and the ECAs;
- (b) for a sale of a Mortgaged Ship which is not the last remaining Mortgaged Ship under this Agreement, for a cash price payable on completion of the sale which is no less than the amount by which the Loans and other amounts under the Hedging Contracts and the Ancillary Facilities must be prepaid or otherwise paid under clause 8.8 (*Sale or Total Loss*) and provided no Event of Default is continuing; or
- (c) for the sale of a Mortgaged Ship which is the last remaining Mortgaged Ship under this Agreement, for a cash price payable on completion of the sale which is no less than the amount required to discharge all outstanding obligations of the Obligors under the Finance Documents or where all Finance Parties are satisfied (in their sole discretion) that all outstanding obligations of the Obligors under the Finance Documents shall be so discharged on completion of the sale and in each case provided no Event of Default is continuing,

the relevant Owner will not sell, transfer, abandon or otherwise dispose of the relevant Ship or any share or interest in the Ship, or agree to do so, but the Owner may enter into an agreement for the sale of its Ship if the Borrowers are otherwise in compliance with this clause 25.3.

#### **25.4 Manager**

A manager of the Ship shall not be appointed unless that manager is the Parent or any other Group Member who, in any such case, is the Bareboat Charterer of such Ship and a Guarantor, or such other person has been approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed) and unless the terms of its appointment are approved by the Majority Lenders and (unless that manager is a Guarantor) it has delivered a duly executed Manager's Undertaking to the Security Agent. The relevant Owner shall not agree to any change to the terms of appointment of a manager (including any Management Agreement) which have been approved unless such change is also approved.

#### **25.5 Copy of Mortgage on board**

A properly certified copy of the Ship's Mortgage (or, in the case of a Mortgage under Danish law which is in digitalised form, an apostilled certificate of registration (Da: *Registreringsattest*) confirming the Mortgage and a certificate from the Danish Maritime Authority containing an exact replica of the registered letter of indemnity regarding the vessel (Da: *Eksakt gengivelse af registreret digitalt skadesløsbrev i skib*)) shall be kept on board the Ship with its papers and shown to anyone having business with the Ship which might create or imply any commitment or Security Interest over or in respect of the Ship (other than a lien for crew's wages and salvage) and to any representative of the Agent or the Security Agent.

#### **25.6 Notice of Mortgage**

A framed printed notice of the Ship's Mortgage shall be prominently displayed in the navigation room and in the Master's cabin of the Ship. The notice must be in plain type and read as follows:

##### **"NOTICE OF MORTGAGE**

This Ship is subject to a First Mortgage in favour of [here insert name of mortgagee] of [here insert address of mortgagee]. Under the said mortgage and related documents, neither the Owner nor any charterer nor the Master of this Ship has any right, power or authority to create, incur or permit to be imposed upon this Ship any commitments or encumbrances whatsoever other than for crew's wages and salvage.

No-one will have any right, power or authority to create, incur or permit to be imposed upon the Ship any lien whatsoever other than for crew's wages and salvage."

## 25.7 Conveyance on default

Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the relevant Owner shall, upon the Security Agent's request, immediately execute such form of transfer of title to the Ship as the Security Agent may require.

## 25.8 Chartering

- (a) Except with approval by the Majority Lenders and the ECAs, the relevant Owner shall not enter into any charter commitment for a Ship (other than an Initial Bareboat Charter, any other Bareboat Charter (excluding a JV Bareboat Charter) in accordance with paragraph (b) below or a JV Bareboat Charter in accordance with paragraph 25.8(c) below); and the relevant Owner shall procure that any Bareboat Charterers (as disponent owners) shall not enter into any charter commitment for a Ship (other than the Initial Charters for that Ship), which is:
  - (i) a bareboat or demise charter or passes possession and operational control of the Ship to another person; or
  - (ii) to another Group Member.
- (b) The relevant Owner may enter into a Bareboat Charter for a Ship other than the Initial Bareboat Charter for such Ship provided that:
  - (i) the terms of such Bareboat Charter are substantially the same as those of the Initial Bareboat Charter or are approved by the Majority Lenders (such approval not to be unreasonably withheld);
  - (ii) such Bareboat Charter provides for a level of charter hire which, for the entire tenor of the same, is not less than the relevant Minimum Bareboat Charter Hire;
  - (iii) the Bareboat Charterer in respect of such Bareboat Charter is the Parent or a wholly-owned (direct or indirect) Subsidiary of the Parent;
  - (iv) where such Bareboat Charter is with a Group Member that is not a Guarantor, such Group Member has become an Additional Guarantor in accordance with the terms of clause 36.5 (*Additional Guarantors*); and
  - (v) each of the additional requirements set out in paragraph (d) below are complied with.
- (c) The relevant Owner may enter into a bareboat charter in respect of the Ship with a bareboat charterer which is a joint venture local entity (a **JV Bareboat Charter**) where this is required by local law to operate such Ship in a specific jurisdiction and provided that:
  - (i) the terms of such JV Bareboat Charter are substantially the same as those of the Initial Bareboat Charter or are approved by the Majority Lenders (such approval not to be unreasonably withheld);
  - (ii) such JV Bareboat Charter provides for a level of hire which, for the entire tenor of the same, is not less than the relevant Minimum Bareboat Charter Hire;
  - (iii) the Parent owns legally and beneficially (directly or indirectly) no less than 51% of each of the issued share capital and the voting share capital in, and has control over, the Bareboat Charterer under such JV Bareboat Charter;
  - (iv) where such JV Bareboat Charter is with a Group Member that is not already a Guarantor, such Group Member has become an Additional Guarantor in accordance with the terms of clause 36.5 (*Additional Guarantors*); and

- (v) the Owner (at the cost and expense of the Borrowers) provides or procures the provision by the Bareboat Charterer of such JV Bareboat Charter and such other documents and evidence and security in respect of such charter as the Agent (acting on the instructions of the Majority Lenders in their sole discretion) shall require.
- (d) Further, without prejudice to the rights of the Finance Parties under the provisions of paragraph (a), (b) or (c) above and any other provisions of the Finance Documents, the relevant Owner shall advise the Agent and the ECA Agent promptly of any Bareboat Charter or Charter in respect of its Ship (other than the Initial Bareboat Charter and the Initial Charters for such Ship) entered into by the Owner or the Bareboat Charterer as disponent owner of such Ship, and the relevant Owner shall:
  - (i) deliver a copy of each such Bareboat Charter or, to the extent that such disclosure does not constitute a breach of the relevant Charter, a description of the main terms of each such Charter to the Agent and the ECA Agent forthwith after its execution;
  - (ii) in the case of a Bareboat Charter where the Bareboat Charterer has not already provided a General Assignment, forthwith thereafter procure that the Bareboat Charterer executes a General Assignment in favour of the Security Agent;
  - (iii) in the case of a Bareboat Charter, forthwith thereafter execute any notice of assignment required in connection therewith pursuant to the Owner's General Assignment, serve such notice of assignment on the relevant Bareboat Charterer and obtain an acknowledgement of such notice by such Bareboat Charterer (and for the avoidance of doubt if the relevant Owner fails to give such notice within a reasonable time, the Agent may, and shall if so directed by the Majority Lenders, serve any such notice of assignment on the relevant Bareboat Charterer under such Bareboat Charter in a timely manner);
  - (iv) in the case of a Charter (and any Charter Guarantee in respect of such Charter) and provided that an assignment of the Earnings of such Charter or such Charter Guarantee (as applicable) will not constitute a breach of such Charter or such Charter Guarantee (but without prejudice to the requirements of paragraph (e) below), forthwith thereafter execute or procure that the relevant Bareboat Charterer execute any notice of assignment of the Earnings or, where paragraph (e)(ii) below applies, all the rights, of such Charter and such Charter Guarantee as required in connection therewith pursuant to the Owner's or Bareboat Charterer's General Assignment, as applicable;
  - (v) in the case of a Charter (and any Charter Guarantee in respect of such Charter) and provided that an assignment of the Earnings of such Charter or such Charter Guarantee (as applicable) will not constitute a breach of such Charter or such Charter Guarantee (but without prejudice to the requirements of paragraph (e) below), forthwith thereafter, serve or procure the service of any such notice of assignment of the Earnings of such Charter and such Charter Guarantee by the relevant Bareboat Charterer on the relevant Charterer under such Charter and on the relevant Charter Guarantor under such Charter Guarantee, and:
    - (A) unless paragraph (B) below applies, use its reasonable endeavours to procure the receipt of the acknowledgement of such notice by such Charterer and such Charter Guarantor; and
    - (B) where a Quiet Enjoyment Agreement has been or will be entered into in respect of such Charter, procure the receipt of the acknowledgement of such notice by such Charterer and such Charter Guarantor forthwith,(and for the avoidance of doubt if the relevant Owner or Bareboat Charterer fails to give such notice within a reasonable time, the Agent may, and shall if so directed by the Majority Lenders, serve any such notice of assignment on the relevant Charterer

- under such Charter and on the relevant Charter Guarantor under such Charter Guarantee in a timely manner);
- (vi) deliver to the Agent and the ECA Agent such documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*), in relation to any such General Assignment or any other related matter referred to in this clause 25.8(d), as the Agent (acting on the instructions of the Majority Lenders in their reasonable discretion) shall require; and
  - (vii) pay on the Agent's demand all legal costs and other costs (pre-approved by the Borrowers or the Parent on their behalf, such approval not to be unreasonably withheld or delayed) of the Agent and/or the ECA Agent and/or any ECA and/or the Security Agent in connection with or in relation to any such Charter, Bareboat Charter or General Assignment or any other related matter referred to in this clause 25.8(d).
- (e) Notwithstanding any other provision in this Agreement, the relevant Owner shall, and shall procure that any relevant Bareboat Charterer shall:
- (i) unless paragraph (ii) below applies, use commercially reasonable efforts to procure that:
    - (A) any Charter (and any Charter Guarantee in respect of such Charter) entered into by such Owner or Bareboat Charterer following the date of this Agreement is governed by English law and that its Earnings are freely assignable by the relevant Owner or Bareboat Charterer (as applicable) to the Security Agent, without the need for the relevant Charterer's or relevant Charter Guarantor's (as applicable) consent; or
    - (B) the main terms of any such Charter (and any Charter Guarantee in respect of such Charter) can be disclosed by the relevant Owner or Bareboat Charterer (as applicable) to the Finance Parties in accordance with the terms of this Agreement; and
  - (ii) where a charterer in respect of any charter commitment entered into by such Owner or Bareboat Charterer following the date of this Agreement requires that a quiet enjoyment agreement be entered into as a condition to permitting the Mortgage over the relevant Ship and/or to an assignment of any rights under such charter commitment, use all commercially reasonable efforts to procure that, subject to the entry into the relevant Quiet Enjoyment Agreement, all the rights (including to Earnings) of such Owner or Bareboat Charterer under such charter commitment and any relevant guarantee in respect of such charter commitment are freely assignable or, where, despite the use of all commercially reasonable efforts by such Owner or Bareboat Charterer, the relevant charterer does not accept such assignment of all the rights of such Owner or Bareboat Charterer under such charter commitment and any guarantee in respect of such charter commitment, procure that, subject to the entry into the relevant Quiet Enjoyment Agreement, all the rights of such Owner or Bareboat Charterer to receive Earnings under such charter commitment and any relevant guarantee in respect of such charter commitment are freely assignable;
  - (iii) where paragraph (ii) above applies and such charter commitment and any guarantee in respect of such charter commitment is a Charter or a Charter Guarantee, respectively, comply with the provisions of paragraphs (d)(iv) and (d)(v) above in respect of such Charter and Charter Guarantee; and
  - (iv) where paragraph (ii) above applies in respect of a charter commitment and the same and any guarantee in respect of such charter commitment is not a Charter or a Charter Guarantee, respectively, procure that notice of the assignment of such Owner or (as the case may be) the Bareboat Charterer's rights under such charter commitment or guarantee or, as applicable, such Owner or (as the case may be) Bareboat Charterer's rights to receive Earnings under such charter commitment or



moneys under such guarantee, is included in the relevant Quiet Enjoyment Agreement and acknowledged by the relevant charterer or charter guarantor, respectively, by their execution of such Quiet Enjoyment Agreement (such notice and acknowledgement wording to be based on the wording included in paragraph 3 of the BIMCO Standard Form Quiet Enjoyment Letter for Ship Financing applicable on the date of this Agreement).

- (f) Without prejudice to the provisions of paragraph (e) above:
  - (i) where any charterer in respect of a charter commitment (other than a Bareboat Charter) to be entered into by an Owner or Bareboat Charterer following the date of this Agreement requires a quiet enjoyment agreement as a condition to permitting the Mortgage over the relevant Ship (and/or to the assignment of any rights under such charter commitment), the relevant Owner shall, as soon as reasonably practicable after becoming aware of such requirement and in any event prior to the entry into such charter commitment, inform the Agent of such requirement; and
  - (ii) the relevant Owner shall inform the ECA Agent prior to the entry into a Charter which prohibits the assignment of all rights of the Owner and/or the Earnings thereunder and the ECA Agent shall notify the ECAs of the same.
- (g) Notwithstanding any term of any Quiet Enjoyment Agreement, any costs or expenses arising out of or in connection with any Quiet Enjoyment Agreement shall be paid by the Borrowers in accordance with clause 18 (*Costs and expenses*).

#### **25.9 Lay up**

Except with approval, the Ship shall not be laid up cold.

#### **25.10 Sharing of Earnings**

Except with approval, the relevant Owner shall not enter into any arrangement under which its Earnings from the Ship may be shared with anyone else.

#### **25.11 Payment of Earnings**

- (a) The relevant Owner's Earnings from the Ship shall be paid in the way required pursuant to clause 29.7 (*Payment of charter earnings*).
- (b) If any Earnings are held by brokers or other agents, they shall be paid to the Security Agent or the Agent (as the case may be), if it requires this after the Earnings have become payable to it pursuant to clause 29.7 (*Payment of charter earnings*).

#### **25.12 Inventory of Hazardous Materials**

An Inventory of Hazardous Materials shall be maintained in relation to the Ship provided that if such certificate is not available at the start of the Ship's Mortgage Period, an Inventory of Hazardous Material will be obtained at the next dry-docking of the Ship.

#### **25.13 Sustainable and socially responsible dismantling of Ships**

- (a) Each Ship, each Fleet Vessel and any other vessel controlled by the Group will, when it is to be scrapped or when sold to an intermediary with the intention of being scrapped, be recycled at a recycling yard which conducts its recycling business in a socially and environmentally responsible manner in accordance with the provisions of The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships 2009 (whether or not it is in force) and, if applicable, the EU Ship Recycling Regulation and, if applicable, the Ship Recycling Facilities Regulations 2015.

- (b) The Borrowers shall ensure, prior to any dismantling contract in respect of any Fleet Vessel or other Ship being entered into by the relevant Group Member, that the Finance Parties receive a statement from an independent third party expert acceptable to the Finance Parties confirming that the relevant shipyard/dismantling yard complies with the requirements for such yards as set out in the Hong Kong International Convention for the safe and Environmentally Sound Recycling of Ships 2009 (whether or not it is in force) and/or, if applicable, the EU Ship Recycling Regulation.

#### **25.14 Poseidon Principles**

- (a) If applicable to the Ships, the Borrowers shall, upon the request of the Agent (at the request of any Lender) and at the cost of the Borrowers, on or before 31 July in each calendar year, supply or procure the supply to the Agent of all information necessary in order for that Lender to comply with its obligations under the Poseidon Principles in respect of the preceding year, including, without limitation, all vessel fuel oil consumption data required to be collected and reported in accordance with Regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Ship for the preceding calendar year.
- (b) No Lender shall publicly disclose such information with the identity of the Ship without the prior written consent of the Borrowers. Such information shall be “Confidential Information” for the purposes of clause 52 (*Confidential Information*) but each of the Borrowers acknowledges that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the relevant Lender’s portfolio climate alignment.

#### **26 Condition and operation of Ship**

##### **26.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 26 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship’s Mortgage Period. Where a Mortgaged Ship is subject to a Bareboat Charter, all undertakings in this clause 26 given by the relevant Owner will be deemed to also be given by the relevant Bareboat Charterer under such Bareboat Charter.

##### **26.2 Defined terms**

In this clause 26 and in Schedule 3 (*Conditions precedent*):

**applicable code** means any code or prescribed procedures required to be observed by the Ship or the persons responsible for its operation under any applicable law (including but not limited to those currently known as the ISM Code and the ISPS Code).

**applicable law** means all laws and regulations applicable to vessels registered in the Ship’s Flag State or which for any other reason apply to the Ship or to its condition or operation at any relevant time.

**applicable operating certificate** means any certificates, vessel response plans, or other document relating to the Ship or its condition or operation required to be in force under any applicable law or any applicable code.

##### **26.3 Repair**

The Ship shall be kept in a good, safe and efficient state of repair. The quality of workmanship and materials used to repair the Ship or replace any damaged, worn or lost parts or equipment shall be sufficient to ensure that the Ship’s value is not reduced.

##### **26.4 Modification**

Except with approval, the structure, type or performance characteristics of the Ship shall not be modified in a way which could or might materially alter the Ship or materially reduce its value.

### **26.5 Removal of parts**

Except with approval, no material part of the Ship or any equipment, including its Mission Equipment (except for any equipment (other than the Mission Equipment) that is temporarily installed for the purpose of fulfilling a charterparty or employment contract) shall be removed from the Ship if to do so would materially reduce its value unless at the same time it is replaced with equivalent parts or equipment owned by the relevant Owner or, subject to the Agent (acting on the instructions of the Majority Lenders and the ECAs) being satisfied that such ownership of such parts or equipment does not adversely affect the Finance Parties' rights to the Ship and its equipment and parts pursuant to the relevant Security Documents, the Guarantor, free of any Security Interest (except under the Security Documents) or such removal is a temporary removal of equipment which is to be repaired.

### **26.6 Third party owned equipment**

Except with approval, equipment owned by a third party shall not be installed on the Ship if it cannot be removed without risk of causing damage to the structure or fabric of the Ship or incurring significant expense.

### **26.7 Maintenance of class; compliance with laws and codes**

The Ship's class shall be the Ship's Classification with the relevant Classification Society. The Ship and every person who owns, operates or manages the Ship shall comply with all applicable laws and the requirements of all applicable codes. There shall be kept in force and on board the Ship or in such person's custody any applicable operating certificates which are required by applicable laws or applicable codes to be carried on board the Ship or to be in such person's custody.

### **26.8 Surveys**

The Ship shall be submitted to continuous surveys and any other surveys which are required for it to maintain the Classification as its class. Copies of reports of those surveys shall be provided promptly to the Agent if it so requests.

### **26.9 Inspection and notice of dry-docking**

The Agent and/or surveyors or other persons appointed by it for such purpose shall be allowed to board the Ship at all reasonable times (without interfering with the normal operations and trading of the Ship unless an Event of Default is continuing) to inspect it and given all proper facilities needed for that purpose but always provided that the Agent and/or such surveyors or other persons appointed by the Agent shall sign a waiver and/or hold harmless letter in such form provided by the Owner's insurers prior to boarding the Ship.

### **26.10 Discharge of liabilities**

All debts, damages, liabilities and outgoings which have given, or may give, rise to maritime, statutory or possessory liens on, or claims enforceable against, the Ship, its Earnings or Insurances shall be promptly paid and discharged.

### **26.11 Release from arrest**

The Ship, its Earnings and Insurances shall be released from any arrest, detention, attachment or levy, and any legal process against the Ship shall be discharged as soon as possible and in any event not later than 30 Business Days thereafter (or such longer period as may be approved), by whatever action is required to achieve that release or discharge.

### **26.12 Information about Ship**

The Borrowers shall give the Agent, within a reasonable time of its request, any additional information which it may reasonably require about the Ship or its employment, position, use or

operation, including details of towages and salvages, and copies of all its charter commitments entered into by or on behalf of any Obligor and copies of any applicable operating certificates.

#### **26.13 Notification of certain events**

The Borrowers shall give the Agent prompt notice of:

- (a) any damage to the Ship where the cost of the resulting repairs may exceed the Major Casualty Amount for such Ship;
- (b) any occurrence which may result in the Ship becoming a Total Loss;
- (c) any requisition of the Ship for hire;
- (d) any material Environmental Incident involving the Ship and any material Environmental Claim being made in relation to such an incident;
- (e) any withdrawal or threat to withdraw any applicable operating certificate which is material for the operation of the Ship and such operating certificate is not reinstated within 15 days;
- (f) if requested by the Agent, a copy of any operating certificate required under any applicable code;
- (g) the receipt of notification that any application for such a certificate which is material for the operation of the Ship has been refused and such operating certificate is not obtained within 15 days;
- (h) any requirement or recommendation made in relation to the Ship by any insurer or the Ship's Classification Society or by any competent authority which is not, or cannot be, complied with in the manner or time required or recommended;
- (i) any arrest, hijacking or detention of the Ship or any exercise or purported exercise of a lien or other claim on the Ship or its Earnings or Insurances; and
- (j) any Social Claim or any Social Incident.

#### **26.14 Payment of outgoings**

All tolls, dues and other outgoings whatsoever in respect of the Ship and its Earnings and Insurances shall be paid promptly. Proper accounting records shall be kept of the Ship and its Earnings.

#### **26.15 Repairers' liens**

Except with approval, the Ship shall not be put into any other person's possession for work to be done on the Ship if the cost of that work will exceed or is likely to exceed the Major Casualty Amount for such Ship unless:

- (a) that person gives the Security Agent a written undertaking in approved terms not to exercise any lien on the Ship or its Earnings for any of the cost of such work; or
- (b) it is demonstrated to the Agent's reasonable satisfaction that funds will be available to meet the full cost of that work, whether from insurers or otherwise.

#### **26.16 Lawful use**

The Ship shall not be employed:

- (a) in any way or in any activity which is unlawful under international law or the domestic laws of any relevant country;
- (b) by or for the benefit of a Restricted Party;
- (c) in any trade to or from a Sanctioned Country;
- (d) in any trade which could expose any Ship, Obligor, Finance Party, Manager (provided that such Manager is not a Group Member), the crew or the insurers to enforcement proceedings or any other consequences whatsoever arising from Sanctions;
- (e) in carrying illicit or prohibited goods;
- (f) in a way which may make it liable to be condemned by a prize court or destroyed, seized or confiscated; or
- (g) if there are hostilities in any part of the world (whether war has been declared or not), in carrying contraband goods,

and the persons responsible for the operation of the Ship shall take all necessary and proper precautions to ensure that this does not happen, including participation in industry or other voluntary schemes available to the Ship and in which leading operators of vessels operating under the same flag or engaged in similar trades generally participate at the relevant time.

#### **26.17 War zones**

Except with approval by all the Lenders and the ECAs, the Ship shall not enter or remain in any zone which has been declared a war zone by any government entity or the Ship's war risk insurers. If approval is granted for it to do so, any requirements of the Agent and/or the Ship's insurers necessary to ensure that the Ship remains properly insured in accordance with the Finance Documents (including any requirement for the payment of extra insurance premiums) shall be complied with.

#### **27 Insurance**

##### **27.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 27 shall be complied with in relation to each Mortgaged Ship and its Insurances throughout the relevant Ship's Mortgage Period. Where a Mortgaged Ship is subject to a Bareboat Charter, all undertakings in this clause 27 given by the relevant Owner will be deemed to also be given by the relevant Bareboat Charterer under such Bareboat Charter.

##### **27.2 Insurance terms**

In this clause 27:

**excess risks** means the proportion (if any) of claims for general average, salvage and salvage charges not recoverable under the hull and machinery insurances of a vessel in consequence of the value at which the vessel is assessed for the purpose of such claims exceeding its insured value.

**excess war risk P&I cover** means cover for claims only in excess of amounts recoverable under the usual war risk cover including (but not limited to) hull and machinery, crew and protection and indemnity risks.

**hull cover** means insurance cover against the risks identified in paragraph (a) of clause 27.3 (*Coverage required*), including hull and machinery, hull interest and/or freight interest in such percentages as approved by the Lenders.

**minimum hull cover** means, in relation to a Mortgaged Ship, an amount equal at the relevant time to 110 per cent of such proportion of the aggregate of (a) the Loans, (b) the Hedging Exposures of all of the Hedging Providers at that time and (c) the Ancillary Outstandings at that time, as is equal to the proportion which the market value such Mortgaged Ship bears to the aggregate of the market values of all of the Mortgaged Ships at the relevant time.

**P&I risks** means the usual risks (including maximum liability for oil pollution, excess war risk P&I cover) covered by a protection and indemnity association which is a member of the International Group of protection and indemnity associations (or, if the International Group ceases to exist, any other leading protection and indemnity association or other leading provider of protection and indemnity insurance) (including, without limitation, the proportion (if any) of any collision liability not covered under the terms of the hull cover).

### 27.3 Coverage required

The Ship (including its hull and machinery, hull interest, freight interest, disbursements and/or increased value) shall at all times be insured at the Ship's Owner's cost:

- (a) against fire and usual marine risks (including excess risks) and war risks (including war protection and indemnity risks (including crew and terrorism risks, piracy and confiscation risks)) on an agreed value basis, for the higher of its minimum hull cover and its market value (such calculation to include hull and machinery as well as hull interest and/or freight interest in such percentages as approved by the Lenders);
- (b) against P&I risks for the highest amount then available in the insurance market for vessels of similar age, size and type as the Ship (but, in relation to liability for oil pollution, for an amount of not less than \$1,000,000,000);
- (c) against such other risks and matters excluding loss of hire or Earnings which the Agent (acting on the instructions of all the Lenders) notifies it that it considers reasonable for a prudent shipowner or operator to insure against at the time of that notice; and
- (d) on terms which comply with the other provisions of this clause 27.

### 27.4 Placing of cover

The insurance coverage required by clause 27.3 (*Coverage required*) shall be:

- (a) in the name of the relevant Owner and any Bareboat Charterer and (in the case of the Ship's hull cover) no other person (other than the Security Agent (and any other Finance Party) if required by the Majority Lenders) (unless such other person is approved and, if so required by the Agent (acting on the instructions of the Majority Lenders), has duly executed and delivered a first priority assignment of its interest in the Ship's Insurances to the Security Agent (and any other Finance Party required by the Agent) in an approved form and provided such supporting documents and opinions in relation to that assignment as the Agent requires) provided, however, that where a Charterer (or any other charterer of the Ship that is not a Group Member) is co-assured under any such insurance coverage, they shall not be required to provide any such assignment of insurances but the relevant Owner shall, and shall procure that any relevant Bareboat Charterer shall, use reasonable endeavours to obtain a co-assured side letter from such Charterer in such form as is reasonably acceptable to the Agent and agreed by the Parent before the Effective Date;
- (b) in euro or another approved currency;
- (c) arranged through approved brokers or direct with approved insurers or protection and indemnity or war risks associations, with the relevant approved underwriters or insurers having in any event a minimum credit rating of BBB+ or higher by Standard & Poor's Rating Group or Baa1 or higher by Moody's Investors Service (or equivalent ratings from AM Best or Fitch Ratings);

- (d) in full force and effect; and
- (e) on approved terms which (other than in respect of protection and indemnity insurance) shall be those contained in the latest version of the Nordic Marine Insurance Plan of 2013 full conditions (and, to the extent required by the Agent, incorporating the Institute War & Strikes Clauses 1.11.1995) or the Institute Time Clauses Hulls 1983, and with approved insurers or associations.

#### **27.5 Mortgagee's insurance**

- (a) The Borrowers shall promptly reimburse to the Agent the cost (as conclusively certified by the Agent) of taking out and keeping in force in respect of the Ship and the other Mortgaged Ships on approved terms, or in considering or making claims under:
  - (i) a mortgagee's interest insurance and a mortgagee's additional perils (pollution risks) cover for the benefit of the Finance Parties for a total amount of up to 120% of the aggregate of (i) the Loans, (ii) the Hedging Exposure of all the Hedging Providers at that time and (iii) the Ancillary Outstandings at that time, in each case based on the figures provided pursuant to a Compliance Certificate or, as applicable, pursuant to paragraph (b) below; and
  - (ii) any other insurance cover which the Agent (acting on the instructions of the Majority Lenders) reasonably requires in respect of any Finance Party's interests and potential liabilities (whether as mortgagee of the Ship or beneficiary of the Security Documents).
- (b) On the date falling 5 Business Days before (i) any insurance is taken out by the Agent pursuant to paragraph (a) above and (ii) the expiry of any insurance taken out by the Agent pursuant to paragraph (a) above, the Borrowers shall provide the Agent with the same information (as at the date the information is provided) as required pursuant to clause 21.19 (*Exposure reporting*), provided that the Agent has notified the Borrowers of the date pursuant to (i) and (ii) above no later than 15 Business Days prior to such date.

#### **27.6 Fleet liens, set off and cancellations**

If the Ship's hull cover also insures other vessels, the Security Agent shall either be given an undertaking in approved terms by the brokers or (if such cover is not placed through brokers or the brokers do not, under any applicable laws or insurance terms, have such rights of set off and cancellation) the relevant insurers that the brokers or (if relevant) the insurers will not:

- (a) set off against any claims in respect of the Ship any premiums due in respect of any of such other vessels insured (other than other Mortgaged Ships); or
- (b) cancel that cover because of non-payment of premiums in respect of such other vessels,

or the Borrowers shall ensure that hull cover for the Ship and any other Mortgaged Ships is provided under a separate policy from any other vessels.

### **27.7 Payment of premiums**

All premiums, calls, contributions or other sums payable in respect of the Insurances shall be paid punctually and the Agent shall be provided with all relevant receipts or other evidence of payment upon request.

### **27.8 Details of proposed renewal of Insurances**

At least 14 days before any of the Ship's Insurances are due to expire, the Agent shall be notified of the names of the brokers, insurers and associations proposed to be used for the renewal of such Insurances and the amounts, risks and terms in, against and on which the Insurances are proposed to be renewed.

### **27.9 Instructions for renewal**

At least seven days before any of the Ship's Insurances are due to expire, instructions shall be given to brokers, insurers and associations for them to be renewed or replaced on or before their expiry.

### **27.10 Confirmation of renewal**

The Ship's Insurances shall be renewed upon their expiry in a manner and on terms which comply with this clause 27 and confirmation of such renewal given by approved brokers or insurers to the Agent at least two Business Days (or such shorter period as may be approved) before such expiry.

### **27.11 P&I guarantees**

Any guarantee or undertaking required by any protection and indemnity or war risks association in relation to the Ship shall be provided when required by the association.

### **27.12 Insurance documents**

The Agent shall be provided with pro forma copies of all insurance policies and other documentation issued by brokers, insurers and associations in connection with the Ship's Insurances as soon as they are available after they have been placed or renewed (but in any event no later than 15 Business Days after such placement or renewal) and all insurance policies and other documents relating to the Ship's Insurances shall be deposited with any approved brokers or (if not deposited with approved brokers) the Agent or some other approved person.

### **27.13 Letters of undertaking**

Unless otherwise approved where the Agent is satisfied that equivalent protection is afforded by the terms of the relevant Insurances and/or any applicable law and/or a letter of undertaking provided by another person, on each placing or renewal of the Insurances, the Agent shall be provided promptly with letters of undertaking in an approved form (having regard to general insurance market practice and law at the time of issue of such letter of undertaking) from the relevant brokers, insurers and associations.

### **27.14 Insurance Notices and Loss Payable Clauses**

The interest of the Security Agent or any other Finance Parties as assignees of the Insurances shall be endorsed on all insurance policies and other documents by the incorporation of a Loss Payable Clause and an Insurance Notice in respect of the Ship and its Insurances signed by the relevant Owner and, unless otherwise approved, each other person assured under the relevant cover (other than the Security Agent or any other Finance Party if it is itself an assured).

### **27.15 Insurance correspondence**

If so required by the Agent (acting on the instructions of the Majority Lenders), the Agent shall promptly be provided with copies of all written communications between the assureds and



brokers, insurers and associations relating to any of the Ship's Insurances as soon as they are available.

**27.16 Qualifications and exclusions**

All requirements applicable to the Ship's Insurances shall be complied with and the Ship's Insurances shall only be subject to approved exclusions or qualifications.

**27.17 Independent report**

If the Agent (acting on the instructions of the Majority Lenders or any ECA) requests from the Borrowers a detailed report from an approved independent firm of marine insurance brokers giving their opinion on the compliance of the Ship's Insurances with the terms of this Agreement then the Agent shall be provided promptly by the Borrowers with such a report at no cost to the Agent or (if the Agent obtains such a report itself, which it shall be entitled to do) the Borrowers shall reimburse the Agent for the cost of obtaining that report.

**27.18 Collection of claims**

All documents and other information and all assistance required by the Agent to assist it and/or the Security Agent in trying to collect or recover any claims under the Ship's Insurances shall be provided promptly.

**27.19 Employment of Ship**

The Ship shall only be employed or operated in conformity with the terms of the Ship's Insurances (including any express or implied warranties) and not in any other way (unless the insurers have consented and any additional requirements of the insurers have been satisfied).

**27.20 Declarations and returns**

If any of the Ship's Insurances are on terms that require a declaration, certificate or other document to be made or filed before the Ship sails to, or operates within, an area, those terms shall be complied with within the time and in the manner required by those Insurances.

**27.21 Application of recoveries**

All sums paid under the Ship's Insurances to anyone other than the Security Agent shall be applied in repairing the damage and/or in discharging the liability in respect of which they have been paid except to the extent that the repairs have already been paid for and/or the liability already discharged.

**27.22 Settlement of claims**

Any claim under the Ship's Insurances for a Total Loss or Major Casualty shall only be settled, compromised or abandoned with prior approval.

**27.23 Change in insurance requirements**

If the Agent (acting on the instructions of the Majority Lenders) gives notice to the Borrowers to change the terms and requirements of this clause 27 (which the Agent may only do, in such manner as it considers appropriate, as a result in changes of circumstances or practice after the Effective Date), this clause 27 shall be modified in the manner so notified by the Agent on the date 14 days after such notice from the Agent is received, provided that such requested modifications follow reasonably prevailing market terms at the time that such notice is given to the Borrowers by the Agent.

## **28 Minimum security value**

### **28.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 28 will be complied with throughout any Mortgage Period.

### **28.2 Valuation of assets**

For the purpose of the Finance Documents, the value at any time of any Mortgaged Ship or a Ship before its Delivery obtained under clause 4 (*Conditions of Utilisation*) or any other asset over which additional security is provided under this clause 28 will be its value as most recently determined in accordance with this clause 28.

### **28.3 Valuation frequency**

Valuation of each Mortgaged Ship and each Ship before its Delivery (and such other asset granted as security in accordance with this clause 28) shall be made:

- (a) at the times required in clause 4.3 (*Conditions precedent on Delivery*), clause 4.4 (*Conditions precedent on Redelivery*) and Schedule 3 (*Conditions precedent*);
- (b) within 30 days of the end of each Financial Year;
- (c) at any time a Ship is lost or becomes a Total Loss or (in the case of Ship B only) a total loss (as defined in the relevant Building Contract), and a prepayment or cancellation is to take place under clause 8.8 (*Safe or Total Loss*) or security is to be released under clause 8.12 (*Release*); and
- (d) at any other time and frequency as may be requested by the Majority Lenders and/or any ECA.

### **28.4 Expenses of valuation**

The Borrowers shall bear, and reimburse to the Agent where incurred by the Agent, all costs and expenses of providing such a valuation except that if no Event of Default is continuing, the cost of valuations obtained pursuant to paragraph (d) of clause 28.3 (*Valuation frequency*) shall be borne by the Borrowers not more than once every calendar year.

### **28.5 Valuations procedure**

The value of any Mortgaged Ship and each Ship before its Delivery shall be determined in accordance with, and by valuers approved and appointed in accordance with, this clause 28. Additional security provided under this clause 28 shall be valued in such a way, on such a basis and by such persons (including the Agent itself) as may be approved by the Majority Lenders or as may be agreed in writing by the Borrowers and the Agent (on the instructions of the Majority Lenders).

### **28.6 Currency of valuation**

Valuations shall be provided by valuers in euro or, if a valuer is of the view that the relevant type of vessel is generally bought and sold in another currency, in that other currency. If a valuation is provided in another currency, for the purposes of this Agreement it shall be converted into euro at the Agent's spot rate of exchange for the purchase of euro with that other currency as at the date to which the valuation relates.

### **28.7 Basis of valuation**

Each valuation will be addressed to the Agent in its capacity as such (or to the Parent or the Borrowers provided that such valuation is accompanied by full reliance and disclosure language in favour of the Finance Parties), will not be more than 30 days old (or 60 days old in relation to the valuations provided pursuant to paragraph 8 of Part 3 of Schedule 3 (*Conditions precedent*) or paragraph 5 of Part 4 of Schedule 3 (*Conditions precedent*)) and will be made:

- (a) without physical inspection (unless required by the Agent);
- (b) on the basis of a sale for prompt delivery for a price payable in full in cash on delivery at arm's length on normal commercial terms between a willing buyer and a willing seller;
- (c) without taking into account the benefit or detriment of any charter commitment;
- (d) in the case of a valuation provided prior to a Ship's Redelivery Date but excluding a valuation provided pursuant to paragraph 5 of Part 4 of Schedule 3 (*Conditions precedent*), excluding any value attributable to the Mission Equipment for that Ship; and
- (e) for any valuation other than those referred to in paragraph (d) above, including any value attributable to the Mission Equipment for that Ship.

#### **28.8 Information required for valuation**

The Borrowers shall promptly provide to the Agent and any such valuer any information which they reasonably require for the purposes of providing such a valuation.

#### **28.9 Approval of valuers**

All valuers must have been approved. The Agent may from time to time notify the Borrowers of approval of one or more independent ship brokers as valuers for the purposes of this clause 28. The Agent shall respond promptly to any request by the Borrowers for approval of a broker nominated by the Borrowers. The Agent may at any time by notice to the Borrowers withdraw any previous approval of a valuer for the purposes of future valuations. That valuer may not then be appointed to provide valuations unless it is once more approved. If the Agent has not approved at least three brokers as valuers at a time when a valuation is required under this clause 28, the Agent shall promptly notify the Borrowers of the names of at least three valuers which are approved. On the date of this Agreement the approved valuers are Clarksons, Fearnleys, Pareto and Braemar.

#### **28.10 Appointment of valuers**

When a valuation is required for the purposes of this clause 28, the Borrowers shall appoint approved valuers to provide such a valuation. If the Borrowers fail to appoint valuers, the Agent may appoint approved valuers to provide that valuation.

#### **28.11 Number of valuers**

- (a) Each valuation must be carried out by two approved valuers of whom one shall be nominated by the Agent and the other by the Borrowers. If the Borrowers fail promptly to nominate a second valuer then the Agent may nominate the second valuer. Clause 28.12 (*Differences in valuations*) shall apply.
- (b) If two valuers provide valuations and their valuations of any Mortgaged Ship or a Ship before its Delivery vary by more than 10% (by reference to the lower of the two valuations), then the value of that Mortgaged Ship or Ship before its Delivery shall be determined by reference to those two valuations and a third valuation provided by a third approved valuer nominated by the Agent. Clause 28.12 (*Differences in valuations*) shall apply.

#### **28.12 Differences in valuations**

- (a) If valuations provided by individual valuers differ, the value of the relevant Ship for the purposes of the Finance Documents will be the mean average of those valuations.
- (b) If any approved valuer provides a range of values for a Ship, the value of such Ship for the purposes of the Finance Documents will be the mean average of the values comprising such range.

### **28.13 Security shortfall**

- (a) If at any time the Security Value is less than the Minimum Value, the Agent may, and shall, if so directed by the Majority Lenders, by notice to the Borrowers require that such deficiency be remedied. The Borrowers shall then within 30 Business Days of receipt of such notice ensure that the Security Value equals or exceeds the Minimum Value. For this purpose, the Borrowers may:
  - (i) provide additional security over assets reasonably approved by all the Lenders and in accordance with this clause 28 (including in the form of charged and/or pledged euro cash deposits which are hereby approved by all the Lenders and the ECAs); and/or
  - (ii) prepay a part of the Loans under clause 8.4 (*Voluntary prepayment*) and cancel a corresponding amount of the Active Facility under clause 7.4 (*Adjustment of scheduled repayments*).
- (b) Any prepayment made under paragraph (a) above shall be applied pro rata in reduction of each Ship Tranche (and, if outstanding, the Pre-Delivery Loan) and in accordance with clause 8.4 (*Voluntary prepayment*) and any corresponding cancellation of the Commitments shall be applied pro rata against all remaining Ship Commitments (and, if outstanding, the Pre-Delivery Commitment).
- (c) Any cancellation of part of the Active Facility pursuant to paragraph (a) above shall reduce the Total Commitments by the same amount.

### **28.14 Creation of additional security**

The value of any additional security which the Borrowers offer to provide to remedy all or part of a shortfall in the amount of the Security Value will only be taken into account for the purposes of determining the Security Value if and when:

- (a) that additional security, its value and the method of its valuation have been approved by the Majority Lenders and the ECAs;
- (b) a Security Interest over that security has been constituted in favour of the Security Agent or (if appropriate) the Finance Parties in a form and manner approved by all the Lenders and the ECAs;
- (c) this Agreement has been unconditionally amended in such manner as the Agent requires in consequence of that additional security being provided; and
- (d) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to that amendment and additional security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to that amendment and additional security and its execution and (if applicable) registration.

### **28.15 Release of additional security**

If at any time the Security Agent or any other Finance Parties hold additional security provided under this clause 28 and the Security Value, disregarding the value of that additional security, exceeds the Minimum Value and the Security Value has been determined by reference to valuations provided no more than 60 days previously, the Borrowers may, by notice to the Agent,

require the release and discharge of that additional security. The Agent shall then direct the Security Agent to promptly release and discharge that additional security if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Agent, the Borrowers shall reimburse to the Agent any costs and expenses payable under clause 18 (*Transaction expenses*) in relation to that release and discharge.

## **29 Chartering undertakings**

### **29.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 29 will be complied with in relation to each Mortgaged Ship which is subject to a Bareboat Charter and/or a Charter throughout the relevant Ship's Mortgage Period. Where a Mortgaged Ship is subject to a Bareboat Charter, all undertakings in this clause 29 given by the relevant Owner will be deemed to also be given by the relevant Bareboat Charterer under such Bareboat Charter.

### **29.2 Variations**

- (a) Except with approval and except in connection with the immediate replacement of a Bareboat Charter with another Bareboat Charter entered into in accordance with the terms of clause 25.8 (*Chartering*), no terms of any Bareboat Charter for the Ship shall be varied, amended or modified in any way or manner, unless at that time no Initial Charter is valid and effective in respect of that Ship (but without prejudice and subject to the provisions of clauses 33.14(b) and (c) (*Initial Bareboat Charters and Initial Charters*) and clause 25.8 (*Chartering*)).
- (b) Except with approval, no terms of any Initial Charter for the Ship shall be varied, amended or modified in any way or manner which would result in an Event of Default pursuant to clauses 33.14(b) and (c) (*Initial Bareboat Charters and Initial Charters*) or a breach of clause 25.8 (*Chartering*).

### **29.3 Releases and waivers**

- (a) Except with approval and except in connection with the immediate replacement of a Bareboat Charter with another Bareboat Charter entered into in accordance with the terms of clause 25.8 (*Chartering*), there shall be no release by the relevant Owner or Bareboat Charterer of any obligation of any other person under a Bareboat Charter (including by way of novation, assignment or transfer), no waiver of any breach of any such obligation and no consent to anything which would otherwise be such a breach unless at that time no Initial Charter is valid or effective in respect of that Ship (but without prejudice and subject to the provisions of clauses 33.14(b) and (c) (*Initial Bareboat Charters and Initial Charters*) and clause 25.8 (*Chartering*)).
- (b) Except with approval, there shall be no release by the relevant Owner or Bareboat Charterer of any obligation of any other person under any Initial Charter (including by way of novation, assignment or transfer), no waiver of any breach of any such obligation and no consent to anything which would otherwise be such a breach which would result in an Event of Default pursuant to clauses 33.14(b) and (c) (*Initial Bareboat Charters and Initial Charters*) or a breach of clause 25.8 (*Chartering*).

### **29.4 Termination by Owner or Bareboat Charterer**

- (a) Except with approval and except in connection with the immediate replacement of a Bareboat Charter with another Bareboat Charter entered into in accordance with the terms of clause 25.8 (*Chartering*), neither the relevant Bareboat Charterer nor the relevant Owner shall terminate or rescind any Bareboat Charter for the Ship to which it is a party nor withdraw the Ship from service under any such Bareboat Charter or take any similar action unless, at that time no Initial Charter is valid and effective in respect of that Ship (but without prejudice and subject to the provisions of clauses 33.14(b) and (c) (*Initial Bareboat Charters and Initial Charters*)).

- (b) Except with approval, neither the relevant Bareboat Charterer nor the relevant Owner shall terminate or rescind any Initial Charter for the Ship to which it is a party nor withdraw the Ship from service under any such Initial Charter or take any similar action which would result in an Event of Default pursuant to clauses 33.14(b) and (c) (*Initial Bareboat Charters and Initial Charters*).

### **29.5 Charter performance**

Each relevant Bareboat Charterer and Owner shall perform its obligations under each Bareboat Charter for the Ship to which it is a party and use its best endeavours to ensure that each other party to them performs their obligations under such documents.

### **29.6 Payment of Charter Earnings**

All Earnings which the relevant Owner is entitled to receive under any Charter Documents or Bareboat Charter for the Ship shall be paid into the Earnings Account of the Owner of the Ship or, following an Event of Default, in the manner required by the Security Documents.

### **29.7 Minimum Bareboat Charter Hire**

In the event that, due to applicable transfer pricing regulations, the Minimum Bareboat Charter Hire in respect of a Bareboat Charter of a Ship is insufficient to satisfy paragraphs (a), (b) and (c) in the definition of Minimum Bareboat Charter Hire, the Parent shall be required, on or before each date for the payment of hire under such Bareboat Charter, to pay by way of capital injection or similar payment an additional amount to the relevant Owner so that the total amount received by such Owner is no less than the amount they would have received had the relevant transfer pricing regulations not applied.

### **29.8 Quiet enjoyment**

Upon the relevant Owner or, as applicable, Bareboat Charterer, delivering any Quiet Enjoyment Agreement for a Mortgaged Ship to the Security Agent duly executed by the other parties to it, the Finance Parties agree that the Security Agent will as soon as reasonably practicable thereafter duly execute and enter into such Quiet Enjoyment Agreement and return it to the relevant Owner or, as applicable, Bareboat Charterer.

## **30 Bank accounts**

### **30.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 30 will be complied with throughout the Facility Period.

### **30.2 Earnings Account**

- (a) Each Owner or all of the Owners jointly shall be the holder(s) of one or more Accounts with an Account Bank denominated in euro and/or USD which is designated as an "Earnings Account" for the purposes of the Finance Documents.
- (b) Each Owner's Earnings of the Mortgaged Ships (including Earnings payable to an Owner under a Bareboat Charter of a Ship) and all moneys payable to the relevant Owner under each Ship's Insurances and any net amount payable to the Borrowers under any Hedging Contract shall be paid by the persons from whom they are due to an Earnings Account unless required to be paid to the Security Agent under the Finance Documents.
- (c) The relevant Account Holder(s) may withdraw amounts standing to the credit of an Earnings Account for any purpose which is not prohibited under this Agreement, except if an Event of Default is continuing.

### 30.3 Debt Service Reserve Account

- (a) Each Borrower shall be the holder of an Account with the Account Bank denominated in euro which is designated as a “Debt Service Reserve Account” for the purposes of the Finance Documents.
- (b) With effect on or from the first Utilisation Date in respect of a Loan relating to a Ship, and at all times thereafter, there shall be maintained in the Debt Service Reserve Account held by the Borrower that owns the Ship to which such Loan relates, such amount as will ensure that, on any date, the amount standing to the credit of that Debt Service Reserve Account is at least equal to the amount of interest and, in the case of Loans under the Post-Delivery Facility only, principal, which falls due for payment by the Borrowers in respect of that Loan for a period of 3 Months commencing on such date.
- (c) No Borrower shall withdraw amounts standing to the credit of any Debt Service Reserve Account.

### 30.4 Other provisions

- (a) An Account may only be designated for the purposes described in this clause 30 if:
    - (i) such designation is made in writing by the Agent and acknowledged by the Borrowers and specifies the name and address of the Account Bank and the Account Holder(s) and the number and any designation or other reference attributed to the Account;
    - (ii) an Account Security has been duly executed and delivered by the relevant Account Holder(s) in favour of the Security Agent (and any other Finance Party required by the Agent);
    - (iii) any notice required by the Account Security to be given to an Account Bank has been given to, and acknowledged by, the Account Bank in the form required by the relevant Account Security; and
    - (iv) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to the Account and the Account Security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to the Account and the relevant Account Security.
  - (b) The rates of payment of interest and other terms regulating any Account will be a matter of separate agreement between the relevant Account Holder(s) and an Account Bank.
  - (c) The relevant Account Holder(s) shall not close any Account or alter the terms of any Account from those in force at the time it is designated for the purposes of this clause 30 or waive any of its rights in relation to an Account except with approval of all the Lenders.
  - (d) The relevant Account Holder(s) shall deposit with the Security Agent all certificates of deposit, receipts or other instruments or securities relating to any Account, notify the Security Agent of any claim or notice relating to an Account from any other party and provide the Security Agent with any other information it may request concerning any Account.
  - (e) Each of the Agent and the Security Agent agrees that if it is an Account Bank in respect of an Account then there will be no restrictions on creating a Security Interest over that Account as contemplated by this Agreement and it shall not (except with the approval of the Majority Lenders) exercise any right of combination, consolidation or set-off which it may have in respect of that Account in a manner adverse to the rights of the other Finance Parties.
-

### 31 Business restrictions

#### 31.1 Undertaking to comply

Except as otherwise approved by the Majority Lenders, each Obligor who is a Party undertakes that this clause 31 will be complied with throughout the Facility Period by and in respect of each person to which each relevant provision of this clause is expressed to apply.

#### 31.2 General negative pledge

- (a) In this clause 31.2, **Quasi-Security** means an arrangement or transaction described in paragraph (c) below.
- (b) No Borrower shall create or permit to subsist any Security Interest over any of its assets.
- (c) (Without prejudice to any other provision of this clause 31), no Borrower shall:
  - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to, or re-acquired by, an Obligor or any other Group Member other than pursuant to disposals permitted under clause 31.11 (*Disposals*);
  - (ii) sell, transfer, factor or otherwise dispose of any of its receivables on recourse terms;
  - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
  - (iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

- (d) Paragraphs (b) and (c) above do not apply to any Security Interest or (as the case may be) Quasi-Security, listed below:
  - (i) those granted or expressed to be granted by any of the Security Documents;
  - (ii) in relation to a Mortgaged Ship, Permitted Maritime Liens;
  - (iii) any lien (other than maritime liens) arising by operation of law and in the ordinary course of business and not as a result of any default or omission by any of the Borrowers;
  - (iv) any payment or close out netting or set-off arrangement or any security arrangement pursuant to any Hedging Contracts or foreign exchange transaction entered into by a Borrower;
  - (v) rights of netting or set-off over credit balances on bank accounts but only to the extent related to bank fees on the relevant bank accounts; or
  - (vi) in relation to Taxes not overdue, or, in the case of income and property taxes and assessments, which are being contested in good faith with due diligence and where the relevant Borrower or the Group as a whole has adequate cash reserves in excess of such contested sums.

#### 31.3 Financial Indebtedness

No Borrower shall incur or permit to exist, any Financial Indebtedness owed by it to anyone else except:



- (a) Financial Indebtedness incurred under the Finance Documents and Hedging Contracts for Hedging Transactions entered into pursuant to clause 32.2 (*Hedging*);
- (b) Indebtedness owing to its trade creditors in the normal course of its business;
- (c) Financial Indebtedness owed to another Group Member on an unsecured and subordinated basis subject to a Subordination Deed previously entered into in respect of the same and then only provided that no Event of Default has occurred and is continuing at the time it is incurred and in any event on terms otherwise approved by the Majority Lenders and the ECAs;
- (d) Financial Indebtedness permitted under clause 31.4 (*Guarantees*); and
- (e) Financial Indebtedness permitted under clause 31.5 (*Loans and credit*),

provided that any cash pooling arrangements on a Group wide basis for cash management purposes of the Group shall not constitute Financial Indebtedness for the purposes of clause 31.3.

#### **31.4 Guarantees**

No Borrower shall give or permit to exist, any guarantee by it in respect of indebtedness of any person or allow any of its indebtedness to be guaranteed by anyone else except:

- (a) guarantees of obligations of another Group Member that are not Financial Indebtedness or obligations prohibited by any Finance Document;
- (b) guarantees in favour of its own trade creditors for indebtedness owing to its trade creditors and given in the ordinary course of its business;
- (c) guarantees which are Financial Indebtedness permitted under clause 31.3 (*Financial Indebtedness*);
- (d) guarantees or indemnities from time to time required by any protection and indemnity or war risks association with which a Ship is entered; and
- (e) any performance or similar guarantee issued by a Borrower or any counter guarantee issued by a Borrower in respect of any guarantee issued by any other person, in each case in relation to a Ship required in the ordinary course of business and operation of that Ship in support of a Charter or any other charter commitment for such Ship, up to an aggregate amount of 10% of the Contract Price (in euro equivalent terms) for that Ship for all such guarantees under this paragraph (e).

#### **31.5 Loans and credit**

No Obligor shall be a creditor in respect of Financial Indebtedness other than in respect of:

- (a) loans or credit to another Group Member permitted under clause 31.3 (*Financial Indebtedness*) or clause 31.4 (*Guarantees*) or loans or credit to any Group Member that is not an Obligor;
- (b) Financial Indebtedness owing to it by another Obligor on an unsecured and, in the case of Financial Indebtedness owing to it by a Borrower, subordinated basis subject to a Subordination Deed previously entered into in respect of the same and then only provided that no Event of Default has occurred and is continuing at the time it is incurred and in any event on terms otherwise approved by the Majority Lenders;
- (c) trade credit granted by it to its customers on normal commercial terms in the ordinary course of its trading activities; and

- (d) loans to other Group Members arising under any cash pooling arrangements on a Group wide basis for cash management purposes of the Group.

### **31.6 Bank accounts, operating leases and other financial transactions**

No Borrower shall:

- (a) maintain any current or deposit account with a bank or financial institution except for the Accounts and the deposit of money, operation of current accounts and the conduct of electronic banking operations with the Account Bank and through the Accounts; or
- (b) hold cash in any account (other than with the Account Bank and other than the Accounts) over or in respect of which any set-off, combination of accounts, netting or Security Interest exists except as permitted by clause 31.2 (*General negative pledge*).

### **31.7 Subsidiaries**

No Borrower shall establish or acquire a company or other entity which would be or become a Group Member or reactivate any dormant Group Member.

### **31.8 Acquisitions and investments**

No Borrower shall acquire any person, business, assets or liabilities or make any investment in any person or business or undertaking or enter into any joint-venture arrangement except:

- (a) any acquisition pursuant to a disposal permitted under clause 31.11 (*Disposals*);
- (b) acquisitions of assets in the ordinary course of business (not being new businesses or vessels);
- (c) the incurrence of liabilities in the ordinary course of its business; or
- (d) any loan or credit not otherwise prohibited under this Agreement.

### **31.9 Reduction of capital**

No Borrower shall redeem or purchase or otherwise reduce any of its equity or any other share capital or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner.

### **31.10 Increase in capital**

No Borrower shall issue shares or other equity interests to anyone who is not the Parent or a wholly-owned Subsidiary of the Parent.

### **31.11 Disposals**

No Borrower shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to sell, lease, transfer or otherwise dispose of any asset except for any of the following disposals (so long as they are not prohibited by any other provision of the Finance Documents):

- (a) disposals of assets made in (and on terms reflecting) the ordinary course of trading of the disposing entity;
- (b) disposals of obsolete assets, or assets which are no longer required for the purpose of the business of the relevant Borrower, in each case for cash on normal commercial terms and on an arm's length basis;

- (c) disposals permitted by clause 24.8 (*Sale or other disposal*), clause 25.3 (*Sale or other disposal of Ship*), clause 31.2 (*General negative pledge*) or clause 31.3 (*Financial Indebtedness*);
- (d) dealings with its own trade creditors with respect to book debts in the ordinary course of trading; and
- (e) the application of cash or cash equivalents in the acquisition of assets or services in the ordinary course of its business.

### **31.12 Contracts and arrangements with Affiliates**

No Obligor shall be party to any arrangement or contract with any of its Affiliates unless such arrangement or contract is on an arm's length basis.

### **31.13 Distributions and other payments by Group**

The Parent shall not:

- (a) declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital) or any warrants for the time being in issue;
- (b) repay or distribute any dividend or share premium reserve; or
- (c) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so,

except (1) if no Event of Default is continuing at the time of the declaration, payment or making of any such dividend, distribution or other payment, nor would result from doing so and, (2) if:

- (i) it constitutes (A) a Permitted Distribution or (B) distributions granted to employees or officers of the Parent in respect of any share incentive plan or as salaries, bonus payments or any other payments relating to their employment with the Group; and
- (ii) the ratio of (A) Net Interest Bearing Debt to (B) EBITDA in respect of a Measurement Period that is a Financial Year, as certified in the then latest Compliance Certificate delivered to the Agent pursuant to the provisions of this Agreement, was lower than 2.75:1.00.

## **32 Hedging Contracts**

### **32.1 Undertaking to comply**

Each Obligor who is a Party undertakes that this clause 32 will be complied with throughout the Facility Period.

### **32.2 Hedging**

- (a) If, at any time during the Facility Period, the Borrowers wish to enter into any Treasury Transaction so as to hedge all or any part of their exposure under this Agreement to interest rate fluctuations and/or currency exchange rate fluctuations, they shall notify the Agent in writing.
- (b) Any such Treasury Transaction shall be concluded by the Borrowers only, with one or more of the Hedging Providers on the terms of a Hedging Master Agreement but (except with the approval of the Majority Lenders) no such Treasury Transaction shall be concluded unless:
  - (i)

- (A) each of the Hedging Master Agreements has been executed by the Borrowers and each Hedging Provider;
  - (B) the Borrowers have executed the Hedging Contract Security; and
  - (C) any notice required to be given to each Hedging Provider under the Hedging Contract Security has been given to it and acknowledged by it in the manner required by the Hedging Contract Security and all documents and evidence of the type required under Schedule 3 (*Conditions precedent*) in respect of the documents relevant to this paragraph (i) have been delivered to the Agent in form and substance satisfactory to the Agent;
- (ii) its purpose is to hedge the Borrowers' interest rate risk and/or currency exchange rate risk in relation to a Loan for a period expiring no later than the relevant Final Repayment Date; and
  - (iii) its notional principal amount, when aggregated with the notional principal amount of any other continuing Hedging Contracts for that Loan, does not and will not exceed that Loan as then scheduled to be repaid pursuant to clause 7.3 (*Scheduled repayment of the Post-Delivery Facility*).
- (c) The Hedging Providers shall have the right of first refusal to enter into Treasury Transactions under a Hedging Master Agreement which any Group Member (other than the Borrowers) is considering to enter into such Treasury Transactions for the purpose of hedging on competitive terms the Borrowers' and the Group's exposure to interest rate and/or currency exchange rate fluctuations under this Agreement.
  - (d) Other than Hedging Transactions which meet the requirements of paragraphs (a) to (b) above, the Borrowers shall not enter into Treasury Transactions, except with approval.
  - (e) The Borrowers shall, promptly upon entry into of any Confirmation under a Hedging Contract, deliver to the Agent an original or certified copy of such Confirmation.

### **32.3 Unwinding of Hedging Contracts**

If at any time, and whether as a result of any prepayment (in whole or in part) of a Loan or any cancellation (in whole or in part) of the Pre-Delivery Commitment or a Ship Commitment or otherwise, the aggregate notional principal amount under all Hedging Transactions in respect of the relevant Loan entered into by the Borrowers exceeds or will exceed the amount of the relevant Loan outstanding at that time after such prepayment or cancellation, then (unless otherwise approved by the Majority Lenders) the Borrowers shall immediately close out and terminate sufficient Hedging Transactions (pro rata across the relevant Hedging Master Agreements entered into between the relevant Borrower and each Hedging Provider in relation to the relevant Loan) as are necessary to ensure that the aggregate notional principal amount under the remaining continuing Hedging Transactions in relation to the relevant Loan equals, and will in the future be equal to, the amount of such Loan at that time and as scheduled to be repaid from time to time thereafter pursuant to clause 7 (*Repayment*).

### **32.4 Assignment of Hedging Contracts by Borrowers**

Except as approved by all the Lenders or by the Hedging Contract Security, no Borrower shall assign or otherwise dispose of its rights under any Hedging Contract.

### **32.5 Information concerning Hedging Contracts**

The Borrowers shall provide the Agent with any information it may request concerning any Hedging Contract, including all reasonable information, accounts and records that may be necessary or of assistance to enable the Agent to verify the amounts of all payments and any other amounts payable under the Hedging Contracts.

### 32.6 Guarantee and indemnity – Hedging Guarantors

(a) Guarantee and indemnity

Without prejudice to the guarantee and indemnity in clause 19 (*Guarantee and indemnity*), each Hedging Guarantor irrevocably and unconditionally:

- (i) guarantees to each Hedging Provider punctual performance by each Borrower of all that Borrower's obligations under the relevant Hedging Master Agreements;
- (ii) undertakes with each Hedging Provider that whenever another Borrower does not pay any amount when due under or in connection with any Hedging Master Agreement, that Hedging Guarantor shall immediately on demand pay that amount as if it were the principal obligor; and
- (iii) agrees with each Hedging Provider that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Hedging Provider immediately on demand against any cost, loss or liability it incurs as a result of a Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by such Borrower under any Hedging Master Agreement on the date when it would have been due. The amount payable by a Hedging Guarantor under this indemnity will not exceed the amount it would have had to pay under this clause if the amount claimed had been recoverable on the basis of a guarantee.

(b) Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Borrower under the relevant Hedging Master Agreements, regardless of any intermediate payment or discharge in whole or in part.

(c) Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Borrower or any security for those obligations or otherwise) is made by any Hedging Provider 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 each Hedging Guarantor under this clause will continue or be reinstated as if the discharge, release or arrangement had not occurred.

(d) Waiver of defences

The obligations of each Hedging Guarantor under this clause 32.6 and in respect of any Security Interests created by the Security Documents will not be affected or discharged by an act, omission, matter or thing (whether or not known to it or the Hedging Provider) which, but for this paragraph (d), would reduce, release or prejudice any of its obligations under this clause 32.6 or in respect of any Security Interests created by the Security Documents (without limitation) including:

- (i) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (ii) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Group Member;
- (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect or delay in perfecting, or refusal or neglect to take up or enforce, or delay in taking up or enforcing, 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;

- (iv) 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;
  - (v) 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;
  - (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
  - (vii) any insolvency or similar proceedings.
- (e) Hedging Guarantor's intent

Without prejudice to the generality of paragraph (d) above, each Hedging Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Hedging Master Agreements and/or any facility or amount made available under any of the Hedging Master Agreements.

- (f) Immediate recourse

Each Hedging Guarantor waives any right it may have of first requiring the Hedging Provider to proceed against or enforce any other rights or security or claim payment from any person (including without limitation to commence any proceedings under any Finance Document or to enforce any Security Interests created by the Security Documents) before claiming or commencing proceedings under this clause 32.6. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

- (g) Appropriations

Until all amounts which may be or become payable by the Borrowers under or in connection with the Hedging Master Agreements have been irrevocably paid in full, each Finance Party may:

- (i) refrain from applying or enforcing any other moneys, security or rights held or received by any Finance Parties in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Hedging Guarantor shall be entitled to the benefit of the same; and
- (ii) hold in an interest-bearing suspense account any moneys received from any Hedging Guarantor or on account of any Hedging Guarantor's liability under this clause 32.6.

- (h) Deferral of Hedging Guarantors' rights

All rights which each Hedging Guarantor at any time has (whether in respect of this guarantee, a mortgage or any other transaction) against any Borrower, any other Obligor or their respective assets shall be fully subordinated to the rights of the Finance Parties under the Finance Documents 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 Agent otherwise directs, no Hedging Guarantor will exercise any rights which it may have (whether in respect of any Finance Document to which it is a Party or any other

transaction) by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 32.6:

- (i) to be indemnified by another Obligor;
- (ii) to claim any contribution from any third party providing security for, or any other guarantor of, any Obligor's obligations under the Finance Documents;
- (iii) 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;
- (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Hedging Guarantor has given a guarantee, undertaking or indemnity under this clause 32.6;
- (v) to exercise any right of set-off against any other Obligor; and/or
- (vi) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.

If a Hedging Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Agent by the Obligors under or in connection with the Finance Documents to be repaid in full and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with clause 45 (*Payment mechanics*).

(i) Additional security

This guarantee and any other security given by a Hedging Guarantor is in addition to and is not in any way prejudiced by, and shall not prejudice, any other guarantee or security or any other right of recourse now or subsequently held by any Finance Party or any right of set-off or netting or right to combine accounts in connection with the Finance Documents.

(j) Applicability of provisions of Hedging Guarantee to other security

Clause 32.6(b) (*Continuing guarantee*), 32.6(c) (*Reinstatement*), clause 32.6(d) (*Waiver of defences*), clause 32.6(f) (*Immediate recourse*), clause 32.6(g) (*Appropriations*), clause 32.6(h) (*Deferral of Hedging Guarantors' rights*) and clause 32.6(i) (*Additional security*) shall apply, with any necessary modifications, to any security which a Hedging Guarantor creates (whether at the time at which it signs this Agreement or at any later time) to secure any or all amounts owing by any Obligor under the Finance Documents or any part of them.

### 33 Events of Default

Each of the events or circumstances set out in this clause 33 (except clause 33.21 (*Acceleration*)) is an Event of Default.

#### 33.1 Non-payment

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused by administrative or technical error or by a Disruption Event; and
- (b) payment is made in full within 5 Business Days of its due date.

### 33.2 Hedging Contracts

An Event of Default or Potential Event of Default in respect of a Borrower (in each case as defined in any Hedging Master Agreement) has occurred and is continuing under any Hedging Contract.

### 33.3 Financial covenants; ECA Cover; Sanctions

- (a) The Obligors do not comply with clause 22 (*Financial covenants*) or clause 28.13 (*Security shortfall*).
- (b) The Obligors do not comply with clause 23.14 (*ECA requirements*) or clause 23.15 (*ECA Policy protection*).
- (c) The Obligors do not comply with clause 23.13 (*Sanctions*) or any of paragraphs (b), (c) or (d) of clause 26.16 (*Lawful use*).

### 33.4 Insurance

- (a) The Insurances of a Mortgaged Ship are not placed and kept in force in the manner required by clause 27 (*Insurance*).
- (b) Any insurer either:
  - (i) cancels any such Insurances; or
  - (ii) disclaims liability under them or asserts that its liability under them is or should be reduced by reason of any misstatement or failure or default by any person,

unless such Insurances have been replaced (on terms compliant with the requirements of clause 27 (*Insurance*)) by the Borrowers or the Parent with effect from the date of occurrence of the relevant circumstances under paragraphs (i) or (ii) above as applicable.

### 33.5 Other obligations

- (a) An Obligor or Manager does not comply with any provision of the Finance Documents (other than those referred to in clause 33.1 (*Non-payment*), clause 33.2 (*Hedging Contracts*), clause 33.3 (*Financial covenants; ECA Cover; Sanctions*), clause 33.4 (*Insurance*) or any other provision of this clause 33).
- (b) No Event of Default under paragraph (a) above will occur if the Agent considers that the failure to comply is capable of remedy and the failure is remedied within fifteen (15) Business Days of the earlier of (A) the Agent giving notice to the Borrowers and (B) any of the Borrowers or any other Obligor or Manager becoming aware of the failure to comply.
- (c) No Event of Default will occur under this clause 33.5 by reason only of an Obligor's failure to comply with a Green Loan Provision.

### 33.6 Misrepresentation

- (a) Any representation or statement made or deemed to be made by an Obligor or Manager in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document or any ECA Policy is or proves to have been incorrect or misleading in any material respect when made or deemed to be made, unless (in the case of any misrepresentation other than one under clauses 20.23 (*Security and Financial Indebtedness*) or 20.34 (*Sanctions*)) the circumstances giving rise to the misrepresentation are capable of remedy and are remedied within 5 Business Days of the Agent giving notice to the Obligors to do so.
- (b) Any representation or statement made or deemed to be made by an Obligor under clause 20.23 (*Security and Financial Indebtedness*) is or proves to have been incorrect or



misleading in any material respect when made or when deemed to be made, unless the Agent considers that the circumstances giving rise to the misrepresentation are capable of remedy and are so remedied within fifteen (15) Business Days of the earlier of (A) the Agent giving notice to the Borrowers and (B) any of the Borrowers or any other Obligor becoming aware of the misrepresentation.

- (c) No Event of Default will occur under this Clause 33.6 to the extent that the representation or statement is included in any Green Loan Provisions and concerns, or the document consists of, Green Loan Information.

### **33.7 Cross default**

- (a) Any Financial Indebtedness of any Obligor is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor of any Obligor as a result of an event of default (however described).
- (d) The counterparty to a Treasury Transaction entered into by any Obligor becomes entitled to terminate that Treasury Transaction early by reason of an event of default (however described).
- (e) Any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of that Obligor due and payable prior to its specified maturity as a result of an event of default (however described).
- (f) No Event of Default will occur under paragraphs (a) to (e) above if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (e) above is less than €10,000,000 (or its equivalent in any other currency or currencies).

### **33.8 Insolvency**

- (a) An Obligor:
  - (i) is unable or admits inability to pay its debts as they fall due;
  - (ii) is deemed to, or is declared to, be unable to pay its debts under applicable law;
  - (iii) suspends or threatens to suspend making payments on any of its debts; or
  - (iv) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.
- (b) The value of the assets of any Obligor is less than its liabilities (taking into account contingent and prospective liabilities).
- (c) A moratorium is declared in respect of any indebtedness of any Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

### **33.9 Insolvency proceedings**

- (a) Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor;
- (ii) a composition, compromise, assignment or arrangement with any creditor of any Obligor;
- (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Obligor or any of its assets (including the directors of any Obligor requesting a person to appoint any such officer in relation to it or any of its assets); or
- (iv) enforcement of any Security Interest over any assets of any Obligor,

or any analogous procedure or step is taken in any jurisdiction.

- (b) Paragraph (a) above shall not apply to any winding-up petition (or analogous procedure or step) which is frivolous or vexatious and is discharged, stayed or dismissed within thirty (30) days of commencement or, if earlier, the date on which it is advertised.

### **33.10 Creditors' process**

- (a) Any expropriation, attachment, sequestration, distress, execution or any other analogous process or enforcement action (including enforcement by a landlord) affects any asset or assets of any Obligor for an amount in excess of €10,000,000 (or its equivalent in any other currency or currencies) and is not discharged within thirty (30) days.
- (b) Any judgment or order for an amount in excess of €10,000,000 (or its equivalent in any other currency or currencies) is made against any Obligor and is not stayed or complied with within thirty (30) days.

### **33.11 Unlawfulness and invalidity**

- (a) It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Transaction Security ceases to be effective.
- (b) Any obligation or obligations of any Obligor under any Finance Documents are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.
- (c) Any Finance Document or any Transaction Security ceases to be in full force and effect or ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than a Finance Party) to be ineffective for any reason.
- (d) Any Security Document does not create legal, valid, binding and enforceable security over the assets charged under that Security Document or the ranking or priority of such security is adversely affected.

### **33.12 Cessation of business**

Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business except in the case of a Borrower as a result of the sale or Total Loss of its Ship and provided that the terms of clause 8.8 (*Sale or Total Loss*) and if applicable clause 8.12 (*Release*) have been complied with.

### **33.13 Initial Bareboat Charters and Initial Charters**

- (a) Except with approval, any of the following events happens in respect of an Initial Bareboat Charter of a Mortgaged Ship:

- (i) the Initial Bareboat Charter of any Mortgaged Ship is cancelled or rescinded or (except as a result of the relevant Mortgaged Ship being a Total Loss) frustrated; or
- (ii) any Mortgaged Ship is withdrawn from service under the relevant Initial Bareboat Charter or the relevant Initial Bareboat Charter is terminated for any reason whatsoever, in each case before the time that such Bareboat Charter was scheduled to expire,

unless at that time no Initial Charter is valid and effective in respect of that Mortgaged Ship (but without prejudice and subject to the provisions of paragraph (b) below).

(b) Except with approval, any of the following events happens in respect of any Initial Charter for a Mortgaged Ship:

- (i) an Initial Charter of any Mortgaged Ship is cancelled or rescinded (whether before or after the time it was due to commence) or (except as a result of the relevant Mortgaged Ship being a Total Loss) frustrated (in each case, other than as a result of a wilful repudiation, termination or rescission by the Bareboat Charterer); or
- (ii) any Mortgaged Ship is withdrawn from service under any relevant Initial Charter or any relevant Initial Charter is terminated for any reason whatsoever, in each case before the time that such Initial Charter was scheduled to expire (other than as a result of a wilful repudiation, termination or rescission by the Bareboat Charterer),

unless such Initial Charter for the relevant Mortgaged Ship is replaced with another charter commitment or charter commitments on market terms and based on what is reasonably achievable in the given circumstances (each, for the purposes of this paragraph (b), a **Replacement Initial Charter**) within 12 months with the effect that the timeline and particulars of employment for the relevant Mortgaged Ship delivered by the Borrowers to the Agent as described in Schedule 2 (*Ship information*) continue (as updated) to provide for a minimum aggregate fixed hire period or total employment or service of at least 16 months over the course of a maximum period of 30 months from Delivery of that Mortgaged Ship, with deliveries or commissioning of the Mortgaged Ship under Initial Charters which allow for fulfilment of all such Initial Charters within 30 months from Delivery (to the satisfaction of the Majority Lenders and the ECAs acting reasonably). Any Replacement Initial Charter entered into in accordance with this paragraph (b) shall be an Initial Charter for the purposes of the Finance Documents. Any termination fee or other compensation paid to the relevant Bareboat Charterer or Owner by the relevant Charterer in respect of such cancelled, rescinded or terminated Initial Charter shall count proportionally towards the calculation of the 16 months period and, for the purpose of applying such termination fee or other compensation towards such calculation, it shall be equal to the Termination Fee Equivalent Hire Period.

(c) Except with approval, any of the following events happens in respect of any Initial Charter for a Mortgaged Ship:

- (i) an Initial Charter of any Mortgaged Ship is cancelled or rescinded (whether before or after the time it was due to commence) as a result of a wilful repudiation, termination or rescission by the Bareboat Charterer; or
- (ii) any Mortgaged Ship is withdrawn from service under any relevant Initial Charter or any relevant Initial Charter is terminated for any reason whatsoever, in each case as a result of a wilful repudiation, termination or rescission by the Bareboat Charterer and before the time that such Initial Charter was scheduled to expire,

unless such Initial Charter for the relevant Mortgaged Ship is replaced with another charter commitment or charter commitments on substantially the same (or better) terms (each, for the purposes of this paragraph (c), a **Replacement Initial Charter**) within 12 months with the effect that the timeline and particulars of employment for the relevant Mortgaged Ship delivered by the Borrowers to the Agent as described in Schedule 2 (*Ship information*)

continue (as updated) to provide for a minimum aggregate fixed hire period or total employment or service of at least 16 months over the course of a maximum period of 30 months from Delivery of that Mortgaged Ship, with deliveries or commissioning of the Mortgaged Ship under Initial Charters which allow for fulfilment of all such Initial Charters within 30 months from Delivery (to the satisfaction of the Majority Lenders and the ECAs acting reasonably). Any Replacement Initial Charter entered into in accordance with this paragraph (c) shall be an Initial Charter for the purposes of the Finance Documents.

### **33.14 Expropriation**

The authority or ability of any Obligor to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets.

### **33.15 Repudiation and rescission of Finance Documents**

An Obligor rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or any of the Transaction Security or evidences an intention to rescind or repudiate a Finance Document or any Transaction Security.

### **33.16 Litigation**

Either:

- (a) any litigation, alternative dispute resolution, arbitration or administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened; or
- (b) any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body is made,

in relation to any Transaction Document or the transactions contemplated in the any Transaction Document or against any Obligor or any of its assets, rights or revenues which is reasonably likely to have a Material Adverse Effect.

### **33.17 Material Adverse Effect**

Any event or circumstance (including any Environmental Incident or any change of law) occurs which has, or is reasonably likely to have, a Material Adverse Effect.

### **33.18 Arrest of Ship**

Any Mortgaged Ship is arrested, confiscated, seized, taken in execution, impounded, forfeited, detained in exercise or purported exercise of any possessory lien or other claim and the relevant Owner fails to procure the release of such Mortgaged Ship within a period of 30 Business Days thereafter (or such longer period as may be approved) unless within such 30 Business Day Period the Borrowers prepay in full the Advance relating to that Ship and pay interest thereon together with all other amounts owing to the Finance Parties under the Finance Documents together with such prepayment.

### **33.19 Ship registration**

Except with approval by the Majority Lenders and the ECAs, the registration of any Mortgaged Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if such Ship is only provisionally registered on the date of its Mortgage, such Ship is not permanently registered under such laws within 90 days of such date.

### **33.20 Political risk**

- (a) Either (1) the Flag State of any Mortgaged Ship or any Relevant Jurisdiction of an Obligor becomes involved in hostilities or civil war or (2) there is a seizure of power in the Flag State or any such Relevant Jurisdiction by unconstitutional means and such event or circumstance, has or is reasonably likely to have, a Material Adverse Effect.
- (b) No Event of Default under paragraph (a) above will occur if:
  - (i) in the opinion of the Agent it is practicable for action to be taken by the Borrowers to prevent the relevant event or circumstance having a Material Adverse Effect; and
  - (ii) the Borrowers take such action to the Agent's satisfaction within 14 days of notice from the Agent (specifying the relevant action to be taken) to do so.

### **33.21 Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders and the ECAs:

- (a) by notice to the Borrowers:
  - (i) declare that no withdrawals be made from any Account; and/or
  - (ii) cancel the Available Commitments of all the Lenders and/ or each Ancillary Commitment at which time they shall immediately be cancelled, and/or they shall immediately cease to be available for further utilisation; and/or
  - (iii) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or
  - (iv) declare that all or part of the Loans be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or
  - (v) declare all or any part of the amounts (or cash cover in relation to those amounts) outstanding under the Ancillary Facilities to be immediately due and payable, at which time they shall become immediately due and payable; and/or
  - (vi) declare that all or any part of the amounts (or cash cover in relation to those amounts) outstanding under the Ancillary Facilities be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or
- (b) exercise or direct the Security Agent and/or any other beneficiary of the Security Documents to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

### **34 Position of Hedging Providers**

#### **34.1 Rights of Hedging Providers**

- (a) Each Hedging Provider is a Finance Party and, as such, will be entitled to share in the Transaction Security in respect of any liabilities of the Borrowers under the Hedging Contracts with such Hedging Provider in the manner and to the extent contemplated by the Finance Documents.
- (b) The Original Hedging Providers shall have the right of first refusal on any future Hedging Contracts in relation to the Ships or the Facility.

### 34.2 Voting rights

No Hedging Provider shall be entitled to vote on any matter where a decision of the Lenders alone is required under this Agreement, whether before or after the termination or close out of the Hedging Contracts with such Hedging Provider, provided that each Hedging Provider shall be entitled to vote on any matter where a decision of all the Finance Parties is expressly required.

### 34.3 Acceleration and enforcement of security

Neither the Agent nor the Security Agent or any other beneficiary of the Security Documents shall be obliged, in connection with any action taken or proposed to be taken under or pursuant to clause 33 (*Events of Default*) or pursuant to the other Finance Documents, to have any regard to the requirements or interests of any Hedging Provider except to the extent that the relevant Hedging Provider is also a Lender.

### 34.4 Close out of Hedging Contracts

- (a) The Parties agree that at any time on and after any Event of Default the Agent (acting on the instructions of the Majority Lenders) shall be entitled, by notice in writing to a Hedging Provider, to instruct such Hedging Provider to terminate and close out any Hedging Transactions (or part thereof) with the relevant Hedging Provider. The relevant Hedging Provider will (and shall be entitled to) terminate and close out the relevant Hedging Transactions (or parts thereof) and/or the relevant Hedging Contracts in accordance with such notice immediately upon receipt of such notice.
- (b) No Hedging Provider shall be entitled to terminate or close out any Hedging Contract or any Hedging Transaction under it prior to its stated maturity except:
  - (i) in accordance with a notice served by the Agent under paragraph (a) above; or
  - (ii) if the Borrowers have not paid amounts due under the Hedging Contract and such amounts remain unpaid for a period of 5 Business Days after the due date for payment and the Agent (acting on the instructions of the Majority Lenders) consents to such termination or close out; or
  - (iii) to comply with clause 32.3 (*Unwinding of Hedging Contracts*); or
  - (iv) if the Hedging Provider ceases to be a Lender; or
  - (v) any of the events set out in clause 33.8 (*Insolvency*) or clause 33.9 (*Insolvency process*) occurs in relation to any Borrower; or
  - (vi) if the Agent takes any action under clause 33.21 (*Acceleration*); or
  - (vii) if the Available Commitments of all the Lenders have been cancelled (or otherwise cease to be available), the Advances, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents (other than amounts outstanding under the Hedging Contracts) have been repaid by the Borrowers in full and the Facility has ceased to be available for further utilisation.
- (c) If there is a net amount payable to any Borrower under a Hedging Transaction or a Hedging Contract upon its termination and close out, the relevant Hedging Provider shall forthwith pay that net amount (together with interest earned on such amount) to the Agent for application in accordance with clause 40.1 (*Order of application*).
- (d) No Hedging Provider (in any capacity) shall set-off any such net amount against or exercise any right of combination in respect of any other claim it has against a Borrower.

## Section 9 - Changes to Parties

### 35 Changes to the Lenders

#### 35.1 Assignments by the Lenders

Subject to this clause 35, a Lender (the **Existing Lender**) may assign any of its rights under any Finance Document to any of the following persons (the **New Lender**):

- (a) to another bank or financial institution or any ECA; and
- (b) following the occurrence of an Event of Default under clause 33.1 (*Non-Payment*), paragraph (c) of clause 33.3 (*Financial covenants; ECA Cover; Sanctions*), clause 33.8 (*Insolvency*) or clause 33.9 (*Insolvency proceedings*) that is continuing, also to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets, or to any insurance or reinsurance company, or to any other person.

#### 35.2 Borrower consultation; ECA approval; Hedging Providers

- (a) An Existing Lender must consult with the Borrowers and the ECAs for no more than 10 days (and for the avoidance of doubt there shall be no obligation to obtain the Borrowers' consent) before it may make an assignment under clause 35.1 (*Assignments by the Lenders*) unless the assignment is:
  - (i) to another Lender or to an ECA or to an Affiliate of any Lender or an ECA;
  - (ii) to a fund which is a Related Fund of that Existing Lender; or
  - (iii) made at a time when an Event of Default is continuing.
- (b) The consent of the relevant ECA is required for an assignment by an ECA Lender of any part of its Sinasure Insured Commitment or its Eksfin Guaranteed Commitment (as applicable) or its participation in any Sinasure Insured Advance or Eksfin Guaranteed Advance (as applicable).
- (c) An Existing Lender who is also a Hedging Provider may not assign all of its Commitment and participation in the Facility unless at the same time it uses reasonable endeavours to procure that such Hedging Provider also assigns and transfers all of its rights and obligations under all Hedging Contracts and all Hedging Master Agreements to which it is a party to another Hedging Provider who is also a Lender (or will be the proposed New Lender in connection with the proposed assignment of the Commitment and/or participation of such Existing Lender).
- (d) The Borrowers shall procure that the provisions of paragraph (c) are complied with in the event that the relevant Existing Lender is a Lender being replaced pursuant to the provisions of clause 8.7 (*Replacement of Lender*).

#### 35.3 Other conditions of assignment

- (a) An assignment will only be effective:
  - (i) on receipt by the Agent of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the Borrowers and the other Finance Parties as it would have been under if it had been an Original Lender;
  - (ii) on the Existing Lender and the New Lender entering into any documentation required for the New Lender to accede as a party to any Security Document to which

the Existing Lender is a party in its capacity as a Lender and/or (if it will no longer have an Available Commitment or participation in the Facility) to remove the Existing Lender as a party to and/or beneficiary of any such Security Document and, in relation to such Security Documents, completing any filing, registration or notice requirements;

- (iii) on the performance by the Agent of all necessary “know your customer” or similar checks under all applicable laws and regulations relating to any person that it is required to carry out in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender;
  - (iv) if that Existing Lender assigns equal fractions of its Commitment and participation in each Advance and each Utilisation (if any) under the Facilities; and
  - (v) if the total amount of participation and Commitment of the Existing Lender being assigned is not less than €1,000,000.
- (b) Each New Lender, by executing the relevant Transfer Certificate, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with the Finance Documents on or prior to the date on which the assignment becomes effective in accordance with the Finance Documents and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

#### **35.4 Processing fee**

The New Lender (save for any ECA in respect of an assignment to it) shall, on the date upon which an assignment takes effect, pay to the Agent (for its own account) a fee of €5,000.

#### **35.5 Processing expenses**

The New Lender shall, in addition to any fee payable under clause 35.4 (*Processing fee*), promptly on demand, pay the Agent the amount of:

- (a) all costs and expenses (including legal fees) reasonably incurred by the Agent or the Security Agent in connection with any such assignment; and
- (b) any cost, loss or liability the Agent or the Security Agent incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any such assignment.

#### **35.6 Transfer costs and expenses relating to security**

The New Lender shall, promptly on demand, pay the Agent and the Security Agent the amount of:

- (a) all costs and expenses (including legal fees) reasonably incurred by the Agent or the Security Agent to facilitate the accession by the New Lender to, or assignment or transfer to the New Lender of, any Security Document granted in favour of (among others) the Lenders and/or the benefit of any such Security Document and any appropriate registration of any such accession or assignment or transfer; and
- (b) any cost, loss or liability the Agent or the Security Agent incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any such accession, assignment or transfer.

#### **35.7 Limitation of responsibility of Existing Lenders**

- (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:



- (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents, the Transaction Security or any other documents;
- (ii) the financial condition of any Obligor;
- (iii) the application of any Basel Regulation to the transactions contemplated by the Finance Documents;
- (iv) the performance and observance by any Obligor or any other person of its obligations under the Finance Documents or any other documents; or
- (v) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:

- (i) has made (and shall continue to make) its own independent investigation and assessment of:
  - (A) the financial condition and affairs of the Obligors and their related entities in connection with its participation in this Agreement; and
  - (B) the application of any Basel Regulation to the transactions contemplated by the Finance Documents;
- (ii) will continue to make its own independent appraisal of the application of any Basel Regulation to the transactions contemplated by the Finance Documents;
- (iii) has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Transaction Document or the Transaction Security; and
- (iv) will continue to make its own independent appraisal of the creditworthiness of each Obligor, each ECA and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

(c) Nothing in any Finance Document obliges an Existing Lender to:

- (i) accept a re-assignment from a New Lender of any of the rights assigned under this clause 35; or
- (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under any Transaction Document or by reason of the application of any Basel Regulation to the transactions contemplated by the Transaction Documents or otherwise.

### **35.8 Procedure available for assignment**

- (a) Subject to the conditions set out in clause 35.2 (*Borrower consultation; ECA approval; Hedging Providers*) and clause 35.3 (*Other conditions of assignment*) an assignment may be effected in accordance with paragraph (d) below when (a) the Agent executes an otherwise duly completed Transfer Certificate and (b) the Agent executes any document required under paragraph (a) of clause 35.3 (*Other conditions of assignment*) which it may be necessary for it to execute in each case delivered to it by the Existing Lender and the New Lender duly executed by them and, in the case of any such other document, any other relevant person. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable (and in any event within 5 Business Days) after receipt by it of a Transfer Certificate and any such other document each duly completed, appearing on its face to

comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate and such other document.

- (b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.
- (c) The Obligors who are Parties and the other Finance Parties irrevocably authorise the Agent to execute any Transfer Certificate on their behalf without any consultation with them.
- (d) Subject to clause 35.12 (*Transfer to an ECA*), on the Transfer Date:
  - (i) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Transfer Certificate;
  - (ii) the Existing Lender will be released by each Obligor and the other Finance Parties from the obligations owed by it (the **Relevant Obligations**) and expressed to be the subject of the release in the Transfer Certificate (but the obligations owed by the Obligors under the Finance Documents shall not be released); and
  - (iii) the New Lender shall become a Party as a “Lender” and will be bound by obligations equivalent to the Relevant Obligations.
- (e) Lenders may utilise procedures other than those set out in this clause 35.8 to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with this clause 35.8 to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in clause 35.2 (*Borrower consultation; ECA approval; Hedging Providers*) and clause 35.3 (*Other conditions of assignment*).

### 35.9 Copy of Transfer Certificate to Borrowers

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate and any other document required under paragraph (a) of clause 35.3 (*Other conditions of assignment*), send a copy of that Transfer Certificate and such other documents to the Borrowers.

### 35.10 Security over Lenders’ rights

- (a) In addition to the other rights provided to Lenders under this clause 35, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create a Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document (provided that the consent of the relevant ECA shall be required for any Security Interest granted in relation to an ECA Lender’s rights under an ECA Advance) to secure obligations of that Lender including, without limitation:
  - (i) any charge, assignment or other Security Interest to secure obligations to a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank);
  - (ii) any assignment to a special purpose vehicle set up by a Lender or Affiliate of any Lender where a charge, assignment or other Security Interest is to be created over securities issued by such special purpose vehicle in favour of a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank); and
  - (iii) any charge, assignment or other Security Interest granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or other Security Interest shall:

- (i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or other Security Interest for the Lender as a party to any of the Finance Documents; or
  - (ii) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.
- (b) Notwithstanding any provision to the contrary, upon the enforcement of any charge, assignment or other Security referenced under paragraph (a) above, the beneficiary thereof (the *Beneficiary*) shall deliver notice of that enforcement to the Agent, such notice which shall take effect in accordance with its terms, and the Beneficiary shall, upon completion of the conditions referenced in paragraph (a)(ii) of Clause 35.3 (*Other conditions of assignment*) become a Party as a New Lender in respect of the rights which are subject to that charge, assignment or Security.
- (c) The Borrowers undertake to comply with all necessary formalities, if any, and take all steps necessary in order to ensure the enforceability, recognition or priority of the assignment, charge, pledge or Security granted over any Lender's rights under or pursuant to this Clause 35.10 and (as applicable) the enforcement thereof.

### 35.11 Pro rata interest settlement

- (a) In respect of any assignment pursuant to clause 35.8 (*Procedure for assignment*) the Transfer Date of which, in each case, is not on the last day of an Interest Period:
- (i) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date (**Accrued Amounts**) and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than six months, on the next of the dates which falls at six monthly intervals after the first day of that Interest Period); and
  - (ii) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts so that, for the avoidance of doubt:
    - (A) when the Accrued Amounts become payable, those Accrued Amounts will be payable for the account of the Existing Lender; and
    - (B) the amount payable to the New Lender on that date will be the amount which would, but for the application of this clause 35.11, have been payable to it on that date, but after deduction of the Accrued Amounts.
- (b) In this clause references to Interest Period shall be construed to include a reference to any other period for accrual of fees.
- (c) For the avoidance of doubt, either ECA may, at its sole discretion, reinsure its obligations under its ECA Policy in whole or in part.

### 35.12 Transfer to an ECA

- (a) If an ECA Lender receives a payment from an ECA under any ECA Policy in respect of its participation in an ECA Advance, then, to the extent that it is required to do so by the relevant ECA pursuant to the terms of the relevant ECA Policy, that ECA Lender shall, at the cost of the Borrowers and without the Borrowers' consent, assign to such ECA (or to a third party nominated by such ECA) a part of its participation in the relevant ECA Advance equal to the amount paid to it by such ECA (but the assignment shall not limit the rights of that ECA

Lender to recover any remaining part of its participation in that ECA Advance or of any other moneys owing to it). Provided however that if the relevant ECA makes any payment to the relevant ECA Lenders under the relevant ECA Policy:

- (i) the obligations of the Obligors and the Finance Parties (and of any of them) under this Agreement and each of the Finance Documents shall not be discharged nor affected in any way;
  - (ii) the ECA shall be subrogated to the respective rights of the relevant ECA Lenders (to the extent of such payment) against the Obligors and the Finance Parties;
  - (iii) the ECA shall be entitled to the extent of such payment to exercise the respective rights of the relevant ECA Lenders (whether present or future) against the Obligors and the Finance Parties (and against any of them) pursuant to this Agreement and the Finance Documents or any relevant laws and/or regulations unless and until such payment and the interest accrued thereon are fully reimbursed to the ECA; and
  - (iv) with respect to the obligations of the Obligors owed to the Finance Parties under the Finance Documents (or any of them) and, to the extent of such payment, such obligations shall additionally be owed to the ECA by way of subrogation of the rights of the Finance Parties.
- (b) Each of the ECA Lenders agrees that as soon as all moneys due under an ECA Policy have been finally paid in full by the relevant ECA then each of the relevant ECA Lenders shall promptly transfer:
- (i) in the case of a Sinosure Insurance Policy, 90 per cent. of their respective Sinosure Insured Commitments, participations and other rights relating to that Sinosure Insurance Policy;
  - (ii) in the case of an Eksfin Guarantee, 100 per cent. of their respective Eksfin Guaranteed Commitments, participations and other rights relating to that Eksfin Guarantee,

in proportion to and in accordance with the schedule of payments made by the ECA under the relevant ECA Policy whereupon the ECA shall, upon receipt by the Agent of a duly completed Transfer Certificate, and modified to the extent agreed between the Finance Parties and the ECA for consistency with the terms and conditions of the ECA Policy, be a transferee and as such shall be entitled to the rights and benefits of those ECA Lenders under the Finance Documents to the extent of its participation. Notwithstanding any provisions to the contrary in any Finance Document, the Borrowers consent to such assignment and transfer.

- (c) The Borrowers shall indemnify the relevant ECA in respect of any costs or expenses (including legal fees) suffered or incurred by that ECA in connection with the transfer referred to hereinabove or in connection with any review by the ECA of any Default or dispute between the Borrowers and any of the Finance Parties occurring prior to the transfer referred to hereinabove.

### 35.13 Eksfin Transfer

- (a) If, at any time during the Facility Period, any portion of an Eksfin Guaranteed Advance is assigned and/or transferred to and assumed by Eksfin, whether by way of subrogation, assignment, transfer or otherwise, the rate of interest payable by the Borrowers to Eksfin on that portion of the Eksfin Guaranteed Advance shall, from such time, be equal to the aggregate of (i) the rate of interest agreed in this Agreement as payable by the Borrowers on the Eksfin Guaranteed Advances, and (ii) an additional interest rate of one point one five per cent. (1.15%) per annum or one point two zero per cent. (1.20%) per annum, as the case may be (the **Amended Interest Rate**).

- (b) If, at any time thereafter, Eksfin transfers its portion of the relevant Eksfin Guaranteed Advance to any other party, the rate of interest payable by the Borrowers to that relevant party on that portion of the Eksfin Guaranteed Advance shall, from such time, be equal to the Amended Interest Rate.
- (c) Following any such transfer or assignment to Eksfin, Eksfin is entitled to further assign or transfer its rights to any third party, without the prior consent of the Obligors and/or the Finance Parties.

#### **35.14 Accession of Hedging Providers to this Agreement**

Any Party (other than an Original Lender) which becomes a Lender after the date of this Agreement with a Commitment which represents at least 5 per cent of the Total Commitments at the time it becomes a Lender shall, at the same time, become a Party to this Agreement as a Hedging Provider.

### **36 Changes to the Obligors**

#### **36.1 Assignment and transfers by Obligors**

Except with the prior written consent of all the Lenders and the ECAs, no Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

#### **36.2 Prohibition on Debt Purchase Transactions by the Group**

The Obligors shall not, and the Parent shall procure that each Group Member shall not, enter into any Debt Purchase Transaction or be a Lender or beneficially own all or any part of the share capital of a company that is or is to be a Lender or a party to a Debt Purchase Transaction of the type referred to in the definition of Debt Purchase Transaction.

#### **36.3 Disenfranchisement of Debt Purchase Transactions entered into by Parent Affiliates**

- (a) For so long as a Parent Affiliate (i) beneficially owns a Commitment or (ii) has entered into a sub-participation agreement relating to a Commitment or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated:
  - (i) in ascertaining the Majority Lenders or whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments or any agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents, such Commitment shall be deemed to be zero; and
  - (ii) for the purposes of clause 51.2 (*All Lender matters*), such Parent Affiliate or the person with whom it has entered into such sub-participation, other agreement or arrangement shall be deemed not to be a Lender for the purpose of paragraph (i) above (unless, in the case of a person not being a Parent Affiliate, it is a Lender by virtue otherwise than by beneficially owning the relevant Commitment).
- (b) Each Lender shall, unless such Debt Purchase Transaction is an assignment or transfer, promptly notify the Agent in writing if it knowingly enters into a Debt Purchase Transaction with a Parent Affiliate (a **Notifiable Debt Purchase Transaction**), such notification to be substantially in the form set out in Part 1 of Schedule 12 (*Forms of Notifiable Debt Purchase Transaction Notice*).
- (c) No Lender shall knowingly enter into any Notifiable Finance Purchase Transaction unless such Notifiable Finance Purchase Transaction relates to the entirety of its Commitment in the Facility.

(d) A Lender shall promptly notify the Agent if a Notifiable Debt Purchase Transaction to which it is a party:

- (i) is terminated; or
- (ii) ceases to be with a Parent Affiliate,

such notification to be substantially in the form set out in Part 2 of Schedule 12 (*Forms of Notifiable Debt Purchase Transaction Notice*).

(e) Each Parent Affiliate that is a Lender agrees that:

- (i) in relation to any meeting or conference call to which all the Lenders are invited to attend or participate, it shall not attend or participate in the same if so requested by the Agent or, unless the Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and
- (ii) in its capacity as Lender, unless the Agent otherwise agrees, it shall not be entitled to receive any report or other document prepared at the behest of, or on the instructions of or addressed to, the Agent or one or more of the Lenders. For the avoidance of doubt the only information the Lender is entitled to receive are operational notices for that Lender in connection with their Commitment.

### **36.4 Parent Affiliates' notification to other Lenders of Debt Purchase Transactions**

Any Parent Affiliate which is or becomes a Lender and which enters into a Debt Purchase Transaction as a purchaser or a participant shall, by 5.00 pm on the Business Day following the day on which it entered into the Debt Purchase Transaction, notify the Agent of the extent of the Commitment(s) or amount outstanding to which that Debt Purchase Transaction relates. The Agent shall promptly disclose such information to the Lenders.

### **36.5 Additional Guarantors**

- (a) Subject to compliance with the provisions of paragraph (c) of clause 21.13 ("*Know your customer*" checks), the Parent may request that any of its Subsidiaries becomes an Additional Guarantor (1) for the purposes of clause 25.8(b) or (c) (*Chartering*) where there is a change of Bareboat Charterer of a Ship and the proposed Bareboat Charterer of that Ship is not already a Guarantor or (2) for the purposes of a transfer of shares in a Borrower to an Approved Shareholder such that such change does not constitute or result in a Change of Control. That Subsidiary shall become an Additional Guarantor if:
  - (i) it is a direct or indirect (and wholly-owned unless it is to be a Bareboat Charterer under a JV Bareboat Charter for that Ship) Subsidiary of the Parent;
  - (ii) it is incorporated, registered or formed in the same jurisdiction as the Parent, any EEA Member Country, the United States of America or such other jurisdiction as approved by the Lenders and the ECAs;
  - (iii) the Parent and that Subsidiary deliver to the Agent a duly completed and executed Accession Deed (at the cost and expense of the Borrowers);
  - (iv) the Agent has received all of the documents and other evidence listed in Part 6 of Schedule 3 (*Conditions precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Agent and at the cost and expense of the Borrowers;
  - (v) the Parties have entered into such other amendments and documents (including any amendment to this Agreement and to any of the other Finance documents, including additional Security Interests where required) as the Finance Parties may require in respect of the above matters (at the cost and expense of the Borrowers); and

- (vi) the entry by the Parties into any of the above documents does not otherwise constitute a Default nor would otherwise cause or result in a Default (and the Parent confirms the same in writing to the Agent).
- (b) The Agent shall notify the Parent, the Lenders and the ECAs promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part 6 of Schedule 3 (*Conditions precedent*) and those listed in any of the preceding paragraphs of this clause 36.5 in each case in respect of an Additional Guarantor.
- (c) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (b) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.
- (d) With effect on the date of delivery of the duly executed Accession Deed to the Agent and the Security Agent in respect of an Additional Guarantor (the **Relevant Additional Guarantor**) and provided that on or before such date the Agent has given the notification described in paragraph (b) above in respect of the Relevant Additional Guarantor:
  - (i) the Parties hereby agree and confirm that the Relevant Additional Guarantor will be made an additional party to this Agreement, as joint and several guarantor with the Guarantors as at the date of this Agreement (the **Original Guarantors**) and any other Additional Guarantor previously made a guarantor under this Agreement pursuant to this clause 36.7 (a **Previously Acceded Additional Guarantor**), and this Agreement shall henceforth be construed and treated in all respects as if references therein to “Guarantors” included references to the Relevant Additional Guarantor in addition to the Original Guarantors and any Previously Acceded Additional Guarantor.
  - (ii) the Parties hereby agree and confirm that the Relevant Additional Guarantor will be bound by the terms of this Agreement as if it had all times been named therein as Guarantor;
  - (iii) the Relevant Additional Guarantor agrees that it will duly and punctually perform all the liabilities and obligations whatsoever from time to time to be performed or discharged by the Original Guarantors and any Previously Acceded Additional Guarantor under this Agreement (and for which the Original Guarantors, any Previously Acceded Additional Guarantor and the Relevant Additional Guarantor hereby agree to be jointly and severally liable); and
  - (iv) without prejudice to the generality of paragraphs (ii) and (iii) above, the Relevant Additional Guarantor agrees that it will be a guarantor under the Guarantee in respect of the full amount of the Loans, interest thereon and all other sums which may be or become due to the Finance Parties pursuant to any of the Finance Documents.

### **36.6 Repetition of Representations**

Delivery of an Accession Deed in respect of an Additional Guarantor constitutes confirmation by that Additional Guarantor that the representations and warranties referred to in paragraph (d) of clause 20.38 (*Times when representations made*) are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

## Section 10 - The Finance Parties

### 37 Roles of Agent, Security Agent, ECA Agent, Arranger and Green Loan Advisor

#### 37.1 Appointment of the Agent and Security Agent

Each other Finance Party (other than the Security Agent) appoints:

- (a) the Agent to act as its agent under and in connection with the Finance Documents and each ECA Policy and as its agent and as trustee under the Security Documents;
- (b) the Security Agent to act as its agent and as trustee under the Finance Documents to which it is or is intended to be a party; and
- (c) the Security Agent as agent (in Danish: *fuldmægtig and repræsentant*) to receive and hold the Transaction Security under the Security Documents governed by Danish law on behalf of and for the benefit of the Finance Parties and to be entitled to exercise all rights and remedies under and in accordance with such Security Documents in its own name or in the name of any of the Finance Parties and the Security Agent agrees to receive and hold the Transaction Security accordingly. The Security Documents shall be granted by the relevant Obligors to the Security Agent as agent (in Danish: *fuldmægtig and repræsentant*) for the Finance Parties in accordance with Section 18(1), cf. Section 1(2) of the Danish Capital Markets Act (in Danish: *kapitalmarkedsloven*). Each Obligor acknowledges that the Security Agent shall act as agent (in Danish: *fuldmægtig and repræsentant*) for the Finance Parties.

#### 37.2 Security Agent as trustee

The Security Agent declares that it holds the Security Property on trust for itself and the other Finance Parties on the terms contained in this Agreement.

#### 37.3 Authorisation of Agent and Security Agent

Each of the Finance Parties authorises the Agent and the Security Agent:

- (a) to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent or (as the case may be) the Security Agent under or in connection with the Finance Documents and each ECA Policy together with any other incidental rights, powers, authorities and discretions; and
- (b) to execute each of the Security Documents and all other documents that may be approved by the Majority Lenders for execution by it.

#### 37.4 Instructions to Agent and the Security Agent

- (a) The Agent and the Security Agent shall:
  - (i) subject to paragraphs (d) and (e) below, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent or (as the case may be) the Security Agent in accordance with any instructions given to it by:
    - (A) all the Lenders or the Majority Lenders and/or any ECA (as the case may be) if the relevant Finance Document stipulates the matter requires such decision; and
    - (B) in all other cases, the Majority Lenders; and



- (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above (or, if the relevant Finance Document stipulates the matter is a decision for any other Finance Party or group of Finance Parties, in accordance with instructions given to it by that Finance Party or group of Finance Parties).
- (b) The Agent and the Security Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Finance Party or group of Finance Parties or any ECA, from that Finance Party or group of Finance Parties or ECA) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Agent or (as the case may be) the Security Agent may refrain from acting unless and until it receives those instructions or that clarification.
- (c) Save in the case of decisions stipulated to be a matter for any other Finance Party or group of Finance Parties or any ECA under the relevant Finance Document and, unless a contrary indication appears in a Finance Document, any instructions given to the Agent or (as the case may be) the Security Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
- (d) Paragraph (a) above shall not apply:
  - (i) where a contrary indication appears in a Finance Document;
  - (ii) where a Finance Document requires the Agent or the Security Agent to act in a specified manner or to take a specified action;
  - (iii) in respect of any provision which protects the Agent's or the Security Agent's own position in its personal capacity as opposed to its role of the Agent or the Security Agent for the Finance Parties including, without limitation, clauses 37.9 (*No duty to account*) to clause 37.14 (*Exclusion of liability*), clause 37.20 (*Confidentiality*) to clause 38.6 (*Custodians and nominees*) and clauses 38.9 (*Acceptance of title*) to 38.12 (*Disapplication of Trustee Acts*).
- (e) If giving effect to instructions given by any other Finance Party or group of Finance Parties would (in the Agent's or (as the case may be) the Security Agent's opinion) have an effect equivalent to an amendment or waiver which is subject to clause 51 (*Amendments and waivers*), the Agent or (as the case may be) the Security Agent shall not act in accordance with those instructions unless consent to it so acting is obtained from each Party (other than itself) whose consent would have been required in respect of that amendment or waiver.
- (f) The Agent or the Security Agent may refrain from acting in accordance with any instructions of any other Finance Party or group of Finance Parties or any ECA until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability (together with any applicable VAT) which it may incur in complying with those instructions.
- (g) Without prejudice to the provisions of clause 39 (*Enforcement of Transaction Security*) and the remainder of this clause 37, in the absence of instructions, the Agent and the Security Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

### **37.5 Legal or arbitration proceedings**

Neither the Agent nor the Security Agent is not authorised to act on behalf of another Finance Party (without first obtaining that Finance Party's consent) in any legal or arbitration proceedings relating to any Finance Document or ECA Policy. This clause 37.5 shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Transaction Security.

### **37.6 Duties of the Agent and the Security Agent**

- (a) The Agent's and the Security Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (b) Subject to paragraph (c) below, the Agent or (as the case may be) the Security Agent shall promptly
  - (i) (in the case of the Security Agent) forward to the Agent a copy of any document received by the Security Agent from any Obligor under any Finance Document; and
  - (ii) forward to a Party the original or a copy of any document which is delivered to the Agent or (as the case may be) the Security Agent for that Party by any other Party.
- (c) Without prejudice to clause 35.9 (*Copy of Transfer Certificate to Borrowers*), paragraph (b) above shall not apply to any Transfer Certificate.
- (d) Except where a Finance Document specifically provides otherwise, neither the Agent nor the Security Agent is obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) Without prejudice to clause 40.12 (*Notification of prescribed events*), if the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties and the ECAs through the ECA Agent.
- (f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or an Arranger or the Security Agent for their own account) under this Agreement, it shall promptly notify the other Finance Parties and the ECAs through the ECA Agent.
- (g) The Agent and the Security Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

### **37.7 Role of the Arrangers and the Green Loan Advisor**

Except as specifically provided in the Finance Documents, each of the Arrangers and the Green Loan Advisor have no obligations of any kind to any other Party under or in connection with any Finance Document or the transactions contemplated by the Finance Documents.

### **37.8 No fiduciary duties**

Nothing in any Finance Document constitutes the Agent, the Security Agent, the ECA Agent, any Arranger or the Green Loan Advisor as a trustee or fiduciary of any other person except to the extent that the Security Agent acts as trustee for the other Finance Parties pursuant to clause 37.1(c) (*Security Agent as trustee*).

### **37.9 No duty to account**

None of the Agent, the Security Agent, the ECA Agent, any Arranger, the Green Loan Advisor or any Ancillary Lender shall be bound to account to any other Finance Party for any sum or the profit element of any sum received by it for its own account.

### **37.10 Business with the Group**

The Security Agent, the ECA Agent, the Arrangers and each Ancillary Lender may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Obligor or other Group Member or their Affiliates.

### 37.11 Rights and discretions of the Agent and the Security Agent

- (a) The Agent and the Security Agent may:
    - (i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;
    - (ii) assume that:
      - (A) any instructions received by it from the Majority Lenders, any Lenders or other Finance Parties or any group of Lenders or other Finance Parties are duly given in accordance with the terms of the Finance Documents;
      - (B) unless it has received notice of revocation, that those instructions have not been revoked; and
      - (C) in the case of the Security Agent, if it receives any instructions to act in relation to the Transaction Security, that all applicable conditions under the Finance Documents for so acting have been satisfied; and
    - (iii) rely on a certificate from any person:
      - (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
      - (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,  
  
as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.
  - (b) The Agent and the Security Agent may assume (unless it has received notice to the contrary in its capacity as agent or (as the case may be) security trustee for the other Finance Parties) that:
    - (i) no Default has occurred (unless (in the case of the Agent) it has actual knowledge of a Default arising under clause 33.1 (*Non-payment*));
    - (ii) any right, power, authority or discretion vested in any Party or any group of Finance Parties has not been exercised; and
    - (iii) any notice or request made by the Borrowers (other than (in the case of the Agent) a Utilisation Request or Selection Notice) is made on behalf of and with the consent and knowledge of all the Obligors.
  - (c) Each of the Agent and the Security Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts.
  - (d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below each of the Agent and the Security Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to it (and so separate from any lawyers instructed by the Lenders or any other Finance Party) if it, in its reasonable opinion, deems this to be desirable.
  - (e) Each of the Agent and the Security Agent may rely on the advice or services of any lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts (whether obtained by it or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.
-

- (f) The Agent, the Security Agent, any Receiver and any Delegate may act in relation to the Finance Documents, the Transaction Security and the Security Property through its officers, employees and agents and shall not:
- (i) be liable for any error of judgment made by any such person; or
  - (ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person,
- unless such error or such loss was directly caused by the Agent's, the Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct.
- (g) Unless any Finance Document expressly specifies otherwise, the Agent or the Security Agent may disclose to any other Party any information it reasonably believes it has received as agent or security trustee under this Agreement.
- (h) Notwithstanding any other provision of any Finance Document to the contrary, none of the Agent, the Security Agent nor any Arranger is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (i) Notwithstanding any provision of any Finance Document to the contrary, neither the Agent nor the Security Agent is obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.
- (j) Neither the Agent nor any Arranger shall be obliged to request any certificate, opinion or other information under clause 21 (*Information undertakings*) unless so required in writing by a Lender or any Hedging Provider, in which case the Agent shall promptly make the appropriate request of the Borrowers if such request would be in accordance with the terms of this Agreement.

### **37.12 Responsibility for documentation and other matters**

- (a) None of the Agent, the Security Agent, any Arranger, any Ancillary Lender, any Receiver or any Delegate is responsible or liable for:
- (i) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, the Security Agent, any Arranger, an Ancillary Lender, an Obligor or any other person in or in connection with any Finance Document, any ECA Policy or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document and any ECA Policy;
  - (ii) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document, any ECA Policy, the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document, any ECA Policy, the Transaction Security or the Security Property;
  - (iii) the application of any Basel Regulation to the transactions contemplated by the Finance Documents or the ECA Policies;
  - (iv) (in the case of the Security Agent) any loss to the Security Property arising in consequence of the failure, depreciation or loss of any Charged Property or any investments made or retained in good faith or by reason of any other matter or thing;

- (v) the failure of any Obligor or any ECA or any other party to perform its obligations under any Transaction Document or any ECA Policy or the financial condition of any such person;
  - (vi) (save as otherwise provided in this clause 37) taking or omitting to take any other action under or in relation to the Security Documents;
  - (vii) failing to register any of the Security Documents or any ECA Policy in accordance with the provisions of the documents of title of any Obligor to any of the Charged Property;
  - (viii) any other beneficiary of a Security Document failing to perform or discharge any of its duties or obligations under any Finance Document; or
  - (ix) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by any applicable law or regulation relating to insider dealing or otherwise.
- (b) The Agent is not responsible or liable for the adequacy, accuracy or completeness of any Green Loan Information (whether oral or written) supplied by a Borrower, any Group Member, the External Reviewer or any other person in or in connection with any Green Loan Report and/or any Green Loan Provisions contemplated in this Agreement or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Facility.

### **37.13 No duty to monitor**

Neither the Agent nor the Security Agent shall be bound to enquire:

- (a) whether or not any Default has occurred;
- (b) as to the performance, default or any breach by any Party or any Obligor of its obligations under any Finance Document; or
- (c) whether any other event specified in any Finance Document has occurred.
- (d) whether or not any Declassification Event, Green Loan or a Green Loan Compliance Certificate Inaccuracy has occurred; or
- (e) as to the performance, default or any breach by any Obligor of its obligations under any Green Loan Provision.

### **37.14 Exclusion of liability**

- (a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent, the Security Agent, any Ancillary Lender, any Receiver or Delegate), none of the Agent, the Security Agent, any Ancillary Lender, any Receiver nor any Delegate will be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:
  - (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Security Property or any ECA Policy, unless directly caused by its gross negligence or wilful misconduct;
  - (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Security Property, any ECA Policy or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document, any ECA Policy or the Security Property;

- (iii) any shortfall which arises on the enforcement or realisation of the Security Property; or
- (iv) without prejudice to the generality of paragraphs (i) to (iii) above, any damages, costs, losses, any diminution in value or any liability whatsoever arising as a result of:
  - (A) any act, event or circumstance not reasonably within its control; or
  - (B) the general risks of investment in, or the holding of assets in, any jurisdiction,  
  
including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event), breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.
- (b) No Party (other than the Agent, the Security Agent, an Ancillary Lender, that Receiver or that Delegate (as applicable)) may take any proceedings against any officer, employee or agent of the Agent, the Security Agent, any Ancillary Lender, a Receiver or a Delegate in respect of any claim it might have against the Agent, the Security Agent, an Ancillary Lender, a Receiver or a Delegate or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Transaction Document, any ECA Policy or any Security Property and any officer, employee or agent of the Agent, the Security Agent, any Ancillary Lender, a Receiver or a Delegate may rely on this clause subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
- (c) Neither of the Agent or the Security Agent will be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by it if it has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by it for that purpose.
- (d) Nothing in any Finance Document shall oblige the Agent the Security Agent, or any Arranger to carry out:
  - (i) any “know your customer” or other checks in relation to any person; or
  - (ii) any check on the extent to which any transaction contemplated by any of the Finance Documents might be unlawful for any Finance Party or for any Affiliate of any Finance Party,on behalf of any other Finance Party and each other Finance Party confirms to the Agent, the Security Agent and the Arrangers that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent, the Security Agent or any Arranger.
- (e) Without prejudice to any provision of any Finance Document excluding or limiting the liability of the Agent, the Security Agent, any Receiver or any Delegate, any liability of the Agent, the Security Agent, any Receiver or any Delegate arising under or in connection with any Finance Document or the Security Property shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Agent, the Security Agent, Receiver or Delegate (as the case may be) or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent, the Security Agent, Receiver or Delegate (as the case may be) at any time which increase the

amount of that loss. In no event shall the Agent, the Security Agent, any Receiver or any Delegate be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent, the Security Agent, Receiver or Delegate (as the case may be) has been advised of the possibility of such loss or damages.

- (f) The Agent is not acting in an advisory capacity to any person in respect of the GLP nor will the Agent be obliged to verify whether any Facility will comply with the GLP on behalf of any of the Finance Parties or any ECA and each Finance Party and each ECA is solely responsible at all times for making its own independent appraisal of, and analysis in relation to, each Green Asset Criteria, the Green Loan Information and any other Green Loan Provision of this Agreement.

### **37.15 Lenders' indemnity to the Agent and others**

- (a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their being reduced to zero) indemnify the Agent, the Security Agent, every Receiver and every Delegate, within three Business Days of demand, against any Losses (including, without limitation, for negligence or any other category of liability whatsoever) incurred by any of them (otherwise than by reason of the relevant Agent's, Security Agent's Receiver's or Delegate's gross negligence or wilful misconduct) (or, in the circumstances contemplated pursuant to clause 45.10 (*Disruption to payment systems etc.*), notwithstanding the Agent's negligence, gross negligence, or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent, Security Agent, Receiver or Delegate under, or exercising any authority conferred under, the Finance Documents and, to the extent applicable, the ECA Policies (unless the relevant Agent, Security Agent, Receiver or Delegate has been reimbursed by an Obligor pursuant to a Finance Document).
- (b) Subject to paragraph (c) below, the Borrowers shall immediately on demand reimburse any Lender for any payment that Lender makes to the Agent or the Security Agent or any Receiver or Delegate pursuant to paragraph (a) above.
- (c) Paragraph (b) above shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent or the Security Agent to an Obligor.

### **37.16 Resignation of the Agent or the Security Agent**

- (a) The Agent or the Security Agent may resign and appoint one of its Affiliates as successor by giving notice to the other Finance Parties, the ECA Agent and the Borrowers.
- (b) Alternatively, the Agent or the Security Agent may resign by giving 30 days' notice to the other Finance Parties and the Borrowers, in which case the Majority Lenders may appoint a successor Agent.
- (c) If the Majority Lenders have not appointed a successor Agent or Security Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent or Security Agent (after consultation with (in the case of the Agent) the Borrowers) or (in the case of the Security Agent) the Agent may appoint a successor Agent or Security Agent.
- (d) If the Agent or the Security Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent or trustee and the Agent or the Security Agent is entitled to appoint a successor Agent or (as the case may be) the Security Agent under paragraph (c) above, the Agent or (as the case may be) the Security Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent or (as the case may be) the Security Agent to become a party to this Agreement as Agent or (as the case may be) the Security Agent) agree with the proposed successor Agent or (as the case may be) the Security Agent

amendments to this clause 37 and any other term of this Agreement dealing with the rights or obligations of the Agent or (as the case may be) the Security Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the fee payable to it in its capacity as Agent or (as the case may be) the Security Agent under this Agreement which are consistent with the successor Agent's or (as the case may be) the Security Agent's normal fee rates and those amendments will bind the Parties.

- (e) The retiring Agent or the retiring Security Agent, shall make available to the successor Agent or Security Agent such documents and records and provide such assistance as the successor Agent or Security Agent may reasonably request for the purposes of performing its functions as Agent or (as the case may be) the Security Agent under the Finance Documents. The Borrowers shall, within three Business Days of demand, reimburse the retiring Agent or (as the case may be) the Security Agent for the amount of all costs and expenses (including legal fees) (together with any applicable VAT) properly incurred by it in making available such documents and records and providing such assistance.
- (f) The Agent's or Security Agent's resignation notice shall only take effect upon:
  - (i) the appointment of a successor; and
  - (ii) (in the case of the Security Agent) the transfer or assignment of all the Transaction Security and the other Security Property to that successor and any appropriate filings or registrations, any notices of transfer or assignment and the payment of any fees or duties related to such transfer or assignment which the Security Agent considers necessary or advisable have been duly completed.
- (g) Upon the appointment of a successor, the retiring Agent or Security Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) of clause 38.10 (*Winding up of trust*) and paragraph (e) above) but shall remain entitled to the benefit of clauses 16.4 (*Indemnity to the Agent, the Security Agent, the ECA Agent and the ECAs*) and 16.5 (*Indemnity concerning security*) and this clause 37 (and any agency or other fees for the account of the retiring Agent or the Security Agent in its capacity as such shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if that successor had been an original Party.
- (h) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:
  - (i) the Agent fails to respond to a request under clause 14.8 (*FATCA Information*) and the Borrowers or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
  - (ii) the information supplied by the Agent pursuant to clause 14.8 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
  - (iii) the Agent notifies the Borrowers and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,

and (in each case) the Borrowers or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Borrowers or that Lender, by notice to the Agent, requires it to resign.



### 37.17 Replacement of the Agent

- (a) After consultation with the Borrowers, the Majority Lenders may, by giving 30 days' notice to the Agent replace the Agent by appointing a successor Agent.
- (b) The retiring Agent shall (at the expense of the Lenders) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- (c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) above) but shall remain entitled to the benefit of clauses 16.4 (*Indemnity to the Agent, the Security Agent, the ECA Agent and the ECAs*) and this clause 37 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).
- (d) Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (e) Paragraph (f) of clause 37.16 (*Resignation of the Agent or the Security Agent*) shall apply to any replacement of the Agent under this clause 37.17.

### 37.18 Replacement of the Security Agent

- (a) The Majority Lenders may, by notice to the Security Agent, require the Security Agent to resign in accordance with paragraph (b) of clause 37.16 (*Resignation of the Agent or the Security Agent*). In this event, the Security Agent shall resign in accordance with that paragraph but the cost referred to in paragraph (a) of clause 37.16 (*Resignation of the Agent or the Security Agent*) shall be for the account of the Borrowers.
- (b) Any person appointed and replacing the Security Agent (or a successor Security Agent) shall automatically act as agent and representative (Da: *fuldmægtig og repræsentant*) in accordance with section 18(1), cf. section 1(2), of the Danish Capital Markets Act and be entitled to exercise all rights and remedies under and in accordance with this Agreement in its own name or in the name of any of the Finance Parties.

### 37.19 Information from the Finance Parties

Each Finance Party shall supply the Agent or the Security Agent with any information that the Agent or (as the case may be) the Security Agent may reasonably specify as being necessary or desirable to enable the Agent or (as the case may be) the Security Agent to perform its functions as Agent or (as the case may be) the Security Agent.

### 37.20 Confidentiality

- (a) In acting as agent or trustee for the Finance Parties, the Agent or (as the case may be) the Security Agent shall be regarded as acting through its agency, trustee or other division or department directly responsible for the management of the Finance Documents which shall be treated as a separate entity from any other of its divisions or departments.
- (b) If information is received by another division or department of the Agent or (as the case may be) the Security Agent, it may be treated as confidential to that division or department and the Agent or (as the case may be) the Security Agent shall not be deemed to have notice of it.
- (c) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor any Arranger is obliged to disclose to any other person (i) any confidential

information or (ii) any other information if the disclosure would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty.

### 37.21 Agent's relationship with the Lenders and Hedging Providers

- (a) The Agent may treat the person shown in its records as Lender or as a Hedging Provider at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender or (as the case may be) as a Hedging Provider acting through its Facility Office:
  - (i) entitled to or liable for any payment due under any Finance Document on that day; and
  - (ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days prior notice from that Lender or (as the case may be) as a Hedging Provider to the contrary in accordance with the terms of this Agreement.

- (b) Any Lender or Hedging Provider may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender or (as the case may be) Hedging Provider under the Finance Documents. Such notice shall contain the address and (where communication by electronic mail or other electronic means is permitted under clause 47.5 (*Electronic communication*)) electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, electronic mail address, department and officer (or such other information) by that Lender or (as the case may be) Hedging Provider for the purposes of clause 47.2 (*Addresses*) and clause 47.5 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender or (as the case may be) Hedging Provider.

### 37.22 Information from the Finance Parties

Each Finance Party shall supply the Agent with any information that the Agent may reasonably specify as being necessary or desirable to enable the Agent to perform its functions as Agent.

### 37.23 Credit appraisal by the Finance Parties and Ancillary Lenders

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each other Finance Party and Ancillary Lender confirms to the Agent, the Security Agent, the Arrangers and each Ancillary Lender that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

- (a) the financial condition, status and nature of each Obligor and other Group Members and the ECAs;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document, any ECA Policy, the Transaction Security, the Security Property and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document, the Transaction Security or the Security Property or any ECA Policy;
- (c) the application of any Basel Regulation to the transactions contemplated by the Finance Documents or any ECA Policy;

- (d) whether that Finance Party or Ancillary Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document or any ECA Policy, the Transaction Security, the Security Property, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document, the Transaction Security or the Security Property;
- (e) the adequacy, accuracy or completeness of any information provided by the Agent, the Security Agent, the Arrangers or any other Party or by any other person under or in connection with, the transactions contemplated by any Transaction Document, any ECA Policy or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document or any ECA Policy; and
- (f) the right or title of any person in or to, or the value or sufficiency of, any part of the Charged Property, the priority of any of the Transaction Security or the existence of any Security Interest affecting the Charged Property.

#### **37.24 Deduction from amounts payable by the Agent**

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

#### **37.25 Reliance and engagement letters**

Each of the Agent, the Security Agent and the Arrangers may enter into any reliance letter or engagement letter relating to any valuations, reports, opinions or letters or advice or assistance provided by lawyers, accountants, tax advisers, insurance consultants, vessel managers, valuers, surveyors or other professional advisers or experts in connection with the Transaction Documents or the transactions contemplated in the Finance Documents on such terms as it may consider appropriate (including, without limitation, restrictions on the lawyer's, accountant's, tax adviser's, insurance consultant's, vessel manager's, valuer's, surveyor's or other professional adviser's or expert's liability and the extent to which their valuations, reports, opinions or letters may be relied on or disclosed).

#### **37.26 Amounts paid in error**

- (a) If the Agent or the Security Agent pays an amount to another Party and the Agent or (as the case may be) the Security Agent notifies that Party that such payment was an Erroneous Payment then the Party to whom that amount was paid by the Agent shall on demand refund the same to the Agent or (as the case may be) the Security Agent.
- (b) Neither:
  - (i) the obligations of any Party to the Agent or the Security Agent; nor
  - (ii) the remedies of the Agent or the Security Agent,

(whether arising under this clause 37.26 or otherwise) which relate to an Erroneous Payment will be affected by any act, omission, matter or thing (including, without limitation, any obligation pursuant to which an Erroneous Payment is made) which, but for this paragraph (b), would reduce, release, preclude or prejudice any such obligation or remedy (whether or not known by the Agent or (as the case may be) the Security Agent or any other Party).

- (c) All payments to be made by a Party to the Agent or Security Agent (whether made pursuant to this clause 37.26 or otherwise) which relate to an Erroneous Payment shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.
- (d) In this Agreement, "**Erroneous Payment**" means a payment of an amount by the Agent or the Security Agent to another Party which at the time of receipt of such payment by such other Party, was not contractually due to it pursuant to the terms of this Agreement.

### 38 Trust and security matters

#### 38.1 Undertaking to pay

- (a) Each Obligor who is a Party undertakes with the Security Agent as trustee for the Finance Parties that it will, on demand by the Security Agent, pay to the Agent as trustee for the Finance Parties all money from time to time owing to the other Finance Parties (in addition to paying any money owing under the Finance Documents to the Security Agent for its own account), and discharge all other obligations from time to time incurred, by it under or in connection with the Finance Documents.
- (b) Each payment which such an Obligor makes to another Finance Party in accordance with any Finance Document shall, to the extent of the amount of that payment, satisfy that Obligor's corresponding obligation under paragraph (a) above to make that payment to the Security Agent.

#### 38.2 Parallel debt

- (a) Additional definitions:

In this clause:

**Corresponding Debt** means any amount, other than any Parallel Debt, which an Obligor owes from time to time to a Finance Party under or in connection with the Finance Documents.

**Parallel Debt** means any amount which an Obligor owes to the Security Agent under clause 38.2(b) below or under that clause as incorporated by reference or in full in any other Finance Document.

- (b) Each Obligor irrevocably and unconditionally undertakes to pay to the Security Agent its Parallel Debt which shall be amounts equal to, and in the currency or currencies of, its Corresponding Debt.
- (c) The Parallel Debt of an Obligor:
  - (i) shall become due and payable at the same time as its Corresponding Debt; and
  - (ii) is independent and separate from, and without prejudice to, its Corresponding Debt.
- (d) For the purposes of this clause 38.2, the Security Agent:
  - (i) is the independent and separate creditor of each Parallel Debt;
  - (ii) acts in its own name and not as agent, representative or trustee of the Finance Parties and its claims in respect of each Parallel Debt shall not be held on trust; and
  - (iii) shall have the independent and separate right to demand payment of each Parallel Debt in its own name (including, without limitation, through any suit, execution, enforcement of security, recovery of guarantees and applications for and voting in any kind of insolvency proceeding).

- (e) Other than as set out in clause 38.2(f) below, the undertaking to pay Parallel Debt shall not limit or affect the existence of the Corresponding Debt, for which the Finance Parties shall have an independent right to demand performance.
- (f) The rights of the Finance Parties to receive payment of the Corresponding Debt are several from the rights of the Security Agent to receive payment of the Parallel Debt, provided that the Parallel Debt of an Obligor shall be:
  - (i) decreased to the extent that its Corresponding Debt has been irrevocably and unconditionally paid or discharged; and
  - (ii) increased to the extent that its Corresponding Debt has increased,and the Corresponding Debt of an Obligor shall be:
  - (A) decreased to the extent that its Parallel Debt has been irrevocably and unconditionally paid or discharged; and
  - (B) increased to the extent that its Parallel Debt has increased,in each case provided that the Parallel Debt of an Obligor shall never exceed its Corresponding Debt.
- (g) All amounts received or recovered by the Security Agent in connection with this clause 38.2 to the extent permitted by applicable law, shall be applied in accordance with clause 40.1 (*Order of application*).
- (h) This clause 38.2 shall apply, with any necessary modifications, to each Finance Document.

### **38.3 No responsibility to perfect Transaction Security**

The Security Agent shall not be liable for any failure to:

- (a) ascertain whether all deeds and documents which should have been deposited with it under or pursuant to any of the Security Documents have been so deposited;
- (b) require the deposit with it of any deed or document certifying, representing or constituting the title of any Obligor to any of the Charged Property;
- (c) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any Finance Document or the Transaction Security;
- (d) register, file or record or otherwise protect any of the Transaction Security (or the priority of any of the Transaction Security) under any law or regulation or to give notice to any person of the execution of any Finance Document or of the Transaction Security;
- (e) take, or to require any Obligor to take, any step to perfect its title to any of the Charged Property or to render the Transaction Security effective or to secure the creation of any ancillary Security Interest under any law or regulation; or
- (f) require any further assurance in relation to any Security Document.

### **38.4 Insurance by Security Agent**

- (a) The Security Agent shall not be obliged:
  - (i) to insure any of the Charged Property;

- (ii) to require any other person to maintain any insurance; or
- (iii) to verify any obligation to arrange or maintain insurance contained in any Finance Document,

and the Security Agent shall not be liable for any damages, costs or losses to any person as a result of the lack of, or inadequacy of, any such insurance.

- (b) Where the Security Agent is named on any insurance policy as an insured party, it shall not be liable for any damages, costs or losses to any person as a result of its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other information of any kind, unless the Agent requests it to do so in writing and the Security Agent fails to do so within fourteen days after receipt of that request.

### **38.5 Common parties**

Although the Agent and the Security Agent may from time to time be the same entity, that entity will have entered into the Finance Documents (to which it is party) in its separate capacities as agent for the other Finance Parties and (as appropriate) security agent and trustee for all of the other Finance Parties. Where any Finance Document provides for an Agent or Security Agent to communicate with or provide instructions to the other, while they are the same entity, such communication or instructions will not be necessary.

### **38.6 Custodians and nominees**

The Security Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to any asset of the trust as the Security Agent may determine, including for the purpose of depositing with a custodian this Agreement or any document relating to the trust created under this Agreement and the Security Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it under this Agreement or be bound to supervise the proceedings or acts of any person.

### **38.7 Delegation by the Security Agent**

- (a) Each of the Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.
- (b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Finance Parties.
- (c) No Security Agent, Receiver or Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

### **38.8 Additional trustees**

- (a) The Security Agent may at any time appoint (and subsequently remove) any person to act as a separate trustee or as a co-trustee jointly with it:
  - (i) if it considers that appointment to be in the interests of the Finance Parties;
  - (ii) for the purposes of conforming to any legal requirement, restriction or condition which the Security Agent deems to be relevant; or
  - (iii) for obtaining or enforcing any judgment in any jurisdiction,

and the Security Agent shall give prior notice to the Borrowers and the Finance Parties of that appointment.

- (b) Any person so appointed shall have the rights, powers, authorities and discretions (not exceeding those given to the Security Agent under or in connection with the Finance Documents) and the duties, obligations and responsibilities that are given or imposed by the instrument of appointment.
- (c) The remuneration that the Security Agent may pay to that person, and any costs and expenses (together with any applicable VAT) incurred by that person in performing its functions pursuant to that appointment shall, for the purposes of this Agreement, be treated as costs and expenses incurred by the Security Agent.
- (d) At the request of the Security Agent, the other Parties shall forthwith execute all such documents and do all such things as may be required to perfect such appointment or removal and each such Party irrevocably authorises the Security Agent in its name and on its behalf to do the same.
- (e) Such a person shall accede to this Agreement as a Security Agent to the extent necessary to carry out their role on terms satisfactory to the Security Agent.
- (f) The Security Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such person if the Agent shall have exercised reasonable care in the selection of such person.

### **38.9 Acceptance of title**

The Security Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that any Obligor may have to any of the Charged Property and shall not be liable for, or bound to require any Obligor to remedy, any defect in its right or title.

### **38.10 Winding up of trust**

If the Security Agent, with the approval of the Agent, determines that:

- (a) all of the Secured Obligations and all other obligations secured by the Security Documents have been fully and finally discharged; and
- (b) no Finance Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents,

then:

- (i) the trusts set out in this Agreement shall be wound up and the Security Agent shall release, without recourse or warranty, all of the Transaction Security and the rights of the Agent under each of the Security Documents; and
- (ii) any Security Agent which has resigned pursuant to clause 37.16 (*Resignation of the Agent or the Security Agent*) shall release, without recourse or warranty, all of its rights under each Security Document.

### **38.11 Powers supplemental to Trustee Acts**

The rights, powers, authorities and discretions given to the Security Agent under or in connection with the Finance Documents shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Agent by law or regulation or otherwise.

### 38.12 Disapplication of Trustee Acts

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Agreement. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Agreement, the provisions of this Agreement shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Agreement shall constitute a restriction or exclusion for the purposes of that Act.

### 38.13 Role of the ECA Agent

- (a) Each of the Lenders, the Agent and the Security Agent appoints the ECA Agent to act as its Agent for the purposes of dealing with the ECAs in respect of the ECA Policies and the ECA Agent accepts the appointment on and subject to the terms of this clause 38.13.
- (b) The ECA Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (c) The ECA Agent shall promptly forward to the Agent the original or a copy of any document which is delivered to the ECA Agent for another Party and shall promptly forward to the relevant ECA (in accordance with the provision of the relevant ECA Policy) the original or a copy of any document which is delivered to the ECA Agent by any other Party.
- (d) Except where a Finance Document specifically provides otherwise, the ECA Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) Clauses 37.11(f), 37.11(g) and 37.11(i) (*Rights and discretions of the Agent and the Security Agent*), 37.12 (*Responsibility for documentation and other matters*), clause 37.13 (*No duty to monitor*), 37.14 (*Exclusion of liability*), 37.16 (*Resignation of the Agent or the Security Agent*), 37.20 (*Confidentiality*), 37.21 (*Agent's relationship with the Lenders and Hedging Providers*), 37.23 (*Credit appraisal by the Finance Parties and Ancillary Lenders*) and 37.24 (*Deduction from amounts payable by the Agent*) shall each extend so as to apply to the ECA Agent in its capacity as such and for that purpose each reference to the "Agent" in these clauses shall extend to include in addition a reference to the "ECA Agent" in its capacity as such, provided, that any change, substitution or resignation of the ECA Agent shall be subject to any consent requirement pursuant to the ECA Policies.
- (f) All communication between the Finance Parties and the ECAs shall be carried out exclusively through the ECA Agent.
- (g) Each Lender shall deal with the ECA Agent exclusively through the Agent and shall not deal directly with the ECA Agent.

### 38.14 ECA Policies

Each ECA Lender represents and warrants to the ECA Agent that, to the best of its knowledge, with effect from the date it receives each ECA Policy, (i) it has reviewed such ECA Policy and is aware of the provisions thereof, (ii) any representations and warranties made by the ECA Agent on behalf of each ECA Lender under the such ECA Policy are true and correct with respect to such ECA Lender in all respects, and (iii) no information provided by such ECA Lender in writing to the ECA Agent or to any ECA prior to the date hereof was incomplete, untrue or incorrect in any respect except to the extent that such ECA Lender, in the exercise of reasonable care and due diligence prior to the giving of the information, could not have discovered the error or omission. Each ECA Lender, to the best of its knowledge, represents and warrants to the ECA Agent that it has not taken (or failed to take), and agrees with the ECA Agent that it shall not take (or fail to take), any action that would result in the ECA Agent being in breach of any of its obligations in its capacity as ECA Agent under the ECA Policies or the Finance Documents, or result in any of ECA Lenders being in breach of any of their respective obligations as insured or



guaranteed parties, under an ECA Policy, or which would otherwise prejudice the ECA Agent's ability to make a claim on behalf of the ECA Lenders under an ECA Policy.

### **38.15 ECA Agent actions**

- (a) Without prejudice to paragraph (b) below, the ECA Agent agrees to take such actions under the ECA Policies (including with respect to any amendment, modification or supplement to an ECA Policy) as may be directed on the unanimous instructions of the ECA Lenders from time to time; provided that, anything herein or in an ECA Policy to the contrary notwithstanding, the ECA Agent shall not be obliged to take any such action or to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder or thereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it or if such action would be contrary to applicable law.
- (b) The ECA Agent shall, if instructed to do so by any relevant ECA Lender (and in its capacity as ECA Agent under the relevant ECA Policy), submit a claim and/or a demand for payment under the ECA Policy as soon as reasonably practicable following the receipt of instructions to do so by any such ECA Lender. Such claim and/or demand for payment shall be submitted on behalf of all the relevant ECA Lenders but, for the avoidance of doubt, each ECA Lender may independently instruct the ECA Agent to make such claim and/or demand for payment and the ECA Agent shall not require the consent of any other ECA Lender to make such claim and/or demand for payment.
- (c) Following any instructions received by the ECA Agent from an ECA Lender pursuant to paragraph (b) above, the ECA Agent shall, as soon as reasonably practicable thereafter, notify the Agent (and the Agent shall notify the Lenders) of the receipt of such instructions.

### **38.16 Examination of documents by the Agent and the ECA Agent**

Without prejudice to the obligations of the ECA Agent under the ECA Policies, the Borrowers and each Lender hereby unconditionally and irrevocably agree that the Agent's and the ECA Agent's responsibility for the examination of any Finance Document, the ECA Policies or any other document received with respect thereto shall be limited to ascertaining that such document appears on its face (or, if any such document is not only in English, the English translation or version of which appears on its face) to be in accordance with its description.

For the purposes of this clause 38.16, **appearing on its face** has the meaning given to that term in the latest version of the Uniform Customs Practice for Documentary Credits of the International Chamber of Commerce.

## **39 Enforcement of Transaction Security**

### **39.1 Enforcement Instructions**

- (a) The Security Agent may refrain from enforcing the Transaction Security unless instructed otherwise by the Majority Lenders.
- (b) Subject to the Transaction Security having become enforceable in accordance with its terms, the Majority Lenders may give or refrain from giving instructions to the Security Agent to enforce or refrain from enforcing the Transaction Security as they see fit.
- (c) The Agent is entitled to rely on and comply with instructions given in accordance with this clause 39.1.

### **39.2 Manner of enforcement**

If the Transaction Security is being enforced pursuant to clause 39.1 (*Enforcement Instructions*), the Security Agent shall enforce the Transaction Security in such manner as the Majority Lenders

shall instruct or, in the absence of any such instructions, as the Security Agent considers in its discretion to be appropriate.

### 39.3 Waiver of rights

To the extent permitted under applicable law and subject to clause 39.1 (*Enforcement Instructions*), clause 39.2 (*Manner of enforcement*) and clause 40 (*Application of Proceeds*), each of the Finance Parties and the Obligors waives all rights it may otherwise have to require that the Transaction Security be enforced in any particular order or manner or at any particular time or that any amount received or recovered from any person, or by virtue of the enforcement of any of the Transaction Security or of any other security interest, which is capable of being applied in or towards discharge of any of the Secured Obligations is so applied.

### 39.4 Enforcement through Security Agent only

- (a) The other Finance Parties shall not have any independent power to enforce, or have recourse to, any of the Transaction Security or to exercise any right, power, authority or discretion arising or to grant any consents or releases under the Security Documents except through the Security Agent (or, if applicable, on the instructions of an ECA) or as required and permitted by this clause 39.4.
- (b) Where a Finance Party (other than the Security Agent) is a party to a Security Document that Finance Party shall:
  - (i) promptly take such action as the Security Agent may reasonably require (acting on the instructions of the Agent) to enforce, or have recourse to, any of the Transaction Security constituted by such Security Document or, for such purposes, to exercise any right, power, authority or discretion arising or to grant any consents or releases under such Security Document or (subject to clause 51.6 (*Releases*)) to release, reassign and/or discharge any such Transaction Security or any guarantee or other obligations under any such Security Document; and
  - (ii) not take any such action except as so required or (in the case of a release) for a release which is expressly permitted or required by the Finance Documents.
- (c) Each Finance Party (other than the Security Agent) which is party to a Security Document shall, promptly upon being requested by the Security Agent to do so, grant a power of attorney or other sufficient authority to the Security Agent or its legal advisers to enable the Security Agent or such legal advisers to enforce or have recourse in the name of such Finance Party to the relevant Transaction Security constituted by such Security Document or to exercise any such right, power, authority or discretion or to grant any such consent or release under such Security Document or to release, reassign and/or discharge any such Transaction Security on behalf of such Finance Party.

## 40 Application of proceeds

### 40.1 Order of application

All amounts from time to time received or recovered by the Security Agent pursuant to the terms of any Finance Document or in connection with the realisation or enforcement of all or any part of the Transaction Security (other than any amounts received under an ECA Policy, which are for the account of the relevant ECA Lenders as specified therein) (for the purposes of this clause 40, the **Recoveries**) shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause 40), in the following order of priority:

- (a) in discharging any sums owing to the Security Agent (other than pursuant to clause 38.1 (*Undertaking to pay*) or clause 38.2 (*Parallel debt*)), any Receiver or any Delegate;

- (b) in discharging all costs and expenses incurred by any Finance Party (except any Hedging Provider or any Ancillary Lender) in connection with any realisation or enforcement of the Transaction Security taken in accordance with the terms of this Agreement;
- (c) in payment or distribution to the Agent on its own behalf and on behalf of the other Finance Parties and the ECAs for application in accordance with clause 45.5 (*Partial payments*);
- (d) in discharging all costs and expenses incurred by any Hedging Provider or any Ancillary Lender pro rata in connection with any realisation or enforcement of the Transaction Security taken in accordance with the terms of this Agreement;
- (e) if none of the Obligors is under any further actual or contingent liability under any Finance Document, in payment or distribution to any person to whom the Security Agent is obliged to pay or distribute in priority to any Obligor; and
- (f) the balance, if any, in payment or distribution to the relevant Obligor.

The foregoing shall be without prejudice to any payment waterfall provisions set forth in an ECA Policy in respect of the proceeds of such ECA Policy, which shall govern the payment by the relevant ECA of the proceeds of that ECA Policy and the sharing of such proceeds by the relevant ECA Lenders.

#### **40.2 Security proceeds realised by other Finance Parties**

Where a Finance Party (other than the Security Agent) is a party to a Security Document and that Finance Party receives or recovers any amounts pursuant to the terms of that Security Document or in connection with the realisation or enforcement of all or any part of the Transaction Security which is the subject of that Security Document then, subject to the terms of that Security Document and to the extent permitted by applicable law, such Finance Party shall account to the Security Agent for those amounts and the Security Agent shall apply them in accordance with clause 40.1 (*Order of application*) as if they were Recoveries for the purposes of such clause or (if so directed by the Security Agent) shall apply those amounts in accordance with clause 40.1 (*Order of application*).

#### **40.3 Investment of cash proceeds**

Prior to the application of any Recoveries in accordance with clause 40.1 (*Order of Application*) the Security Agent may, in its discretion, hold:

- (a) all or part of any Recoveries which are in the form of cash; and
- (b) any cash which is generated by holding, managing, exploiting, collecting, realising or disposing of any proceeds of the Security Property which are not in the form of cash

in one or more interest bearing suspense or impersonal accounts in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Security Agent's discretion in accordance with the provisions of this clause 40.

#### **40.4 Currency conversion**

- (a) For the purpose of, or pending the discharge of, any of the Secured Obligations the Security Agent may:
  - (i) convert any moneys received or recovered by the Security Agent from one currency to another; and
  - (ii) notionally convert the valuation provided in any opinion or valuation from one currency to another,

in each case at the Security Agent's spot rate of exchange for the purchase of that other currency with the currency in which the relevant moneys are received or recovered or the valuation is provided in the London foreign exchange market at or about 11:00 am (London time) on a particular day.

- (b) The obligations of any Obligor to pay in the due currency shall only be satisfied:
  - (i) in the case of paragraph (a)(i) above, to the extent of the amount of the due currency purchased after deducting the costs of conversion; and
  - (ii) in the case of paragraph (a)(ii) above, to the extent of the amount of the due currency which results from the notional conversion referred to in that paragraph.

#### **40.5 Permitted Deductions**

The Agent shall be entitled, in its discretion, (a) to set aside by way of reserve amounts required to meet and (b) to make and pay, any deductions and withholdings (on account of Taxes or otherwise) which it is or may be required by any law or regulation to make from any distribution or payment made by it under this Agreement, and to pay all Taxes which may be assessed against it in respect of any of the Charged Property, or as a consequence of performing its duties or exercising its rights, powers, authorities and discretions, or by virtue of its capacity as Security Agent under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under this Agreement).

#### **40.6 Good discharge**

- (a) Any distribution or payment to be made in respect of the Secured Obligations by the Security Agent may be made to the Agent on behalf of the Finance Parties.
- (b) Any distribution or payment made as described in paragraph (a) above shall be a good discharge, to the extent of that payment or distribution, the Security Agent to the extent of that payment.
- (c) The Security Agent is under no obligation to make the payments to the Agent under paragraph (a) above in the same currency as that in which the Secured Obligations owing to the relevant Finance Party are denominated pursuant to the relevant Finance Document.

#### **40.7 Calculation of amounts**

For the purpose of calculating any person's share of any amount payable to or by it, the Agent shall be entitled to:

- (a) notionally convert the Secured Obligations owed to any person into a common base currency (decided in its discretion by the Security Agent), that notional conversion to be made at the spot rate at which the Security Agent is able to purchase the notional base currency with the actual currency of the Secured Obligations owed to that person at the time at which that calculation is to be made; and
- (b) assume that all amounts received or recovered as a result of the enforcement or realisation of the Security Property are applied in discharge of the Secured Obligations in accordance with the terms of the Finance Documents under which those Secured Obligations have arisen.

#### **40.8 Release to facilitate enforcement and realisation**

- (a) Each Finance Party acknowledges that, for the purpose of any enforcement action by the Security Agent or a Receiver and/or maximising or facilitating the realisation of the Charged Property, it may be desirable that certain rights or claims against an Obligor and/or under certain of the Transaction Security, be released.

- (b) Each other Finance Party hereby irrevocably authorises the Security Agent (acting on the instructions of the Agent) to grant any such releases to the extent necessary to effect such enforcement action and/or realisation including, to the extent necessary for such purpose, to execute release documents in the name of and on behalf of the other Finance Parties.
- (c) Where the relevant enforcement is by way of disposal of shares in an Owner, the requisite release may include releases of all claims (including under guarantees) of the Finance Parties and/or the Security Agent against such Owner and of all Security Interests over its assets.

#### **40.9 Dealings with Security Agent**

Each Finance Party shall deal with the Security Agent exclusively through the Agent.

#### **40.10 Agent's dealings with Hedging Provider**

The Agent shall not be under any obligation to act as agent or otherwise on behalf of any Hedging Provider except as expressly provided for in, and for the purposes of, this Agreement.

#### **40.11 Disclosure between Finance Parties and Security Agent**

Notwithstanding any agreement to the contrary, each of the Obligors consents, until the end of the Facility Period, to the disclosure by any Finance Party to each other (whether or not through the Agent or the Security Agent) of such information concerning the Obligors as any Finance Party shall see fit.

#### **40.12 Notification of prescribed events**

- (a) If an Event of Default or Default either occurs or ceases to be continuing, the Agent shall, upon becoming aware of that occurrence or cessation, notify the Security Agent.
- (b) If the Security Agent enforces, or takes formal steps to enforce, any of the Transaction Security it shall notify each other Finance Party of that action.
- (c) If any Finance Party exercises any right it may have to enforce, or to take formal steps to enforce, any of the Transaction Security it shall notify the Security Agent and the Security Agent shall, upon receiving that notification, notify each other Finance Party of that action.
- (d) If an Obligor defaults on any payment due under a Hedging Contract, the Hedging Provider which is party to that Hedging Contract shall, upon becoming aware of that default, notify the Security Agent and the Security Agent shall, upon receiving that notification, notify the Agent.
- (e) If a Hedging Provider terminates or closes-out, in whole or in part, any Hedging Transaction under any Hedging Contract it shall notify the Security Agent and the Security Agent shall, upon receiving that notification, notify the Agent.

### **41 Reference Banks**

#### **41.1 Role of Reference Banks**

- (a) No Reference Bank is under any obligation to provide a quotation or any other information to the Agent.
- (b) No Reference Bank will be liable for any action taken by it under or in connection with any Finance Document, or for any Reference Bank Quotation, unless directly caused by its gross negligence or wilful misconduct.
- (c) No Party (other than the relevant Reference Bank) may take any proceedings against any officer, employee or agent of any Reference Bank in respect of any claim it might have

against that Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document, or to any Reference Bank Quotation, and any officer, employee or agent of each Reference Bank may rely on this clause 41 subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

#### **41.2 Third party Reference Banks**

A Reference Bank which is not a Party may rely on clause 41 (*Role of Reference Banks*), paragraph (c) of clause 51.3 (*Other exceptions*) and clause 53 (*Confidentiality of Funding Rates and Reference Bank Quotations*) subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

#### **42 Finance Parties tax affairs**

No provision of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

#### **43 Finance Parties acting together**

##### **43.1 Finance Parties acting together**

- (a) Notwithstanding clause 2.2 (*Finance Parties' rights and obligations*), if the Agent makes a declaration under clause 33.21 (*Acceleration*) or notifies the other Finance Parties that it considers it is entitled to make such a declaration, the Agent shall, in the names of all the Finance Parties, take such action on behalf of the Finance Parties and conduct such negotiations with the Borrowers and any Group Members and generally administer the Facility in accordance with the wishes of the Majority Lenders. All the Finance Parties shall be bound by the provisions of this clause and no Finance Party shall take action independently against any Obligor or any of its assets without the prior consent of the Majority Lenders.
- (b) Paragraph (a) above shall not override clause 37 (*Roles of Agent, Security Agent, ECA Agent and Arranger*) as it applies to the Security Agent.

##### **43.2 Conflict and ECA Policy override**

Without limiting in any manner the rights of the Lenders under the Facilities, and subject and without prejudice to any amendments, consents or waivers as may be given, consented or agreed to by the Agent which are contrary to or inconsistent with any vote exercised by the relevant ECA Lenders (acting on the instructions of the relevant ECA):

- (a) in case of any conflict between the Finance Documents and any ECA Policy, such ECA Policy shall, as between the relevant ECA Lenders and the relevant ECA, prevail, and to the extent of such conflict or inconsistency, none of the relevant ECA Lenders or the ECA Agent shall assert to that ECA, the terms of the relevant Finance Documents;
- (b) nothing in this Agreement or any Finance Document shall permit or oblige any ECA Lender or the ECA Agent to act (or omit to act) in a manner that is inconsistent with any requirement of an ECA under or in connection with a relevant ECA Policy;

- (c) each relevant ECA Lender and the ECA Agent shall be authorised to take all such actions as it may consider necessary to ensure that all requirements of any relevant ECA under or in connection with any relevant ECA Policy are complied with;
- (d) no Finance Party or the ECA Agent shall be obliged to do anything if, in its opinion, to do so could:
  - (i) result in a breach of any requirement of a relevant ECA under or in connection with any relevant ECA Policy; and/or
  - (ii) affect the validity of any ECA Policy; and/or
  - (iii) otherwise result in an ECA Mandatory Prepayment Event; and
- (e) nothing in this clause 43.2 shall affect the obligations of any Obligor under the Finance Documents.

#### 43.3 Prior consultation with ECAs

- (a) The Borrowers acknowledge that the Agent may, under the terms of an ECA Policy, be required:
  - (i) to consult with the ECA Agent (who shall in turn consult with the relevant ECA), prior to the exercise of decisions under the Finance Documents (including the exercise of such voting rights in relation to any substantial amendment to any Finance Document); and
  - (ii) to follow certain instructions given by the ECA Agent (acting on the instructions of the relevant ECA), subject to clause 43 (*Finance Parties acting together*).
- (b) Each Finance Party will be deemed to have acted reasonably if it has acted on the instructions of the Agent (given by the ECA Agent (acting on the instructions of the relevant ECA) to the Agent in accordance with the terms of the relevant ECA Policy) in the making of any such decision or the taking or refraining from taking any action under any Finance Document to which it is a party.

#### 44 Sharing among the Finance Parties

##### 44.1 Payments to Finance Parties

- (a) If a Finance Party (a **Recovering Finance Party**) receives or recovers any amount from an Obligor other than in accordance with clause 45 (*Payment mechanics*) (a **Recovered Amount**) and applies that amount to a payment due under the Finance Documents then:
  - (i) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery, to the Agent;
  - (ii) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with clause 45 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and
  - (iii) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the **Sharing Payment**) equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with clause 45.5 (*Partial payments*),

but taking into account, for the avoidance of doubt, that any amounts paid under an ECA Policy are for the account of the relevant ECA Lenders as specified in that ECA Policy.

- (b) Paragraph (a) above shall not apply to any amount received or recovered by an Ancillary Lender in respect of any cash cover provided for the benefit of that Ancillary Lender.

#### **44.2 Redistribution of payments**

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the **Sharing Finance Parties**) in accordance with clause 45.5 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

#### **44.3 Recovering Finance Party's rights**

On a distribution by the Agent under clause 44.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from an Obligor (but not from an ECA), as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

#### **44.4 Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the **Redistributed Amount**); and
- (b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

#### **44.5 Exceptions**

- (a) This clause 44 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this clause, have a valid and enforceable claim against the relevant Obligor.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:
  - (i) it notified that other Finance Party of the legal or arbitration proceedings;
  - (ii) the taking legal or arbitration proceedings was in accordance with the terms of this Agreement; and
  - (iii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

#### **44.6 Ancillary Lenders**

- (a) This clause 44 shall not apply to any receipt or recovery by a Lender in its capacity as an Ancillary Lender at any time prior to the Agent exercising any of its rights under clause 33.21 (*Acceleration*).



- (b) Following the exercise by the Agent of any of its rights under clause 33.21 (*Acceleration*), this clause 44 shall apply to all receipts or recoveries by Ancillary Lenders.

## Section 11 - Administration

### 45 Payment mechanics

#### 45.1 Payments to the Agent

- (a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document (other than a Hedging Contract), and excluding a payment under the terms of an Ancillary Document, that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in such Participating Member State or London, as specified by the Agent) and with such bank as the Agent, in each case, specifies.

#### 45.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to clause 45.3 (*Distributions to an Obligor*) and clause 45.4 (*Clawback and pre-funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London, as specified by that Party).

#### 45.3 Distributions to an Obligor

The Agent may (with the consent of the Obligor or in accordance with clause 46 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

#### 45.4 Clawback and pre-funding

- (a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) Unless paragraph (c) below applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.
- (c) If the Agent has notified the Lenders that it is willing to make available amounts for the account of the Borrowers before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrowers:
  - (i) the Agent shall notify the Borrowers of that Lender's identity and the Borrowers shall on demand refund it to the Agent; and

- (ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrowers, shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

#### 45.5 Partial payments

- (a) If the Agent receives a payment for application against amounts due in respect of any Finance Documents (other than, for the avoidance of doubt, payments under an ECA Policy which are for the account of the relevant ECA Lenders as specified therein) that is insufficient to discharge all the amounts then due and payable by an Obligor under those Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:
  - (i) **first**, in or towards payment pro rata of any unpaid amount owing to the Agent, the Security Agent, the ECA Agent or the Arrangers for their own account under those Finance Documents;
  - (ii) **secondly**, in or towards payment to the Lenders pro rata of any amount owing to the Lenders under clause 37.15 (*Lenders' indemnity to the Agent and others*);
  - (iii) **thirdly**, in or towards payment to the Lenders and the ECAs pro rata in the following order of:
    - (A) first, any accrued interest, fee or commission (including, without limitation, any ECA Premium and Eksfin Fees) due to them but unpaid under the Finance Documents and the ECA Policies;
    - (B) secondly, any principal due to them but unpaid under this Agreement; and
    - (C) thirdly, any other sum due to them but unpaid under the Finance Documents;
  - (iv) **fourthly**, in or towards payment to the Hedging Providers and the Ancillary Lenders pro rata of any net amounts due to them but unpaid under the Hedging Contracts and any unpaid amounts under the Ancillary Facilities; and
  - (v) **fifthly**, in or towards payment pro rata of any other sum due but unpaid to the Finance Parties under the Finance Documents.
- (b) The Agent shall, if so directed by all the Lenders, the ECAs, each Hedging Provider and each Ancillary Lender, vary the order set out in paragraphs (ii) to (v) of paragraph (a) above.
- (c) The foregoing shall be without prejudice to any payment waterfall provisions set forth in any ECA Policy in respect of the proceeds of that ECA Policy, which shall govern the payment by the relevant ECA of the proceeds of that ECA Policy and the sharing of such proceeds by the relevant ECA Lenders.
- (d) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

#### 45.6 No set-off by Obligors

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

#### 45.7 Business Days

- (a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

#### **45.8 Currency of account**

- (a) Subject to paragraphs (b) and (c) below, euro is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- (b) A repayment of all or part of a Loan or an Unpaid Sum and each payment of interest shall be made in euro on its due date.
- (c) Each payment in respect of the amount of any costs, expenses or Taxes or other losses shall be made in euro and, if they were incurred in a currency other than euro, the amount payable under the Finance Documents shall be the equivalent in euro of the relevant amount in such other currency on the date on which it was incurred.
- (d) All moneys received or held by the Security Agent or by a Receiver under a Security Document in a currency other than euro may be sold for euro and the Obligor which executed that Security Document shall indemnify the Security Agent against the full cost in relation to the sale. Neither the Security Agent nor such Receiver will have any liability to that Obligor in respect of any loss resulting from any fluctuation in exchange rates after the sale.

#### **45.9 Change of currency**

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
  - (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrowers); and
  - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrowers) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Interbank Market and otherwise to reflect the change in currency.

#### **45.10 Disruption to payment systems etc.**

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Borrowers that a Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Borrowers, consult with the Borrowers with a view to agreeing with the Borrowers such changes to the operation or administration of the Facility as the Agent may deem necessary in the circumstances;
- (b) the Agent shall not be obliged to consult with the Borrowers in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- (c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;

- (d) any such changes agreed upon by the Agent and the Borrowers shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of clause 51 (*Amendments and waivers*);
- (e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this clause 45.10; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

#### **45.11 Impaired Agent**

- (a) If, at any time, the Agent becomes an Impaired Agent, an Obligor or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with clause 45.1 (*Payments to the Agent*) may instead either pay that amount direct to the required recipient or pay that amount to an interest-bearing account held with an Acceptable Bank within the meaning of paragraph (a) of the definition of Acceptable Bank and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligor or the Lender making the payment and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents. In each case such payments must be made on the due date for payment under the Finance Documents.
- (b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the beneficiaries of that trust account pro rata to their respective entitlements.
- (c) A Party which has made a payment in accordance with clause 45.1 (*Payments to the Agent*) shall be discharged of the relevant payment obligation under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.
- (d) Promptly upon the appointment of a successor Agent in accordance with clause 37.17 (*Replacement of the Agent*), each Party which has made a payment to a trust account in accordance with clause 45.1 (*Payments to the Agent*) shall give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution in accordance with clause 36.2 (*Distributions by the Agent*).

#### **46 Set-off**

**46.1** A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

#### **47 Notices**

##### **47.1 Communications in writing**

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by letter.

#### 47.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Obligor or Finance Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (a) in the case of any Obligor, that identified with its name in Schedule 1 (*The original parties*) or that identified with the Parent in Schedule 1 (*The original parties*);
- (b) in the case of the Agent, the Security Agent and any other original Finance Party, that identified with its name in Schedule 1 (*The original parties*); and
- (c) in the case of each Lender, each Ancillary Lender or other Finance Party, that notified in writing to the Agent on or prior to the date on which it becomes a Party in the relevant capacity,

or, in each case, any substitute address, or department or officer as an Obligor or Finance Party may notify to the Agent (or the Agent may notify to the other Finance Parties and the Obligors who are Parties, if a change is made by the Agent) by not less than five Business Days' notice.

#### 47.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under clause 47.2 (*Addresses*), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Agent or Security Agent will be effective only when actually received by the Agent or the Security Agent and then only if it is expressly marked for the attention of the department or officer identified in Schedule 1 (*The original parties*) (or any substitute department or officer as the Agent or the Security Agent shall specify for this purpose).
- (c) All notices from or to an Obligor shall be sent through the Agent.
- (d) Any communication or document made or delivered to the Borrowers in accordance with this clause 47.3 will be deemed to have been made or delivered to each of the Obligors.
- (e) Any communication or document which becomes effective, in accordance with paragraphs (a) to (d) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

#### 47.4 Notification of address

Promptly upon changing its address, the Agent shall notify the other Parties.

#### 47.5 Electronic communication

- (a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:
  - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
  - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

- (b) Any such electronic communication or document as specified in paragraph (a) above to be made between an Obligor and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.
- (c) Any such electronic communication or document as specified in paragraph (a) above made or delivered by one Party to another will be effective only when actually received (or made available) in readable form and, in the case of any electronic communication or document made or delivered by a Party to the Agent, only if it is addressed in such a manner as the Agent shall specify for this purpose.
- (d) Any electronic communication or document which becomes effective, in accordance with paragraph (c) above, after 5.00 p.m. in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement or any other Finance Document shall be deemed only to become effective on the following day.
- (e) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this clause 47.5.

#### **47.6 English language**

- (a) Any notice given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

#### **47.7 Communication with Agent when Agent is Impaired Agent**

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant parties directly. This provision shall not operate after a replacement Agent has been appointed.

#### **48 Calculations and certificates**

##### **48.1 Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

##### **48.2 Certificates and determinations**

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

##### **48.3 Day count convention**

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Interbank Market differs, in accordance with that market practice.

#### **49 Partial invalidity**

If, at any time, any provision of a Finance Document 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 be affected or impaired.

#### **50 Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Finance Document. No election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

#### **51 Amendments and waivers**

##### **51.1 Required consents**

- (a) Subject to clause 51.2 (*All Lender matters*) and clause 51.3 (*Other exceptions*) and subject always to the requirements of the ECA Policies, any term of the Finance Documents may be amended or waived only with the consent of the Parent and the Agent (acting on the instructions of the Majority Lenders and, if it affects the rights and obligations of the Agent, the consent of the Agent and, if it affects the rights and obligations of an ECA, the consent of that ECA) and any such amendment or waiver will be binding on all the Finance Parties and other Obligors.
- (b) The Agent may (or, in the case of the Security Documents, instruct the Security Agent to) effect, on behalf of any Finance Party, any amendment or waiver permitted by this clause 51.
- (c) Without prejudice to the generality of paragraphs (c), (d) and (e) of clause 37.11 (*Rights and discretions of the Agent and the Security Agent*), the Agent may engage, pay for and rely on the services of lawyers in determining the consent level required for and effecting any amendment, waiver or consent under this Agreement.
- (d) Each Obligor agrees to any such amendment or waiver permitted by this clause 51 which is agreed to by the Parent. This includes any amendment or waiver which would, but for this paragraph (d), require the consent of the Borrowers.
- (e) Amendments to or waivers in respect of clause 8.11 (*ECA Policy*) may only be agreed with the consent of each of the ECA Lenders.
- (f) Amendments to or waivers in respect of any Finance Document may only be agreed in writing.
- (g) The ECA Agent shall deliver to the ECAs (with a copy to the Lenders) promptly and in any event not more than 30 days following any amendment or variation being made to any Finance Document, notice of such amendment or variation in writing.



## 51.2 All Lender matters

Subject to clause 51.5 (*Replacement of Screen Rate*) an amendment, waiver or discharge or release or a consent of, or in relation to, any term of any Finance Document that has the effect of changing or which relates to:

- (a) the definition of “Majority Lenders” in clause 1.1 (*Definitions*);
- (b) the definition of “Last Availability Date” in clause 1.1 (*Definitions*);
- (c) the definitions of “Green Asset Criteria”, “Green Assets”, “Green Finance Second Party Opinion”, “Green Loan”, “Green Loan Compliance Certificate”, “Green Loan Information”, “Green Loan Provisions” and “Green Loan Report” in clause 1.1 (*Definitions*);
- (d) the definition of “Repeating Representations” in clause 1.1 (*Definitions*);
- (e) an extension to the date of payment of any amount under the Finance Documents;
- (f) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable or the rate at which they are calculated;
- (g) an increase in any Commitment or the Total Commitments;
- (h) an extension of any period within which a Facility is available for Utilisation;
- (i) any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably;
- (j) a change to the Borrowers or any other Obligor;
- (k) clause 8.2 (*Change of control*) and the definition of “Change of Control” in clause 1.1 (*Definitions*);
- (l) clause 1.9 (*Sanctions – Restricted Lender*), clause 20.34 (*Sanctions*), clause 20.38(c) (*Times when representations are made*), clause 23.13 (*Sanctions*), paragraphs (b), (c) or (d) of clause 26.16 (*Lawful use*) and any of the definitions of “Sanctioned Country”, “Sanctions”, “Sanctions Advisory”, “Sanctions Authority”, “Sanctions List” and “Restricted Party” in clause 1.1 (*Definitions*);
- (m) any of the Green Loan Provisions;
- (n) any provision which expressly requires the consent or approval of all the Lenders;
- (o) clause 44 (*Sharing among the Finance Parties*);
- (p) clause 2.2 (*Finance Parties’ rights and obligations*), clause 5.1 (*Delivery of a Utilisation Request*), clause 8.1 (*Illegality*), clause 35 (*Changes to the Lenders*), clause 9.9 (*Application of prepayments*), this clause 51, clause 56 (*Governing law*) or clause 57.1 (*Jurisdiction of English courts*);
- (q) the order of distribution under clause 40.1 (*Order of application*);
- (r) the order of distribution under clause 45.5 (*Partial payments*) (unless clause 45.5(b) allows the Majority Lenders to vary such order);
- (s) the currency in which any amount is payable under any Finance Document;
- (t) (other than as expressly permitted by the provisions of any Finance Document) the nature or scope of:

- (i) any guarantee and indemnity granted under any Finance Document (including the Guarantee under clause 19 (*Guarantee and indemnity*) and the guarantee and indemnity given under clause 32.6 (*Guarantee and indemnity – Hedging Guarantors*));
- (ii) the Charged Property; or
- (iii) the manner in which the proceeds of enforcement of the Transaction Security are distributed;
- (u) the release of any of the Transaction Security or any guarantee or other obligation or the circumstances in which any of the Transaction Security or any guarantee or other obligations under any Finance Document is permitted or required to be released under any of the Finance Documents; or
- (v) the nature or scope of any ECA Policy or any release or amendment to any ECA Policy,

shall not be made, or given, without the prior consent of all the Lenders and the ECAs or, in the case of:

- (i) paragraph (e) above in so far as it relates to the extension of a Repayment Date of a specific Loan;
- (ii) paragraph (b) and (h) above in so far as it relates to the extension of the Last Availability Date of a specific Loan; and
- (iii) paragraph (v) above in so far as it relates to a specific Loan,

all the Lenders with Commitments under or in relation to that Loan and any ECA with an ECA Policy backing any part of that Loan.

### **51.3 Other exceptions**

- (a) Amendments to or waivers in respect of the Hedging Contracts may only be agreed by the relevant Hedging Provider.
- (b) Amendments to or waivers in respect of an Ancillary Facility may only be agreed by the relevant Ancillary Lender.
- (c) An amendment or waiver which relates to the rights or obligations of the Agent, the Security Agent, any Hedging Provider, any Ancillary Lender, a Reference Bank or the Arrangers in their respective capacities as such (and not just as a Lender) may not be effected without the consent of the Agent, the Security Agent, the relevant Hedging Provider, that Ancillary Lender, that Reference Bank or the Arrangers (as the case may be).
- (d) Notwithstanding clauses 51.1 and 51.2 and paragraph (c) above, the Agent may make technical amendments to the Finance Documents arising out of manifest errors on the face of the Finance Documents, where such amendments would not prejudice or otherwise be adverse to the interests of any Finance Party without any reference or consent of the Finance Parties.
- (e) Amendments to or waivers of the Finance Documents may not be effected without the prior consent of the ECAs.

### **51.4 Disenfranchisement of Defaulting Lenders**

- (a) For so long as a Defaulting Lender has any Commitment, in ascertaining (i) the Majority Lenders or (ii) whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments under the Facility, or the agreement of any specified group of Lenders, has been obtained to approve any request for a consent, waiver,

amendment or other vote under the Finance Documents, that Defaulting Lender's Commitment will be reduced by the amount of its Commitment and, to the extent that the reduction results in that Defaulting Lender's Commitment being zero and it has no participation in the Loan, that Defaulting Lender shall be deemed not to be a Lender for the purposes paragraphs (i) and (ii) above.

- (b) For the purposes of this clause 51.4, the Agent may assume that the following Lenders are Defaulting Lenders:
  - (i) any Lender which has notified the Agent that it has become a Defaulting Lender; and
  - (ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a), (b) or (c) of the definition of **Defaulting Lender** has occurred, unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

#### 51.5 Replacement of Screen Rate

- (a) Subject to clause 51.3 (*Other exceptions*), if a Screen Rate Replacement Event has occurred, any amendment or waiver which relates to:
  - (i) providing for the use of a Replacement Benchmark in place of the Screen Rate; and
  - (ii) any or all of the following:
    - (A) aligning any provision of any Finance Document (other than a Hedging Contract) to the use of that Replacement Benchmark;
    - (B) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);
    - (C) implementing market conventions applicable to that Replacement Benchmark;
    - (D) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or
    - (E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders), the ECAs and the Borrowers.

- (b) In this clause 51.5:

**Relevant Nominating Body** means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

**Replacement Benchmark** means:

- (a) the euro short term rate (€STR); or

at the discretion of all the Lenders and the ECAs

- (b) any other a reference rate which is:
  - (i) formally designated, nominated or recommended as the replacement for the Screen Rate by:
    - (A) the administrator of the Screen Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Screen Rate); or
    - (B) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the “Replacement Benchmark” will be the replacement under paragraph (B) above;

- (ii) in the opinion of the Majority Lenders and the Obligors, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or
- (iii) in the opinion of the Majority Lenders and the Obligors, an appropriate successor to the Screen Rate.

**Screen Rate Replacement Event** means, in relation to the Screen Rate:

- (a) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Majority Lenders and the Borrowers materially changed;
- (b) any of the following applies:
  - (i) either:
    - (A) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or
    - (B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent,provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;
  - (ii) the administrator of the Screen Rate publicly announces that it has ceased or will cease, to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;
  - (iii) the supervisor of the administrator of the Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued;
  - (iv) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or
  - (v) the supervisor of the administrator of that Screen Rate makes a public announcement or publishes information:

- (A) stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and
- (B) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication; or
- (c) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
  - (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrowers) temporary; or
  - (ii) the Screen Rate is calculated in accordance with any such policy or arrangement for a period of no less than 15 Business Days; or
- (d) in the opinion of the Majority Lenders and the Borrowers, the Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

#### **51.6 Releases**

Except with the approval of the Lenders, the Hedging Providers and the ECAs or for a release which is expressly permitted or required by the Finance Documents, the Agent shall not have authority to authorise the Security Agent to release (nor shall any Finance Party, unless so directed by the Security Agent in accordance with clause 39.4 (*Enforcement through Security Agent only*), release):

- (a) any Charged Property from the Transaction Security; or
- (b) any Obligor from any of its guarantee or other obligations under any Finance Document.

#### **51.7 Excluded Commitments**

If any Lender fails to respond to a request for a consent, waiver, amendment of or in relation to any term of any Finance Document and/or any ECA Policy (as relevant) or any other vote of Lenders under the terms of this Agreement within 30 Business Days of that request being made (unless the Borrowers and the Agent agree to a longer time period in relation to any request):

- (a) its Commitment or its participation in the Loans shall not be included for the purpose of calculating the Total Commitments or the amount of the Loans when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments or the amount of the Loans has been obtained to approve that request; and
- (b) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

#### **52 Confidential Information**

##### **52.1 Confidential Information**

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 52.2 (*Disclosure of Confidential Information*) and clause 52.3 (*Disclosure to numbering service providers*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

## 52.2 Disclosure of Confidential Information

Any Finance Party may disclose (without the consent of the Obligors) to the ECAs or to such Finance Party's head office or to any of its Affiliates or Related Funds (such Affiliates and Related Funds, the **Permitted Parties**) or to any of its or its Affiliates' officers, directors or employees and any other person:

- (a) in the case of a Lender or Hedging Provider, to (or through) whom that Lender or Hedging Provider assigns (or may potentially assign) all or any of its rights under the Finance Documents;
- (b) in the case of a Lender, to whom or for whose benefit that Finance Party charges, assigns or otherwise creates a Security Interest (or may do so) pursuant to clause 35.10 (*Security over Lenders' rights*);
- (c) in the case of a Lender or a Hedging Provider, with (or through) whom that Lender or that Hedging Provider enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Finance Documents or any Obligor;
- (d) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes; or
- (e) to whom, and to the extent that, information is required, permitted or requested to be disclosed by any court or tribunal of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation,

and any Finance Party or any ECA may disclose to any rating agencies or to its own or its Permitted Parties' professional advisers, auditors, service providers (including their subcontractors) or brokers or insurers or potential reinsurance brokers or direct or indirect credit protection providers and reinsurers that reinsure or may reinsure any ECA Policy or any Advance, or (with the consent of the Borrowers, or if an Event of Default has happened and is continuing, with the approval of the Majority Lenders) to any other person, any information about any Obligor, the Group and the Finance Documents as that Finance Party shall consider appropriate.

This clause is not, and shall not be deemed to constitute, an express or implied agreement by any Finance Party with any Obligor for a higher degree of confidentiality than prescribed in Section 47 of, and the Third Schedule to, the Banking Act 1970 of Singapore.

## 52.3 Disclosure to numbering service providers

- (a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or one or more Obligors the following information:
  - (i) names of Obligors;
  - (ii) country of domicile of Obligors;
  - (iii) place of incorporation of Obligors;
  - (iv) date of this Agreement;
  - (v) clause 56 (*Governing law*);
  - (vi) the names of the Agent and the Arranger;
  - (vii) date of each amendment and restatement of this Agreement;

- (viii) amount of Total Commitments;
- (ix) currency of the Facility;
- (x) type of Facility;
- (xi) ranking of Facility;
- (xii) the term of the Facility;
- (xiii) changes to any of the information previously supplied pursuant to paragraphs (i) to (xii) above; and
- (xiv) such other information agreed between such Finance Party and the Borrowers,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

- (b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or one or more Obligors by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
- (c) Each of the Borrowers represents that none of the information set out in paragraphs (i) to (xiv) above is, nor will at any time be, unpublished price-sensitive information.
- (d) The Agent shall notify the Borrowers and the other Finance Parties of:
  - (i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facility and/or one or more Obligors; and
  - (ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or one or more Obligors by such numbering service provider.

#### **52.4 Disclosure of personal data**

- (a) If any Obligor provides the Finance Parties with personal data of any individual as required by, pursuant to, or in connection with the Finance Documents, that Obligor represents and warrants to the Finance Parties that it has, to the extent required by law:
  - (i) notified the relevant individual of the purposes for which data will be collected, processed, used or disclosed;
  - (ii) obtained such individual's consent for, and hereby consents on behalf of such individual to, the collection, processing, use and disclosure of his/her personal data by the Finance Parties,in each case, in accordance with or for the purposes of the Finance Documents, and confirms that it is authorised by such individual to provide such consent on his/her behalf.
- (b) Each Obligor agrees and undertakes to notify the Agent promptly upon becoming aware of the withdrawal by the relevant individual of his/her consent to the collection, processing, use and/or disclosure by any Finance Party of any personal data provided by that Obligor to any Finance Party.
- (c) Any consent given pursuant to this Agreement in relation to personal data shall, subject to all applicable laws and regulations, survive death, incapacity, bankruptcy or insolvency of any such individual and the termination of this Agreement.

#### **52.5 Entire agreement**

This clause 52 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

#### **52.6 Inside information**

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

#### **52.7 Notification of disclosure**

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrowers:

- (a) of the circumstances of any disclosure of Confidential Information made to any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body or the rules of any relevant stock exchange or pursuant to any applicable law or regulation pursuant to clause 52.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any such person during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 52.

#### **52.8 Continuing obligations**

The obligations in this clause 52 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve months from the earlier of:

- (a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

#### **52.9 Further disclosure**

The Obligors acknowledge and agree that:

- (a) the Agent, the Lenders and/or any ECA may publish information such as the name of the Borrowers and their country of residence, the name of each other Obligor, the name of any Builder and Contractor, the name of other entities being party to the Transaction Documents, information about the Facilities and the relevant purposes, the object of the export (i.e. the Norwegian equipment to be delivered from the Norwegian exporters to a Builder and to be installed into the Ships), the classification of the project risk and environmental and social impact, the liabilities guaranteed by an ECA under an ECA Policy, the ECA Policies and the date of issuance of any ECA Policy. In connection with such disclosure, the Agent, the Lenders and/or the ECA shall have the right to use the Borrowers' and/or the Group's (as applicable) logo and trademark; and
- (b) the Agent, the Lenders and/or any ECA may disclose such confidential information as they shall deem appropriate concerning the Obligors, the project, the export object, the Finance Documents, the ECA Policies and the guarantee liabilities to:



- (i) any governmental institution or agency or court of law;
- (ii) any relevant office or department of the Organisation for Economic Co-operation and Development (OECD);
- (iii) any person with whom they propose to enter (or contemplate entering) into contractual arrangements in relation to any Loan or ECA Policy and/or any relevant finance document; and
- (iv) any other person regarding the funding, re-financing, transfer, assignment, sale, sub-participation, credit insurance/credit re-insurance or operational arrangement or other transaction in relation to a Loan or ECA Policy and/or any relevant Finance Document, including, without limitation, any enforcement of, or preservation of rights and/or obligations under, any Loan or ECA Policy and/or any relevant Finance Document,

provided, in relation to sub-paragraph 52.9(b)(iii) and (iv), that the person to whom any such confidential information is to be given has entered into a Confidentiality Undertaking, except that there shall be no requirement for such Confidentiality Undertaking if the recipient is a person subject to professional obligations laid down by law or terms of employment services to maintain confidentiality of the information received and/or to be received.

- (c) For the purpose of this clause 52.9, **confidential information** means any information concerning the Obligors, the project, the export object and the Finance Documents other than (i) the information referred to in paragraph (a) above, and (ii) any other information about the Obligors, the project, the export object or the Finance Documents made known to the public without any involvement of, and by any party other than, the disclosing party.

### **53 Confidentiality of Funding Rates and Reference Bank Quotations**

#### **53.1 Confidentiality and disclosure**

- (a) The Agent and each Obligor agree to keep each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b), (c) and (d) below.
- (b) The Agent may disclose:
  - (i) any Funding Rate (but not, for the avoidance of doubt, any Reference Bank Quotation) to the Borrowers pursuant to clause 10.5 (*Notification of rates of interest*); and
  - (ii) any Funding Rate or any Reference Bank Quotation to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender or Reference Bank, as the case may be.
- (c) The Agent may disclose any Funding Rate or any Reference Bank Quotation, and each Obligor may disclose any Funding Rate, to:
  - (i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding

Rate or Reference Bank Quotation is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or Reference Bank Quotation or is otherwise bound by requirements of confidentiality in relation to it;

- (ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;
  - (iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and
  - (iv) any person with the consent of the relevant Lender or Reference Bank, as the case may be.
- (d) The Agent's obligations in this clause 53 relating to Reference Bank Quotations are without prejudice to its obligations to make notifications under clause 10.5 (*Notification of rates of interest*) provided that (other than pursuant to paragraph (b)(i) above) the Agent shall not include the details of any individual Reference Bank Quotation as part of any such notification.

### 53.2 Related obligations

- (a) The Agent and each Obligor acknowledge that each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and each Obligor undertake not to use any Funding Rate or, in the case of the Agent, any Reference Bank Quotation for any unlawful purpose.
- (b) The Agent and each Obligor agree (to the extent permitted by law and regulation) to inform the relevant Lender or Reference Bank, as the case may be:
  - (i) of the circumstances of any disclosure made pursuant to clause 53.1(c)(ii) (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
  - (ii) upon becoming aware that any information has been disclosed in breach of this clause 53.

### 53.3 No Event of Default

No Event of Default will occur under clause 33.5 (*Other obligations*) by reason only of an Obligor's failure to comply with this clause 53.

#### **54 Counterparts**

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

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

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party (and any other Obligor who is a party to any other Finance Document to which this clause is expressed by the terms of that other Finance Document to apply) acknowledges and accepts that any liability of any Finance Party to another Finance Party or to an Obligor under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
  - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
  - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
  - (iii) a cancellation of any such liability; and
- (b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

## Section 12 - Governing Law and Enforcement

### 56 Governing law

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

### 57 Enforcement

#### 57.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraphs (a) and (b) above, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

#### 57.2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, each Obligor who is a Party (unless it is incorporated in England and Wales):

- (a) irrevocably appoints the person named in Schedule 1 (*The original parties*) as that Obligor's English process agent as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document;
- (b) agrees that failure by an agent for service of process to notify the relevant Obligor of the process will not invalidate the proceedings concerned; and
- (c) if any person appointed as process agent for an Obligor is unable for any reason to act as agent for service of process, that Obligor must immediately (and in any event within ten days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent (including Saville & Co Scrivener Notaries, Cheeswrights LLP and The Law Debenture Corporation p.l.c. or any of their Affiliates providing such professional service) for this purpose.

**This Agreement has been entered into on the date stated at the beginning of this Agreement.**

**Schedule 1  
The original parties**

**Borrowers and Hedging Guarantors**

<b>Name of Borrower:</b>	Wind Ally Limited (as such company name may subsequently be amended)
<b>Jurisdiction of incorporation:</b>	Republic of Cyprus
<b>Registered office:</b>	23 Kennedy Avenue Globe House, 4th Floor 1075 Nicosia Republic of Cyprus
<b>Registered number:</b>	HE 469906
<b>Shareholder of Borrower:</b>	Parent
<b>Name of Borrower:</b>	Wind Ace Limited (as such company name may subsequently be amended)
<b>Jurisdiction of incorporation:</b>	Republic of Cyprus
<b>Registered office:</b>	23 Kennedy Avenue Globe House, 4th Floor 1075 Nicosia Republic of Cyprus
<b>Registered number:</b>	HE 469806
<b>Shareholder of Borrower:</b>	Parent

**Parent**

<b>Name of Parent:</b>	Cadeler A/S
<b>Jurisdiction of incorporation:</b>	Denmark
<b>Registered office:</b>	Kalvebod Brygge 43 1560 Copenhagen V Denmark
<b>Registered number:</b>	31180503

**Obligor process agent**

<b>Name:</b>	Seajacks International Limited
<b>Registered office:</b>	South Denes Business Park South Beach Parade Great Yarmouth Norfolk, NR30 3QR United Kingdom

**Obligor address for service of notices**

<b>Address:</b>	Kalvebod Brygge 43 1560 Copenhagen V Denmark
<b>Email:</b>	[REDACTED]
<b>Attention:</b>	[REDACTED]

**Original Pre-Delivery Commercial Lenders and their Pre-Delivery Commercial Commitments**

Name of Original Pre-Delivery Commercial Lender	Facility Office	Notice Details	Pre-Delivery Commercial Commitment (€)
<b>DNB Bank ASA</b>	Dronning Eufemias Gate 30 0191, Oslo Norway	Address: Dronning Eufemias Gate 30 0191, Oslo Norway Attention: [REDACTED] E-mail Address: [REDACTED]	<b>5,000,000</b>
<b>Credit Agricole Corporate and Investment Bank</b>	12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France	Address: 12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France  Attention (operational matters): [REDACTED]  Attention: (credit matters): [REDACTED]  Email Address (operational matters): [REDACTED]  Email Address (credit matters): [REDACTED]	<b>5,000,000</b>
<b>Crédit Industriel et Commercial, Singapore Branch</b>	182 Cecil Street #33-01 Frasers Tower Singapore 069547	Address: 182 Cecil Street #33-01 Frasers Tower Singapore 069547  Attention (operational / servicing matters): [REDACTED]  Telephone (operational / servicing matters):	<b>5,000,000</b>

		<p>[REDACTED]</p> <p>Email Address (operational / servicing matters):</p> <p>[REDACTED]</p> <p>Attention (credit matters):</p> <p>[REDACTED]</p> <p>Telephone (credit matters):</p> <p>[REDACTED]</p> <p>Email Address (credit matters):</p> <p>[REDACTED]</p>	
<b>The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch</b>	10 Marina Boulevard Marina Bay Financial Centre Tower 2 #46-01 Singapore 018983	<p>Address:</p> <p>10 Marina Boulevard Marina Bay Financial Centre Tower 2 #46-01 Singapore 018983</p> <p>Attention (credit matters):</p> <p>[REDACTED]</p> <p>Attention (loan administration matters):</p> <p>[REDACTED]</p> <p>Email Address (credit matters):</p> <p>[REDACTED]</p> <p>Email Address (loan administration matters):</p> <p>[REDACTED]</p> <p>Telephone (loan administration matters):</p> <p>[REDACTED]</p>	<b>5,000,000</b>
<b>KfW IPEX-Bank GmbH</b>	Palmengartenstraße 5-9 60325 Frankfurt am Main Germany	<p>Address:</p> <p>Palmengartenstraße 5-9 60325 Frankfurt am Main Germany</p>	<b>5,000,000</b>

		<p>Attention (documentation / credit matters): [REDACTED]</p> <p>Email Address: [REDACTED]</p> <p>Attention (loan administrative purposes): [REDACTED]</p> <p>Email Address: [REDACTED]</p>	
<b>Oversea-Chinese Banking Corporation Limited</b>	65 Chulia Street #10-00 OCBC Centre Singapore, 049513	<p>Documentation / Credit Matters:</p> <p>Address: 65 Chulia Street #10-00 OCBC Centre Singapore, 049513</p> <p>Attention: [REDACTED]</p> <p>E-mail Address: [REDACTED]</p> <p>Loan Administrative Purposes:</p> <p>Address: 65 Chulia Street #08-01/02 OCBC Centre East, Singapore, 049514</p> <p>Attention: [REDACTED]</p> <p>Telephone No: [REDACTED]</p> <p>E-mail Address: [REDACTED]</p>	<b>5,000,000</b>
<b>Coöperatieve Rabobank U.A.</b>	Croeselaan 18 3521 CB Utrecht The Netherlands	<p>Address: Croeselaan 18 3521 CB Utrecht The Netherlands</p> <p>Attention (operational matters): [REDACTED]</p> <p>Attention (credit matters):</p>	<b>5,000,000</b>



		[REDACTED]  Email Address (operational matters): [REDACTED]  Email Address (credit matters): [REDACTED]	
<b>Societe Generale</b>	29 Boulevard Haussmann 75009 Paris France	Address:  29 Boulevard Haussmann 75009 Paris France  Address (credit matters): Société Générale 189, rue d'Auberbilliers 75886 PARIS CEDEX 18  Attention: [REDACTED]  Email Address: [REDACTED]	<b>5,000,000</b>
<b>SpareBank 1 Sør-Norge</b>	Christen Tranes gate 35 4007 Stavanger Norway	Address:  P.O. Box 250 N-4066 Stavanger Norway  Attention: [REDACTED]  Email Address: [REDACTED]	<b>5,000,000</b>
<b>Standard Chartered Bank (Singapore) Limited</b>	8 Marina Boulevard #19-01 Marina Bay Financial Centre Tower 1 Singapore 018981	Address:  8 Marina Boulevard #19-01 Marina Bay Financial Centre Tower 1 Singapore 018981  Attention (operational matters): [REDACTED]  Attention (credit matters): [REDACTED]  Email Address (operational matters):	<b>5,000,000</b>

		[REDACTED] Email Address (credit matters): [REDACTED]	
<b>Total Pre-Delivery Commercial Commitments:</b>			<b>50,000,000</b>

**Original Sinosure Insured Lenders and their Sinosure Insured Delivery Commitments**

<b>Name of Original Sinosure Insured Lender</b>	<b>Facility Office</b>	<b>Notice Details</b>	<b>Sinosure Insured Delivery Commitment (€)</b>
<b>DNB Bank ASA</b>	Dronning Eufemias Gate 30 0191, Oslo Norway	Address: Dronning Eufemias Gate 30 0191, Oslo Norway Attention: [REDACTED] E-mail Address: [REDACTED]	<b>26,506,363.69</b>
<b>Credit Agricole Corporate and Investment Bank</b>	12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France	Address: 12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France  Attention (operational matters): [REDACTED]  Attention: (credit matters): [REDACTED]  Email Address (operational matters): [REDACTED]  Email Address (credit matters): [REDACTED]	<b>26,506,363.63</b>
<b>Crédit Industriel et Commercial,</b>	182 Cecil Street #33-01 Frasers Tower	Address:	<b>26,506,363.63</b>

<b>Singapore Branch</b>	Singapore 069547	182 Cecil Street #33-01 Frasers Tower Singapore 069547  Attention (operational / servicing matters): [REDACTED]  Telephone (operational / servicing matters): [REDACTED]  Email Address (operational / servicing matters): [REDACTED]  Attention (credit matters): [REDACTED]  Telephone (credit matters): [REDACTED]  Email Address (credit matters): [REDACTED]	
<b>The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch</b>	10 Marina Boulevard Marina Bay Financial Centre Tower 2 #46-01 Singapore 018983	Address: 10 Marina Boulevard Marina Bay Financial Centre Tower 2 #46-01 Singapore 018983  Attention (credit matters): [REDACTED]  Attention (loan administration matters): [REDACTED]  Email Address (credit matters): [REDACTED]  Email Address (loan administration matters):	<b>34,936,363.64</b>

		[REDACTED] Telephone (loan administration matters): [REDACTED]	
<b>KfW IPEX-Bank GmbH</b>	Palmengartenstraße 5-9 60325 Frankfurt am Main Germany	Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany  Attention (documentation / credit matters): [REDACTED]  Email Address: [REDACTED]  Attention (loan administrative purposes): [REDACTED]  Email Address: [REDACTED]	<b>26,506,363.63</b>
<b>Oversea-Chinese Banking Corporation Limited</b>	65 Chulia Street #10-00 OCBC Centre Singapore, 049513	Documentation / Credit Matters:  Address: 65 Chulia Street #10-00 OCBC Centre Singapore, 049513  Attention: [REDACTED]  E-mail Address: [REDACTED]  Loan Administrative Purposes:  Address: 65 Chulia Street #08-01/02 OCBC Centre East, Singapore, 049514  Attention: [REDACTED]  Telephone No: [REDACTED]  E-mail Address:	<b>26,506,363.63</b>

		[REDACTED]	
<b>Coöperatieve Rabobank U.A.</b>	Croeselaan 18 3521 CB Utrecht The Netherlands	Address:  Croeselaan 18 3521 CB Utrecht The Netherlands  Attention (operational matters): [REDACTED]  Attention (credit matters): [REDACTED]  Email Address (operational matters): [REDACTED]  Email Address (credit matters): [REDACTED]	<b>26,506,363.63</b>
<b>Banco Santander, S.A.</b>	Paseo de Pereda 9-12, 39004 Santander (Cantabria) Spain	Address:  Ciudad Financiera Av. de Cantabria s/n Edificio Dehesa 2nd floor 28660 Boadilla del Monte Spain  Attention (Operational matters): [REDACTED]  Attention (Credit matters): [REDACTED]  Email Address (Operational matters): [REDACTED]  Email Address (Credit matters): [REDACTED]	<b>26,506,363.63</b>
<b>Societe Generale</b>	29 Boulevard Haussmann 75009 Paris France	Address:  29 Boulevard Haussmann 75009 Paris France  Address (credit matters): Société Générale 189, rue d'Auberbilliers	<b>26,506,363.63</b>

		75886 PARIS CEDEX 18 Attention: [REDACTED]  Email Address: [REDACTED]	
<b>SpareBank 1 Sør-Norge</b>	Christen Tranes gate 35 4007 Stavanger Norway	Address:  P.O. Box 250 N-4066 Stavanger Norway  Attention: [REDACTED]  Email Address: [REDACTED]	<b>26,506,363.63</b>
<b>Standard Chartered Bank (Singapore) Limited</b>	8 Marina Boulevard #19-01 Marina Bay Financial Centre Tower 1 Singapore 018981	Address:  8 Marina Boulevard #19-01 Marina Bay Financial Centre Tower 1 Singapore 018981  Attention (operational matters): [REDACTED]  Attention (credit matters): [REDACTED]  Email Address (operational matters): [REDACTED]  Email Address (credit matters): [REDACTED]	<b>26,506,363.63</b>
<b>Total Sinosure Insured Delivery Commitments:</b>			<b>300,000,000</b>

**Original Eksfin Guaranteed Lenders and their Eksfin Guaranteed Delivery Commitments**

<b>Name of Original Eksfin Guaranteed Lender</b>	<b>Facility Office</b>	<b>Notice Details</b>	<b>Eksfin Guaranteed Delivery Commitment (€)</b>
<b>DNB Bank ASA</b>	Dronning Eufemias Gate 30 0191, Oslo Norway	Address:	<b>6,626,590.91</b>

		Dronning Eufemias Gate 30 0191, Oslo Norway Attention: [REDACTED] E-mail Address: [REDACTED]	
<b>Credit Agricole Corporate and Investment Bank</b>	12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France	Address:  12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France  Attention (operational matters):  [REDACTED]  Attention: (credit matters):  [REDACTED]  Email Address (operational matters):  [REDACTED]  Email Address (credit matters):  [REDACTED]	<b>6,626,590.91</b>
<b>Crédit Industriel et Commercial, Singapore Branch</b>	182 Cecil Street #33-01 Frasers Tower Singapore 069547	Address:  182 Cecil Street #33-01 Frasers Tower Singapore 069547  Attention (operational / servicing matters):  [REDACTED]  Telephone (operational / servicing matters):  [REDACTED]  Email Address (operational / servicing matters):  [REDACTED]  Attention (credit matters):	<b>6,626,590.91</b>

		[REDACTED] Telephone (credit matters): [REDACTED] Email Address (credit matters): [REDACTED]	
<b>The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch</b>	10 Marina Boulevard Marina Bay Financial Centre Tower 2 #46-01 Singapore 018983	Address: 10 Marina Boulevard Marina Bay Financial Centre Tower 2 #46-01 Singapore 018983  Attention (credit matters): [REDACTED]  Attention (loan administration matters): [REDACTED]  Email Address (credit matters): [REDACTED]  Email Address (loan administration matters): [REDACTED]  Telephone (loan administration matters): [REDACTED]	<b>8,734,090.90</b>
<b>KfW IPEX-Bank GmbH</b>	Palmengartenstraße 5-9 60325 Frankfurt am Main Germany	Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany  Attention (documentation / credit matters): [REDACTED]  Email Address: [REDACTED]  Attention (loan administrative purposes): [REDACTED]  Email Address:	<b>6,626,590.91</b>



		[REDACTED]	
<b>Oversea-Chinese Banking Corporation Limited</b>	65 Chulia Street #10-00 OCBC Centre Singapore, 049513	Documentation / Credit Matters:  Address: 65 Chulia Street #10-00 OCBC Centre Singapore, 049513  Attention: [REDACTED]  E-mail Address: [REDACTED]  Loan Administrative Purposes:  Address: 65 Chulia Street #08-01/02 OCBC Centre East, Singapore, 049514  Attention: [REDACTED]  Telephone No: [REDACTED]  E-mail Address: [REDACTED]	<b>6,626,590.91</b>
<b>Coöperatieve Rabobank U.A.</b>	Croeselaan 18 3521 CB Utrecht The Netherlands	Address:  Croeselaan 18 3521 CB Utrecht The Netherlands  Attention (operational matters): [REDACTED]  Attention (credit matters): [REDACTED]  Email Address (operational matters): [REDACTED]  Email Address (credit matters): [REDACTED]	<b>6,626,590.91</b>
<b>Banco Santander, S.A.</b>	Paseo de Pereda 9-12, 39004 Santander (Cantabria) Spain	Address:  Ciudad Financiera Av. de Cantabria s/n Edificio Dehesa 2nd floor 28660 Boadilla del Monte Spain	<b>6,626,590.91</b>

		<p>Attention (Operational matters): [REDACTED]</p> <p>Attention (Credit matters): [REDACTED]</p> <p>Email Address (Operational matters): [REDACTED]</p> <p>Email Address (Credit matters): [REDACTED]</p>	
<b>Societe Generale</b>	<p>29 Boulevard Haussmann 75009 Paris France</p>	<p>Address:  29 Boulevard Haussmann 75009 Paris France</p> <p>Address (credit matters): Société Générale 189, rue d'Auberbilliers 75886 PARIS CEDEX 18</p> <p>Attention: [REDACTED]</p> <p>Email Address: [REDACTED]</p>	<b>6,626,590.91</b>
<b>SpareBank 1 Sør-Norge</b>	<p>Christen Tranes gate 35 4007 Stavanger Norway</p>	<p>Address:  P.O. Box 250 N-4066 Stavanger Norway</p> <p>Attention: [REDACTED]</p> <p>Email Address: [REDACTED]</p>	<b>6,626,590.91</b>
<b>Standard Chartered Bank (Singapore) Limited</b>	<p>8 Marina Boulevard #19-01 Marina Bay Financial Centre Tower 1 Singapore 018981</p>	<p>Address:  8 Marina Boulevard #19-01 Marina Bay Financial Centre Tower 1 Singapore 018981</p> <p>Attention (operational matters): [REDACTED]</p> <p>Attention (credit matters): [REDACTED]</p> <p>Email Address (operational matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>	<b>6,626,590.91</b>

<b>Total Eksfin Guaranteed Delivery Commitments:</b>		<b>75,000,000</b>
--	--	-------------------

**Original Post-Delivery Commercial Lenders and their Commercial Delivery Commitments**

<b>Name of Original Post-Delivery Commercial Lender</b>	<b>Facility Office</b>	<b>Notice Details</b>	<b>Commercial Delivery Commitment (€)</b>
<b>DNB Bank ASA</b>	Dronning Eufemias Gate 30 0191, Oslo Norway	Address: Dronning Eufemias Gate 30 0191, Oslo Norway Attention: [REDACTED] E-mail Address: [REDACTED]	<b>8,000,000</b>
<b>Credit Agricole Corporate and Investment Bank</b>	12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France	Address: 12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France  Attention (operational matters): [REDACTED] Attention: (credit matters): [REDACTED] Email Address (operational matters): [REDACTED] Email Address (credit matters): [REDACTED]	<b>8,000,000</b>
<b>Crédit Industriel et Commercial, Singapore Branch</b>	182 Cecil Street #33-01 Frasers Tower Singapore 069547	Address: 182 Cecil Street #33-01 Frasers Tower Singapore 069547  Attention (operational / servicing matters): [REDACTED] Telephone (operational / servicing matters):	<b>8,000,000</b>

		<p>[REDACTED]  Email Address (operational / servicing matters):</p> <p>[REDACTED]  Attention (credit matters):</p> <p>[REDACTED]  Telephone (credit matters):</p> <p>[REDACTED]  Email Address (credit matters):</p> <p>[REDACTED]</p>	
<b>KfW IPEX-Bank GmbH</b>	Palmengartenstraße 5-9 60325 Frankfurt am Main Germany	<p>Address:  Palmengartenstraße 5-9  60325 Frankfurt am Main  Germany</p> <p>Attention (documentation / credit matters):  [REDACTED]</p> <p>Email Address:  [REDACTED]</p> <p>Attention (loan administrative purposes):  [REDACTED]</p> <p>Email Address:  [REDACTED]</p>	<b>8,000,000</b>
<b>Oversea-Chinese Banking Corporation Limited</b>	65 Chulia Street #10-00 OCBC Centre Singapore, 049513	<p>Documentation / Credit Matters:</p> <p>Address:  65 Chulia Street  #10-00 OCBC Centre  Singapore, 049513</p> <p>Attention: [REDACTED]</p> <p>E-mail Address:  [REDACTED]</p> <p>Loan Administrative Purposes:</p> <p>Address:  65 Chulia Street  #08-01/02 OCBC Centre East,  Singapore, 049514</p>	<b>8,000,000</b>

		<p>Attention: [REDACTED]</p> <p>Telephone No: [REDACTED]</p> <p>E-mail Address: [REDACTED]</p>	
<b>Coöperatieve Rabobank U.A.</b>	<p>Croeselaan 18 3521 CB Utrecht The Netherlands</p>	<p>Address:  Croeselaan 18 3521 CB Utrecht The Netherlands</p> <p>Attention (operational matters): [REDACTED]</p> <p>Attention (credit matters): [REDACTED]</p> <p>Email Address (operational matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>	<b>8,000,000</b>
<b>Banco Santander, S.A.</b>	<p>Paseo de Pereda 9-12, 39004 Santander (Cantabria) Spain</p>	<p>Address:  Ciudad Financiera Av. de Cantabria s/n Edificio Dehesa 2nd floor 28660 Boadilla del Monte Spain</p> <p>Attention (Operational matters): [REDACTED]</p> <p>Attention (Credit matters): [REDACTED]</p> <p>Email Address (Operational matters): [REDACTED]</p> <p>Email Address (Credit matters): [REDACTED]</p>	<b>8,000,000</b>
<b>Societe Generale</b>	<p>29 Boulevard Haussmann 75009 Paris France</p>	<p>Address:  29 Boulevard Haussmann 75009 Paris France</p> <p>Address (credit matters): Société Générale 189, rue d'Auberbilliers</p>	<b>8,000,000</b>

		75886 PARIS CEDEX 18 Attention: [REDACTED] Email Address: [REDACTED]	
<b>SpareBank 1 Sør-Norge</b>	Christen Tranes gate 35 4007 Stavanger Norway	Address:  P.O. Box 250 N-4066 Stavanger Norway  Attention: [REDACTED] Email Address: [REDACTED]	<b>8,000,000</b>
<b>Standard Chartered Bank (Singapore) Limited</b>	8 Marina Boulevard #19-01 Marina Bay Financial Centre Tower 1 Singapore 018981	Address:  8 Marina Boulevard #19-01 Marina Bay Financial Centre Tower 1 Singapore 018981  Attention (operational matters): [REDACTED] Attention (credit matters): [REDACTED] Email Address (operational matters): [REDACTED] Email Address (credit matters): [REDACTED]	<b>8,000,000</b>
<b>Total Commercial Delivery Commitments:</b>			<b>80,000,000</b>

**Original Eksfin Guaranteed Lenders and their Eksfin Guaranteed Mission Equipment Commitments**

<b>Name of Original Eksfin Guaranteed Lender</b>	<b>Facility Office</b>	<b>Notice Details</b>	<b>Eksfin Guaranteed Mission Equipment Commitment (€)</b>
<b>DNB Bank ASA</b>	Dronning Eufemias Gate 30 0191, Oslo Norway	Address:  Dronning Eufemias Gate 30 0191, Oslo Norway	<b>3,094,318.20</b>

		Attention: [REDACTED] E-mail Address: [REDACTED]	
<b>Credit Agricole Corporate and Investment Bank</b>	12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France	Address:  12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France  Attention (operational matters):  [REDACTED]  Attention: (credit matters):  [REDACTED]  Email Address (operational matters):  [REDACTED]  Email Address (credit matters):  [REDACTED]	<b>3,094,318.18</b>
<b>Crédit Industriel et Commercial, Singapore Branch</b>	182 Cecil Street #33-01 Frasers Tower Singapore 069547	Address:  182 Cecil Street #33-01 Frasers Tower Singapore 069547  Attention (operational / servicing matters):  Loan Operations Department Melody Tay Diana Tee  Telephone (operational / servicing matters):  [REDACTED]  Email Address (operational / servicing matters):  [REDACTED]  Attention (credit matters):	<b>3,094,318.18</b>

		[REDACTED] Telephone (credit matters): [REDACTED] Email Address (credit matters): [REDACTED]	
<b>The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch</b>	10 Marina Boulevard Marina Bay Financial Centre Tower 2 #46-01 Singapore 018983	Address: 10 Marina Boulevard Marina Bay Financial Centre Tower 2 #46-01 Singapore 018983  Attention (credit matters): [REDACTED]  Attention (loan administration matters): [REDACTED]  Email Address (credit matters): [REDACTED]  Email Address (loan administration matters): [REDACTED]  Telephone (loan administration matters): [REDACTED]	<b>4,056,818.18</b>
<b>KfW IPEX-Bank GmbH</b>	Palmengartenstraße 5-9 60325 Frankfurt am Main Germany	Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany  Attention (documentation / credit matters): [REDACTED]  Email Address: [REDACTED]  Attention (loan administrative purposes): [REDACTED]  Email Address:	<b>3,094,318.18</b>



		[REDACTED]	
<b>Oversea-Chinese Banking Corporation Limited</b>	65 Chulia Street #10-00 OCBC Centre Singapore, 049513	Documentation / Credit Matters:  Address: 65 Chulia Street #10-00 OCBC Centre Singapore, 049513  Attention: [REDACTED]  E-mail Address: [REDACTED]  Loan Administrative Purposes:  Address: 65 Chulia Street #08-01/02 OCBC Centre East, Singapore, 049514  Attention: [REDACTED]  Telephone No: [REDACTED]  E-mail Address: [REDACTED]	<b>3,094,318.18</b>
<b>Coöperatieve Rabobank U.A.</b>	Croeselaan 18 3521 CB Utrecht The Netherlands	Address:  Croeselaan 18 3521 CB Utrecht The Netherlands  Attention (operational matters): [REDACTED]  Attention (credit matters): [REDACTED]  Email Address (operational matters): [REDACTED]  Email Address (credit matters): [REDACTED]	<b>3,094,318.18</b>
<b>Banco Santander, S.A.</b>	Paseo de Pereda 9-12, 39004 Santander (Cantabria) Spain	Address:  Ciudad Financiera Av. de Cantabria s/n Edificio Dehesa 2nd floor 28660 Boadilla del Monte	<b>3,094,318.18</b>

		<p>Spain</p> <p>Attention (Operational matters): [REDACTED]</p> <p>Attention (Credit matters): [REDACTED]</p> <p>Email Address (Operational matters): [REDACTED]</p> <p>Email Address (Credit matters): [REDACTED]</p>	
<b>Societe Generale</b>	29 Boulevard Haussmann 75009 Paris France	<p>Address:</p> <p>29 Boulevard Haussmann 75009 Paris France</p> <p>Address (credit matters): Société Générale 189, rue d'Auberbilliers 75886 PARIS CEDEX 18</p> <p>Attention: [REDACTED]</p> <p>Email Address: [REDACTED]</p>	<b>3,094,318.18</b>
<b>SpareBank 1 Sør-Norge</b>	Christen Tranes gate 35 4007 Stavanger Norway	<p>Address:</p> <p>P.O. Box 250 N-4066 Stavanger Norway</p> <p>Attention: [REDACTED]</p> <p>Email Address: [REDACTED]</p>	<b>3,094,318.18</b>
<b>Standard Chartered Bank (Singapore) Limited</b>	8 Marina Boulevard #19-01 Marina Bay Financial Centre Tower 1 Singapore 018981	<p>Address:</p> <p>8 Marina Boulevard #19-01 Marina Bay Financial Centre Tower 1 Singapore 018981</p> <p>Attention (operational matters): [REDACTED]</p> <p>Attention (credit matters):</p>	<b>3,094,318.18</b>

		[REDACTED]  Email Address (operational matters): [REDACTED]  Email Address (credit matters): [REDACTED]	
<b>Total Eksfin Guaranteed Mission Equipment Commitments:</b>			<b>35,000,000</b>

**Original Post-Delivery Commercial Lenders and their Commercial Mission Equipment Commitments**

<b>Name of Original Post-Delivery Commercial Lender</b>	<b>Facility Office</b>	<b>Notice Details</b>	<b>Commercial Mission Equipment Commitment (€)</b>
<b>DNB Bank ASA</b>	Dronning Eufemias Gate 30 0191, Oslo Norway	Address: Dronning Eufemias Gate 30 0191, Oslo Norway  Attention: [REDACTED] E-mail Address: [REDACTED]	<b>3,500,000</b>
<b>Credit Agricole Corporate and Investment Bank</b>	12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France	Address: 12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France  Attention (operational matters):  [REDACTED]  Attention: (credit matters):  [REDACTED]  Email Address (operational matters):  [REDACTED]  Email Address (credit	<b>3,500,000</b>

		matters): [REDACTED]	
<b>Crédit Industriel et Commercial, Singapore Branch</b>	182 Cecil Street #33-01 Frasers Tower Singapore 069547	Address:  182 Cecil Street #33-01 Frasers Tower Singapore 069547  Attention (operational / servicing matters):  [REDACTED]  Telephone (operational / servicing matters):  [REDACTED]  Email Address (operational / servicing matters):  [REDACTED]  Attention (credit matters):  [REDACTED]  Telephone (credit matters):  [REDACTED]  Email Address (credit matters):  [REDACTED]	<b>3,500,000</b>
<b>KfW IPEX-Bank GmbH</b>	Palmengartenstraße 5-9 60325 Frankfurt am Main Germany	Address:  Palmengartenstraße 5-9 60325 Frankfurt am Main Germany  Attention (documentation / credit matters): [REDACTED]  Email Address: [REDACTED]  Attention (loan administrative purposes): [REDACTED]  Email Address: [REDACTED]	<b>3,500,000</b>
<b>Oversea-Chinese Banking Corporation Limited</b>	65 Chulia Street #10-00 OCBC Centre Singapore, 049513	Documentation / Credit Matters:  Address: 65 Chulia Street #10-00 OCBC Centre	<b>3,500,000</b>

		<p>Singapore, 049513</p> <p>Attention: [REDACTED]</p> <p>E-mail Address: [REDACTED]</p> <p>Loan Administrative Purposes:</p> <p>Address: 65 Chulia Street #08-01/02 OCBC Centre East, Singapore, 049514</p> <p>Attention: [REDACTED]</p> <p>Telephone No: [REDACTED]</p> <p>E-mail Address: [REDACTED]</p>	
<b>Coöperatieve Rabobank U.A.</b>	<p>Croeselaan 18 3521 CB Utrecht The Netherlands</p>	<p>Address:  Croeselaan 18 3521 CB Utrecht The Netherlands</p> <p>Attention (operational matters): [REDACTED]</p> <p>Attention (credit matters): [REDACTED]</p> <p>Email Address (operational matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>	<b>3,500,000</b>
<b>Banco Santander, S.A.</b>	<p>Paseo de Pereda 9-12, 39004 Santander (Cantabria) Spain</p>	<p>Address:  Ciudad Financiera Av. de Cantabria s/n Edificio Dehesa 2nd floor 28660 Boadilla del Monte Spain</p> <p>Attention (Operational matters): [REDACTED]</p> <p>Attention (Credit matters): [REDACTED]</p> <p>Email Address (Operational matters):</p>	<b>3,500,000</b>

		[REDACTED] Email Address (Credit matters): [REDACTED]	
<b>Societe Generale</b>	29 Boulevard Haussmann 75009 Paris France	Address: 29 Boulevard Haussmann 75009 Paris France  Address (credit matters): Société Générale 189, rue d'Auberbilliers 75886 PARIS CEDEX 18  Attention: [REDACTED]  Email Address: [REDACTED]	<b>3,500,000</b>
<b>SpareBank 1 Sør-Norge</b>	<b>Christen Tranes gate 35 4007 Stavanger Norway</b>	Address: P.O. Box 250 N-4066 Stavanger Norway  Attention: [REDACTED]  Email Address: [REDACTED]	<b>3,500,000</b>
<b>Standard Chartered Bank (Singapore) Limited</b>	8 Marina Boulevard #19-01 Marina Bay Financial Centre Tower 1 Singapore 018981	Address: 8 Marina Boulevard #19-01 Marina Bay Financial Centre Tower 1 Singapore 018981  Attention (operational matters): [REDACTED]  Attention (credit matters): [REDACTED]  Email Address (operational matters): [REDACTED]  Email Address (credit matters): [REDACTED]	<b>3,500,000</b>
<b>Total Commercial</b>			<b>35,000,000</b>

<b>Mission Equipment Commitments:</b>			
---------------------------------------	--	--	--

<b>Total Commitments:</b>			<b>575,000,000</b>
---------------------------	--	--	--------------------

**The Agent**

<b>Name:</b>	DNB Bank ASA
<b>Facility office and notice details</b>	Dronning Eufemias Gate 30 0191, Oslo Norway Attention: [REDACTED] E-mail Address: [REDACTED]

**The Security Agent**

<b>Name:</b>	DNB Bank ASA
<b>Facility office and notice details</b>	Dronning Eufemias Gate 30 0191, Oslo Norway Attention: [REDACTED] E-mail Address: [REDACTED]

**The ECA Agent**

<b>Name:</b>	DNB Bank ASA
<b>Facility office and notice details</b>	Dronning Eufemias Gate 30 0191, Oslo Norway Attention: [REDACTED] Email Address: [REDACTED]

**The Green Loan Advisor**

<b>Name:</b>	DNB Bank ASA
<b>Facility office and notice details</b>	Dronning Eufemias Gate 30 0191, Oslo Norway Attention: [REDACTED] Email Address: [REDACTED]

**The Arrangers**

<b>Name:</b>	DNB Bank ASA
<b>Facility office and notice details</b>	<p>Dronning Eufemias Gate 30 0191, Oslo Norway</p> <p>Attention: [REDACTED] E-mail Address: [REDACTED]</p>
<b>Name:</b>	Credit Agricole Corporate and Investment Bank
<b>Facility office and notice details</b>	<p>Address:</p> <p>12, place des Etats-Unis CS 70052 92547 Montrouge CEDEX France</p> <p>Attention (operational matters): [REDACTED]</p> <p>Attention: (credit matters): [REDACTED]</p> <p>Email Address (operational matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>
<b>Name:</b>	Crédit Industriel et Commercial, Singapore Branch
<b>Facility office and notice details</b>	<p>Address:</p> <p>182 Cecil Street #33-01 Frasers Tower Singapore 069547</p> <p>Attention (operational / servicing matters): [REDACTED]</p> <p>Telephone (operational / servicing matters): [REDACTED]</p> <p>Email Address (operational / servicing matters): [REDACTED]</p>



	<p>Attention (credit matters): [REDACTED]</p> <p>Telephone (credit matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>
<b>Name:</b>	The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch
<b>Facility office and notice details</b>	<p>Address: 10 Marina Boulevard, Marina Bay Financial Centre Tower 2 #46-01, Singapore 018983</p> <p>Attention: [REDACTED]</p> <p>Email Address: [REDACTED]</p>
<b>Name:</b>	KfW IPEX-Bank GmbH
<b>Facility office and notice details</b>	<p>Address: Palmengartenstraße 5-9 60325 Frankfurt am Main Germany</p> <p>Attention (documentation / credit matters): [REDACTED]</p> <p>Email Address: [REDACTED]</p> <p>Attention (loan administrative purposes): [REDACTED]</p> <p>Email Address: [REDACTED]</p>
<b>Name:</b>	Oversea-Chinese Banking Corporation Limited
<b>Facility office and notice details</b>	<p>Documentation / Credit Matters:</p> <p>Address: 65 Chulia Street #10-00 OCBC Centre Singapore, 049513</p>

	<p>Attention: [REDACTED]</p> <p>E-mail Address: [REDACTED]</p> <p>Loan Administrative Purposes:</p> <p>Address: 65 Chulia Street #08-01/02 OCBC Centre East, Singapore, 049514</p> <p>Attention: [REDACTED]</p> <p>Telephone No: [REDACTED]</p> <p>E-mail Address: [REDACTED]</p>
<b>Name:</b>	Coöperatieve Rabobank U.A.
<b>Facility office and notice details</b>	<p>Address:</p> <p>Croeselaan 18 3521 CB Utrecht The Netherlands</p> <p>Attention (operational matters): [REDACTED]</p> <p>Attention (credit matters): [REDACTED]</p> <p>Email Address (operational matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>
<b>Name:</b>	Banco Santander, S.A.
<b>Facility office and notice details</b>	<p>Address:</p> <p>Ciudad Financiera Av. de Cantabria s/n Edificio Dehesa 2nd floor 28660 Boadilla del Monte Spain</p> <p>Attention (Operational matters): [REDACTED]</p>

	<p>Attention (Credit matters): [REDACTED]</p> <p>Email Address (Operational matters): [REDACTED]</p> <p>Email Address (Credit matters): [REDACTED]</p>
<b>Name:</b>	Societe Generale
<b>Facility office and notice details</b>	<p>Address:</p> <p>29 Boulevard Haussmann 75009 Paris France</p> <p>Address (credit matters): Société Générale 189, rue d'Auberbilliers 75886 PARIS CEDEX 18</p> <p>Attention: [REDACTED]</p> <p>Email Address: [REDACTED]</p>
<b>Name:</b>	SpareBank 1 Sør-Norge
<b>Facility office and notice details</b>	<p>Address:</p> <p>P.O. Box 250 N-4066 Stavanger Norway</p> <p>Attention: [REDACTED]</p> <p>Email Address: [REDACTED]</p>
<b>Name:</b>	Standard Chartered Bank (Singapore) Limited
<b>Facility office and notice details</b>	<p>Address:</p> <p>8 Marina Boulevard #19-01 Marina Bay Financial Centre Tower 1 Singapore 018981</p> <p>Attention (operational matters): [REDACTED]</p> <p>Attention (credit matters): [REDACTED]</p>

	<p>Email Address (operational matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>
--	--

**The Original Hedging Providers**

<b>Name:</b>	DNB Bank ASA
<b>Facility office and notice details</b>	Dronning Eufemias Gate 30 0191, Oslo Norway  Email address: [REDACTED]
<b>Name:</b>	Oversea-Chinese Banking Corporation Limited
<b>Facility office and notice details</b>	65 Chulia Street #10-00 OCBC Centre Singapore 049513  Attention: [REDACTED]  Email Address: [REDACTED]
<b>Name:</b>	Coöperatieve Rabobank U.A.
<b>Facility office and notice details</b>	Croeselaan 18 3521 CB Utrecht The Netherlands  Attention (operational matters): [REDACTED]  Attention (credit matters): [REDACTED]  Email Address (operational matters): [REDACTED]  Email Address (credit matters): [REDACTED]
<b>Name:</b>	SpareBank 1 Sør-Norge
<b>Facility office and notice details</b>	Address: Christen Tranes gate 35 4007 Stavanger Norway  Attention: Loan Administration [REDACTED]  Email Address: [REDACTED]

<b>Name:</b>	Standard Chartered Bank (Singapore) Limited
<b>Facility office and notice details</b>	<p>8 Marina Boulevard #19-01 Marina Bay Financial Centre Tower 1 Singapore 018981</p> <p>Attention (operational matters): [REDACTED]</p> <p>Attention (credit matters): [REDACTED]</p> <p>Email Address (operational matters): [REDACTED]</p> <p>Email Address (credit matters): [REDACTED]</p>

**The Account Bank**

<b>Name:</b>	DNB Bank ASA
<b>Address:</b>	Dronning Eufemias Gate 30 0191, Oslo Norway

**Approved Refund Guarantors**

<b>Name</b>	Bank of China
<b>Jurisdiction of incorporation</b>	People's Republic of China
<b>Address, fax number and attention details for notices</b>	No. 2 Chaoyangmennei Avenue, Dongcheng District, Beijing, China
<b>Name</b>	The Export & Import Bank of China
<b>Jurisdiction of incorporation</b>	People's Republic of China
<b>Address, fax number and attention details for notices</b>	As confirmed by the Borrowers from time to time.
<b>Name</b>	Agricultural Bank of China
<b>Jurisdiction of incorporation</b>	People's Republic of China

<b>Address, fax number and attention details for notices</b>	As confirmed by the Borrowers from time to time.
<b>Name</b>	China Merchant Bank
<b>Jurisdiction of incorporation</b>	People's Republic of China
<b>Address, fax number and attention details for notices</b>	As confirmed by the Borrowers from time to time.

**Schedule 2  
Ship information**

Ship A	
<b>Hull Number:</b>	N1130
<b>Owner of Ship:</b>	Wind Ally Limited (as such company name may subsequently be amended)
<b>Scheduled Delivery Date:</b>	8 September 2025
<b>Backstop Date:</b>	7 March 2026
<b>Delivery Commitment:</b>	€227,500,000
<b>Mission Equipment Commitment:</b>	€35,000,000
<b>Scheduled Redelivery Date:</b>	1 December 2025
<b>Ship Commitment:</b>	€262,500,000
<b>Expected Flag State:</b>	Denmark
<b>Expected Port of Registry:</b>	Copenhagen
<b>Major Casualty Amount:</b>	€2,000,000
<b>Classification Society:</b>	DNV GL
<b>Classification:</b>	DNVX1A Self-Elevating Wind Turbine Installation Unit, Crane Unit, Crane Offshore, Clean(Tier III), Battery(Power), DYNPOS(AUTR), E0, HELDK, COMF-MOU(3), Shore Power, SPS, NAUT(AW), Cyber Secure(-)
<b>Building Contract details:</b>	Ship building contract for the construction and sale of one (1) wind turbine installation vessel (hull no. N1130) between Cadeler A/S as buyer and COSCO Shipping (Qidong) Offshore Co., Ltd (启东中远海运海洋工程有限公司), as builder dated 9 May 2022
<b>Builder's name:</b>	COSCO Shipping (Qidong) Offshore Co., Ltd. (启东中远海运海洋工程有限公司)
<b>Builder's jurisdiction of incorporation:</b>	People's Republic of China
<b>Builder's registered office:</b>	No.1 Zhongyuan Road, Yinyang, Qidong, Jiangsu, China
<b>Mission Equipment:</b>	Monopile Gripper – A24-41000 (2025), DNV Project No A1497757 Upending Frame and Storage System – A24-46000 (2025), DNV Project No A1614169
<b>Mission Equipment Contract details:</b>	Mission Equipment building and installation contract for the construction and sale of the Mission Equipment between Cadeler A/S as buyer and Huisman Equipment BV as contractor dated  MP Gripper: 24/01/2024 Upending frame and Storage System: 19/06/2024.
<b>Contractor's name:</b>	Huisman Equipment BV



<b>Contractor's jurisdiction of incorporation:</b>	The Netherlands
<b>Contractor's registered office:</b>	Admiraal Trompstraat 2, 3115 HH Schiedam, The Netherlands
<b>Initial Bareboat Charter description</b>	Reference is made to the Initial Bareboat Charter between the Owner and the Parent the form of which shall be delivered by the Parent to the Agent prior to the delivery of the first Utilisation Request relating to Ship A under this Agreement to the Agent.
<b>Initial Charters and Initial Charterers description</b>	Reference is made to the list of Initial Charters and the timeline and particulars of employment to be delivered by the Parent to the Agent in accordance with Schedule 3 ( <i>Conditions precedent</i> ) of this Agreement, providing for a minimum aggregate fixed hire period or total employment or service of at least 16 months (with one or more option(s) for the relevant charterer(s) to extend by a total period of up to 5 months in aggregate) over the course of a maximum period of 30 months from Delivery, detailing scheduled deliveries or commissioning of the Ship under its Initial Charters which allow for fulfilment of all such Initial Charters within 30 months from Delivery.

<b>Ship B</b>	
<b>Hull Number:</b>	N1131
<b>Owner of Ship:</b>	Wind Ace Limited (as such company name may subsequently be amended)
<b>Scheduled Delivery Date:</b>	28 July 2026
<b>Backstop Date:</b>	24 January 2027
<b>Penultimate Instalment Backstop Date:</b>	The last date on which the relevant Owner is able to pay such instalment without being in breach of the relevant Building Contract (pursuant to the terms of the Building Contract), being no later than the Backstop Date for Ship B.
<b>Pre-Delivery Commitment:</b>	€50,000,000
<b>Delivery Commitment:</b>	€227,500,000
<b>Mission Equipment Commitment:</b>	€35,000,000
<b>Scheduled Redelivery Date:</b>	2 October 2026
<b>Ship Commitment:</b>	€262,500,000
<b>Expected Flag State:</b>	Denmark
<b>Expected Port of Registry:</b>	Copenhagen
<b>Major Casualty Amount:</b>	€2,000,000
<b>Classification Society:</b>	DNV GL
<b>Classification:</b>	DNV X1A Self-Elevating Wind Turbine Installation Unit, Crane Unit, Crane Offshore, Clean(Tier III), Battery(Power), DYNPOS(AUTR), E0, HELDK, COMF-MOU(3), Shore Power, SPS, NAUT(AW), Cyber Secure(-)
<b>Building Contract details:</b>	Ship building contract for the construction and sale of one (1) wind turbine installation vessel (hull no. N1131) between Cadeler A/S as buyer and COSCO Shipping (Qidong) Offshore Co., Ltd (启东中远海运海洋工程有限公司), as builder dated 21 November 2022
<b>Builder's name:</b>	COSCO Shipping (Qidong) Offshore Co., Ltd. (启东中远海运海洋工程有限公司)
<b>Builder's jurisdiction of incorporation:</b>	People's Republic of China
<b>Builder's registered office:</b>	No.1 Zhongyuan Road, Yinyang, Qidong, Jiangsu, China
<b>Initial Refund Guarantee:</b>	dated 13 December 2022 in respect of the first instalment
<b>Initial Refund Guarantor:</b>	Bank of China Ltd., Shanghai Branch
<b>Mission Equipment:</b>	Monopile Gripper ( <u>same type as for Ship A</u> ) – A24-41000 (2025), DNV Project No A1497757 Upending Frame and Storage System ( <u>same type as for Ship A</u> ) – A24-46000 (2025), DNV Project No A1614169
<b>Mission Equipment Contract details:</b>	Mission Equipment building and installation contract for the construction and sale of the Mission Equipment <u>entered into or to be entered into</u> between Cadeler A/S as buyer and Huisman Equipment BV as contractor dated

	MP Gripper: Upending frame and Storage System:
<b>Contractor's name:</b>	Huisman Equipment BV
<b>Contractor's jurisdiction of incorporation:</b>	The Netherlands
<b>Contractor's registered office:</b>	Admiraal Trompstraat 2, 3115 HH Schiedam, The Netherlands
<b>Initial Bareboat Charter description</b>	Reference is made to the Initial Bareboat Charter between the Owner and the Parent the form of which shall be delivered by the Parent to the Agent prior to the delivery of the first Utilisation Request relating to Ship B under this Agreement to the Agent.
<b>Initial Charters and Initial Charterers description</b>	Reference is made to the list of Initial Charters and the timeline and particulars of employment to be delivered by the Parent to the Agent in accordance with Schedule 3 ( <i>Conditions precedent</i> ) of this Agreement, providing for a minimum aggregate fixed hire period or total employment or service of at least 16 months (with one or more option(s) for the relevant charterer(s) to extend by a total period of up to 5 months in aggregate) over the course of a maximum period of 30 months from Delivery, detailing scheduled deliveries or commissioning of the Ship under its Initial Charters which allow for fulfilment of all such Initial Charters within 30 months from Delivery.

**Schedule 3**  
**Conditions precedent**

**Part 1**  
**Initial conditions precedent**

**1 Original Obligor's corporate documents**

- (a) A copy of the Constitutional Documents of each Original Obligor.
- (b) A copy of a resolution of the board of directors of each Original Obligor (or, if applicable, any committee of such board empowered to approve and authorise the following matters):
  - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party (its **Relevant Documents**) and resolving that it execute, deliver and perform the Relevant Documents to which it is a party;
  - (ii) authorising a specified person or persons to execute its Relevant Documents on its behalf; and
  - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request and any Selection Notice) to be signed and/or despatched by it under or in connection with its Relevant Documents.
- (c) If applicable, a copy of a resolution of the board of directors of the relevant company, establishing any committee referred to in paragraph (b) above and conferring authority on that committee.
- (d) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above in relation to its Relevant Documents and related documents.
- (e) If applicable, a copy of a resolution signed by all the holders of the issued shares in each Original Obligor (other than the Parent), approving the terms of, and the transactions contemplated by, its Relevant Documents.
- (f) A certificate of each Original Obligor (signed by an authorised signatory) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on any Original Obligor (as applicable) to be exceeded.
- (g) A copy of any power of attorney under which any person is appointed by any Original Obligor to execute any of its Relevant Documents on its behalf.
- (h) A copy of a certificate of no winding-up order in respect of each Borrower.
- (i) A certificate of an authorised signatory of each relevant Original Obligor certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement and that any such resolutions or powers of attorney have not been revoked.

**2 Legal opinions**

The following legal opinions, each addressed to the Agent, the Security Agent, the ECAs, the Original Lenders and the Original Hedging Providers, substantially in the form distributed to the Original Lenders, the Original Hedging Providers and the ECAs and approved by the Agent prior to signing this Agreement and capable of being relied upon by any persons who become Lenders or Hedging Providers pursuant to the primary syndication of the Facilities:

- (a) a legal opinion of Norton Rose Fulbright LLP on matters of English law;
- (b) a legal opinion of Chrysses Demetriades & Co. LLC on matters of Cyprus law;
- (c) a legal opinion of Moalem Weitemeyer Advokatpartnerselskab on matters of Danish law;
- (d) a legal opinion of Shanghai Pacific Legal on matters of Chinese law (but excluding matters of Hong Kong, Macau Special Administrative Region and Taiwan law);
- (e) legal opinion of Advokatfirmaet Wiersholm AS on matters of Norwegian law; and
- (f) such other opinions or confirmations from relevant legal counsel selected by the Agent in respect of any matters in relation to this Agreement as the Agent shall deem necessary or desirable.

**3 Other documents and evidence**

- (a) Evidence that any process agent referred to in clause 57.2 (*Service of process*) or any equivalent provision of any other Finance Document entered into on or around the date of this Agreement, has accepted its appointment.
- (b) A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable (if it has notified the Borrowers accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document provided that such Authorisation or other document, opinion or assurance is requested at least five Business Days prior to the date on which the first Utilisation Request is delivered by the Borrowers to the Agent pursuant to clause 5.1 (*Delivery of a Utilisation Request*).
- (c) The Original Financial Statements.
- (d) The Fee Letters duly executed and evidence that the fees, commissions, costs and expenses then due from the Borrowers pursuant to clause 13 (*Fees*) and clause 18 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.
- (e) Confirmation from each ECA that such ECA accepts the terms of this Agreement and the other Finance Documents (or that it does not wish to or intend to review them).

**4 Bank accounts**

Evidence that any Account required to be established under clause 30 (*Bank accounts*) has been opened and established, that any Account Security in respect of each such Account has been executed and delivered by the relevant Account Holder(s) and that any notice required to be given to an Account Bank under that Account Security has been given to it and acknowledged by it in the manner required by that Account Security.

**5 Construction matters**

A copy, certified by an approved person to be a true and complete copy, of:

- (a) the Building Contract for each Ship;
- (b) the Mission Equipment Contract for each Ship; and
- (c) any issued Refund Guarantee(s).

**6 Security Documents**

Duly executed and dated copies of each of the following Finance Documents, together with all duly executed notices, acknowledgments, letters, transfers, certificates and other documents required to be delivered thereunder:

- (a) Share Security; and
- (b) Account Security.

**7 "Know your customer" information**

Such documentation and information as any Finance Party may reasonably request through the Agent to comply with "know your customer" or similar identification procedures under all laws and regulations applicable to that Finance Party.

**8 Eksfin**

- (a) A duly executed copy of each Eksfin Guarantee, on terms satisfactory to the ECA Agent and the Eksfin Guaranteed Lenders, which is in full force and effect, except for the payment of the relevant portion of the Eksfin Premium.
- (b) The Borrowers having provided to the ECA Agent a copy of a payment confirmation evidencing and, if available, tracking (including UETR code to the beneficiary bank) payment to Eksfin of the relevant Eksfin flat upfront fees, as agreed in the relevant Fee Letter pursuant to clause 13.7(a) (*Eksfin Fees*).

**9 Initial Bareboat Charter**

A copy of the form of Initial Bareboat Charter for the Ship to which the first Utilisation Request under this Agreement relates.

**10 Initial Charters**

A copy of the timeline and particulars of employment as described in Schedule 2 (*Ship information*) for the Ship to which the first Utilisation Request under this Agreement relates.

**Part 2**  
**Conditions precedent on Utilisation of the Pre-Delivery Facility**

**1 Corporate documents**

- (a) A certificate of an authorised signatory of the Borrowers certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended.
- (b) A certificate of an authorised signatory of each other Original Obligor which is party to any of the Original Security Documents required to be executed at or before Utilisation of the Pre-Delivery Facility certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended.

**2 Security**

- (a) The Pre-Delivery Security Assignment, duly executed by the relevant Owner.
- (b) Duly executed notices of assignment and acknowledgements of those notices as required by the Pre-Delivery Security Assignment.
- (c) A Subordination Deed, if and to the extent required under the provisions of 31.3 (*Financial Indebtedness*) or 31.5 (*Loans and credit*) on account of any Financial Indebtedness incurred by a Borrower.

**3 Confirmation**

In respect of Ship B, a written confirmation from the Borrowers that:

- (a) the Builder does not have any claims against the relevant Owner and that there have been no breaches of the terms of the Building Contract Documents or any default thereunder by the relevant Owner;
- (b) there have been no:
  - (i) material amendments or variations to the Building Contract Documents;
  - (ii) releases of the Builder from any of its material obligations under the Building Contract or waiver of any breach of such obligations or any consent to anything which would otherwise be such a breach; or
  - (iii) releases of any Refund Guarantor from any of its obligations under the relevant Refund Guarantee or waiver of any breach of such obligations or any consent to anything which would otherwise be such a breach,except as may be stated in such confirmation and which have already been advised by the Borrowers to the Agent in writing and, if approval of the same was required under the Finance Documents, so approved; and
- (c) no action has been taken by the Builder or any Refund Guarantor which might in any way render any of the relevant Building Contract Documents wholly or partly inoperative or unenforceable.

**4 Construction matters**

In relation to Ship B:

- (a) An invoice or notification from the Builder demanding the whole or part payment of the Penultimate Instalment or, in the event that the relevant Owner has already paid the Penultimate Instalment, evidence of such payment.
- (b) In the event that, under the terms of the Building Contract for Ship B, the Penultimate Instalment is payable upon completion of a stage of construction of the Ship, such evidence that such stage of construction has been completed as is required of the Builder under the Building Contract (including, if required thereunder, stage certificate from the relevant classification society).
- (c) Evidence that all Refund Guarantees required under the Building Contract to be issued upon payment of the Penultimate Instalment (including any Refund Guarantees in relation to previous instalments) have been duly issued substantially in the form and substance set out in Annex A(i) of the Building Contract, by the Refund Guarantor(s).
- (d) A copy of the Refund Guarantee for the Penultimate Instalment and of each Refund Guarantee for each previous instalment (to the extent not previously delivered to the Agent under this Agreement).
- (e) Evidence that any instalments under the Building Contract in relation to the Ship which had been due and payable prior to the Penultimate Instalment have been paid in full.
- (f) Evidence that any part of the Penultimate Instalment which is not to be financed by the Pre-Delivery Facility has been paid or will be paid simultaneously with the Pre-Delivery Facility, to the Builder.
- (g) The Building Contract Novation Agreement duly executed by all parties to it and evidence that all Refund Guarantees have been re-confirmed in favour of the relevant Owner.

**5 Legal opinions**

The following further legal opinions, each addressed to the Agent, the Security Agent, the Original Lenders and the Original Hedging Providers, substantially in the form distributed to the Original Lenders and the Original Hedging Providers and approved by the Agent prior to signing this Agreement in relation to the relevant Security Documents for the relevant Ship and capable of being relied upon by any persons who become Lenders or Hedging Providers pursuant to the primary syndication of the Facilities:

- (a) a legal opinion of Norton Rose Fulbright LLP on matters of English law;
- (b) a legal opinion of Chrysses Demetriades & Co. LLC on matters of Cyprus law; and
- (c) such other opinions or confirmations from relevant legal counsel selected by the Agent in respect of any matters in relation to this Agreement as the Agent shall deem necessary or desirable.

**6 Fees and expenses**

Evidence that the fees, commissions, costs and expenses then due from the Borrowers pursuant to clause 13 (*Fees*) and clause 18 (*Costs and expenses*) have been paid or will be paid by the relevant Utilisation Date.

**7 Process Agent**

Evidence that any process agent of any Obligor referred to in any provision of any Finance Document to be entered into under this Part 2 has accepted its appointment.



8 **DSRA Balances**

Evidence that the Borrowers are in compliance with the minimum credit balances of the Debt Service Reserve Accounts in respect of the Owner of Ship B required under clause 30.3 (*Debt Service Reserve Account*).

9 **Initial Bareboat Charter**

A copy of the Initial Bareboat Charter for Ship B executed by all parties to it (i) evidencing that the terms of such Initial Bareboat Charter reflect the terms of the form of Initial Bareboat Charter provided to the Agent as described in Schedule 2 (*Ship information*) and providing for charter hire which, for the entire tenor of the same, is not less than the relevant Minimum Bareboat Charter Hire or (ii) in such form and substance acceptable to the Majority Lenders.

10 **Initial Charters**

In relation to Ship B's Initial Charters, a copy of the timeline and particulars of employment provided to the Agent as described in Schedule 2 (*Ship information*) (updated to the extent that it has been provided previously pursuant to the terms of this Agreement and there have been changes to such timeline and particulars of employment) certified by an approved person as being a true and complete copy as at a date no earlier than a date approved for this purpose, evidencing that Ship B's Initial Charters provide for a minimum aggregate fixed hire period or total employment or service of at least 16 months over the course of a maximum period of 30 months from Delivery.

**Part 3**  
**Conditions precedent on each Delivery**

**1 Corporate documents**

- (a) A certificate of an authorised signatory of the Borrowers certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended.
- (b) A certificate of an authorised signatory of each other Original Obligor which is party to any of the Original Security Documents required to be executed on or before Utilisation of the Delivery Loan of the relevant Ship certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended.

**2 Security**

- (a) The Mortgage, the General Assignment and (if applicable) the Deed of Covenant in respect of the relevant Ship duly executed by the relevant Owner.
- (b) The General Assignment in respect of the relevant Ship executed by the relevant Bareboat Charterer.
- (c) Duly executed notices of assignment (including notices of assignment of the Earnings or, with respect to an Initial Charter for the relevant Ship and for which a Quiet Enjoyment Agreement is to be entered into, all the rights under such Initial Charter, subject to the terms of clause 25.8(e)(ii) (*Chartering*)) and (on a reasonable efforts basis, unless such notice relates to an assignment of a Bareboat Charter or any charter commitment for which a Quiet Enjoyment Agreement is to be entered into where the relevant Ship has already been delivered under such charter commitment) acknowledgements of those notices as required by any of the above Security Documents, provided that no notices should be given in respect of a charter commitment or any guarantee in respect of such charter commitment (as applicable) if such charter commitment is not a Charter (and such guarantee is not a Charter Guarantee) or if an assignment would be in conflict with the relevant charter commitment or guarantee (but without prejudice to the provisions of clause 25.8(e) (*Chartering*)).
- (d) A Subordination Deed, if and to the extent required under the provisions of 31.3 (*Financial Indebtedness*) or 31.5 (*Loans and credit*) on account of any Financial Indebtedness incurred by a Borrower.
- (e) Each Quiet Enjoyment Agreement required as a condition to the granting of the Mortgage over the relevant Ship or under any charter commitment for such Ship and/or the assignment of any rights under any charter commitment such Ship, where such Ship is to be delivered under such charter commitment on or has been delivered prior to the relevant Utilisation, duly executed by the relevant Owner or, as applicable, Bareboat Charterer, the Security Agent and the relevant charterer (the Borrowers hereby representing that no such charter commitment exists at the relevant time of Utilisation).

**3 Delivery and registration of Ship**

Evidence that the relevant Ship:

- (a) is (or will upon the release of the proceeds of the relevant Utilisation be) legally and beneficially owned by the relevant Owner and registered in the name of the relevant Owner

free from any Security Interests (other than Security Interests created under the Finance Documents) through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

- (b) is classed with the relevant Classification free of overdue requirements and overdue recommendations of the relevant Classification Society affecting class (including by way of an interim class certificate);
- (c) is insured in the manner required by the Finance Documents;
- (d) has been delivered to, and accepted for service by, the Bareboat Charterer under the relevant Bareboat Charter;
- (e) is free of any charter commitment (other than a Bareboat Charter and the Initial Charters for such Ship) which would require approval under the Finance Documents; and
- (f) is not subject to any prior registration (other than through the relevant Registry in the relevant Flag State) or that any prior registration has been or will (within such period as may be approved) be cancelled.

#### 4 **Mortgage registration**

Evidence that the Mortgage in respect of the relevant Ship has been (or will upon the release of the proceeds of the relevant Utilisation be) registered against the relevant Ship through the relevant Registry under the laws and flag of the relevant Flag State.

#### 5 **Legal opinions**

The following further legal opinions, each addressed to the Agent, the Security Agent, the ECAs, the Original Lenders and the Original Hedging Providers, substantially in the form distributed to the Original Lenders, the Original Hedging Providers and the ECAs and approved by the Agent prior to signing this Agreement in relation to the relevant Security Documents and the ECA Policies for the relevant Ship and capable of being relied upon by any persons who become Lenders or Hedging Providers pursuant to the primary syndication of the Facilities:

- (a) a legal opinion of Norton Rose Fulbright LLP on matters of English law;
- (b) a legal opinion of Moalem Weitemyer Advokatpartnerselskab on matters of Danish law;
- (c) a legal opinion of Chrysses Demetriades & Co. LLC on matters of Cyprus law;
- (d) legal opinion of Advokatfirmaet Wiersholm AS on matters of Norwegian law;
- (e) a legal opinion from legal counsel on matters of law of the relevant Flag State of the Ship; and
- (f) such other opinions or confirmations from relevant legal counsel selected by the Agent in respect of any matters in relation to this Agreement as the Agent shall deem necessary or desirable.

#### 6 **Insurance**

In relation to the relevant Ship's Insurances:

- (a) an opinion from insurance consultants appointed by the Agent on such Insurances;
- (b) evidence that such Insurances have been placed in accordance with clause 27 (*Insurance*); and

- (c) evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking (including fleet premium lien waivers) in favour of the Agent in an approved form in relation to the Insurances provided the same is requested at least 5 Business Days prior to the date on which the relevant Utilisation Request is delivered.

**7 ISM and ISPS Code**

Copies of:

- (a) the document of compliance issued in accordance with the ISM Code to the person who is the operator of the relevant Ship for the purposes of that code; and
- (b) if so requested by the Agent no later than 5 Business Days prior to the date on which the relevant Utilisation Request is delivered by the Borrowers (or the Parent on their behalf), any other certificates issued under any applicable code required to be observed by the relevant Ship or in relation to its operation under any applicable law.

**8 Value of security**

Valuations of the relevant Ship obtained (not more than 60 days before the relevant Utilisation Date) in accordance with clause 28 (*Minimum security value*) showing that the Security Value at the relevant time will be not less than 140 per cent of the amount of the Loans (including the Loan for that Ship that is to be drawn but disregarding the amounts borrowed and outstanding under the Pre-Delivery Loan until the Delivery of Ship B has occurred) upon execution of the Security Documents specified in paragraph 2 (*Security*) of this Part 3 of this Schedule and the Utilisation.

**9 Construction matters**

- (a) Evidence that any Authorisations required from any government entity for the export of the Ship by the Builder have been obtained or that no such Authorisations are required.
- (b) Evidence of the full Contract Price for the relevant Ship (as adjusted in accordance with the Building Contract, including amounts payable thereunder in respect of any variation orders for equipment or liquidated damages) showing that the amount of the relevant Loan is in compliance with the requirements of 5.3 (*Currency and amount*).
- (c) Evidence that the full Contract Price for the relevant Ship (as adjusted in accordance with its Building Contract, including amounts payable thereunder in respect of any variation orders for equipment) will have been paid upon the relevant Utilisation being made and that the Builder will not have any lien or other right to detain the Ship on its Delivery.
- (d) A copy of the builder's certificate and (if applicable) any bill of sale conveying title to the relevant Owner and the protocol of delivery and acceptance and commercial invoice and, if so requested by the Agent no later than 5 Business Days prior to the date on which the relevant Utilisation Request is delivered, any other certificates or documents required under the relevant Building Contract.
- (e) The Building Contract Novation Agreement for the relevant Ship (provided that this will not be required in respect of Ship B if already delivered pursuant to Part 2 of this Schedule), duly executed by all parties to it.
- (f) A declaration from the Builder with respect to compliance with applicable environmental, social and governance ("ESG") laws and regulations, particularly pertaining to labor and working conditions.

**10 Fees and expenses**

Evidence that the fees, commissions, costs and expenses then due from the Borrowers pursuant to clause 13 (*Fees*) and clause 18 (*Costs and expenses*) have been paid or will be paid by the relevant Utilisation Date.

11 **Inventory of Hazardous Materials**

A copy of the certificate being the document listing all the potentially hazardous materials on board the relevant Ship.

12 **Initial Bareboat Charter**

In relation to the relevant Ship's Initial Bareboat Charter, a copy of the Initial Bareboat Charter executed by all parties to it (i) evidencing that the terms of such Initial Bareboat Charter reflect the terms of the form of Initial Bareboat Charter provided to the Agent as described in Schedule 2 (*Ship information*) and providing for charter hire which, for the entire tenor of the same, is not less than the relevant Minimum Bareboat Charter Hire or (ii) in such form and substance acceptable to the Majority Lenders.

13 **Initial Charters**

In relation to the relevant Ship's Initial Charters:

- (a) to the extent such disclosure does not constitute a breach of the relevant Initial Charter, a description of the main terms of each Initial Charter; and
- (b) a copy of the timeline and particulars of employment provided to the Agent as described in Schedule 2 (*Ship information*) (updated to the extent that it has been provided previously pursuant to the terms of this Agreement and there have been changes to such timeline and particulars of employment) certified by an approved person as being a true and complete copy as at a date no earlier than a date approved for this purpose, evidencing that the relevant Ship's Initial Charters provide for a minimum aggregate fixed hire period or total employment or service of at least 16 months over the course of a maximum period of 30 months from Delivery.

14 **Management**

Where a manager of the relevant Ship has been approved in accordance with clause 25.4 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of the Management Agreement relating to such Ship in form and substance in all respects approved.

15 **Process Agent**

Evidence that any process agent of any Obligor referred to in any provision of any Finance Document to be entered into under this Part 2 has accepted its appointment.

16 **Sinosure Insurance Policy**

- (a) An original counterpart of the Sinosure Insurance Policy for the relevant Sinosure Insured Advance, duly executed by Sinosure, in addition to a copy of an English translation of that Sinosure Insurance Policy. For the avoidance of doubt the English translation shall be provided by legal advisers to the Lenders on matters of Chinese law (but excluding matters of Hong Kong, Macau Special Administrative Region and Taiwan law) at the Borrowers' cost, in form and substance satisfactory to the Agent, the ECA Agent and the Lenders.
- (b) A legal opinion of the legal advisers to the Agent in the People's Republic of China on matters of Chinese law (but excluding matters of Hong Kong, Macau Special Administrative Region and Taiwan law), substantially in the form approved by the Security Agent and the Sinosure Insured Lenders, which shall include confirmation that the relevant Sinosure Insurance Policy has been duly issued for the benefit of the Sinosure Insured Lenders by Sinosure and that it is in full force and effect.
- (c) Documents evidencing that the Sinosure Premium in relation to such Sinosure Insurance Policy and any costs and expenses which are then due and payable to Sinosure has been paid by the Borrowers and received by Sinosure in full, including a copy of Sinosure's

premium invoice or invoices for the Sinasure Premium in relation to such Sinasure Insurance Policy.

- (d) Confirmation from the ECA Agent to the Agent (in a manner satisfactory to the Agent) that Sinasure has confirmed: (i) that the relevant Sinasure Insurance Policy has become effective and (ii) it has received in full the Sinasure Premium payable pursuant to the relevant notice.
- (e) The Agent has not been informed in writing that Sinasure intends to, nor that Sinasure has stipulated in writing its intention to, repudiate or suspend the application of the Sinasure Insurance Policy for any Sinasure Insured Advance.
- (f) Sinasure has not instructed the ECA Agent that the relevant Sinasure Insured Advance should not be permitted or made available by the Sinasure Insured Lenders or, as the case may be, the Agent.
- (g) A copy of the relevant exporter declaration in the form required by Sinasure duly signed by an authorised signatory of the relevant Builder.

17 **Eksfin Guarantee**

- (a) An original counterpart of each Eksfin Guarantee, duly executed by Eksfin, in form and substance satisfactory to the Agent, the ECA Agent and the Eksfin Guaranteed Lenders.
- (b) A legal opinion of the legal advisers to the Agent in Norway, substantially in the form approved by the Security Agent and the Eksfin Guaranteed Lenders, which shall include confirmation that the relevant Eksfin Guarantee has been duly issued for the benefit of the Eksfin Guaranteed Lenders by Eksfin and that it is in full force and effect.
- (c) Documents evidencing that the ECA Premium and Eksfin Fees in relation to such Eksfin Guarantee and any costs and expenses which are then due and payable to Eksfin have been paid by the Borrowers and received by Eksfin in full, including a copy of each invoice or invoices for such Eksfin Premium and such Eksfin Fee in relation to such Eksfin Guarantee.
- (d) Eksfin has received an itemised statement, fee letter or list (in form and substance satisfactory to Eksfin) specifying all other premiums, fees, charges, commissions, etc. payable by the Borrowers or any other Obligor to any party under or in relation to this Agreement.
- (e) Confirmation from the ECA Agent to the Agent (in a manner satisfactory to the Agent) that Eksfin has confirmed: (i) that the relevant Eksfin Guarantee has become effective and (ii) it has, or will upon the Delivery Date have, received in full the Eksfin Fees and the relevant portion of the Eksfin Premium and due and payable in respect of that Eksfin Guarantee.
- (f) The Agent has not been informed in writing that Eksfin intends to, nor that Eksfin has stipulated in writing its intention to, repudiate or suspend the application of any Eksfin Guarantee.
- (g) Eksfin has not instructed the ECA Agent that the relevant Eksfin Guaranteed Advance should not be permitted or made available by the Eksfin Guaranteed Lenders or, as the case may be, the Agent.
- (h) A copy of each relevant exporter declaration (*Eksportørerklæringen*) in the form required by Eksfin, evidencing to Eksfin's satisfaction that:
  - (i) any contract for supplies to the applicable Ship under the relevant Building Contract included in the exporter declaration constitutes a Qualifying Norwegian Export Contract; and

- (ii) the amount to be drawn under the relevant Eksfin Guaranteed Advance does not exceed the aggregate contract amount of all the Qualifying Norwegian Export Contracts relating to that Building Contract, and

for the purposes of this paragraph (h), a **Qualifying Norwegian Export Contract** means any contract for supplies to the relevant Ship in connection with the relevant Building Contract where Norwegian content accounts for a minimum of 30% of such supplies and which is invoiced (in its entirety) from Norway.

- (i) Evidence satisfactory to Eksfin that the value of the Qualifying Norwegian Export Contracts relating to the relevant Ship has been paid by the Builder to the relevant Norwegian suppliers
- (j) A due diligence report (prepared in-house by Eksfin or by an external environmental and social consultant of international repute) in form and substance satisfactory to Eksfin, in relation to all relevant environmental and social laws and standards in relation to the relevant Ship, including labour rights at shipyards. Any fee payable to an external consultant, if applicable, shall be paid by the Borrowers (or any other Obligor as applicable).

18 **DSRA Balances**

Evidence that the Borrowers are in compliance with the minimum credit balances of the Debt Service Reserve Accounts required under clause 30.3 (*Debt Service Reserve Account*).

**Part 4**  
**Conditions precedent on each Redelivery**

**1 Corporate documents**

- (a) A certificate of an authorised signatory of the Borrowers certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended.
- (b) A certificate of an authorised signatory of each other Original Obligor which is party to any of the Original Security Documents required to be executed on or before Utilisation of the Mission Equipment Loan of the relevant Ship certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended.

**2 Security**

- (a)
  - (i) Confirmation in form and substance satisfactory to the Agent from legal counsel on matters of law of the relevant Flag State of the Ship that the Mission Equipment will be covered by the Mortgage for that Ship; or
  - (ii) if paragraph (i) above is not satisfied, the Mission Equipment Security in respect of the relevant Ship duly executed by the relevant Owner.
- (b) A Subordination Deed, if and to the extent required under the provisions of 31.3 (*Financial Indebtedness*) or 31.5 (*Loans and credit*) on account of any Financial Indebtedness incurred by a Borrower.
- (c) Each Quiet Enjoyment Agreement required as a condition to the granting of the Mortgage over the relevant Ship or under any charter commitment for such Ship and/or the assignment of any rights under any charter commitment such Ship, where such Ship is to be delivered under such charter commitment on or has been delivered prior to the relevant Utilisation, duly executed by the relevant Owner or, as applicable, Bareboat Charterer, the Security Agent and the relevant charterer (the Borrowers hereby representing that no such charter commitment exists at the relevant time).

**3 Mission Equipment**

Evidence that the relevant Mission Equipment:

- (a) is (or will upon the release of the proceeds of the relevant Utilisation be) legally and beneficially owned by the relevant Owner free from any Security Interests (other than Security Interests created under the Finance Documents);
- (b) is covered by the relevant Ship's Insurances;
- (c) has been installed on the relevant Ship and that Redelivery of such Ship has taken place (or will upon the release of the proceeds of the relevant Utilisation take place).

**4 Legal opinions**

The following further legal opinions, each addressed to the Agent, the Security Agent, the Eksfin, the Original Lenders and the Original Hedging Providers, substantially in the form distributed to



the Original Lenders, the Original Hedging Providers and Eksfin and approved by the Agent prior to signing this Agreement in relation to the relevant Security Documents for the relevant Ship and capable of being relied upon by any persons who become Lenders or Hedging Providers pursuant to the primary syndication of the Facilities:

- (a) a legal opinion of Norton Rose Fulbright LLP on matters of English law;
- (b) a legal opinion of Chrysses Demetriades & Co. LLC on matters of Cyprus law; and
- (c) such other opinions or confirmations from relevant legal counsel selected by the Agent in respect of any matters in relation to this Agreement as the Agent shall deem necessary or desirable.

**5 Value of security**

Valuations of the relevant Ship obtained (not more than 60 days before the relevant Utilisation Date) in accordance with clause 28 (*Minimum security value*) showing that the Security Value at the relevant time will be not less than 140 per cent of the amount of the Loans (including the Loan for that Ship that is to be drawn but disregarding the amounts borrowed and outstanding under the Pre-Delivery Loan unless the Delivery of Ship B has occurred) upon execution of the Security Documents specified in paragraph 2 (*Security*) of this Part 4 of this Schedule and the Utilisation.

**6 Construction matters**

- (a) Evidence that any Authorisations required from any government entity for the export of the Mission Equipment by the Contractor have been obtained or that no such Authorisations are required.
- (b) Evidence of the full Mission Equipment Contract Price for the relevant Ship (as adjusted in accordance with the Mission Equipment Contract, including amounts payable thereunder in respect of any variation orders for equipment or liquidated damages) showing that the amount of the relevant Loan is in compliance with the requirements of 5.3 (*Currency and amount*).
- (c) Evidence that the full Mission Equipment Contract Price for the relevant Ship (as adjusted in accordance with its Mission Equipment Contract, including amounts payable thereunder in respect of any variation orders for equipment) will have been paid upon the relevant Utilisation being made and that the Contractor will not have any lien or other right to detain the Ship (or the Mission Equipment) on its Redelivery.
- (d) A copy of the Completion Certificate or any other document conveying title of the Mission Equipment to the relevant Owner and, if so requested by the Agent no later than 5 Business Days prior to the date on which the relevant Utilisation Request is delivered, any other certificates or documents required under the relevant Mission Equipment Contract.

**7 Fees and expenses**

Evidence that the fees, commissions, costs and expenses then due from the Borrowers pursuant to clause 13 (*Fees*) and clause 18 (*Costs and expenses*) have been paid or will be paid by the relevant Utilisation Date.

**8 Initial Charters**

In relation to the relevant Ship's Initial Charters:

- (a) to the extent such disclosure does not constitute a breach of the relevant Initial Charter and to the extent not provided pursuant to Part 3 of this Schedule, a description of the main terms of each Initial Charter; and

- (b) a copy of the timeline and particulars of employment as described in Schedule 2 (*Ship information*) (updated to the extent that there have been any changes to such timeline and particulars of employment) certified by an approved person as being a true and complete copy as at a date no earlier than a date approved for this purpose, evidencing that the relevant Ship's Initial Charters provide for a minimum aggregate fixed hire period or total employment or service of at least 16 months over the course of a maximum period of 30 months from Delivery.

9 **Process Agent**

Evidence that any process agent of any Obligor referred to in any provision of any Finance Document to be entered into under this Part 4 has accepted its appointment.

10 **Eksfin Guarantee**

- (a) Documents evidencing that the ECA Premium and Eksfin Fees in relation to the relevant Eksfin Guarantee and any costs and expenses which are then due and payable to Eksfin have been paid by the Borrowers and received by Eksfin in full, including a copy of each invoice or invoices for such Eksfin Premium and such Eksfin Fee in relation to such Eksfin Guarantee.
- (b) Confirmation from the ECA Agent to the Agent (in a manner satisfactory to the Agent) that Eksfin has confirmed: (i) that the relevant Eksfin Guarantee has become effective and (ii) it has, or will upon the Redelivery Date have, received in full the Eksfin Fees and the relevant portion of the Eksfin Premium and due and payable in respect of that Eksfin Guarantee.
- (c) The Agent has not been informed in writing that Eksfin intends to, nor that Eksfin has stipulated in writing its intention to, repudiate or suspend the application of any Eksfin Guarantee.
- (d) Eksfin has not instructed the ECA Agent that the relevant Eksfin Guaranteed Advance should not be permitted or made available by the Eksfin Guaranteed Lenders or, as the case may be, the Agent.
- (e) A copy of each relevant exporter declaration (*Eksportørerklæringen*) in the form required by Eksfin duly signed by an authorised signatory of the relevant Contractor, evidencing to Eksfin's satisfaction that:
  - (i) any contract for supplies to the applicable Ship under the relevant Mission Equipment Contract included in the exporter declaration constitutes a Qualifying Norwegian Export Contract; and
  - (ii) the aggregate amount to be drawn under the relevant Eksfin Guaranteed Advance does not, together with the amount of the Eksfin Guaranteed Advance drawn in relation to the Delivery of the relevant Ship, exceed the aggregate contract amount of all the Qualifying Norwegian Export Contracts relating to the relevant Mission Equipment Contract and Building Contract; and
  - (iii) the aggregate contract amount of all the Qualifying Norwegian Export Contracts relating to the relevant Mission Equipment Contract and Building Contract is no less than €55,000,000, and

for the purposes of this paragraph (h), a **Qualifying Norwegian Export Contract** means any contract for supplies to the relevant Ship in connection with the relevant Mission Equipment Contract where Norwegian content accounts for a minimum of 30% of such supplies and which is invoiced (in its entirety) from Norway.

- (f) Evidence satisfactory to Eksfin that the value of the Qualifying Norwegian Export Contracts relating to the relevant Mission Equipment has been paid by the Contractor to the relevant Norwegian suppliers

11 **DSRA Balances**

Evidence that the Borrowers are in compliance with the minimum credit balances of the Debt Service Reserve Accounts required under clause 30.3 (*Debt Service Reserve Account*).

**Part 5**  
**Conditions subsequent**

**1 Mission Equipment**

In respect of each Ship, evidence that Redelivery for that Ship has occurred on or before its Redelivery Backstop Date.

**2 Security**

In respect of each Initial Charter where the relevant Ship has not been delivered to the relevant charterer under such Initial Charter at the time of the Utilisation upon Delivery of such Ship, no later than the date falling ten Business Days prior to the delivery of the relevant Ship to the relevant charterer:

- (a) duly executed acknowledgements of any notice of assignment as required pursuant to paragraph 2 of Part 3 of Schedule 3 (*Conditions precedent*) which relate to an assignment of all the rights (including to Earnings) of the relevant Owner or Bareboat Charterer under such Initial Charter (and any related Charter Guarantee) or, as applicable, an assignment of Earnings under such Initial Charter (and any related Charter Guarantee), for which a Quiet Enjoyment Agreement is to be entered into; and
- (b) each Quiet Enjoyment Agreement required as a condition to the granting of a Mortgage under a Charter or any other charter commitment and/or the assignment of all the rights (including to Earnings) of the relevant Owner or Bareboat Charterer under such Charter or charter commitment, or, as applicable, the assignment of Earnings under a Charter or any other charter commitment in place at the time of such Utilisation, in agreed form by all parties thereto.

**Part 6**  
**Conditions Precedent for Additional Guarantors**

- 1 An Accession Deed duly executed by the relevant Additional Guarantor and the Parent.
  - 2 A copy of the Constitutional Documents of the relevant Additional Guarantor.
  - 3 A copy of a resolution of the board of directors of the relevant Additional Guarantor:
    - (a) approving the terms of, and the transactions contemplated by, the Accession Deed and the Finance Documents and resolving that it execute, deliver and perform the Accession Deed and any other Finance Document to which it is party;
    - (b) authorising a specified person or persons to execute the Accession Deed and other Finance Documents on its behalf;
    - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices (including any Utilisation Request or Selection Notice) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party; and
    - (d) authorising the Parent to act as its agent in connection with the Finance Documents
  - 4 A specimen of the signature of each person authorised by the resolution referred to in paragraph 3 above.
  - 5 If applicable, a copy of a resolution signed by all the holders of the issued shares in the relevant Additional Guarantor, approving the terms of, and the transactions contemplated by, the Accession Deed and the Finance Documents.
  - 6 A certificate of the relevant Additional Guarantor (signed by an authorised signatory) confirming that guaranteeing or securing, as appropriate, the Total Commitments would not cause any guarantee, security or similar limit binding on it to be exceeded.
  - 7 A certificate of an authorised signatory of the relevant Additional Guarantor certifying that each copy document listed in this Part 6 of Schedule 3 (*Conditions precedent*) in respect of the Additional Guarantor is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the Accession Deed.
  - 8 A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by the Accession Deed or for the validity and enforceability of any Finance Document.
  - 9 If available, the latest audited financial statements of the relevant Additional Guarantor.
  - 10 The following legal opinions, each addressed to the Agent, the Security Agent, the Lenders and the ECAs:
    - (a) A legal opinion of Norton Rose Fulbright LLP, legal advisers to the Agent in England, as to English law in the form distributed to the Lenders, the Agent and the ECAs prior to signing the Accession Deed.
    - (b) A legal opinion of the legal advisers to the Agent in the jurisdiction of incorporation of the relevant Additional Guarantor and the jurisdiction of the governing law of each Finance Document to which it is a party (an **Applicable Jurisdiction**) as to the law of each Applicable Jurisdiction and in the form distributed to the Lenders, the Agent and the ECAs prior to signing the Accession Deed.
-

- 11 If the relevant Additional Guarantor is incorporated in a jurisdiction other than England and Wales, evidence that the process agent specified in clause 57.2 (*Service of process*), if not an Obligor, has accepted its appointment in relation to that Additional Guarantor.
- 12 Any Finance Documents which are required by the Agent to be executed by the relevant Additional Guarantor.
- 13 Such documentary evidence as legal counsel to the Agent may require, that the relevant Additional Guarantor has complied with any law in its jurisdiction relating to financial assistance or analogous process.

**Schedule 4  
Utilisation Request**

From: [●] and [●]  
[Cadelar A/S]  
To: [DNB Bank ASA as Agent]  
Dated: [●]

Dear Sirs

**€525,000,000 Facilities Agreement dated [●] (the Facilities Agreement)**

1 We refer to the Facilities Agreement. This is a Utilisation Request. Terms defined in the Facilities Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2 We wish to borrow the following Advance(s) under the [Pre-Delivery Commitment][Delivery Commitment][Mission Equipment Commitment] [for Ship[A][B]] on the following terms:

Proposed Utilisation Date: [●] (or, if that is not a Business Day, the next Business Day)

**[specify Advance]**

**[specify Advance]**

**[specify Advance]**

Loan Amount: €[●]

3 We confirm that each condition specified in clause 4.5 (*Further conditions precedent*) of the Facilities Agreement is satisfied on the date of this Utilisation Request.

4 [We request that an amount of €[●] (being the Retained Portion) be retained by the Agent and an amount equal to the Retained Portion shall be made available to the Borrowers promptly after the Release (as defined in clause 5.5(c) (*Pre-placement of Advances*)) of the Facilities Agreement.]

5 The purpose of these Advances is **[specify purpose complying with clause 3 of the Facilities Agreement]** [and its proceeds should be credited to [●] [specify account]].

6 We request that the first Interest Period for the relevant Advances be [3] Months.

7 [The final [Contract Price][Mission Equipment Contract Price] for Ship [A][B] is €[●].

8 [The final amount of the Penultimate Instalment is €[●].]

9 This Utilisation Request is irrevocable and cannot be varied without the prior written consent of the Majority Lenders [and the ECAs].

Yours faithfully

.....  
authorised signatory for  
[●]

.....  
authorised signatory for  
[●]

.....  
authorised signatory for  
**Cadeler A/S**



### 提款还款情况通报表

(出口买方信贷保险适用)

## Disbursement and Repayment Report of Buyer's Credit Insurance

填表日期 (Date of Reporting):

X年X月X日(DD/MM /YY)

货币单位 (Currency):

项目名称Project Name:		保险单号 Insurance Policy N°:		备注Comments:
借款人Borrowers		担保人Guarantor		
贷款人Lender(s)		贷款协议号Loan Agreement Ref.		
出口方Exporter		项目所在国Host Country		
<b>提款情况 Disbursements</b>				
计划提款日期Scheduled Disbursement Date	计划提款金额 Scheduled Disbursement Amount	实际提款日期 Actual Disbursement Date	实际提款金额 Actual Disbursement Amount	备注 Comments:

1	X年X月X日(DD/MM /YY)				X年X月X日(DD/MM /YY)						
...	...				...						
累计提款金额 Accumulated Disbursements:					0.00					0.00	
<b>还款情况 Repayments</b>											
	计划还款日期 Scheduled Repayment Date	计划还款金额 Scheduled Repayment Amount	本金 Principle	利息 Interest	适用利率 Applicable Interest Rate	实际还款日期 Actual Repayment Date	实际还款金额 Actual Repayment Amount	本金 Principle	利息 Interest	适用利率 Applicable Interest Rate	备注 Comments
1	X年X月X日 (DD/MM /YY)					X年X月X日 (DD/MM /YY)					
...	...					...					
累计金额 Accumulated Amount:		0.00	0.00	0.00		累计金额 Accumulated Amount:	0.00	0.00	0.00		

**填表说明：**

1. 本表仅用为贷款银行向中国出口信用保险公司通报贷款协议支付和回收管理情况。  
This form is only set for the purpose of reporting to be made by the Lenders to SINOSURE regarding disbursements and payments of the loan.
2. 贷款银行将贷款汇入借款人帐户后，在10个工作日内书面通知中国出口信用保险公司放款情况。  
Within 10 days after transfer of funds by the Lenders to the account of the Borrower, the Lenders shall notify SINOSURE in writing the relevant

disbursement.

3. 如果按贷款协议规定，出现逾期未收情况，请及时通报说明。  
Upon the occurrence of any amount becoming overdue as per the provisions of the Loan Agreement, notification of such shall be made immediately.
4. 本表中利息不包括逾期后产生的利息。  
The interest declared in this table does not include any interest for overdue payment.
5. 本表应本着实事求是，最大诚信原则填写。  
This table shall be written and reported in good faith.

填表人：                      复核人：                      公章                      - 年 - 月 - 日

Reporting made by:                      Reviewed by:                      Company Stamp                      (DD/MM /YY)

**Schedule 6  
Selection Notice**

From: [●]

and

[●]

To: [DNB Bank ASA as Agent]

Dated: [●]

Dear Sirs

**€525,000,000 Facilities Agreement dated [●] (the Facilities Agreement)**

- 1 We refer to the Facilities Agreement. This is a Selection Notice. Terms defined in the Facilities Agreement have the same meaning in this Selection Notice unless given a different meaning in this Selection Notice.
- 2 We request that the next Interest Period for the [Pre-Delivery Loan][Delivery Loan][Mission Equipment Loan][in relation to Ship [A][B]] be [●] Months.
- 3 This Selection Notice is irrevocable.

Yours faithfully

.....  
authorised signatory for  
[●]

.....  
authorised signatory for  
[●]

**Schedule 7**  
**Original Schedule of Repayment Amounts**

**Ship Tranche A Delivery Loan**

	Commercial Delivery Advance	Sinosure Insured Delivery Advance	Eksfin Guaranteed Delivery Advance
	€40,000,000	€150,000,000	€37,500,000
First	833,333.33	3,125,000	781,250
Second	833,333.33	3,125,000	781,250
Third	833,333.33	3,125,000	781,250
Fourth	833,333.33	3,125,000	781,250
Fifth	833,333.33	3,125,000	781,250
Sixth	833,333.33	3,125,000	781,250
Seventh	833,333.33	3,125,000	781,250
Eighth	833,333.33	3,125,000	781,250
Ninth	833,333.33	3,125,000	781,250
Tenth	833,333.33	3,125,000	781,250
Eleventh	833,333.33	3,125,000	781,250
Twelfth	833,333.33	3,125,000	781,250
Thirteenth	833,333.33	3,125,000	781,250
Fourteenth	833,333.33	3,125,000	781,250
Fifteenth	833,333.33	3,125,000	781,250
Sixteenth	833,333.33	3,125,000	781,250
Seventeenth	833,333.33	3,125,000	781,250
Eighteenth	833,333.33	3,125,000	781,250
Nineteenth	833,333.33	3,125,000	781,250
Twentieth	833,333.33	3,125,000	781,250
Twenty-first	833,333.33	3,125,000	781,250
Twenty-second	833,333.33	3,125,000	781,250
Twenty-third	833,333.33	3,125,000	781,250
Twenty-fourth	833,333.33	3,125,000	781,250
Twenty-fifth	833,333.33	3,125,000	781,250
Twenty-sixth	833,333.33	3,125,000	781,250
Twenty-seventh	833,333.33	3,125,000	781,250
Twenty-eighth	833,333.33	3,125,000	781,250
Twenty-ninth	833,333.33	3,125,000	781,250
Thirtieth	833,333.33	3,125,000	781,250
Thirty-first	833,333.33	3,125,000	781,250
Thirty-second	833,333.33	3,125,000	781,250
Thirty-third	833,333.33	3,125,000	781,250
Thirty-fourth	833,333.33	3,125,000	781,250
Thirty-fifth	833,333.33	3,125,000	781,250

Thirty-sixth	833,333.33	3,125,000	781,250
Thirty-seventh	833,333.33	3,125,000	781,250
Thirty-eighth	833,333.33	3,125,000	781,250
Thirty-ninth	833,333.33	3,125,000	781,250
Fortieth	833,333.33	3,125,000	781,250
Forty-first	833,333.33	3,125,000	781,250
Forty-second	833,333.33	3,125,000	781,250
Forty-third	833,333.33	3,125,000	781,250
Forty-fourth	833,333.33	3,125,000	781,250
Forty-fifth	833,333.33	3,125,000	781,250
Forty-sixth	833,333.33	3,125,000	781,250
Forty-seventh	833,333.33	3,125,000	781,250
Forty-eighth	833,333.33	3,125,000	781,250

**Ship Tranche B Delivery Loan**

	Commercial Delivery Advance	Sinosure Insured Delivery Advance	Eksfin Guaranteed Delivery Advance
	€40,000,000	€150,000,000	€37,500,000
First	833,333.33	3,125,000	781,250
Second	833,333.33	3,125,000	781,250
Third	833,333.33	3,125,000	781,250
Fourth	833,333.33	3,125,000	781,250
Fifth	833,333.33	3,125,000	781,250
Sixth	833,333.33	3,125,000	781,250
Seventh	833,333.33	3,125,000	781,250
Eighth	833,333.33	3,125,000	781,250
Ninth	833,333.33	3,125,000	781,250
Tenth	833,333.33	3,125,000	781,250
Eleventh	833,333.33	3,125,000	781,250
Twelfth	833,333.33	3,125,000	781,250
Thirteenth	833,333.33	3,125,000	781,250
Fourteenth	833,333.33	3,125,000	781,250
Fifteenth	833,333.33	3,125,000	781,250
Sixteenth	833,333.33	3,125,000	781,250
Seventeenth	833,333.33	3,125,000	781,250
Eighteenth	833,333.33	3,125,000	781,250
Nineteenth	833,333.33	3,125,000	781,250
Twentieth	833,333.33	3,125,000	781,250
Twenty-first	833,333.33	3,125,000	781,250
Twenty-second	833,333.33	3,125,000	781,250
Twenty-third	833,333.33	3,125,000	781,250

Twenty-fourth	833,333.33	3,125,000	781,250
Twenty-fifth	833,333.33	3,125,000	781,250
Twenty-sixth	833,333.33	3,125,000	781,250
Twenty-seventh	833,333.33	3,125,000	781,250
Twenty-eighth	833,333.33	3,125,000	781,250
Twenty-ninth	833,333.33	3,125,000	781,250
Thirtieth	833,333.33	3,125,000	781,250
Thirty-first	833,333.33	3,125,000	781,250
Thirty-second	833,333.33	3,125,000	781,250
Thirty-third	833,333.33	3,125,000	781,250
Thirty-fourth	833,333.33	3,125,000	781,250
Thirty-fifth	833,333.33	3,125,000	781,250
Thirty-sixth	833,333.33	3,125,000	781,250
Thirty-seventh	833,333.33	3,125,000	781,250
Thirty-eighth	833,333.33	3,125,000	781,250
Thirty-ninth	833,333.33	3,125,000	781,250
Fortieth	833,333.33	3,125,000	781,250
Forty-first	833,333.33	3,125,000	781,250
Forty-second	833,333.33	3,125,000	781,250
Forty-third	833,333.33	3,125,000	781,250
Forty-fourth	833,333.33	3,125,000	781,250
Forty-fifth	833,333.33	3,125,000	781,250
Forty-sixth	833,333.33	3,125,000	781,250
Forty-seventh	833,333.33	3,125,000	781,250
Forty-eighth	833,333.33	3,125,000	781,250

**Ship Tranche A Mission Equipment Loan**

	Commercial Mission Equipment Advance	Eksfin Guaranteed Mission Equipment Advance
	€17,500,000	€17,500,000
First	372,340.43	372,340.43
Second	372,340.43	372,340.43
Third	372,340.43	372,340.43
Fourth	372,340.43	372,340.43
Fifth	372,340.43	372,340.43
Sixth	372,340.43	372,340.43
Seventh	372,340.43	372,340.43
Eighth	372,340.43	372,340.43
Ninth	372,340.43	372,340.43
Tenth	372,340.43	372,340.43
Eleventh	372,340.43	372,340.43
Twelfth	372,340.43	372,340.43

Thirteenth	372,340.43	372,340.43
Fourteenth	372,340.43	372,340.43
Fifteenth	372,340.43	372,340.43
Sixteenth	372,340.43	372,340.43
Seventeenth	372,340.43	372,340.43
Eighteenth	372,340.43	372,340.43
Nineteenth	372,340.43	372,340.43
Twentieth	372,340.43	372,340.43
Twenty-first	372,340.43	372,340.43
Twenty-second	372,340.43	372,340.43
Twenty-third	372,340.43	372,340.43
Twenty-fourth	372,340.43	372,340.43
Twenty-fifth	372,340.43	372,340.43
Twenty-sixth	372,340.43	372,340.43
Twenty-seventh	372,340.43	372,340.43
Twenty-eighth	372,340.43	372,340.43
Twenty-ninth	372,340.43	372,340.43
Thirtieth	372,340.43	372,340.43
Thirty-first	372,340.43	372,340.43
Thirty-second	372,340.43	372,340.43
Thirty-third	372,340.43	372,340.43
Thirty-fourth	372,340.43	372,340.43
Thirty-fifth	372,340.43	372,340.43
Thirty-sixth	372,340.43	372,340.43
Thirty-seventh	372,340.43	372,340.43
Thirty-eighth	372,340.43	372,340.43
Thirty-ninth	372,340.43	372,340.43
Fortieth	372,340.43	372,340.43
Forty-first	372,340.43	372,340.43
Forty-second	372,340.43	372,340.43
Forty-third	372,340.43	372,340.43
Forty-fourth	372,340.43	372,340.43
Forty-fifth	372,340.43	372,340.43
Forty-sixth	372,340.43	372,340.43
Forty-seventh	372,340.43	372,340.43



**Ship Tranche B Mission Equipment Loan**

	Commercial Mission Equipment Advance	Eksfin Guaranteed Mission Equipment Advance
	€17,500,000	€17,500,000
First	372,340.43	372,340.43
Second	372,340.43	372,340.43
Third	372,340.43	372,340.43
Fourth	372,340.43	372,340.43
Fifth	372,340.43	372,340.43
Sixth	372,340.43	372,340.43
Seventh	372,340.43	372,340.43
Eighth	372,340.43	372,340.43
Ninth	372,340.43	372,340.43
Tenth	372,340.43	372,340.43
Eleventh	372,340.43	372,340.43
Twelfth	372,340.43	372,340.43
Thirteenth	372,340.43	372,340.43
Fourteenth	372,340.43	372,340.43
Fifteenth	372,340.43	372,340.43
Sixteenth	372,340.43	372,340.43
Seventeenth	372,340.43	372,340.43
Eighteenth	372,340.43	372,340.43
Nineteenth	372,340.43	372,340.43
Twentieth	372,340.43	372,340.43
Twenty-first	372,340.43	372,340.43
Twenty-second	372,340.43	372,340.43
Twenty-third	372,340.43	372,340.43
Twenty-fourth	372,340.43	372,340.43
Twenty-fifth	372,340.43	372,340.43
Twenty-sixth	372,340.43	372,340.43
Twenty-seventh	372,340.43	372,340.43
Twenty-eighth	372,340.43	372,340.43
Twenty-ninth	372,340.43	372,340.43
Thirtieth	372,340.43	372,340.43
Thirty-first	372,340.43	372,340.43
Thirty-second	372,340.43	372,340.43
Thirty-third	372,340.43	372,340.43
Thirty-fourth	372,340.43	372,340.43
Thirty-fifth	372,340.43	372,340.43
Thirty-sixth	372,340.43	372,340.43
Thirty-seventh	372,340.43	372,340.43
Thirty-eighth	372,340.43	372,340.43

Thirty-ninth	372,340.43	372,340.43
Fortieth	372,340.43	372,340.43
Forty-first	372,340.43	372,340.43
Forty-second	372,340.43	372,340.43
Forty-third	372,340.43	372,340.43
Forty-fourth	372,340.43	372,340.43
Forty-fifth	372,340.43	372,340.43
Forty-sixth	372,340.43	372,340.43
Forty-seventh	372,340.43	372,340.43

**Schedule 8**  
**Form of Accession Deed**

To: DNB Bank ASA as Agent and as Security Agent for the other Finance Parties to the Facilities Agreement referred to below

From: [insert Additional Guarantor name]

Dated: [●]

Dear Sirs

**€525,000,000 Facilities Agreement dated [●] (the Facilities Agreement)**

- 1 We refer to the Facilities Agreement. This deed (the **Accession Deed**) shall take effect as an Accession Deed for the purposes of the Facilities Agreement. Terms defined in the Facilities Agreement have the same meaning in this Accession Deed unless given a different meaning in this Accession Deed.
  - 2 With effect on the date of this Accession Deed, [●] (the **NewCo**) agrees to become an Additional Guarantor and to be bound by the terms of the Facilities Agreement and the other Finance Documents as an Additional Guarantor pursuant to clause 36.5 (*Additional Guarantors*) of the Facilities Agreement. [●] is a [company duly incorporated] under the laws of [name of relevant jurisdiction] with registered number [●].
  - 3 With effect on the date of this Accession Deed, the NewCo shall be, and is hereby made, an additional party to the Facilities Agreement, as joint and several guarantor with the Guarantors as at the date of the Facilities Agreement (the **Original Guarantors**) and any other Additional Guarantor previously made a guarantor under the Facilities Agreement (a **Previously Acceded Additional Guarantor**), and the Facilities Agreement shall henceforth be construed and treated in all respects as if references therein to “Guarantors” included references to the NewCo in addition to the Original Guarantors and any Previously Acceded Additional Guarantor.
  - 4 The NewCo hereby agrees with the Finance Parties, the Original Guarantors, any Previously Acceded Additional Guarantor [and the Parent] that, as and with effect from the date of this Accession Deed, it shall, jointly and severally with the Original Guarantors and any Previously Acceded Guarantor:
    - (a) be bound by the terms of the Facilities Agreement as if the NewCo had all times been named therein as Guarantor;
    - (b) duly and punctually perform all the liabilities and obligations whatsoever from time to time to be performed or discharged by the Original Guarantors and any Previously Acceded Additional Guarantor under the Facilities Agreement (and for which the Original Guarantors, any Previously Acceded Additional Guarantor and NewCo hereby agree to be jointly and severally liable); and
    - (c) without prejudice to the generality of paragraphs (a) and (b) above, be [indebted for][a guarantor under the Guarantee in respect of] the full amount of the Loan, interest thereon and all other sums which may be or become due to the Finance Parties pursuant to the Facility Agreement.
  - 5 The Parent confirms that no Default is continuing or would occur as a result of NewCo becoming an Additional Guarantor.
  - 6 NewCo’s administrative details for the purposes of the Facilities Agreement are as follows:

Address: [●]
-

Attention: [●]

7 This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS ACCESSION DEED** has been signed on behalf of the Agent, signed on behalf of the Security Agent, executed as a deed by the Parent and executed as a deed by *[Additional Guarantor]* and is delivered on the date stated above.

**EXECUTED as a DEED** )  
 by )  
 for and on behalf of ) .....  
 [●] ) Attorney-in-fact  
 as NewCo and Additional Guarantor )  
 in the presence of: )

.....  
 Witness  
 Name:  
 Address:  
 Occupation:

**EXECUTED as a DEED** )  
 by )  
 for and on behalf of ) .....  
**CADELER A/S** ) Attorney-in-fact  
 as Parent )  
 in the presence of: )

.....  
 Witness  
 Name:  
 Address:  
 Occupation:

**THE AGENT**

**[DNB BANK ASA]**

By:

**THE SECURITY AGENT**

**[DNB BANK ASA]**

By:



**Schedule 9**  
**Form of Transfer Certificate**

To: **DNB BANK ASA** as Agent

From: **[The Existing Lender]**, a company incorporated in **[insert jurisdiction of incorporation]** (the **Existing Lender**), and **[The New Lender]**, a company incorporated in **[insert jurisdiction of incorporation]** (the **New Lender**)

Dated:

**€525,000,000 Facilities Agreement dated [•] (the Facilities Agreement)**

- 8 We refer to the Facilities Agreement. This agreement (the **Agreement**) shall take effect as a Transfer Certificate for the purposes of the Facilities Agreement. Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
- 9 We refer to clause 35.8 (*Procedure for assignment*) of the Facilities Agreement:
- (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Facilities Agreement and the other Finance Documents which correspond to that portion of the Existing Lender's Commitment and participations in the Advances under the Facilities Agreement as specified in the Schedule.
  - (b) The Existing Lender is released from the obligations owed by it which correspond to that portion of the Existing Lender's Commitment and participations in the Advances under the Facilities Agreement specified in the Schedule (but the obligations owed by the Obligors under the Finance Documents shall not be released).
  - (c) On the Transfer Date the New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.
  - (d) The proposed Transfer Date is [•].
  - (e) The Facility Office and address, email address and attention details for notices of the New Lender for the purposes of clause 47.2 (*Addresses*) of the Facilities Agreement are set out in the Schedule.
- 10 The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in clause 35.7 (*Limitation of responsibility of Existing Lenders*) of the Facilities Agreement.
- 11 This Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with clause 35.9 (*Copy of Transfer Certificate to Borrowers*) of the Facilities Agreement, to the Borrowers (on behalf of each Obligor) of the assignment referred to in this Agreement.
- 12 This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- 13 This Agreement and any non-contractual obligations connected with it are governed by English law.
- 14 This Agreement has been entered into on the date stated at the beginning of this Agreement.

**Note: The execution of this Transfer Certificate may not assign a proportionate share of the Existing Lender's interest in any ECA Policy or in the Security Documents in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other**

formalities are required to perfect an assignment of such a share in the Existing Lender's interest in any ECA Policies or the Security Documents in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

**The Schedule**

**Rights to be assigned and obligations to be released and undertaken**

[insert relevant details]

[Facility Office address, email address and attention details for notices and account details for payments.]

[Existing Lender]      [New Lender]

By:      By:

This Agreement is accepted by the Agent as a Transfer Certificate for the purposes of the Facilities Agreement and the Transfer Date is confirmed as [ ].

Signature of this Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party.

[DNB BANK ASA] as Agent

By:

**Schedule 10**  
**Form of Compliance Certificate**

To: **DNB Bank ASA** as Agent

From: **Cadeler A/S**, a company incorporated in Denmark, as Parent

Dated: [●]

Dear Sirs

**€525,000,000 Facilities Agreement dated [●] (the Facilities Agreement)**

**1 Financial Covenants**

I/We confirm that as at the Measurement Period ended on [30 June] [31 December] [●]:

- (a) **Equity Ratio:** the Equity Ratio is [●]:1.0, calculated as shown in Appendix A and compared against a minimum ratio which is 0.35:1.0.
- (b) **Liquidity:** the Parent (on a consolidated basis) maintains Cash and Cash Equivalents of €[●], calculated as shown in Appendix B and compared against a minimum required amount of €[●].
- (c) **Working Capital:** the Working Capital was higher than zero (0), being €[●], calculated as shown in Appendix C.

**2 Security Requirement**

We confirm that the Security Value is €[●] calculated as shown in Appendix D, compared against a Minimum Value of €[●], calculated as shown in Appendix E.

**3 Distributions**

For the purposes of clause 31.13 (*Distributions and other payments by Group*), the ratio of (a) Net Interest Bearing Debt to (b) EBITDA, was [not] lower than 2.75:1.00.

**4 Default**

[I/We confirm that no Default has occurred and is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

Signed by:

.....  
**Chief Financial Officer**  
**CADELER A/S**

---



**Schedule 11**  
**Form of Green Loan Compliance Certificate**

To: [DNB Bank ASA as Agent]

From: [●]  
and  
[●]

Dated: [●]

Dear Sirs

**€525,000,000 Facilities Agreement dated [●] (the Facilities Agreement)**

- 1 We refer to the Facilities Agreement. This is a Green Loan Compliance Certificate. Terms defined in the Facilities Agreement have the same meaning when used in this Green Loan Compliance Certificate unless given a different meaning in this Green Loan Compliance Certificate.
- 2 This Green Loan Compliance Certificate is delivered with respect to the financial year ending [ ] (the **Relevant Financial Year**).
- 3 We confirm that **[Insert details re compliance with the Green Asset Criteria]**
- 4 As shown above, the Green Asset Criteria were [not] complied with. Accordingly:
  - (a) [the applicable Green Loan Margin Adjustment is an increase of the Sinasure Insured Margin and the Commercial Margin of 0.10 per cent. per annum and an increase of the Eksfin Guaranteed Margin of 0.05 per cent. per annum]/[there is no Green Loan Margin Adjustment];
  - (b) the Margin applicable to each Advance following the Green Loan Margin Adjustment is: [●]  
  
[Set out relevant calculations in reasonable detail]
- 5 We confirm that the Green Loan Report relating to the Relevant Financial Year and attached hereto is a correct and complete copy of the original and has not been amended or superseded as at the date of this Green Loan Compliance Certificate.

Signed

.....

.....

*Director*

*Director*

[●]

[●]



**Schedule 12**  
**Forms of Notifiable Debt Purchase Transaction Notice**

**Part 1**  
**Form of Notice on Entering into Notifiable Debt Purchase Transaction**

To: **DNB Bank ASA as Agent**

From: [The Lender]

Dated:

**€525,000,000 Facilities Agreement dated [●] 2025 (the “Agreement”)**

- 1 We refer to clause 36.3(b) (*Disenfranchisement of Debt Purchase Transactions entered into by Parent Affiliates*) of the Agreement. Terms defined in the Agreement have the same meaning in this notice unless given a different meaning in this notice.
- 2 We have entered into a Notifiable Debt Purchase Transaction.
- 3 The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

**Commitment**

**Amount of our Commitment to which Notifiable Debt Purchase Transaction relates**

[●]

*[insert amount (of Commitment) to which the relevant Debt Purchase Transaction applies]*

[Lender]

By:

---

**Part 2**

**Form of Notice on Termination of Notifiable Debt Purchase Transaction / Notifiable Debt Purchase Transaction ceasing to be with Parent Affiliate**

To: **DNB Bank ASA as Agent**

From: [The Lender]

Dated:

**€525,000,000 Facility Agreement dated [•] 2025 (the “Agreement”)**

- 1 We refer to clause 36.2 (*Prohibition on Debt Purchase Transactions by the Group*) of the Agreement. Terms defined in the Agreement have the same meaning in this notice unless given a different meaning in this notice.
- 2 A Notifiable Debt Purchase Transaction which we entered into and which we notified you of in a notice dated [ • ] has [terminated]/[ceased to be with a Parent Affiliate].
- 3 The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

**Commitment**

**Amount of our Commitment to which Notifiable Debt Purchase Transaction relates (Base Currency)**

[•]

*[insert amount (of Commitment) to which the relevant Debt Purchase Transaction applies]*

[Lender]

By:

---

**SIGNATURES**

**THE BORROWERS AND THE HEDGING GUARANTORS**

**WIND ALLY LIMITED**

By:

/s/ Peter Brogaard Hansen  
.....  
Attorney-in-fact

**WIND ACE LIMITED**

By:

/s/ Peter Brogaard Hansen  
.....  
Attorney-in-fact

**THE PARENT**

**CADELER A/S**

By: /s/ Peter Brogaard Hansen

**THE ARRANGERS**

**DNB BANK ASA**

By: /s/ Alexi George Remoundos

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Alexi George Remoundos

**CRÉDIT INDUSTRIEL ET COMMERCIAL SINGAPORE BRANCH**

By: /s/ Lee Chow Wee  
Head of Shipping Finance  
Asia Pacific

By: /s/ Yvonne Toh  
Director  
Shipping Finance

**THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SINGAPORE BRANCH**

By: /s/ Lim Jit Min  
Managing Director  
Head of Large Local Corporates

**KFW IPEX-BANK GMBH**

By:

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By: /s/ Angeline Teo

**COÖPERATIEVE RABOBANK U.A.**

By: /s/ Authorized Signatory  
/s/ Authorized Signatory

**BANCO SANTANDER, S.A.**

By: /s/ Antonia Tekki  
/s/ Jose Luis Vincent

**SOCIETE GENERALE**

By: /s/ Alexi George Remoundos

**SPAREBANK 1 SØR-NORGE**

By: /s/ Alexi George Remoundos

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By: /s/ Chu Kheng Sin  
Managing Director & Regional Head  
South and South East Asia  
Transportation Finance

**THE AGENT**  
**DNB BANK ASA**  
By: /s/ Alexi George Remoundos

**THE SECURITY AGENT**  
**DNB BANK ASA**  
By: /s/ Alexi George Remoundos

**THE ECA AGENT**  
**DNB BANK ASA**  
By: /s/ Alexi George Remoundos

**THE BOOKRUNNER, CO-ORDINATOR and GREEN LOAN ADVISOR**  
**DNB BANK ASA**  
By: /s/ Alexi George Remoundos

€575m Facilities Agreement – Signature Pages

---

**THE PRE-DELIVERY COMMERCIAL LENDERS**

**DNB BANK ASA**

By: /s/ Alexi George Remoundos

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Alexi George Remoundos

**CRÉDIT INDUSTRIEL ET COMMERCIAL SINGAPORE BRANCH**

By: /s/ Lee Chow Wee  
Head of Shipping Finance  
Asia Pacific

By: /s/ Yvonne Toh  
Director  
Shipping Finance

**THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SINGAPORE BRANCH**

By: /s/ Lim Jit Min  
Managing Director  
Head of Large Local Corporates

**KFW IPEX-BANK GMBH**

By: /s/ Alexi George Remoundos

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By: /s/ Angeline Teo

**COÖPERATIEVE RABOBANK U.A.**

By: /s/ Authorized Signatory  
/s/ Authorized Signatory

**SOCIETE GENERALE**

By: /s/ Alexi George Remoundos

**SPAREBANK 1 SØR-NORGE**

By: /s/ Alexi George Remoundos

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By: /s/ Chu Kheng Sin  
Managing Director & Regional Head  
South and South East Asia  
Transportation Finance

**THE SINOSURED INSURED LENDERS**

**DNB BANK ASA**

By: /s/ Alexi George Remoundos

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Alexi George Remoundos

**CRÉDIT INDUSTRIEL ET COMMERCIAL SINGAPORE BRANCH**

By: /s/ Lee Chow Wee  
Head of Shipping Finance  
Asia Pacific

By: /s/ Yvonne Toh  
Director  
Shipping Finance

**THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SINGAPORE BRANCH**

By: /s/ Lim Jit Min  
Managing Director  
Head of Large Local Corporates

**KFW IPEX-BANK GMBH**

By: /s/ Alexi George Remoundos

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By: /s/ Angeline Teo

**COÖPERATIEVE RABOBANK U.A.**

By: /s/ Authorized Signatory  
/s/ Authorized Signatory

**BANCO SANTANDER, S.A.**

By: /s/ Antonia Tekki  
/s/ Jose Luis Vincent

**SOCIETE GENERALE**

By: /s/ Alexi George Remoundos

**SPAREBANK 1 SØR-NORGE**

By: /s/ Alexi George Remoundos

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By: /s/ Chu Kheng Sin  
Managing Director & Regional Head  
South and South East Asia  
Transportation Finance



**THE EKSFIN GUARANTEED LENDERS**

**DNB BANK ASA**

By: /s/ Alexi George Remoundos

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Alexi George Remoundos

**CRÉDIT INDUSTRIEL ET COMMERCIAL SINGAPORE BRANCH**

By: /s/ Lee Chow Wee  
Head of Shipping Finance  
Asia Pacific

By: /s/ Yvonne Toh  
Director  
Shipping Finance

**THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SINGAPORE BRANCH**

By: /s/ Lim Jit Min  
Managing Director  
Head of Large Local Corporates

**KFW IPEX-BANK GMBH**

By: /s/ Alexi George Remoundos

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By: /s/ Angeline Teo

**COÖPERATIEVE RABOBANK U.A.**

By: /s/ Authorized Signatory  
/s/ Authorized Signatory

**BANCO SANTANDER, S.A.**

By: /s/ Antonia Tekki  
/s/ Jose Luis Vincent

**SOCIETE GENERALE**

By: /s/ Alexi George Remoundos

**SPAREBANK 1 SØR-NORGE**

By: /s/ Alexi George Remoundos

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By: /s/ Chu Kheng Sin  
Managing Director & Regional Head  
South and South East Asia  
Transportation Finance

**THE POST-DELIVERY COMMERCIAL LENDERS**

**DNB BANK ASA**

By: /s/ Alexi George Remoundos

**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By: /s/ Alexi George Remoundos

**CRÉDIT INDUSTRIEL ET COMMERCIAL SINGAPORE BRANCH**

By: /s/ Lee Chow Wee  
Head of Shipping Finance  
Asia Pacific

By: /s/ Yvonne Toh  
Director  
Shipping Finance

**KFW IPEX-BANK GMBH**

By: /s/ Alexi George Remoundos

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By: /s/ Angeline Teo

**COÖPERATIEVE RABOBANK U.A.**

By: /s/ Authorized Signatory  
/s/ Authorized Signatory

**BANCO SANTANDER, S.A.**

By: /s/ Antonia Tekki  
/s/ Jose Luis Vincent

**SOCIETE GENERALE**

By: /s/ Alexi George Remoundos

**SPAREBANK 1 SØR-NORGE**

By: /s/ Alexi George Remoundos

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By: /s/ Chu Kheng Sin  
Managing Director & Regional Head  
South and South East Asia  
Transportation Finance

**THE HEDGING PROVIDERS**

**DNB BANK ASA**

By: /s/ Alexi George Remoundos

**OVERSEA-CHINESE BANKING CORPORATION LIMITED**

By: /s/ Angeline Teo

**COÖPERATIEVE RABOBANK U.A.**

By: /s/ Authorized Signatory

/s/ Authorized Signatory

**SPAREBANK 1 SØR-NORGE**

By: /s/ Alexi George Remoundos

**STANDARD CHARTERED BANK (SINGAPORE) LIMITED**

By: /s/ Chu Kheng Sin

Managing Director & Regional Head

South and South East Asia

Transportation Finance

€575m Facilities Agreement – Signature Pages

---

## LIST OF SUBSIDIARIES OF CADELER A/S

<b>Name of Subsidiary</b>	<b>Jurisdiction of Incorporation</b>
Wind Orca Ltd.	Cyprus
Wind Osprey Ltd.	Cyprus
Wind N1063 Ltd.	Cyprus
Wind Pace Ltd.	Cyprus
Wind Ally Ltd.	Cyprus
Wind Ace Ltd.	Cyprus
Cadeler Holdings Limited	United Kingdom
Cadeler International Limited	United Kingdom
Cadeler UK Limited	United Kingdom
Wind Scylla Limited	United Kingdom
Wind Maker Limited	United Kingdom
Wind Mover Limited	United Kingdom
Seajacks 3 Limited	Japan
Seajacks Japan LLC	Japan

---

**INTERNAL RULES FOR HANDLING OF INSIDE INFORMATION AND TRADING IN SHARES AND OTHER  
FINANCIAL INSTRUMENTS  
CADELER A/S**

(Adopted by the board of directors on 26 October 2020)

**1. INTRODUCTION**

- 1.1 These internal rules have been prepared to ensure the Company's compliance with certain requirements under Regulation (EU) No. 596/2014 on market abuse (the "Market Abuse Regulation") and delegated and implementing acts issued pursuant hereto as well as certain requirements under the Norwegian Securities Trading Act, Danish Capital Markets Act and the Danish Companies Act (the "Danish Companies Act").
- 1.2 It is emphasised that a violation of the obligations and restrictions set out in these Internal Rules may be a criminal offence and may significantly harm the Company and its reputation. The Company may in case of violation these Internal Rules disclose information to the police and the relevant authorities, just as dismissal without notice may take place.
- 1.3 These rules are regularly and at least once a year reviewed by the Company's Board of Directors and Executive Management.
- 1.4 All questions in respect of the interpretation of these rules, including applicable restrictions in the possibility to purchase, sell or conduct other transactions in respect of the Shares or other Financial Instruments, shall be directed to the Company's General Counsel.

**2. PERSONS COVERED BY THE INTERNAL RULES**

- 2.1 These Internal Rules are divided into three parts, which are addressed to different groups of people.
- 2.2 The internal rules for Insiders (**Part 1**) are addressed to the Company's Board of Directors, Executive Management and other employees of the Company and the Group, who have access to Inside Information.
- 2.3 The internal rules governing the Company's trading in treasury Shares and other Financial Instruments (**Part 2**) are primarily addressed to the Company's Board of Directors and Executive Management.
- 2.4 Members of the Company's Board of Directors and members of the Executive Management (together "Reporting Persons") and such Reporting Persons' Closely Associated Persons (e.g. spouses/cohabitants, dependent children, other relatives in the household, and companies controlled by the aforementioned persons and/or the Reporting Person) are by law subject to a separate notification obligation in respect of transactions with Shares, debt instruments or derivatives and other financial instruments linked thereto. This notification obligation and certain other obligations for Reporting Persons are described in the internal rules regarding notification of transactions with Shares, debt instruments or derivatives or other Financial Instruments linked thereto made by Reporting Persons and their Closely Associated Persons (**Part 3**).
- 2.5 The Company's Executive Management shall ensure that all relevant persons receive a copy of these rules or the relevant parts hereof.

2.6 In connection with recruitment of new employees in the Company or within the Group, the Company's General Counsel shall ensure that such new employees, where relevant, are made familiar with the relevant parts of the Internal Rules and becomes aware of the sanctions that may be applicable in case of any violation of the rules.

### 3. DEFINITIONS

**“Ad-hoc Insider List”**: An Insider List which relates to a specific piece of Inside Information (e.g. a particular transaction, contract, corporate or financial event) and where each list includes all those persons who have access to the same piece of Inside Information.

**“Board of Directors”**: The Board of Directors of the Company and the individual members thereof.

**“Danish Capital Markets Act”**: The Danish Capital Markets Act as amended from time to time.

**“Closed Period”**: The period starting 30 calendar days before the publication of the annual report, the interim report for the first six months and/or the quarterly trading statements (if relevant), as applicable, where Reporting Persons are prohibited from trading in Financial Instruments.

**“Closely Associated Person”**: Natural or legal person with a relation to a Reporting Person as defined in Part 3 of the Internal Rules.

**“Company”**: Cadeler A/S, CVR no. 31180503.

**“Documents”**: Documents, letters, memoranda, emails etc. containing Inside Information.

**“Executive Management”**: The Executive Management of the Company and the individual members thereof as registered with the Danish Business Authority.

**“Financial Instruments”**: Any financial instrument (including the Shares) issued by the Company as defined in point (15) of Article 4(1) of Directive 2014/65/EU (MiFID II), including share options, subscription rights, futures and debt instruments.

**“Group”**: The Company and its subsidiaries from time to time.

**“Inside Information”**: Article 7(a) of the Market Abuse Regulation defines Inside Information as: “Information of a precise nature which has not been made public, relating, directly or indirectly, to one or more issuers or to one or more financial instruments, and which, if it were made public, would be likely to have a significant effect on the prices of those financial instruments or on the price of related derivative financial instruments.”

Information shall be deemed to be of “a precise nature” if it indicates a set of circumstances which exists or which may reasonably be expected to come into existence, or an event which has occurred or which may reasonably be expected to occur where it is specific enough to enable a conclusion to be drawn as to the possible effect of that set of circumstances or event on the prices of the financial instruments or the related derivative financial instrument. In the case of a protracted process that is intended to bring about, or that results in, particular circumstances or a particular event, those future circumstances or that future event, and also the intermediate steps of that process which are connected with bringing

about or resulting in those future circumstances or that future event, may be deemed to be precise information.

An intermediate step in a protracted process shall be deemed to be Inside Information if, by itself, it satisfies the criteria of Inside Information.

Information which, if it were made public, would be likely to have a significant effect on the prices of financial instruments etc. shall mean information a reasonable investor would be likely to use as part of the basis of his or hers investment decisions.

The nature of the information that may be deemed Inside Information is not set out in the legislation. Below are examples of circumstances which depending on the circumstances may be considered Inside Information:

- Material customer agreements
- Significant change in the Company's financial results or financial position
- Certain changes in announced financial guidance (outlook)
- Changes in the composition of the Executive Management
- Mergers, de-mergers and the sale of material activities
- Purchase or sale of shares in companies or other material assets or parts of activities
- Withdrawal from or launch of new material business areas
- Restructuring or reorganisations that materially affect the Group's assets, liabilities, financial position or financial results
- Significant joint ventures
- Shareholder agreements known to the Company which may affect the use of voting rights or transferability of the Financial Instruments
- Material legal disputes and lawsuits
- Material decisions made by public authorities
- Material cooperation agreements or other contracts
- Material fluctuations in prices of financial instruments or foreign exchange rates affecting the Group
- Material losses on customers
- Financial difficulties
- Material market rumours and information leaks

The above items are not listed in any particular order and they are only to be considered as guiding examples and the list is not exhaustive. Knowledge of other circumstances may also

constitute Inside Information, if such information is specific and may be likely to have a significant effect on the prices of Financial Instruments if such information is disclosed.

**“Insider List”:** A list of all persons, including persons working for the Company or group company, who on an ad-hoc basis have access to Inside Information and which must be drawn up in compliance with Commission Implementing Regulation 2016/347. The Company is obliged to prepare and update the list on an on-going basis pursuant to Article 18 of the Market Abuse Regulation.

**“Insider”:** A person in possession of Inside Information.

**“Market Abuse Regulation”:** Regulation (EU) no. 596/2014 of 16 April 2014 on market abuse, as amended from time to time.

**“Reporting Persons”:** Any member of the Board of Directors and the Executive Management.

The Board of Directors has assessed that no employees of the Company other than the Executive Management, who have regular access to Inside Information relating, directly or indirectly, to the Company, are authorised to make management decisions of material importance to the Company or the Company’s future business development as defined in the Market Abuse Regulation art. 3, no. 25(b).

**“Safe Harbour Rules”:** The Market Abuse Regulation art. 5 and any regulation issued pursuant hereto.

**“Shares”:** Shares issued by the Company.



## **PART 1 – INTERNAL RULES FOR INSIDERS**

### **1. IMPLICATIONS OF HAVING INSIDE INFORMATION**

- 1.1 Receiving Inside Information will have the following implications for the Insider as further set out below:
- (a) The Insider will be included on the Company’s Insider List (see section 2 below);
  - (b) the Insider will be subject to the prohibition against disclosure of Inside Information (see section 3 below);
  - (c) the Insider shall act in accordance with provided guidance on handling of Inside Information (see section 4);
  - (d) the Insider will be subject to the prohibition against insider trading (see section 5); and
  - (e) for members of the Board of Directors and Executive Management, the rules on Closed Periods will apply (see section 7).
- 1.2 The sanctions for violation of the prohibitions against disclosure of Inside Information and insider trading are set out in section 8.

### **2. INSIDER LIST**

- 2.1 The Company shall prepare and update on an on-going basis an Insider List of (i) all persons (natural or legal) who are working for the Company under a contract of employment, (ii) who are otherwise performing tasks, in each case, through which they have access to Inside Information, or (iii) any other person to who the Company has granted access to Inside Information.
- 2.2 The Insider List will be comprised of ad-hoc insider lists each relating to a specific piece of Inside Information (e.g. a particular transaction, significant contract, corporate or financial event) with each list including all persons, who have access to that piece of Inside Information (the “Ad-Hoc Insider Lists”).
- 2.3 The Insider List shall contain the following information:
- (a) The identity of the Insider in the form of:
    - (i) Name: first name, surname, birth surname (if different to current surname);
    - (ii) company name and address;
    - (iii) work direct line and work mobile telephone numbers;
    - (iv) date of birth;
    - (v) national identification number (where applicable);
    - (vi) personal home and personal mobile telephone numbers;

- (vii) personal full address, street name, street number, city, post/zip code and country;
  - (b) function and the reason for the Insider being on the Insider List;
  - (c) the date and time on which the Insider obtained or ceased to have access to Inside Information; and
  - (d) the date and time for the last update of the Insider List as well as the date of transmission of the Insider List to the competent authority.
- 2.4 The Insider will be requested to acknowledge in writing that he/she is included on the Insider List, the consequential legal and regulatory duties and that the Insider is aware of the sanctions applicable to insider dealing and unlawful disclosure of inside information.
- 2.5 A person shall only be regarded as an Insider as long as the person in question has access to Inside Information. Consequently, when a person on an Ad-hoc Insider List ceases to have access to the specific piece of Inside Information to which the Ad-hoc Insider List relates, the Ad-hoc Insider List shall be updated to reflect this.
- 2.6 The Executive Management has appointed the Company's General Counsel to handle the day-to-day update of the Insider List, which may be kept and administered by an external third party provider.
- 2.7 Any employee approving the hiring of external parties (i.e. persons which are not employees of the Company) who in connection with performing their tasks for the Company or the Group will need to obtain access to Inside Information, is obliged to provide the Company's General Counsel with the information necessary for the third party in question to be included on the Insider List.
- 2.8 The Insider List will be kept for at least five years after preparation and updating of the relevant list.
- 3. PROHIBITION AGAINST DISCLOSURE OF INSIDE INFORMATION**
- 3.1 Insiders may not disclose Inside Information to any other person unless such disclosure is made within the normal exercise of the disclosing person's employment, profession or duties.
- 3.2 Disclosure of Inside Information is thus prohibited both in relation to colleagues within the Company/Group as well as in relation to third parties or related parties, such as family members, friends and acquaintances.
- 3.3 There are two exceptions to this prohibition:
- (a) Disclosure of Inside Information may take place to colleagues within the Company if such person has a relevant work-related need to receive the Inside Information in question in order to fulfil his/her duties within the Company and only after approval by the relevant project leader or if confirmed by the project leader that the head of department of the disclosing person is on the Insider List for that piece of Inside Information, to such head of department. In cases of doubt as to whether disclosure may take place to a colleague, including the head of department of the disclosing person, the Company's General Counsel shall be contacted for an assessment. In any

case the Company's General Counsel shall be informed of the disclosure to ensure that the colleague can be added to the relevant Ad-Hoc Insider List.

- (b) Disclosure of Inside Information may take place to external third parties to the extent it is necessary and in the interest of the Company and provided that (i) approval of disclosure has been received from either the project leader or if confirmed by the project leader that the head of department of the disclosing person is on the Insider List for that piece of Inside Information, such head of department, a member of the Executive Management or the Board of Directors (ii) the third party receiving the Inside Information is subject to a duty of confidentiality under legislation, administrative provisions or contract and (iii) that the third party receiving the Inside Information is expressly informed that he/she is receiving Inside Information and that such may not be disclosed to anyone.

3.4 In case of disclosure of Inside Information in accordance with Clause 3.3 above, the Company's General Counsel must be notified immediately in order to register the person who will get access to the Inside Information on the Company's Ad Hoc Insider List.

3.5 If an employee suspects that Inside Information has been unlawfully disclosed, whether intended or not (e.g. an information leak), the Company's General Counsel shall immediately be contacted.

3.6 The prohibition against disclosure of Inside Information applies also after an Insider resigns from the Company or the Group and applies for as long as the Inside Information is qualified as such.

#### **4. HANDLING OF INSIDE INFORMATION**

4.1 All Insiders must ensure that Inside Information is treated as strictly confidential and that it is accessible only to persons with a legitimate right to obtain it.

4.2 Employees within the Company who in the course of their work receive documents, letters, memoranda, emails etc. containing Inside Information ("Documents") are obliged to store the Documents in a manner that minimises the risk of unintended disclosure of the information to unauthorised persons. The following guidelines should be observed at all times:

- (a) Being attentive in connection with copying and forwarding Documents, including in the use of emails;
- (b) forwarding of confidential fax messages, letters and emails are coordinated in such a way that only the proper recipient will receive the forwarded Document and so that, depending on the circumstances, for example a password is used to access the Document, and encryption may also be used;
- (c) access to Inside Information in electronic form, including storage of text, is secured and limited to the relevant persons by the use of passwords etc. which will prevent persons, who do not need the information, from gaining access to it;
- (d) that shredding of all drafts and Documents that do not need to be kept takes place as soon as practically possible if deemed appropriate, and that confidential material is not left in places where it is available for unauthorised persons;

- (e) confidential matters and information, e.g. on projects such as large acquisitions, divestments, mergers, take-over bids and material new contracts, the disclosure of which would be likely to have a significant effect on the price of the Shares, are referred to by a code name or anonymously; and
- (f) documents are placed in a file in a cabinet and that all cabinets, which contain files with Documents, are locked when leaving the office at the end of the workday.

4.3 If in doubt as to whether the information is Inside Information or not, the employee should treat the information as Inside Information and consult the Company's General Counsel for an assessment.

4.4 If an employee becomes aware of Inside Information which has not been identified, the employee shall immediately inform the Company's General Counsel hereof.

## **5. PROHIBITION ON INSIDER TRADING**

5.1 Purchase, sale or recommendation to buy or sell Shares or other Financial Instruments or cancellation or amendment of an order concerning Shares or other Financial Instruments or any attempts of the aforementioned may not be performed by any person with Inside Information, which could be of importance to the transaction in question.

5.2 Pursuant to the Market Abuse Regulation, the prohibition against insider trading does not apply to buying or selling of Shares or other Financial Instruments conducted in the discharge of an obligation, provided that the obligation has become due at the time of the transaction and where that obligation results from an agreement concluded before the person concerned possessed Inside Information. However, until the Market Abuse Regulation has been implemented in Norway, any person with Inside Information may subject to Norwegian market abuse regulations under certain circumstances have an obligation to cancel the order if they come in possession of inside information which is likely to affect the value of the Shares or other Financial Instruments after the order has been placed and prior to the execution of the order. If in doubt in connection with a contemplated transaction, the Insider shall consult the Company's General Counsel for an assessment.

5.3 The prohibition applies to any person who has Inside Information, regardless of whether the person in question is included on the Company's Insider List or not.

## **6. PROHIBITION ON MARKET MANIPULATION AND SPECULATION**

6.1 Market manipulation or attempt thereof is prohibited. Market manipulation refers to actions which are capable of influencing the price of the Shares in a direction deviating from their (fair) value in the market had it not been for the market manipulation. Several types of actions can be comprised by the prohibition on market manipulation, e.g. (non-exhaustive) (i) dissemination of false information about the Company, (ii) dissemination of false information regarding the supply or demand for the Shares, (iii) transactions or orders to trade likely to give false or misleading signals about the supply of, demand for or price of the Shares, (iv) transactions intended to secure an abnormal or artificial pricing of the Shares, and (v) transactions in Shares at the opening or closing of the market which have or are likely to have the effect of misleading investors acting on the basis of the prices displayed, including the opening and closing price.

6.2 The prohibition against market manipulation is supplemented by provisions in the Norwegian Securities Trading Act and associated regulations as well as section 113 of the Danish Companies Act (prohibition against speculative transactions) in respect of members of the Board of Directors and Executive Management. Speculative transactions shall, among other things, mean purchase followed by a sale shortly thereafter with the purpose of gaining a dividend or a capital profit (use of very short-term price changes).

**7. CLOSED PERIOD**

7.1 Members of the Board of Directors and the members of the Executive Management (each a “Reporting Person”) are subject to a closed period of 30 calendar days before the publication of the annual report, the interim report for the first six months and/or the quarterly trading statements (if relevant), as applicable (the “Closed Period”). Any approval of transactions during a Closed Period shall be given by the Chairman of the Board of Directors only under exceptional circumstances and in accordance with the Market Abuse Regulation and any regulation issued pursuant hereto.

**8. SANCTIONS**

8.1 Any violation of the prohibition on unlawful disclosure of Inside Information and insider trading may – considering the circumstances – be punishable by a fine or imprisonment for up to 1 year and 6 months and for insider trading up to 6 years in cases of intentional violations of a particularly gross nature.

8.2 In addition, any violation of the restrictions in these rules may be subject to sanctions in other jurisdictions than Denmark, including sanctions by Norwegian authorities in accordance with the Norwegian Securities Trading Act.

8.3 A violation of the provisions in this Insider Manual may further have disciplinary consequences in the form of a warning and in aggravated cases dismissal without notice and the Group may report a violation to the Danish Financial Supervisory Authority and/or report the relevant person to the police.

## **PART 2 – INTERNAL RULES GOVERNING THE COMPANY’S TRADING IN TREASURY SHARES AND OTHER FINANCIAL INSTRUMENTS**

### **1. PURPOSE**

- 1.1 The purpose of the rules set out in this Part 2 is to ensure that the Company’s trading in treasury Shares and other Financial Instruments takes place within the framework of applicable law (including the prohibitions against insider trading and market manipulation), and that the Company fulfils its disclosure obligations in relation to purchase and sale of treasury Shares.
- 1.2 The internal rules governing the Company’s trading in treasury Shares and other Financial Instruments in this Part 2 are primarily addressed to the Company’s Board of Directors and Executive Management.

### **2. PROHIBITIONS AGAINST INSIDER TRADING AND MARKET MANIPULATION**

- 2.1 The Company may not trade in Shares or other Financial Instruments if the Company is in possession of Inside Information, including situations where the Company has delayed disclosure of Inside Information.
- 2.2 The Company’s Executive Management shall ensure that neither the Company nor its subsidiaries increase or decrease their total holding of Shares or other Financial Instruments at any time when the Company is in possession of Inside Information, which could be of relevance or importance to the transaction in question.
- 2.3 The Company may not trade if such trading would constitute market manipulation.
- 2.4 The prohibitions against insider trading and market manipulation do not apply if the Company’s purchase of treasury Shares takes place in accordance with the Safe Harbour Rules of the Market Abuse Regulation.

### **3. CLOSED PERIOD**

- 3.1 The Company and its subsidiaries shall never trade in the Company’s Shares or other Financial Instruments within a closed period starting 30 calendar days before the publication of the annual report, the interim report for the first six months and/or the quarterly trading statements (if relevant), as applicable (the “Closed Period”).
- 3.2 Purchase and sale may take place within the Closed Period in special cases where this may be necessary in order to avoid significant or threatening damage to the Company or in connection with a time-scheduled or lead managed share buy-back programme pursuant to the Safe Harbour Rules or in similar cases where the time of purchase or sale has been irrevocably fixed in advance. However, trading in the Company’s Shares or other Financial Instruments may never take place immediately prior to the publication of the Company’s annual report, the interim report for the first six months or trading statements for Q1 and Q3.

**PART 3 – INTERNAL RULES REGARDING NOTIFICATION OF TRANSACTIONS WITH SHARES, DEBT INSTRUMENTS OR DERIVATIVES OR OTHER FINANCIAL INSTRUMENTS LINKED THERETO MADE BY REPORTING PERSONS AND THEIR CLOSELY ASSOCIATED PERSONS (“PDMR”)**

**1. PURPOSE**

- 1.1 The purpose of the rules in this Part 3 is to describe the transaction reporting obligations applicable to members of the Board of Directors and the Executive Management (each a “Reporting Person”) and their Closely Associated Persons.
- 1.2 The Board of Directors has assessed that no employees of the Company or the Group other than the Executive Management, who have regular access to Inside Information relating, directly or indirectly, to the Company or the Group, are authorised to make management decisions of material importance to the Company or the Group’s future business development.
- 1.3 This Part 3 of the Internal Rules constitutes the Company’s notification to the Reporting Persons of their reporting obligations in accordance with the Market Abuse Regulation Article 19(5).

**2. CLOSELY ASSOCIATED PERSONS**

- 2.1 Persons associated with a Reporting Person are by law subject to the notification obligation as set out in section 3 below.
- 2.2 Closely Associated Persons are the following natural or legal persons in respect of the Reporting Person:
- (a) Spouse or a partner considered to be equivalent to a spouse (including a cohabitant);
  - (b) a dependent<sup>4</sup> child;
  - (c) other relatives who, for a period of no less than one year at the time of the completion of the transaction, have belonged to the household of the Reporting Person;
  - (d) legal persons, trust or partnership of which a Reporting Person or a person covered by the subsections (a) – (c) above holds the managerial responsibility that entails such person to take part in or influence decisions to carry out transactions in Financial Instruments,
  - (e) which is directly or indirectly controlled by a Reporting Person or a person covered by subsections (a) – (c) above,
  - (f) which is set up for the benefit of a Reporting Person or a person covered by subsections (a) – (c) above, or
  - (g) which has financial interests that have significant similarities with the financial interests of a Reporting Person or a person covered by subsections (a) – (c) above.
- 2.3 The Company is required to keep a list of all Reporting Persons and their Closely Associated Persons. Upon appointment, each Reporting Person shall forward to the Company a list of

---

<sup>4</sup> Understood as a child which the Reporting Person has a duty to support under national law

the Reporting Person's Closely Associated Persons. The Reporting Person shall notify the Company of any amendments or updates to his/her list.

2.4 Reporting Persons are obliged to ensure that their Closely Associated Persons are informed in writing about their transaction notification obligation and to keep a copy of such notification. The Company will assist each Reporting Person with this notification.

### **3. TRANSACTION NOTIFICATION OBLIGATION BY REPORTING PERSONS AND THEIR CLOSELY ASSOCIATED PERSONS**

3.1 Reporting Persons and their Closely Associated Persons must electronically notify the Danish Financial Supervisory Authority and the Company of transactions with Shares, debt instruments or derivatives or other Financial Instruments linked thereto (such as share options, subscription rights, futures etc.) conducted for their own account promptly and no later than three business days after the transaction. The Reporting Person and their Closely Associated Persons shall report on each individual transaction which the person in question has carried out. The Company is obliged to disclose the transaction details to the market in a company announcement.

3.2 The Company will arrange for disclosure to the market and notification to the Danish Financial Supervisory Authority on behalf of the Reporting Person and their Closely Associated Persons. The notification to the Company must contain the information set out in Schedule 3.2 and shall be forwarded to the Company's General Counsel.

3.3 The notification must be made the same day as the transaction is conducted.

3.4 By notifying the Company of a transaction subject to notification to the Company and the Danish Financial Supervisory Authority, the Reporting Person or the Closely Associated Person, as applicable, authorises the Company to file the transaction with the Danish Financial Supervisory Authority on their behalf. Upon appointment, each Reporting Person shall complete and forward to Legal the form of power of attorney attached hereto as Schedule 3.4 and ensure that their Closely Associated Persons complete and forward the power of attorney the first time the Closely Associated Person gives a notification to the Company of a transaction.

3.5 The notification requirement applies in relation to any transactions, including purchase/sale, share loans and transfers made or received in the form of gifts and inheritance (transfer of title) of Shares or debt instruments of the Company or derivatives or other Financial Instruments linked thereto. A non-exhaustive list of transactions subject to the notification obligation is set out in Schedule 3.5.

3.6 Any disclosure of transactions and related filing to the Danish Financial Supervisory Authority by the Company on behalf of a Reporting Person or his/her Closely Associated Person is made at the sole responsibility of the Reporting Person or Closely Associated Person, and the Reporting Person or Closely Associated Person, as applicable, warrants that all information contained in the notification about the transactions is correct and accurate.

### **4. REPORTING THRESHOLD**

4.1 The obligation of a Reporting Person and his/her Closely Associated Persons to give notification to the Company and the Danish Financial Supervisory Authority and the Company's disclosure obligation applies only if the market value of the transactions carried



out over the course of a calendar year by the Reporting Person and his/her Closely Associated Person(s) on an individual level amount to at least EUR 20,000. If the threshold of EUR 20,000 is exceeded within a calendar year, the obligation for the Reporting Person and his/her Closely Associated Persons to give notification and the Company's disclosure obligation shall only apply for the transaction whereby the threshold is exceeded and to all subsequent transactions in that calendar year. This threshold is reset every 1 January.

- 4.2 Despite such statutory threshold for notification, all transactions made by a Reporting Person and his/her Closely Associated Persons must be notified to the Company in accordance with section 3.

## **5. DIRECT REPORTING**

- 5.1 Irrespective of the requirements set out above, Reporting Persons and Closely Associated Persons may choose to carry out filings with the Company and the Danish Financial Supervisory Authority independently of the Company. In such case, the Reporting Person or Closely Associated Person must inform the Company to this effect.
- 5.2 The Reporting Person and his/her Closely Associated Persons shall still notify the Company promptly and no later than three days after the transaction using the notification template in Schedule 3.2 and the Company is still obliged to disclose the transaction details in a company announcement.

## **6. OTHER REPORTING OBLIGATIONS FOR REPORTING PERSONS**

- 6.1 Each member of the Board of Directors and of the Executive Management shall upon election or appointment inform the Company's General Counsel of the size of that person's direct and indirect holding(s) of Shares, debt instruments or derivatives or other Financial Instruments linked thereto. Any subsequent transactions in respect of Shares, debt instruments or derivatives or other Financial Instruments linked thereto shall be reported in accordance with this Part 3.
- 6.2 Reporting Persons shall arrange that the person's holding(s) of Shares, debt instruments or derivatives or other Financial Instruments linked thereto is registered in the relevant securities register in such a manner that the legal name of the holder and the name of the relevant person – to the extent possible – appears.

## **7. SANCTIONS**

- 7.1 Any violation of the rules on notification and disclosure of relevant information regarding transactions with Shares, debt instruments or derivatives or other Financial Instruments linked thereto made by Reporting Persons or Related Persons is punishable by fine.

**SCHEDULE 3.2 – NOTIFICATION FORM FOR REPORTING PERSONS AND THEIR CLOSELY ASSOCIATED PERSONS**

<b>1 Details of the Reporting Person / Closely Associated Person</b>					
a) Name	[For natural persons: the first name and the last name(s)] [For legal persons: full name including legal form as provided for in local registers]				
<b>2 Reason for the notification</b>					
a) Position/status	[For the Reporting Person: the position occupied within [●, e.g. CEO, CFO][For the Closely Associated Person: An indication that the notification concerns a Closely Associated Persons with a Reporting Person and name and position of the relevant Reporting Person]				
b) Initial notification/Amendment	[Indication that this is an initial notification or an amendment to prior notifications. In case of amendment, explain the error that this notification is amending]				
<b>3 Details of the Company, emission allowance market participant, auction platform, auctioneer or auction monitor</b>					
a) Name	[●]				
b) LEI code	[●]				
<b>4 Details of the transaction(s): section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) each date; and (iv) each place where transactions have been conducted</b>					
a) Description of the financial instrument, type of instrument and identification code	[Indication as to the nature of the instrument e.g., Share, a debt instrument, a derivative or a Financial Instrument linked to a Share or a debt instrument]  ISIN: [●]				
b) Nature of the transaction	[Description of the transaction type, e.g. purchase, sale, lending, pledging, transactions undertaken by persons professionally arranging or executing transactions and certain transactions made under a life insurance policy. It should be indicated whether the transaction is linked to the exercise of a share option programme]				
c) Price(s) and volume(s)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Price(s)</th> <th style="width: 50%;">Volume(s)</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> </tr> </tbody> </table> <p>[Add additional rows to the table above in case of multiple transactions]</p>	Price(s)	Volume(s)		
Price(s)	Volume(s)				
d) Aggregated information - Aggregated volume - Price	[The total price (price X volume) should be stated when there is a single transaction. The volumes of multiple transactions are aggregated when these transactions relate to the same financial instrument, are of the same nature, are executed on the same day and are executed on the same “place of transaction”. In case the volumes of multiple transactions are aggregated, state the weighted average price <sup>5</sup> of the aggregated transactions]				

<sup>5</sup> Weighted average price = 
$$\frac{(price \times number \ of \ shares \ at \ such \ price) + (price \times number \ of \ shares \ at \ such \ price) + \dots}{total \ number \ of \ shares}$$

e)	Date of the transaction	[YYYY-MM-DD, UTC time.] [Denmark is UTC+1 in zonetime and UTC+2 in summertime]
f)	Place of the transaction	[Oslo Børs ASA – XOSL If the transaction was not executed on the above mentioned venue, please mention "outside a trading venue"]

### SCHEDULE 3.5 – LIST OF TRANSACTIONS SUBJECT TO THE NOTIFICATION OBLIGATION

The following is a non-exhaustive list of transactions in the Company's Shares, debt instruments or derivatives or other Financial Instruments linked thereto, which are subject to the transaction notification obligation in accordance with Part 3 of the Internal Rules<sup>6</sup>.

- a) acquisition, disposal, short sale, subscription or exchange;
- b) acceptance or exercise of a share option, including of a share option granted to Reporting Persons as part of their remuneration package, and the disposal of shares stemming from the exercise of a share option;
- c) entering into or exercise of equity swaps;
- d) transactions in or related to derivatives, including cash-settled transaction;
- e) entering into a contract for difference on a financial instrument of the concerned issuer or on emission allowances or auction products based thereon;
- f) acquisition, disposal or exercise of rights, including put and call options, and warrants;
- g) subscription to a capital increase or debt instrument issuance;
- h) transactions in derivatives and financial instruments linked to a debt instrument of the Company, including credit default swaps;
- i) conditional transactions upon the occurrence of the conditions and actual execution of the transactions;
- j) automatic or non-automatic conversion of a financial instrument into another financial instrument, including the exchange of convertible bonds to Shares;
- k) gifts and donations made or received, and inheritance received;
- l) transactions executed in index-related products, baskets and derivatives, insofar as required by Article 19 of Regulation (EU) No 596/2014;
- m) transactions executed in shares or units of investment funds, including alternative investment funds (AIFs) referred to in Article 1 of Directive 2011/61/EU of the European Parliament and of the Council (1), insofar as required by Article 19 of Regulation (EU) No 596/2014;
- n) transactions executed by manager of an AIF in which the Reporting Person or Closely Associated Person has invested, insofar as required by Article 19 of Regulation (EU) No 596/2014;
- o) transactions executed by a third party under an individual portfolio or asset management mandate on behalf or for the benefit of a Reporting Person or a Closely Associated Person;
- p) borrowing or lending of Shares or debt instruments of the Company or derivatives or other Financial Instruments linked thereto.

---

<sup>6</sup> The transactions are listed in Article 19(7) of the Market Abuse Regulation and Article 10(2) of the Delegated Regulation (EU) 2016/522 of 17 December 2015.

- q) transactions undertaken by persons professionally arranging or executing transactions or by another person on behalf of a Reporting Person or a Closely Associated Person, including where discretion is exercised; and
- r) transactions made under a life insurance policy, defined in accordance with Directive 2009/138/EC of the European Parliament and of the Council where:
  - i. the policyholder is a Reporting Person or a Closely Associated Person, as referred to in paragraph 1, EN 12.6.2014 Official Journal of the European Union L 173/39;
  - ii. the investment risk is borne by the policyholder; and
  - iii. the policyholder has the power or discretion to make investment decisions regarding specific instruments in that life insurance policy or to execute transactions regarding specific instruments for that life insurance policy.

\* \* \*

\* \* \*

**CERTIFICATION ON THE EFFECTIVENESS OF DISCLOSURE CONTROLS AND PROCEDURES IN  
FORM 20-F FOR 2024**

I, Mikkel Gleerup, certify that:

1. I have reviewed this annual report on Form 20-F of Cadeler A/S;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 25, 2025

By: /s/ Mikkel Gleerup  
Name: Mikkel Gleerup  
Title: Chief Executive Officer

---

**CERTIFICATION ON THE EFFECTIVENESS OF DISCLOSURE CONTROLS AND PROCEDURES IN  
FORM 20-F FOR 2024**

I, Peter Brogaard Hansen, certify that:

1. I have reviewed this annual report on Form 20-F of Cadeler A/S;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 25, 2025

By: /s/ Peter Brogaard Hansen

Name: Peter Brogaard Hansen

Title: Chief Financial Officer

---

**CERTIFICATION OF MIKKEL GLEERUP, CHIEF EXECUTIVE OFFICER OF CADELER A/S, AND PETER BROGAARD HANSEN, CHIEF FINANCIAL OFFICER OF CADELER A/S, PURSUANT TO SECTION 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Cadeler A/S (the "Company") on Form 20-F for the period ending December 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned hereby certify that to the best of our knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 25, 2025

By: /s/ Mikkel Gleerup

Name: Mikkel Gleerup  
Title: Chief Executive Officer

By: /s/ Peter Brogaard Hansen

Name: Peter Brogaard Hansen  
Title: Chief Financial Officer

---



# Annual Report 2024

For the year ending 31 December 2024

Cadeler A/S. Incorporated in Denmark. Registration Number (CVR no.): 3118 0503  
Kalvebod Brygge 43, DK-1560 Copenhagen V, Denmark



## Contents

Statement from the CEO .....	4
The Year 2024 in Brief .....	7
Management Review .....	8
Sustainability Statements .....	40
ESRS 2 - General Disclosures .....	45
Environment .....	66
ESRS E1 - Climate Change .....	67
Taxonomy-aligned KPIs (EU Taxonomy) .....	84
ESRS E2 – Pollution .....	92
ESRS E5 – Resource use and circular economy .....	99
Social .....	103
ESRS S1 - Own workforce .....	104
ESRS S2 - Workers in the value chain .....	119
Governance .....	124

ESRS G1 - Business conduct .....	125
ESRS 2 - Disclosure requirements and incorporation by reference.....	130
ESRS 2 - Data points that derive from other EU legislation.....	135
Green Financial Report .....	138
Consolidated Financial Statements.....	142
Notes to the Consolidated Financial Statements .....	148
Parent Company Financial Statements.....	225
Notes to the Parent Company Financial Statements .....	230
Statement by Management .....	249
Independent Auditor's Reports.....	252
Forward-looking Statements .....	264
Alternative Performance Measures.....	266

# Statement from the CEO

**In 2024, Cadeler further strengthened its position in offshore wind transportation and installation. Strong client demand and high fleet utilisation supported results in line with our plan.**

**The integration with Eneti progressed as planned, alongside continued investments in fleet upgrades and expansion. We also welcomed new talent to enhance our capabilities and strengthen our organisation.**

**These efforts contributed to an all-time high order backlog, providing a strong foundation for sustainable future growth.**

**A year of transformation and significant milestones**

Reflecting on 2024, it was a productive and successful year in executing our strategic ambitions to enhance scale, fleet diversity, and capabilities. This progress comes at a time when the offshore wind industry requires reliable solutions and partners.

Cadeler has experienced a sustained period of growth—both organically and through the transformative merger with Eneti. Yet, through that growth, and in an industry often challenged by delays and budget constraints, Cadeler has consistently delivered on our commitments to our clients, partners, and investors.

Our merger with Eneti has been a cornerstone in shaping our future, establishing Cadeler as the leading pure-play offshore wind turbine and foundation installation company in the industry. To date, synergies achieved have been strong. The full benefit of the merger for cross-fleet utilisation is expected to be realised following the delivery of our new-build vessels in 2026.

**Fleet expansion and optimisation – on time and on budget**

Cadeler has taken a proactive approach to fleet expansion, scaling our fleet with favourable terms and delivery slots for new vessels, combined with innovative designs based on our operational experience.

Fleet growth progressed as planned in 2024, marked by major upgrades, including the installation of new, higher-capacity cranes on both Wind Orca and Wind Osprey, and the successful delivery of Wind Peak, a state-of-the-art jack-up installation vessel. All were achieved on time and within budget. Wind Peak, the first of seven newbuilds, was delivered in Q3 2024 and commenced commercial operations shortly after. Her early arrival in Europe enabled the completion of a short-term O&M contract before she transitioned to her first installation campaign, the Sofia project, in February 2025.

Furthermore, Wind Orca and Wind Osprey were fitted with new 1,600-tonne cranes in just six months, minimising off-hire time. Both vessels were swiftly redeployed, newly equipped and ready to support next-generation offshore wind turbine installations.

Looking ahead, the fleet expansion continues. Wind Maker, our first M-Class vessel, was delivered in January 2025, and we expect to take delivery of the Wind Pace, our second P-Class vessel, imminently. Our first A-Class vessel is set to arrive in Q3/Q4 2025, followed by an additional M-Class to be delivered in Q4 2025 and two more A-Class vessels in 2026 and 2027.

**All-time high order backlog and increased demand for O&M services**

Cadeler has built a record-high order backlog, ensuring long-term fleet utilisation.

In 2024, demand remained particularly strong in Europe, with the UK reinforcing offshore wind as a cornerstone of decarbonisation. Cadeler plays a central role in major UK projects, including East Anglia Two—our second full-service foundation transport and installation (T&I) project following Hornsea 3.

In addition to new offshore wind projects, demand for operations and maintenance (O&M) services increased significantly in 2024. The expansion of Cadeler's O&M activities further improved fleet utilisation, keeping vessels operational between major installation projects.

**Building trust among investors and financial institutions**

Cadeler maintained a disciplined approach to financial growth in 2024. In February 2024, Cadeler raised EUR 155 million before transaction costs through a private placement of ordinary shares. The proceeds were used to fund the initial down-payment due on the ordering of our third A-Class wind foundation installation vessel (WFIV), acquire mission equipment, and enhance working capital to ensure that we could continue to capitalise on market opportunities.

We also refinanced our M-Class vessels, replacing a loan facility from Eneti on substantially improved terms reflecting Cadeler's strengthened market position and credit profile.

**Pushing our ESG agenda**

Cadeler remains committed to delivering on its climate ambitions of reducing its direct emissions intensity (scope 1 and scope 2) by 50% by 2030 and achieving net zero operations by 2035.

Our Sustainable Development Framework prioritises operational excellence and the circularity of our operations, while ensuring the highest standards of ethics and compliance.

Cadeler will continue to focus on minimising the negative environmental impact of our operations and will intensify decarbonisation efforts by optimising energy consumption, enabling direct electrification, and adopting green fuels. In 2024, specific initiatives included preparing vessels and crews for biofuel compatibility, successfully demonstrated through biofuel testing completed in early 2025, and making concrete steps towards an offtake agreement for e-methanol. Additionally, a real-time energy efficiency dashboard was rolled out on our O-Class vessels, followed by crew training, and fleet-wide implementation planned.

To further uphold our commitments to respect human rights, Cadeler conducted a Human Rights Impact Assessment in 2024 to strengthen our effective management across the value chain.

**Well-positioned for further growth**

Cadeler sees continued potential in the rapidly growing offshore wind market, despite global geopolitical uncertainties. Offshore wind remains a vital component of the energy transition in Europe and the Asia-Pacific region, with an increasing number of countries worldwide planning to incorporate a substantial share of offshore wind into their energy mix.

Turbines are expected to continue increasing in size, and projects will become more complex as developers seek to lower the levelised cost of energy by enhancing turbine capacity and exploring deeper waters farther from shore.

With our fleet of high-capacity vessels, Cadeler is well-positioned to meet these demands.

We are grateful to our clients for their confidence in our service, and for allowing us to deliver on our "partners first" philosophy. Our sincere thanks also to our partners in the broader Cadeler ecosystem for their trust and collaboration. And to all Cadelers whose expertise and dedication drive our progress. Together, we aim not only to deliver strong results but also to foster a more sustainable future for our planet.

Mikkel Gleerup,  
CEO



# The Year 2024 in Brief

<h2>February</h2> <p>Signed contract with Ørsted &amp; PGE Polska Grupa Energetyczna for the T&amp;I of 14MW wind turbines supplied by Siemens Gamesa</p>	<h2>August</h2> <p>Cadeler's 5th vessel, Wind Peak is delivered</p>	<h2>November</h2> <p>East Anglia TWO contract signed with ScottishPower for A Class &amp; O Class vessels to install 64 x 15MW turbines beginning 2027</p> <p>Wind Orca completes Moray West offshore wind farm, installing 60 x 14.7MW WTGs</p>
<h2>April</h2> <p>Long term lease agreement contract signed with Ørsted for Q1 2027 - end of 2030</p>	<h2>September</h2> <p>Vessel reservation agreement signed for M Class vessel in the APAC region</p>	
	<h2>October</h2> <p>Wind Zaratan completes Yunlin project</p> <p>Cadeler presented Børsen Gazelle award</p> <p>Baltyk 2 &amp; 3 signed with Equinor and Polenergia</p>	

# Management Review



## Business Review

Cadeler A/S ("Cadeler" or the "Company" and, together with its subsidiaries, the "Cadeler Group" or the "Group") is a leading supplier to the offshore wind industry, specialising in installation services and operation and maintenance works. The Company offers marine and engineering operations with a strong emphasis on safety and environmental responsibility. Headquartered in Copenhagen, Denmark, Cadeler provides high-quality offshore wind support services to customers in Europe, Asia, and the United States. The Company maintains offices in Vejle (Denmark), Great Yarmouth (United Kingdom), Taipei (Taiwan), Tokyo (Japan), and Virginia (United States).

The Company's shares are listed on the Oslo Stock Exchange (symbol: CADLR). Cadeler's American Depositary Shares (ADS) are listed on the New York Stock Exchange (symbol: CDLR) and each Cadeler ADS represents four (4) ordinary shares of Cadeler.

In 2024, Cadeler continued to expand its global footprint and strengthen its position in the offshore wind sector. The Company has completed a total of 1,510 wind turbine generators ("WTGs") since 2014, and 853 wind turbine foundations since 2013, generating around 13.6 GW of energy.

Cadeler's services encompass project management, operations and maintenance, as well as decommissioning for the offshore renewable industry. The Company has solidified its leading market position through its specialised fleet equipped with advanced, high-quality equipment, a team of experienced professionals, and a strong reputation for upholding the highest standards of safety, efficiency, and precision. In 2024, the Company took delivery of a state-of-the-art installation vessel, capable of transporting seven complete 15 MV turbines per load, positioning it among the most advanced offshore wind turbine installation vessels globally.

Cadeler also serves in a technical construction advisory role to Dominion Energy, on the first wind turbine installation vessel (WTIV) being constructed in the United States under the U.S. Jones Act.

Cadeler's order book for 2025 is substantially filled. As of March 2025, the contract backlog stood as follows:

EUR million	Within 1 year	After 1 year	Total
<b>Contract backlog as of 31 December 2024</b>	<b>428</b>	<b>1908</b>	<b>2336</b>
<i>Additions in the period 1 January 2025 to 25 March 2025:</i>			
Firm	93	73	166
Subject to exercise of counterparty options (non-contingent)	4	19	23
Subject to exercise of counterparty options (contingent)	4	19	23
<b>Contract backlog as of 25 March 2025 <sup>2</sup></b>	<b>529</b>	<b>2,019</b>	<b>2,548</b>

Refer to Note 3 for further information regarding the total contract backlog.

<sup>1</sup>As of the report release date, 94% of the contract backlog (an aggregate of EUR 2,403 million) relates to projects for which the relevant counterparty has taken a positive final investment decision (FID), while an aggregate of EUR 145 million remains subject to counterparty FID.

# Business Review

*Continued from previous page*

## A diverse and modern fleet

Cadeler operates the world's largest, most advanced, and most flexible fleet of wind turbine transport and installation vessels. Currently, the Company operates six state-of-the-art vessels: the recently upgraded O-Class vessels, Wind Orca and Wind Osprey, alongside the vessel Wind Zaratan and the vessel Wind Scylla as well as the recently delivered vessels Wind Peak and Wind Maker.

The recent addition of Wind Peak, integrated into the fleet in 2024, marks a significant milestone in Cadeler's strategic fleet expansion. This next-generation wind turbine installation vessel is engineered to withstand extreme weather conditions and operate at the industry's most challenging offshore wind installation sites. Equipped with a high-capacity 2,600-tonne main crane, Wind Peak is designed to install some of the heaviest foundations and wind turbine components safely and efficiently.

As of 25 March 2025, Wind Maker was also delivered marking another significant milestone in the company's strategic fleet expansion. Delivered safely and within timeline, Wind Maker becomes the sixth vessel in Cadeler's growing portfolio of wind installation vessels.

Wind Maker is the first of two M-Class wind installation vessels in Cadeler's newbuild portfolio, each engineered and equipped to install the next-generation offshore wind turbines currently being deployed across the globe.

Additionally, Cadeler has placed an order for its third state-of-the-art A-Class wind farm installation vessel, Wind Apex, scheduled for delivery in Q2 2027. This vessel will further enhance the Company's capabilities in meeting the growing demands of the offshore wind industry adding to the already four newbuilds scheduled for completion by 2026.

These comprise one P-Class, Wind Pace, two other A-Class vessels, Wind Ally and Wind Ace, and an M-Class vessel, the Wind Mover.

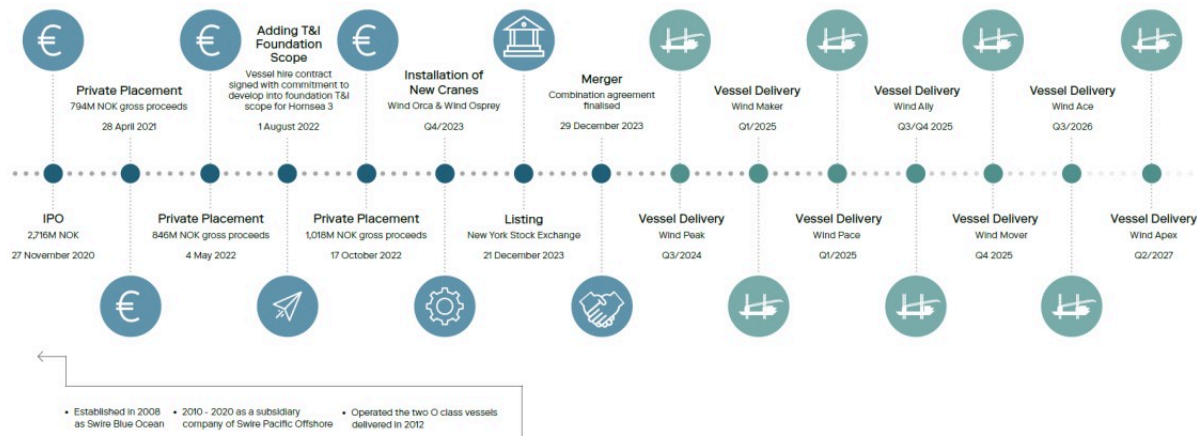
The construction of the two P-Class vessel and the three A-Class vessels was awarded to COSCO SHIPPING Heavy Industry ("COSCO"), a Chinese shipyard, while the construction of the two M-Class vessels has been awarded to Hanwha Ocean Co., Ltd. ("Hanwha", formerly Daewoo Shipbuilding & Marine Engineering Co. Ltd) in Korea.

The total orders for the seven vessels in Cadeler's newbuild programme, including the already delivered vessels, are worth EUR 519 million plus USD 1.8 billion. This represents a significant advancement in future proofing Cadeler's operations and facilitating the global transition to renewable energy.

These strategic additions underscore Cadeler's commitment to maintaining a diverse and modern fleet, equipped to meet and adapt to the evolving needs of the offshore renewable energy sector, both today and in the years to come.

The Cadeler Group's management anticipates seeking further debt financing in connection with milestone payments for the delivery of the third A-Class New Build. Refer to Note 23 in the Notes to Consolidated Financial Statements section for more details on liquidity and capital management.

# Cadeler Milestones



# Financial Highlights

Key figures	2024	2023	2022	2021	2020 <sup>1</sup>
EUR'000					
Revenue <sup>2</sup>	248,738	108,622	106,424	60,938	19,501
Cost of sales	(124,228)	(59,858)	(49,537)	(38,879)	(45,759)
Gross profit	124,510	48,764	56,887	22,059	(26,258)
Operating profit	69,444	14,443	41,191	11,134	(35,914)
Net financials	(1,967)	(2,945)	(5,650)	(3,696)	8,881
Profit for the period	65,069	11,498	35,541	7,451	(27,032)
Cash flow					
Cash flow provided by operating activities	93,103	63,383	29,036	30,200	(9,597)
Cash flow used in investing activities	(615,748)	(54,727)	(225,408)	(163,375)	(256,138)
Of which investment in property, plant and equipment	(615,542)	(66,899)	(224,606)	(162,941)	(256,138)
Cash flow provided by/(used in) financing activities	481,986	70,268	213,075	328,118	2,922
Net (decrease)/increase in cash and cash equivalents	(40,659)	78,924	16,704	(61,328)	62,393
Share related key figures					
Earnings per share (EPS), EUR	0.19	0.06	0.22	0.06	(1.04)
Diluted earnings per share (diluted EPS), EUR	0.19	0.06	0.22	0.06	(1.04)
Operational metrics					
Contracted days (no. of days)	1,051	568	635	562	470
Utilisation (%)	66%	75%	87%	77%	64%

<sup>1</sup> Up until 25 September 2020, the consolidated figures only included numbers for the Parent Company, Cadeler A/S. As of 25 September 2020, the two subsidiaries, Wind Osprey Ltd and Wind Orca Ltd, were established. From this point in time, the consolidated figures comprised Cadeler A/S, Wind Osprey and Wind Orca.

<sup>2</sup> Consolidated revenue as of 31 December 2023 include EUR 3.4 million for 12 days from business combination with Eneti.

# Financial Highlights

Continued from previous page

Key figures	2024	2023	2022	2021	2020 <sup>1</sup>
EUR'000					
Total assets	1,937,016	1,252,560	670,030	424,766	336,811
Non-current asset	1,748,400	1,105,110	610,524	400,148	253,270
Total liabilities	703,122	293,519	129,462	99,510	95,739
Equity	1,233,894	959,041	540,568	325,256	241,063
Cash and cash equivalents	58,464	96,608	19,012	2,308	63,636
<b>Financial ratios and operational metrics</b>					
Return on assets (%)	4.4%	1.6%	7.6%	3.0%	-16.1%
Return on equity (%)	6.0%	1.6%	8.3%	2.7%	-23.8%
Equity ratio (%)	63.7%	76.6%	80.7%	76.6%	71.6%
<b>Average number of employees</b>					
Onshore	242	113	70	58	42
Offshore <sup>2</sup>	364	182	162	12	-

<sup>1</sup> Up until 25 September 2020, the consolidated figures only included numbers for the Parent Company, Cadeler A/S. As of 25 September 2020, the two subsidiaries, Wind Osprey Ltd and Wind Orca Ltd, were established. From this point in time, the consolidated figures comprised Cadeler A/S, Wind Osprey and Wind Orca.

<sup>2</sup> Offshore crew members were hired directly by the Company by the end of November 2021. Average number of employees in 2021 reflect the number of seafarers divided by 12 months. The Company had 148 seafarers by the end of 2021.

# Finance Review

## Capital structure and assets

### Equity

On 31 December 2024, equity amounted to EUR 1,234 million, reflecting an increase of 29% from the balance as of 1 January 2024 (EUR 959 million in 2023 and EUR 541 million in 2022) as a result of profit for the year of EUR 65 million (EUR 11 million in 2023 and EUR 36 million in 2022), a EUR 23 million gain from value adjustment of hedges (EUR 23 million loss in 2023 and EUR 1.3 million gain in 2022), EUR 34 million from foreign currency translation adjustments (EUR 7 million loss in 2023 and nil in 2022) and a net capital increase of EUR 152 million after transaction costs (EUR 459 million in 2023 and EUR 178 million in 2022).

The Company completed a successful private placement on 15 February 2024, resulting in the issuance of 39.5 million shares at a price of NOK 44.50 per share. Overall, the Company raised EUR 152 million after transaction costs. Additionally, on 26 June 2024, the Company increased its share capital by EUR 88 thousand, issuing 27,715 new shares with a nominal value of DKK 1.00 each in connection with the exercise of options under its employee equity incentive programme. The new shares issued in June represented an increase of less than 0.01% of Cadeler's registered share capital. As of 31 December 2024, the Company had 351.0 million shares in issue, compared to 311.4 million shares at the beginning of the reporting period.

### Assets

As of 31 December 2024, the Company's total assets amounted to EUR 1,937 million, a 55% increase for the reporting period, driven principally by an increase in property, plant and equipment of EUR 627 million of which EUR 625 million relates to the Group's new-build programmes. Additions to property, plant, and equipment are described in Note 13.

### Property, Plant and Equipment

The Cadeler Group's property, plant, and equipment increased to EUR 1.7 billion in 2024, up from EUR 1.1 billion in 2023. This primarily comprised the newbuilds under construction. The Cadeler Group does not own any substantial real estate. The Cadeler Group is currently leasing its headquarters in Copenhagen, Denmark. In February 2024, the Cadeler Group entered into an agreement with Castellum Denmark for the lease of new headquarters in Copenhagen, effective immediately, with a binding period of ten years.

### The Fleet

As of 31 December 2024, the Cadeler Group's fleet consists of five operating vessels, Wind Orca, Wind Osprey, Wind Scylla, Wind Zaratan and our most recent addition, Wind Peak. Moreover, in 2024, the Company placed an order for a new A-Class vessel which will join the two additional A-Class vessels, one P-Class vessel, and two M-Class vessels, one of which is currently under construction, and the other (Wind Maker) which was delivered on schedule in January 2025.

### The Operating Vessels

The Cadeler Group's two operating O-Class vessels are considered by the Cadeler Group to be well suited for windfarm installation, maintenance and decommissioning. The operating O-Class vessels feature a six-leg design, which allows them to operate even on sites with challenging seabed conditions. Their cargo area and high-capacity deck loading offer considerable flexibility in the transportation and installation (T&I) of wind turbine generators (WTGs) and foundations.

During 2024, the crane upgrades for the two operating O-Class vessels, which started in September 2023, were successfully completed. The total cost of upgrading the cranes on Wind Orca and Wind Osprey was EUR 128 million. In April 2024, the remaining payments were made upon completion of the upgrade project for the new cranes.

## Finance Review

*Continued from previous page*

The Cadeler Group's vessels Wind Scylla and Wind Zaratan were acquired through the business combination with Eneti in 2023.

Sailing at speeds of 12 knots or more, Wind Scylla is outfitted with 105-metre-long legs that can install components in water depths of up to 65 metres. Wind Scylla has a useable deck space in excess of 5,000 m<sup>2</sup> and is fitted with a 1,540 metric tonnes leg crane, making it ideal for deep water and large wind farm components.

After meeting stringent Japanese flag requirements, Wind Zaratan sails under the Japanese flag. The growing offshore wind market in Japan coupled with a lack of jack-up vessels operating under Japanese flag (a requirement for offshore wind contractors when working in Japanese territorial waters) places Wind Zaratan in a strong position for winning future contracts.

The latest ship incorporated into the Group's operating vessels, Wind Peak, is designed to operate at challenging offshore sites and is equipped with some of the most advanced technology in the industry. The P-Class newbuilds are engineered to transport and install up to seven complete 15-megawatt turbine sets per load or five 20+ megawatt turbines, significantly reducing the number of trips required for each project and thereby accelerating installation timelines. With industry-leading lifting height and payload capabilities, Wind Peak is poised to set a new standard in offshore wind farm installation. Moreover, Cadeler has prioritised sustainability and reduced CO<sub>2</sub> emissions in the design of the P-Class vessels, ensuring a more environmentally responsible operation throughout their lifecycle.



# Finance Review

Continued from previous page

Below is a detailed overview of the current specifications of the Cadeler Group's five operating vessels, Wind Orca, Wind Osprey, Wind Scylla, Wind Zaratan and Wind Peak:

Name	Wind Zaratan	Wind Scylla	Wind Orca	Wind Osprey	Wind Peak
Type	Turbine (WTIV)	Turbine (WTIV)	Turbine (WTIV)	Turbine (WTIV)	Turbine (WTIV)
Class (Cadeler definition)	Z-Class	S-Class	O-Class	O-Class	P-Class
Built	2012	2015	2012 / Q1/2024 <sup>1</sup>	2012 / Q1/2024 <sup>1</sup>	Q3 2024
Main crane capacity (tonnes)	800	1540	1600 <sup>2</sup>	1600 <sup>2</sup>	>2,600
Hook Height (metres)	92	105	160	160	>200
Turbine installation capacity (MW)	9.5	12-14	15-20	15-20	20+

### The newbuilds (currently under construction)

In June 2021, the Cadeler Group entered into contracts with COSCO regarding the building of two new WTG installation P-Class newbuild vessels. Wind Peak was delivered on schedule on 16 August 2024 while the other P-Class newbuild, the Wind Pace, is expected to be delivered in the first quarter of 2025.

<sup>1</sup> Crane upgrades, were completed in Q1 2024, adding capabilities to install next generation 20+MW turbines

<sup>2</sup> Post crane upgrade

The total contract value for the construction of the P-Class newbuild is approximately EUR 295 million, of which EUR 69 million was paid in 2021 and EUR 41 million was paid in 2024. The remaining scheduled payment for the P-Class newbuild, due upon delivery in 2025, is expected to be financed through debt. Of the total contract value, USD 193 million is to be paid (or has been paid) in USD and EUR 110 million was paid in EUR.

Cadeler has also placed orders with COSCO for the construction of three A-Class newbuilds. In May 2022, the Company signed a contract with COSCO regarding the building of one A-Class newbuild WTIV expected to be delivered in Q3/Q4 2025. The contract included an option for one additional P-Class or A-Class vessel. Cadeler has experienced strong employment prospects for the A-Class newbuild, as evidenced by the contract signed with Ørsted A/S ("Ørsted") for foundation installation at Hornsea 3 offshore wind farm, which is set to utilise one A-Class newbuild. As a result, in November 2022, the Company exercised the option to order one additional A-Class newbuild, which is expected to be delivered in Q3 2026.

Given the ongoing global demand for increasingly sophisticated offshore wind farm installation vessels as well as the growth in size and capacity of offshore wind turbines, on 22 May 2024, the company entered into a binding contract to build the third A-Class Wind Foundation Installation Vessel, Wind Apex. The vessel is set to be delivered in Q2 2027. This A-Class newbuild will upon delivery be the third purpose-built wind foundation installation vessel in the Cadeler Group's fleet.



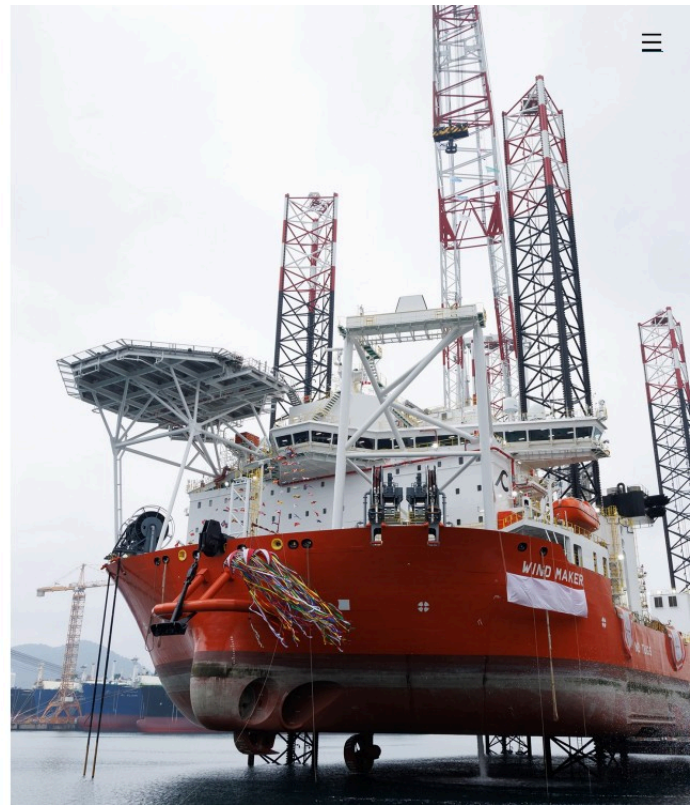
## Finance Review

*Continued from previous page*

The A-Class newbuilds are based on the P-Class specifications and will be hybrid vessels for T&I of both foundations and WTGs. The A-Class newbuilds will be able to transport up to six XL monopile foundations per round trip and, if needed, may within a short period of time be converted from being a foundation installation vessel to a WTG installation vessel. The A-Class newbuilds will, like the P-Class newbuilds, be able to transport and install seven complete 15 megawatt turbine sets per load or five 20+ megawatt turbines, thereby cutting down the number of trips needed for each project and thus accelerating the installation speed. Cadeler believes the large transport capacity will increase operational efficiency substantially.

The total value of the contracts for the A-Class newbuilds is approximately EUR 1.1 billion. After down payments of a total EUR 167 million made in June and December 2022, which were financed through private placements completed in May and October 2022 respectively, an additional EUR 94 million was paid in 2024. The remaining amounts are due in 2025, 2026 and 2027. Of the total value of the three contracts, an aggregate of USD 794 million is to be paid (or has been paid) in USD and EUR 299 million is to be paid (or has been paid) in EUR. The remaining payments on the A-Class newbuilds are currently expected to be financed through secured senior debt and cash flow from operations.

On 19 December 2023, as a result of the business combination with Eneti, Cadeler added two M-Class vessels to its newbuild vessels, with the construction covered by two existing contracts with Hanwha.



# Finance Review

Continued from previous page

The M-Class newbuilds, Wind Maker (formerly known as “Nessie”) and Wind Mover (formerly known as “Siren”), will operate with an impressively high capacity 2,600 metric tonnes main crane which will revolve around the starboard aft leg, allowing the safe installation and maintenance of the heavy foundations and components of offshore wind turbines. Both vessels have been designed to operate in water depths of up to 65 metres and at significant wave heights of 2 metres whilst the vessel itself will be above sea level installing and maintaining offshore structures.

The aggregate contract price is approximately USD 655 million, of which USD 229 million has been paid as at 31 December 2024. Wind Maker was delivered on schedule in January 2025 while Wind Mover is expected to be delivered in the fourth quarter of 2025. Further instalments are due in 2025, which will be financed through debt.

For more details on the remaining commitments for the newbuilds, see Note 28. Below is a detailed overview of the planned specifications of each of the newbuild vessels:

Name	Wind Maker	Wind Mover	Wind Pace	Wind Ally	Wind Ace	Wind Apex
Type	Turbine (WTIV)	Turbine (WTIV)	Turbine (WTIV)	Foundation (WFIV)	Foundation (WFIV)	Foundation (WFIV)
Class (Cedeler definition)	M-Class	M-Class	P-Class	A-Class	A-Class	A-Class
Built / expected delivery (quarter / year)	Q1 2025	Q4 2025	Q1 2025	Q3/Q4 2025	Q3 2026	Q2 2027
Main crane capacity (tonnes)	2600	2600	>2,600	>3,000	>3,000	>3,000
Hook Height (metres)	174	174	>200	>200	>200	>200
Turbine installation capacity (MW)	20+	20+	20+	20+	20+	20+

# Finance Review

Continued from previous page

## Funding

In connection with the business combination with Eneti, the Company on 7 December 2023 entered into a new senior secured credit and guarantee facilities (the "Green Corporate Facility" formerly referred to as "New debt Facility") of up to EUR 550 million providing for (i) a revolving credit facility of up to EUR 250 million (5 year tenor) (RCF-A), (ii) a revolving credit facility of up to EUR 100 million (18 months tenor) (RCF-B) guaranteed by The Export and Investment Fund of Denmark (EIFO), (iii) a term loan of up to EUR 100 million (8.5 year tenor) and (iv) an uncommitted guarantee facility of up to EUR 100 million. The Green Corporate Facility has standard terms and conditions. For more information refer to Note 25. The change of control provisions are similar to those included in the P-Class Facility (as described below).

On 6 August 2024, the Group achieved the extension of the RCF-B to 19 June 2026 and the increase from EUR 100 million to EUR 200 million in uncommitted guarantee lines. Total drawings under the entire loan facility are limited to a maximum of EUR 450 million until the maturity of the RCF-B and thereafter a maximum of EUR 350 million for the remaining term of the loan facility.

In connection with the redelivery of the O-Class vessel following the crane upgrade, the Group utilised the EUR 100 million of the (iii) term Loan in two tranches.

At the end of the reporting period, EUR 188 million from the RCF remains unutilised.

On 15 November 2023, the Group entered into an unsecured Holdco Facility (the "Holdco Facility") for an aggregate amount of EUR 50 million (tenor of five years) with HSBC. The financing includes a non-committed accordion option of up to EUR 50 million. The purposes of the Holdco Facility include partial funding of the wind installation activities of the Group and general corporate purposes. The facility includes customary financial and other covenants.

On 7 February 2024, the Group secured additional capital, increasing the Holdco Facility from EUR 50 million to EUR 80 million. On 26 August 2024, the Company further increased the capacity available to it under the Holding Facility, with the lender commitments thereunder increased by EUR 45 million, bringing the total capacity available to EUR 125 million. As of 31 December 2024, the full funding available under the Holdco Facility had been utilised.

On 22 December 2023, Cadeler and two of its subsidiaries, WIND N1064 Limited and Wind Pace Limited (formerly referred as to N1063 Ltd ), entered into a Sinosure-backed green term loan facility of up to EUR 425 million (the "P-Class Facility"), to finance the purchase of the P-Class newbuilds. This facility includes various securities and change of control provisions.

On 12 August 2024, the Company requested the utilisation of EUR 210 million under the P-Class Facility to finance the final instalment for the delivery of Wind Peak in the same month, and on 17 March 2025, the Company requested the utilization of EUR 211 million under the P-Class Facility to finance the final instalment for the second P-Class Vessel, which is expected to be delivered imminently in the same month.

In connection with the Business Combination, the Cadeler Group acquired a USD 436 million Senior Secured Green Term Loan Facility which Eneti had entered into in November 2023 with a group of international banks and export credit agencies co-arranged and co-underwritten by Crédit Agricole Corporate and Investment Bank and Société Générale, and with Société Générale as Green Loan Coordinator, to fund the purchase of the M-Class New Builds.

# Finance Review

*Continued from previous page*

On 16 August 2024, the Company successfully refinanced this facility, with Cadeler and certain of its subsidiaries, entering into Facility Agreements for an aggregate of up to EUR 420 million (the "M-Class Facility I and M-Class Facility II") with substantially the same group of international banks and export credit agencies. The terms of the M-Class Facilities are substantially identical to those of the P-Class Facility. In January 2025, the Company drew down EUR 212 million under the M-Class Facility to finance the final instalment for the delivery of the first M-Class Vessel in the same month. On 21 March 2025, Cadeler and two of its subsidiaries entered into a Sinosure-backed Green Term Loan Facility of up to EUR 575 million (with a 12 year tenor) to finance the purchase of the first two of the Cadeler Group's three A-Class Vessels (the "A-Class Facility").

The Cadeler Group's management anticipates seeking further debt financing in connection with milestone payments for the delivery of the third A-Class New Build.

The Company had significant headroom to comply with its debt covenants and on 31 December 2024, the Company had available liquidity of EUR 386 million from cash at hand and available committed facilities including the Green Corporate Facility and the Holdco Facility.

## **Income statement and cash flows**

### *Profit for the year*

The Group's result for the year is a profit of EUR 65 million, which is an increase of EUR 54 million from the EUR 11 million profit earned in 2023. This result was principally driven by higher gross profit. In 2024, gross profit amounted to EUR 125 million, corresponding to a gross margin of 50%, up from a gross margin of 45% in 2023 and reflecting improved profitability.

### *Revenue*

On 26 November 2024, the Company provided revised full-year guidance, indicating that it anticipated revenue for 2024 to range between EUR 243 million and EUR 253 million. The actual revenue for the year amounted to EUR 249 million, reflecting an increase of EUR 140 million compared to the EUR 109 million revenue reported in 2023, despite a lower utilisation rate of 66% due to main crane upgrades on both Wind Orca and Wind Osprey, as well as scheduled maintenance on Wind Zaratan. The revenue growth is explained by the successful business combination with Eneti completed in December 2023 that resulted in the addition of Wind Scylla and Wind Zaratan to the fleet. Additional revenue streams included EUR 6.3 million from the receipt of termination fees related to a vessel reservation agreement.

### *Costs*

Amounting to EUR 124 million, the Group's cost of sales for 2024 was EUR 64 million higher than the EUR 60 million reported for 2023, driven mainly by Wind Scylla and Wind Zaratan becoming part of the Group's fleet.

Administrative expenses in 2024 amounted to EUR 57 million, a significant increase from the EUR 34 million in 2023. This was primarily driven by the Group's increasing headcount, which encompasses the strategic recruitment of key personnel to ensure an elevated level of support for ongoing operations, significant new projects and the business combination with Eneti.

# Finance Review

Continued from previous page

## EBITDA

The Group's EBITDA for the year amounted to EUR 126 million, reflecting an increase of EUR 84 million from EUR 42 million in 2023, as disclosed in the Alternative Performance Measures (APM) section, and a EUR 1 million increase compared to the revised EBITDA guidance ranging between EUR 115 million and EUR 125 million. Adjusted EBITDA, which excludes transaction costs related to the business combination with Eneti, was EUR 50 million in 2023, as disclosed in the APM section. The Group is not reporting adjusted EBITDA for 2024.

## Financial Income and Expenses

Financial income, amounting to EUR 5 million, was EUR 3 million higher in 2024 than the EUR 2 million financial income in 2023, mainly driven by a EUR 1 million increase in foreign exchange gains and EUR 2 million from interest income. Financial costs in 2024 amounted to EUR 7 million, EUR 3 million higher than the EUR 4 million reported in 2023 and explained by a EUR 3 million increase in foreign exchange losses.

## Cash flows

Net cash flow provided by operating activities was EUR 93 million in 2024, EUR 30 million higher than the EUR 63 million recorded in 2023 and driven by increased operating profit and deferred revenue.

Net cash flow used in investing activities was EUR 616 million in 2024, an increase of EUR 561 million compared to the EUR 55 million reported in 2023. The increase was driven by large asset investments, including the final instalment of Wind Peak, crane upgrades and instalment payments for certain of the Group's vessels under construction.

Net cash flow provided by financing activities in 2024 was EUR 482 million, an increase of EUR 412 million compared to a net inflow of EUR 70 million reported in 2023. This was a result of the capital raised in the Group's February 2024 private placement of EUR 152 million (after transactional costs) and proceeds from borrowings of EUR 355 million (net of bank fees and repayments).

## Parent Company

Cadeler A/S, the Parent Company, reported a net profit of EUR 20 million, an increase from the EUR 11 million earned in 2023. The Parent Company's revenue in 2024 was EUR 127 million, an increase from the EUR 109 million in 2023. This performance aligns with the projected revenue range for 2024, as disclosed in the Group's Annual Report 2023, which is between EUR 123 million and EUR 143 million.

Total expenses for the Parent Company in 2024 amount to EUR 116 million (EUR 91 million in 2023). As the Group's vessels are owned by subsidiaries of the Parent Company, no vessel depreciation or vessel insurance is recognised in the Parent Company. Instead, the Parent Company is subject to bareboat charges from vessel owning subsidiaries, amounting to EUR 43 million in 2024 (EUR 30 million in 2023).

As of 31 December 2024, total assets amounted to EUR 1.7 billion (EUR 1.3 billion in 2023). The increase in the parent company's assets is primarily driven by a EUR 106 million rise in property, plant and equipment along with an increase in receivables, reflecting increasing activity levels.

Total liabilities in 2024 amounted to EUR 599 million (EUR 357 million in 2023) driven by an increase of EUR 166 million in debt to credit institutions and an increase of EUR 51 million in payables to subsidiaries. Equity amounted to EUR 1.1 billion (EUR 953 million in 2023), compared to the Group's EUR 1.2 billion (EUR 959 million in 2023).

# Finance Review

*Continued from previous page*

## Knowledge resources

The Company is committed to attracting and retaining highly skilled professionals to meet the needs of its customers and provide exceptional service. This includes recruiting experienced engineers who can modify the Company's vessels to meet the specific requirements of customer projects, as well as commercial experts with relevant industry knowledge. The Company's ongoing investment in talent enables it to maintain a competitive edge in the market and position itself for long-term success.

## Research and development activities

The Company's Research and Development efforts focus on advancing fleet capabilities and developing innovative solutions to optimize offshore wind operations.

Continued investment in research and development strengthens its competitive position, enhances efficiency, and ensures alignment with evolving customer needs. These initiatives remain key drivers of long-term growth and success.

## Special risks

### Operational risks

The Company is vulnerable to a loss of revenue if any of its vessels are taken out of operation or if the delivery of newbuilds is delayed. As of the reporting period, the Company's fleet consists of five windfarm installation vessels, Wind Orca, Wind Osprey, Wind Scylla, Wind Zaratan and Wind Peak. The Company also has orders for six newbuilds: three WTIVs, the P-Class and two M-Class vessels, one of which is currently under construction, and the other (Wind Maker) which was delivered on schedule in January 2025, and three wind foundation installation vessels, the A-Class newbuilds.

If any of the vessels in the Company's operational fleet are taken out of operation or delivered later than anticipated due to delays in the delivery of newbuilds or operational

incidents, etc., this could materially impact the Company's business, prospects, financial results, and condition.

The Company has contracted with COSCO to take delivery of four newbuild vessels in the period from the first quarter of 2025 to the second quarter of 2027. At the same time, the Company has a contract with Hanwha to take delivery of two newbuild vessels in 2025. Any problems that may impact China or Korea in general, the general availability of components or materials needed, or the shipyards specifically, could lead to delays affecting one or all five newbuild vessels. The vessels may also be subject to upgrades, refurbishments, and/or repairs that potentially entails risks, including delays and cost overruns, which could have an adverse impact on the Company's available cash resources, results of operations, and its ability to comply with financial covenants pursuant to its financing arrangements.

The Group operates in the offshore industry and is thus subject to inherent hazards, such as breakdowns, technical problems, harsh weather conditions, environmental pollution, force majeure situations (nationwide strikes, etc.), collisions and groundings. These hazards can cause personal injury or loss of life, severe damage to or destruction of property and equipment, pollution or environmental damage, claims by third parties or customers and suspension of operations.

Windfarm installation vessels, including the Company's vessels, are also subject to hazards inherent in marine operations, either while on-site or during mobilisation, such as, but not limited to, capsizing, sinking, grounding, collision, damage from severe weather and marine life infestations. Operations may also be suspended because of machinery breakdowns, abnormal operating conditions, failure of subcontractors to perform or supply goods or services or personnel shortages.

# Finance Review

*Continued from previous page*

## *Employment of vessels is key*

The Group's income is dependent on project contracts and vessel charters for the employment of the vessels. Typically, these contracts are concluded several years in advance, providing visibility of future deployment. However, there is a risk that the Company may find it difficult to obtain future cover for the vessels and for utilisation to subsequently drop. Consequently, the vessels may need to be deployed on lower-yielding work-scopes or remain idle for periods without any compensation to the Company. There can also be off-hire periods as a consequence of accidents, technical breakdown or non-performance. The cancellation or postponement of one or more employment contracts can have a material adverse impact on the earnings of the Company.

## *Macroeconomic risks*

The Cadeler Group is exposed to macroeconomic and geopolitical risks, including global uncertainties due to high public debt, rising inflation and interest rates, the war in Ukraine, and supply chain disruptions. Specifically, delays in the delivery of New Builds may arise from issues at COSCO, a Chinese shipyard, or from geopolitical tensions involving China. The U.S. Department of Defense recently designated certain COSCO affiliates as "Chinese military companies," which, while not directly affecting Cadeler, could lead to future restrictions impacting delivery of New Builds or future orders. These macroeconomic and geopolitical factors could materially affect the Cadeler Group's business, financial results, and future prospects.

## *Laws and regulations risks*

The Cadeler Group and its business are subject to laws and regulations governing the offshore industry. Future changes in the domestic and international laws and regulations applicable to the Cadeler Group and its activities are unpredictable and are beyond the control of the Cadeler Group, and such changes could imply the need to materially alter the Cadeler Group's operations and organization and may prompt the need to apply for

permits, which could in turn have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition. Any change in or introduction of new regulations may increase the costs of operations, which could have an adverse effect on the Cadeler Group's profitability. For example, changes in regulations on fuel for vessels could materially affect the Cadeler Group's cost base. If any of the Cadeler Group's vessels does not comply with the extensive regulations applicable from time to time, the Cadeler Group may be unable to continue such vessel's operations without costly and time-consuming retrofits, and/or the Cadeler Group could be in non-compliance with applicable rules and regulations.

## *Low demand in market*

The Cadeler Group relies on revenue generated from wind farm installation and related maintenance. The lack of diversification in Cadeler's sources of revenue makes the Cadeler Group vulnerable to adverse developments or periods of low demand in the market in which it operates. The demand for the Cadeler Group's services may be volatile and is subject to variations for a number of reasons, including uncertainty in future demand and regulatory changes. For example, the market for offshore wind energy has recently experienced certain challenges in various jurisdictions including the United States, Sweden and Denmark, including delays in relevant supply chains, cancellation of government approvals and failed government auction rounds, which could adversely affect the number of offshore wind farm projects to be developed in these markets in the future, and there is a risk that similar challenges might also affect other countries. Any oversupply of vessels compared to the market demand for such vessels or similar capacity could cause contract rates to decline, and falling rates could materially adversely affect the Cadeler Group's financial performance and results of operations. As the Cadeler Group's vessels are highly specialized for wind farm installation, redeploying them to other sectors of the marine industry may be difficult or impossible to achieve, both practically and commercially.

# Finance Review

Continued from previous page

The wind energy market is affected by the price and availability of other energy sources, including nuclear, coal, natural gas and oil, as well as other sources of renewable energy. To the extent renewable energy, particularly wind energy, becomes less cost-competitive due to reduced government targets, increases in the cost of wind energy, new regulations or incentives that favor alternative renewable energy, cheaper, more efficient or otherwise more attractive alternatives or otherwise, demand for wind energy and other forms of renewable energy could decrease. Slow growth or a long-term reduction in the demand for wind energy could in turn reduce the demand for the Cadeler Group's services, which could have a material adverse effect on the Cadeler Group's business, prospects and financial results and condition.

#### *Debt facility risks*

The Company has entered into a debt financing agreement with terms, conditions, and covenants that restrict its ability to obtain new financing and operate freely. This agreement contains specific financial covenants, and failure to meet them could result in the mandatory repayment of the Company's Green Corporate Facility, negatively impacting the Company's financial position.

The Green Corporate Facility also constrains the Group's ability to pay dividends in the future. With five operational vessels, the Group's ability to comply with financial covenants will depend on the market value of these vessels and their ability to generate revenue. Their indebtedness could affect future operations and flexibility, limiting the Group's ability to dispose of assets and compete with others in the industry for strategic opportunities.

#### *Liquidity risks*

The Company manages liquidity risk by having enough cash and credit facilities to meet operational needs and new vessel payment instalments. The Cadeler Group's

management anticipates seeking further debt financing in connection with milestone payments for the delivery of the third A-Class New Build.

#### *Foreign exchange risks*

The Company is exposed to foreign currency risks. A significant portion of income is invoiced in EUR, as are most costs, or in DKK, which is pegged to the EUR. Due to the business combination some income will be invoiced in USD. A significant proportion of the Company's commitments for the construction of the newbuild vessels will be paid in USD. The currency exposure arising from the newbuild contracts has been partially swapped to EUR at the Company's banks at an average USD:EUR rate of 0.9107. Another portion of the exposure has been hedged by entering into zero cost collar contracts, securing an average USD:EUR exchange rate of between 0.8785 and 0.9426.

#### *Interest risks*

The Group entered into interest rate swap contracts with the Group's main bank and linked these to the Green Corporate Facility, P-Class Facility and future loans. The interest rate risk arising from the loans has been partially swapped from 3M EURIBOR to a fixed rate. The average fixed rate of the swaps is 2.8%. Another portion of the exposure has been hedged by entering into interest rate swap contracts with cap and floor. The average fixed rate of the cap/floor swaps falls between 2.0% and 2.1%.

#### *Credit risks*

The Company adopts stringent procedures on extending credit terms to customers and on the monitoring of credit risk. The Company deals only with customers with an appropriate history and obtains sufficient security where appropriate to mitigate credit risk. Historically, only immaterial credit losses have been experienced.



# Finance Review

*Continued from previous page*

## **Data ethics**

As per section 99D of the Danish Financial Statements Act, Cadeler as a listed company is obliged to disclose its policy on data ethics. For more information, see our sustainability statements (page 111).

## **Impact on the external environment**

Sustainability remains a strategic objective for the Company and is key to its ability to create long-term value for its shareholders. It represents an opportunity for innovation, improved efficiency and a foundation for growth. The Company strives to identify and reduce the negative impact that its business has on the environment and the communities and is committed to delivering leadership in matters of environment, health and safety, employment, and corporate responsibility across its value chain.

The Company pursues the long-term goals of decarbonisation and improving the circularity of its operations. This is done, inter alia, by improvements to the operating fleet and optimized vessel design for the newbuild vessels, including energy-efficient solutions or adopting green fuels. The Company ensures continuous improvements by actively monitoring performance.

As environmental regulations evolve, maintaining vessel compliance with International Convention for the Prevention of Pollution from Ships ("MARPOL") requirements and operating on low sulphur fuels, IMO and EU targets, or CSRD reporting requirements, is also a Company priority. The Company also prioritises collaboration and engages across the value chain to enhance sustainability practices across the industry.

For more information, see our sustainability statements (pages 40-137).



## 2025 Outlook

Cadeler will continue to provide construction, maintenance, decommissioning and other services for the renewable offshore wind industry. The financial performance of the Group for 2025 is expected to result in a revenue of between EUR 485 million and EUR 525 million, compared with a revenue of EUR 249 million in 2024. EBITDA is expected to be in the range of EUR 278 million to EUR 318 million in 2025 (in 2024 EUR 126 million).

Management expects that Cadeler's performance, as a Parent Company, will result in a revenue of between EUR 280 million and EUR 320 million, which is higher than its performance in 2024, EUR 127 million. The difference in the Group's revenue is driven by the UK business and intercompany charges to its subsidiaries.

Going into 2025, Cadeler continues to strengthen its position as the leading T&I contractor in the attractive offshore wind market. Recently, the sector has faced some negative sentiment and political headwinds – particularly in the U.S. Despite this, the fundamentals of offshore wind remain strong and highly competitive compared to alternative energy sources, which is substantiated by high long-term targets in key offshore wind markets. The EU Commissions recently announced Clean Industrial Deal focused on the green transition and energy security, reaffirms the Commissions commitment to reduce net greenhouse gas emissions by 90 % by 2040. The plan outlines several measures that could positively impact offshore wind, including speeding up permitting for offshore wind and quicker approval of State aid measures for the roll-out of renewable energy including offshore wind.

Cadeler is experiencing strong demand for our growing fleet. The backlog now stands at EUR 2,548 million compared to EUR 1,760 million last year. The business of Cadeler is inherently long-term focused, with project bidding now stretching into the 2030s. Europe remains the cornerstone region for offshore wind and Cadeler, with other regions like Asia Pacific increasing significantly in scale – both on existing and new markets.

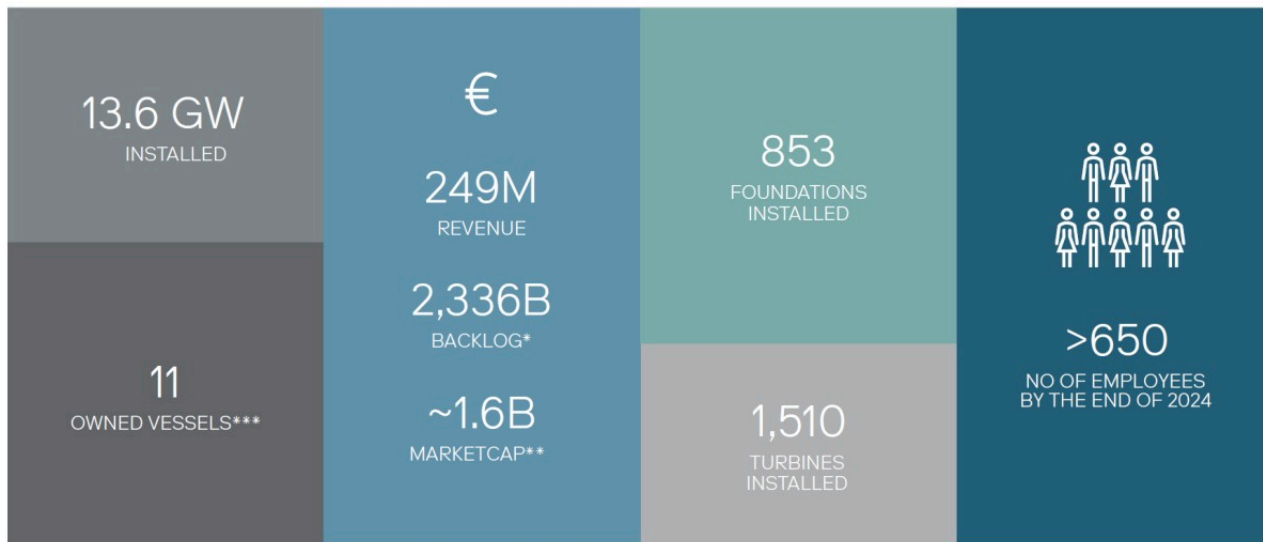
Furthermore, the long-term development of the U.S. and other markets in the Americas continue to have a long-term potential despite short-term setbacks.

Cadeler continues to have an optimistic outlook on the market for our core segments, wind turbine and foundation installation and heavy operations & maintenance. Following the successful merger with Eneti and the subsequent comprehensive post-merger integration programme, Cadeler is the owner of the largest purpose-built fleet in the industry, with four newbuilds being delivered in 2025 alone. Additionally, the merger has combined two of the leading teams in the industry with presence across all major regions and markets, which allows Cadeler to deliver significant value to our clients. This includes significant scale advantages by being able to cross-utilise our fleet, reuse seafastening and tooling to deliver operational efficiency and cost savings. These advantages will only grow further, as the newbuild fleet is being delivered.

Given that the Group is currently in a fleet expansion phase, during which it is investing in new vessels and equipment to facilitate future growth, the Group does not expect to make dividend payments in the medium term.

Cadeler's guidance for 2025 is subject to risks and uncertainties, many of which are beyond its control. One-off market-shaping events such as strikes, embargoes, political instability or adverse weather conditions, could have a substantial impact on the business. There could also be off-hire periods as a consequence of accidents, technical breakdown or non-performance. The cancellation or postponement of one or more vessel employment contracts could have a material adverse impact on the earnings of the Company.

# Cadeler at a Glance



\* As per 31 December 2024 and options included at 100%  
\*\* As per 25 March 2025  
\*\*\* Including operational vessels and new builds

# Regulatory

The Cadeler Group is subject to various regulatory and compliance requirements under international and national maritime regulations that significantly affect the ownership and operation of the Cadeler Group's fleet. The regulations mainly relate to marine safety, environmental protection and maritime security. Below is a description of the general regulatory framework in which the Cadeler Group operates that should not be considered exhaustive either in respect of the subjects covered or the details provided.

## International Maritime Organisation

Most of the regulations relating to vessel operations are based on international rules issued predominantly by the IMO, the United Nations ("UN") agency for maritime safety and the prevention of pollution by vessels. The primary IMO regulations include the International Conventions for the Safety of Life at Sea ("SOLAS"), the International Convention of the Standards of Training, Certification and Watchkeeping for Seafarers ("STCW"), and MARPOL.

## Vessel Safety and Security Requirements

The SOLAS Convention was adopted in order to address the safe manning of vessels and emergency training drills. The Convention of Limitation of Liability for Maritime Claims ("LLMC") sets limitations on liability for loss of life or personal injury or a property claim against ship owners.

Under Chapter IX of the SOLAS Convention, or the International Safety Management Code for the Safe Operation of Ships and for Pollution Prevention (the "ISM Code"), the Cadeler Group's operations are also subject to environmental standards and requirements. The ISM Code requires the party with operational control of a vessel to develop an extensive safety management system that includes the adoption of a safety and environmental protection policy setting forth instructions and procedures for operating its vessels safely and describing procedures for responding to emergencies.

The IMO has also adopted the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers ("STCW"). As of February 2017, all seafarers are required to meet the STCW standards and be in possession of a valid STCW certificate.

The IMO's Maritime Safety Committee and the MEPC each adopted relevant parts of the International Code for Ships Operating in Polar Water (the "Polar Code"). The Polar Code covers design, construction, equipment, operational, training, search and rescue as well as environmental protection matters relevant to ships operating in the waters surrounding the two poles. It also includes mandatory measures regarding safety and pollution prevention as well as recommendatory provisions. The Polar Code applies to new ships constructed while after 1 January 2017 and after 1 January 2018, ships constructed before 1 January 2017 are required to meet the relevant requirements by the earlier of their first intermediate or renewal survey.

## Decarbonisation, energy efficiency and Air Emissions

MARPOL is applicable to vessels of any type under countries that are signatories and is broken into six Annexes, each of which regulates a different source of pollution. Annex I relates to oil leakage or spillage; Annexes II and III relate to harmful substances carried in bulk in liquid or in packaged form, respectively; Annexes IV and V relate to sewage and garbage management, respectively; and Annex VI, lastly, relates to air emissions.

Annex VI to MARPOL addresses air pollution from vessels. Annex VI sets limits on sulphur oxide and nitrogen oxide emissions from all commercial vessel exhausts and prohibits "deliberate emissions" of ozone depleting substances (such as halons and chlorofluorocarbons), emissions of volatile compounds from cargo tanks, and the shipboard incineration of specific substances.

# Regulatory

*Continued from previous page*

Annex VI also includes a global cap on the sulphur content of fuel oil and allows for special areas to be established with more stringent controls on sulphur emissions, as explained below. Emissions of “volatile organic compounds” from certain vessels, and the shipboard incineration (from incinerators installed after 1 January 2000) of certain substances (such as polychlorinated biphenyls, or “PCBs”) are also prohibited.

## **Pollution Control and Liability Requirements**

The IMO has negotiated international conventions that impose liability for pollution in international waters and the territorial waters of the signatories to such conventions. The IMO has, inter alia, adopted an International Convention for the Control and Management of Ships' Ballast Water and Sediments (the “BWM Convention”) in 2004. The BWM Convention requires ships to manage their ballast water to remove, render harmless, or avoid the uptake or discharge of new or invasive aquatic organisms and pathogens within ballast water and sediments. The BWM Convention’s implementing regulations call for a phased introduction of mandatory ballast water exchange requirements, to be replaced in time with mandatory concentration limits, and require all ships to carry a ballast water record book and an international ballast water management certificate.

The IMO also adopted the International Convention on Civil Liability for Bunker Oil Pollution Damage (the “Bunker Convention”) to impose strict liability on ship owners (including the registered owner, bareboat charterer, manager or operator) for pollution damage in jurisdictional waters of ratifying states caused by discharges of bunker fuel. The Bunker Convention requires registered owners of ships over 1,000 gross tons to maintain insurance for pollution damage in an amount equal to the limits of liability under the applicable national or international limitation regime (but not exceeding the amount calculated in accordance with the LLMC).

## **Anti-Fouling Requirements**

In 2001, the IMO adopted the International Convention on the Control of Harmful Anti-fouling Systems on Ships (the “Anti-fouling Convention”). The Anti-fouling Convention prohibits the use of organotin compound coatings to prevent the attachment of molluscs and other sea life to the hulls of vessels. Amendments were adopted in 2021 to include controls on anti-fouling systems containing cybutryne. Vessels of over 400 gross tonnes engaged in international voyages will also be required to undergo an initial survey before the vessel is put into service or before an International Anti-fouling System Certificate (the “IAFS Certificate”) is issued for the first time; and subsequent surveys when the anti-fouling systems are altered or replaced.

## **International Labour Organisation**

The International Labour Organisation (“ILO”) is a specialised agency of the UN that has adopted the Maritime Labour Convention 2006 (“MLC 2006”). A Maritime Labour Certificate and a Declaration of Maritime Labour Compliance is required to ensure compliance with MLC 2006 for all ships of 500 gross tonnes or over and are either engaged in international voyage or flying the flag of a member and operating from a port, or between ports, in another country.

## **EU Regulations**

### *Decarbonisation and energy efficiency*

The EU made a unilateral commitment to reduce overall greenhouse gas emissions from its member states by 20% of 1990 levels by 2020. The EU also committed to reduce its emissions by 20% under the Kyoto Protocol’s second period from 2013 to 2020.

# Regulatory

*Continued from previous page*

Regulation (EU) 2015/757 of the European Parliament and of the Council of 29 April 2015 (amending EU Directive 2009/16/EC) ("MRV Regulation") governs the monitoring, reporting and verification of carbon dioxide emissions from maritime transport, and, subject to some exclusions, requires ships over 5,000 gross tonnage to monitor and report carbon dioxide emissions annually. As of 1 January 2025, the MRV regulation also applies to offshore ships above 5,000 gross tonnage.

Effective from 1 January 2025, the FuelEU Maritime Regulation mandates a gradual reduction in the greenhouse gas (GHG) intensity of energy used on board ships over 5,000 gross tonnage calling at EU ports. The required GHG intensity reductions are set to increase over time, starting with a 2% reduction in 2025 and aiming for an 80% reduction by 2050, compared to 2020 levels. This regulation applies to all relevant ships sailing in EU waters, regardless of their flag state.

The EU has adopted several regulations and directives requiring, among other things, more frequent inspections of high-risk ships, as determined by type, age and flag as well as the number of times the ship has been detained. The EU also adopted and extended a ban on substandard ships and enacted a minimum ban period and a definitive ban for repeated offenses. The regulation also provided the EU with greater authority and control over classification societies, by imposing more requirements on classification societies and providing for fines or penalty payments for organisations that failed to comply. Furthermore, the EU has implemented regulations requiring vessels to use reduced sulphur content fuel for their main and auxiliary engines. The EU Directive 2005/33/EC (amending Directive 1999/32/EC) introduced requirements parallel to those in Annex VI relating to the sulphur content of marine fuels. In addition, the EU imposed a 0.1% maximum sulphur requirement for fuel used by ships at berth in the Baltic, the North Sea and the English Channel (a so called "Sulphur Emission Control Area"). As of January 2020,

outside of sulphur emission control areas, a global sulphur limit was enacted, requiring fuels with a 0.5% maximum sulphur content.

On 15 September 2020, the European Parliament voted to include greenhouse gas emissions from the maritime sector in the EU's carbon market, the EU ETS. On 14 July 2021, the European Commission formally proposed its plan, which would involve gradually including the maritime sector from 2024 and phasing the sector in over a three-year period. This will require shipowners to buy permits to cover these emissions. On 18 December 2022, the Environmental Council and European Parliament agreed to include maritime shipping emissions within the scope of the EU ETS in phases: shipping companies will pay for 40% for verified emissions from 2024, 70% for 2025 and 100% for 2026. Most large vessels will be included in the scope of the EU ETS from the start, with offshore vessels being included from 2027. Offshore vessels above 5,000 gross tonnage will be included in the EU ETS from 2027. The inclusion of general cargo vessels and offshore vessels between 400-5,000 gross tonnage in the ETS will be reviewed in 2026.

## Regulatory

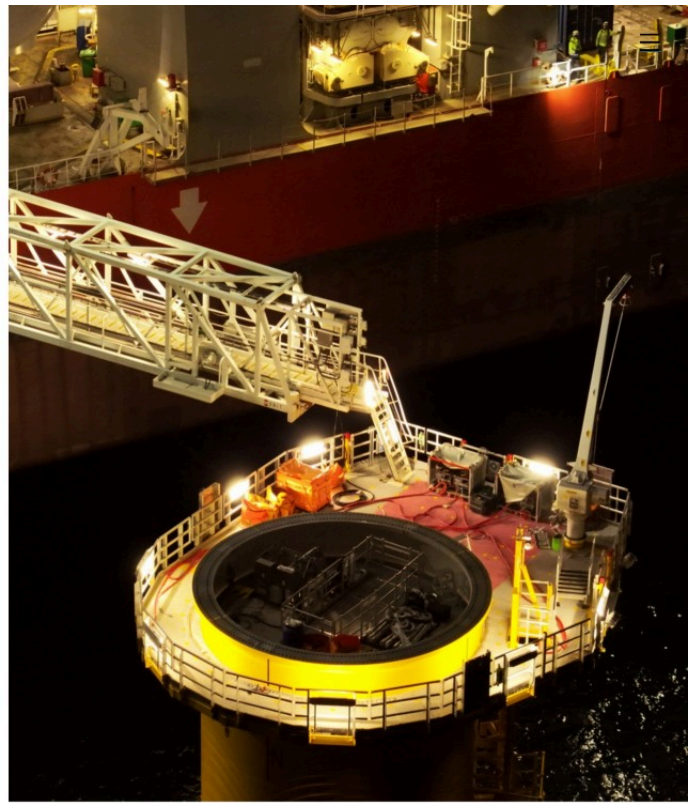
*Continued from previous page*

### *Pollution Control and Liability Requirements*

EU Directive 2009/123/EC (amending Directive 2005/35/EC) on ship-source pollution and on the introduction of penalties for infringements imposes criminal sanctions for illicit ship-source discharges of polluting substances, including minor discharges, if committed with intent, recklessly or with serious negligence and the discharges individually or in the aggregate result in deterioration of the quality of water. Aiding and abetting the discharge of a polluting substance may also lead to criminal penalties. The directive applies to all types of vessels, irrespective of their flag, but certain exceptions apply to warships or where human safety or that of the ship is in danger.

### *Ship recycling*

The EU has put in place regulatory requirements on the recycling of vessels. The recycling of vessels is subject to various international, regional and national requirements, including the 1989 Basel Convention/EU Waste Shipment Regulation (1013/2006), the 2009 Hong Kong Convention and the EU Ship Recycling Regulation (1257/2013) which may apply depending on the vessel flag and the location of the vessel when the decision to recycle the vessel was taken. The regulations put in place certain requirements relating to, inter alia, the requirements for ships and recycling facilities to ensure that ship recycling takes place in an environmentally safe and sound manner, restrictions on the installation and use of hazardous materials on ships, and establish a list of approve ship recycling facilities.



# Regulatory

*Continued from previous page*

## *Inspection by Classification Societies*

The hull and machinery of every commercial vessel must be classed by a classification society authorised by its country of registry. The classification society certifies that a vessel is safe and seaworthy in accordance with the applicable rules and regulations of the country of registry of the vessel and SOLAS. Most insurance underwriters make it a condition for insurance coverage and lending that a vessel be certified "in class" by a classification society which is a member of the International Association of Classification Societies, the IACS.

A vessel must undergo annual surveys, intermediate surveys, drydockings and special surveys. In lieu of a special survey, a vessel's machinery may be on a continuous survey cycle, under which the machinery would be surveyed periodically over a five-year period. Every vessel is also required to be drydocked periodically for inspection of the underwater parts of the vessel. If any vessel does not maintain its class and/or fails any annual survey, intermediate survey, drydocking or special survey, the vessel will be unable to carry cargo between ports and will be unemployable and uninsurable and there may be further commercial consequences.

## *Other Coastal State Requirements*

As a matter of international law, the coastal states are permitted, subject to certain restrictions, to put in place requirements on the vessels' operations in the territorial waters. Furthermore, the coastal state is entitled to exploit natural resources (such as wind power) in its exclusive economic zones and/or continental shelf subject to restrictions set out in the United Nations International Law of the Seas Convention (UNCLOS), Part II, Art. 2(2), Part V and VI (or customary international law).

Internationally, coastal states have elected to put significantly different regulatory requirements in place. The local law requirements may relate to matters such as the

ownership/nationality of the vessel, nationality and/or work permits for crew, and/or use of local port infrastructure. In the Cadeler Group's activities, the Cadeler Group is confronted with a range of government policies that restrict international trade and protect domestic industries. These protectionist measures manifest themselves mostly through cabotage laws which protect the domestic shipping industry from foreign competition and thus prevent or limit Cadeler from operating in such countries. Examples of such measures can be found, for example, in the United States through the Merchant Marine Act of 1920 (also known as the Jones Act), as well as in many other jurisdictions.

## *Corporate Sustainability Reporting Directive*

The Corporate Sustainability Reporting Directive (the "CSRD") is a European Union regulation aimed at enhancing and standardising sustainability reporting across organizations. It requires large public-interest companies, including listed companies, to disclose detailed non-financial information, related to environmental, social, and governance (ESG) matters. The CSRD, which amends the Non-Financial Reporting Directive (NFRD), mandates that companies provide information on sustainability impacts, risks and opportunities, with the aim of ensuring greater transparency and accountability. This includes the requirement for companies to follow European Sustainability Reporting Standards (ESRS) in order to align with global sustainability efforts and enhance comparability across sectors. The CSRD's scope, in the initial phase, covers large EU public interest companies with over 500 employees. The scope of CSRD will expand to include small and medium enterprises listed in the EU and large non-EU companies with subsidiaries or branches in the EU. The regulation aims to improve the quality, consistency, and reliability of sustainability reporting to better inform investors, stakeholders, and policy-makers.



# Corporate Governance

Cadeler is incorporated in Denmark and its shares are admitted to trading on the Oslo Stock Exchange (the "OSE"). Cadeler therefore follows the Norwegian Code of Practice for Corporate Governance and applicable Danish law in respect of its corporate governance practices. In addition, and as a result of the listing of the Company's American Depositary Shares on the New York Stock Exchange (the "NYSE"), the Company complies with applicable United States federal securities laws and regulations as well as the rules of the NYSE, in particular the corporate governance standards of Section 303A of the NYSE Listed Company Manual, to the extent applicable to the Company as a foreign private issuer.

A full copy of the Company's corporate governance code is available on the Company's website: <https://www.cadeler.com/assets/uploads/PDFs/Investors/Cadeler-Corporate-Governance-Policy-2025.pdf>.

## Statutory CSR report

To fulfil the requirement for statutory reporting on corporate responsibility under sections §99a and §107d of the Danish Financial Statements Act, and in accordance with the EU's Corporate Sustainability Reporting Directive (CSRD), the Company has integrated its annual sustainability statements into the Annual Report 2024. For the sustainability statement, see pages 40-137.

## The Cadeler Group's Board of Directors

Cadeler's Board of Directors views the maintenance of high standards of corporate governance as an essential element of the Cadeler Group's capacity to deliver on its strategy and to drive value creation. The Board oversees the Cadeler Group's governance structure and processes, with a view to ensuring that these remain robust and appropriate as the Cadeler Group pursues its strategic objectives with an emphasis on execution, efficiency and growth. The Board also seeks to be responsive to the views of shareholders and other stakeholders.

## Board Composition

In 2024, Jesper T. Lok retired from the Cadeler Board following the 2024 Annual General Meeting (AGM). Four new directors joined the Cadeler Board in 2024: Emanuele A. Lauro (current Vice Chairman of the Board) and James Nish, both of whom were previously directors of Eneti Inc., were elected to the board in February 2024 at an Extraordinary General Meeting held for that purpose, to serve through the 2025 AGM; Colette Cohen was elected at the 2024 AGM to two serve a two-year term through the 2026 AGM; and Thomas Thune Andersen was elected at an EGM held for that purpose in November 2024 also to serve through the 2026 AGM.

## Gender Diversity

Cadeler has previously communicated its aim to increase the representation of women on the Cadeler Board to at least 25% by the end of 2026. Cadeler is pleased to have achieved that objective early, as the Board currently comprises two women and five men (28.6% women). Cadeler aims to maintain at least the present portion of women on the Board through 2026.

# Corporate Governance

*Continued from previous page*

## Board Committees

The Board delegates certain responsibilities to its committees to assist in ensuring effective corporate governance across the business:

### Audit committee

The Cadeler Board has established an audit committee. The primary purposes of the audit committee are to:

- assist the Cadeler Board in discharging its duties relating to the safeguarding of assets; the operation of adequate systems and internal controls; control processes and the preparation of accurate financial reporting and statements in compliance with all applicable legal requirements, corporate governance and accounting standards; and
- provide support to the Cadeler Board on the risk profile and risk management of Cadeler.

In 2024, the Audit Committee devoted considerable attention to (i) the implementation of expanded internal controls as required under the U.S. Sarbanes Oxley Act of 2002, as amended, by virtue of Cadeler's listing on the NYSE and (ii) the development of adequate processes and controls to support the Cadeler Group's sustainability reporting in compliance with the CSRD.

The audit committee reports and makes recommendations to the Cadeler Board, but the Cadeler Board retains responsibility for implementing such recommendations.

### Remuneration committee

The Cadeler Board has established a remuneration committee. The primary purpose of the remuneration committee is to advise the Cadeler Board on salaries and other remuneration for Cadeler's Executive Management. The remuneration committee reports and makes recommendations to the Cadeler Board, but the Cadeler Board retains responsibility for implementing such recommendations.

### Nomination Committee

Consistent with the Norwegian Code of Practice for Corporate Governance, Cadeler has a nomination committee the composition of which is determined by the election of its shareholders at each annual general meeting. Members of the nomination committee are not required to be, and are not currently, members of the Cadeler Board. Cadeler's nomination committee makes recommendations to the general meeting as to the election of shareholder-elected members to the Cadeler Board and to the nomination committee, and the remuneration of members of the Cadeler Board.

**Board of Directors**

**Andreas Sohmen-Pao**

Nationality:	Austrian
Born:	1971
Gender:	Male
Joined the Cadeler board:	2021
Current election period:	2023-2025

Chairman of the Board.

Considered non-independent.

**Other management duties, etc.**

- ▶ BW Group Limited (Executive Chairman)
  - ▶ BW Offshore Limited (Chairman)
  - ▶ BW Energy Limited (Chairman)
  - ▶ BW LPG Limited (Chairman)
  - ▶ BW Epic Kosan Ltd (Chairman)
  - ▶ Hafnia Limited (Chairman)
  - ▶ Global Centre for Maritime Decarbonisation (Chairman)
  - ▶ Lloyd's Register Foundation (member of the Board of Trustees)
- Former Chairman of the Singapore Maritime Foundation.

**Education**

- ▶ MBA, Harvard University
- ▶ BA Honours in Oriental Studies, Oxford University

**Qualifications**

More than 20 years of experience in the shipping industry. Chairman for multiple corporate boards and board experience from international/listed companies.

**Attendance in Board and Committee meetings during 2024**

4/4	Board meetings
2/2	Remuneration Committee meetings

**Emanuele A. Lauro**

Nationality:	Italian
Born:	1978
Gender:	Male
Joined the Cadeler board:	2024
Current election period:	2024-2025

Vice Chairman of the Board of Directors.

Considered non-independent.

**Other management duties, etc.**

- ▶ Scorpio Holdings Limited (member of the Board and CEO)
- ▶ Scorpio Services Holding Limited (member of the Board and CEO)
- ▶ Scorpio Tankers Inc. (Chairman and CEO)
- ▶ Scorpio Offshore Holding Inc. (member of the Board)
- ▶ Moxie Corp (member of the Board and CEO)
- ▶ Gorgon Holdings Limited (member of the Board and CEO)
- ▶ Monaco Chamber of Shipping (Vice President)
- ▶ Fordham University (member of the London Advisory Council)

**Education**

- ▶ International Business, European Business School.

**Qualifications**

Extensive shipping industry experience spanning two decades. Chairs multiple corporate boards and active participant in the maritime community and advisory boards.

**Attendance in Board and Committee meetings during 2024**

4/4	Board meetings
-----	----------------

**Ditlev Wedell-Wedellsborg**

Nationality:	Danish
Born:	1961
Gender:	Male
Joined the Cadeler board:	2020
Current election period:	2024-2026

Board Member and member of the Remuneration Committee. Former chair of the Audit Committee until January 2024.

Considered independent.

**Other management duties, etc.**

- ▶ Wessel&Vetts Fond (Chair)
- ▶ Weco Travel CEE and associated companies (Chair)
- ▶ Travel House and associated companies (Chair)
- ▶ Vind A/S (Chair)
- ▶ Weco Invest (Chair)
- ▶ Donau Agro (member of the Board)
- ▶ Damptech and associated companies (member of the Board)
- ▶ AeroGuest (member of the Board)
- ▶ Rigensgade Kaserne (member of the Board)
- ▶ Aquitas (Advisor)
- ▶ Niki Invest. Manager

**Education**

- ▶ BA, Stanford University
- ▶ MBA, INSEAD

**Qualifications**

Board experience from Nordic companies and from the transportation sector. Management experience from ship owning company.

**Attendance in Board and Committee meetings during 2024**

3/4	Board meetings
2/2	Remuneration Committee meetings

**Andrea Abt**

Nationality:	German
Born:	1960
Gender:	Female
Joined the Cadeler board:	2023
Current election period:	2023-2025

Board Member and member of the Audit Committee.

Considered independent.

**Other management duties, etc.**

- ▶ Energy Technology Holdings LLC / Exide Technologies (member of the Board)
- ▶ Gerresheimer AG (member of the Board)
- ▶ Mar Holdco S.à.r.l., Luxemburg (member of the Board)

**Education**

- ▶ English and Spanish Philology, Rheinische Friedrich-Wilhelms University, Bonn
- ▶ MBA, Rotman School of Management, University of Toronto

**Qualifications**

Listed and non-listed board experience in European and US companies, broad executive background in a variety of functions. Specialist knowledge in procurement and logistics.

**Attendance in Board and Committee meetings during 2024**

4/4	Board meetings
4/4	Audit Committee meetings

**James Nish**

Nationality:	American
Born:	1958
Gender:	Male
Joined the Cadeler board:	2024
Current election period:	2024-2025

Board Member and Chair of the Audit Committee from February 2024.

Considered independent.

**Other management duties, etc.**

- ▶ Gibraltar Industries, Inc. (Chairman of Audit Committee and Capital Structure and Asset Management Committee)
- ▶ Alert360 Home Security Business (Lead Director)

**Education**

- ▶ BS in Accounting and Business, State University of New York
- ▶ MBA, Wharton School of the University of Pennsylvania

**Qualifications**

Over 30 years of experience in investment banking, serving clients across a variety of international industrial markets. Certified public accountant and adjunct professor at Baruch College, Zicklin School of Business in New York and at Pace University, Lubin.

**Attendance in Board and Committee meetings during 2024**

4/4	Board meetings
4/4	Audit Committee meetings

**Colette Cohen**

Nationality:	Irish
Born:	1968
Gender:	Female
Joined the Cadeler board:	2024
Current election period:	2024-2026

Board Member.

Considered independent.

**Other management duties, etc.**

- ▶ Forth Ports (member of the Board)
- ▶ Technip Energies (member of the Board)
- ▶ Bluenord (member of the Board)
- ▶ Deepocean (member of the Board)
- ▶ Former CEO of the Net Zero Technology Centre.

**Education**

- ▶ BSc (Hons), Queens University
- ▶ MBA, Ceram Sophia Antipolis

**Qualifications**

Extensive executive experience, with a particular focus on the energy transition. Non-executive board experience, having served on the boards of several companies in the energy industry.

**Attendance in Board and Committee meetings during 2024**

3/3	Board meetings
-----	----------------

**Board members who stepped down in 2024**

**Thomas Thune Andersen**

Nationality:	Danish
Born:	1955
Gender:	Male
Joined the Cadeler board:	2024
Current election period:	2024-2026

Board Member.

Considered independent.

**Other management duties, etc.**

- ▶ VKR Holding A/S (Chairman)
- ▶ Lloyd's Register Group (Chairman)
- ▶ Lloyd's Register Foundation (Chairman)
- ▶ IMI (Senior Independent Director)
- ▶ BW Group (member of the Board)
- ▶ Lambert Energy Advisory (member of the Board)
- ▶ Danish Committee for Good Corporate Governance (member)

**Education**

- ▶ Graduate Diploma, Copenhagen Business School
- ▶ Senior Management Programme, Columbia University
- ▶ ISMP (Economics), Harvard University

**Qualifications**

Extensive executive experience in various leadership positions, including at A.P. Moller Maersk, and non-executive experience in both listed and privately held companies within the energy, manufacturing and marine industries, with a particular focus on the energy transition.

**Attendance in Board and Committee meetings during 2024**

1/1 Board meetings

**Jesper T. Lok**

Nationality:	Danish
Born:	1968
Gender:	Male
Joined the Cadeler board:	2020
Served on the board until:	23 April 2024

Former Board Member and Chair of the Remuneration Committee.

Considered independent.

**Other management duties, etc.**

- ▶ Dagrofa (Chair)
- ▶ Evos (Chair)
- ▶ Gertsen & Olufsen (Chair)
- ▶ Inchcape Shipping Services (Chair)
- ▶ PISIFFIK (Vice Chair)
- ▶ RelyOn Nutec (Vice Chair)
- ▶ Silverstream Technologies (NED)
- ▶ TripleB (Chair)
- ▶ Vestergaard (Chair)

**Education**

- ▶ MBA, Nova Southeastern University (NSU)

**Qualifications**

Board experience from international private and listed maritime, retail, production and services companies. Management experience as CEO in private and public companies in the maritime and mobility sectors.

**Attendance in Board and Committee meetings during 2024**

1/1 Board meetings

## Executive Management

### Mikkel Gleerup

Nationality:	Danish
Born:	1978
Gender:	Male
Joined Cadeler:	2017

Chief Executive Officer (CEO)

Mikkel Gleerup does not have other roles or positions of trust outside the Company.

#### Education

- ▶ MBA, INSEAD, 2016
- ▶ MSc in Transportation and Maritime Management, University of Southern Denmark, 2008

#### Qualifications

Experience from working within the offshore wind segment for more than 17 years inter alia with Siemens Wind Power, Global Marine Systems Ltd. and A.P. Møller-Maersk.

### Peter Brogaard

Nationality:	Danish
Born:	1965
Gender:	Male
Joined Cadeler:	2022

Chief Financial Officer (CFO)

Peter Brogaard does not have other roles or positions of trust outside the Company.

#### Education

- ▶ MSc in Accounting and Auditing, Aarhus University, 1995

#### Qualifications

Significant experience from the shipping industry and finance, among others as Vice President, Group Finance at the product tanker shipping company TORM Plc. where he worked prior to joining the Company.



# Corporate Governance

*Continued from previous page*

## **Largest shareholders**

As of 20 March 2025, three shareholders held shareholdings in excess of 5% of Cadeler's total share capital: BW Altor Pte. Ltd. held 19.95%, Scorpio Holdings Limited held 12.09% and Folketrygdfondet held 5.41%.

## **Share capital increases and issuance of shares**

On 15 February 2024 Cadeler issued 39.5 million shares priced at NOK 44.50 per share in a private placement, raising EUR 152 million after transaction costs.

In addition, on 26 June 2024, Cadeler issued 27,715 new shares as a result of the exercise of options under its employee equity incentive program. These shares, representing an increase of less than 0.01% in Cadeler's share capital, were subscribed for at a price of NOK 36.02 per share.

## **Purchase of own shares**

At Cadeler's annual general meeting, held on 23 April 2024, the board of directors was granted an authorisation for the period until 22 April 2028 to permit the repurchase by the Company of its own shares.

Between 1 July 2024 and 4 July 2024, Cadeler repurchased 214,791 of its own shares at an average price per share of NOK 68.28, corresponding to an aggregate purchase price of approximately EUR 1.28 million, to enable the Company to meet its obligations to employees arising under certain of its share-based incentive programmes. The Company does not plan to repurchase any more of its own shares for the time being, except for the same purpose.

## **Voting rights**

As of 31 December 2024, Cadeler had 350,957,583 shares issued and outstanding, each with a nominal value of DKK 1. Each share carries the right to one vote at any general meeting of the Company's shareholders. No shareholders have any special or different voting rights under Cadeler's Articles of Association.

Resolutions at general meetings may generally be passed by a simple majority of votes cast, unless otherwise prescribed under the Danish Companies Act or by Cadeler's Articles of Association. The approval of changes to the Articles of Association, a dissolution of the Company, or a merger or demerger involving the Company will require at least a 2/3 majority of the votes cast, as well as of the share capital represented at the general meeting. The provisions in Cadeler's Articles of Association relating to a change in the rights of shareholders or a change to the Company's share capital are not more stringent than required by the Danish Companies Act.

## **Change of control**

Certain of the Company's debt facilities contain change of control provisions which may be triggered if any person or group (excluding Swire Pacific, the BW Group, and, with respect to certain of the Company's debt facilities, the Scorpio Group and their respective affiliates) gains control of 25% or more of Cadeler's voting and/or ordinary share capital. In addition, a change of control is triggered under the Holdco Facility if the BW Group holds less than 17.5% of Cadeler.

Certain of Cadeler's customer contracts may include change of control clauses, which are considered customary for the industry.

# Sustainability Statements





## Proudly introducing CSRD in Cadeler

We are proud to present Cadeler's first ever sustainability statement compliant with the Corporate Sustainability Reporting Directive (CSRD). The statement focuses on our environmental, social and governmental impacts, risks and opportunities, underlying our commitment to becoming a more sustainable company and business partner. The CSRD, implemented with effect from the fiscal year 2024, is an EU framework designed to standardize sustainability reporting and increase transparency among companies. We believe that the statement represents Cadeler's position on sustainability. We have chosen to be uncompromisingly transparent about our efforts towards becoming a more sustainable company. And while we have for long been committed to reduce our environmental impact in line with the Paris Agreement and to future-proof our business, our engagement with CSRD has deepened our understanding of factors critical to our success in both the short- and long-term, and where we need to improve our efforts.

In this first Sustainability Statement CSRD compliant, we have strived to meet all quantitative and qualitative disclosure requirements, guided by the European Sustainability Reporting Standards (ESRS) implementation guides. Throughout this report, we have sought to maintain a balance between regulatory compliance and meaningful disclosure, maintaining high transparency about our environmental and societal impacts.

We have completed our double materiality assessment (DMA) and, all material data points under the DMA and mandatory ESRS requirements are included, with some elements scheduled for phased-in reporting in 2025 and 2027. All data points in the Sustainability Statement are subject to limited assurance. Additionally, the report comprises information for communicating on progress to the UN Global Compact and underlines Cadeler's ongoing commitment to the principles on human and labour rights, environment and anticorruption.

Our approach to disclosing the requirements set forth by the CSRD adheres to the structure defined by the ESRS. We have adopted a systematic approach to addressing each disclosure requirement, ensuring clarity and ease navigation throughout our sustainability framework effectively.

Each section is designed to offer transparent insight into the integration of sustainability considerations within our organizational structure and decision-making processes. The sustainability statement encompasses key elements, including our governance framework, business strategy alignment, policies and targets, and the broader impact of our activities across the value chain.

In accordance with the general requirements outlined in ESRS 2, we provide comprehensive disclosures aligned with the ESRS topical standards covering Environmental, Social, and Governance (ESG) dimensions. Notably, the Environmental section also includes our EU Taxonomy reporting, detailing our taxonomy-eligible and aligned activities, alongside other environmental impacts and initiatives.

We wish you a happy reading as you dive into Cadeler's Sustainability journey.

Lola Caballero Laporta,  
Chief Sustainability & Performance Officer

# Cadeler's 2024 Sustainability Highlights



Growth

Reporting

Targets

Environmental

Environmental

Own Workforce

Governance



Sustainable Development Framework strengthened to cater for company growth and fleet expansion.



Double Materiality Assessment (DMA) completed and CSRD compliant sustainability report.



Scope 3 GHG emissions calculated, and vessel Life-Cycle Assessment (LCA) conducted.



Energy Efficiency dashboards rolled out onboard, with vessel efficiency training kicked-off.



LOI signed for e-methanol offtake, supporting future green fuels adoption.



Creation of the Chief Sustainability & Performance role under the CEO.



Human Rights Impact Assessment (HRIA) conducted, with actionable roadmap for strengthening human rights management.



**Contents – Sustainability Statements**

ESRS 2 - General Disclosures..... 45

Environment..... 66

ESRS E1 - Climate Change.....67

Taxonomy-aligned KPIs (EU Taxonomy)..... 84

ESRS E2 – Pollution.....92

ESRS E5 – Resource use and circular economy ..... 99

Social .....103

ESRS S1 - Own workforce.....104

ESRS S2 - Workers in the value chain..... 119

Governance..... 124

ESRS G1 - Business conduct ..... 125

ESRS 2 - Disclosure requirements and incorporation by reference.....130

ESRS 2 - Data points that derive from other EU legislation..... 135

Green Financial Report ..... 138



# General ESG Disclosures



## ESRS 2 - General Disclosures

### Basis for preparation

#### ESRS 2 BP-1 - General basis for preparation of sustainability statements Frameworks and data selection

Cadeler's sustainability statements for the period 1 January 2024 to 31 December 2024 has been prepared in accordance with the requirements of the EU's CSRD EU 2022/2464 and the ESRS EU 2023/2772. This section constitutes Cadeler's statutory reporting on corporate responsibility cf. section 99a and section 107d of the Danish Financial Statements Act.

The scope of consolidation for the sustainability reporting matches that used for financial reporting (see page 154). The double materiality assessment process described in ESRS 2 IRO-1 includes impacts, risks and opportunities (IROs) that extend to Cadeler's upstream and downstream value chain. Cadeler has exercised the transitional provisions under chapter 5, value chain, of ESRS 1 to omit value chain metric information except where the ESRS have specified reporting as necessary.

Cadeler allocates resources on an annual basis in accordance with planned sustainability related action plans. However, the available data is not granular enough to determine the exact CAPEX or OPEX allocated to specific action plans. As a result, there is no comprehensive overview of the total resources allocated, at this point in time, to any of the action plans related to the topical disclosure requirements in the CSRD framework. In addition, Cadeler has not yet calculated any anticipated financial effects of the impact, risks and opportunities across the topical standards.

No specific information in the statement is omitted due to member state regulation or to protect any of Cadeler's intellectual property, know-how or results of innovation.

This is Cadeler's first sustainability report covering a full financial year after the business combination with Eneti that took place in December 2023. For this reason, the 2024 results, when compared to prior years, may appear to differ drastically if taken out of this context. Cadeler only had two vessels operating throughout 2023 and had 5 vessels in operation by the end of 2024, causing an increase in many variables, such as emissions.

#### ESRS 2 BP-2 - Disclosures in relation to specific circumstances

Cadeler has relied heavily on the recommendations and guidance from EFRAG in the preparation of the sustainability statement, aligning these with existing frameworks for e.g. its risk management system. Thus, it defines the time horizons accordingly with its financial planning teams:

- (i) Short term is defined as less than one year
- (ii) Medium term as 1-2 years
- (iii) Long term as 2-5 years out

In past years, Cadeler produced annual reporting that was inspired by the Global Reporting Initiative (GRI) framework as well as the Sustainability Accounting Standards Board's (SASB) industry-specific reporting standards. The materiality assessments performed in developing past reports were considered as the starting point in Cadeler's materiality assessment for listing potential IROs.

Reporting methodologies are included at the end of each ESRS section within this report to describe the practices related to the quantitative datasets presented. In these descriptions, Cadeler will present information related to the metrics included within the relevant ESRS section. These methodologies disclose where data is subject to high levels of measurement uncertainty, the sources of such measurement uncertainty, and

# ESRS 2 - General Disclosures

Continued from previous page

whether assumptions, approximations or judgements have been applied. Moreover, for data (including value chain data) estimated using indirect sources, a description of the resulting level of accuracy and planned actions to improve accuracy in the future is included. The sustainability statements have been reviewed by the external assurance provider Ernst & Young (EY). No further external assurance has been applied.

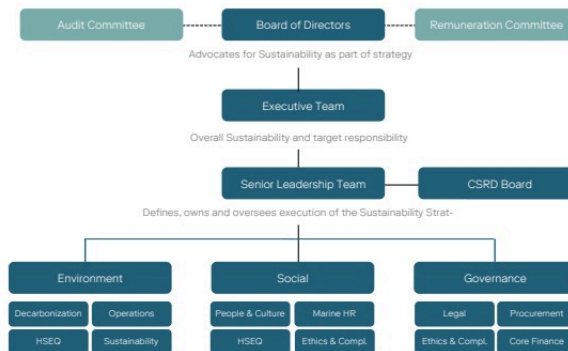
The performance metrics throughout the report are presented with comparative figures where possible, if metrics aligned with the ESRS requirements are available for prior periods. Explanations are provided in all relevant sections, and future reports will strive to provide more detailed and comprehensive comparisons.

## Governance

### ESRS 2 GOV-1 - The role of the administrative management and supervisory bodies

The Cadeler Group's Board of Directors consists of 7 non-executive members, of whom 5 (or 71.4%) are independent members and none are employee-elected. All members' CVs and merits are presented on pages 35-36, while the composition and diversity metrics for the Board are presented on page 33.

The chairperson of the Board is also chairperson of the Global Centre for Maritime Decarbonisation, strengthening the insight on climate issues within the Board of Directors. One member of the Board has extensive knowledge of procurement and experience that is valuable for topics such as potential impacts on workers and corporate governance aspects of the value chain. Another director has focused their career in recent years on the energy transition, and their experience strengthens the Board's collective knowledge of climate change and the risk and opportunities of decarbonisation.



Regarding other material issues, such as pollution, circularity and impacts on our own workforce, Cadeler has subject matter experts (SMEs) within its workforce that can be leveraged by the Board of Directors and executive leadership. External advice can also be sought whenever additional knowledge is required on any topic.

To ensure other ESG topics are managed in a way that keeps Cadeler up to industry standards and expectations, all core ESG topics are owned by a department with relevant competencies:

## ESRS 2 - General Disclosures

*Continued from previous page*

- The Sustainability and Performance department drives the Company's decarbonisation efforts and overall sustainability strategy.
- Cadeler's People and Culture department (onshore HR) and Marine HR department (offshore HR) are responsible for employment matters, including ensuring the company follows up-to-date labour standards, maintains a positive work environment and that personnel receive proper training to keep up with potential changes as a result of the transition to a sustainable economy.
- Cadeler has an Ethics and Compliance function that manages risks related to company governance, anti-bribery and corruption practices, human rights processes, etc. This function works in coordination with our Procurement department to push Cadeler's expectations for sustainability practices towards our supply chains and monitor supply chain risks due to issues such as human rights and corruption.
- The HSEQ department manages risks to workers in the workplace and ensures that our safety management system takes the proper precautions to protect the health and safety of our workforce.

The CEO has overall responsibility for important ESG issues and escalates matters to the Board of Directors as they have the ultimate responsibility. A review of climate-related issues is scheduled at least annually in coordination with the publication of the Annual Report. The Board uses this opportunity to reassess how sustainability is built into the Company's strategy and governance. Other important matters arising throughout the year are handled on an as-needed basis. Any items originating from Cadeler's employees are introduced to the Board of Directors via the CEO.

Cadeler's framework for corporate governance is intended to decrease business risk, maximise value and utilise our resources in an efficient, sustainable manner for the benefit of shareholders, employees and society at large. Further information on Cadeler's approach to corporate governance and business conduct is included in the Corporate Governance section of the Management Review, see pages 33-39.

The Board has delegated specific responsibilities for the management of material impacts, risks and opportunities (IROs) and has established clear goals for the Company in its Corporate Social Responsibility policy and Instructions to the Executive Leadership, both of which form part of Cadeler's corporate governance documentation. The Board is responsible for ensuring that Cadeler has sound internal controls and systems for risk management (including those in respect of corporate values, ethical guidelines and guidelines for corporate social responsibility) that are appropriate and in proportion to the nature and extent of the Company's activities.

To support the Board on matters related to sustainability, a broad level of expertise is directly represented in the executive and senior leadership levels through subject matters experts including our Chief Sustainability and Performance Officer, Chief People and Culture Officer and Chief Legal Officer.

The Board must, at a minimum, carry out an annual review of the Company's exposure to and control of risks, including CSRD topics. Additionally, the Board is responsible for establishing guidelines for the Company's reporting of information via the Annual Report, including sustainability reporting. The Board ensures this reporting reflects the Company's corporate social governance performance, strategy, policies and targets.

## ESRS 2 - General Disclosures

*Continued from previous page*

### **ESRS 2 GOV-2 - Information provided to and sustainability matters addressed by the undertaking's administrative, management and supervisory bodies**

The Board sets the overall direction for Cadeler's sustainability engagement through approval of major policies, targets, performance metrics, material IROs, and through its review and approval of the Annual Report. Management's proposal for the material IROs is presented in the first instance to the Audit Committee, and subsequently to the Board of Directors. In 2024, the Board of Directors considered all material IROs as part of its review of Cadeler's double materiality assessment.

Although Cadeler has established a process for informing management about material IROs, Cadeler is working on implementing a formal structure for the reporting of its due diligence on, and effectiveness of, sustainability-related IROs in line with the setup we have for other enterprise risk management matters.

### **ESRS 2 GOV-3 - Integration of sustainability-related performance into incentive schemes**

Sustainability-related considerations are not currently factored into either the incentives or remuneration of members of the Group's administrative, management or supervisory bodies. Cadeler's long-term incentive schemes are presented on page 170. For further information on Cadeler's remuneration, please see our annual remuneration report.

### **ESRS 2 GOV- 5 - Risk management & internal controls over sustainability reporting**

Cadeler has set up internal controls related to sustainability reporting aimed at reducing the risk of reporting misstatements or incomplete information. Accounting manuals have been created for datapoints required by the ESRS to establish processes for how data should be collected and recorded, thus also making such data easier to review.

Sustainability data undergoes at least two steps of review as someone other than the individual responsible for collecting the relevant data is required to review each datapoint before the publication of this report. Cadeler expects to start integrating sustainability reporting into the systems it uses with respect to its financial controls in 2025.

The Audit Committee monitors both our sustainability and financial reporting. Reviews of sustainability reporting occur on a quarterly basis, while reviews of our processes and resources committed to sustainability reporting are recurring as needed throughout the year.

Cadeler's Sustainability and Performance department has been assisted by external consultants in preparing the scope of the work, including a review of reporting streams and processes for capturing relevant data in line with the reporting requirements.

Cadeler has systems in place that rely on readings from sensors onboard our vessels. This type of data can be affected if tools and instruments used for data collection are not accurate. To mitigate this risk, our vessels follow maintenance plans to ensure issues are discovered and resolved in a timely manner. Human error can cause data gaps, incorrect input, or misinterpretation. Our mitigation method for these types of errors is to have a second review of output to improve our likelihood of catching potential errors.

Data collection is inherently affected by some level of uncertainty. Measurement precision is rarely exact, uncertainties exist for some variables that are difficult to measure and which require a proxy, while some datasets are based on sampling. These factors require assumptions to be made in order to either calibrate data or fill in data gaps. Examples include using financial spend-based estimates for certain categories of scope 3 emissions, application of proxies for data gaps (for example, office electricity consumption for January and February 2024 is based on consumption in other winter months



## ESRS 2 - General Disclosures

*Continued from previous page*

when a reading is not available). Where we use proxies, assumptions, conversion factors, etc., we aim to have multiple people involved in the decision-making process to ensure that the reasoning applied is backed by sound argumentation.

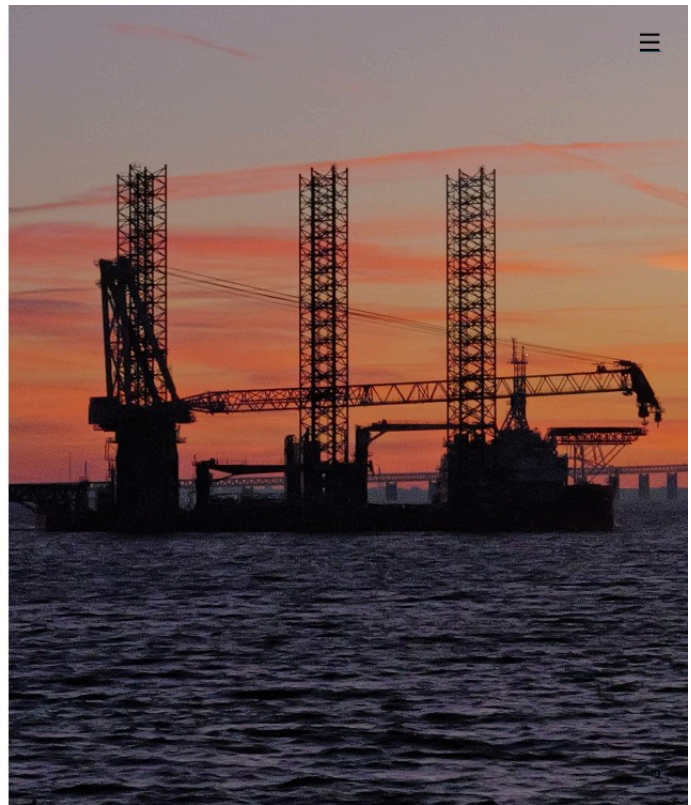
### **ESRS 2 SBM-1 - Strategy, business model and value chain**

#### *Business Model*

Cadeler's core business involves the safe, reliable and high-quality installation of offshore wind turbines using cutting-edge specialised Wind Turbine Installation Vessels (WTIVs). These vessels, which Cadeler builds, owns and operates, are designed to operate efficiently in challenging offshore environments, and we continually invest in new vessels with innovative technologies and processes to minimise emissions and environmental impact. We collaborate closely with developers, suppliers and other operators to ensure timely and safe project execution. Cadeler has offices in Denmark, the United Kingdom, Taiwan, Japan and the United States. Currently, the company has vessels operating off the coasts of Europe, Taiwan and the USA. For more information about the business model, please refer to the Business Review starting on page 7. Key figures on employee head count are presented on page 114 and total revenue for the financial year on page 159.

#### *Strategy: Our path towards a Sustainable Future*

The offshore wind industry is experiencing significant growth, with global installations projected to reach over 520 gigawatts (GW) by 2040. Despite geopolitical uncertainties around the world, Cadeler expects that the offshore market will continue to grow at a rapid pace. We are well positioned to support the expansion of the offshore renewables market, with a strategy built on delivering reliable, efficient and low-carbon services to the industry, enabling it to meet the growing global demand for renewable energy.



## ESRS 2 - General Disclosures

Continued from previous page

As an industry leader, Cadeler recognises the essential role its plays in the energy transition, as well as in the advancement of the entire industry's ecosystem towards alignment with the Paris Agreement and a more sustainable future. Cadeler's strategic focus is to embed sustainable practices and mindsets across every aspect of its operation, allowing the Company to create alliances under a common vision, as well as long-term value for the company's shareholders.

To achieve this priority, Cadeler designed a *Sustainable Development Framework*, committing to deliver leadership in matters of environment, health and safety, employment and corporate responsibility, both internally and across our value chain. Cadeler pursues long-term goals towards sustainable growth, prioritising decarbonisation, operational excellence and improving the circularity of its operations – all while ensuring the highest standards of ethics and compliance. These goals and ambitions apply to the entire business of Cadeler, focusing on offshore wind installation and maintenance services.

	Sustainability Mission	Targets	Deep dive
Environment	Efficient operations with fewer emissions for every wind turbine installed, promoting circularity of resources and protecting the ecosystems and communities where we operate	<b>2030:</b> <ul style="list-style-type: none"> <li>- Reduce company-wide scope 1 and 2 emission intensity by 50%</li> <li>- Source 100% of our electricity consumption from renewable sources</li> <li>- Reduce waste from own operations by 50%</li> </ul> <b>2035:</b> <ul style="list-style-type: none"> <li>- Deliver net-zero operations</li> <li>- Reduce Scope 3 emissions by 35%</li> </ul>	ESRS E1 ESRS E2 ESRS E5
Social	Maintain a safe, engaging, diverse, equitable and inclusive work environment on and offshore	<b>2025:</b> <ul style="list-style-type: none"> <li>- 30% women in leadership positions</li> </ul> <b>Ongoing priorities:</b> <ul style="list-style-type: none"> <li>- Aim for zero lost time incidents and zero recordable cases</li> <li>- Promote inclusivity in the workplace and zero tolerance for discrimination and harassment</li> <li>- Ensure fair labour practices and develop and promote respect for human rights</li> </ul>	ESRS S1 ESRS G1
Governance	Operate our business ethically and aim to implement practices that also hold our supply chain to the same standard	<b>2030:</b> <ul style="list-style-type: none"> <li>- Work towards having all Cadeler's key suppliers commit to our Supply Chain Sustainability Code of Conduct</li> </ul> <b>Ongoing priorities:</b> <ul style="list-style-type: none"> <li>- Promote sustainability across value chain</li> <li>- Perform supplier screening and due diligence for business ethics, human rights and environmental practices</li> </ul>	ESRS S2 ESRS G1

# ESRS 2 - General Disclosures

Continued from previous page

## Value Chain

Cadeler actively engages with its value chain partners to promote ethical conduct, sustainable practices across their products and services, and respect for human rights. Our value chain key activities are illustrated below and includes the construction of vessels, manufacture of vessel equipment, manufacture of project-specific equipment, energy and electricity (hydrocarbon fuels and some renewables), engineering services, provision of vessel consumables and stores, transportation of personnel and equipment, and port services.

### ESRS 2 SBM-2 - Interests and views of stakeholders

Stakeholder engagement in 2024 largely aligned with expectations as developed during engagement in past years, so the feedback generally reaffirmed that the key focal points of our sustainability strategy are on the correct priorities.

Key differences, as compared to previous years, include a greater focus on supply chain due diligence processes, especially on rights of workers in the value chain, and inclusion of microplastic pollution as a topic for management.

In general, stakeholder engagement is used to either reaffirm the direction of our sustainability strategy, or to highlight topics where our current strategy potentially deviates from stakeholder expectations. If any gaps are discovered between our status quo and what stakeholders expect, we aim to use stakeholder feedback to inform potential changes in strategy, including our policies, actions and targets.

Cadeler engaged with different stakeholders in a variety of ways. The use of multiple approaches highlights the diversity of stakeholders and reflects tailored methods to engage each group, ensuring the Company understands their environmental, social and governance (ESG) expectations and industry standards. Cadeler plans to engage stake-



## ESRS 2 - General Disclosures

Continued from previous page

holders on an annual basis, as a minimum, prior to completion of our materiality assessment. Also, in future iterations, Cadeler intends to hold active discussions around sustainability with more external stakeholders than it did ahead of the 2024 reporting cycle.

Administrative, management and supervisory bodies are informed about the views of stakeholders as part of the approval process for the materiality assessment. Throughout the year, when more material topics come up regarding stakeholder expectations, decisions related to changes in Cadeler's policies, actions and targets are escalated to Cadeler's executive leadership. For the reporting year 2024, no significant amendments were made to the business strategy nor reporting model following the stakeholder engagement.

### ESRS 2 SBM-3 - Material impacts, risks and opportunities and their interaction with strategy and business model

The IROs identified during the materiality assessment are described below and presented by topic, E1 Climate change, E2 Pollution, E3 Water and marine resources, E4 Biodiversity and ecosystems and E5 Resource use and circular economy. Cadeler's Sustainability and Performance department is responsible for both identifying material risks, including transition risks, and impacts as well as for suggesting plans for mitigating these risks and impacts.

Stakeholders	Engagement	Purpose
Customers & business partners	One-to-one meetings focused on ESG topics, client questionnaires, website reviews and audits.	Ensures alignment on ESG goals and understanding of client expectations.
Employees	Workshops involving representatives from various departments with a focus on internal ESG initiatives.	Ensures employee perspective, drives ESG initiatives and informs company sustainability practices.
Value chain workers	Indirect engagement through supplier and procurement activities. Staying up to date with guidance from organisations such as UN Global Compact.	To ensure ethical labour practices and sustainability in the supply chain.
Industry bodies & regulators	Engagement with working groups on regulated topics using industry group guidance for shaping ESG policies.	To stay informed on industry standards, share best-practices and contribute to sector-wide sustainability efforts.
Investors & Banks	Questionnaires, inclusion of ESG requirements in financing agreements and focus on standards such as SFDR and SASB that are broadly used in the financing sector.	To ensure alignment with investor expectations around sustainability and ESG reporting, ensure Cadeler complies with requirements for green financing instruments.
Suppliers	Collaboration with procurement departments, internal workshops and reviews of supplier websites for ESG practices.	To assess suppliers' ESG practices against international standards and ensure responsible sourcing and sustainability in the supply chain.

## ESRS 2 - General Disclosures

Continued from previous page

### E1 Climate change

**Climate change adaptation:** Climate change poses a range of risks to Cadeler and its supply chain. These risks include potential unavailability of critical products, delays in vessel or equipment delivery, and disruptions to port operations, all of which can impact project timelines and costs. Additionally, extreme weather events and changing climate conditions may lead to higher insurance premiums and greater operational challenges. These climate-related impacts can have significant consequences for both Cadeler and its stakeholders, affecting efficiency, financial performance and long-term sustainability. In 2023, Cadeler performed a risk assessment of the impact of climate change on its assets and key components of its supply chain, including ports and suppliers of key equipment for our operations. The assessment considered the representative concentration pathway scenario 8.5 (RCP 8.5), and the worst-case scenario as identified by the IPCC, but only considered impacts through to 2035, with the timespan based on Cadeler's visibility on its scope of operations.

**Climate change mitigation:** Cadeler currently has a material emissions of greenhouse gases as our vessels currently operate largely on marine gas oil, and various processes in our supply chain are high emission, such as the production of steel for shipbuilding. Climate change mitigation presents both challenges and opportunities for Cadeler. Risks include potential limitations on access to alternative fuels and the rising cost of carbon, which may increase operational expenses. New climate protection legislation could impose additional compliance costs or require significant adjustments to business practices. However, these changes also bring opportunities, such as incentives for advancements in renewable energy markets and potential cost reductions through the adoption of more sustainable technologies and practices. The evolving regulatory landscape and market dynamics will play a key role in shaping the Company's strategy and long-term sustainability.

**Energy:** Energy-related challenges and opportunities also play a key role for Cadeler. Improvements in energy efficiency can lead to cost reductions and potentially provide a competitive advantage in the market. However, the company may face limitations on using shore power if local grid infrastructure is not upgraded, which could result in continued reliance on onboard power generation and higher operational costs. These factors underscore the importance of both adopting sustainable energy solutions and ensuring the necessary infrastructure is in place to support them.

### E2 Pollution

**Microplastics:** Pollution, including the presence of microplastics in the environment, presents potential financial risks for Cadeler. Changes in EU packaging laws could lead to higher pricing of products or challenges to the availability of compliant materials, affecting both supply chain costs and product delivery. Additionally, ensuring that products meet flag state requirements may impose additional operational and compliance costs. These factors could result in fines, sanctions and reputational damage, as well as increased insurance premiums. Adapting to evolving regulations and mitigating pollution-related risks will be crucial to managing both financial and operational impacts.

**Pollution of air:** Air pollution regulations pose significant financial and operational risks for Cadeler as vessels face changing regulatory environments, due to their status as material emission sources. Non-compliance with Emission Control Areas (ECAs) or NOx limits could result in fines, sanctions and reputational damage. In response to increasingly stringent environmental regulations, there may be a mandatory requirement to install Selective Catalytic Reduction (SCR) systems on vessels like the O-class and Wind Scylla, which could lead to substantial capital expenditure for retrofitting. Additionally, extreme weather events linked to climate change could disrupt operations, delay projects and increase operational costs. The combination of stricter regulations and climate impacts

## ESRS 2 - General Disclosures

*Continued from previous page*

may also influence access to capital, as investors and lenders increasingly consider sustainability and environmental risks in their decision-making processes.

**Pollution of water:** Effective control of water pollution has potential to provide Cadeler with a competitive advantage, demonstrating environmental responsibility and compliance with regulations. However, any occurrence of negative events related to water pollution - such as spills or contamination - could significantly erode this advantage, damaging the company's reputation and public perception. Such incidents could also result in increased regulatory scrutiny, fines and additional operational costs, highlighting the importance of maintaining robust environmental practices to safeguard both the company's market position and public trust.

**Substances of concern:** The classification of certain substances as pollutants or substances of concern could pose a significant risk to Cadeler. If any business-critical consumables used in operations are added to such regulatory lists, it may result in increased costs of compliance or the need to change operational practices. This could require sourcing alternative materials or adjusting processes, potentially affecting supply chains, project timelines and overall cost structures. Proactively managing these risks is essential to maintaining operational efficiency and ensuring compliance with evolving environmental regulations.

### *E3 Water and marine resources*

**Water & Marine resources - Water discharges into the oceans:** Uncontrolled or unplanned water discharges into the ocean pose a significant risk to both the environment and Cadeler's reputation. Such discharges could negatively impact marine resources and local water quality, leading to regulatory fines, sanctions and potential damage to the brand. In addition to the environmental consequences, public perception of the

company could be affected, making it crucial to implement stringent control measures to prevent such incidents and ensure compliance with environmental standards.

### *E4 Biodiversity and ecosystems*

**Direct impact drivers of biodiversity loss:** Changes in land use, freshwater use and sea use pose evolving risks and opportunities for Cadeler. Restrictions on non-feed crop land for biofuel production may limit the availability of biofuels, potentially leading to pricing fluctuations in the market. Although Cadeler prefers the use of waste-produced oil as a more sustainable alternative, broader market dynamics could result in increased costs for fuels and materials. Additionally, with tightening environmental regulations, there may be a growing requirement for noise mitigation in certain projects, further increasing operational costs and complexity.

**Impacts on the state of species:** Concerns over species population size and the potential impacts on biodiversity could lead to cancellations of wind farm projects currently in the pipeline, particularly if development sites are found to be in critical habitats. Additionally, stricter environmental regulations could impose limitations on working schedules, particularly during sensitive breeding or migration periods for protected species, further delaying project timelines and increasing operational costs.

### *E5 Resource use and circular economy.*

**Resource inflows, including resource use:** The transition to a circular economy introduces both material impacts and risks across all business units in Cadeler, particularly in terms of resource inflows and resource use. The unavailability of critical materials could disrupt operations and lead to delays or increased costs. Additionally, the rising price of materials like steel, driven by upstream supply chain constraints or market volatility, could further increase operational expenses. These challenges underscore the importance of

## ESRS 2 - General Disclosures

*Continued from previous page*

securing sustainable supply chains and exploring alternative materials to mitigate risks associated with resource availability and pricing fluctuations.

**Resource outflows related to products and services:** In the context of a circular economy, resource outflows related to product and service disposal are becoming increasingly important. Stricter EU regulations on vessel decommissioning could result in higher costs due to stricter environmental and safety standards, requiring more complex or costly processes for disposal and recycling. Similarly, the introduction of more stringent requirements for other equipment could lead to increased operational expenses, as businesses may need to invest in more sustainable, compliant solutions. These regulatory changes underscore the need for forward-thinking strategies in equipment lifecycle management and waste reduction.

**Waste:** Effective waste management is crucial for Cadeler's operations as the company has a material outflow of waste from its operations. Improper waste disposal or non-compliance with evolving regulations could lead to fines and sanctions, as well as damage to the Company's reputation. Stricter requirements for waste handling and recycling may further complicate operations, increasing the cost as well as the complexity of compliance. The risk of non-compliance with these regulations highlights the need for robust practices and proactive management to avoid potential legal and financial penalties.

Cadeler works to meet the environmental legal requirements of the countries in which it operates. The Company aims to deliver effective monitoring of its impact on the environment, ensuring risks associated with operations are appropriately identified and managed. To sufficiently manage environmental impact, an organisation must consider all environmental issues relevant to its operations, such as air pollution, water pollution, sewage management, waste management, soil contamination, climate change mitigation and adaptation, and resource use and efficiency.

To control and improve environmental performance, Cadeler has a management manual, HSEQ policy and sustainable development policy in place. These documents outline corporate practices for working towards a sustainable future by maximising positive environmental impacts, minimising negative impacts, and holding ourselves accountable for any damage we may cause. Cadeler's ISO 14001:2015 certified environmental management system establishes the set of formal policies, processes and requirements implemented to minimise environmental impacts from our operations. It covers all Cadeler's vessels, operational sites, offices and activities.

Emissions for scope 1 and 2 activities are tracked and reported annually, and for the first time, emissions from all scope 3 activities are reported, capturing the upstream and downstream impacts related to our operations. To report on emissions, Cadeler looks to the GHG Protocol Corporate Standard as its guide. The Company uses the definition of operational control to set our organisational boundary, so Cadeler aims to account for emissions from all facilities and assets where it has authority to introduce and implement operating policies. In practice, this means that Cadeler considers all of its vessels, regardless of location or on-hire status, and offices within its organisational boundary.

Cadeler has equipment on board its vessels for tracking the consumption of fuel, lube oils and other substances that eventually result in the release of CO<sub>2</sub> and other gases into the atmosphere. Marine gas oil purchased is required to meet the sulphur emission caps in the North Sea and Baltic regions (0.1% concentration). Additionally, NO<sub>x</sub> emissions from the vessels may not exceed the upper limits set in MARPOL Annex VI.

Cadeler records and manages other impacts related to its offshore operations. The Company monitors consumption of F-gases used as refrigerants. Cadeler also has a water management plan in place, under which consumption of fresh water is tracked and any discharges of ballast water or grey water from the vessels are recorded. Another

## ESRS 2 - General Disclosures

*Continued from previous page*

core part of environmental management on board the vessels is the waste management plan. Cadeler records its total waste production and ensures segregation of waste onboard so that it can be properly managed when offloaded on the quayside. The vessels also have a shipboard marine pollution emergency plan outlining the practices intended to prevent spills into the ocean. The emergency plan is designed to ensure the crews know how to act if any incident should occur and that they have the necessary clean-up equipment available.

The operation of its vessels is the core source of Cadeler's environmental impact, but Cadeler also records impacts from the onshore segment of its business. Variables tracked include electricity and heat consumption for offices, fuel and electricity consumption for company cars, freshwater consumption, and emissions from flights for business travel.

Looking forward, Cadeler intends to continue taking voluntary steps to improve environmental performance, measure its environmental performance, and report transparently on the Company's impact. Cadeler has designated departments responsible for managing decarbonisation, sustainable development and environmental issues.

*Impact, risk and opportunity management*

### **ESRS 2 IRO-1 - Description of the process to identify and assess material impacts, risks and opportunities**

The process to identify material financial IROs related to sustainability topics was inspired by Cadeler's pre-existing method for assessing business risks, and the method for assessing impacts on sustainability topics was influenced by the existing framework for

assessing environmental risks and impacts. Cadeler however overhauled its process for the performance of a materiality assessment as compared to previous years to comply with the requirements of a double materiality assessment required by the CSRD. The process can be split into the following steps:

#### *1. Preparation*

Cadeler initially considered all potentially material ESRS topics including industry-specific topics from other standard frameworks such as SASB, and insights from existing material and analyses in previous years. The result was a long list of potentially material ESG topics that were used for the next step of the process.

#### *2. Understanding the business model and value chain*

In accordance with EFRAG's implementation guidance, a value chain mapping was prepared by the Sustainability and Performance department covering Cadeler's key business segments, activities, stakeholders, resources, customers, geographical areas alongside a mapping of all up- and downstream activities and its associated internal and external resources. The value chain was presented to internal subject matter experts, ensuring that no material factors were omitted.

#### *3. Identifying impacts, risks and opportunities*

Cadeler then carried out a series of internal and external consultations to explore, confirm and further determine IROs along the value chain across the ESRS topical standards on the most granular level available (either sub-topic, or sub-sub-topic) in accordance with the CSRD. The process was a collaborative effort aimed at understanding and assessing potential risks and opportunities for our business as well as Cadeler's impacts on both environment, society and business conduct (outside-in/inside-out).



## ESRS 2 - General Disclosures

*Continued from previous page*

### 4. Assessing impacts, risks and opportunities

In this step, Cadeler assessed the IROs for impact and financial materiality. Cadeler held workshops with internal subject matter experts to go through IROs on a line per line basis. IROs were first discussed and then ranked based on a defined set of criteria. IROs were ranked for impact materiality based on scope, scale, irremediability and likelihood, and they were ranked for financial materiality based on financial impact and likelihood. For IROs related to potential negative impacts on human rights, the severity (scale, scope and irreversibility) was weighted more heavily than likelihood in accordance with ESRS 1, section 3.45.

The result of the double materiality assessment was submitted to executive leadership for final review and approval and forwarded to Cadeler's auditors for their review against the relevant regulatory requirements.

### 5. CSRD preparation

Based on the results of the double materiality assessment, the material topics were mapped to the list of potential ESRS disclosure points. Cadeler identified its relevant disclosure requirements and performed a gap assessment, involving internal data owners, resulting in a final list of material disclosure requirements and datapoints. The triggered material disclosure requirements are presented in on pages 130-135.

Cadeler has not yet formally integrated the double materiality assessment into the overall business risk management processes. The results of the double materiality assessment have been communicated to persons responsible for overall business risk management, but Cadeler has yet to establish how these processes can be better tied together in future iterations.



# ESRS 2 - General Disclosures

Continued from previous page

## ESRS 2 SBM-3 - Material impacts, risks and opportunities and their interaction with strategy and business model.

Cadeler's process for the materiality assessment described above has resulted in a list of material IROs along the value chain. The overall result presented in the diagram indicates the distribution of material IROs aggregated per ESRS topical standard along with the nature of the materiality, in other words if the ESRS topical standards are impact, financial or double material (both impact and financial). The outcome of materiality assessment shows that E1, E5, S1, S2 and G1 are double material and E2 is impact material for Cadeler's 2024 CSRD report.

The material environmental impacts and risks directly interlink with our existing strategy and business model described in detail in ESRS 2 SBM-1 on page 49 and the overview of environmental risks described, starting on page 52.

All material IROs are presented in table form on the following pages, including a link to our strategy and business model, the time horizon, the nature of the IRO (actual/potential, negative/positive impact, risk or opportunity), and a mapping of where in our value chain they are identified (own operation, upstream or downstream).

This is the first year Cadeler reports our double materiality assessment. Hence, no changes on the outcome nor underlying IROs are made to prior periods. We have not identified any current or future financial effects for which there is a significant risk of material adjustment.

Outcome of double materiality assessment

Impact materiality	Double materiality
<ul style="list-style-type: none"> <li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">E2</span> Pollution</li> </ul>	<ul style="list-style-type: none"> <li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">E1</span> Climate change</li> <li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">E5</span> Resource use &amp; circular economy</li> <li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S1</span> Own workforce</li> <li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S2</span> Workers in the value chain</li> <li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">G1</span> Business Conduct</li> </ul>
Not material	Financial materiality
<ul style="list-style-type: none"> <li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">E3</span> Water &amp; Marine resources</li> <li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">E4</span> Biodiversity</li> <li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S3</span> Affected communities</li> <li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S4</span> Consumers &amp; end-users</li> </ul>	

# ESRS 2 - General Disclosures

Continued from previous page

E1 - Climate change	IRO	Value chain			Time horizon		
		Own operation	Upstream	Downstream	Short-term	Medium-term	Long-term
<b>Climate change</b>							
<b>GHG emissions from operation of our windfarm installation vessels, emissions from our supply chain:</b> Cadeler's vessels currently operate using marine gas oil as the main source of energy. Although the purpose of operating our vessels is to install and maintain offshore windfarms, the vessels require large amounts of energy to perform the task at hand. Cadeler aims to reduce its emissions of GHGs by focusing on improving energy efficiency, making operational changes, and using increasing amounts of renewable fuels and electricity to cover our energy consumption. These improvements take time, but Cadeler aims to reduce its impacts drastically over the coming decade and aims at achieving net-zero for its own operations by 2035.	Actual Negative impact	●	●		●	●	●
<b>Operations focused on enabling transition to renewable energies:</b> Cadeler is a pure play operation, solely focused on serving the offshore renewables industry. The result of our services can be measured in terms of MW installed or, indirectly, household-equivalent electricity consumption installed and serviced.	Actual Positive impact	●			●	●	●

E1 - Climate change	IRO	Value chain			Time horizon		
		Own operation	Upstream	Own operation	Short-term	Medium-term	Long-term
<b>Transition risks related to changing legislation and climate mitigation:</b> Increased political support for pushing climate mitigation could see further measures similar to the EU ETS implemented and having some financial impacts on companies. Conversely, reduced support for the buildout of renewables could see a slowdown in the market Cadeler serves.	Potential Risk	●				●	●
<b>Global transition to renewable energy sources:</b> Cadeler expects continued growth in the global offshore wind industry and therefore expects further opportunities for the growth of its business.	Potential Opportunity	●			●	●	●
<b>Energy</b>							
<b>Energy consumption of Cadeler and its supply chain:</b> Cadeler's vessels require energy to continue operations, this supply is currently largely based on fossil fuel sources. To reduce negative impacts from energy consumption, Cadeler aims to reduce consumption by implementing further energy efficiency initiatives and implementing changes that decarbonise the energy we do use.	Actual Negative impact	●	●		●	●	●

# ESRS 2 - General Disclosures

Continued from previous page

E2 - Pollution	IRO	Value chain			Time horizon		
		Own operation	Upstream	Downstream	Short-term	Medium-term	Long-term
<b>Pollution of air</b>							
<b>Vessel emissions and supply chain emissions leading pollutants:</b> Emissions of air pollutants are mostly related to the operation of our vessels. A key part of the strategy is to use shore power where available on future projects to reduce air pollutants in ports, near population centres.	Actual Negative impact	●	●		●	●	●
<b>Pollution of water</b>							
<b>Risk of spills to marine environment:</b> Offshore operations have an inherent risk of spilling fuel and other chemicals into the marine environment. Cadeler works to minimise this risk by practicing proper chemical management, practicing oil cleanup drills and ensuring proper processes for bunkering and storage of fuels and chemicals.	Potential Negative impact	●	●		●	●	●
<b>Vessel discharges such as greywater and ballast water:</b> Grey wastewater is generated by domestic activities such as using sinks and showers or doing laundry and dishwashing. Greywater can be contaminated with microplastics, micro-organisms, chemicals such as detergents and other materials. Ballast water is used in ship ballast tanks for stability. Ballast water can be a source of invasive species upon release but is treated on Cadeler's vessels with ballast water treatment systems that meet IMO requirements before being released back into the oceans.	Actual Negative impact	●			●	●	●

E2 - Pollution	IRO	Value chain			Time horizon		
		Own operation	Upstream	Downstream	Short-term	Medium-term	Long-term
<b>Microplastics</b>							
<b>Operational wastes as source of microplastics:</b> Use of single-use plastics across our operations and value chain contributes to the creation of microplastics after disposal. Paint coats on the vessels contribute to microplastic pollution in oceans as they break down over time, as does runoff from laundry services onboard the vessels. Cadeler is in the early phases of mapping its sources of microplastic pollution and aims to set improvements in place that begin to reduce our contribution to the global microplastic issue.	Actual Negative impact	●	●		●	●	●

# ESRS 2 - General Disclosures

Continued from previous page

E5 – Resource use and circular economy	IRO	Value chain			Time horizon	
		Own operation	Upstream	Downstream	Short-term	Medium-term
<b>Resource inflows, including resource use</b>						
<b>Resource use required for operations, building of vessels:</b> Examples include mining of iron ore required for production of steel that is used for building our vessels, cranes and project equipment. Cadeler aims to identify opportunities for reusing and using recycled materials where possible.	Actual Negative impact	●	●		●	●
<b>Potential resource constraints may pose pricing risk for key resources for our operations:</b> The key resources include steel, marine gas oil, biofuels, methanol and other potential fuels. Our operations are quite dependent on access to certain resources and energy sources. Variations in the market value of certain items have the potential to impact the business.	Potential Risk	●			●	●
<b>Waste</b>						
<b>Waste output from operations:</b> Operational and accommodation waste from our vessels. Waste from our office buildings. Cadeler monitors waste output and has set a target of reducing waste by 50% by 2030. We aim to achieve this goal by redirecting waste from landfilling to reuse and recycling wherever possible as well as by reducing our overall consumption.	Actual Negative impact	●	●	●	●	●

S1 – Own workforce	IRO	Value chain			Time horizon	
		Own operation	Upstream	Downstream	Short-term	Medium-term
<b>Working conditions</b>						
<b>Open lines of communication for social dialogue:</b> Cadeler has established many lines for its employees to voice their concerns and feedback on how we operate our business. Safety representatives are elected from among the workforce on O-class vessels. Safety coaches onboard S- and Z-class are appointed by the company. Quarterly meetings are set up with the COO and Head of HSEQ for seafarers to have a platform to share their voice. The company has established Speak Up! and well-being hotlines to further support employees.	Actual Positive impact	●			●	
<b>Freedom of association:</b> Cadeler views freedom of association as a right for its employees but does not track what percentage of its employees make use of this right. Additionally, via our supply chain code of conduct, we require that our suppliers also respect the right of their own workforce to freedom of association.	Actual Positive impact	●			●	
<b>Collective bargaining agreements:</b> Many of our seafarers are hired on collective bargaining agreements, ensuring Cadeler meets the requirements for labour conditions and wages set by the maritime authorities we operate under.	Actual Positive impact	●			●	

# ESRS 2 - General Disclosures

Continued from previous page

SI – Own workforce	IRO	Value chain			Time horizon		
		Own operation	Upstream	Downstream	Short-term	Medium-term	Long-term
<b>Work-life balance:</b> Cadeler views its offering of flexible working hours, number of vacation days, equal opportunities for parental leave regardless of gender, etc. as core to ensuring employee satisfaction.	Actual Positive impact	●			●		
<b>Health and safety:</b> Cadeler's vessels are industrial sites that are often located offshore. The offshore industry in general, due to harsh oceanic and weather conditions, the nature of the work and isolation from shore, poses an elevated risk to the health and safety of workers. Cadeler's safety management system in the core of everything we do, ensuring continuous improvement of health and safety risks at our worksites aiming at reducing risk as much as possible.	Potential Negative impact / Risk	●			●	●	●
<b>Equal treatment and opportunities for all</b>							
<b>Potential incidents of harassment:</b> Although not likely, Cadeler views any risk of harassment or discrimination as a serious risk for its brand and the trust our employees place in our business. Risk of incidents is not widespread, but would impact individuals significantly. To reduce the risk of incidents, we have policies in place that make our position known and ensure that employees know that Cadeler has no tolerance for harassment and discrimination and will do everything in its power to protect employees against such incidents.	Potential Risk	●			●	●	●

SI – Own workforce	IRO	Value chain			Time horizon		
		Own operation	Upstream	Downstream	Short-term	Medium-term	Long-term
<b>Gender Equality:</b> Equal opportunity and equal pay impact the professional and personal development of employees. Cadeler aims to improve our performance in this area to make sure this topic, which has the potential to cause negative impacts, has a positive impact on our workforce.	Potential Negative / Positive impact	●			●	●	●
<b>Diversity:</b> Cadeler is an equal opportunity employer and has seen the benefit of our position, as we have been able to attract a diverse workforce. We believe this is fundamental to offering a workplace where employees can thrive and find a sense of belonging. We believe our performance in this area affects the entire workforce, although potential for negative impacts would be felt most strongly by affected individuals.	Actual Positive impact/ Potential negative impact	●			●	●	●
<b>Other work-related rights</b>							
<b>Privacy:</b> Cadeler collects certain key information on its employees as part of required employment processes. As this is necessary, we also work to ensure our storage and management of this data is responsible and secure, aiming to reduce the risk of data leaks and exposure to cybercrime to the lowest extent possible.	Potential Negative impact	●			●	●	●

# ESRS 2 - General Disclosures

Continued from previous page

S2 – Workers in the value chain	IRO	Value chain			Time horizon		
		Own operation	Upstream	Downstream	Short-term	Medium-term	Long-term
<b>Working condition</b>							
<p><b>Potential for supply chain workers to not receive adequate wages:</b> Cadeler views adequate payment of workers as an important aspect of a sustainable business. Cadeler recognises the risk that some companies across any supply chain could potentially not live up to the expected standard. For this reason, supply chain due diligence and management is an important part of our growing business and is an area we work to mature year after year. This potential negative impact is considered systemic.</p>	Potential Negative impact		●		●		
<p><b>Potential for health and safety incidents in supply chain:</b> Cadeler sees the potential for safety incidents or injuries across our value chain. It is therefore viewed as an important part of our supplier onboarding process to check how our business partners manage safety. This potential negative impact considered systemic.</p>	Potential Negative impact		●		●		
<b>Equal treatment and opportunities for all</b>							
<p><b>Potential for gender inequality in supply chain:</b> Potential for systemic unequal pay for equal work, and unequal access to career development opportunities across supply chain.</p>	Potential Negative impact		●		●		

S2 – Workers in the value chain	IRO	Value chain			Time horizon		
		Own operation	Upstream	Downstream	Short-term	Medium-term	Long-term
<p><b>Training and skills development of supply chain workers:</b> Access to appropriate training has an impact on the career development of affected individuals. Ensuring access to training is viewed as a risk for Cadeler, as the quality of products and services is dependent on employee access to sufficient training.</p>	Actual Potential Risk		●		●		
<p><b>Potential for harassment cases in supply chain:</b> Systemic negative impacts on individuals potentially affected related to harassment cases. Cadeler aims to work with suppliers who have policies in place that align with our supply chain requirements.</p>	Potential Negative impact		●		●		
<p><b>Unequal treatment and access to equal opportunities in some parts of supply chain:</b> Potential for systemic unequal pay for equal work, and unequal access to career development opportunities across supply chain based on diversity characteristics other than gender.</p>	Potential Negative impact		●		●		
<b>Other work-related rights</b>							
<p><b>Potential for instances of child labour in supply chain:</b> Although unlikely, any incident in the supply chain or even extended supply chain has the potential to greatly impact the affected individuals. This potential negative impact is considered systemic.</p>	Potential Negative impact		●		●		

# ESRS 2 - General Disclosures

Continued from previous page

S2 – Workers in the value chain	IRO	Value chain			Time horizon	
		Own operation	Upstream	Downstream	Short-term	Medium-term
<p><b>Potential Incidents of forced labour in supply chain:</b> While unlikely, any potential incident is expected to have grave impacts on the affected individual and potential for negative impacts on Cadeler. We aim to reduce the systemic potential impact/risk of any impacts via due diligence of suppliers, performance of human rights impact assessments, and appropriate reporting mechanisms.</p>	Potential Negative impact/risk		●	●	●	●
<p><b>Protection of personal data:</b> Potential for personal data leaks, including data of people in our value chain has the potential to negatively affect individuals and has potential to affect Cadeler via EU GDPR. Cadeler aims to ensure personal data is only collected when necessary and erased when no longer needed. Additionally, Cadeler maintains its IT systems to ensure a high level of security. This potential negative impact/risk is considered widespread.</p>	Potential Negative impact / risk	●		●	●	●

G1 – Business Conduct	IRO	Value chain			Time horizon	
		Own operation	Upstream	Downstream	Short-term	Medium-term
<p><b>Corporate culture</b></p> <p><b>Corporate culture of company:</b> Our goal is to facilitate the transition to a world built on renewable energy, aiming to set a more sustainable course for people and planet. Cadeler aims to support this goal with corporate policies and culture aligned with our corporate values.</p>	Potential Positive impact	●			●	●
<p><b>Management of relationships with suppliers</b></p> <p><b>Management of relationships with suppliers including payment practices:</b> Cadeler's relationship to its suppliers has both short term and long term influence on the success of our business, as we rely on mutually beneficial partnerships with the suppliers of the products and supporting services necessary for delivering our operations. Cadeler aims to offer fair contracts and meet its payment terms, so businesses in our supply chains view their relationship with Cadeler as positive, and in turn, ensure that Cadeler has stable access to the products and services it needs.</p>	Actual Positive /negative risks	●	●	●	●	●



# ESRS 2 - General Disclosures

Continued from previous page

G1 - Business Conduct	IRO	Value chain			Time horizon		
		Own operation	Upstream	Downstream	Short-term	Medium-term	Long-term
<b>Corruption and bribery</b> <b>Prevention and detection, training of employees:</b> Training provided to employees on corruption, bribery and other business conduct issues has the potential to positively influence behaviour. Such training is vital for ensuring that employees understand how to operate ethically across all functions, locations and activities.	Actual Positive impact	●			●	●	●
<b>Potential Incidents:</b> Although Cadeler has systems in place for training employees in proper conduct, an incident would have the potential to negatively impact Cadeler's image. Cadeler continues to work on educating our employees about proper business conduct and maintaining a culture where there is no tolerance of incidents of bribery or corruption.	Potential Risk	●	●		●	●	●

### Non-material topical standards

No impacts, risks or opportunities were identified for either S3 or S4 due to the nature of Cadeler's business as being offshore and service oriented rather than product oriented. IROs were identified for both E3 and E4, but were not judged as material as part of the double materiality assessment. Cadeler considered its water withdrawals, water consumption, and water discharges. Water extraction and consumption were not material due to operation in areas that aren't normally facing water shortages along with the ability to convert seawater to fresh water on most of its vessels. Discharges were not considered material as Cadeler treats blackwater and ballast water onboard its vessels, and reports any potential pollution risks from the perspective of E2. For E4, Cadeler considered direct impact drivers of biodiversity loss, including how the company's contribution to climate change, seabed impacts, potential collisions with wildlife, ballast exchanges, and noise disturbances may affect biodiversity.

# Environment

---

# ESRS E1 - Climate Change

## Strategy

### E1-1 - Transition plan

As the offshore wind industry sharpens its focus on life cycle GHG emissions, demand for low-carbon solutions across the value chain is accelerating. We are committed to meeting this shift with innovative strategies and sustainable practices. Cadeler has a decarbonisation plan in place, but this does not fully cover the definition of a 'transition plan' as per all required characteristics set out in the EU CSRD regulation. Our current decarbonisation plan covers our full business, and we aim to start the process towards acquiring verification from Science Based Targets (SBTi) in 2025. However, SBTi has released specific estimations for the shipping industry indicating that a carbon intensity reduction between 51% and 61% is required to meet the IPCC 1.5-degree scenario. Cadeler has set an intensity reduction target of 50% by 2030. SBTi's shipping guidance also requires net-zero emissions by 2050 for alignment with the Paris Agreement. Cadeler's target is within this boundary.

Emissions for scope 1 and 2 activities have been tracked and reported annually. For the first time, Cadeler is also presenting its full scope 3 emissions, fully capturing the upstream and downstream impacts related to operations. To report on emissions, Cadeler uses the GHG Protocol Corporate Standard as a guide. The Company uses the definition of operational control to set its organisational boundary, so Cadeler aims to account for emissions from all facilities and assets where it has authority to introduce and implement operating policies as scope 1 emissions. Cadeler updates its list of potential emission sources on an annual basis. This process is managed by the Sustainability and Performance team, which is also responsible for developing methods to measure emissions from any newly identified emissions sources, ensuring that all these sources within our organisational boundary are included in emissions accounting.

### Establishment of the Sustainability and Performance Department

In 2023, Cadeler formally established a department within the technical organisation solely focused on the issues of decarbonisation and sustainable development. This function is sponsored by executive leadership and has been further prioritised with the elevation of the leader of the department into the Senior Leadership Team. The Chief Sustainability and Performance Officer has responsibility for both designing and executing the strategy and roadmaps for decarbonisation. This strategic decision was a consequence of the Company's acknowledgement of both the importance and complexity of meeting the challenges within these areas.

### Strategy for decarbonising our operations

We have designed our Decarbonisation Model, as we understand that being at the forefront of the industry's decarbonisation journey and delivering on our mid- and long-term climate action require a clearly defined approach.

Cadeler will continue to focus on reducing its emissions intensity and will intensify its decarbonisation efforts through three key levers: 1) optimising energy consumption 2) enabling direct electrification, and 3) adopting green fuels. The company's transition plan has been developed by the Sustainability and Performance team and approved by our executive leadership as part of Cadeler's business strategy.

### Optimising Energy Consumption

Cadeler's existing vessels operate on a baseline system reliant on marine gas oil for power generation. While full decarbonisation will require significant investment in optimising energy consumption, direct electrification, and/or the adoption of green fuels, we believe further decarbonisation is technically feasible. As such, we do not consider our vessel emissions to be locked in.

# ESRS E1 - Climate Change

*Continued from previous page*

Unlocking the potential for optimising energy consumption across the fleet remains a top priority for Cadeler in the short term. This involves continually investigating and implementing both operational and technological energy-efficient solutions for existing assets to further reduce carbon intensity.

Understanding energy consumption onboard our vessels is a critical focus area for improving efficiency. Since 2023, our O-class vessels have fuel monitoring systems installed, enabling the collection of real-time data. In 2024, we rolled out energy efficiency monitoring dashboards, providing us with awareness and advisory to drive actionable improvements. To maximize the potential of the vessel efficiencies and support focusing on optimising our operations, specific energy-efficiency training for crews in conjunction with our onshore colleagues was also initiated in 2024. Additionally, we have placed a strong emphasis on delivering newbuild assets with significantly higher levels of efficiency by design. Together, these initiatives form the foundation of Cadeler's transition to a future low-carbon fleet.

### *Enabling direct electrification*

Due to the nature of Cadeler's cycle-based operations, electrifying our vessels through shore-power connections while loading and unloading at port will be an essential driver of emission reductions. This solution, which will be enabled both onboard the O-class vessels and our newbuilds, is estimated to result in an up to 15% reduction in annual emissions. In 2024, Cadeler prepared Wind Osprey to commence shore-power vessel upgrades in 2025.

Benefiting from renewable power sources while at berth, however, requires the port and grid infrastructure to be developed and enabled to provide reliable and green power to the vessel. For this, Cadeler's has a continuous focus on working closely together with its

major service ports and customers, as well as supporting and promoting the readiness for adoption of green electricity.

### *Adopting green fuels*

Transitioning to the use of green fuels in our vessels will be essential for Cadeler's decarbonisation journey, as they offer a unique pathway towards our net-zero commitments, providing up to 95% GHG emission reductions. In 2024, Cadeler prepared its operations, vessels and crews to start blending certified biofuels and renewable diesel in our current O-class vessels, as these provide a readily available solution towards reducing emissions related to engine combustion, replacing fossil fuels. This feasibility has been successfully demonstrated by biofuel testing completed in early 2025.

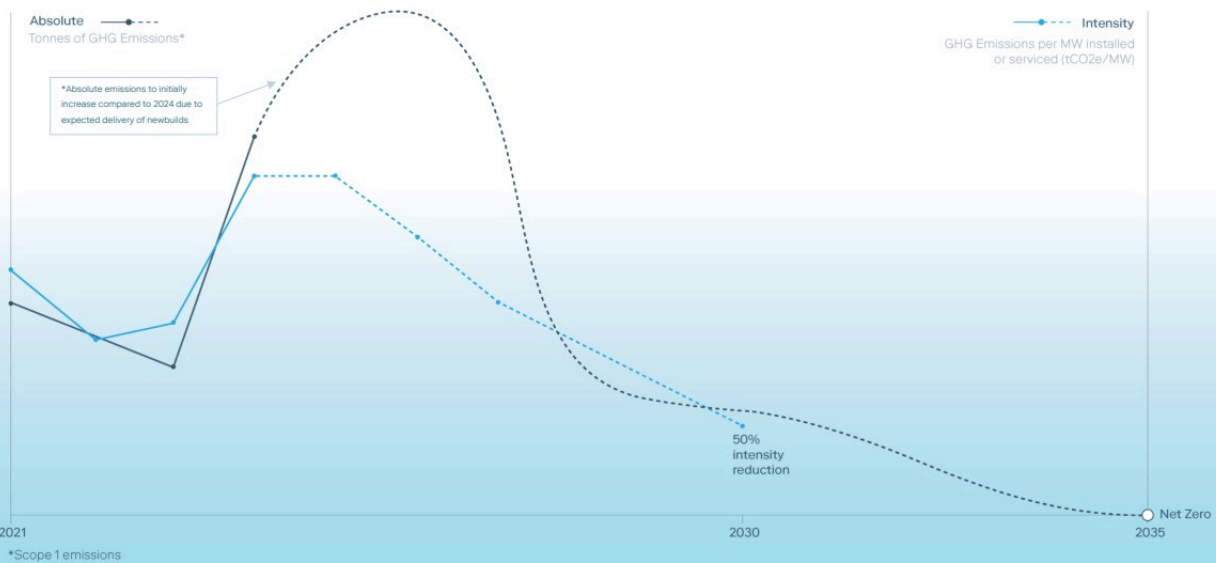
Another major focus of Cadeler, however, is on building a fleet of vessels capable of running on alternative fuels in the future. With the ordering of six newbuilds, work has continued throughout 2024 to prepare these vessels and ensure they are ready for conversion to run on these fuels. In 2023, green methanol was identified as the optimal and earliest available option following the increased demand for this fuel in the shipping sector, which encouraged the entire supply infrastructure to be developed within the coming years. In 2024, we signed the first Letter of Intent (LOI) for the future provision of green methanol, and we will continue investigating the alternatives in the market in 2025.

### *Our Decarbonisation Model to meet Cadeler's 2030 and 2035 climate targets (see next page for graphic)*

Cadeler views the reduction of emissions at source as a more effective and responsible strategy than reliance on carbon offsetting to achieve the reduction of its carbon footprint. Cadeler does not envision a linear decrease in emissions but believes that decarbonisation will be a transition process with continuous improvements and upgrades until 2035 and beyond based on technical readiness and the Company's growth projections.

# Cadeler Decarbonization Pathway

- 1. Optimising Energy Consumption
- 2. Adopting Green Fuels
- 3. Enabling Electrification
- 3 Key Decarbonization Levers



# ESRS E1 - Climate Change

Continued from previous page

**ESRS 2 SBM-3 – Material impacts, risks and opportunities and their interaction with strategy and business model(s)**

Cadeler's operations are largely focused on marine transportation and installation. While our main assets are vessels, and therefore not stationary, they are exposed to offshore weather conditions that can be harsh and require appropriate safety precautions and engineering.

Cadeler sees some potential for varying levels of operational weather downtime with respect to its own operations as a slight risk due to changing wind and precipitation patterns. We also recognise some elevated risks across our supply chains where fixed assets and providers, such as ports and shipyards, are exposed to climate-related risks, including extreme precipitation events, flooding, droughts, storms, changing wind patterns and heat waves that have a potential to periodically interrupt operations or in some cases damage infrastructure that Cadeler may rely on to perform its vessel operations or for the delivery of core operational equipment and provisions.

Cadeler has considered physical climate hazards as defined by the EU Taxonomy requirements for a climate risk assessment. For the assessment, we considered our own vessel operations, including all known future wind farm locations at the time of the assessment, all known ports that would be used to complete these projects, and potential impacts on our core suppliers such as shipyards and a shortlist of critical equipment providers.

Cadeler used a third party climate analytics platform to assess physical risks that may be faced by Cadeler and its supply chain. Using the information produced by this tool, Cadeler performed an internal assessment of its exposure to the identified risks. Cadeler used a tool that could assess the 28 climate-related hazards defined by the EU Taxonomy. The resilience analysis was conducted in December 2023, and the report was sent

to various stakeholders in the company in January 2024. The first step in our process was to assess exposure to risks arising from our operations and supply chain setup. To achieve this, we mapped our operations and supply chain to identify potential climate hazards. These hazards were then analysed using the Climate Analytics Platform to evaluate risk exposure at installation sites, ports and key supplier locations. The tool leveraged the latest scientific data from IPCC models, offering global coverage with a high resolution of 11x11 km.

Cadeler focused on impacts through to 2035 under the RCP 8.5 scenario. This scenario was chosen for our initial climate risk assessment to identify all potential impacts on the company because the 8.5 model provides the most visible representation of risks. This approach allowed us to determine whether climate impacts could pose a potential risk to our business. In future iterations, Cadeler plans to adopt a more nuanced approach, incorporating multiple RCP scenarios to further examine the likelihood and severity of the identified risks.

Post assessment, Cadeler sees a rather low vulnerability in its own operations due to climate-related impacts. The main risk is likely to be changing weather conditions that affect the weather downtime of our vessels. Cadeler did recognise medium and high levels of vulnerability in some parts of our supply chain; for example, at ports due to potential flooding and high wind incidents that could cause longer periods of inaccessibility due to the potential for damaged infrastructure. Additionally, we saw some elevated risk for impacts when it comes to on-time delivery of vessels and larger items of equipment, as many of the facilities that produce these products are located in riverine and coastal areas in typhoon-impacted regions, so an elevated potential for damage to supplier facilities due to high winds, heavy precipitation and flooding was seen in the climate risk model. Cadeler's means of mitigating this vulnerability may be to ensure sufficient contingency time when ordering any key equipment from areas with an elevated climate risk.

# ESRS E1 - Climate Change

*Continued from previous page*

Cadeler's business model is heavily reliant on vessel operations, so we have assets that do not operate in fixed locations. This means that our key assets can be moved if damaging climatic conditions are forecasted. We view our business as having a fairly low vulnerability to asset damage for this reason. However, there is a vulnerability to increased operational downtime due to changing weather conditions. Cadeler aims to ensure that its contractual agreements are effective in minimising exposure to potential changes in climatic conditions.

Nevertheless, the supply chains, with factories and production sites in fixed locations, may have higher exposure to the risk of damaged facilities due to climate change. One solution to mitigate this vulnerability may be to ensure sufficient contingency time when ordering key equipment from areas with an elevated climate risk and to ensure that we maintain a stock of critical spare parts.

*Impact, risk and opportunity management*

## **ESRS 2 IRO-1 – Description of the processes to identify and assess material climate-related impacts, risks and opportunities**

As part of its environmental management system, Cadeler requires the performance of an environmental risk and impact assessment to be performed on an annual basis. The scope of the assessment is limited to Cadeler's installation and maintenance operations, but also considers value chain impacts directly tied to these phases.

Cadeler conducted environmental risk and impact assessments for its wind turbine installation and foundation installation operations in December 2023. Additionally, Cadeler performed another assessment in June 2024 in coordination with a work scope that

included new aspects the company had not previously managed. The intention is to perform such an assessment at least annually, with the result from the previous year used as the starting point. Additional assessments are also performed any time Cadeler takes on a project with a new scope of work, i.e. installation works for upcoming foundation installation projects.

The assessments have taken place in the form of a brainstorming workshop where persons from various relevant departments are invited to participate and share their perspective on our operational risks and impacts. These intends to cover all environmental aspects, including those related to the ESRS topics of climate change, pollution, water resources, biodiversity and resources/circular economy. The results of these recurring environmental risk and impact assessments, in turn, feed into the double materiality assessment as a starting point for identification of topics for consideration.

The assessment did not, however, consider the build or the decommissioning phases of our vessels, but Cadeler has engaged a third-party expert for performance of a lifecycle assessment (LCA) on all our vessel classes to better understand the environmental impacts and risks related to the building and decommissioning phases of our vessels. The LCA was completed after the finalisation of Cadeler's double materiality assessment, and the findings did not require retrospective adjustment of the DMA with respect to impacts, risks and opportunities.

# ESRS E1 - Climate Change

*Continued from previous page*

Separately, via a climate risk assessment, Cadeler identified various physical risks to our its operations and to its upstream supply chains during the workshop in June 2024. These risks are already present in the short term but will potentially increase in likelihood over the medium to long term due to climate change. The outcome of the climate risk assessment were shared with Cadeler's senior management, so that the risks identified could be considered in the company's planning. If any climate-related assumptions are made in the financial statements, they have been informed by this process. Cadeler intends to repeat this risk assessment on a recurring basis, updating to reflect any future changes to the Company.

Cadeler's Sustainability and Performance department has responsibility for identifying and managing climate risks, as well as informing other relevant stakeholders of risks that require action. In addition, Cadeler undergoes an annual double materiality assessment and has performed a climate risk assessment for physical impacts. These additional processes are intended to ensure our strategy remains focused on the more material risks and opportunities for Cadeler.

In the policy arena, Cadeler vessels will be incorporated into the EU Emission Trading Scheme (ETS) starting in 2027 for operations within the EU. This change will subject the company to increased costs associated with greenhouse gas (GHG) emissions. We are also monitoring potential developments that could expand GHG pricing, including a prospective UK ETS scheme. Additionally, Cadeler is subject to several regulations aimed at enhancing corporate reporting on environmental, social and governance (ESG) issues. These include the EU Monitoring, Reporting and Verification (MRV) regulation for vessel fuel reporting and the EU Corporate Sustainability Reporting Directive (CSRD), which requires more comprehensive accounting and verification of ESG performance. Meeting these additional reporting requirements necessitates increased resources at Cadeler, both in terms of personnel and financial investment.

Cadeler also views several technology and reputational events as necessary aspects to consider in our business strategy. Cadeler aims to decarbonise its operations and has recognised the cost of transition to a lower emissions technology in its business planning. Additionally, Cadeler has already perceived increased stakeholder concern and interest in our decarbonisation plans, and we expect this interest to grow further, so we understand that ensuring decarbonisation must be a business priority for continued success. In the medium and long term, we see a certain potential for the cost of resources, such as steel and fuels, to change.

Cadeler has screened its assets and business activities for exposure to transition events using several methods. Cadeler has:

- Performed a materiality assessment for the production of a CSRD-compliant report
- Updated its environmental risk and impact assessment
- Performed a climate risk assessment
- Put processes in place for keeping up with changing regulatory and stakeholder requirements. These processes include the use of vessel management systems for compliance with relevant regulations, the use of external advice, and an internal working group that focuses on keeping abreast of new regulations

Cadeler's general business strategy aims at compatibility with a climate-neutral economy. Our operations are focused on supporting the buildout of renewable offshore wind energy. We recognise the current dependence on fossil sources to operate our installation vessels and acknowledge that significant efforts towards decarbonisation are required to fully align our vessel operations with a climate-neutral economy. For this reason, Cadeler has committed to enact a significant decarbonisation of its vessel operations as a core part of our sustainability strategy and overall business strategy.



# ESRS E1 - Climate Change

Continued from previous page

## E1-2 - Policies related to climate change mitigation and adaptation

As a key supplier in the offshore wind industry, Cadeler is facilitating the world's transition to a more sustainable planet built on renewable energy. We recognise that our methods are just as important as our end goal, and we commit to continuously improving our environmental performance and working towards a sustainable future in everything we do.

Cadeler is committed to working towards alignment with the UN Sustainable Development Goals (SDG) and meeting the needs of the present without compromising the needs of the future. Cadeler maintains an environmental management system in accordance with ISO 14001:2015 with a focus on continuous environmental improvements. This includes reducing the carbon intensity of our operations, improving the energy efficiency of our assets, minimising the use of resources and working towards a circular economy.

The policy regarding climate change applies to all offshore and onshore employees and other individuals contracted to work for Cadeler. We also encourage all those we do business with to adhere to similar standards. The policy is publicly available on our website and posted on Cadeler's intranet for employees. The policy is approved by the management, while our Sustainability and Performance department has been assigned to ensure that the policy is fully implemented in the business.

## E1-3 - Actions and resources in relation to climate change policies

As outlined, Cadeler vessels will be incorporated into the EU Emission Trading Scheme (ETS) starting in 2027 for operations within the EU. This change will subject the company to increased costs associated with greenhouse gas (GHG) emissions. Additionally, we are aware of potential developments that may expand GHG pricing to other operations, including the anticipated UK ETS scheme. In response, Cadeler is committed to continuously adopting lower-emission solutions across our fleet, allocating CAPEX and OPEX on

an annual basis to support the implementation of the action plans. Below is an overview of the actions taken and planned for each vessel class.

### *P-class vessels, Wind Pace and Wind Peak*

Cadeler previously announced plans to build two new wind farm installation vessels. The Company confirms its intention to deliver vessels that are more eco-friendly than Wind Orca and Wind Osprey. A decade of innovative solutions since the delivery of the O-class vessels will enable us to implement energy efficiency and emission reduction technologies. Improvements to the design include shore power connections (expected to reduce fuel consumption by up to 15%), fuel-efficient engines and optimised engine sizing. Other refinements include an onboard power-saving system, which includes batteries covering >10% of the energy required for crane operations and ~10% of the energy required for dynamic positioning and manoeuvring, regeneration of power from the jacking system and variable frequency drives. Cadeler intends to move towards alternative fuels when the right technologies are commercially available and has already invested resources in ensuring the newbuild vessels can undergo a conversion to alternative fuels in the future. The Company has built readiness for conversion to alternative fuels into the design of the P-class newbuild vessels.

### *A-class vessels, Wind Ace and Wind Ally*

In 2022, Cadeler announced the further expansion of its fleet to include two jack-up foundation installation vessels designed with a hybrid purpose, allowing the vessels to convert from being foundation installation units to WTIVs within a short period of time. Both A-class vessels will be equipped with the same green design elements as the P-class. Cadeler intends to move towards alternative fuels when the right technologies are commercially available and has already invested resources in ensuring the newbuild vessels can undergo a conversion to alternative fuels in the future. The Company has built readiness for conversion to alternative fuels into the design of the A-class vessels.

# ESRS E1 - Climate Change

*Continued from previous page*

## *M-Class newbuilds, Wind Maker and Wind Mover*

Cadeler took over management of the newbuilding processes for the M-class vessels at the end of 2023. The vessels are expected to be equipped with shore power connections, a closed ring/bus system for improved power management and improved efficiency, staggered-sized diesel generators (allowing for running of engines at more optimal loads for fuel to energy efficiency), a battery energy storage system with regeneration from the jacking system, and implementation of LED-type lighting. Cadeler will continue to evaluate and expects to be able to provide more details estimating the improved CO2e emission performance of these vessels in the future.

## *O-class, Wind Orca and Wind Osprey*

The Company previously announced its intention to invest in improved fuel tracking systems for our O-class vessels. The fuel monitoring systems were installed in the first half of 2023, and we are now working on our processes for using the data as a tool in our decarbonisation journey. Installation of these systems is expected to be an improvement that will enable the vessels to track fuel consumption more accurately, identify operational areas for improvements and set best-practice standards for engine efficiency. In last year's report, Cadeler also announced its intention to install shore power connections on the O-class vessels. Implementation of shore power on the vessels is in the planning process, and the installation is expected to progress during Q1 2025.

## *Wind Scylla and Wind Zaratan*

Cadeler took on management of these vessels at the end of 2023, and in future reporting we will also include statements on initiatives taken to reduce CO2e emissions and other environmental impacts from these vessels.

## *Metrics & Targets*

### **E1-4 - Targets related to climate change mitigation and adaptation**

The offshore wind industry plays a vital role in shaping a more sustainable future. As an industry leader in the transport and installation of offshore wind farms, we understand the critical role that our operations play in enabling the global transition to renewable energy, and we are committed to playing our part in addressing climate change and our broader sustainability footprint by mitigating the impacts of operations on our planet and communities.

Guided by its commitment to environmental protection, in 2021 Cadeler set the most ambitious climate targets in the industry. These targets reflect our commitment and efforts to lead by example and make tangible progress towards a low-carbon economy, preserving the health of our planet for future generations. This approach comes both with opportunities as well as challenges for Cadeler, and for that we have defined a strategy to support its journey.

In 2023, Cadeler formally established a department within the organisation solely focused on the issues of decarbonisation and sustainable development. Cadeler manages its climate-related targets via its Sustainability and Performance Department.

Sponsored by executive leadership and with representation on the Senior Leadership Team since December 2024, this function has responsibility for designing the strategy and roadmaps for decarbonisation, as well as their implementation. This strategic decision was a consequence of the Company's acknowledgement of both the importance and complexity of meeting the challenges within these areas. Following the department's work, Cadeler has four key targets related to reducing our carbon footprint.

# ESRS E1 - Climate Change

Continued from previous page

## Key Targets:

- **Renewable electricity commitment:** Cadeler commits to sourcing 100% of its electricity consumption from renewable sources by 2030. This target currently covers our electricity consumption from our offices but is also intended to cover electricity powering vessels when we begin using shore power in the future (scope 2 emissions).
- **Emissions reduction target:** Cadeler is working to reduce the carbon intensity of its operations by 50% by 2030, ensuring its contribution is in line with the International Maritime Organisation (IMO) goals.
- **Net-zero greenhouse gas emissions target:** Cadeler aims to achieve net-zero emissions from its own operations by 2035. Achieving this goal requires emission reductions across the fleet, innovations in operations, and research into reliable solutions for sequestering the greenhouse gases that the Company cannot avoid emitting.
- **Scope 3 emissions reduction target:** By 2035, reduce scope 3 emissions by 35%

As an extension of these key targets, Cadeler has identified improvements to ensure that its decarbonisation and sustainability targets support the goals of its transition plan:

- Third-party verification of scope 1, 2, and 3 emissions reporting.
- Verification of emission targets with the Science Based Targets initiative (SBTi), including clearer quantification of the exact emission reductions that can be achieved by specific decarbonisation levers.
- Third-party verification of the KPIs used to track progress.

- Ensuring actions and financial planning to reach targets are time-bound.

Cadeler views every megawatt (MW) of wind power installed or repaired as a service that provides societal benefit. The Company's aim is to maximise its positive impact while mitigating the negative impact of greenhouse gas emissions from operations. To achieve this, Cadeler strives to maximise the utilisation of its vessels for projects supporting the energy transition, reduce emissions from operations by improving the technical systems of existing and future vessels, enhance operational practices, and ensure its vessels remain capable of meeting the evolving requirements of the offshore wind market.

In line with the Company-wide net-zero goal, Cadeler will aim to reduce scope 1 CO<sub>2</sub>e emissions intensity from a 2021 baseline. Cadeler's emissions intensity target is to reduce emissions from its own operations (scope 1) by 50% before 2030, and to reach net-zero by 2035, which requires direct emissions to be reduced as far as possible. Note that Cadeler has not yet implemented the use of carbon credits, GHG removals, or GHG storage in its decarbonisation strategy. Cadeler has also not yet set an internal price on carbon. These topics will not be reported on any further this year. Cadeler has not yet fully assessed the value of these options in its decarbonisation strategy, but in the coming year or two, aims to evaluate whether they are effective supporting mechanisms in reaching its net zero target.

Cadeler introduced two metrics to track the emissions intensity of its operations: emissions per MW installed or serviced, and emissions per revenue. These metrics, reported annually, include all scope 1 emissions.

# ESRS E1 - Climate Change

Continued from previous page

**KPI 1: GHG Emissions per MW Installed or serviced (tCO2e/MW):** Scope 1 CO2e emissions are measured against annual installation of wind turbine generators, foundations and maintenance of offshore wind power capacity. The core purpose of Cadeler is to support the transition to a renewables-based energy grid. Therefore, we believe it is important to evaluate vessel performance based on the efficiency of supporting turbine installation and maintenance. This evaluation considers how much carbon the vessel emits (negative impact) per MW of offshore wind power installed or serviced (positive impact).

**KPI 2: GHG emissions per EUR revenue (tCO2e/Million EUR):** Scope 1 CO2e emissions versus annual revenue was incorporated as a key metric for Cadeler in 2023. This KPI reflects our commitment to drive decarbonisation strategies that align with the Company's growth objectives, driving innovation and efficiency across our operations. Measuring and managing our environmental footprint in a transparent manner that integrates sustainability with our business success is our way to show accountability.

Cadeler has not yet verified its targets with a credible authority, such as the Science Based Targets initiative (SBTi), and therefore cannot claim that its targets are fully compatible with the Paris Agreement's goal of limiting global warming to 1.5 degrees Celsius. However, Cadeler understands that the Paris Agreement requires urgent decarbonisation, with global emissions needing to decrease by 43% from 2019 levels by 2030 and reach net-zero by 2050. SBTi has released guidance for the shipping sector that are aimed at cargo and passenger shipping, enabling intensity targets based on IMO's CII framework. Unfortunately, this update was not readily compatible with our segment of shipping, so it is still required to set absolute emission targets for verification by SBTi. As a rapidly growing business, Cadeler has not yet set absolute targets because the addition of new vessels will increase the overall footprint through 2026. The company aims to establish absolute targets as soon as possible. SBTi guidance estimates that a carbon

intensity reduction of 51% to 61% is required to meet the IPCC 1.5-degree scenarios. Cadeler has set a carbon intensity reduction target of 50% by 2030.

Although climate targets have been defined, these will serve only as a starting point. This is because, firstly, when implementing climate mitigation measures, it is crucial to assess the actual emission reductions achieved compared to the expected reductions from each decarbonisation initiative we have implemented or planned. Secondly, technological advancements will enable us to adopt solutions and set targets that are currently beyond our ability to define.

## E1-5 - Energy consumption and mix

Cadeler tracks the energy consumption from the operation of its vessels, offices and other equipment that contribute to our Scope 1 and Scope 2 emissions. The data presented below does not include energy consumed across our supply chain.

Energy intensity per net revenue *	2024	2023 <sup>1</sup>	% change
Total energy consumption from activities in high climate impact sectors per net revenue from activities in high climate impact sectors (MWh/mEUR)	353.1	314.9	12.1%

1. Note that limited assurance does not extend to data from years prior to 2024. \* See page 159 in the financial statements for net revenue used to calculate the energy intensity ratio.

# ESRS E1 – Climate Change

Continued from previous page

Energy consumption and mix	2024
1. Fuel consumption from coal and coal products (MWh)	-
2. Fuel consumption from crude oil and petroleum products (MWh)	87,011
3. Fuel consumption from natural gas (MWh)	-
4. Fuel consumption from other fossil sources (MWh)	-
5. Consumption of purchased or acquired electricity, heat, steam, and cooling from fossil sources (MWh)	567
<b>6. Total fossil energy consumption (MWh) (calculated as the sum of lines 1 to 5)</b>	<b>87,578</b>
Share of fossil sources in total energy consumption (%)	99.7%
<b>7. Consumption from nuclear sources (MWh)</b>	<b>60</b>
Share of consumption from nuclear sources in total energy consumption (%)	0.1%
8. Fuel consumption for renewable sources, including biomass (also comprising industrial and municipal waste of biologic origin, biogas, renewable hydrogen, etc.) (MWh)	-
9. Consumption of purchased or acquired electricity, heat, steam, and cooling from renewable sources (MWh)	183
10. The consumption of self-generated non-fuel renewable energy (MWh)	-
<b>11. Total renewable energy consumption (MWh) (calculated as the sum of lines 8 to 10)</b>	<b>183</b>
Share of renewable sources in total energy consumption (%)	0.2%
<b>Total energy consumption (MWh) (calculated as the sum of lines 6, 7 and 11)</b>	<b>87,821</b>

In 2024, Cadeler signed an agreement with Vindstød to deliver electricity from wind power to the head office in Copenhagen. Cadeler aims to procure 100% of its electricity from renewable sources by 2030. This guarantee of origin for the electricity delivered to our head office in Copenhagen was the first step towards achieving this target. Cadeler strives to connect more of its office with renewable power agreements, as opportunities to renegotiate energy contracts arise.

Electricity consumption <sup>2</sup>	2024	2023 <sup>1</sup>	% change
Total consumption of purchased or acquired electricity (MWh)	411	186	121%
Total consumption of purchased or acquired electricity using contractual mechanisms to ensure renewable sources (MWh)	160	-	-
Electricity from renewable sources (%)	39%	0%	-

1. Note that limited assurance does not extend to data from years prior to 2024.

2. Note that this table, electricity consumption, is not a specific requirement of CSRD, but is included to show Cadeler's progress against its target to procure 100% of its electricity from renewable sources by 2030.

# ESRS E1 – Climate Change

Continued from previous page

E1-6 - Gross Scopes 1, 2, 3 and Total GHG emissions	Retrospective			Milestones and target years				
	Base year	Base year value	2023 <sup>1</sup>	2024	% change	2030	2035	Annual % target / Base year
<b>Scope 1 GHG emissions</b>								
Gross Scope 1 GHG emissions (tCO <sub>2</sub> eq)	2021 <sup>1</sup>	36,846	25,479	64,000	151%		Net zero	-7%
Percentage of Scope 1 GHG emissions from regulated emission trading schemes (%)	2021	0	0	0	0%			
<b>Scope 2 GHG emissions</b>								
Gross location-based Scope 2 GHG emissions (tCO <sub>2</sub> eq)	2021	16	24	82	238%			
Gross market-based Scope 2 GHG emissions (tCO <sub>2</sub> eq)	2021	28	51	92	81%			
<b>Significant scope 3 GHG emissions</b>								
Total Gross indirect (Scope 3) GHG emissions (tCO <sub>2</sub> eq)	2024	301,392	-	301,392	-			
1 Purchased goods and services	2024	97,409	-	97,409	-			
2 Capital goods	2024	184,895	-	184,895	-			
3 Fuel and energy-related Activities (not included in Scope 1 or Scope 2)	2024	14,492	-	14,492	-			
4 Upstream transportation and distribution	2024	248	-	248	-			
5 Waste generated in operations	2024	167	-	167	-			
6 Business travel	2024	4,049	-	4,049	-			
7 Employee commuting	2024	132	-	132	-			
8 Upstream leased assets	2024	-	-	-	-			
9 Downstream transportation	2024	-	-	-	-			
10 Processing of sold products	2024	-	-	-	-			
11 Use of sold products	2024	-	-	-	-			
12 End-of-life treatment of sold products	2024	-	-	-	-			
13 Downstream leased assets	2024	-	-	-	-			
14 Franchises	2024	-	-	-	-			
15 Investments	2024	-	-	-	-			
<b>Total GHG emissions</b>								
Total GHG emissions (location-based) (tCO <sub>2</sub> eq)				-	365,474			
Total GHG emissions (market-based) (tCO <sub>2</sub> eq)				-	365,484			

<sup>1</sup> Note that limited assurance does not extend to data from years prior to 2024. Also note that 2024 is the first year in which Cadeler calculated its full scope 3 footprint, so equivalent data is not available for prior years.

# ESRS E1 – Climate Change

Continued from previous page

Cadeler tracks its scope 1, 2, and 3 emissions for the entire company, Cadeler A/S. No portion of the business has been excluded in accounting of our footprint. Our scope 1 emissions, direct emissions, are largely from the operation of our vessels, with combustion of marine gas oil in the vessel engines acting as the primary emission source. Our scope 2, indirect emission, reporting covers the purchase of our electricity, steam, heating, and cooling. Our scope 3 emissions, indirect emissions, are presented in full for the first time. As Cadeler main focus is the provision of windfarm installation and maintenance services, our value chain emissions are naturally skewed upstream from our organisation. For this reason, we have only identified emissions stemming from the GHG Protocol's scope 3 categories 1-7. Additional information about our emission sources are listed in the methodology for our calculations presented at the end of this section.

Cadeler's GHG footprint has increased significantly compared to 2023 for a few reasons. First, 2024 is the first full year following the business combination of Cadeler with Eneti. Cadeler has reported on the 'Eneti' footprint following the merger, but as this took place in December 2023, our 2023 data is principally accounting for the footprint of the O-Class and Danish offices. Our 2024 data presents the first full year view of the consolidated business. The second reason for increased emissions is that Cadeler took delivery of the first of its new build vessels from COSCO shipyard in China. The delivery and subsequent transit of Wind Peak from Asia to Europe is an emission source not present in 2023.

Cadeler is working to reduce the emissions of its operations and improve the performance of its assets. In order to achieve this goal, the Company needs a baseline upon which it can improve. Our baseline year has been defined as 2021, the first full year Cadeler operated as an independent entity for our scope 1 and scope 2 emissions. For scope 3, 2024 serves as the baseline as this is the first year with full accounting of scope 3 emissions.

## GHG intensity per net revenue \*

	2024
Total GHG emissions (location-based) per net revenue (tCO2e/mEUR)	1,469.54
Total GHG emissions (market-based) per net revenue (tCO2e/mEUR)	1,469.58

\* See page 159 in the financial statements for net revenue used to calculate the GHG intensity ratio.

### Cadeler metrics for emissions intensity

Cadeler views every MW of wind power installed or repaired as a service providing societal benefit, so the aim is to maximise the Company's positive impact against the negative impact of greenhouse gas emissions from operations. To improve upon this metric, Cadeler strives to maximise the usage of its vessels for projects which support the energy transition while reducing emissions from operations via improvements to the technical systems on our existing and future vessels, improving its operational practices, and ensuring its vessels maintain their ability to serve the requirements of the offshore wind market. In line with the Company-wide net-zero goal, Cadeler aims to approach zero tonnes of CO<sub>2</sub>e emitted from our vessel engines by 2035.

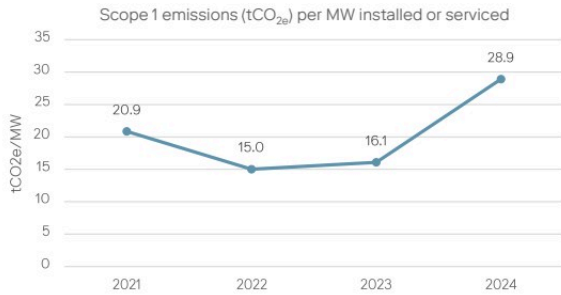
Cadeler uses two metrics for tracking our operational emissions intensity (presented on the next page): 1) Emissions per MW installed or serviced and 2) Emissions per revenue. Cadeler intends to report these metrics on an annual basis.

# ESRS E1 - Climate Change

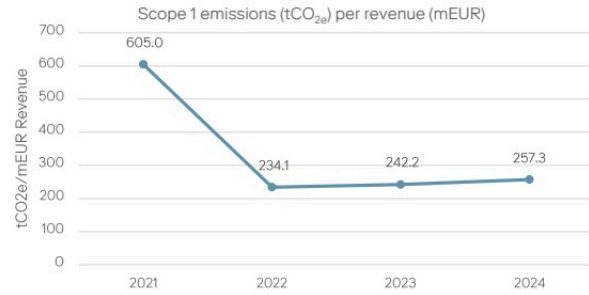
Continued from previous page

## KPI 1: GHG Emissions per MW installed or serviced (tCO<sub>2e</sub>/MW)

Scope 1 CO<sub>2e</sub> emissions versus annual installation of wind turbine generators and foundations and maintenance of offshore wind power capacity. The core purpose of Cadeler is to support the transition to a renewables-based energy grid. Hence, we see importance in judging vessel performance based on the efficiency of supporting the installation and maintenance of turbines in terms of how much carbon the vessel emits (negative impact) per MW of offshore wind power installed or serviced (positive impact). The delivery and subsequent transit of Wind Peak from Asia to Europe is a key emission source contributing to the increase in tCO<sub>2e</sub>/MW installed or serviced, as the vessel was not performing installation or maintenance work during the transit period.



## KPI 2: GHG emissions per EUR revenue (tCO<sub>2e</sub>/Million EUR) → Scope 1 CO<sub>2e</sub> emissions versus annual revenue has been incorporated in 2023 as a key metric for Cadeler. This KPI reflects our commitment to drive decarbonisation strategies that align with our Company's growth objectives, driving innovation and efficiency across our operations. Measuring and managing our environmental footprint in a transparent manner that integrates sustainability into our business success is our way of showing accountability. For both emission intensity KPIs, Cadeler has selected 2021 as the base year as 2021 is the first full year in which Cadeler operated as an independent company and is the first year where Cadeler had full control of its environmental data.





# ESRS E1 – Climate Change

Continued from previous page

## Methodology

Disclosure Requirement	Methodology
E1-5 - Energy consumption and mix	<p>For vessel energy consumption, Cadeler collects energy consumption data on O-class and P-class vessels from fuel monitoring systems that enable direct readings of energy consumption. For Wind Scylla and Wind Zaratán, Cadeler records fuel consumption via the system outlined in our GHG emission accounting policies and uses the record of fuel type and average SFOC (specific fuel oil consumption) performance of vessel engines to estimate energy consumption. At present, all energy produced and consumed by vessels utilises marine gas oil as the fuel source. A record of fuel consumed by smaller equipment is also kept and the energy density of the fuel type used to estimate energy consumed. Note: these values are minimal compared to vessel engine consumption.</p> <p>To account for energy consumption for the onshore side of our business, Cadeler records energy consumption (electricity and heating/cooling) for our leased offices and warehouses from invoices. Note that we do not have a record for our US office due to the type of rental agreement, so an average consumption per person across our other offices is applied to fill in the data gap. Also note that reporting on our Copenhagen office consumption is based on consumption in Nov. and Dec. 2023, as we did not get a record from our old premises for Jan. and Feb. 2024 prior to the move to our new offices in early March. Energy consumption mix is based on the average energy mix in each geographic location unless a renewable energy purchasing agreement is in place. Cadeler also records fuel and electricity consumption for company cars. The electricity mix is calculated in the same way as for offices and converts fuel to an energy estimate based on UK Government GHG Conversion Factors for Company Reporting.</p>

Disclosure Requirement	Methodology
E1-6 - Gross Scopes 1 GHG emissions	<p>Items identified as contributing to Cadeler's Scope 1 GHG emissions consist primarily of vessel engine emissions due to the combustion of marine gas oil (MGO), tank to wake emissions and, to a lesser extent, lube oil consumption, fuel for company cars and other equipment, and emissions related to the use of refrigerants. Cadeler aims to account for all Kyoto Protocol gases in its emission calculations: CO<sub>2</sub>, CH<sub>4</sub>, N<sub>2</sub>O, HFCs, PFCs, SF<sub>6</sub>, and NF<sub>3</sub>. Cadeler keeps a record of vessel fuel consumption and applies fuel to GHG emission factors to this data as provided by the UK Government GHG Conversion Factors for Company Reporting, using CO<sub>2</sub> equivalence emissions factors. For Danish-flagged vessels that are required to report into IMO DCS (data collection system), Cadeler uses the fuel record that it also submits for verification to a third party, as this adds a control check to the final output. Vessel fuel consumption is determined using a combination tank sounding measurements and flowmeter readings, depending on the equipment available on each vessel. Cadeler also records company car fuel consumption and requires vessels to keep a logbook of lubricants and refrigerants added to systems. Cadeler applies emissions factors from the UK Government Conversion Factors for Company Reporting based on the consumable. As Cadeler does not have a record of lubricants and refrigerants removed from technical systems, we take a conservative approach and assume 100% vaporisation in the systems due to leaks and/or eventual oxidation. Although some of these emissions may actually take place as scope 3 emissions, Cadeler assumes overall responsibility for these items and counts them as scope 1 due to the lack of reliable measurements enabling a record of the actual split between scope 1 and scope 3.</p>

# ESRS E1 – Climate Change

Continued from previous page

Disclosure Requirement	Methodology
E1-6 - Gross Scope 2 GHG emissions	<p>Cadeler records energy consumption (electricity and heating/cooling) for our leased offices and warehouses from invoices or supplier reports. Note that we do not have a record for our US office due to the type of rental agreement, so an average consumption per person across our other offices is applied to fill in the data gap. Also note that reporting of our Copenhagen office consumption is based on consumption in Nov. and Dec. 2023, as we did not get a record from our old premises for Jan and Feb. 2024 prior to our move to the new office in early March. Cadeler also records electricity consumption of company cars.</p> <p>To convert energy consumption data to location-based GHG emissions, Cadeler applies the emission factors based on national or regional averages. Where regional emission factors are available, these are prioritised — for example, in Denmark, factors from Energinet are used. If regional averages are not available, national averages are applied. In cases where neither regional nor national factors are accessible, international emission factors, such as those provided by the UK Government Conversion Factor for Company Reporting, are used as an alternative.</p> <p>Market-based emissions are determined based on the specific energy sources chosen or procured by the organisation. This may include emission factors associated with renewable energy certificates, contractual agreements, or supplier-specific energy mixes. In the absence of such procurement, the emissions are calculated using the residual mix, which represents the unclaimed energy in the regional grid, where possible. For years prior to 2024, Cadeler had not previously reported market based emissions. The same method was used for calculating prior years, but the baseline data was not altered.</p>

Disclosure Requirement	Methodology
E1-6 - Gross Scope 3 and Total GHG emissions	<p>Category 3.3 – Fuel and energy related activities: Cadeler has used the fuel records used for calculation of its scope 1 emissions and has applied the well to tank emission factors published by the UK Government GHG Conversion Factors for Company Reporting. For distribution losses related to our electricity consumption, Cadeler has applied emission factors, in the markets available such as the UK. For other markets, such as Denmark, only a transmission and distribution loss factor could be found, so this percentage was applied to the location based emission factor in the relevant country, as used for scope 2 reporting.</p> <p>Category 3.6 – Business travel: Cadeler receives an emissions report from each of the travel agencies used for booking flights and other business travel related expenses. In addition, these expenses can be booked directly by employees, so the expense reports are used for calculating a spend based estimate for impacts not covered by our travel agencies. Cadeler applied the financial based emission factors from the 'UK and England carbon footprint to 2021' and adjusted the emission factors based on EU average annual inflation rates from 2021 through 2024.</p> <p>Category 3.7 – Employee commuting: Cadeler sent out a survey to all employees requesting information on average days in office per week, distance to the workplace, and modes of transport used. This data was used to find average transport per employee in Denmark, the UK and elsewhere. Each was applied to the average number of employees per location, and location specific emissions factors were applied for public transport and emission factors for personal vehicles were taken from the UK Government GHG Conversion Factors for Company Reporting.</p>

# ESRS E1 – Climate Change

Continued from previous page

Disclosure Requirement	Methodology
E1-6 - Gross Scope 3 and Total GHG emissions	<p>Much of Cadeler's scope 3 reporting is not based on direct sources from its value chain. A large portion of our scope 3 footprint has been assessed using a model developed to estimate the lifecycle carbon footprint from the construction and operations of our wind-farm installation vessels. For many aspects feeding into our overall scope 3 emissions, our estimation of emissions are based on either a material or process input with application of a conversion factor rather than statements directly from the value chain on their emissions. Note that some categories are currently calculated using spend based information, which is naturally associated with higher uncertainty than direct measurements or estimates based on operational consumption data.</p> <p>Category 3.1 – purchased goods and services: Cadeler provided Reflow with spending information on specific categories of products and services. Emission factors (kg CO<sub>2</sub>eq/EUR) were determined for each procurement category, representing the carbon intensity associated with the economic activity of the purchased goods and services. All emission factors were explicitly derived from European data within EXIOBASE 3.9.4 to ensure relevance to Cadeler's procurement activities. For lubricant oils, Cadeler had activity based records used for calculation of its scope 1 emissions and has applied the well to tank emission factors published by the UK Government GHG Conversion Factors for Company Reporting. This was the only procurement category within category 3.1 for which activity based data was used instead of spend-based data. This was due to available data.</p>

Disclosure Requirement	Methodology
E1-6 - Gross Scope 3 and Total GHG emissions	<p>Category 3.2 – capital goods: For each class of vessel at Cadeler, Reflow performed a lifecycle assessment aligned with the GHG Protocol's principles of relevance, completeness, consistency, transparency, and accuracy. The analysis was underpinned by a methodological framework that included the Life Cycle Inventory Database EcoInvent 3.8 and the Impact Assessment Method IPCC 2021 GWP100. The Category 3.2 emissions assessment focuses on key raw materials that contribute the most to vessel construction emissions, so is limited in the fact that not all construction materials are assessed. Emissions were calculated for steel, aluminium, copper, and paints, as these materials make up most of the vessel's structural and functional components. Category 3.2 emissions are considered to equal the vessel construction carbon footprint based on the year of vessel delivery, so the 2024 footprint is considered equal to the construction footprint of Wind Peak.</p> <p>Category 3.4 – upstream transportation and distribution: Cadeler provided a record of shipments from its procurement system, including information on transport type, start and end locations, and weights of goods shipped. After confirming shipment distances and transport modes, each transport activity was assigned an emission factor based on industry-standard databases such as IPCC 2021 GWP100.</p> <p>Category 3.5 – waste generated in operations: The emissions data was derived from Cadeler's waste management records for 2024, consolidated in Reflow's worksheet. Emission factors were applied following GHG Protocol guidelines, specifically using the average-data method for waste treatment.</p>

# EU Taxonomy

“The EU Taxonomy is a classification system establishing a list of environmentally sustainable economic activities. It could play an important role in helping the EU to scale up sustainable investment and implement the European green deal. The EU taxonomy provides companies, investors and policymakers with appropriate definitions for which economic activities can be considered environmentally sustainable. Thus, it should create security for investors, protect private investors from greenwashing, help companies to become more climate-friendly, mitigate market fragmentation and help shift investments to where they are most needed.” – the European Commission.

Based on its profile, reporting on alignment of economic activities with the EU Taxonomy has become a requirement for the Company from 2024. In late 2022, the Company initiated the process of categorising its economic activities and ensuring that eligible activities are aligned with EU Taxonomy requirements. The past two years, Cadeler reported on eligibility, but had not assessed eligible activities for alignment with the Taxonomy. Cadeler is reporting on the Taxonomy-alignment of its activities for the first time in the 2024 annual report.

Cadeler’s core purpose of operation is to support the installation of offshore renewable energy sources. This activity supports climate change mitigation and can be aligned with the EU Taxonomy when performed in a way that does no significant harm to the other 5 environmental objectives of the Taxonomy and preserves the social minimum safeguards. The majority of the Company’s eligible economic activities relating to the installation of offshore wind energy can be categorised as activity 4.3 – electricity generation from wind power. This activity supports the Taxonomy objective of climate change mitigation. This category was selected in line with FAQ 139 of Commission Notice C/2023/267 on the interpretation and implementation of certain provisions of the EU Taxonomy, published by the EU Commission on 29 November 2024, tying commercial scale installation and maintenance activities to category 4.3 instead of other categories

potentially linked installation and maintenance of renewable energy.

## Do no significant harm (DNSH)

Cadeler has performed the following activities to ensure compliance with the DNSH requirements for climate change mitigation activity 4.3.

### *Climate Change Adaptation*

In late 2023, Cadeler performed a risk assessment for the impact of climate change on its assets and key parts of its supply chain, including ports and suppliers of key equipment for our operations. The assessment considered the representative concentration pathway scenario 8.5 (RCP 8.5), considered the worst-case scenario as identified by the IPCC, but only considered impacts through to 2035, with the timespan based on Cadeler’s visibility of its scope of operations.

Cadeler sees some potential for varying levels of operational weather downtime with respect to its own operations as a slight risk due to changing wind and precipitation patterns. We also recognise some elevated risks across our supply chains where fixed assets and providers, such as ports and shipyards, are exposed to climate-related risks, including extreme precipitation events, flooding, droughts, storms, changing wind patterns and heat waves that have a potential to periodically interrupt operations or in some cases damage infrastructure that Cadeler may rely on to perform its vessel operations or for the delivery of core operational equipment and provisions.

Cadeler has considered physical climate hazards as defined by the EU Taxonomy requirements for a climate risk assessment. For the assessment, we considered our own vessel operations, including all known future wind farm locations at the time of the assessment, all known ports that would be used to complete these projects, and potential impacts on our core suppliers such as shipyards and critical equipment providers.

# EU Taxonomy

Continued from previous page

Post assessment, Cadeler sees a rather low vulnerability in its own operations due to climate-related impacts. The main risk is likely to be changing weather conditions that affect the weather downtime of our vessels. Cadeler did recognise medium and high levels of vulnerability in some parts of our supply chain; for example, at ports due to potential flooding and high wind incidents that could cause longer periods of inaccessibility due to the potential for damaged infrastructure. Additionally, we saw some elevated risk for impacts when it comes to on-time delivery of vessels and larger items of equipment, as many of the facilities that produce these products are located in riverine and coastal areas in typhoon-impacted regions, so an elevated potential for damage to supplier facilities due to high winds, heavy precipitation and flooding was seen in the climate risk model. Cadeler's means of mitigating this vulnerability may be to ensure sufficient contingency time when ordering any key equipment from areas with an elevated climate risk.

This approach allowed Cadeler to determine whether climate impacts could pose a potential risk to our business. In future iterations, Cadeler plans to adopt a more nuanced approach, incorporating multiple RCP scenarios to further examine the likelihood and severity of the identified risks. Also note that the assessment was performed in late 2023, immediately before finalization of the merger with Eneti, so it does not fully cover the growth of the business and also misses a few geographical expansions due to Eneti's footprint at the time of the merger. As an interim measure, Cadeler has considered the risks related to the additional footprint to a limited extent. A memo with an overview of the potential additional risks to the business was sent out to those responsible for financial planning, but the Company will aim to perform a full update to its climate risk assessment before the end of 2025 to reduce uncertainty and ensure that all potential risks are properly considered.

Cadeler has a few measures in place in response to the identified climate risks. These include development of adverse weather plans for its vessels for operations in regions

with elevated risk of severe weather and ensuring that spare parts are available via ordering with contingency in supplier schedules and keeping critical items on stock, if possible. The full description of this climate assessment is present in section ESRS 2 SBM-3 – Material impacts, risks and opportunities and their interaction with strategy and business model(s), on pages 70-71.

### *Sustainable use and protection of water and marine resources*

With regard to the construction of offshore wind farms, the activity cannot hamper the achievement of good environmental status as set out in Directive 2008/56/EC of the European Parliament and of the Council, requiring that appropriate measures are taken to prevent or mitigate impacts in relation to the Directive's Descriptor 11 (Noise/Energy). Prior to commencement of construction activities, windfarms are subject to attainment of an environmental permit, which normally sets operational requirements during construction. Additionally, Cadeler performs an environmental impact and risk assessment prior to commencement of new scopes of work in order to identify any potentially negative impacts and develop associated mitigation techniques. For example, on foundation installation projects, noise mitigation techniques are used to reduce noise pollution escaping into the surrounding marine environment, where environmental impact assessments pre-project have identified an elevated risk of exposure to marine mammals in a windfarm's area.

### *Transition to a Circular Economy*

The activity assesses the availability of and, where feasible, uses equipment and components of high durability and recyclability and that are easy to dismantle and refurbish. Cadeler has a waste management plan for its vessels and has added a focus on circularity and the reduced use of resources to its sustainability strategy. In 2024, Cadeler performed, with the help of a third party, the first commercial life cycle assessment of its vessels to map the footprint of the manufacturing, operational and decommissioning

# EU Taxonomy

Continued from previous page

phases. This assessment was a first step to gaining a clearer picture of the value of specific changes to the shipbuilding and operational choices the company makes. Additionally, low carbon steel has been procured for building major parts of the jacking system on Cadeler's upcoming newbuild, Wind Apex. Finally, the Company's project engineering department has been working on the optimising the design of project seafastening used on Cadeler projects for less overall steel use and adaptability for project to project reuse. The Company is continuously assessing if additional initiatives can be established to ensure it does its part in transitioning to a circular economy.

### Pollution prevention and control

This category is not applicable for alignment with Taxonomy activity 4.3, but Cadeler operates its vessels in accordance with MARPOL, the International Maritime Organisation's international convention covering prevention of pollution of the marine environment by ships.

### Protection and restoration of biodiversity and ecosystems

With regard to the construction of offshore wind farms, the activity cannot hamper the achievement of good environmental status as set out in Directive 2008/56/EC of the European Parliament and of the Council, requiring that appropriate measures are taken to prevent or mitigate impacts in relation to the Directive's descriptors 1 (biodiversity) and 6 (seabed integrity). All offshore wind farms in regions where Cadeler operates are legally required to have an environmental impact assessment performed before the approval for construction is granted. These permits often lead to specific operational requirements that Cadeler must comply with as a contractor. Cadeler does not guide the process at the wind farm level, but it does collaborate with its clients on operational measures that may address, reduce or mitigate any potentially adverse impacts on biodiversity and the ecosystem. Prior to commencement of any new scope of work, Cadeler

also performs an environmental impact and risk assessment to identify any potentially negative impacts and develop associated mitigation techniques.

### Nuclear and fossil gas related activities

Nuclear Energy Related Activities	
1. The undertaking carries out, funds or has exposure to research, development, demonstration, and deployment of innovative electricity generation facilities that produce energy from nuclear processes with minimal waste from the fuel cycle.	No
2. The undertaking carries out, funds or has exposure to construction and safe operation of new nuclear installations to produce electricity or process heat, including for district heating or industrial processes such as hydrogen production, as well as their safety upgrades, using best available technologies.	No
3. The undertaking carries out, funds or has exposure to safe operation of existing nuclear installations that produce electricity or process heat, including for district heating or industrial processes such as hydrogen production from nuclear energy, as well as their safety upgrades.	No
Fossil Gas Related Activities	
4. The undertaking carries out, funds or has exposure to construction or operation of electricity generation facilities that produce electricity using fossil gaseous fuels.	No
5. The undertaking carries out, funds or has exposure to construction, refurbishment, and operation of combined heat/cool and power generation facilities using fossil gaseous fuels.	No
6. The undertaking carries out, funds or has exposure to construction, refurbishment, and operation of heat generation facilities that produce heat/cool using fossil gaseous fuels.	No

# EU Taxonomy

Continued from previous page

## Minimum Safeguards

Cadeler has a corporate set of policies in place that outline its commitment to protect human rights, prevent corruption, and promote fair competition and taxation. The Company has also designated functions responsible for engraining its policies into the Company's systems and work culture. The Company aims to continuously evaluate and strengthen its processes and procedures to ensure they are robust enough to guarantee that social minimum safeguards are in place.

### Human Rights

Cadeler's has a few policies that outline its approach to human rights. These are publicly available and include a Human Rights policy, a Company Code of Conduct, and a Supply Chain Code of Conduct. The Company has introduced a due diligence process as part of the supplier onboarding process and has implemented requirements for compliance with its Supply Chain Code of Conduct in its standard terms and conditions for supplier contracts. The Company has a designated ethics and compliance function with responsibility for driving the area of human rights and has a policy for remediation and mitigation of any potential human rights impacts. Cadeler performed its first formal human rights impact assessment in 2024, with the support of an expert third party, and will use the actionable outputs from this assessment to guide Cadeler's roadmap for addressing potential human rights impacts going forward. Finally, Cadeler annual reports on the status of its human rights program in its Annual Report and published a UK Modern Slavery. Both documents require approval from the Company Board of Directors and are made publicly available on the company website.

### Grievance Mechanisms

Cadeler has a confidential reporting hotline (Speak Up!) in place that is available to our employees, our business partners and the general public. This mechanism is set up to allow for anonymous reporting. The Company informs employees of this mechanism

during onboarding and ensures availability via a link on the company SharePoint site as well as the public company website. In its procedures for maintaining the confidential reporting hotline, Cadeler commits to a policy of non-retaliation for any reports submitted in good faith.

### Consumer Interests

Cadeler operates in accordance with EU requirements.

### Anti-Corruption

Cadeler has a Code of Conduct and an Anti-Bribery & Corruption policy that inform employees of expected behaviours related to this topic. The Company also maintains documentation of any incidents reported, conducts internal trainings on the topic, performs due diligence of its supplier base, has procedures for internal organisational control, and shares necessary information publicly via its Annual Reporting.

### Competition

The Company provides employees with guidance on this topic in its Code of Conduct and offers internal training on competition issues, targeted at at-risk functions and senior leadership.

### Taxation

Cadeler has a public tax policy that outlines the Company practices and its commitment to compliance with tax regulations in all jurisdictions in which it operates.

# EU Taxonomy

Continued from previous page

## Taxonomy KPIs

Taxonomy eligibility and alignment is expressed by three KPIs. These are calculated as the portion of turnover, CapEx and OpEx that is Taxonomy-eligible and Taxonomy-aligned.

### *KPI for Taxonomy-aligned turnover*

The proportion of Taxonomy-aligned activities has been calculated as net turnover from products and services associated with Taxonomy-aligned activities, turnover from operation of a fleet of purpose built vessels while applied to the installation and maintenance of offshore wind energy, divided by total net turnover. There is no risk of double counting as only one activity is relevant for the turnover KPI.

### *KPI for Taxonomy-aligned CapEx*

CapEx is defined as Taxonomy-aligned CapEx, expenditures related to the operation of a fleet of purpose built vessels for the installation and maintenance of offshore wind energy, divided by total CapEx. The total CapEx consists of additions to tangible and intangible fixed assets before depreciation, amortisation and any re-measurements. It includes acquisitions of property, plant and equipment, intangible assets, leases with usage rights and investment properties. There is no risk of double counting in the numerator, since no proportion of taxonomy-defined CAPEX allocated to the activities can be classified as being related to more than one activity.

### *KPI for Taxonomy-aligned OpEx*

OpEx is defined as Taxonomy-aligned OpEx divided by the total Taxonomy-defined OpEx. However, the EU Taxonomy defines OpEx differently than IFRS, as it only considers direct costs for:

- (iv) Research and development, excluding overheads
- (v) Building renovation
- (vi) Short-term lease agreements
- (vii) Maintenance, upkeep and repairs

Any other direct expenditure related to the routine maintenance of tangible assets by the Company, or by any third-party whose activities are necessary to ensure the continued and effective functioning of such assets, is outsourced. There is no risk of double counting in the numerator, since no proportion of taxonomy-defined OPEX allocated to the activities can be classified as being related to more than one activity.

The activities identified only contribute to one environmental objective, climate change mitigation, via activity 4.3 - electricity generation from wind power.

Cadeler will assess its alignment on an annual basis, including updating future objective or plans (CapEx, CapEx plans, OpEx) for aligning economic activities (revenues, CapEx, OpEx) with criteria established in Commission Delegated Regulation 2021/2139.



# EU Taxonomy - Turnover

Economic activities (1)	Code (2)	Absolute Turnover 2024 (mEUR) (3)	Proportion of Turnover 2024 (4)	Substantial contribution criteria						DNSH criteria (Do Not Significant Harm)						Taxonomy aligned Minimum safe- guards over 2023 (17)	Category enabling activity (19)	Category transi- tional activity (20)
				Climate change mitigation (5)	Climate change adaptation (6)	Water (7)	Pollution (8)	Circular economy (9)	Bio- diversity (10)	Climate change mitigation (11)	Climate change adaptation (12)	Water (13)	Pollution (14)	Circularity (15)	Bio- diversity (16)			
<b>A. TAXONOMY-ELIGIBLE ACTIVITIES</b>																		
<b>A.1. Environmentally sustainable activities (Taxonomy-aligned)</b>																		
Electricity generation from wind power	4.3 CCM	248.7	100%	Y	N	N/EL	N/EL	N/EL	N/EL	Y	Y	Y	Y	Y	Y	Y	0%	
<b>Turnover of environmentally sustainable activities (Taxonomy-aligned) (A.1)</b>		<b>248.7</b>	<b>100%</b>	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>0%</b>	
Of which enabling		0	0%	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-	0%	E
Of which transitional		0	0%	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-	0%	T
<b>A.2 Taxonomy-Eligible but not environmentally sustainable activities (Not Taxonomy-aligned activities)</b>																		
Electricity generation from wind power	4.3 CMM	0	0%	EL	EL	N/EL	N/EL	N/EL	N/EL								100%	
<b>Turnover of Taxonomy-eligible but not environmentally sustainable (Not taxonomy-aligned) (A.2)</b>		<b>0</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>								<b>100%</b>	
<b>Total (A.1 + A.2)</b>		<b>248.7</b>	<b>100%</b>	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>								<b>100%</b>	
<b>B. TAXONOMY-NON-ELIGIBLE ACTIVITIES</b>																		
Turnover of Taxonomy-non-eligible activities		0	0%															
<b>Total (A + B)</b>		<b>248.7</b>	<b>100%</b>															

Y:Yes (taxonomy-eligible and taxonomy-aligned activity with the relevant environmental objective); N-No (taxonomy-eligible but not taxonomy-aligned activity with the relevant environmental objective); N/EL- Not eligible; EL-eligible; CCM-climate change mitigation

# EU Taxonomy – CapEx

Economic activities (1)	Code (2)	Absolute CapEx 2024 (mEUR) (3)	Proportion of CapEx 2024 (4)	Substantial contribution criteria						DNSH criteria (Do Not Significant Harm)						Taxonomy aligned Minimum proportion of CapEx 2023 (17)	Category enabling activity (19)	Category transi- tional activity (20)
				Climate change mitigation (5)	Climate change adaptation (6)	Water (7)	Pollution (8)	Circular economy (9)	Bio- diversity (10)	Climate change mitigation (11)	Climate change adaptation (12)	Water (13)	Pollution (14)	Circularity (15)	Bio- diversity (16)			
<b>A. TAXONOMY-ELIGIBLE ACTIVITIES</b>																		
<b>A.1. Environmentally sustainable activities (Taxonomy-aligned)</b>																		
Electricity generation from wind power	4.3 CCM	650.0	100%	Y	N	N/EL	N/EL	N/EL	N/EL	Y	Y	Y	Y	Y	Y	Y	0%	
<b>CapEx of environmentally sustainable activities</b>		<b>650.0</b>	<b>100%</b>	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>0%</b>	
<b>(Taxonomy-aligned) (A.1)</b>		<b>0</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	E
Of which enabling		0	0%	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-	0%	T
Of which transitional		0	0%	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-	0%	
<b>A.2 Taxonomy-Eligible but not environmentally sustainable activities (Not Taxonomy-aligned activities)</b>																		
Electricity generation from wind power	4.3 CCM	0	0%	EL	EL	N/EL	N/EL	N/EL	N/EL								100%	
<b>CapEx of Taxonomy-eligible but not environmentally sustainable activities</b>		<b>0</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>								<b>100%</b>	
<b>(Not taxonomy-aligned) (A.2)</b>		<b>0</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>								<b>100%</b>	
<b>Total (A.1 + A.2)</b>		<b>650.0</b>	<b>100%</b>	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>								<b>100%</b>	
<b>B. TAXONOMY-NON-ELIGIBLE ACTIVITIES</b>																		
CapEx of Taxonomy-non-eligible activities		0	0%															
<b>Total (A + B)</b>		<b>650.0</b>	<b>100%</b>															

Y:Yes (taxonomy-eligible and taxonomy-aligned activity with the relevant environmental objective); N-No (taxonomy-eligible but not taxonomy-aligned activity with the relevant environmental objective); N/EL - Not eligible; EL-eligible; CCM-climate change mitigation

# EU Taxonomy - OpEx

Economic activities (1)	Code (2)	Absolute OpEx 2024 (mEUR) (3)	Proportion of OpEx 2024 (4)	Substantial contribution criteria						DNSH criteria (Do Not Significant Harm)						Taxonomy aligned proportion of OpEx 2023* (18)	Category enabling activity (19)	Category transi- tional activity (20)
				Climate change mitigation (5)	Climate change adaptation (6)	Water (7)	Pollution (8)	Circular economy (9)	Bio- diversity (10)	Climate change mitigation (11)	Climate change adaptation (12)	Water (13)	Pollution (14)	Circularity (15)	Bio- diversity (16)			
<b>A. TAXONOMY-ELIGIBLE ACTIVITIES</b>																		
<b>A.1. Environmentally sustainable activities (Taxonomy-aligned)</b>																		
Electricity generation from wind power	4.3 CCM	10.8	100%	Y	N	N/EL	N/EL	N/EL	N/EL	Y	Y	Y	Y	Y	Y	Y	0%	
<b>OpEx of environmentally sustainable ac- tivities (Taxonomy-aligned) (A.1)</b>		<b>10.8</b>	<b>100%</b>	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>0%</b>	
Of which enabling		0	0%	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-	0%	E
Of which transitional		0	0%	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-	0%	T
<b>A.2 Taxonomy-Eligible but not environmentally sustainable activities (Not Taxonomy-aligned activities)</b>																		
Electricity generation from wind power	4.3 CCM	0	0%	EL	EL	N/EL	N/EL	N/EL	N/EL								100%	
<b>OpEx of Taxonomy-eligible but not envi- ronmentally sustainable (Not taxonomy- aligned) (A.2)</b>		<b>0</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>								<b>100%</b>	
<b>Total (A.1 + A.2)</b>		<b>10.8</b>	<b>100%</b>	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>								<b>100%</b>	
<b>B. TAXONOMY-NON-ELIGIBLE ACTIVITIES</b>																		
OpEx of Taxonomy-non-eligible activities		0.0	0%															
<b>Total (A + B)</b>		<b>10.8</b>	<b>100%</b>															

Y:Yes (taxonomy-eligible and taxonomy-aligned activity with the relevant environmental objective); N:No (taxonomy-eligible but not taxonomy-aligned activity with the relevant environmental objective); N/EL: Not eligible; EL:eligible; CCM-climate change mitigation  
 \*2023 calculation was made on voluntary basis and has been reconsidered to ensure the definition of OpEx fully aligns with the definition set out in Annex 1 of the Disclosure Delegated Act ("taxonomy defined OpEx"). The calculation considers the proportion of eligible and aligned OpEx versus the total "taxonomy defined OpEx". 100% of Cadeler's "taxonomy defined OpEx" was related to an eligible activity in 2023.

# ESRS E2 - Pollution

## Impacts, risks and opportunities management

### ESRS 2 IRO-1 – Description of the processes to identify and assess material pollution-related impacts, risks and opportunities

Cadeler conducted Environmental risk and impact assessments for its wind turbine installation and foundation installation operations in December 2023. Additionally, Cadeler performed another assessment in June 2024 in coordination with a work scope that included new aspects the Company had not previously managed. The intention is to perform such an assessment at least annually, and the starting point is the result from past years. The environmental risk and impact assessments have taken place in the form of a brainstorming workshop where persons from various relevant departments are invited to participate and share their perspective on our operational risks and impacts. The assessment intends to cover all environmental aspects, including those related to the ESRS topics of climate change, pollution, water resources, biodiversity and resources/circular economy.

Consultations have not been conducted with potentially affected communities, though Cadeler does take the advice of industry bodies with recommendations on best practice for pollution control from shipping, i.e. IMO and Danish Shipping.

The pollution topics that appeared material were all material due to the impact perspective. These topics included pollution of air, pollution of water, substances of concern and microplastic pollution. External stakeholders were also concerned about Cadeler's prevention of water pollution due to the potential for spills, as our operations take place in the offshore environment. IROs related to these topics that were considered material include: emissions of NOx, SOx, particulates and VOCs from our vessel engines to the air; potential for spills of hydrocarbons or chemicals from our operations into the oceans;

production of hazardous wastes from our operations, including waste lubrication oils, bilge water (oily water), electrical wastes, and other solid wastes contaminated with hydrocarbons or chemicals; microplastic pollution from our wastewater, vessel paints, and use of plastics during operations that eventually break down into microplastics.

### E2-1 - Policies related to pollution

Cadeler works to meet the environmental legal requirements of the countries in which it operates. The Company aims to deliver effective monitoring of its impact on the environment, ensuring risks associated with operations are appropriately identified and managed. To sufficiently manage environmental impact, an organisation must consider all environmental issues relevant to its operations, such as air pollution, water pollution, sewage management, waste management, soil contamination, climate change mitigation and adaptation, and resource use and efficiency. Each policy has a Scope section stating what is included and excluded.

The policies ensure accountability for implementation. They commit us to protect people, the environment and assets, referencing relevant legislation and recognised standards for compliance. Publicly available on the company website, the policies are also included in client tenders and contractor agreements. They assign responsibility for HSEQ to all personnel working for or with Cadeler, emphasising active participation in continuous improvement.

To control and improve environmental performance, Cadeler has a management manual, HSEQ policy and sustainable development policy in place. These documents outline corporate practices for working towards a sustainable future by maximising positive environmental impacts, minimising negative impacts, and holding ourselves accountable for

## ESRS E2 – Pollution

*Continued from previous page*

any damage we may cause. Cadeler's ISO 14001:2015 certified environmental management system establishes the set of formal policies, processes and requirements implemented to minimise environmental impacts from our operations. It covers all Cadeler's vessels, operational sites, offices and activities. Our approach to pollution control is largely informed by IMO's International Convention for the Prevention of Pollution from Ships (MARPOL). Pollution monitoring practices have not been checked against EU BREF standards as Cadeler has not seen an industry specific BREF targeting shipping or marine construction. Additionally, Cadeler has no direct measurements of pollutants at present, but where we rely on automatic consumption readings of consumables that contribute to pollutant emissions, such as marine gas oil, Cadeler ensures proper calibration of these systems by including them in our vessel's planned maintenance systems.

### *Aiming for zero spills*

The Company has placed a high priority on ensuring zero spills of hydrocarbons and other toxic substances into the marine environment. Checks are performed to ensure proper storage of chemicals and hydrocarbons on board and that sufficient secondary containment is available. Each vessel carries a shipboard marine pollution emergency plan (SMPEP) and regularly performs ship oil pollution emergency plan drills (SOPEP). Cadeler had three minor spills in 2024 (combined, amounting to less than a 1 litre).

### *Ballast water protocols*

To prevent the spread of invasive aquatic species, Cadeler complies with the Ballast Water Management Convention. The vessels have a ballast water management plan, keep a ballast water record book and have an international ballast water management certificate. All newbuilds will be delivered with ballast water treatment plants. Cadeler has 100% of its fleet operating with ballast water treatment plants onboard, ensuring compliance with the D-2 Ballast Water Performance Standard.

### **E2-2 - Actions and resources related to pollution**

Cadeler has implemented several measures to mitigate potential water pollution. Additional actions will be developed and implemented as new technical solutions become available.

All vessels have a shipboard marine pollution emergency plan, which outlines the practices intended to prevent spills into the ocean. It ensures the crews know how to act if any incident should occur and that they have the necessary clean-up equipment available.

Cadeler also has a water management plan in place, under which consumption of fresh water is tracked and any discharges of ballast water or grey water from the vessels are recorded.

Cadeler has transitioned to using more environmentally friendly jacking grease on its vessels Wind Scylla and Wind Zaratán. This switch reduces the environmental impact of routine maintenance operations by minimising the release of harmful substances into the marine ecosystem. In addition, Cadeler has performed patch tests on Wind Peak for hull paint on that would be less toxic to marine organisms, with the aim of finding a paint that still effectively prevents excessive marine growth, such as algae and barnacles, as marine growth can impede vessel efficiency during sailing.

These initiatives reflect Cadeler's broader commitment to sustainability by reducing the discharge of harmful chemicals, microplastics and grease into the ocean, ultimately helping to protect marine life. In case of pollution to sea by means of oil or NLS, the following mitigating actions can be put into place:

## ESRS E2 – Pollution

*Continued from previous page*

- Shipboard Marine Pollution Emergency Plan (SMPEP) is in place for each vessel within the company and contains information and operational instructions required by IMO.
- Scope is defined in the Preamble of the plan. The plan is designed to be legally compliant and to ensure that the vessel is prepared in the event of pollution to sea. Section 6.5 of the Plan demonstrates the response to spills.
- Onboard there is a Shipboard Oil Pollution Emergency Plan (SOPEP) and a SOPEP kit available in case of a spill to deck. The vessel does not carry equipment to contain a spill to sea.
- Finally, drills are conducted at regular intervals to train awareness and preparedness onboard.

### *Metrics & Targets*

#### **E2-3 - Targets related to pollution**

Cadeler complies with air emission caps in the locations where it operates and aims to find improvements, wherever possible. However, improvement beyond compliance levels can be challenging due to the limits of the technical systems and consumables in use. Often, in the maritime industry, these components are designed and manufactured to comply with emission caps, with focus on NOx and SOx emissions. As such, Cadeler currently has no specific target aimed at air pollution.

Cadeler aims at reducing incidences of pollution in the marine environment and is committed to a target of zero spills to the environment, aligning with the company's policy to minimise its environmental impact. This target is closely monitored through the company's reporting system, with spill data collected and reviewed monthly by the office. The target is established annually and formally approved by senior leadership during the Management Review. Efforts to achieve this goal are supported by initiatives such as improved ToolBox Talks (TBT), enhanced risk assessments, and the integration of advancements into the company's Management System (MS). These measures ensure a proactive approach to preventing spills and safeguarding the environment. Furthermore, Cadeler strives to avoid objects lost to the sea, emphasising the importance of protecting marine ecosystems and preventing debris pollution. In the event of an object being lost, strict reporting procedures are in place. If the incident occurs within a wind farm, it is reported to the Marine Coordination Centre, while losses in ports or national waters are reported to the relevant coastal authorities.

In 2024, Cadeler had emissions to both water and air, which are presented below.

#### **E2-4 - Pollution of air and water**

##### *Air pollution and water pollution*

Cadeler refers to the pollutants listed in Annex II of Regulation (EC) No 166/2006 of the European Parliament and of the Council. Cadeler's main identified sources of air pollutants are its vessel engines and gradual leakage of refrigerants that are used as coolants for various machinery on our vessels. The main sources of water pollutants identified include gradual breakdown of our vessel paint coatings, greywater discharges and potential uncontained spills of hydrocarbons or other chemicals offshore. Cadeler does not view soil pollution as a material topic due to our operations being focused offshore.

## ESRS E2 – Pollution

Continued from previous page

In general, all air pollution categories increased in 2024, as compared to 2023, for the simple reason that our figures from last year only covered Wind Orca and Wind Osprey, and then Wind Scylla and Wind Zaratan for the last week and half of 2023. Wind Peak was also delivered in August

2024, further increasing the gap between 2023 and 2024. Emissions of particulates and volatile organic compounds are expected to increase proportionally to the amount of fuel consumed. This is not the case for sulphur oxides as Wind Zaratan operated the entirety of 2024 outside of an emission cap area, so used fuel with a sulphur content of 0.5% in line with the global cap, as opposed to 0.1% fuel used by the remainder of the fleet. Additionally, NOx increased by a smaller margin than the other pollutant categories as Wind Peak is in compliance with the stricter Tier III NOx requirements for newer vessels.

Cadeler recorded 3 minor spills of hydraulic oils from its vessels in 2024. This is an increase in frequency compared to prior years, but the overall amount released decreased slightly. While all spills are required to be reported as per regulation, none of these exceeded thresholds for fines or required cleanup, and can be defined as minor spills. Nevertheless, Cadeler continues the focus on preventing spills to ensure it meets the target of zero spills in future years.

Pollutant	Unit	2024		2023 <sup>1</sup>		% change
		Emissions to air	Emissions to water	Emissions to air	Emissions to water	
SOx	tonnes	57.1	-	15.6*	-	266.0%
NOx	tonnes	615.1	-	330.6*	-	86.1%
Particulates - PM10	tonnes	20.8	-	8.3	-	149.8%
Particulates - PM2.5	tonnes	17.7	-	7.1	-	149.9%
NMVOCs	tonnes	36.2	-	14.5	-	149.8%
HFC - 404a	kg	27.6	-	-	-	-
HFC - 410a	kg	9.5	-	-	-	-
HFC - 134A	kg	1.8	-	0.5	-	250.0%
HFC- 407C	kg	197.3	-	23.5	-	739.6%
HFC-407F	kg	4.4	-	7.0	-	-37.1%
Uncontained spills	occurrences	-	3.0	-	1.0	200.0%
Oil spills	kg	-	0.6	-	0.8	-22.2%
Microplastics	kg	-	63.6	-	-	-
Copper compounds	kg	-	536.4	-	-	-
Xylene	kg	-	220.9	-	-	-

1. Note that limited assurance does not extend to data from years prior to 2024.

\* SOx and NOx 2023 values are restated due to change of methodology. Please see the methodology section for updated practices. Cadeler has used the same methods for 2024 and the restatements in this report.

# ESRS E2 – Pollution

Continued from previous page

## Methodology

Disclosure Requirement	Methodology
E2-4 - Pollution of air	<p>Air pollutants result from the combustion of fossil fuels during the operation of vessel engines, project equipment not relying on vessel engines, and the use of company cars. Air pollutants included are SO<sub>x</sub>, NO<sub>x</sub>, NMVOCs, refrigerants and particulate matter.</p> <p>When providing information on pollutants, approaches for quantification should be considered in the following order of priority:</p> <ul style="list-style-type: none"> <li>First priority: direct measurement of emissions, effluents or other pollution through the use of recognised continuous monitoring systems</li> <li>Second priority: periodic measurements</li> <li>Third priority: calculation based on site-specific data</li> <li>Fourth priority: calculation based on published pollution factors</li> <li>Fifth priority: estimations</li> </ul> <p>Cadeler does not yet have equipment in place to take direct estimates or measurements for almost all pollutant categories. Cadeler will aim to improve methods for measurements in the coming years.</p> <p>For vessels emissions:            NO<sub>x</sub>: P-class, S-class and Z-class vessels' NO<sub>x</sub> emissions to air are calculated using records for MGO combustion. The O-class vessels use limits from engine emissions test on Wind Orca. The emission factor is applied to the energy data for these vessels.</p>

Disclosure Requirement	Methodology
	<p>For S-Class and Z-Class, Cadeler applies the same value used as from the O-Class engine emissions test, due to similar build year, thus a high likelihood of similar performance. Fuel records are converted to energy before applying the emissions factor, using the O-Class average SFOC in 2024, calculated using the fuel and energy consumption records from those vessels. The P-class vessel is required to comply with Tier 3 emissions standards, resulting in a lower NO<sub>x</sub> emission factor compared to Cadeler's other vessels. As Cadeler has not yet obtained the engine emission test data, calculations are based on the upper limit specified for Tier 3 compliance. Leveraging an operational profile modelled by the Cadeler engineering department for a typical loadout, an average NO<sub>x</sub> emission factor has been calculated to account for various engine types installed on the vessel. We expect to have energy data for the P-Class vessel in future years, as soon as the systems are available from shoreside. For 2024, we converted fuel consumption to energy consumption using the average SFOC of the vessel engines via an operational model provided by Cadeler's engineering team.</p> <p>SO<sub>x</sub>: Cadeler uses MGO with a sulphur content of maximum 0.1% of the fuel weight. The conversion figure from the 4<sup>th</sup> IMO GHG Study (2020), is used as a conversion reference to calculate SO<sub>x</sub> emissions based on the sulphur content of the fuel. For Wind Zaratan, which was operating outside of an emission control zone in 2024, the calculation applies the global maximum sulphur content of 0.5% of fuel weight. Cadeler uses a conservative reporting approach and calculates SO<sub>x</sub> emissions based on the maximum allowable sulphur content of fuel.</p>



# ESRS E2 – Pollution

Continued from previous page

Disclosure Requirement	Methodology
	<p><i>Particulates:</i> Conversion factors from the EMEP/EEA air pollutant emission inventory guidebook 2019 (updated Dec. 2021) are applied to ensure accuracy and consistency with industry standards.</p> <p><i>Non-Methane Volatile Organic Compounds (NMVOCs):</i> Cadeler uses a fuel consumption-based emission factor from EMEP/EEA air pollutant emission inventory guidebook 2019 (updated Dec. 2021).</p> <p><i>Refrigerants:</i> Pollution from refrigerants is calculated by directly reading the quantity of refrigerants topped up in the system. It is assumed that top-ups are generally required due to the need for additional refrigerants, likely as a result of gradual leakage over time. Therefore, the quantity of refrigerants topped up is used as a proxy for the amount leaked. This assumption holds unless the vessel provides a documented record of refrigerant removal from the system.</p> <p>For company cars and other equipment emissions: Emissions from these sources are minimal compared to the vessel sources, so emission categories related to vessel engines were adjusted based on the record of fuel consumed, as a proportion of fuel used for miscellaneous equipment as compared to fuel used for powering vessel engines. This resulted in a very minor adjustment.</p>

Disclosure Requirement	Methodology
E2-4 - Pollution of water	<p>Water pollution from Cadeler's operations may result from the slow disintegration of vessel paints, discharges of greywater, and the potential for direct spills of hydrocarbons or chemicals. Cadeler complies with international maritime organisation requirements to report all spills from vessels to relevant authorities and has a record for all spills in its HSEQ reporting system. Occurrences, quantities and types of pollutants are recorded if spills should occur. Cadeler has no measurements related to pollution from copper, other metals and microplastics from vessel hull paint and greywater discharges, so estimations of pollutant levels are wholly based on available scientific research.</p> <p>The rate of copper emission from vessel paints is based on paint specification, vessel surface area and the rate of paint deterioration. The mass of paint leached from the O-class vessels into the water over its lifetime, was calculated using estimates on original and current paint thickness. This was broken down into an annual rate and the copper concentrations from the paint spec were applied. Whenever material composition was given as a range, the average composition was applied in such cases. For other vessels the exact underwater surface area is unknown, so instead the output was scaled proportionally based on deck space. This process also showed that Xylene surpassed the threshold for reporting, for which the same reasoning for calculating copper compound emission was used, except using the concentration of xylene in vessel paint.</p>

# ESRS E2 – Pollution

Continued from previous page

Disclosure Requirement	Methodology
E2-4 - Microplastics	<p>Microplastic emissions from vessel paints are estimated based on the same method as for copper pollution using the underwater surface area. The concentration of plastics was assumed to be equal to 'hydrocarbons C9' in the paint spec.</p> <p>Microplastic emissions from greywater discharges are estimated using the volume of greywater generated and applying an emission factor per cubic meter. For O-Class vessels, greywater discharge volumes are taken directly from the vessel logbook. For other vessels, greywater discharge is estimated proportionally, based on the O-Class output and adjusted according to deck space. An emission factor was derived from the peer-reviewed paper "Occurrence and characteristics of microplastics in greywater from a research vessel" by Jangh et al., 2024.</p>

## ESRS E5 - Resource use and circular economy

### *Impacts, risks and opportunities management*

#### **E5-1 - Policies related to resource use and circular economy**

Another core element of environmental management on board the vessels is the waste management plan. Cadeler records its total waste production and ensures segregation of waste onboard so that it can be properly managed when offloaded on the quayside.

##### *Waste production and management*

Cadeler previously highlighted the use of single-use plastics, as this is a waste category with elevated potential to negatively affect the marine environment. Cadeler will continue its aim to avoid single-use plastics wherever substitutes can be found and will also expand its attention to all categories of waste. Cadeler intends to place a greater focus on reducing the production of waste from its operations and supply chain and also intends to put more effort into ensuring the recycling and reuse of waste wherever possible. Finally, Cadeler will consider whether improvements require an update to our waste management plan during 2025.

##### *Consider end of life for assets and project equipment*

It is important that Cadeler finds solutions for the eventual recycling and reuse of components from its vessels and the major components used for operations, such as sea fastenings. Cadeler will consider whether a second life can be found for any key components and will investigate how it can ensure that any recycling of its assets is performed in a responsible manner.

Additionally, as we enter the foundation installation space on some contracts, Cadeler expects to gain responsibility for the design and delivery of secondary steel structures that serve as the connection point between offshore wind turbines and the monopiles

on which they are installed. We commit to investigating, alongside our clients, how these structures can be designed and delivered with a lower overall environmental footprint.

The policy regarding climate change applies to all offshore and onshore employees and other individuals contracted to work for Cadeler. The policy is public on our website and posted on Cadeler's intranet for employees. The policy has been developed internally and is approved by the management. Cadeler's Sustainability and Performance department is responsible for implementing the policy throughout the business.

#### **E5-2 - Actions and resources related to resource use and circular economy**

Cadeler's actions related to resources and the circular economy have been focused on our own operations.

Cadeler's standard vessel waste management plan has been updated in 2024 to emphasise our preference for reducing consumption wherever possible and then prioritising the reuse and recycling of materials over disposal. The updated standard is included in the management plan for Wind Peak and will also be applied to all newbuilds and to existing vessels after the next revision (likely in 2025). 2024 is the first year that waste transfer notes from all vessels have been collected to measure our total waste footprint, and all offices wastes have been procured from our waste management providers. This enabled Cadeler to finally understand its baseline and will allow us to start reporting on our progress towards our 2030 reduction target in our next annual report.

##### *Installation of new tap water systems*

Safe drinking water systems were installed on Wind Orca and Wind Osprey in 2023, allowing us to avoid purchasing single use water bottles for offshore operations. Cadeler's newbuild vessels will be delivered with similar systems, and we are currently investigating

## ESRS E5 – Resource use and circular economy

Continued from previous page

the implementation of this type of system on Wind Scylla and Wind Zaratan. These systems are viewed as a core element in our attempt to reduce waste from the vessels and cover a large fraction of our potential single-use plastics footprint. At present, 3 out of 5 operating vessels have safe drinking water systems onboard.

Cadeler intended to make a bigger push on resource use and circularity in 2024, but a sizeable share of our ESG resources were diverted to compliance with EU CSRD and a continued focus on decarbonisation efforts. However, the ambition is to make more impactful changes to performance in 2025 now that a better baseline for our performance has been established.

### Metrics & Targets

#### E5-3 - Targets related to resource use and circular economy

##### Overall improvement target

By 2030, Cadeler aims to reduce waste from its own operations by 50%. It intends to achieve this target by avoiding production of waste where possible and improving our rates of recycling and reusing waste. This target is not required by legislation. 2024 is the first year Cadeler has tracked its full company waste footprint, including waste treatment methods, so 2024 data will be treated as the baseline to improve upon. In 2024, Cadeler had a total 324.6 tonnes of waste directed to disposal, so we aim to direct less than 162 tonnes of waste to disposal by 2030.

Cadeler has yet to define formal targets for resource inflow as per 2024, but acknowledges the importance of setting targets on the matter, as its business activities do have a material resource inflows, as described under ESRS 2 SBM-3. Cadeler will therefore work on establishing formal targets in accordance with our strategy during 2025.

#### E5-5 - Resource outflow

	Unit	2024
<b>Hazardous waste</b>	<b>tonnes</b>	<b>96.5</b>
Preparation for reuse	tonnes	-
Recycling	tonnes	1.8
Other recovery operations	tonnes	-
<b>Diverted from disposal</b>	<b>tonnes</b>	<b>1.8</b>
Incineration	tonnes	10.1
Landfill	tonnes	-
Other disposal operations	tonnes	84.6
<b>Directed to disposal</b>	<b>tonnes</b>	<b>94.7</b>
<b>Non-hazardous waste</b>	<b>tonnes</b>	<b>286.5</b>
Preparation for reuse	tonnes	-
Recycling	tonnes	24.5
Other recovery operations	tonnes	32.1
<b>Diverted from disposal</b>	<b>tonnes</b>	<b>56.6</b>
Incineration	tonnes	38.8
Landfill	tonnes	6.5
Other disposal operations	tonnes	184.6
<b>Directed to disposal</b>	<b>tonnes</b>	<b>229.9</b>
<b>Total waste</b>	<b>tonnes</b>	<b>383.0</b>
Diverted from disposal	%	15.3%
Directed to disposal	%	84.7%

## ESRS E5 – Resource use and circular economy

*Continued from previous page*

Cadeler tracks waste output by both its vessels and its offices. As this is the first year reporting this data, there were some limitations in our datasets that will be worked on in the coming year. First, our vessels segregate waste onboard into more categories than we the standard waste transfer notes provide a record for.

One example is that our vessels have various categories of hazardous waste that are managed properly and delivered onshore in hazardous waste containers, but the waste transfer notes we receive from onshore waste management providers tend to categorize this data under 'operational waste' along with other waste streams that may not be hazardous. For the reporting year, Cadeler has taken the conservative approach and classified all operational waste as 'hazardous' as the category includes potentially hazardous waste. In the future, Cadeler will aim to acquire data from its vessels with more reporting categories to ensure better data quality.

In assessing how waste has been treated, Cadeler has not been able to track down statements from every port an garbage management service provider regarding waste treatment methods implemented. Waste has only been claimed to be 'diverted from disposal' where we have documentation that waste has been treated as such. It is likely that more waste than the reported amount has been diverted from disposal, but Cadeler will not make that claim until we can gather documentation.

Cadeler aims to improve its contact with the waste management providers in our value chain, so that we are able to present fuller records in the future and so that we can assess how we can divert more waste from disposal.



# ESRS E5 - Resource use and circular economy

Continued from previous page

## Methodology

Disclosure Requirement	Methodology
E5-5 - Resource outflow	<p>Data is collected through external data from waste handlers and waste transfer notes from vessels. Data for Copenhagen and Great Yarmouth main offices was available, including information related to waste treatment. None of the smaller offices were able to provide information. An adjustment factor, proportional to headcount, was added to the overall office waste records to account for the potential footprint across Cadeler's smaller offices located in Denmark, Japan, Taiwan and US.</p> <p>In general, we rely heavily on data from certain external waste handlers. Cadeler will not report on anything that cannot be documented as diverted from disposal. Hence, the number will be lower than the amount that is diverted in reality due to this conservative approach. Additional uncertainty arises in the data due to the conversion of some data inputs from litres and m3 to tonnes. Cadeler used conversion factors published by the US Environmental Protection Agency.</p> <p>The amount of total waste generated that is handled as 1) recycled, 2) preparation for re-use and 3) other recovery operations by the external waste handlers is based on information obtained from the waste handlers (contacted individually). For solid waste categories, Cadeler records various categories. Any categorized as hazardous, such as electronics, are also recorded as hazardous. Additionally, operational wastes are categorized as hazardous for this purpose as the category can include hazardous wastes, but there is currently not a consistent record of what percentage of operational wastes are also hazardous.</p>

# Social



# ESRS S1 - Own workforce

## Strategy

### ESRS 2 SBM-3 – Material impacts, risks and opportunities and their interaction with strategy and business model

People are at the heart of Cadeler’s priorities, driving the company’s success. Cadeler believes in operating in a way that fosters a safe, diverse, inclusive and equitable work-place environment for its employees, while driving a positive impact beyond Cadeler.

Due to the nature of offshore operations, there is an elevated risk for impacts on health and safety of Cadeler’s workforce. As a result, the highest priority for Cadeler remains the health and safety of the people on board its vessels and in its offices. Cadeler continuously works to improve health and safety processes, ensuring its employees and project partners have a secure workspace in offices as well as at sea. After the merger between Eneti and Cadeler, the focus on health and safety is even higher, as Cadeler aims to ensure the same standards are reached on every vessel in its fleet, that best practices from both legacy companies are implemented, and that the entire organisation speaks the same language when it comes to safety.

Moving forward, the approach at Cadeler is to continuously develop, follow and improve its HSEQ processes using a risk-based approach when conducting our activities; nurture a culture of continuous improvement focused on learning from activities, successes, failures, incidents and observations; empower all people to challenge and stop unsafe acts, conditions and behaviours; and prioritise working with contractors and suppliers that have similar HSEQ ambitions and goals to Cadeler.

While safety remains paramount, Cadeler is also dedicated to providing high standards of well-being for its employees various ways and aims to provide a fair and encouraging place of work. Cadeler aims to achieve this by having a high level of commitment to respecting human rights, ensuring labour rights, continuous investment in training, health programs, employee relations and a culture of accountability when it comes to protecting the Cadeler workforce.

Due to the nature of Cadeler’s own operations, it has not identified any material impacts on its own workforce directly related to the company transition plans for decarbonisation and reducing negative impacts on the environment.

## Impacts, risks and opportunities management

### S1-1 Policies related to own workforce

#### Working conditions

Cadeler operates with the objectives of ensuring safety at sea, preventing human injury and loss of life, and avoiding adverse impacts on the environment. The safety management objectives of Cadeler remain focused on defining safe practices for vessel operations by controlling all identified risks to the Company’s ships, personnel and the environment, and establishing appropriate safeguards. Cadeler’s commitment to ensuring employee health and safety are articulated in our 1) Code of Conduct, 2) Health, Safety, Environment and Quality Policy, and 3) Human Rights Policy. These policies build upon and align with internationally recognised frameworks (ILO, UN Global Compact).



## ESRS S1 – Own workforce

*Continued from previous page*

Cadeler believes all employees contribute towards the maintenance of a safe working environment and operates an intervention policy. Every person at a Cadeler worksite has the authority and the responsibility to intervene in any job, activity or scenario whenever there is a concern for safety. Concerns can be raised through the channels described in G1-1. Cadeler is committed to doing its best to safeguard the health and safety of its employees. Cadeler requires all persons and third parties present at our workplaces worldwide to observe all applicable legal requirements relating to occupational health and safety standards.

Another cornerstone for improving employee working conditions is to guarantee the right to freedom of association. This includes the right of employees to join or form groups, such as unions, and to collectively advocate for shared interests. At Cadeler, this freedom allows employees to join labour unions or professional associations to represent their rights, negotiate better working conditions and fair wages, and to promote workplace safety.

Cadeler's policies on working conditions apply to all employees and contractors, both onshore and offshore.

### *Equal treatment and opportunities for all*

Cadeler is committed to fostering a diverse and inclusive workplace, and has a policy underscoring this commitment, emphasising equal opportunities for all employees to succeed and acknowledging that people start from different places. Cadeler views diversity as more than a commitment – it is a cornerstone of our success. By actively promoting equality, the Company fosters an environment enriched by diverse perspectives, including race, gender, sexual orientation, religion, age, national origin and more. Recognising that these unique qualities drive innovation and growth, the Company emphasises

diversity, equity and inclusion as essential for thriving in a global market and advancing social sustainability. This policy extends to all employees and contractors, with encouragement for business partners to uphold similar values. To understand progress and continually improve working conditions for employees, Cadeler tracks workforce data including management levels, workplace locations, contract types and diversity metrics like gender.

One of the ways Cadeler fosters a positive work environment is by committing to act as an equal opportunity employer and cultivating a diverse and inclusive environment fostering a sense of belonging. Cadeler recognises that all employees are unique and valuable, and Cadeler respects everyone for their individual abilities and qualities. Cadeler sees Diversity, Equity & Inclusion (DEI) as an integral part of its culture and identity, and Cadeler celebrates being a multi-national, multi-cultural and LGBTQ+ embracing organisation.

In developing its approach to its employees, Cadeler has considered the following potential identities that may distinguish the specific needs of people within our workforce. The characteristics considered includes but are not limited to race, ethnicity, nationality, gender/gender identity, sexual orientation, age, political and religious beliefs, physical abilities, and socioeconomic, marital or pregnancy (including maternity or paternity) status.

Cadeler is unwavering in its commitment to treating all individuals with dignity and respect, fostering a workplace that champions diversity and inclusion while opposing any form of discrimination or harassment. This also means that employees are expected to treat each other with respect and contribute to a positive work environment.

## ESRS S1 – Own workforce

*Continued from previous page*

Cadeler believes that everyone has the right to work in an environment that contributes positively to employees' health, psychological safety and well-being. This ambition includes fostering a safe, inclusive workplace where all individuals can work without facing discrimination, harassment or bullying.

Cadeler aims at an inclusive workplace with zero tolerance for discrimination, harassment or bullying and has a policy underscoring this focus. The policy underlines that it is the responsibility of employees to foster a supportive work culture. Employees are expected to foster a positive and respectful work environment, engaging constructively with colleagues and refraining from harmful behaviours. Those who witness or experience discrimination or harassment are urged to report incidents through Cadeler's confidential channels or other appropriate means.

Cadeler expects its employees, officers and directors to act with courtesy and respect in all interactions, fostering a positive, inclusive and constructive workplace culture. This includes engaging thoughtfully with colleagues, avoiding harmful behaviours, and complying fully with employment laws, including prohibitions on discrimination, harassment, child labour, and forced labour. Any unacceptable conduct should be reported to line managers or business unit heads. In cases of unwanted behaviour, Cadeler is committed to addressing all reports seriously and ensuring confidentiality. Records of reports and outcomes are stored securely and confidentially. Consistent enforcement of the policy is essential, with timely and thorough investigations for both reporters and respondents. Support and appropriate workplace accommodations will be provided for those affected by incidents of discrimination, harassment or bullying.

### *Other work-related rights*

Cadeler respects the privacy and personal data of all individuals, including our employees and those we do business with, and is committed to complying with global data protection and privacy laws and regulations, including the EU General Data Protection Regulation (GDPR). Cadeler's personal data & privacy policy applies to all offshore and onshore employees, individual contractors who work for Cadeler and any persons who process personal data on behalf of Cadeler.

he outlined policies apply to all offshore and onshore employees and other individuals contracted to work for Cadeler. The policies are made available to all employees and are required reading at the commencement of employment. The policies are approved by the management, and have a designated department responsible for implementing the policies.

### **S1-2 Processes for engaging with own workforce and workers' representatives about impacts**

Engaging with Cadeler's own workforce is a central aspect of identifying and developing initiatives and tools to improve working conditions for the workforce in Cadeler. Several processes have been implemented to engage with employees about impacts.

Engagement takes place at an organizational level through various channels, including virtual platforms, Workplace Assessments, committees and ongoing feedback between employees and managers. While some channels are open on a yearly basis, e.g. Written Workplace Assessment (APV in Danish), other channels are open throughout the year.

## ESRS S1 – Own workforce

*Continued from previous page*

Cadeler has launched an updated employee handbook for onshore colleagues, and a handbook will be launched for offshore colleagues next year (2025). The handbook outlines our expectations of employees as well as the formal rules that apply to employees in a number of essential areas. The scope of the handbook is to provide information as well as rules and guidelines related to a wide range of topics and areas (including information about the organisation, safety-related information, Cadeler care programme, development and policies, and Speak Up! channels) that Cadeler's employees may encounter in their day-to-day work. For information on Cadeler's confidential reporting channels (Speak Up!), see section G1-1.

There are a number of HSEQ-focused initiatives that improve worker representation and visibility to management and also enhance our focus on safety culture. These activities are designed to impact safety performance in a positive way. They include safety representatives elected from among the O-class and P-class workforce, safety coaches appointed by the company onboard S- and Z-class vessels, quarterly meetings with the COO and Head of HSEQ, OHS meetings, and the Speak Up! and Well-being hotlines.

Cadeler has also established an Occupational Health & Safety Committee for all office employees around the globe. Any inquiries, suggestions or good ideas with regards to safety or the work environment are always encouraged at Cadeler and can be discussed with both leadership representatives and employee representatives. Onboard our vessels, safety representatives and safety coaches are available should employees have any questions related to safety and the work environment.

### **S1-3 Processes to remediate negative impacts and channels for own workforce to raise concerns and processes for engaging with own workforce and workers' representatives about impacts**

Acknowledging the risk of negative impacts, Cadeler has established processes to address them, including channels for its workforce to raise concerns and partnerships with unions to stay informed about such issues and incidents. Cadeler's confidential reporting channel, including related awareness and communication activities, is further described in section G1-1, Business Conduct. In response to any concerns raised, targeted remedy measures will be developed and implemented.

As referenced in S1-2, Cadeler performs a recurring Workplace Assessment. These not only seek to gain feedback on the physical parameters of a safe work environment, but also gather feedback on parameters influencing the mental/psychological safety of Cadeler's employees across locations. The assessment is conducted every three years as required by law or when significant changes occur and enables the remediation of any negative impacts by creating awareness of them and allowing for the development of targeted initiatives. To ensure coverage of perspectives from the entire workforce, the assessment is distributed to every employee on a recurring basis, both onshore and offshore. In 2023, offshore employees on Wind Orca and Wind Osprey were requested to participate. The intention is to get feedback from seafarers on Wind Scylla, Wind Zaratan and Wind Peak in the coming year.

There are also annual appraisals held for all offshore employees as well as a continuous dialogue between line managers and employees around employee development and well-being. All leaders are encouraged to regularly check in with their team to share insights, concerns and identify any potential negative impacts. At the team level, the leader is encouraged to continually track the progress of team initiatives set out in the OKR framework (Company goal setting framework), noting that this framework. Leaders

## ESRS S1 – Own workforce

*Continued from previous page*

should also provide ongoing feedback to team members to ensure close collaboration and well-being across the team, and are also encouraged to regularly check in with their team members on an individual basis. This can be to define and track how the individual member contributes to the success of the team and the Company. Additionally, this should be an opportunity to check in on well-being and discuss development opportunities for the individual.

Cadeler is committed to addressing all reports seriously and to ensuring confidentiality. Records of reports and outcomes are stored securely and confidentially. Consistent enforcement of the policy is essential, with timely and thorough investigations for both reporters and respondents. Support and appropriate workplace accommodations will be provided for those involved in incidents of discrimination, harassment or bullying.

Cadeler aims to foster a safe and inclusive workplace by promoting a positive culture, holding employees accountable, investing in initiatives, and training employees to handle these issues empathetically and objectively.

Finally, Cadeler has a strong focus on collaboration with unions, as they also constitute a central stakeholder with which employees can raise any concerns. Most offshore employees are employed under collective bargaining agreements which – together with local laws & internal rules – secure the rights and working conditions of our employees. We have an ongoing dialogue with union representatives onboard our vessels to find common and sustainable solutions to topics like cooperation, development, work environment and health & safety.

Regardless of the channel used for providing feedback to Cadeler, employees are informed about the process and informed of their rights when raising concerns.

Cadeler's does not yet have a universal response for providing remedy should incidents occur, instead, it currently handles incidents on a case by case basis. To work with this approach, Cadeler ensures it has the resources available to investigate and act upon any incidents raised. Cadeler has employed an Ethics and Compliance Manager to address concerns and prevent future incidents. Cadeler's onshore and maritime (offshore) HR departments, comprising 19 full-time employees, are also responsible for ensuring employee safety and well-being whenever such incidents occur.

### **S1-4 Taking action on material impacts on own workforce, and approaches to managing material risks and pursuing material opportunities related to own workforce, and effectiveness of those actions**

#### *Working conditions*

Cadeler's number one priority remains the health and safety of the people on board its vessels and in its offices. We believe that all incidents are preventable and that everyone should leave Cadeler worksites in the same or better condition

than when they arrived. Consequently, the Company continuously works to improve its health and safety processes, ensuring its employees and project partners have a secure workspace. However, even the best procedures and compliance with all requirements are not always enough to create a healthy and safe environment. Consequently, we need to push beyond compliance with industry safety standards and instil a culture of safety which drives the behaviour and attitude of each and every individual to improve health & safety performance.

# ESRS S1 – Own workforce

Continued from previous page

Cadeler believes all employees contribute towards the maintenance of a safe working environment and operates an intervention policy. Every person at a Cadeler worksite has the authority and the responsibility to intervene in any job, activity or scenario whenever there is a concern for safety. A culture of safety is cultivated by Cadeler's four Safety Leadership Principles, which emphasise that at Cadeler we are all safety ambassadors and which promote:

- Influence – I take ownership of my own safety, I look out for colleagues, clients and contractors and help them to stay safe, I promote a good feedback culture, I share experience, knowledge and best practice
- Intervention – I stop the work if the task deviates from the plan, I intervene if I see any unsafe conditions or acts, I appreciate it if someone intervenes in the way I perform my work, I promote an open culture where a mistake is a learning opportunity
- Improvement – I take ownership of the implementation of improvements, I look and think ahead, I use learnings from similar tasks, I report improvement proposals
- Insight – I understand the risks associated with the job and act accordingly, I ensure that risk assessment is part of any work process, I ask when in doubt, I continuously search for safety improvements Cadeler's safety management system promotes safe operations by ensuring compliance with the mandatory rules and regulations of relevant international jurisdictions and flag state legislation.

DNV and Lloyds Register have audited and certified that Cadeler's systems, processes and operations comply with the requirements of ISO 9001/14001/45001. The relevant flag states, or entities authorised by them, have issued a 'Document of Compliance' verifying that Cadeler operates vessels in compliance with ISM code requirements. Cadeler continues to improve and customise its management

system so that it better meets the unique needs of its business, providing operations as a transportation and installation contractor. Since the combination with Eneti in Dec 2023, Cadeler has operated on separate systems, but in 2024 we have been working to integrate management systems and merge KPI reporting.

Cadeler leverages insights from engagement processes (S1-2) and the Written Risk Assessment (APV in Danish) to identify emerging risks and develop tailored action plans to mitigate them. Recognising that risks vary across geographies, onshore and offshore workplaces, and over time, Cadeler emphasises localised solutions to address specific challenges. The company is committed to developing, implementing and continuously improving HSEQ processes using a risk-based approach. By fostering a culture of learning from experiences, incidents and observations, and empowering individuals to challenge unsafe practices, Cadeler ensures safety and quality remain paramount. Additionally, Cadeler prioritises collaboration with contractors and suppliers who share its HSEQ values and ambitions.

In addition, Cadeler prioritises the day-to-day health and well-being of its employees, aiming for them to leave work in better condition than when they arrived. These efforts reflect Cadeler's commitment to fostering a healthy, balanced and supportive work environment:

## ESRS S1 – Own workforce

Continued from previous page

- **Health and Fitness:** On-site employee gyms (where possible) allow workouts during work hours, provided this does not interfere with tasks or meetings.
- **Health Check-ups:** Offshore employees undergo mandatory health checks, while onshore employees are offered well-being assessments and extensive medical examinations with specialists.
- **Private Healthcare Insurance:** Onshore employees are covered, and plans for offshore employees are underway. We are currently working on establishing private healthcare insurance for all offshore employees.
- **Life in Balance Programme:** A 2024 initiative offering five seminars on topics like sleep, nutrition and meditation, promoting physical and mental health.
- **Well-being hotline:** all employees have access to a well-being hotline where they can address health- and wellbeing concerns to a third party professional.

Cadeler strongly believes in flexibility in its employee's work and life. For offshore employees, the Company does all it can to support personal wishes so its employees can take part in life's important events. For onshore employees, Cadeler has a work from home policy, allowing people to accommodate work and life. Cadeler also supports families with an accommodating parental care policy. Onshore, the parental care policy goes above and beyond the statutory laws & regulations to help employees lead a balanced life with their family.

### *Equal treatment and opportunities for all*

Cadeler strives to prevent, mitigate or remediate adverse human rights impacts that our business operations may cause or contribute to, while also being committed to fostering a diverse and inclusive workplace, emphasising equal opportunities for all employees.

As an equal opportunity employer, Cadeler is dedicated to fostering a supportive, inclusive and growth-oriented workplace. To ensure fair career development opportunities, the company has established systems that facilitate internal mobility and clearly defined offshore career paths. A key initiative supporting this commitment onshore is "The Cadeler Position Turbine," a transparent title structure that outlines professional levels and their associated qualifications.

Cadeler conducts annual employee reviews during which leaders gather feedback about each employee from colleagues to gain a broader perspective and mitigate potential biases. This feedback is used to provide constructive input and to identify candidates for change of roles.

In 2024, Cadeler achieved in transiting numerous onshore employees to new roles within the company, while offshore roles saw significant internal rotation. Cadeler supports employees in developing their professional competencies and skillsets by supporting employees in taking on new roles within the organisation. Cadeler believes that employees develop through being offered challenging tasks and sufficient training (e.g. vessel courses and competency-based learning). Additional support includes external education and professional memberships. Related to this point, in 2024, all onshore leaders participated in workshops on change management, feedback and self-reflection.

## ESRS S1 – Own workforce

*Continued from previous page*

Additionally, 15 leaders (33%) enrolled in formal leadership programmes to enhance their skills and better support their teams.

When recruiting new employees, Cadeler ensures a transparent process where all candidates follow the same recruitment procedure. Expectations for the role are clearly outlined in the job description, and all candidates are selected based on their professional qualifications for the position. Cadeler is committed to creating a diverse, inclusive and supportive workplace where all individuals are treated with respect and dignity. Cadeler maintains a zero-tolerance approach to discrimination, harassment and bullying, emphasising the psychological safety, health, and well-being of all employees. These principles apply to employees, contractors and business partners, who are encouraged to uphold similar standards.

Finally, with the assistance of a specialist third party consultancy, in 2024, Cadeler undertook an organisation-wide Human Rights Impact Assessment to review, understand and mitigate salient risks and impacts to workers and other persons across Cadeler's business as and value chain. The results of this assessment will feed into Cadeler's future improvement plans relating to its own workforce.

### *Other work-related rights*

As per section 99d of the Danish Financial Statements Act, Cadeler as a listed company is obliged to disclose its policy on data ethics. Cadeler complies with all relevant laws and regulations concerning data privacy, confidentiality and cyber security. Cadeler is committed to ensuring the security, privacy and proper handling of information by adhering to all relevant laws and regulations governing the creation, storage, dissemination and destruction of information. Regular training is provided to employees handling sensitive information, enhancing their awareness of information and cyber security.

Information is classified based on its importance, the risk of wrongful disclosure and the potential business impact of such disclosure. All information is used solely for its intended business purposes, disclosed only to authorised individuals, and handled with care when shared with third parties. Highly sensitive information is encrypted before transmission to ensure its security.

Business owners of information are held accountable for its protection, and regular risk assessments are conducted to identify and address information and cyber security risks, especially during system or process changes. These assessments follow industry best practices and Cadeler's risk management guidelines.

To ensure secure disposal, sensitive information is destroyed in a way that prevents reconstitution, whether on paper, digital devices or storage media. Physical access to premises is controlled to minimise unauthorised access or removal of sensitive information, and sensitive information is sent exclusively through corporate-authorised email systems. Mobile devices containing sensitive information or accessing corporate networks are secured to prevent unauthorised data leakage. Similarly, all computers and IT equipment are protected against unauthorised access. Strong controls are in place to protect personal data and ensure compliance with applicable laws and regulations, reflecting Cadeler's commitment to data privacy and security.

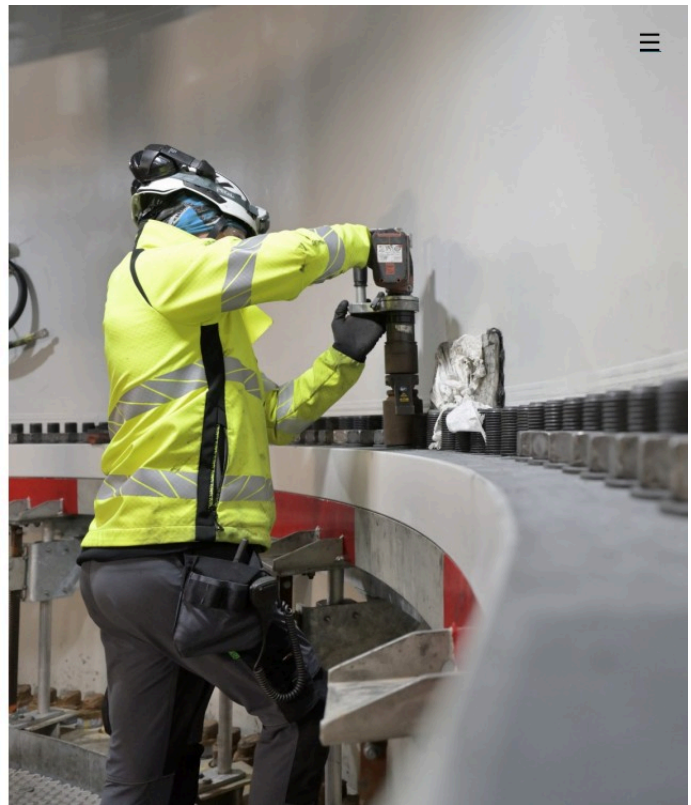
## ESRS S1 – Own workforce

*Continued from previous page*

The following principles form the basis for Cadeler's responsible handling of data and support and inform our security and personal data policies and procedures:

- **Transparency:** We aim for transparency in all aspects of how we handle data, including ensuring individuals know how their data is used and for what purpose.
- **Respect:** We respect the rights of all our employees and those we do business with to make informed data choices and are committed to complying with all applicable legal and privacy requirements.
- **Security:** We seek to protect the confidentiality, integrity and availability of Cadeler's digital assets and data in compliance with relevant laws and industry-specific standards.

This Policy is subject to annual review and approval by Cadeler's Senior Leadership Team.





# ESRS S1 – Own workforce

Continued from previous page

## Metrics & Targets

### S1-5 - Targets related to managing material negative impacts, advancing positive impacts, and managing material risks and opportunities

#### Working conditions

Cadeler's top priority is the safe execution of all activities. The ultimate target for employees' health and safety is zero harm, meaning that no incidents or accidents take place while working for Cadeler – this includes both onshore and offshore employees.

The safety management objectives of Cadeler remain focused on defining safe practices for vessel operations by controlling all identified risks to the Company's ships, personnel and the environment, and establishing appropriate safeguards.

We believe that all incidents are preventable and that everyone should leave Cadeler worksites in the same or better condition than when they arrived. Achieving our zero-harm goal is a milestone, not an endpoint, as continued improvement has to be made to achieve zero-harm year after year. Health and safety remain top priorities, evolving in scope alongside the Company's growth and adapting to the dynamic risk landscape shaped by societal and technological advancements.

Even though Cadeler has a zero-harm goal in place and action plans aimed at preventing human injury and loss of life, Cadeler recognises a remaining risk for accidents and incidents. For this reason, Cadeler's approach is to continue to develop, follow and improve its HSEQ processes; use a risk-based approach when conducting our activities; nurture a culture of continuous improvement where we learn from activities, successes, failures, incidents and observations; empower all people to challenge and stop unsafe acts,

conditions, and behaviours; prioritise working with contractors and suppliers that have similar HSEQ ambitions and goals to Cadeler.

Cadeler's own workforce has not been directly involved in setting the zero harm target, as this remains a management-level responsibility. However, they are indirectly engaged in tracking performance through observation cards and participation in safety meetings, allowing them to help identifying potential improvements. Additionally, a workplace assessment has been conducted on the O-class, with the aim of extending this assessment to Cadeler's remaining fleets in the future.

#### Equal treatment and opportunities for all

While Cadeler is an equal opportunity employer and fosters a diverse and inclusive environment, the company has not set specific targets or KPIs for workforce diversity, either onshore or offshore, but always aims to recruit the best candidate for the role, regardless of their identity. Cadeler encourages interested applicants regardless of race, gender, sexual orientation, religion, age or any other characteristics to apply for vacancies. Cadeler is committed to treating all individuals with dignity and respect, fostering a workplace that champions diversity and inclusion while opposing any form of discrimination or harassment.

Cadeler acknowledges that the maritime industry has an uneven gender balance. The candidate pool recruited from, especially for offshore positions, has more representation from men. The approach to working with this imbalance is to recognize that gender distribution begins as early as school, so Cadeler has implemented initiatives to enhance recruitment efforts. For example, the Company maintains a strong presence at universities in the UK and plans to collaborate with Denmark's Technical University (DTU) in 2025, as well as universities in France, Italy and the Netherlands. The ultimate goal is to inspire

# ESRS S1 – Own workforce

Continued from previous page

students from all backgrounds—regardless of race, gender, sexual orientation, religion, age, national origin, or other characteristics—to consider career opportunities in the maritime sector, specifically at Cadeler.

### Other work-related rights

Cadeler is committed to handling data responsibly. Whilst we seek to harness the benefits that new technology and data usages bring, we will always respect and uphold the fundamental rights of all our employees and stakeholders. As a starting point, Cadeler has developed training sessions with the ambition that all employees will complete the training. The purpose is to ensure that all employees are informed about the data privacy responsibilities they carry when working at Cadeler and also which policies and responsibilities apply to Cadeler as an organisation working under Danish law.

Besides providing employees with information on policies, the training will also be used to identify relevant targets for data privacy in Cadeler. In other words, to identify a risk profile for Cadeler, including data on leaks, relevant departments or employees for

training, and similar. After developing the risk profile, the relevant targets will be defined and followed by corresponding action plans to mitigate potential risks.

### S1-6 - Characteristics of the undertaking's employees

Given the nature of our services and the industry that Cadeler operates in, the tables showing the number of employees, diversity, gender distribution, etc. are broken down into onshore and offshore segments.

Cadeler are proud of having, what we believe to be, a very international workforce both in terms of our locations and the nationalities represented across our different locations. While the vast majority of our workforce is situated in Denmark and United Kingdom, Cadeler also has employees located in our offices in Japan, Taiwan and US. These employees are disclosed under 'Other' in the table below.

	Denmark		United Kingdom		Other		Total
	Onshore	Offshore	Onshore	Offshore	Onshore	Offshore	
Number of Employees [Head Count]	169	248	73	154	15	-	659
Number of permanent employees [Head Count]	166	229	67	151	8	-	621
Number of temporary Employees [Head Count]	-	19	2	3	-	-	24
Number of non-guaranteed hours employees [Head Count]	3	-	4	-	7	-	14

# ESRS S1 – Own workforce

Continued from previous page

## S1-9 - Diversity metrics

Although Cadeler strives to ensure diversity, there remains a gender imbalance, with 543 male employees and 116 female employees in the workforce by the end of the 2024.

Cadeler hopes that its initiatives and diversity policies will favour our future representation on these metrics, fostering more gender diversity across both our onshore and offshore business activities.

	Male		Female		Total
	Onshore	Offshore	Onshore	Offshore	
Number of Employees [Head Count]	157	386	100	16	<b>659</b>
Number of permanent employees [Head Count]	145	367	96	13	<b>621</b>
Number of temporary employees [Head Count]	1	19	1	3	<b>24</b>
Number of non-guaranteed hours employees [Head Count]	11	-	3	-	<b>14</b>

In terms of age diversity, the majority of employees across Cadeler fall within the age group of 30 to 50 years. For onshore roles, the age groups under 30 and over 50 are equally represented, whereas offshore roles have the smallest proportion of employees in the under 30 age group.

Age	Onshore	Offshore	Number of Employees
		56	26
Below 30 years [Head Count]	(21.8%)	(6.5%)	(12.4%)
Between 30 and 50 years [Head Count]	145	264	409
	(56.4%)	(65.7%)	(62.1%)
	56	112	168
Above 50 years [Head Count]	(21.8%)	(27.9%)	(25.5%)

Cadeler's Diversity, Equity & Inclusion Policy, outlines and guides the company's active support and embracement of a diverse and inclusive organization, building on a firm commitment to equal opportunities for all. This commitment includes prioritizing diversity and inclusion across all levels of the organization, including the Senior Leadership Team, where in 2024 women represented a 30% of the total composition. In addition to gender diversity and in accordance with §107d of the Danish Financial Statements Act, Cadeler considers factors such as age, nationality or professional and educational background in our approach to higher inclusivity at Board of Directors and Executive Management level. Details can be found in pages 35-38 from the Corporate Governance section.

	Total	%
Male	7	70.0%
Female	3	30.0%
Senior Leadership Team	10	100.0%

# ESRS S1 – Own workforce

Continued from previous page

## S1-14 - Health and safety metrics

Cadeler's biggest priority remains the health and safety of our entire workforce. Cadeler is ISO-45001 certified, meaning that all employees including onshore and offshore workers are covered by the integrated management system.

In 2024 no fatalities occurred among Cadeler's workforce or other workers operating on Cadeler-controlled sites, reflecting the effectiveness of our health and safety measures and our commitment to a safe working environment.

There were 3 total recordable incidents for the year, resulting in a Total Recordable Incident Frequency (TRIF) of 2.43. Lost-time incidents were 1, leading to 101 days lost due to work-related injuries and an overall Lost Time Incident Frequency (LTIF) of 0.81.

	2024	2023 <sup>1</sup>	%change
Percentage of people in our workforce covered by health and safety management system	100%	100%	0%
Number of fatalities in our workforce as result of work-related injuries and work-related ill health	0	0	0%
Number of fatalities as result of work-related injuries and work-related ill health of other workers working on Cadeler-controlled sites	0	0	0%
Total recordable incidents	3	1	200%
Total recordable incident frequency (TRIF) - incidents per million hours worked	2.43	1.75	39%
Number of lost-time incidents	1	1	0%
Number of days lost to work-related injuries	101	31	226%
Lost time incident frequency (LTIF) - lost time incidents per million hours worked	0.81	1.75	-54%
Total person working hours	1,234,903	570,700	116%

1. Note that limited assurance does not extend to data from years prior to 2024.

# ESRS S1 – Own workforce

Continued from previous page

## S1-17 - Incidents, complaints and severe human rights impacts

Cadeler received 10 complaints of various character during 2024 through our channels to raise concern. There were no reported incidents of discrimination, nor were any fines, penalties, or compensation issued in relation to such cases. Similarly, no complaints were, to the best of our knowledge, filed with the National Contact Points.

No severe human rights issues or instances of non-compliance with the UN Guiding Principles and OECD Guidelines for Multinational Enterprises were identified. As a result, there were no fines, penalties, or compensation related to these matters.

Although Cadeler does everything it can to foster an open culture, it acknowledge that a number of cases might never be reported through Cadeler's channels, and thus, the disclosed numbers might be understated.

	2024
Number of incidents of discrimination [cases]	0
Number of complaints filed through channels for people in own workforce to raise concerns [cases]	10
Number of complaints filed to National Contact Points for OECD multinational enterprises	0
Total amount paid in fines, penalties and compensation for damages result of incidents of discrimination [monetary]	0
Number of severe human rights issues and incidents connected to own workforce [cases]	0
Of which are cases of non-respect of UNGPs and OECD guidelines	0
Total amount paid in fines, penalties and compensation for severe human rights issues and incidents connected to own workforce [monetary]	0

# ESRS S1 – Own workforce

Continued from previous page

## Methodology

Disclosure Requirement	Methodology
<p>S1-6: Characteristics of the undertaking's employees</p>	<p>Cadeler defines gender by distinguishing between male and female in the context of this calculation, due to the available data structure. The reported head count represents the total number of employees on the payroll at year-end. The allocation of employees by country relies on the following principles: <i>Onshore employees</i> are assigned to a country based on the contract rather than where they are geographical located. Thus, an employee working under a contract, such as a Danish contract, but physically located at another geographical location, will be included in the headcount in Denmark due to the origin of the contract. <i>Offshore employees</i> are categorised differently, as they are on the vessels: for Danish-flagged vessels, all crew members are allocated to Denmark, as the entire crew operates under Danish contracts. For other vessels, where crew members are employed under multiple contracts associated with different jurisdictions, it is not feasible to assign them to a specific country. As a result, these employees are grouped under the category "Other". This methodology ensures a consistent approach to reporting onshore and offshore head count distribution.</p> <p>Cadeler distinguishes between three different types of contracts:  <i>Permanent employees</i> are defined as long-term employees on contracts of indefinite duration. <i>Temporary employees</i> are employees on a time-limited contract. Offshore temporary contracts cover all employees apart from the regular crew, due to shorter projects or unexpected circumstances. Onshore, temporary contracts cover limited periods (e.g. six months). <i>Non-guaranteed hours employees</i> include only onshore employees on flexible contracts, as offshore employees work exclusively under defined terms.</p>

Disclosure Requirement	Methodology
<p>S1-9: Diversity metrics</p>	<p>Top management level is defined as the Senior Leadership Team, including the CEO, CFO, Executive Vice Presidents and Senior Vice Presidents. The age count is based on the age distribution of the workforce at 31/12 (year-end).</p>
<p>S1-14: Health and safety metrics</p>	<p>Cadeler is covered by ISO-45001. Therefore, 100% of the workforce is covered by our Health and Safety System. The number of recordable work-related accidents is defined as accidents which occurred on the job. The categories includes fatalities, Lost Time Injury, medical treatment cases and restricted work cases. The number of days lost to work-related injuries are collected by linking payroll data to known work-related injuries.</p>
<p>S1-17: Incidents, complaints and severe human rights impacts</p>	<p>The number of incidents of discrimination and harassment refers to cases classified under the following categories defined in our confidential reporting channel (Speak Up!):  <i>Discrimination and Harassment:</i> Uninvited and unwelcome verbal or physical conduct directed at an employee because of his or her gender, religion, ethnicity or beliefs (examples include bias in hiring, bias in assignments, wrongful termination, bias in promotions, bias in educational decisions, unfair compensation, inappropriate language).  <i>Sexual Harassment:</i> The making of unwanted and offensive sexual advances or of sexually offensive remarks or acts, especially by one in a superior or supervisory position or when acquiescence to such behaviour is a condition of continued employment, promotion or satisfactory evaluation.  <i>Retaliation:</i> Verbal, physical or written discriminatory or harassing behaviour toward an individual who has made a good faith report regarding a compliance issue.</p>

## ESRS S2 - Workers in the value chain

### Strategy

#### ESRS 2 SBM-3 - Material impacts, risks and opportunities and their interaction with strategy and business model

To successfully deliver its transportation, installation and maintenance services across various geographies, Cadeler needs to engage and collaborate with the many suppliers and other third parties that provide the required goods and services that support the operation of our assets and execution of our projects. Cadeler's disclosure on workers in the value chain therefore aims to cover impacts and potential material impacts on workers for our tier one suppliers as well as further down the value chain, as related to risk of health and safety incidents and infringements of labour rights and other human rights.

Cadeler has identified the following categories of potentially impacted workers in our value chain:

- Workers in the direct supply chain: for example, shipyard workers, contractors performing services on Cadeler's vessels, workers at companies providing equipment and services for Cadeler, workers at transportation companies. These workers are mostly upstream from Cadeler's business. A smaller number of workers may be considered downstream, i.e. those working for waste management providers or with the decommissioning of project equipment and eventually vessels.
- Workers in the indirect supply chain: for example, workers at companies providing parts and services to Cadeler's direct supply chain.

- Workers in the extended supply chain: for example, workers supporting the extraction of raw resources or the production of energy that is eventually used by Cadeler or its supply chain.

Cadeler views the risk for potential impacts on workers in its supply chains to be related to an elevated risk of workplace accidents in the offshore and construction industries compared to other industries and to potential human and labour rights risks to exist where we have direct and indirect suppliers in certain geographies. Cadeler's strategy to addressing these risks is focused on improving our supply chain management practices.

#### Impacts, risks and opportunities management

#### S2-1 - Policies related to value chain workers

##### Working conditions

Cadeler's Supply Chain Code of Conduct is shared with suppliers across our value chain and informs Cadeler's partners of its expectations related to their environmental, social and governance management practices. It is applicable to all new onshore and offshore suppliers and includes requirements and expectations related to forced and child labour (in accordance with applicable ILO standards); health and safety; non-discrimination; freedom of association and collective bargaining; and grievance mechanisms. Further information on Cadeler's Supply Chain Code is provided in G1-2.

As part of Cadeler's supplier onboarding process, and in accordance with Cadeler's Supply Chain Code of Conduct, suppliers are expected to have in place, or agree to adopt within a reasonable timeframe, health and safety policies and management systems

## ESRS S2 - Workers in the value chain

*Continued from previous page*

designed to reduce work-related injury and illness and promote the general health of employees. Suppliers are requested to ensure that information regarding health and safety systems and standards is made readily available to employees in the appropriate language(s).

Through effective and frequent communication, suppliers should ensure that employees are aware of the suppliers' obligations with regard to site safety and their own obligations with respect to ensuring the safety of themselves and other employees.

As a minimum, suppliers should provide employees reasonable access to potable water and sanitary facilities, fire safety, emergency preparedness and response, industrial hygiene, adequate lightning and ventilation, equipment for prevention of occupational injuries and illness and proper machine safeguarding. Suppliers should also ensure these same standards apply to any dormitory or canteen facilities.

Suppliers should have a policy in place that is aligned with all national and other applicable laws and regulations regarding alcohol and other drug abuse prevention measures, testing for such, and should communicate this appropriately to employees.

Cadeler expects that its suppliers do not use forced, coerced, bonded or indentured, or involuntary labour of any form. All work, including overtime work, shall be of the employee's own free will. Employees should be free to leave employment upon giving reasonable notice. Suppliers should not require employees to hand over government-issued identification papers, passports or work permits as a condition of employment.

All employees must have written contracts that comply with local laws. Suppliers must pay each employee at least the legal minimum wage plus benefits (where applicable) and are encouraged to follow voluntary codes. Suppliers must pay their employees

promptly, providing each with clear, written accounting for every pay period. Wages should be paid regularly, on time and be fair in respect of work performance. Payment should not be made more than one month in arrears and deductions should not be made from employees' pay for disciplinary reasons or to compensate the employer for providing safer work conditions. Working hours must not exceed the legal limit and, where relevant, notification should be given of any particular hazards or risks associated with the work being done. Employees should be properly compensated for overtime according to the law and within legal working hour limits.

Employees should be granted their stipulated annual leave and sick leave without any repercussions and should be able to take their stipulated maternity or paternity leave in accordance with national and local laws.

Cadeler is committed to providing equal opportunities for all. Suppliers shall not discriminate on the basis of race, national or ethnic origin, gender, sexual orientation, religion, disability, age, cultural background, social group, material status, family status or political opinion, or other similar factors. Employees shall be treated with dignity and respect. This should be achieved by providing a workplace in which no employee is subject to any kind of physical, sexual, psychological or verbal harassment or abuse, nor threat of such treatment.

All employees, if any, under the age of 18 must be protected from performing any work that is likely to be hazardous, or likely to interfere with the young person's education, or that may be harmful to the young person's health or safety. Suppliers should also adhere to legitimate workplace apprenticeship programmes and comply with all laws and regulations governing youth labour and apprenticeship programmes. This explicitly includes the requirements of the International Labour Organisation's Minimum Age Convention, 1973



## ESRS S2 - Workers in the value chain

*Continued from previous page*

(No. 138) and Worst Forms of Child Labour Convention, 1999 (No. 182), irrespective of whether they have been ratified by the local country of operation.

Cadeler is committed to creating an environment free of discrimination, harassment and bullying. This means that all employees, including individuals contracted to work for Cadeler, must contribute to the creation of a work culture that is engaging, supportive, and free from negative and harmful behaviours. Also, suppliers are requested to take intentional and thoughtful steps towards having positive engagement with colleagues and refrain from causing intentional harm.

### *Other work-related rights*

Cadeler's Human Rights Policy sets out our commitment to respect the human rights of our employees and those who perform work on behalf of Cadeler. It covers topics including forced and child labour (in accordance with applicable ILO standards), health and safety, non-discrimination, freedom of association and collective bargaining, and grievance mechanisms.

Cadeler's Human Rights Policy explicitly prohibits the use of all forms of modern slavery, including forced or indentured labour, and any form of human trafficking. Cadeler encourages all those it does business with to adhere to similar standards. The approach is based on the principles set out in the International Bill of Human Rights, the UN Guiding Principles on Business and Human Rights, and the International Labour Organization's (ILO) Declaration on Fundamental Principles and Rights at Work.

Cadeler respects the privacy and personal data of all individuals, including our employees and those we do business with, and is committed to complying with global data protection and privacy laws and regulations, including the EU General Data Protection

Regulation (GDPR). Cadeler's policy sets out our requirements for ensuring all personal data is handled by or on behalf of Cadeler in a fair, lawful and transparent way.

The policies are approved by Cadeler management, while a designated department is responsible for implementing each policy.

### **S2-2 - Processes for engaging with value chain workers about impacts**

Cadeler actively seeks to select and work with suppliers that comply with laws and regulations and also go beyond by setting standards that are expected of an industry leader. Cadeler has a strong preference for working with suppliers who share our commitment to honesty and integrity and who seek to integrate principles of sustainable development into all areas of their business.

When collaborating with Cadeler, suppliers need to confirm that they perform their business and organisational activities as per our Supply Chain Code of Conduct, which is the foundation for setting the right framework and values for a positive work environment at Cadeler. Furthermore, the responsible employment manager informs suppliers about their rights and obligations to raise concerns whenever experienced.

Cadeler is committed to safeguarding the health and safety of its employees, those with whom it does business and the communities within which it operates. Cadeler requires all relevant persons and third parties present at Cadeler workplaces worldwide to observe all applicable legal requirements relating to occupational health and safety standards and encourages suppliers it works with to focus on safety management at their own sites.

## ESRS S2 - Workers in the value chain

*Continued from previous page*

### **S2-3 - Processes to remediate negative impacts and channels for value chain workers to raise concerns**

Cadeler has a publicly available, confidential reporting channel (Speak Up!) to raise serious concerns, including those related to potential human rights violations. Cadeler has selected an independent third party, EthicsPoint, to provide this channel. All concerns raised are sent to Cadeler by EthicsPoint on a confidential and anonymous basis, unless anonymity is waived by the person reporting. This channel is available to all Cadeler employees, any person who works on Cadeler's behalf and any person with a relationship to Cadeler, including our clients and suppliers. Further information on Cadeler's reporting channel is provided at G1-1.

Cadeler does not have a standard remediation action for all cases, instead, relevant actions to remediate any incident are determined on a case by case basis. Actions to provide remedy will be defined, if viewed as necessary, after the specific incident reported is examined and analysed in accordance with relevant internal procedures.

In 2024, there were no reported cases concerning potential human rights violations through Cadeler's confidential reporting channel or, to the best of Cadeler's knowledge, through other available channels.

### **S2-4 - Taking action on material impacts on value chain workers, and approaches to managing material risks and pursuing material opportunities related to value chain workers, and effectiveness of those actions**

To help identify Cadeler's material social risks, impacts and opportunities in 2024, Cadeler undertook its first global human rights impact assessment (the "impact assessment") with the assistance of specialist external advisors. This was undertaken in accordance with the expectations set out in the UN Guiding Principles and included:

i) Saliency Mapping: Mapping Cadeler's value chain (from supply chain to wind farm construction, maintenance and decommissioning, as well as direct operations and business relationships) against internationally recognised human rights. This involved a combination of interviews with key internal and external stakeholders and desk-based research to determine the saliency and causal relationship of each human right in terms of potential impact on key rightsholder groups most relevant to Cadeler's business.

ii) Gap Analysis: Determining the degree to which Cadeler's existing set of measures and approach to human rights align with the expectations of the UN Guiding Principles as well as forthcoming European regulatory standards on human rights due diligence. Supplemented by benchmarking against industry peers and leadership companies to identify current management practices, including best practices.

The assessment is in the final stage, with delivery of an impact assessment report to Cadeler in the coming months. Collectively, these findings are being used to inform and develop a proportionate and tailored human rights strategy and implementation roadmap for Cadeler, which the company expects it can share the details of in the next reporting year. Cadeler has allocated resources to implementing an formal action plan.

# ESRS S2 - Workers in the value chain

*Continued from previous page*

Moreover, the assessment will also examine how Cadeler can best integrate appropriate remedy mechanisms to address potential negative impacts within our operations and value chain. Furthermore, we will establish methods to measure the effectiveness of these mechanisms, ensuring continuous improvement and alignment with international standards such as the UN Guiding Principles on Business and Human Rights (UNGPs) and the OECD Guidelines for Multinational Enterprises.

Cadeler is unaware of any severe human rights issues and incidents connected to up-stream and downstream value chain for the reporting year 2024.

### *Metrics & Targets*

#### **S2-5 - Targets related to managing material negative impacts, advancing positive impacts, and managing material risks and opportunities** *Working conditions*

Cadeler has not yet set specific targets related to managing impacts, risks and opportunities for workers in its value chain. The company has had a third party perform a Human Rights Risk assessment in 2024. Cadeler is to receive a list of suggested improvement points from this assessment within Q1 2025. The Company will work to use the suggested improvements from this assessment as guidance in setting targets for improving its performance related to workers' rights in the value chain. Cadeler expects it will be possible to present concrete targets related to this topic within the next reporting year.



# Governance



# ESRS G1 – Business Conduct

## *Impacts, risks and opportunities management*

### **G1-1 - Business conduct policies and corporate culture**

#### *Business conduct policies and corporate culture*

Cadeler's Code of Conduct (the "Code") outlines the principles and guidelines for maintaining ethical business practices and integrity within Cadeler. It sets the values those working for Cadeler are expected to adhere to, including with respect to anti-bribery and corruption; health, safety and environment; and equal opportunities, diversity and respect in the workplace. The Code is publicly available and is mandatory for all onshore and offshore employees, officers and directors of Cadeler. It is reviewed and approved annually by the Board.

The Code is supported by internal policies and procedures which help to further strengthen Cadeler's approach to key areas of business conduct, including inter alia, Health, Safety, Environment & Quality; Anti-bribery & Corruption; Sustainable Development; Human Rights; and Personal Data & Privacy.

#### *Protection of Whistleblowers*

All employees and any person that has a relationship with Cadeler, such as our clients and suppliers, are encouraged to raise concerns whenever they identify activities which are not aligned with Cadeler's values and behaviours. To facilitate this, Cadeler has a publicly available confidential reporting channel (Speak Up!), which provides a framework for concerns to be raised confidentially and without fear of adverse repercussions. This is operated by an independent third party (EthicsPoint) and provides an anonymous and confidential method to raise concerns about serious matters of unethical or improper conduct, including suspected violations of applicable laws and regulations or Cadeler

policies and procedures; discrimination, bullying or harassment of any kind; and environmental, health and safety or human rights concerns.

Cadeler prohibits retaliation of any kind against employees who speak up in good faith, even if it may result in a loss of business. We take every report of potential misconduct seriously and are committed to undertaking all reviews and investigations in an independent, fair and impartial manner.

Information about the confidential reporting hotline is available on our Intranet, through our training materials and on our website. Awareness is also raised amongst employees through the display of posters in shared areas at both onshore and offshore workplaces and, to increase accessibility, a QR code linked to the hotline's webpage is available, encouraging employees to voice concerns whenever necessary. Cadeler's Supply Chain Code of Conduct also refers to the confidential reporting channel, emphasising that value chain workers can raise concerns and seek remediation without fear of retaliation.

### **G1-2 - Management of relationships with suppliers**

In line with its approach to responsible business, Cadeler actively seeks to select and work with suppliers who not only comply with laws and regulations but go beyond by setting standards that are expected of an industry leader. Cadeler has a strong preference for working with suppliers who share our commitment to honesty and integrity and who seek to integrate principles of sustainable development into all areas of their business.

Cadeler commits to paying all its suppliers and partners, including SMEs, in due time as per the agreed payment terms. This is reflected in the Finance Management procedures within the invoice payment process. Invoices are filtered, extracted and classified in the corresponding payment file and in the corresponding invoice currency on a weekly basis.

# ESRS G1 – Business Conduct

*Continued from previous page*

The payment files are then submitted, creating a list showing the summed invoice amounts per supplier in the system. Structured reports are set up in Cadeler's ERP system and twice a week there is a review of the invoices that require handling and the ones due for approval. An automatic reminder notification system prevents late payments.

## *Supply Chain Code of Conduct*

Cadeler's Supply Chain Code of Conduct sets out the requirements and principles that Cadeler's suppliers are expected to adhere to. The Supply Chain Code of Conduct applies to all new onshore and offshore suppliers and includes requirements and expectations related to forced and child labour, environment, anti-bribery and corruption, health and safety, non-discrimination, freedom of association and collective bargaining, and grievance mechanisms. Adherence to the Supply Chain Code of Conduct is a contractual requirement for all new suppliers onboarded under Cadeler's standard terms and conditions. The Supply Chain Code of Conduct is further detailed in S2-1 on page 119.

## *Due Diligence Activities*

Cadeler follows a structured procedure under which suppliers are identified, assessed, onboarded and managed when applicable. From a Procurement point of view, the key process is related to the sourcing lifecycle in Cadeler, including business case, tender process, evaluation and selection of a supplier for a contract, framework agreement or a purchase order. This procedure applies to new contracts with an estimated value over EUR 25,000. The process is explained in detail in the procedure "Sourcing and Supplier Selection". For amounts below EUR 25,000, the purchasing activity can be handled via a purchase order without a contract or framework agreement and governed by Cadeler's Purchase Order Terms and Conditions.

From a business perspective, suppliers are also classified as "Basic", "Standard" and "Manage", triggering the need for onboarding, monitoring and corresponding

management. Cadeler HSEQ has established specific criteria for classifying suppliers as "Low", "Medium" or "High Risk" from an HSEQ perspective. This is reflected in Cadeler's Supplier Management Procedures. In 2024, Cadeler HSEQ included the HSEQ assessment based on this risk assessment of suppliers in its onboarding process.

In 2024, we also strengthened our third-party supplier due diligence processes through the integration of an electronic screening tool into our supplier onboarding framework to help identify risks associated with financial crime, sanctions, key legal issues captured in the media, and other responsible business practices. The initial step in utilising this tool has been to consolidate and screen legacy suppliers and to risk-weight accordingly.

As a next step, we have developed processes for background checks and the screening of potential new suppliers and other third-party business relationships. We are finalising the integration of these procedures to ensure that all future suppliers are appropriately onboarded, risk-weighted and subject to ongoing monitoring.

## *Metrics & Targets*

### **G1-3 - Prevention and detection of corruption and bribery**

Cadeler has zero tolerance for any form of bribery and corrupt payments, whether given or received, directly or indirectly, anywhere in the world. This prohibition is clearly outlined in our Code of Conduct and our Anti-bribery and Corruption Policy, which is applicable to all offshore and onshore employees, individuals contracted to work for Cadeler and any third parties who perform business on behalf of Cadeler, including consultants, agents and suppliers. Cadeler's Anti-bribery and Corruption Policy is further supported by a Gifts and Hospitality Policy (which sets out the minimum requirements and principles that

# ESRS G1 – Business Conduct

Continued from previous page

apply when giving or receiving anything of value on behalf of Cadeler) and our Supply Chain Code of Conduct.

Employees are encouraged to immediately notify Cadeler’s legal team if they become aware of any behaviour which has the potential to be in breach of Cadeler’s policy position. Where this may not be possible or if individuals do not feel comfortable doing so, concerns can also be raised via Cadeler’s confidential reporting channel (Speak Up!) and follow the procedures described in G1-1. Reports of corruption or bribery will be investigated by the Legal team under the leadership of the Chief Legal Officer, who reports directly to the CEO. Contingent on the nature of the concern, assistance from external third-party specialists may also be utilised.

### Training & Awareness

To manage Cadeler’s Code and associated policies and procedures, we rolled out our first organisation-wide electronic Ethics Engagement Training in 2024. This has been disseminated to all onshore and offshore employees and is made available to new employees on a quarterly basis. We intend the training to be an annual requirement for all employees and refined each year taking into account employee feedback and identified risk and engagement patterns.

To continue to foster an appropriate tone from the top, face-to-face training is also provided on an annual basis to Cadeler’s senior leadership team, covering core areas of business conduct such as competition law, anti-bribery and corruption, and data protection and privacy.

The table shows training coverage and participation rates for the reporting year 2024. We recognize that there is room for improvement with respect to participation rates, and we are aiming to increase these numbers through 2025.

Training coverage	At-risk functions*	Managers	Board of Directors
	100% (onshore and off-shore)	100%	0%
Total			
Total receiving training (e-learning)	83.6% onshore / 73.7% offshore	100%	0%
Total receiving training (face-to-face)	N/A	70%	0%
<b>Delivery method and duration</b>			
Classroom training	N/A	1 hour	N/A
Computer-based training	N/A	N/A	N/A
Voluntary computer-based training		20 minutes	N/A
<b>Frequency</b>			
How often training is required	Annual	Annual	N/A
<b>Topics covered</b>			
Definition of corruption	Covered	Covered	Not covered
Policy	Covered	Covered	Not covered
Procedures on suspicion/detection	Covered	Covered	Not covered

\*Cadeler’s definition of at-risk functions with respect to corruption and bribery include the Board, senior leadership, finance, procurement, sales, strategy & business development, legal, contract management teams as well as our vessel masters and port captains.

# ESRS G1 – Business Conduct

Continued from previous page

## G1-4 - Incidents of corruption or bribery

Although we recognize that some cases of bribery and corruption may never be reported, Cadeler did not have any recorded incidents of corruption or bribery in 2024. Cadeler is committed to ethical business practice, and we will continue to engage with business partners that maintain the same commitment.

	2024
Number of convictions for violation of anti-corruption and anti-bribery laws [Cases]	0
Amount of fines for violation of anti-corruption and anti-bribery laws [Monetary]	0
Number of confirmed incidents of corruption or bribery [Cases]	0
Number of confirmed incidents in which own workers were dismissed or disciplined for corruption or bribery-related incidents [Cases]	0
Number of confirmed incidents relating to contracts with business partners that were terminated or not renewed due to violations related to corruption or bribery [Cases]	0
Number of public legal cases regarding corruption or bribery brought against undertaking and own workers [Cases]	0

## G1-6 - Payment practices

Cadeler's standard payment terms are 45 days. The average time to pay invoices in 2024 was 36 days, with 74.3% of payments aligned with standard payment terms. Cadeler will continuously strive towards increasing our performance on these specific metrics. Cadeler has no outstanding legal proceedings related to late payments, highlighting our commitment to responsible and timely payment practices.

	2024
Average number of days to pay invoice [days]	36
Description of undertakings standard payment terms in number of days by main category of suppliers [days]	45
Percentage of payments aligned with standard payment terms [percent]	74.3%
Number of outstanding legal proceedings for late payments [cases]	-



# ESRS G1 – Business Conduct

Continued from previous page

## Methodology

Disclosure Requirement	Methodology
G1-3 – Prevention and detection of corruption or bribery	<p>The at-risk functions outlined in the training table are defined as follows: 'Risk' determined with regard to nature of activities, type of role and seniority of role (i.e. requirement to know). Hence, Cadeler defines at-risk functions as the Board, senior leadership, finance, procurement, sales, strategy &amp; business development, legal, contract management teams as well as our vessel masters and port captains.</p> <p>Managers are defined as the Senior Leadership Team (SLT), this includes CEO, CFO, Executive Vice Presidents and Senior Vice Presidents. AMSB are defined as the Board.</p>
G1-4 - Incidents of corruption or bribery	<p>A confirmed incident of corruption or bribery in which own workers were dismissed or disciplined for corruption or bribery-related incidents is defined as an incident of corruption or bribery that has been found to be substantiated and where the employee was dismissed or disciplined.</p> <p>A confirmed incident relating to contracts with business partners that were terminated or not renewed due to violations related to corruption or bribery is defined as an incident of corruption or bribery that has been found to be substantiated and where the contract with a business partner was terminated or not renewed.</p>

Disclosure Requirement	Methodology
G1-6 - Payment practices	<p>The average number of days to pay an invoice is calculated as the average of days between the invoice day (the day we receive the invoice in our systems) and the settlement date (the day we settle the invoice in our systems). We have included invoices that were due during the fiscal year 2024, and invoices due in 2025 which has been settled during 2024.</p> <p>The percentage of payments aligned with standard payment terms is calculated as the number of invoices paid within payment terms divided by total number of invoices.</p>

## ESRS 2 – Disclosure requirements & incorporation by reference

Disclosure requirement		section/report*	page(s)	Incorporation by reference
<b>ESRS 2</b>	<b>General disclosures</b>			
BP-1	General basis for preparation of the sustainability statement	SUS	45	
BP-2	Disclosures in relation to specific circumstances	SUS	45-46	
	Datapoints that derive from other EU legislation	SUS	135-137	
GOV-1	The role of the administrative, management and supervisory bodies	SUS/MR	46-47	MR pages 33-34
GOV-2	Information provided to and sustainability matters addressed by the undertaking's administrative, management and supervisory bodies	SUS	48	
GOV-3	Integration of sustainability-related performance in incentive schemes	SUS/RR	48	RR page 7-8
GOV-4	Statement on sustainability due diligence	SUS	126	
GOV-5	Risk management and internal controls over sustainability reporting	SUS	48	
SBM-1	Strategy, business model and value chain (products, markets, customers)	SUS/MR	49-51	MR pages 9-10
	Strategy, business model and value chain (headcount by country)	SUS	114	
	Strategy, business model and value chain (breakdown of revenue)	FS		FS page 159
SBM-2	Interests and views of stakeholders	SUS	51-52;58-65	
SBM-3	Material impacts, risks and opportunities and their interaction with strategy and business model	SUS	52-56	
IRO-1	Description of the process to identify and assess material impacts, risks and opportunities	SUS	56-57	
IRO-2	Disclosure requirements in ESRS covered by the undertaking's sustainability statement	SUS	130-134	

\*SUS - Sustainability Statements; MR - Management Review; RR - Remuneration Report; FS - Financial Statements

## ESRS 2 – Disclosure requirements & incorporation by reference

Continued from previous page

Disclosure requirement		section/report*	page(s)	Incorporation by reference
<b>ESRS E1</b>	<b>Climate Change</b>			
ESRS 2, GOV-3	Integration of sustainability-related performance in incentive schemes	SUS/RR	48	RR pages 7-8
E1-1	Transition plan for climate change mitigation	SUS	67-69	
ESRS 2, SBM-3	Material impacts, risks and opportunities, and their interaction with strategy and business model	SUS	70-71	
ESRS 2, IRO-1	Description of the processes to identify and assess material climate-related impacts, risks and opportunities	SUS	71-72	
E1-2	Policies related to climate change mitigation and adaptation	SUS	73	
E1-3	Actions and resources in relation to climate change policies	SUS	73-74	
E1-4	Targets related to climate change mitigation and adaptation	SUS	74-76	
E1-5	Energy consumption and mix	SUS	76-77	
E1-6	Gross Scopes 1, 2, 3 and total GHG emissions	SUS	78-80	
E1-7	GHG removals and GHG mitigation projects financed through carbon credits	SUS	75	
E1-8	Internal carbon pricing	SUS	75	
E1-9	Anticipated financial effects from material physical and transition risks and potential climate-related opportunities	SUS	45	

\*SUS - Sustainability Statements; MR - Management Review; RR - Remuneration Report; FS - Financial Statements

## ESRS 2 – Disclosure requirements & incorporation by reference

Continued from previous page

Disclosure requirement		section/report*	page(s)	Incorporation by reference
<b>ESRS E2</b>	<b>Pollution</b>			
ESRS 2, IRO-1	Description of the processes to identify and assess material pollution-related impacts, risks and opportunities	SUS	92	
E2-1	Policies related to pollution	SUS	92-93	
E2-2	Actions and resources related to pollution	SUS	93-94	
E2-3	Targets related to pollution	SUS	94	
E2-4	Pollution of air, water and soil	SUS	94-95	
E2-6	Anticipated financial effects from material pollution-related risks and opportunities	SUS	45	

\*SUS - Sustainability Statements; MR - Management Review; RR - Remuneration Report; FS - Financial Statements

Disclosure requirement		section/report*	page(s)	Incorporation by reference
<b>ESRS E5</b>	<b>Resource use and circular economy</b>			
ESRS 2, IRO-1	Description of the processes to identify and assess material resource use and circular economy-related impacts, risks and opportunities	SUS	71	
E5-1	Policies related to resource use and circular economy	SUS	99	
E5-2	Actions and resources related to resource use and circular economy	SUS	99-100	
E5-3	Targets related to resource use and circular economy	SUS	100	
E5-5	Resource outflows	SUS	100-101	
E5-6	Anticipated financial effects from material resource use and circular economy-related risks and opportunities	SUS	45	

\*SUS - Sustainability Statements; MR - Management Review; RR - Remuneration Report; FS - Financial Statements

# ESRS 2 – Disclosure requirements & incorporation by reference

Continued from previous page

Disclosure requirement		section/report*	page(s)	Incorporation by reference
<b>ESRS S1</b>	<b>Own Workforce</b>			
ESRS 2, SBM-2	Interests and views of stakeholders	SUS	51-52:58-65	
ESRS 2, SBM-3	Material impacts, risks and opportunities and their interaction with strategy and business model	SUS	104	
S1-1	Policies related to own workforce	SUS	104-106	
S1-2	Processes for engaging with own workers and workers' representatives about impacts	SUS	106-107	
S1-3	Processes to remediate negative impacts and channels for own workers to raise concerns	SUS	107-108	
S1-4	Taking action on material impacts on own workforce, and approaches to mitigating material risks and pursuing material opportunities related to own workforce, and effectiveness of those actions	SUS	108-112	
S1-5	Targets related to managing material negative impacts, advancing positive impacts, and managing material risks and opportunities	SUS	113-114	
S1-6	Characteristics of the undertaking's employees	SUS	114	
S1-9	Diversity metrics	SUS	115	
S1-14	Health and safety metrics	SUS	116	
S1-17	Incidents, complaints and severe human rights impacts	SUS	117	

\*SUS - Sustainability Statements; MR - Management Review; RR - Remuneration Report; FS - Financial Statements

## ESRS 2 – Disclosure requirements & incorporation by reference

Continued from previous page

Disclosure requirement		section/report*	page(s)	Incorporation by reference
<b>ESRS S2</b>	<b>Workers in the value chain</b>			
ESRS 2, SBM-2	Interests and views of stakeholders	SUS	51-52;58-65	
ESRS 2, SBM-3	Material impacts, risks and opportunities and their interaction with strategy and business model	SUS	119	
S2-1	Policies related to value chain workers	SUS	119-121	
S2-2	Processes for engaging with value chain workers about impacts	SUS	121	
S2-3	Processes to remediate negative impacts and channels for value chain workers to raise concerns	SUS	122	
S2-4	Taking action on material impacts on value chain workers, and approaches to managing material risks and pursuing material opportunities related to value chain workers, and effectiveness of those actions	SUS	122-123	
S2-5	Targets related to managing material negative impacts, advancing positive impacts, and managing material risks and opportunities	SUS	123	

\*SUS - Sustainability Statements; MR - Management Review; RR - Remuneration Report; FS - Financial Statements

Disclosure requirement		section/report*	page(s)	Incorporation by reference
<b>ESRS G1</b>	<b>Business Conduct</b>			
ESRS 2, GOV-1	The role of the administrative, supervisory and management bodies	SUS	46-47	
ESRS 2, IRO-1	Description of the processes to identify and assess material impacts, risks and opportunities	SUS	56-57	
G1-1	Business conduct policies and corporate culture	SUS	125	
G1-2	Management of relationships with suppliers	SUS	125-126	
G1-3	Prevention and detection of corruption and bribery	SUS	126-127	
G1-4	Incidents of corruption or bribery	SUS	128	
G1-6	Payment practices	SUS	128	

\*SUS - Sustainability Statements; MR - Management Review; RR - Remuneration Report; FS - Financial Statements

## ESRS 2 - Data points that derive from other EU legislation

ESRS	Disclosure requirement	Data point		SFDR	Pillar 3	Benchmark regulation	EU climate law	Section*	Page
ESRS 2	GOV-1	21 d	Board's gender diversity ratio	x				MR	33
ESRS 2	GOV-1	21 e	Percentage of independent board members	x				MR	35-36
ESRS 2	GOV-4	30, 32	Disclosure of mapping of information provided in sustainability statement about due diligence process	x				SUS	126
ESRS 2	SBM-1	40 d i	Undertaking is active in fossil fuel (coal, oil and gas) sector	x				SUS	86
ESRS 2	SBM-1	40 d ii	Undertaking is active in chemicals production	x					Undertaking not active
ESRS 2	SBM-1	40 d iii	Revenue from chemicals production	x				SUS	89
ESRS 2	SBM-1	40 d iii	Undertaking is active in controversial weapons	x					Undertaking not active
ESRS 2	SBM-1	40 d iii	Revenue from controversial weapons	x				SUS	89
ESRS 2	SBM-1	40 d iv	Undertaking is active in cultivation and production of tobacco	x					Undertaking not active
ESRS 2	SBM-1	40 d iv	Revenue from cultivation and production of tobacco	x				SUS	89
ESRS E1	E1-1	14	Transition plan to reach climate neutrality by 2050				x	SUS	67-69
ESRS E1	E1-1	16 (g)	Undertakings excluded from Paris-aligned Benchmarks		x	x		SUS	67, not excluded
ESRS E1	E1-4	34	GHG emission reduction targets	x	x	x		SUS	74-76
ESRS E1	E1-5	38	Energy consumption from fossil sources disaggregated by sources (only high climate impact sectors)	x				SUS	77
ESRS E1	E1-5	37	Energy consumption and mix	x				SUS	76-77
ESRS E1	E1-5	40-43	Energy intensity associated with activities in high climate impact sectors	x				SUS	76
ESRS E1	E1-6	44	Gross Scope 1, 2, 3 and Total GHG emissions	x	x	x		SUS	78-80
ESRS E1	E1-6	53-55	Gross GHG emissions intensity	x	x	x		SUS	78-80
ESRS E1	E1-7	56	GHG removals and carbon credits	x				SUS	75
ESRS E1	E1-9	66	Exposure of the benchmark portfolio to climate-related physical risks			x			Not reported/phase-in
ESRS E1	E1-9	66 (a); 66 (c)	Disaggregation of monetary amounts by acute and chronic physical risk; Location of significant assets at material physical risk		x				Not reported/phase-in
ESRS E1	E1-9	67 (c)	Breakdown of the carrying value of its real estate assets by energy-efficiency classes		x				Not reported/phase-in
ESRS E1	E1-9	69	Degree of exposure of the portfolio to climate-related opportunities			x			Not reported/phase-in
ESRS E2	E2-4	28	Amount of each pollutant listed in Annex II of the E-PRTR Regulation emitted to air, water and soil	x				SUS	94-95

\*SUS - Sustainability Statements; MR - Management Review; RR - Remuneration Report; FS - Financial Statements;

## ESRS 2 - Data points that derive from other EU legislation

Continued from previous page

ESRS	Disclosure requirement	Data point		SFDR	Pillar 3	Benchmark regulation	EU climate law	Section*	Page
ESRS E3	E3-1	9	Water and marine resources	x					Not material
ESRS E3	E3-1	13	Dedicated policy	x					Not material
ESRS E3	E3-1	14	Sustainable oceans and seas	x					Not material
ESRS E3	E3-4	2B (c)	Total water recycled and reused	x					Not material
ESRS E3	E3-4	29	Total water consumption in m <sup>3</sup> per net revenue on own operations	x					Not material
ESRS E4	ESRS 2- SBM 3 - E4	16 (a) i		x					Not material
ESRS E4	ESRS 2- SBM 3 - E4	16 (b)		x					Not material
ESRS E4	ESRS 2- SBM 3 - E4	16 (c)		x					Not material
ESRS E4	E4-2	24 (b)	Sustainable land / agriculture practices or policies	x					Not material
ESRS E4	E4-2	24 (c)	Sustainable oceans / seas practices or policies	x					Not material
ESRS E4	E4-2	24 (d)	Policies to address deforestation	x					Not material
ESRS E5	E5-5	37 (d)	Non-recycled waste	x				SUS	100-101
ESRS E5	E5-5	39	Hazardous waste and radioactive waste	x				SUS	100-101
ESRS S1	ESRS 2- SBM3 - S1	14 (f)	Risk of incidents of forced labour	x					Not material for S1
ESRS S1	ESRS 2- SBM3 - S1	14 (g)	Risk of incidents of child labour	x					Not material for S1
ESRS S1	S1-1	20	Human rights policy commitments	x				SUS	119-121
ESRS S1	S1-1	21	Due diligence policies on issues addressed by the fundamental International Labor Organisation Conventions 1 to 8			x			121
ESRS S1	S1-1	22	Processes and measures for preventing trafficking in human beings	x				SUS	Not material for S1
ESRS S1	S1-1	23	Workplace accident prevention policy or management system	x				SUS	104-106
ESRS S1	S1-3	32 (c)	Grievance/complaints handling mechanisms	x				SUS	107-108, 125
ESRS S1	S1-14	88 (b) and (c)	Number of fatalities and number and rate of work-related accidents	x		x		SUS	116
ESRS S1	S1-14	88 (e)	Number of days lost to injuries, accidents, fatalities or illness					SUS	116

\*SUS - Sustainability Statements; MR - Management Review; RR - Remuneration Report; FS - Financial Statements



## ESRS 2 - Data points that derive from other EU legislation

Continued from previous page

ESRS	Disclosure requirement	Data point		SFDR	Pillar 3	Benchmark regulation	EU climate law	Section*	Page
ESRS S1	S1-16	97 (a)	Unadjusted gender pay gap	x		x			Not reported/phase-in
ESRS S1	S1-16	97 (b)	Excessive CEO pay ratio						Not reported/phase-in
ESRS S1	S1-17	103 (a)	Incidents of discrimination	x				SUS	117
ESRS S1	S1-17	104 (a)	Non-respect of UNGPs on Business and Human Rights and OECD	x		x		SUS	117
ESRS 2-									
ESRS S2	SBM3 – S2	11 (b)	Significant risk of child labour or forced labour in the value chain	x				SUS	119
ESRS S2	S2-1	17	Human rights policy commitments	x				SUS	119-121
ESRS S2	S2-1	18	Policies related to value chain workers	x				SUS	119-121
ESRS S2	S2-1	19	Non-respect of UNGPs on Business and Human Rights principles and OECD guidelines	x		x			123
ESRS S2	S2-1	19	Due diligence policies on issues addressed by the fundamental International Labor Organisation Conventions 1 to 8			x			119-123
ESRS S2	S2-4	36	Human rights issues and incidents connected to its upstream and downstream value chain	x					122-123
ESRS S3	S3-1	16	Human rights policy commitments	x					Not material
ESRS S3	S3-1	17	Non-respect of UNGPs on Business and Human Rights, ILO principles or and OECD guidelines	x		x			Not material
ESRS S3	S3-4	36	Human rights issues and incidents	x					Not material
ESRS S4	S4-1	16	Policies related to consumers and end-users	x					Not material
ESRS S4	S4-1	17	Non-respect of UNGPs on Business and Human Rights and OECD guidelines	x		x			Not material
ESRS S4	S4-4	35	Human rights issues and incidents	x					Not material
ESRS G1	G1-1	10b	United Nations Convention against Corruption paragraph 10 (b)	x				SUS	125-127
ESRS G1	G1-1	10d	Protection of whistle-blowers paragraph 10 (d)	x				SUS	125
ESRS G1	G1-4	24a	Fines for violation of anti-corruption and anti-bribery laws paragraph 24 (a)	x		x		SUS	128
ESRS G1	G1-4	24a	Standards of anti-corruption and anti-bribery paragraph 24 (b)	x				SUS	128

\*SUS - Sustainability Statements; MR - Management Review; RR - Remuneration Report; FS - Financial Statements



# Green Finance Report

Note: This section is not required for compliance with EU CSRD

---

# Cadeler and Green Finance

## **Green Loan Facilities**

Green finance instruments are issued to finance or refinance eligible green projects, in whole or in part, that promote the transition towards a low-carbon and climate-resilient society.

The green financing is supported by the Cadeler [Green Finance Framework](#), rated Medium Green by S&P Global in a [Second Party Opinion](#).

## **Annual Green Financing Reporting**

To keep investors, lenders and other stakeholders informed about the progress of the Green Projects funded by Green Finance Instruments, Cadeler publishes a Green Finance Report on the Company website, either as a separate document or as information integrated in the Company's annual sustainability reporting. The Green Finance Report includes an Allocation Report and an Impact Report and will be published as a part of the Annual Report. If any change is made to the location of reporting in future years, a statement will be included in the Annual Report.

## *Impact Reporting*

Impact reporting aims to disclose the environmental impact of the Green Projects financed under this Framework, and will, where possible, be measured, otherwise estimated. Impact reporting will, to some extent, be aggregated and depending on data availability, calculations will be made on a best intention basis.

## *Allocation Reporting*

Cadeler publishes an annual allocation report as long as there are green finance instruments outstanding. Cadeler intends to produce an annual statement including the following information: the amounts allocated to each of the Green Project categories and the share of new financing versus refinancing, examples of Green Projects that have been funded by Green Finance Instruments, the nominal amount of Green Finance Instruments outstanding and the split between Green Bonds and Green Loans, and the amount of net proceeds awaiting allocation to Green Projects (if any).

# Green Company Financing

In December 2023, Cadeler announced the signing of a EUR 550 million Senior Secured Green Facilities, The “Green Corporate Facility”, with a group of banks led by DNB and supported by Rabobank, Credit Agricole, Danske Bank, Oversea-Chinese Banking Corporation (“OCBC”), Standard Chartered Bank and Société Générale. The purposes of the Green Corporate Facility is to refinance existing vessels in Cadeler and Eneti following the business combination between the two companies, as previously announced, to finance crane upgrades of Cadeler’s two existing O-Class vessels and to fund general corporate and working capital purposes.

The Green Corporate Facility is made up of two RCFs amounting to EUR 350 million, a EUR 100 million term loan guaranteed by The Danish Export and Investment Fund of Denmark (EIFO) and a EUR 200 million uncommitted Guarantee facility.

In November 2023, Cadeler also entered into an unsecured green loan facility with HSBC, the Holdco Facility. A main purpose of the facility is to fund Cadeler’s construction of the

P-Class and A-Class newbuild vessels and upgrade of the existing O-Class vessels with new cranes. The financing has since signing been upscaled to EUR 125 million. This underlines Cadeler’s strategic market position. As of 31 December 2024, the full funding available under the Holdco Facility had been utilised.

## Green Loan Criteria/Company Eligibility Criteria

	2024
Share of annual revenue from renewable energy projects	100%
Share of annual revenue from new/existing oil and gas installations	0%
Share of CapEx and OpEx aligned with the green project categories of the Green Finance Framework	100%

For Green Company Financing qualifying as Green Finance Instruments, an externally verified Compliance Certificate, outlining alignment with the Green Company Eligibility Criteria, will be shared with the relevant lenders.

## Company Impact Report – Key Performance Indicators

	Unit	2024
Number of installed offshore wind turbine foundations	number	0
Number of installed offshore wind turbines	number	186
Number of serviced offshore wind turbines	number	9
Installed power generation capacity	MW	2130
Serviced power generation capacity	MW	113.7
GHG emissions from offshore wind installation activities - Scope 1 emissions	t CO2e	64000
Scope 1 emissions (tCO2e) per MW installed or serviced	t CO2e/MW	28.9

# Green Project Financing

In December 2023, Cadeler announced the signing of a Sinosure-backed Senior Secured Green Term Loan Facility of up to EUR 425 million P-Class Facility. The purpose of the P-Class Facility is to part finance Cadeler's two newbuilds, Wind Peak, which has been delivered on schedule on August 2024 and Wind Pace, to be delivered in Q1 2025.

In August 2024, Cadeler successfully refinanced the USD 436 million Senior Secured Green Term Loan Facility (M-Class Facility) in respect of the two M-Class new builds. The replacement facilities – one for each M-Class vessel (M-Class Facility I and M-Class Facility II) – are supported by a broad banking group as well as several export credit agencies and secures an aggregate of up to EUR 420 million in post-delivery financing.

For Green Project Financing, an independent auditor appointed by Cadeler will on an annual basis provide a limited assurance report confirming that an amount equal to the net proceeds from such Green Finance Instruments have been allocated to Green Projects.

## Impact Report

The un-utilised Green facilities are financing for vessels that are not yet in operation. Once Wind Pace, Wind Maker and Wind Mover are in operation, Cadeler will also provide a report on the impacts of these specific vessels, as needed, directly to the relevant lenders. Please refer to our impact metrics reported on Company-wide basis on page 140.

## Allocation Report

Debt Issue	Issued	Maturity	Proceeds	Proceeds allocated	To be allocated	Utilised	Allocation Project Category				Project funded
							Installation/maintenance vessels	Key enabling equipment	Weather stations	Waste and wastewater management	
Senior Secured Green Term Loan Facility	22/12/2023	12 yrs	EUR 425m	EUR 425m	EUR 0m	EUR 210m	100%				Wind Peak and Wind Pace Newbuilds
Senior Secured Green Term Loan Facility	16/08/2024	12 yrs	EUR 420m	EUR 420m	EUR 0m	EUR 0m	100%				Wind Maker and Wind Mover Newbuilds



# Consolidated Financial Statements

---

## Consolidated Statement of Profit or Loss and Other Comprehensive Income

EUR'000	Note	2024	2023	2022
Revenue	3	248,738	108,622	106,424
Cost of sales	4	(124,228)	(59,858)	(49,537)
<b>Gross profit</b>		<b>124,510</b>	<b>48,764</b>	<b>56,887</b>
Net other operating income and expenses	5	2,035	137	-
Administrative expenses	4	(57,101)	(34,458)	(15,696)
<b>Operating profit</b>		<b>69,444</b>	<b>14,443</b>	<b>41,191</b>
Financial income	9	5,233	1,541	4,031
Financial expenses	9	(7,200)	(4,486)	(9,681)
<b>Profit before income tax</b>		<b>67,477</b>	<b>11,498</b>	<b>35,541</b>
Income tax expense	10	(2,408)	-	-
<b>Profit for the period</b>		<b>65,069</b>	<b>11,498</b>	<b>35,541</b>
Profit for the period attributable to:				
Equity holders of the parent	11	65,069	11,498	35,541
<b>Earnings per share</b>				
Basic, profit for the period attributable to ordinary equity holders of the parent (EUR per share)	11	0.19	0.06	0.22
Diluted, profit for the period attributable to ordinary equity holders of the parent (EUR per share)	11	0.19	0.06	0.22

EUR'000	Note	2024	2023	2022
<b>Other comprehensive income/loss</b>				
<b>Items that may be reclassified to profit or loss</b>				
Exchange differences on translation of foreign operations		34,105	(6,724)	-
Cash flow hedges - changes in fair value	24	13,079	(18,505)	905
Cash flow hedges - items recycled	24	1,527	(776)	438
Cash flow hedges - cost of hedging	24	8,752	(3,621)	-
<b>Other comprehensive income/loss, net of tax</b>		<b>57,463</b>	<b>(29,626)</b>	<b>1,343</b>
<b>Total comprehensive income/loss for the period, net of tax</b>		<b>122,532</b>	<b>(18,128)</b>	<b>36,884</b>
Total comprehensive income attributable to:				
Equity holders of the parent		122,532	(18,128)	36,884

## Consolidated Balance Sheet

EUR'000	Note	2024	2023	2022
Intangible assets	12	18,190	16,947	419
Property, plant and equipment	13	1,712,266	1,085,632	606,204
Right-of-use assets	14	10,337	973	287
Leasehold deposits		1,014	1,220	238
Derivative assets	23, 24	6,593	338	3,376
<b>Total non-current assets</b>		<b>1,748,400</b>	<b>1,105,110</b>	<b>610,524</b>
Inventories	15	1,039	1,836	549
Trade and other receivables	16	62,986	30,552	18,235
Contract assets	16	37,609	8,880	19,999
Prepayments	17	16,643	9,562	1,699
Current derivative assets	23, 24	11,875	-	-
Current income tax receivable		-	12	12
Cash and cash equivalents	18	58,464	96,608	19,012
<b>Total current assets</b>		<b>188,616</b>	<b>147,450</b>	<b>59,506</b>
<b>Total assets</b>		<b>1,937,016</b>	<b>1,252,560</b>	<b>670,030</b>

EUR'000	Note	2024	2023	2022
Share capital	22	47,144	41,839	26,575
Share premium		1,099,495	952,858	509,542
Treasury shares		(1,283)	-	-
Reserves		29,180	(28,283)	1,343
Retained earnings / (accumulated losses)		59,358	(7,373)	3,108
<b>Total equity</b>		<b>1,233,894</b>	<b>959,041</b>	<b>540,568</b>
Provisions	20	-	4,813	-
Lease liabilities	14	9,697	392	-
Deferred tax liabilities	10, 21	11,972	10,191	-
Deferred revenue	3	1,747	1,778	1,326
Debt to credit institutions	23	539,854	204,773	114,230
Derivative liabilities	23, 24	16,205	17,957	2,108
<b>Total non-current liabilities</b>		<b>579,475</b>	<b>239,904</b>	<b>117,664</b>
Trade and other payables	20	43,595	32,636	8,822
Current provisions	20	841	2,086	-
Payables to related parties	27	223	162	89
Deferred revenue	3	45,590	12,103	1,831
Current lease liabilities	14	1,274	601	279
Current income tax liabilities		752	1,224	5
Current debt to credit institutions	23	31,163	799	772
Current derivative liabilities	23, 24	209	4,004	-
<b>Total current liabilities</b>		<b>123,647</b>	<b>53,615</b>	<b>11,798</b>
<b>Total liabilities</b>		<b>703,122</b>	<b>293,519</b>	<b>129,462</b>
<b>Total equity and liabilities</b>		<b>1,937,016</b>	<b>1,252,560</b>	<b>670,030</b>



## Consolidated Statement of Changes in Equity

EUR'000	Reserves						(Accumulated losses)/ retained earnings	Total
	Share capital	Share premium	Treasury shares	Hedging reserves	Cost of hedging reserves	Foreign currency translation reserve		
<b>2024</b>								
Beginning of financial year	41,839	952,858	-	(17,938)	(3,621)	(6,724)	(7,373)	959,041
Profit for the year	-	-	-	-	-	-	65,069	65,069
Other comprehensive income for the year, net of tax	-	-	-	14,606	8,752	34,105	-	57,463
<b>Total comprehensive profit for the year, net of tax</b>	-	-	-	<b>14,606</b>	<b>8,752</b>	<b>34,105</b>	<b>65,069</b>	<b>122,532</b>
Capital increase February 2024	5,301	149,567	-	-	-	-	-	154,868
Costs incurred in connection with February 2024 capital increase	-	(3,014)	-	-	-	-	-	(3,014)
Capital increase June 2024	4	84	-	-	-	-	-	88
Treasury shares	-	-	(1,283)	-	-	-	-	(1,283)
Share-based payments	-	-	-	-	-	-	1,662	1,662
<b>End of financial year</b>	<b>47,144</b>	<b>1,099,495</b>	<b>(1,283)</b>	<b>(3,332)</b>	<b>5,131</b>	<b>27,381</b>	<b>59,358</b>	<b>1,233,894</b>
<b>2023</b>								
Beginning of financial year	26,575	509,542	-	1,343	-	-	3,108	540,568
Profit for the year	-	-	-	-	-	-	11,498	11,498
Other comprehensive income for the year, net of tax	-	-	-	(19,281)	(3,621)	(6,724)	-	(29,626)
<b>Total comprehensive profit for the year, net of tax</b>	-	-	-	<b>(19,281)</b>	<b>(3,621)</b>	<b>(6,724)</b>	<b>11,498</b>	<b>(18,128)</b>
Registration of new shares in relation to business combination	15,264	450,271	-	-	-	-	-	465,535
Costs incurred in connection with listing	-	(6,955)	-	-	-	-	-	(6,955)
Changes from business combination	-	-	-	-	-	-	(23,113)	(23,113)
Share-based payments	-	-	-	-	-	-	1,134	1,134
<b>End of financial year</b>	<b>41,839</b>	<b>952,858</b>	-	<b>(17,938)</b>	<b>(3,621)</b>	<b>(6,724)</b>	<b>(7,373)</b>	<b>959,041</b>

# Consolidated Statement of Changes in Equity

Continued from previous page

EUR'000	Share capital	Share pre- mium	Treasury shares	Reserves			(Accumulated losses)/ retained earnings	Total
				Hedging reserves	Cost of hedg- ing reserves	Foreign cur- rency transla- tion reserve		
<b>2022</b>								
Beginning of financial year	18,641	339,400	-	-	-	-	(32,785)	325,256
Profit for the year	-	-	-	-	-	-	35,541	35,541
Other comprehensive income for the year, net of tax	-	-	-	1,343	-	-	-	1,343
<b>Total comprehensive profit for the year, net of tax</b>	-	-	-	<b>1,343</b>	-	-	<b>35,541</b>	<b>36,884</b>
Capital increase May 2022	3,518	81,234	-	-	-	-	-	84,752
Costs incurred in connection with May 2022 capital increase	-	(2,305)	-	-	-	-	-	(2,305)
Capital increase October 2022	4,416	94,082	-	-	-	-	-	98,498
Costs incurred in connection with October 2022 capital in- crease	-	(2,869)	-	-	-	-	-	(2,869)
Share-based payments	-	-	-	-	-	-	352	352
<b>End of financial year</b>	<b>26,575</b>	<b>509,542</b>	-	<b>1,343</b>	-	-	<b>3,108</b>	<b>540,568</b>

## Consolidated Statement of Cash Flows

EUR'000	Note	2024	2023	2022
<b>Cash flow from operating activities</b>				
Profit for the period		65,069	11,498	35,541
Adjustments of non-cash items	19	59,000	31,709	23,959
Changes in working capital	19	(32,513)	20,174	(30,451)
Income tax paid		(1,747)	2	(13)
Interest received		3,292	-	-
<b>Net cash provided by operating activities</b>		<b>93,101</b>	<b>63,383</b>	<b>29,036</b>
<b>Cash flow from investing activities</b>				
Cash acquired in a business combination, net		-	10,403	-
Additions to property, plant and equipment	13	(615,542)	(66,899)	(224,606)
Disposal of property, plant and equipment		-	1,800	-
Additions to intangible assets		(410)	(31)	(228)
Movements to right-of-use assets		-	-	(574)
Leasehold deposits		206	-	-
<b>Net cash used in investing activities</b>		<b>(615,746)</b>	<b>(54,727)</b>	<b>(225,408)</b>

EUR'000	Note	2024	2023	2022
<b>Cash flow from financing activities</b>				
Principal repayment of lease liabilities		(1,961)	(569)	(228)
Interest paid		(19,689)	(7,143)	(4,234)
Proceeds from issue of share capital		154,956	-	183,250
Transactional costs on issues of shares		(3,014)	(6,955)	(5,174)
Repurchase of treasury shares		(1,283)	-	-
Bank charges		(2,368)	-	-
Proceeds from borrowing net of bank fees (of EUR 19.3 million in 2024)	23	365,975	199,935	113,459
Utilisation of overdraft facility	23	-	-	16,067
Repayment of loan	23	(10,630)	(115,000)	(65,000)
Settlement of overdraft facility	23	-	-	(25,065)
<b>Net cash provided by/(used in) financing activities</b>		<b>481,986</b>	<b>70,268</b>	<b>213,075</b>
<b>Net (decrease)/increase in cash and cash equivalents</b>		<b>(40,659)</b>	<b>78,924</b>	<b>16,704</b>
Cash and cash equivalents at beginning of the period		96,608	19,012	2,308
Effect of exchange rate on cash and cash equivalents		2,515	(1,328)	-
<b>Cash and cash equivalents at end of the period</b>		<b>58,464</b>	<b>96,608</b>	<b>19,011</b>

# Notes to the Consolidated Financial Statements

---

## Notes to the Consolidated Financial Statements

Note 1	General Information .....	151
Note 2	Basis of Presentation and other significant accounting policies.....	152
Note 3	Revenue.....	159
Note 4	Expenses by nature .....	165
Note 5	Net other Operating Income and Expenses .....	167
Note 6	Employee compensation .....	168
Note 7	Long term incentive programmes .....	170
Note 8	Board of Directors and Executive Management Compensation .....	174
Note 9	Financial Income and Expenses .....	175
Note 10	Income Taxes .....	176
Note 11	Earnings Per Share (EPS).....	178
Note 12	Intangible Assets.....	179
Note 13	Property Plant and Equipment.....	181
Note 14	Right-of-Use Assets and Lease liabilities .....	189
Note 15	Inventories .....	192
Note 16	Trade and Other Receivables .....	193

---

Note 17	Prepayments.....	195
Note 18	Cash and cash equivalents.....	195
Note 19	Statement of Cash Flows specifications .....	196
Note 20	Provisions, Trade and Other Payables .....	197
Note 21	Deferred Income Taxes .....	198
Note 22	Issued Share Capital.....	199
Note 23	Financial Risk Management .....	200
Note 24	Derivative Financial Instruments .....	206
Note 25	Financial Liabilities: Interest-bearing Loans and Borrowings .....	210
Note 26	Business Combination .....	214
Note 27	Related Party Transactions .....	216
Note 28	Commitments and Pledges .....	219
Note 29	Group Information.....	221
Note 30	Events After Reporting Period .....	224
Note 31	Authorisation of Financial Statements.....	224

---

Note 1

## General Information

### Corporate information

Cadeler A/S (the "Company" or the "Group") is incorporated and domiciled in Denmark. The address of its registered office is Kalvebod Brygge 43, DK-1560 Copenhagen, Denmark. The Company is listed on the New York Stock Exchange (ticker: CDLR) and the Oslo Stock Exchange (ticker: CADLR).

The Group is a global leader in offshore wind installation, operations, and maintenance services headquartered in Copenhagen, Denmark. The Group owns and operates five offshore jack-up windfarm installation vessels, Wind Orca, Wind Osprey, Wind Scylla, Wind Zaratan and the recently added Wind Peak. In addition to wind farm installation, these vessels can perform maintenance, construction, decommissioning, and other tasks within the offshore industry.

The consolidated financial statements of the Group are composed of the Financial Statements of Cadeler A/S and its subsidiaries (which are wholly owned by the Parent Company Cadeler A/S). For more information on the subsidiaries of Cadeler A/S please refer to Note 29.



## Basis of Presentation and other significant accounting policies

### 2.1. Basis for preparation

The consolidated financial statements included in this Annual Report have been prepared in accordance with IFRS Accounting Standards (IFRS) as issued by the International Accounting Standards Board (IASB) and as endorsed by the EU and further requirements in the Danish Financial Statements Act.

The preparation of these consolidated financial statements in conformity with IFRS requires management to exercise its judgement in the process of applying the Company's accounting policies. It also requires the use of certain critical accounting estimates and assumptions. Areas involving a higher degree of judgement or complexity, or areas where estimates and assumptions are significant to the consolidated financial statements are further described in note 2.4.

The consolidated financial statements are presented in euros and all values are rounded to the nearest thousand, except when otherwise indicated.

The accounting policies set out in the notes have been applied consistently in the preparation of the consolidated financial statements for all the years presented unless stated otherwise below.

#### Comparative figures

Consolidated figures for the financial year ended 31 December 2022 comprised the Parent Company, Cadeler A/S, Wind Osprey Ltd. and Wind Orca Ltd. In December 2023, Cadeler and Eneti merged, and from this point in time the consolidated figures also comprised Eneti and its subsidiaries (which are wholly owned by the Group). Therefore the activity of the Group is not fully comparable between 2024, 2023 and 2022. For more information on the subsidiaries of Cadeler A/S please refer to Note 29.

#### Materiality

Our Annual Report is structured around the principle of materiality, focusing on information that holds relevance for the users of the consolidated financial statements. These consolidated financial statements encompass numerous transactions, which are grouped into categories based on their nature or function. These categories are then presented in the consolidated financial statements as required by IFRS and the Danish Financial Statements Act. When individual items are deemed immaterial, they are combined with other similar items in either the consolidated financial statements or the accompanying notes.

In line with IFRS guidelines for Danish listed companies, we include the necessary disclosures, unless the information is considered immaterial to the economic decision-making of the users or is not applicable in the context of the consolidated financial statements.

#### Going concern assessment

The Company's Board of Directors and Executive Directors, have at the time of approving the consolidated financial statements, assessed that the Group has adequate resources to continue as a going concern at least 12 months after the balance sheet date.

Thus, the Group continues to adopt the going concern basis of accounting in preparing the consolidated financial statements.



Note 2

## Basis of Presentation and other significant accounting policies

*Continued from previous page*

### European Single Electronic Format (ESEF)

As a group with securities listed on a regulated market within the EEA, Cadeler A/S is required to prepare its official Annual Report in the XHTML format and to tag the main consolidated financial statements using inline eXtensible Business Reporting Language (iXBRL) applying a specific ESEF taxonomy. The annual report submitted to the Danish Financial Supervisory Authority consists of the XHTML document together with required technical files, all included in a ZIP file named cadeler-2024-12-31-en.zip.

As such, the Annual Report is both human- and machine-readable.

A separate assurance report on the iXBRL tagging of the consolidated financial statements is issued by Cadeler's independent auditors and included on page 252. For general use, a PDF version of the Annual Report is published in line with previous years.

### 2.2. General accounting policies

This section introduces accounting policies and significant accounting estimates and judgements. A more detailed description of accounting policies and significant estimates and judgements related to specific reported amounts is presented in the respective notes. The purpose is to provide transparency on the disclosed amounts and to describe the relevant accounting policy, significant estimates and numerical disclosure for each note.

*Note 3 - Revenue recognition (including Deferred revenue)*

*Note 4 - Cost of sales and administrative expenses*

*Note 5 - Net other operating income and expenses*

*Note 6 - Employee compensation*

*Note 7 - Long term incentive programmes*

*Note 9 - Financial income and expenses*

*Note 10 - Income taxes*

*Note 11 - Earnings per share (EPS)*

*Note 12 - Intangible Assets (including Goodwill)*

*Note 13 - Property, plant and equipment (including Borrowing costs and Impairment of non-financial assets)*

*Note 14 - Right-of-use assets and lease liabilities*

*Note 15 - Inventories*

*Note 16 - Trade and Other Receivables*

*Note 18 - Cash and cash equivalents*

*Note 20 - Provisions, Trade and other payables*

*Note 22 - Issued Share capital*

*Note 23 - Lease liabilities*

*Note 24 - Derivatives and hedge accounting*

*Note 25 - Financial liabilities*

*Note 26 - Business combinations*

Note 2

## Basis of Presentation and other significant accounting policies

*Continued from previous page*

### Principles of consolidation

The consolidated financial statements include the parent company, Cadeler A/S, and all enterprises over which the parent company has control. Control of an enterprise exists when the Company has exposure, or rights to, variable returns from its involvement with the enterprise and has the ability to control those returns through its power over the enterprise. Accordingly, the consolidated financial statements of the Group are composed of the financial statements of the Company Cadeler A/S and its subsidiaries (which are wholly owned by the parent company, Cadeler A/S).

All intra-group assets and liabilities, equity, income, expenses and cash flows relating to transactions between group enterprises are eliminated in full on consolidation.

### Currency translation

The financial statements are presented in euro (EUR), which is also the functional currency of the parent company. For each entity in the Group, the Group determines the functional currency and items included in the financial statements of each entity are measured using that functional currency.

Transactions in a currency other than the EUR ("foreign currency") are translated into EUR using the exchange rates at the dates of the transactions. Foreign exchange differences resulting from the settlement of such transactions and from the translation of monetary assets and liabilities denominated in foreign currencies at the closing rates at the balance sheet are recognised in profit or loss. Non-monetary items measured at fair values in foreign currencies are translated using the exchange rates at the date when the fair values are determined.

Foreign exchange gains and losses impacting profit or loss are presented in the statement of profit and loss within financial income or financial expenses.

On consolidation, the assets and liabilities of foreign operations are translated into EUR at the rate of exchange prevailing at the reporting date, and their statements of profit or loss are translated at exchange rates prevailing at the dates of the transactions. The exchange differences arising on translation for consolidation are recognised in other comprehensive income. On disposal of a foreign operation, the component of other comprehensive income relating to that particular foreign operation is reclassified to profit or loss.

### Other reserves and retained earnings

Other reserves include hedging reserves, cost of hedging reserves, and foreign currency translation reserves. Hedging reserves reflect the changes in the fair value of derivative financial instruments designated as cash flow hedges. Cost of hedging reserves include the time value of options and other costs associated with hedging activities. Foreign currency translation reserves include the cumulative translation adjustments (CTA), which arise from the conversion of the financial statements of foreign operations into the reporting currency. Retained earnings include results from previous periods, changes to equity arising from business combination purchase price, and share-based payments.

### Cash flow statement

#### *Statement of cash flows*

The statement of cash flows shows the Group's cash flows for the year classified as operating, investing and financing activities, net changes for the year in cash and cash equivalents as well as the Group's cash and cash equivalents at the beginning and end of the year.

Positive amounts indicate cash inflows, whereas negative amounts indicate cash outflows.

Note 2

## Basis of Presentation and other significant accounting policies

Continued from previous page

*Cash flows from operating activities*

Cash flows from operating activities are stated as the profit/loss for the year adjusted for non-cash operating items such as depreciation, changes in working capital and income tax paid or received. Working capital includes current assets less current liabilities, excluding cash and cash equivalents and interest income.

*Cash flows from investing activities*

Cash flows from investing activities comprise cash flows from the acquisition and sale of non-current assets and businesses.

*Cash flows from financing activities*

Cash flows from financing activities comprise cash flows from instalments on lease liabilities, and interest paid as well as proceeds from issue of shares, treasury shares and debt as well as prepayment of borrowings.

### 2.3. Changes in accounting policies and disclosures

*2.3.1. New accounting policies and disclosures*

The Group has adopted standards and interpretations effective as of 1 January 2024. Adoption of new and amended standards and interpretations had no material impact on the Group's consolidated financial statements.

*2.3.2. Standards issued but not yet effective*

IASB has issued a number of amended accounting standards (IFRS) and interpretations (IFRS IC). The Group has assessed these accounting standards and interpretations, and does not anticipate the amended standards to have any material impact on either the Group's figures or disclosures.

IFRS 18 Presentation and Disclosure in Financial Statements, which was issued in April 2024, becomes effective for reporting periods beginning on or after 1 January 2027 and thus has no impact on the Group's consolidated financial statements for 2024. The Group will assess the impact of these accounting standards on the Group's figures and disclosures.

The Group has not early adopted any standard, interpretation or amendments that have been issued but are not yet effective.

### 2.4. Material accounting judgements, estimates and assumptions

The preparation of the Group's consolidated financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, accompanying disclosures, and the disclosure of contingent liabilities. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are described below. The Group based its assumptions and estimates on parameters available when the consolidated financial statements were authorised for issuance. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances that are beyond the control of the Group. Such changes are reflected in the assumptions when they occur.

Note 2

## Basis of Presentation and other significant accounting policies

Continued from previous page

*Material estimates*

*Useful life of vessels*

The estimation made regarding the useful life of the O-Class vessels has been based on, among other things, an analysis made by an external expert. The determined fatigue analysis is based on the technical specification of the wind turbine installation vessels ("WTIV") and comparable vessels. The useful life of the vessels is estimated at 25 years.

In 2020, the Group acquired two vessels which had already been in use for eight years. Therefore, the remaining useful life of these vessels is estimated at 17 years for all components except the jacking system and main crane. These components have a remaining useful life of three years from the acquisition of the vessels. In 2023, the main crane of these vessels underwent an upgrade. The old main crane was disposed of, and the new main crane was capitalised in the current year, with its useful life set to align with the remaining useful life of the vessels.

In 2023, as part of the business combination, the Group acquired two additional vessels. One of these vessels was delivered in 2015 and the other in 2012. Similar to the vessels acquired in 2020, the estimated useful life of these vessels, 25 years when first acquired, depends on initial delivery. Therefore, their remaining useful lives at acquisition date were assessed to be 17 and 14 years respectively, and all components will have the same useful life. The depreciation will be calculated over the remaining useful life of these vessels.

The estimation made regarding the useful life of Wind Peak has been based on an internal technical analysis based on the technical specification of the vessel and validated by an external expert. The useful life of the vessel is estimated at 25 years.

The residual value, useful life, and methods of depreciation of property, plant, and equipment are reviewed at each financial year end and adjusted accordingly, if appropriate. No changes were made during 2024. For more information, refer to Note 13.

*Income tax*

*Pillar Two tax effects*

In October 2021, more than 130 countries agreed on a two-pillar approach to reform the international tax system. The Pillar Two rules are designed to ensure that multinational corporations with EUR 750 million or more in annual revenue pay a minimum effective corporate tax rate of 15% on income received in each jurisdiction in which they operate.

The principal jurisdictions in which the Group may be exposed to additional taxation under Pillar Two include Denmark, the United Kingdom, and Cyprus, all of which have enacted legislation implementing these rules. However, this legislation does currently not apply to the Group as its consolidated revenue is lower than EUR 750 million.

The Group continues to assess and monitor the potential future impact of the Pillar Two rules on its business. Based on the Group's initial assessment, a portion of its future income in these jurisdictions may be subject to top-up tax under the new rules, noting that international shipping income is excluded from the calculation of GloBE income under Pillar Two, and certain other exclusions may also apply.

Note 2

## Basis of Presentation and other significant accounting policies

Continued from previous page

### Impairment of non-financial assets

Management is responsible for the identification of internal and external indicators of impairment related to non-financial assets. If indicators of impairment are identified, an impairment test must be performed.

Impairment exists when the carrying amount of an asset including right-of-use assets or CGU exceeds its recoverable amount, which is the higher of fair value less costs of disposal and value in use. The fair value less costs of disposal calculation is based on available sales transactions conducted at arm's length terms, if available. The value in use calculation is based on a DCF model. The cash flows are derived from the budget and the most recent project pipeline. These cash flows do not include restructuring activities or significant future investments which will enhance the performance of the assets or CGU being tested.

The recoverable amount depends on the discount rate used in the DCF model as well as future cash in-flows and growth rate assumptions. For further information please refer to Note 13.

### Material judgements

#### Identification of CGU for the purpose of goodwill impairment

For the purpose of testing the Group's vessels, the impairment test is performed on a vessel-by-vessel basis.

For the purpose of testing goodwill for impairment, management has assessed that Cadeler has two cash generating units (CGUs), being

- the transport and installation of offshore wind turbine generators and foundation installation vessels (WTGFIV) and
- the maintenance of offshore wind turbine generators (O&MV)

The WTGFIV CGU is comprised of Cadeler's O-Class vessels, Wind Peak and Wind Scylla, which are largely interchangeable, and the cash flows generated by them are interdependent. These vessels are operated collectively, employed interchangeably, and actively managed to meet the needs of our customers in that market. Given the technical specifications of vessels, the WTGFIV vessels are relatively homogenous with a very high degree of interoperability. The O&MV CGU is comprised of the vessel Wind Zaratan, which has different specifications and independent and separable cash flows from the other vessels.

### Revenue recognition

Judgement is performed when determining if a contract contains one or more performance obligations. Judgement is performed as complexities arise when multiple types of promises to the customer are bundled.

Evaluating the criteria for revenue recognition requires management's judgement to assess and identify performance obligations within the contract. This includes assessing the nature of performance obligations and whether they are distinct or should be combined with other performance obligations to determine whether the performance obligations are satisfied over time or at a point in time.

In contracts where many activities are bundled, judgement is applied in the determination of the most adequate recognition method and the most adequate measure of progress. Both of the judgements have a primary impact on the timing and amount of revenue to be recognised.

Note 2

## Basis of Presentation and other significant accounting policies

Continued from previous page

Evaluating the criteria for revenue recognition of contracts with customer requires management's judgement to assess and determine the following:

- Identification of performance obligations within the contract, including assessing their nature and determining whether they are distinct or should be combined, as well as whether they are satisfied over time or at a point in time.
- Determine the transaction price, including an assessment of variable consideration in the contract.
- In contracts where many performance obligation are bundled, the allocation of transaction price to performance obligations to determine the stand-alone selling price of each performance obligation identified in the contract using key assumptions which may include observable market and expected margin in the activities.

*Macroeconomic factors and climate risks*

As part of our commitment to transparency and risk management, Cadeler recognises the significance of macroeconomic factors and climate risks in financial evaluations. These factors are integral to assessing the useful lives and residual values of assets and conducting Discounted Cash Flow (DCF) analyses for impairment testing. Operating within the offshore wind installation sector, Cadeler's fleet supports the energy transition, a key driver of long-term demand.

Management has evaluated climate-related risks, including regulatory developments, technological advancements, and market shifts, and does not currently identify indicators requiring changes to our depreciation assumptions, residual values, or impairment outlook. Our vessels are designed to accommodate evolving industry requirements, mitigating the risk of obsolescence from climate policies or emissions regulations.

Cadeler's assessment considers potential financial impacts of climate-related risks, including operational disruptions from extreme weather, supply chain vulnerabilities, and shifting industry standards. While climate risks could influence project timing or infrastructure investments, there is no evidence suggesting a material impact on asset valuations. The useful life of our vessels is reviewed regularly in light of emerging industry trends, and current market conditions support the expectation that our assets will continue to generate economic benefits as planned. Additionally, our ongoing investments in modern, upgradeable vessels enhance adaptability to future regulatory changes, further supporting our financial assumptions.

Beyond climate risks, Cadeler monitors broader macroeconomic conditions, including inflationary pressures, interest rate fluctuations, and geopolitical uncertainties that may impact operations. The international macroeconomic situation is currently characterized by material uncertainty, mainly due to the elevated levels of public debt in many of the leading global economies, increasing interest and inflation rates, the war in Ukraine, the imposition of sanctions against Russia, conflict in the Middle East, European energy crises and global supply-chain constraints. The energy sector remains subject to volatility due to regulatory shifts and economic developments, and we remain proactive in integrating these factors into financial evaluations. Through continuous assessment and review, we ensure that our accounting policies reflect a comprehensive understanding of macroeconomic and climate-related risks, maintaining a robust approach to financial reporting and impairment analyses. For more information on the risks to which Cadeler is exposed, refer to the Finance review.

Note 3

# Revenue

## Disaggregation of revenue from contracts with customers by activity

The following table provides information about disaggregated revenue.

EUR'000	2024	2023	2022
<b>Revenue disaggregation</b>			
Time charter services and transportation and installation services	226,545	99,841	104,578
Other revenue, including fees earned for early termination by customers of contracts	22,193	8,781	1,846
<b>Total revenue</b>	<b>248,738</b>	<b>108,622</b>	<b>106,424</b>

For the year ended 31 December 2024, the lease component, included within time charter services and transportation and installation services, amounts to EUR 85 million (2023: EUR 79 million; 2022: EUR 91 million).

Cadeler Group's revenue for the year ended 31 December 2024 is allocated across regions, with 50% generated from Europe and 50% from the rest of the world (2023 and 2022: 100% from Europe).

## Contract assets and deferred revenue

Customers are typically invoiced on a monthly basis, when the vessels are on contract. Sometimes contracts will recognise revenue for work performed and it will be reported as a contract asset until it is invoiced. For more information about contract assets at the reporting period, refer to Note 16.

Deferred revenue relates to consideration received from customers for the unsatisfied performance obligations. Revenue will be recognised when the related services are provided to the customers, which is almost entirely within 12 months.

EUR'000	2024	2023	2022
<b>Beginning of financial year</b>	13,881	3,157	16,156
Acquisition of businesses	-	1,913	-
Deferred during the period	45,360	10,670	2,857
Recognised as revenue during the period	(11,928)	(1,859)	(15,856)
Exchange differences	24	-	-
<b>Total deferred revenue at end of period</b>	<b>47,337</b>	<b>13,881</b>	<b>3,157</b>
<b>Current</b>	<b>45,590</b>	<b>12,103</b>	<b>1,831</b>
<b>Non-current</b>	<b>1,747</b>	<b>1,778</b>	<b>1,326</b>

Note 3

# Revenue

Continued from previous page

### Major customers

For the year ended 31 December 2024, revenue with 4 customers each exceeded 10% of total revenue. The revenue derived from these four customers was EUR 60 million, EUR 58 million, EUR 56 million and EUR 36 million respectively.

For the year ended 31 December 2023, revenue with three customers each exceeded 10% of total revenue. The revenue derived from these three customers was EUR 44.5 million, EUR 28.5 and EUR 22.7 million respectively.

For the year ended 31 December 2022, revenue with two customers each exceeded 10% of total revenue. The revenue derived from these two customers was EUR 52.4 million and EUR 53.2 million respectively.

### Operating segments and geographical information

The Group operates five windfarm installation vessels, which are viewed as one segment. The vessels operate in a global market and are often redeployed to different regions due to changing customers or contracts. Accordingly, we report our operations as a single reportable segment.

### Contract backlog

The Group's order backlog as of 31 December 2024 amounts to EUR 2.3 billion (2023: EUR 1.7 billion; 2022: EUR 0.9 billion). The table below includes signed contracts as of 31 December. EUR 428 million of the backlog pertains to contracts that management expect to recognise in 2025.

EUR million	Within 1 year	After 1 year	Total
<b>Contract backlog</b>			
Firm	372	1,534	1,906
Subject to exercise of counterparty options (non-contingent)	28	187	215
Subject to exercise of counterparty options (contingent)	28	187	215
<b>Total as of 31 December 2024</b>	<b>428</b>	<b>1,908</b>	<b>2,336</b>
Firm	176	1,201	1,377
Subject to exercise of counterparty options (non-contingent)	16	163	179
Subject to exercise of counterparty options (contingent)	16	163	179
<b>Total as of 31 December 2023</b>	<b>208</b>	<b>1,527</b>	<b>1,735</b>
<b>Contract backlog as of 31 December 2022</b>			
Firm	81	574	655
Subject to exercise of counterparty options (non-contingent)	2	123	125
Subject to exercise of counterparty options (contingent)	2	123	125
<b>Total as of 31 December 2022</b>	<b>85</b>	<b>820</b>	<b>905</b>



Note 3

## Revenue

Continued from previous page

### Accounting policies

When accounting for revenue recognition, an assessment is performed on a contract-by-contract basis at contract inception.

Overall, the Group's contracts with customers comprise:

- Revenue from time charter contracts and time charter related activities (referred to as time charter revenue) and
- Revenue from transportation and installation activities (referred to as transportation and installation revenue stream).

The Group's accounting policies for each revenue stream are disclosed below.

### Time charter revenue

Revenue from time charter hire services are contracts with customers where the Group utilises its vessels, equipment and crew to deliver a service to the customer based on either a fixed day rate or milestone deliverables. Contracts may also include other promises such as mobilisation and demobilisation, catering and accommodation.

Revenue from time charter contracts is generated from two distinct activities: 1) leasing of vessels and 2) provision of services within wind farming projects, e.g. catering and accommodation, mobilisation, demobilisation and bunker services. As such, a time charter contract consists of a leasing component (the element relating to hire of the vessel) and a service component. These components are not treated or priced separately in the contracts, nor does the Group offer either of the services separately. The service component is within the scope of IFRS 15, while the leasing component is within the scope of IFRS 16.

### 1. Leasing of vessels

The leasing component is recognised as revenue over time over the charter period. Payments from customers for the bareboat hire element are recognised over time in accordance with the length of the customer contract. Prepayments from customers for the leasing component are recognised as deferred revenue.

This lease components are classified as an operating lease, as such leases do not cover a significant part of the economic life of the vessels and the Group retains substantially all risks and rewards incidental to ownership of the vessels. Rental income from operating leases is recognised in profit or loss on an over time basis over the charter period and included in revenue as stated in the above section.

Initial direct costs incurred by the Group in negotiating and arranging operating leases are capitalised as other receivables and recognised as an expense in profit or loss over the lease term on the same basis as the lease income.

### 2. Provision of services within wind farming projects, e.g. catering and accommodation, mobilisation, demobilisation and bunker services

To determine revenue recognition for the service component of the time charter arrangements, the Group performs, in line with the requirements of IFRS 15, the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognise revenue when (or as) the entity satisfies a performance obligation.

Note 3

## Revenue

Continued from previous page

Time charter revenue is recognised when control of the goods or services is transferred to the customer at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services. At contract inception, once the service component within the time charter contract is determined to be within the scope of IFRS 15, the Group assesses the goods and services promised within each contract and identifies as a performance obligation each good or service that is distinct. Revenue is recognised in the amount of the transaction price that is allocated to the respective performance obligation when (or as) the performance obligation is satisfied.

While the contracts contain several promises, these are usually considered highly interdependent and highly interrelated and as such considered as one single performance obligation recognised over time applying a relevant measure of progress. Assessment hereof is performed on a contract-by-contract basis.

Prepayments from customers for which the service component has yet to be provided are recognised as deferred revenue. Revenue is recognised as the service is being provided, being over the term of the related time charter contract. The Group recognises deferred contract costs for upfront costs of fulfilling a contract and present such as other receivables.

*Time charter related activities*

*Bunker services*

The Group is sometimes providing bunker services to help customers ensure that sufficient bunker is available to operate the vessels at the right time and in the right quality and quantity. As such, for certain projects the Group provides bunker procurement services and assumes responsibility for the logistics and handling of procured bunker.

Management's assessment of whether a principal or agent relationship exists is based upon whether the Group has the ability to control the goods before they are transferred to the customer. This assessment is performed on a contract-by-contract basis at contract inception and takes into account various factors such as whether the Group takes legal title of the bunker and has the ability to direct the use of the bunker.

*Variable consideration related to time charter related activities*

Variable consideration, for example in respect of weather days and extension of time, is constrained at contract inception to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognised will not occur when the uncertainty associated with the variable consideration is subsequently resolved.

**Transportation & Installation (T&I) revenue**

Revenue from T&I represents contracts with customers where the Group utilises its vessels, equipment and crew to perform the transportation and installation of offshore wind turbine foundations as well as heavy lifting operations, decommissioning and planning and engineering.

Revenue from transportation and installation activities may, depending on the contract, represent one or more performance obligations.

Usually a fixed milestone payment schedule will be agreed upon. The transaction price may include variable elements, such as related to fuel, commodities, etc. Payment terms with customers are considered industry standard and do not include a significant financing component. To the extent possible, we obtain payment guarantees to minimise the credit risk during the contract term.

Note 3

## Revenue

Continued from previous page

Revenue from T&I contracts is generated from two distinct activities: 1) leasing of vessels and 2) T&I service components. As such, those contracts consist of a leasing component (the element relating to hire of the vessel) and a service component. These components are not treated or priced separately in the contracts, nor does the Group offer either of the services separately. The service component is within the scope of IFRS 15, while the leasing component is within the scope of IFRS 16, as described above.

To determine revenue recognition for T&I service components, the Group performs in line with the requirements of IFRS 15 the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognise revenue when (or as) the entity satisfies a performance obligation. Revenue from contracts with customers is recognised when control of the goods or services is transferred to the customer at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services. At contract inception, once the T&I contract is determined to be within the scope of IFRS 15, the Group assesses the goods and services promised within each contract and identifies as a performance obligation each good or service that is distinct. Revenue is recognised in the amount of the transaction price that is allocated to the respective performance obligation when (or as) the performance obligation is satisfied.

In respect of T&I service components, the following main promises apply:

- Planning and engineering,
- Transport of monopiles and secondary steel from supply port to feeder port,
- Installation of monopiles and secondary steel offshore,
- Storage and handling at feeder port,
- Warranty

While the contracts contain several distinct promises, these are considered less interdependent and interrelated and as such are considered multiple performance obligations. Assessment hereof is performed on a contract-by-contract basis.

Revenue is recognised over time as the service is being provided using a cost-to-cost method or straight-line recognition, depending on what better depicts the progress of each separate performance obligation. Prepayments from customers for which the service component has yet to be provided are recognised as deferred revenue and recognised as revenue over the period during which the services are performed.

### *T&I related activities*

#### *Planning and engineering*

The Group provides planning and engineering services to the customer. Such revenue is recognised over time based upon percentage-of-completion whereby total costs incurred to date are compared with total forecast costs at completion of the planning and engineering services.

#### *Transportation of monopiles and secondary steel from supply port to feeder port*

The Group is engaged with transportation of monopiles and secondary steel from supply port to feeder port. Such revenue is recognised over time based upon percentage-of-completion, whereby total time spend on transportation is compared with total forecast time at completion of the transportation.

Note 3

## Revenue

Continued from previous page

### *Storage and handling at feeder port*

The Group has been tasked with the storage and handling of the material used in the installation. Such revenue is recognised over time based upon percentage-of-completion whereby total time spend on storage is compared with total forecast time at completion of the storage.

### *Installation of monopiles and secondary steel offshore*

The Group has been tasked with the installation of monopiles and secondary steel offshore. Such revenue is recognised over time based upon percentage-of-completion, whereby total costs incurred to date are compared with total forecast costs at completion of the planning and engineering services.

### *Warranty obligations*

The Group provides warranties for the repair of defects which are identified during the contract and within a defined period thereafter.

In general, all are assurance-type warranties, as defined within IFRS 15, which the Group recognises under IAS 37.

### *Variable consideration related to installation and transportation activities*

Variable consideration, for example in respect of steel prices, bunker prices etc., is constrained at contract inception to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognised will not occur when the uncertainty associated with the variable consideration is subsequently resolved.

### **Lease and non-lease components of revenue**

The service component of time charter contracts is primarily derived from crewing costs with a markup. The lease component is calculated by applying the bareboat charter to the on-hire days.

### **Deferred revenue**

Payments received in advance and reservation fees are deferred and recognised as current liabilities if the service or leasing component are due within one year or less. Otherwise, they are presented as non-current liabilities. Deferred revenue is recognised as revenue in profit or loss over time over the period during which the related service is performed.

### **Contract cost**

Incremental costs of obtaining a contract and certain costs to fulfil a contract to be recognised as an asset if certain criteria are met. Any capitalised contract costs assets are amortised on a systematic basis that is consistent with the transfer of the related goods or services to the customer.

### **Contract backlog (as of reporting date)**

The total value of all customer contracts, both firm and options, that are not yet recognised as revenue as of the reporting date, and includes all new contracts signed until the same reporting date of the annual or interim report. Firm days are counted at full committed amounts. Contract backlog in 2024 assumes 100% of counterparty options are exercised with 50% classified as non-contingent and the remaining 50% as contingent. The definition also includes any contracts where revenue recognition has started but not yet completed as of the reporting date. Contract backlog excludes vessel reservation agreements.

Note 4

## Expenses by nature

EUR'000	Note	2024	2023	2022
<b>Cost of sales</b>				
Right-of-use asset depreciation	14	235	30	-
Insurance		2,754	1,573	1,933
Vessel depreciation	13	53,696	22,484	21,664
Impairment of property, plant and equipment	13	-	5,000	-
Crewing costs paid to a related party and an external party	27	-	-	61
Offshore employee compensation	6	32,285	15,921	13,089
Fuel and oil		2,976	711	1,113
Maintenance		7,886	5,121	4,039
Messing costs		2,948	1,448	1,428
Seafarer travel		7,110	2,835	2,589
Specific charter costs		10,776	4,052	2,623
Utilities		1,308	389	689
Other operating expenses		2,254	294	309
<b>Total cost of sales</b>		<b>124,228</b>	<b>59,858</b>	<b>49,537</b>

Specific charter costs include the release of a provision for an onerous contract, amounting to EUR 1.6 million, resulting from the favourable terms of the signed compensation agreement.

EUR'000	Note	2024	2023	2022
<b>Administrative expenses</b>				
Depreciation and amortisation	12, 13, 14	2,522	534	1,020
Onshore employee compensation	6	33,132	18,889	9,905
Repair and maintenance expenses		3,020	1,123	796
Legal and professional fees		7,576	2,122	1,047
Transaction costs		-	7,707	-
Rental expenses		1,757	751	582
Travel expense		1,988	985	612
Marketing and entertainment expenses		1,283	602	788
Other expenses		5,823	1,745	946
<b>Total administrative expenses</b>		<b>57,101</b>	<b>34,458</b>	<b>15,696</b>

Transaction costs in 2023 include all costs related to the business combination with Eneti, such as advisory, legal and consulting fees, which are included in administrative expenses.

Note 4

## Expenses by nature

Continued from previous page

### Accounting policies

#### Cost of sales and administrative expenses

Cost of sales consists of expenses directly attributable to the Group's core activities, including seafarers payroll, vessel depreciation, and the operation and maintenance of vessels.

Administrative expenses, which include administrative staff costs, share-based compensation, management costs, office expenses, business combination transaction costs and other administration related expenses, are expensed as they are incurred.

### Auditor remuneration

Administrative expenses include fees to the auditors appointed by the shareholder at the Annual General Meeting:

EUR'000	2024	2023	2022
Statutory audit	2,016	474	125
Other assurance services	264	1,608	-
Tax services	9	2	105
Other services	22	606	51
<b>Total</b>	<b>2,311</b>	<b>2,690</b>	<b>281</b>

Statutory audit services consist of fees for professional services rendered by EY for the audit of our annual consolidated financial statements and services that are provided by the auditor in connection with statutory audit. For 2024, the fee includes services related to issuance of audit reporting on the design and operating effectiveness of the company's internal controls over financial reporting (SOX404b).

Other assurance services consist of review of interim financial information and, for 2023, include PCAOB re-audits for 2021 and 2022, as well as assurance reports in respect of pro-forma financial information in connection with regulatory filings.

Tax services consists of tax compliance services.

Other services consists of services provided for other permitted services, including fees for work performed in connection with the U.S. listing in December 2023.



Note 5

## Net other Operating Income and Expenses

EUR'000	2024	2023	2022
Other operating income	2,286	3,000	-
Other operating expenses	(251)	(2,863)	-
<b>Net other operating income and expenses</b>	<b>2,035</b>	<b>137</b>	-

Other operating income and expenses for 2024 primarily consist of management fees earned from the operation of third-party vessels.

Other operating income and expenses for 2023 includes the net gain from the sale of the main cranes and spare parts of both O-Class vessels. The contract signed for the sale of both main cranes states a purchase price of EUR 1.5 million for each main crane. In the case of Wind Orca, the carrying amount of the main crane had been written down, reflecting the value that was expected from the disposal of the assets. Thus, an impairment loss of EUR 5 million was reflected in the statement of profit and loss. The Osprey main crane had been kept at its carrying amount since there was a gain from the disposal. The sale of both main cranes is driven by the main crane upgrades to the O-Class vessels.

**Accounting policies**

Other operating income and expenses, include transactions not related to the operations of the Group, such as, gains and losses on sale of non-current assets, and is generally recognised when it is probable that the benefits and losses associated with the transaction will flow to the Company and if the significant risks and rewards have been transferred to the buyer (generally when the transaction is finalised).

Note 6

## Employee compensation

### Onshore - presented within administrative expenses

EUR'000	Note	2024	2023	2022
Wages and salaries		29,340	16,957	8,873
Employer's contribution to defined contribution plans		1,635	847	502
Share based payment expense	7	1,662	1,134	352
Other short-term benefits		495	611	178
<b>Total onshore employee compensation</b>		<b>33,132</b>	<b>19,549</b>	<b>9,905</b>
Average number of full time employees		242	113	70

As of 31 December 2023, employee compensation includes EUR 660 thousand related to bonus paid, included in transaction cost. For more information refer to Note 4, administrative expenses.

#### Accounting policies

Employee benefits are recognised as an expense, unless the cost qualifies to be capitalised as an asset.

Employee compensations include wages and salaries, including compensated absence and pensions, as well as other social security contributions made to the entity's employees or public & government authorities.

### Offshore - presented within cost of sales

EUR'000	Note	2024	2023	2022
Wages and salaries		30,043	14,056	11,693
Employer's contribution to defined contribution plans		2,059	1,124	1,082
Other short-term benefits		183	741	314
<b>Total offshore employee compensation</b>		<b>32,285</b>	<b>15,921</b>	<b>13,089</b>
Average number of full time employees		364	182	162

### Total

EUR'000	Note	2024	2023	2022
Wages and salaries		59,383	31,013	20,566
Employer's contribution to defined contribution plans		3,694	1,971	1,584
Share based payment expense	7	1,662	1,134	352
Other short-term benefits		678	1,352	492
<b>Total employee compensation</b>		<b>65,417</b>	<b>35,470</b>	<b>22,994</b>
Average number of full time employees		606	295	232
Number of employees at the end of the reporting period		659	570	232



Note 6

## Employee Compensation

*Continued from previous page*

Eneti employees, both onshore and offshore, joined the Group by the end of December 2023. Thus, average number of full-time employees as of 2023 reflects the number of employees in Eneti divided by 12 months. Eneti had 99 onshore full time employees and 176 seafarers by the end of 2023.

Labour costs related to certain employees who are working on the management of the newbuilding process have been capitalised. These capitalised costs amounted to EUR 2.7 million in 2024, EUR 1.1 million in 2023 and EUR 900 thousands in 2022 and are recognised under assets under construction.



Note 7

## Long term incentive programmes

The following share-based long-term incentive programmes were in place as of 31 December 2024:

(i) In January 2022, the Executive Management and select employees were granted from 10,393 to 55,430 Restricted Share Units (RSU) which fully vested and were issued in July 2024. The total fair value of the RSU allocation is calculated based on the Company's closing share price on Nasdaq Copenhagen A/S on the day of grant, and the value is EUR 394 thousand (EUR 3.3 per RSU). The expense recognised in profit and loss for the year amounts to EUR 53 thousand (EUR 143 thousand in 2023; EUR 157 thousand in 2022).

(ii) In January 2022, the Executive Management and select employees were granted from 10,393 to 55,430 Options in Cadeler shares, which fully vested in May 2024 and expire in April 2027. The strike price ranged from NOK 36.02 to NOK 38.42, depending on the exercise period. The fair value of these options was EUR 160 thousand (EUR 1.3 per RSU) as determined at grant date using the Black-Scholes model. The expense recognised in profit and loss for the year amounts to EUR 13 thousand (EUR 62 thousand in 2023; EUR 69 thousand in 2022). The average remaining contractual life for the options as of 31 December 2024 is 2.3 years.

For the programmes described in (i) and (ii) above, the annualised volatility of the shares of 48.1% is based on the historical volatility of the price of shares, annual risk-free interest rate of 1%, dividend yield of zero, expected life until expiration date and average share price of EUR 3.7.

(iii) In May 2022, the Executive Management and select employees were granted from 43,420 to 221,719 Options in Cadeler shares, which will vest in May 2025 and expire in May 2028. The strike price will be NOK 40.24 and is conditional upon continued employment at Cadeler. The fair value of these options is EUR 761 thousand (EUR 1.3 per RSU) as determined at grant date using the Black-Scholes model. The expense recognised in profit and loss for the year amounts to EUR 237 thousand (EUR 237 thousand in 2023; EUR 114 thousand in 2022). The average remaining contractual life for the options as per 31 December 2024 is 3.3 years. The annualised volatility of the shares of 42.5% is based on the historical volatility of the price of shares, annual risk-free interest rate of 2.8%, dividend yield of zero, expected life until expiration date and average share price of EUR 3.7.

(iv) In January 2023, the Executive Management and select employees were granted from 19,760 to 130,416 Restricted Share Units, which will vest in July 2025 and are conditional upon continued employment at Cadeler. The fair value of the RSU's is EUR 1.2 million (EUR 3.0 per RSU) as determined at grant date using the Black-Scholes model. The expense recognised in profit and loss for the year amounts to EUR 468 thousand (EUR 498 thousand in 2023). The average remaining contractual life as of 31 December 2024 is 0.5 years. The average share price is NOK 36.56.

Note 7

## Long term incentive programmes

Continued from previous page

(v) In August 2023, the Executive Management and select employees were granted from 88,920 to 385,320 Options in Cadeler shares which will vest in August 2026 and expire in August 2029. The strike price will be NOK 45.49 and vesting is conditional upon continued employment at Cadeler. The fair value of these options is EUR 2.2 million (EUR 1.8 per option) as determined at grant date using the Black-Scholes model. The expense recognised in profit and loss for the year amounts to EUR 419 thousand (EUR 250 thousand in 2023). The average remaining contractual life of the options as of 31 December 2024 is 4.5 years. The annualised volatility of the shares of 61.0% is based on the historical volatility of the price of shares, annual risk-free interest rate of 2.68%, dividend yield of zero, expected life until expiration date and average share price of EUR 3.7.

(vi) In May 2024, the Executive Management was granted a total of 193,011 Restricted Share Units, which will vest at the end of May 2027. The RSU's expire at the end of May 2030 and are conditional upon continued employment at Cadeler. The fair value of the RSU's is EUR 1.1 million (EUR 5.6 per RSU) as determined at grant date using the Black-Scholes model. The expense recognised in profit and loss for the year amounts to EUR 206 thousand. The average remaining contractual life as of 31 December 2024 is 5.4 years. The average share price used is NOK 64.2.

(vii) In May 2024, the Executive Management and select employees were granted from 140,372 to 245,651 Options in Cadeler shares, which will vest at the end of May 2027 and expire at the end of May 2030. The strike price will be NOK 74.32 and vesting is conditional upon continued employment at Cadeler. The fair value of these options is EUR 1.4 million (EUR 1.4 per option) as determined at grant date using the Black-Scholes model. The expense recognised in profit and loss for the year amounts to EUR 265 thousand. The average remaining contractual life of the options as of 31 December 2024 is 5.4 years. The annualised volatility of the shares of 31.2% is based on the historical volatility

of the price of shares, annual risk-free interest rate of 3.63%, dividend yield of zero, expected life until expiration date, and average share price of NOK 64.2.

### Accounting policies

#### Share-based payments

Employees (including senior executives) of the Group receive remuneration in the form of share-based payments, whereby employees render services as consideration for equity instruments (equity-settled transactions).

#### Equity-settled transactions

The cost of equity-settled transactions is determined by the fair value at the date when the grant is made using an appropriate valuation model.

That cost is recognised in employee benefits expenses, together with a corresponding increase in equity (retained earnings), over the period in which the service and, where applicable, the performance conditions are fulfilled (the vesting period). The cumulative expense recognised for equity-settled transactions at each reporting date until the vesting date reflects the extent to which the vesting period has expired and the Group's best estimate of the number of equity instruments that will ultimately vest. The expense or credit in the statement of profit or loss for a period represents the movement in cumulative expense recognised as at the beginning and end of that period.

Note 7

## Long term incentive programmes

*Continued from previous page*

Service and non-market performance conditions are not taken into account when determining the grant date fair value of awards, but the likelihood of the conditions being met is assessed as part of the Group's best estimate of the number of equity instruments that will ultimately vest. Market performance conditions are reflected within the grant date fair value.

Any other conditions attached to an award, but without an associated service requirement, are considered to be non-vesting conditions. Non-vesting conditions are reflected in the fair value of an award and lead to an immediate expensing of an award unless there are also service and/or performance conditions.

No expense is recognised for awards that do not ultimately vest because non-market performance and/or service conditions have not been met.

Where awards include a market or non-vesting condition, the transactions are treated as vested irrespective of whether the market or non-vesting condition is satisfied, provided that all other performance and/or service conditions are satisfied.

The dilutive effect of outstanding options is reflected as additional share dilution in the computation of diluted earnings per share in a loss situation only if loss per share decreases.



Note 7

# Long term incentive programmes

Continued from previous page

Outstanding instruments - Options	2024				2023				2022			
	Executive management		Other employees		Executive management		Other employees		Executive management		Other employees	
	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>
<b>Outstanding at 1 January</b>	967,029	3.47	894,123	3.46	344,589	3.16	330,963	3.15	-	-	-	-
Granted during the year	386,023	6.24	631,674	6.24	622,440	3.64	563,160	3.64	344,589	3.16	330,963	3.15
Forfeited during the year	-	-	-	-	-	-	-	-	-	-	-	-
Exercised during the year	-	3.03	(38,108)	-	-	-	-	-	-	-	-	-
Expired during the year	-	-	-	-	-	-	-	-	-	-	-	-
<b>Outstanding at 31 December</b>	<b>1,353,052</b>	<b>4.39</b>	<b>1,487,689</b>	<b>4.76</b>	<b>967,029</b>	<b>3.47</b>	<b>894,123</b>	<b>3.46</b>	<b>344,589</b>	<b>3.16</b>	<b>330,963</b>	<b>3.15</b>

Outstanding instruments - RSU	2024				2023				2022			
	Executive management		Other employees		Executive management		Other employees		Executive management		Other employees	
	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>	Number	WAEP <sup>1</sup>
<b>Outstanding at 1 January</b>	245,126	-	271,327	-	55,430	-	65,823	-	-	-	-	-
Granted during the year	193,011	-	-	-	189,696	-	205,504	-	55,430	-	65,823	-
Forfeited during the year	-	-	-	-	-	-	-	-	-	-	-	-
Exercised during the year	(55,430)	-	(65,823)	-	-	-	-	-	-	-	-	-
Expired during the year	-	-	-	-	-	-	-	-	-	-	-	-
<b>Outstanding at 31 December</b>	<b>382,707</b>	<b>-</b>	<b>205,504</b>	<b>-</b>	<b>245,126</b>	<b>-</b>	<b>271,327</b>	<b>-</b>	<b>55,430</b>	<b>-</b>	<b>65,823</b>	<b>-</b>

<sup>1</sup>EUR Weighted average exercise price (WAEP).

Note 8

## Board of Directors and Executive Management Compensation

EUR'000	2024			2023			2022		
	Board of directors	Executive management	Total	Board of directors	Executive management	Total	Board of directors	Executive management	Total
Wages, salaries and board fees	334	1,050	1,384	183	850	1,033	180	683	863
Share based payment	-	957	957	-	588	588	-	173	173
Other short-term benefits	-	41	41	-	55	55	-	36	36
Cash bonus	-	1,197	1,197	-	1,155	1,155	-	482	482
<b>Total management compensation</b>	<b>334</b>	<b>3,245</b>	<b>3,579</b>	<b>183</b>	<b>2,648</b>	<b>2,831</b>	<b>180</b>	<b>1,374</b>	<b>1,554</b>

*Executive Management*

Executive Management means the members of the Executive Management which are registered with the Danish business authority and who also have the authority and responsibility for the planning, directing and controlling activities of the Company as defined by IAS 24. As such, Executive Management is considered Chief Operating Decision Makers (CODM) as defined by IFRS 8.

*Board of Directors*

Andreas Sohmen-Pao and Andreas Beroutsos are employed by the BW Group. These board members have not received remuneration from Cadeler in 2022, 2023 and 2024. Andreas Beroutsos stepped down from the Board with effect from 25 April 2023. On the same date, Andrea Abt joined the Board.

David Peter Cogman is employed by the Swire Group and has not received remuneration from Cadeler in 2021, 2022 and 2023. David Peter Cogman stepped down from the Board with effect from 16 June 2023 along with Connie Hedegaard.

On 20 February 2024, Emanuele Lauro and James Nish joined the Board. Emanuele Lauro is the Director and Chief Executive Officer of Scorpio Holdings Limited considered a related party (See Note 27).

On 23 April 2024, Jesper T. Lok left the Board of Directors and Colette Cohen was elected to serve a two year term through the 2026 AGM.

On 11 November 2024, Thomas Thune Andersen was elected as a new member of the Board of Directors.

Note 9

## Financial Income and Expenses

EUR'000	2024	2023	2022
Foreign currency gain	1,511	109	3,424
Fair value change of derivative (ineffectiveness)	428	-	363
Interest income	3,294	1,432	244
<b>Financial income</b>	<b>5,233</b>	<b>1,541</b>	<b>4,031</b>

EUR'000	2024	2023	2022
<b>Interest expense</b>			
- Interest linked to debt liabilities	2,368	2,851	1,351
- Interest with related parties	-	-	157
Guarantee charges	581	-	-
Fair value change of derivative (ineffectiveness)	-	765	-
Lease liabilities	428	25	21
Foreign currency loss	3,322	389	7,834
Bank fees	501	456	318
<b>Financial expenses</b>	<b>7,200</b>	<b>4,486</b>	<b>9,681</b>

Total interest paid in 2024 as per Consolidated Statement of Cash Flows amounts to EUR 19.7 million (2023: EUR 7.1 million; 2022: EUR 4.2 million), which has been capitalised to Property, Plant and Equipment. For more information refer to Note 13. Interest linked to debt liabilities include EUR 2.4 million (2023: EUR 1.9 million; 2022: EUR 0.9 million) due to write off of loan fees related to previous debt facilities. Additionally in 2023, EUR 1.0 million from the amendment to prior debt facility in June 2023.

### Accounting policies

Finance income and expenses comprise interest income and expenses and realised and unrealised exchange rate gains and losses on transactions denominated in foreign currencies as well as fair value adjustments related to the ineffective part of the financial instruments.

Interest income and interest expenses are recognised using the effective interest rate. The effective interest rate is the discount rate that is used to discount expected future cash payments or receipts through the expected life of the financial asset or financial liability to the amortised cost (the carrying value) of such asset or liability.

Note 10

# Income Taxes

EUR'000	2024	2023	2022
<b>Income tax expense</b>			
<b>Tax expense attributable to profit is made up of:</b>			
Current tax	(1,271)		
Movement on deferred tax	(1,137)		
<b>Total Income tax expense</b>	<b>(2,408)</b>		

Tax expenses comprise the expected income tax charge for the year in accordance with IAS 12. The majority of the Group's taxable income is generated from its vessel operating entities in Denmark and UK. The tax base of the Groups' vessel assets is held by wholly owned subsidiaries located in Cyprus, UK and Japan. The Group routinely evaluates its exposure to local income taxes (Permanent Establishments) relating to its foreign operations which can result in additional current foreign taxes.

An expansion of the Danish tonnage tax regime to cover wind farm installation vessels was passed in January 2020 with retroactive effect from 2017, inclusive. On 15 December 2020, Cadeler A/S received a binding ruling from the Danish Tax Authorities. As a result, management has applied the Danish Tonnage Taxation since 2021.

The recorded tonnage tax expense for 2024 in Denmark and Cyprus amount to EUR 0 thousand and EUR 5 thousand respectively (2023 and 2022: EUR 0 thousand and EUR 5 thousand, respectively). Tonnage taxes in Denmark amount to EUR 0 due to utilization of tax losses.

As announced in the UK Budget 2023, a 'window of opportunity' was created for entry to the UK Tonnage Tax regime. In November 2024, the UK subsidiary group elected to

participate in the UK Tonnage Tax regime, effective on 1st January 2025. Entities within the UK subsidiary group that are not considered within the scope of the UK Tonnage Tax will continue to be subject to their local corporate tax regime.

The Group continues to assess the potential impact of the Pillar Two rules on future reporting periods. See Note 2 for further details.

EUR'000	2024	2023	2022
<b>Effective tax rate</b>			
<b>Tax expense attributable to profit is made up of:</b>			
Profit before income tax	67,477	11,498	35,541
DK corporation tax	-	-	-
UK corporation tax	-	-	-
TW corporation tax	1,271	-	-
Deferred tax	1,137	-	-
<b>Income tax expense, reported</b>	<b>2,408</b>		
<b>Effective tax rate (%)</b>	<b>3.6%</b>	<b>0.0%</b>	<b>0.0%</b>



## Note 10

**Income Taxes***Continued from previous page***Accounting policies***Income tax*

Current income tax for current and prior periods is recognised at the amount expected to be paid to or recovered from the tax authorities, using the tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date.

Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions, where appropriate, on the basis of amounts expected to be paid to the tax authorities.

Deferred income tax is recognised for all temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements except when the deferred tax arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss and does not give rise to equal taxable and deductible temporary differences.

Deferred income tax is measured at the tax rates that are expected to apply when the related deferred income tax asset is realised or the deferred income tax liability is settled, based on tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date.

Current and deferred income taxes are recognised as income or expenses in profit or loss, except to the extent that the tax arises from a transaction which is recognised directly in equity.

*Tonnage tax*

Under the scheme, ship-owners (or bareboat charterers) pay a fixed tax amount per net tonne at their disposal rather than paying taxes based on taxable income, expenses, and depreciation. The Group has participated in the Danish scheme since 27 November 2020 and has joined the UK tonnage scheme, effective 1st January 2025.

As the vessels are owned and registered by subsidiaries in jurisdictions other than Denmark, the Group is also subject to tonnage taxation in such jurisdictions. This tonnage taxation is calculated based on a fixed tax amount per tonne.

This scheme is based on a notional income derived from tonnage capacity and not based on the entities' actual income and expenses, the Group does not consider the scheme to fall under the rules of IAS 12. Consequently, the tonnage tax expenses are not presented as part of tax expense in the statement of profit and loss, but are recognised under costs of sales.

Note 11

## Earnings Per Share (EPS)

The following table reflects the income and share data used in the basic and diluted EPS calculations:

EUR'000	2024	2023	2022
<b>Profit attributable to ordinary equity holders of the parent for basic earnings</b>	<b>65,069</b>	<b>11,498</b>	<b>35,541</b>

Thousands	2024	2023	2022
<b>Weighted average number of ordinary shares for basic EPS<sup>1</sup></b>	<b>345,979</b>	<b>201,362</b>	<b>163,219</b>
Effect of dilution from share based payments programme	980	1,861	676
<b>Weighted average number of ordinary shares adjusted for the effect of dilution<sup>1</sup></b>	<b>346,959</b>	<b>203,223</b>	<b>163,895</b>

There have been no other transactions involving ordinary shares or potential ordinary shares between the reporting date and the date of authorisation of these consolidated financial statements.

<sup>1</sup> The weighted average number of shares takes into account the weighted average effect of share based payments during the year.

The weighted average number of ordinary shares takes into account the weighted average effect of share-based payments during the period as well as issuance of shares in connection with private placement on 15 February 2024, resulting in the issuance of 39.5 million share, the private placement on 26 June 2024, resulting in the issuance of 28 thousand shares and the share buy-back program, resulting in the repurchase of 215 thousand shares. In December 2023, 114 million shares were issued for this business combination with Eneti.

### Accounting policies

The Company calculates Basic EPS by dividing the profit for the year attributable to ordinary equity holders of the parent by the weighted average number of ordinary shares outstanding during the year.

Diluted EPS is calculated by dividing the profit attributable to ordinary holders of the parent by the weighted average number of ordinary shares outstanding during the year plus the weighted average number of ordinary shares that would be issued on conversion of all the dilutive potential ordinary shares into ordinary shares.

Note 12

# Intangible Assets

EUR'000	2024			2023			2022
	Software	Goodwill	Total	Software	Goodwill	Total	Software
<b>Cost</b>							
Beginning of period	693	16,707	17,400	662	-	662	434
Acquisition of businesses	-	-	-	-	16,919	16,919	-
Additions	410	-	410	31	-	31	228
Disposals	(38)	-	(38)	-	-	-	-
Exchange differences	4	1,056	1,060	-	(212)	(212)	-
<b>31 December</b>	<b>1,069</b>	<b>17,763</b>	<b>18,832</b>	<b>693</b>	<b>16,707</b>	<b>17,400</b>	<b>662</b>
<b>Accumulated depreciation</b>							
Beginning of period	453	-	453	243	-	243	32
Depreciation charge	189	-	189	210	-	210	211
<b>31 December</b>	<b>642</b>	<b>-</b>	<b>642</b>	<b>453</b>	<b>-</b>	<b>453</b>	<b>243</b>
<b>Net book value</b>	<b>427</b>	<b>17,763</b>	<b>18,190</b>	<b>240</b>	<b>16,707</b>	<b>16,947</b>	<b>419</b>

Software additions during 2024 and 2023 are mainly related to developments of the Company's software solutions.

Additions in 2022 primarily reflect developments of the Enterprise Resource Planning (ERP) system, as well as Vessel and Crew Management software.

Goodwill of EUR 16.9 million was recognised on 19 December 2023 relating to the Eneti acquisition. The Group has two CGUs being the transport and installation of offshore wind turbine generators and foundations vessels (WTGFIV), Cadeler's O-Class vessels, Wind Peak and Scylla; and the maintenance of offshore wind turbine generators (O&MV) cash-generating unit, comprising Zaratán.

Note 12

## Intangible Assets

*Continued from previous page*

Goodwill arising from the acquisition of Eneti is allocated to a single cash generating unit (CGU), being the transport and installation of offshore wind turbine generators and foundation installation vessels (WTGFIV) as it is from this CGU that the synergies are expected to arise.

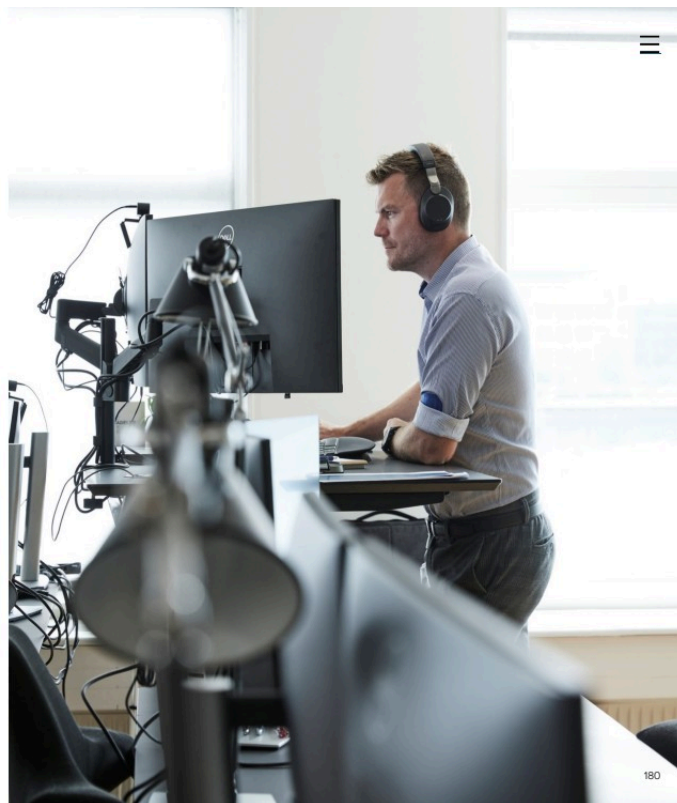
The Company has performed an impairment test on the Group's CGU. For more information related to impairment test please refer to Note 13.

### **Accounting policies**

Goodwill is tested for impairment at least once a year or sooner if an impairment indication arises. Impairment testing is performed for each CGU to which goodwill is allocated, as determined by Management.

Intangible assets, such as software, are recognised at cost less accumulated depreciation and accumulated impairment losses. The cost of an intangible asset initially recognised includes its purchase price and any directly attributable costs necessary to prepare the asset for its intended use. Depreciation is calculated on a straight-line basis over the estimated useful life, which is 3 years for software.

If the carrying amount of intangible assets exceeds the recoverable amount, an impairment loss is recognised in profit or loss. Goodwill impairment losses are not subsequently reversed.



Note 13

## Property Plant and Equipment

EUR'000	Vessels	Dry dock	Other fixtures and fittings	Assets under construction	Total
<b>Cost 2024</b>					
Beginning of financial year	566,360	9,135	979	571,745	1,148,219
Additions	8,029	4,377	12,680	624,679	649,765
Transfer from assets under construction	468,678	4,000	-	(472,678)	-
Disposals	(5,146)	-	(306)	-	(5,452)
Exchange differences	18,743	132	160	12,864	31,899
<b>31 December 2024</b>	<b>1,056,664</b>	<b>17,644</b>	<b>13,513</b>	<b>736,610</b>	<b>1,824,431</b>
<b>Accumulated depreciation and impairment</b>					
Beginning of financial year	58,727	3,548	312	-	62,587
Depreciation charge	50,571	3,125	1,166	-	54,862
Disposals	(5,000)	-	(306)	-	(5,306)
Exchange differences	(179)	(132)	333	-	22
<b>31 December 2024</b>	<b>104,119</b>	<b>6,541</b>	<b>1,505</b>	<b>-</b>	<b>112,165</b>
<b>Net book value</b>	<b>952,545</b>	<b>11,103</b>	<b>12,008</b>	<b>736,610</b>	<b>1,712,266</b>

Additions during 2024 are mainly driven by newbuild P-Class vessels of EUR 290 million, newbuild A-Class vessels of EUR 114 million, newbuild M-Class vessels of EUR 103 million, O-Class main crane upgrades of EUR 62 million, and vessel upgrades of EUR 54 million. In 2024, Wind Peak vessel was delivered and transferred from asset under construction to vessels.

Borrowing costs for 2024 have been capitalised for a total of EUR 19.7 million (2023: 7.1 million; 2022: EUR 4.2 million). The capitalisation rate used to determine the amount of borrowing costs to be capitalised is the weighted average interest rate applicable to the Company's general borrowings during the reported period, in this case 7.6% (2023: 5.5%; 2022: 5.7%).

Note 13

# Property Plant and Equipment

Continued from previous page

EUR'000	Vessels	Dry Dock	Other fixtures and fittings	Assets under Construction	Total
<b>Cost 2023</b>					
Beginning of financial year	282,282	9,261	536	356,163	648,242
Acquisition of businesses	296,536	171	599	144,219	441,525
Additions	227	-	3	73,169	73,399
Disposals	(8,002)	(291)	-	-	(8,293)
Exchange differences	(4,683)	(6)	(159)	(1,806)	(6,654)
<b>31 December 2023</b>	<b>566,360</b>	<b>9,135</b>	<b>979</b>	<b>571,745</b>	<b>1,148,219</b>
<b>Accumulated depreciation and impairment</b>					
Beginning of financial year	39,570	2,023	445	-	42,038
Depreciation charge	20,847	1,637	19	-	22,503
Disposals	(5,722)	(108)	-	-	(5,830)
Impairment on disposal	5,000	-	-	-	5,000
Exchange differences	(968)	(4)	(152)	-	(1,124)
<b>31 December 2023</b>	<b>58,727</b>	<b>3,548</b>	<b>312</b>	<b>-</b>	<b>62,587</b>
<b>Net book value</b>	<b>507,633</b>	<b>5,587</b>	<b>667</b>	<b>571,745</b>	<b>1,085,632</b>

Note 13

## Property Plant and Equipment

*Continued from previous page*

Due to the business combination with Eneti, the Group's property, plant, and equipment increased by EUR 441.5 million in 2023. This primarily comprised the Operating Vessels Wind Scylla and Wind Zaratan (EUR 206 million and EUR 87 million, respectively) and the newbuilds under construction, the M-Class down payments for EUR 144 million.

Additions during 2023 were mainly driven by down payments of EUR 42 million for the new P-Class installation vessels (EUR 15.4 million), the new A-Class foundation installation vessels (EUR 3.8 million) and instalments for the main cranes for both Wind Orca (EUR 16.0 million) and Wind Osprey (EUR 6.8 million), represented above under Assets under Construction. In addition, Assets under Construction contains EUR 7.6 million worth of guarantee fees to BW Group related to the A-Class and P-Class newbuild vessels as well as EUR 5.7 million of assets related to future projects that have not yet started.

Borrowing costs for 2023 were capitalised for a total of EUR 7.1 million (2022: EUR 4.2 million). The capitalisation rate used to determine the amount of borrowing costs to be capitalised is the weighted average interest rate applicable to the Company's general borrowings during the reported period, in this case 5.5% (2022: 5.7%).

Disposals during 2023 were mainly driven by the main cranes upgraded in both O-Class vessels, as well as impairment recognised. For further details, please refer to Note 5.



Note 13

## Property Plant and Equipment

Continued from previous page

EUR'000	Vessels	Dry Dock	Other fixtures and fittings	Assets under Construction	Total
<b>Cost 2022</b>					
Beginning of financial year	258,148	1,983	536	158,734	419,401
Additions	15,105	5,281	-	208,455	228,841
Transfer from assets under construction	9,029	1,997	-	(11,026)	-
<b>31 December 2022</b>	<b>282,282</b>	<b>9,261</b>	<b>536</b>	<b>356,163</b>	<b>648,242</b>
<b>Accumulated depreciation</b>					
Beginning of financial year	19,629	300	386	-	20,315
Depreciation charge	19,941	1,723	59	-	21,723
<b>31 December 2022</b>	<b>39,570</b>	<b>2,023</b>	<b>445</b>	<b>-</b>	<b>42,038</b>
<b>Net book value</b>	<b>242,712</b>	<b>7,238</b>	<b>91</b>	<b>356,163</b>	<b>606,204</b>

Additions during 2022 were mainly driven by down payments for EUR 167 million of the two new A-Class foundation installation vessels and instalments for the main cranes for both Wind Orca (EUR 10.7 million) and Wind Osprey (EUR 16.3 million), represented above under Assets under Construction. There was also a transfer from assets under construction to additions for EUR 11 million, of which EUR 9 million was due to the capitalisation of vessel equipment.

Borrowing costs for 2022 have been capitalised for a total of EUR 4.2 million. The capitalisation rate used to determine the amount of borrowing costs to be capitalised is the weighted average interest rate applicable to the Company's general borrowings during the reported period, in this case 5.7%.



Note 13

## Property Plant and Equipment

Continued from previous page

### Impairment test on vessels and goodwill

The Company has identified neither internal nor external impairment indicators. However, on a voluntary basis and in connection with the annual impairment test of goodwill assigned to the WTGFIV CGU, Management performs an impairment test every year. For the purpose of testing the Group's vessels, the impairment test is performed on both a vessel-by-vessel and CGU basis, thereby also capturing the goodwill assigned to the WTGFIV CGU.

The Company is applying both fair value less costs of disposal (FVLCO) to determine the arm's length sale price of an asset at the date of impairment test and the value-in-use (VIU) method for estimating the expected future cash flows that the asset in the current condition will produce. The VIU method assumes the asset will be recovered principally through its continuing use.

The impairment test involves estimating both FVLCO and VIU and comparing the higher amount to the asset's carrying amount. The Group has two CGUs being the transport and installation of offshore wind turbine generators and foundations vessels (WTGFIV), comprising Cadeler's O-Class vessels, Wind Peak and Scylla; and the maintenance of offshore wind turbine generators (O&MV) cash-generating units, comprising Zaratan.

Goodwill arising from the acquisition of Eneti of EUR 17.8 million as of 31 December 2024 has been allocated to the WTGFIV CGU. The recoverable amount of the CGU's is determined based on the value of the vessels included in the CGU. As of 31 December 2024, Management tested the carrying amount of its two CGUs and each vessel on a stand-alone basis as described below.

### Independent market values of each vessel

Cadeler has obtained third-party broker assessment (level 3) of the vessels from at least two independent brokers and in case the valuations differ more than 10%, a third valuation is obtained. The ship brokers assessing the vessel values, based on a market based approach, are acknowledged shipbrokers with appropriate qualifications and relevant experience in the valuation of these vessels.

EUR millions	Broker valuation			Excess value (recoverable amount less carrying amount)		
	2024	2023	2022	2024	2023	2022
<b>CGU</b>						
<b>WTGFIV</b>	1,103	574	380	227	58	160
<i>Number of vessels</i>	4	3	2	4	3	2
<b>O&amp;MV</b>	89	95	n/a	1	-	n/a
<i>Number of vessels</i>	1	1	-	1	1	-

The impairment assessment involves comparing net book values with broker valuations. The net book value is below the broker valuations, hence there is headroom both on a vessel-by-vessel basis and on CGU basis, although for the vessel Zaratan (O&MV) the excess value is limited with the value-in-use calculation also not showing an impairment charge. Management assesses key inputs used in the independent evaluations to support no impairment indicators as explained below. Furthermore, management concludes that no reasonable possible change in assumptions applied while determining VIU for the O&MV CGU would result in an impairment.

Note 13

## Property Plant and Equipment

Continued from previous page

### VIU calculation

As of December 2024, Management has prepared a value-in-use calculation both on a vessel-by-vessel basis and for the CGU's.

The discounted cash flow period has been calculated from the remaining useful life of the vessel as this is deemed most representative for the actual value of the vessels. Accordingly, the calculation has no terminal value with respect to the WTGFIV CGU.

The VIU is calculated based on cash flow projections in financial budgets and business plans as follows:

- From 2025 revenue is based on a combination of signed contracts (as captured in the order backlog disclosure in Note 3) and market estimated day rates and expected utilisation for vessels (using externally available information) and a yearly increase of 2.5%.
- OPEX includes expected 2025 levels (using internal forecasts) plus an increase for inflation of 2.5% in the following years, and expected maintenance based on investment budget.

The discount rate used in the calculation is based on a Weighted Average Cost of Capital (WACC) of 9.5% after tax, (9.5% after tax in 2023 and 8.0% after tax in 2022). As the Company is subject to the tonnage tax regime, the tax consideration in the WACC calculation for impairment of a vessel is immaterial. Therefore, the before and after tax WACC remain the same for impairment testing purposes. WACC is calculated by using a standard WACC model in which cost of equity, cost of debt and capital structure are the key parameters.

The calculation showed no indication of impairment as the future value of cashflows were higher than the carrying amount both on a vessel-by-vessel basis and for the CGU's.

A sensitivity analysis was also undertaken assuming an increase or decrease in the WACC by 1% as well as an increase or decrease in the revenue by EUR 20 thousand per day. Within this sensitivity analysis, the calculations also showed no indication of impairment as the future value of cash flows was higher than the carrying amount of the vessels for the WTGFIV CGU. Regarding the O&MV CGU, the calculations showed no indication of impairment, as the future value of cash flows was higher than the carrying amount of the vessel, although there was limited headroom.

### Newbuilds

As for the newbuilds vessels it is Management's opinion that current signed contracts and the expected day rates in the future support the carrying amount and do not give any indication of potential impairment.

Note 13

## Property Plant and Equipment

Continued from previous page

### Accounting policies

Property, plant and equipment are recognised at cost less accumulated depreciation and accumulated impairment losses.

The cost of an item of property, plant and equipment initially recognised includes its purchase price and any costs that are directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by Management.

Subsequent expenditure relating to property, plant and equipment that has already been recognised is added to the carrying amount of the asset only when it is probable that future economic benefits associated with the item will flow to the Group and the cost of the item can be measured reliably. All other repair and maintenance expenses are recognised in profit or loss when incurred.

To keep performing their operational activity, the vessels have an obligation to go through drydock procedures every five years. The costs of the drydock procedures are capitalised per their purchase price and any costs that are directly attributable to bringing the vessels to the location and condition necessary for the drydock procedures.

Depreciation is calculated using the straight-line method to allocate their depreciable amounts over the assets' estimated useful life. The estimated useful life is as follows:

	Useful life
Vessels and furnished equipment	Up to 25 years
Drydock	5 years
Cars	5 years
Other fixtures and fittings	2 to 3 years

The estimated useful life of the vessels of up to 25 years has been estimated by an external consultant through a determined fatigue analysis based on the technical specification of the vessels while for Wind Peak has been based on an internal technical analysis based on the technical specification of the vessel and validated by an external expert. The estimated useful life of these vessels depends on initial delivery.

Prior to their acquisition, Wind Orca and Wind Osprey, had already been in use for eight years, therefore the remaining useful life of the vessels is estimated at 17 years for all components except jacking system and main crane with a remaining useful life of three years from the acquisition of the vessels. For Scylla and Zaratan, their remaining useful lives at acquisition date were assessed to be 17 and 14 years respectively, and all components will have the same useful life. Hull and steel have a salvage value of up to EUR 15 million per vessel by the end of their useful life. Salvage value is estimated as the lightweight of each vessel multiplied by the scarp value per ton. Depreciation is based on costs less the estimated residual value. Residual value is estimated as the lightweight tonnage of each vessel multiplied by the scrap value per ton.

More information can be found in Note 2.4 Material accounting judgements, estimates and assumptions with regards to acquired vessels through the business combination.

The residual value, useful life, and methods of depreciation of property, plant, and equipment are reviewed at each financial year end and adjusted accordingly, if appropriate.

### Borrowing costs

Borrowing costs are capitalised in accordance with IAS 23, where borrowing costs directly attributable to the construction of assets are capitalised until such a time as the asset is substantially ready for its intended use. Borrowing costs consist of interest and other costs that the Group incurs in connection with the borrowing of funds, including fees for guarantees provided by related parties.

Note 13

## Property Plant and Equipment

*Continued from previous page*

### *Impairment of non-financial assets*

Property, plant and equipment and right-of-use assets are tested for impairment whenever there is any objective evidence or indication that these assets may be impaired.

For the purpose of impairment testing of assets, recoverable amount (i.e. the higher of the fair value less cost to sell and the value in use) is determined on an individual asset basis unless the asset does not generate cash flows that are largely independent of those from other assets. If this is the case, the recoverable amount is determined for the cash-generating unit (CGU) to which the asset belongs.

If the recoverable amount of the asset or CGU is estimated to be less than its carrying amount, the carrying amount of the asset or CGU is reduced to its recoverable amount.

The difference between the carrying amount and recoverable amount is recognised as an impairment loss in profit or loss.

An impairment loss for an asset is reversed if, and only if, there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised.

The carrying amount of this asset is increased to its revised recoverable amount, provided that this amount does not exceed the carrying amount that would have been determined (net of accumulated depreciation) had no impairment loss been recognised for the asset in prior years.

A reversal of impairment loss for an asset is recognised in profit or loss.



Note 14

## Right-of-Use Assets and Lease liabilities

### Nature of the Group's leasing activities

#### Office space

The Group leases office space for the purpose of office operations. In 2023, the company terminated the lease agreement for its former headquarters and signed a contract with Castellum Denmark, for a new location from 2024.

#### Warehouse facilities

The Group leases a warehouse facility located in the UK.

#### Leasehold equipment

In 2022, the Group started an agreement for the use of vessel equipment for a total contract value of EUR 464 thousand during the initial term, plus additional repair and installation costs. The amount was amortised over the initial term which was 13 months, ending in 2023.

EUR'000	Leasehold equipment	Warehouse facilities	Office space	Total
<b>Cost 2024</b>				
Beginning of financial year	464	409	2,261	3,134
Additions	-	-	10,864	10,864
Disposals	(464)	(429)	-	(893)
Exchange differences	-	20	199	219
<b>31 December 2023</b>	<b>-</b>	<b>-</b>	<b>13,324</b>	<b>13,324</b>
<b>Accumulated depreciation</b>				
Beginning of financial year	464	24	1,673	2,161
Depreciation charge	-	235	1,144	1,379
Disposals	(464)	(265)	-	(729)
Exchange differences	-	6	170	176
<b>31 December 2024</b>	<b>-</b>	<b>-</b>	<b>2,987</b>	<b>2,987</b>
<b>Carrying amount</b>	<b>-</b>	<b>-</b>	<b>10,337</b>	<b>10,337</b>

Note 14

## Right-of-Use Assets and Lease liabilities

Continued from previous page

EUR'000	Leasehold equipment	Warehouse facilities	Office space	Total
<b>Cost 2023</b>				
Beginning of financial year	464	-	1,681	2,145
Acquisition of businesses	-	421	612	1,033
Exchange differences	-	(12)	(32)	(44)
<b>31 December 2023</b>	<b>464</b>	<b>409</b>	<b>2,261</b>	<b>3,134</b>
<b>Accumulated depreciation</b>				
Beginning of financial year	381	-	1,477	1,858
Depreciation charge	83	30	221	334
Exchange differences	-	(6)	(25)	(31)
<b>31 December 2023</b>	<b>464</b>	<b>24</b>	<b>1,673</b>	<b>2,161</b>
<b>Carrying amount</b>	<b>-</b>	<b>385</b>	<b>588</b>	<b>973</b>

EUR'000	Leasehold equipment	Office space	Total
<b>Cost 2022</b>			
Beginning of financial year	-	1,572	1,572
Additions during the year	464	109	573
<b>31 December 2022</b>	<b>464</b>	<b>1,681</b>	<b>2,145</b>
<b>Accumulated depreciation</b>			
Beginning of financial year	-	1,108	1,108
Depreciation charge	381	369	750
<b>31 December 2022</b>	<b>381</b>	<b>1,477</b>	<b>1,858</b>
<b>Carrying amount</b>	<b>83</b>	<b>204</b>	<b>287</b>

Note 14

## Right-of-Use Assets and Lease liabilities

Continued from previous page

EUR'000	2024	2023	2022
Lease liabilities at 1 January (current and non-current lease)	993	279	507
Acquisition of subsidiaries	-	1,299	-
Additions during the year	11,909	-	-
Exchange differences	30	(16)	-
Cash paid for lease obligations	(1,961)	(569)	(228)
<b>Total lease liabilities at 31 December</b>	<b>10,971</b>	<b>993</b>	<b>279</b>
<b>Current</b>	<b>1,274</b>	<b>601</b>	<b>279</b>
<b>Non-current</b>	<b>9,697</b>	<b>392</b>	<b>-</b>

### Lease interest expenses recognised in profit and loss

#### a. Interest expense

EUR'000	2024	2023	2022
Interest expense on lease liabilities (vessels and office)	428	25	21

#### b. Lease expense not capitalised in lease liabilities

EUR'000	2024	2023	2022
Short-term lease expense	477	180	53

Total cash outflow for all leases in 2024, 2023 and 2022 were EUR 1,152 thousand, EUR 283 thousand and EUR 728 thousand respectively, excluding variable lease fee (refer to Note 24). Please refer to Note 28 for disclosure on lease commitments.

### Accounting policies

#### Right-of-Use Assets

The Group recognises a right-of-use asset and lease liability at the date on which the underlying asset is available for use. Right-of-use assets are measured at cost, which comprises the initial measurement of lease liabilities using an incremental borrowing rate adjusted for any lease payments made at or before the commencement date and lease incentive received. Any initial direct costs that would not have been incurred if the lease had not been obtained are added to the carrying amount of the right-of-use assets.

The right-of-use asset is subsequently measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liability.

Right-of-use assets are depreciated on a straight-line basis lease term.

Right-of-use assets are tested for impairment whenever there is any objective evidence or indication that these assets may be impaired. For more information related to impairment testing of assets please refer to Note 13.

#### Lease liabilities

At the inception of the contract, the Group assesses if the contract contains a lease. A contract contains a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Reassessment is only required when the terms and conditions of the contract are changed.

Note 14

## Right-of-Use Assets and Lease liabilities

*Continued from previous page*

At the commencement date of the lease, the Group recognises lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including in-substance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees.

Variable lease payments that do not depend on an index or a rate are recognised as expenses in the period in which the event or condition that triggers the payment occurs. Utilisation lease fees can be classified as a variable fee.

In calculating the present value of lease payments, the Group uses its incremental borrowing rate at the lease commencement date because the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made.

In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments (e.g., changes to future payments resulting from a change in an index or rate used to determine such lease payments) or a change in the assessment of an option to purchase the underlying asset.

### *Short-term and low-value leases*

The Group has elected to not recognise right-of-use assets and lease liabilities for short-term leases that have lease terms of 12 months or less and low-value leases. Lease payments relating to these leases are expensed to profit or loss on a straight-line basis over the lease term. Short-term and low-value leases consists of cars, coffee machines, office premises and AV equipment.

Note 15

## Inventories

EUR'000	2024	2023	2022
Fuel and oil	1,039	1,836	549

As of 31 December 2024, the Company's inventories include fuel and oil totalling EUR 1 million.

As of 31 December 2023, the Company's inventories include fuel and oil totalling EUR 1.8 million, a significant increase from EUR 0.5 million in 2022 since three of our four operating vessels were off hire at the end of the reporting period.

### **Accounting policies**

Inventories are carried at the lower of cost and net realisable value. Cost is determined using the first-in, first-out basis. Net realisable value is the estimated selling price in the ordinary course of business, less applicable variable selling expenses. Inventory mainly covers fuel and oil.



Note 16

## Trade and Other Receivables

EUR'000	2024	2023	2022
Trade receivables from non-related parties	51,467	26,802	17,635
Contract assets	37,609	8,880	19,999
Receivables from related parties	214	592	-
Other receivables	11,305	3,158	600
<b>Total trade receivables</b>	<b>100,595</b>	<b>39,432</b>	<b>38,234</b>

As of 31 December 2024, the Company's receivables include contract assets totalling EUR 38 million, a significant increase from EUR 8.9 million in 2023 (2022: EUR 20 million). These contract assets represent the Company's entitlement to proportional consideration for ongoing projects as of the balance sheet date. Typically, these contract assets are reclassified to trade receivables when the Company fulfils its obligations and the right to consideration becomes unconditional.

The balance of other receivables includes contract fulfilment costs amounted to EUR 8.5 million (2023 and 2022 nil). These costs represent expenditures directly incurred in fulfilling contracts with customers, such as direct labour, materials, and other costs necessary to complete the performance obligations under the contracts. These costs are recognized as assets as they are expected to be recovered over the life of the respective contracts. Contract cost are amortised on a systematic basis that is consistent with the transfer of the related goods or services to the customer. For accounting policy, refer to Note 3.

The table below outlines movements in contract assets during the year:

EUR'000	2024	2023	2022
<b>Contract assets at 1 January</b>	8,880	19,999	843
Acquisition of businesses	-	8,266	-
Recognised during the period	37,710	614	19,999
Transfer to receivables	(8,880)	(19,999)	(843)
Exchange differences	(101)	-	-
<b>Total contract assets at 31 December</b>	<b>37,609</b>	<b>8,880</b>	<b>19,999</b>
<b>Current</b>	<b>37,609</b>	<b>8,880</b>	<b>19,999</b>
<b>Non-current</b>	-	-	-

Note 16

## Trade and Other Receivables

Continued from previous page

### Expected credit loss on trade receivables

The Group has historically only experienced immaterial losses on trade receivables, if any. Further, a material part of the cash flows in the contracts are prepayments received up front.

The Group's assessment remains consistent with its past practices. Although some positions may transition to 30 days overdue, our overall position on credit risk management remains unchanged. This assessment is supported by historical data, a select group of reliable debtors, and our outlook for the future.

### Accounting policies

#### Financial assets

The classification of financial assets depends on the Group's business model for managing the financial assets as well as the contractual terms of the cash flows of the respective financial assets.

(i) At initial recognition: the Group measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition of the financial assets. Transaction costs of financial assets carried at fair value through profit or loss are expensed in profit or loss.

(ii) At subsequent measurement: financial assets of the Group mainly comprise of cash and bank balances, trade receivables and other current assets.

Interest income from these financial assets are recognised using the effective interest rate method.

The Group assesses on a forward-looking basis the expected credit losses associated with its financial assets carried at amortised cost. For trade and other receivables, the

Group applied the simplified approach permitted by IFRS 9, which requires expected lifetime losses to be recognised from initial recognition of the receivables.

EUR'000	Trade receivables	Contract assets	Expected loss	Total
<b>31 December 2024</b>				
Not due	49,029	37,609	-	86,638
Overdue 1-30 days	-	-	-	-
Overdue 31 to 60 days	2,373	-	-	2,373
Overdue +61 days	65	-	-	65
<b>Total</b>	<b>51,467</b>	<b>37,609</b>	<b>-</b>	<b>89,076</b>
<b>31 December 2023</b>				
Not due	9,639	8,880	-	18,519
Overdue 1-30 days	14,287	-	-	14,287
Overdue 31 to 60 days	603	-	-	603
Overdue +61 days	2,273	-	-	2,273
<b>Total</b>	<b>26,802</b>	<b>8,880</b>	<b>-</b>	<b>35,682</b>
<b>31 December 2022</b>				
Not due	17,197	19,999	-	37,196
Overdue 1-30 days	438	-	-	438
Overdue 31 to 60 days	-	-	-	-
Overdue +61 days	-	-	-	-
<b>Total</b>	<b>17,635</b>	<b>19,999</b>	<b>-</b>	<b>37,634</b>

Note 17

## Prepayments

EUR'000	2024	2023	2022
Prepayments	16,643	9,562	1,699

Prepayments include deferred costs like bank loan fees, commitment fees of uncommitted facilities, annual insurance premiums and annual software subscriptions.

Note 18

## Cash and cash equivalents

EUR'000	2024	2023	2022
Cash at bank and on hand	58,464	96,608	19,012

The Company is holding cash by 31 December 2024 with the intention of paying asset under construction related instalments in the first half of 2025.

The balance of cash at bank includes restricted cash amounted to EUR 7 million (2023 and 2022 nil).

### Accounting policies

Cash and cash equivalents consist of cash offset by short-term bank overdrafts, as they are considered an integral part of the Group's cash management. Cash and cash equivalents are measured at amortised cost.



Note 19

## Statement of Cash Flows specifications

EUR'000	Note	2024	2023	2022
<b>Adjustments of non-cash items</b>				
Depreciation and amortisation	12,13,14	56,595	23,048	22,684
Impairment of fixed assets	13	-	5,000	-
Non-cash disposals of property, plant and equipment and intangible assets	12,13	183	-	-
Other operating income and expenses, net	5	-	(137)	-
Finance income	9	(3,294)	-	-
Interest expenses	9	428	1,898	923
Finance costs	9	2,589	-	-
Income tax expense		1,264	-	-
Fair value change of derivative instruments through profit or loss	9	(427)	766	-
Share-based payment expenses		1,662	1,134	352
<b>Total adjustments of non-cash items</b>		<b>59,000</b>	<b>31,709</b>	<b>23,959</b>

Changes in working capital	Note	2024	2023	2022
Inventories		788	(1,140)	(109)
Trade receivables, contract assets, prepayments and other receivables		(62,706)	28,541	(18,029)
Trade and other payables		380	(16,087)	660
Provisions		(6,059)	-	-
Receivables from related parties		414	-	-
Payables to related parties		51	73	26
Deferred tax liabilities		1,137	-	-
Deferred revenue		33,482	8,787	(12,999)
<b>Net change in working capital</b>		<b>(32,513)</b>	<b>20,174</b>	<b>(30,451)</b>

Note 20

## Provisions, Trade and Other Payables

EUR'000	2024	2023	2022
<b>Trade and other payables:</b>			
Trade payables	11,577	8,399	3,979
Other payables	32,018	24,237	4,843
<b>Total trade and other payables</b>	<b>43,595</b>	<b>32,636</b>	<b>8,822</b>

The increase in other payables is attributed to year-end activity and timing in payments processing.

EUR'000	2024	2023	2022
<b>Provisions at 1 January:</b>	6,899	-	-
Acquisition of businesses	-	6,987	-
Utilised during the year	(4,570)	-	-
Reversed during the year	(1,576)	-	-
Exchange differences	88	(88)	-
<b>Total provisions at 31 December</b>	<b>841</b>	<b>6,899</b>	-
<b>Current</b>	<b>841</b>	<b>2,086</b>	-
<b>Non-current</b>	<b>-</b>	<b>4,813</b>	-

The provisions relate to an onerous contract. For additional information, please refer to Note 4.

### Accounting policies

Trade and other payables represent liabilities for goods and services provided to the Group prior to the end of the financial year, which are unpaid. They are classified as current liabilities if payment is due within one year or less (or in the normal operating cycle of the business, if longer). Otherwise, they are presented as non-current liabilities. Trade and other payables are initially recognised at fair value, and subsequently carried at amortised cost, using the effective interest method.

A provision is recognised for certain contracts with customers for which the unavoidable costs of meeting the performance obligations exceed the economic benefits expected to be received. It is anticipated that these costs will be incurred in the next financial year.

Note 21

## Deferred Income Taxes

### Deferred tax charge

Deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes as per IAS12. Deferred tax is calculated at the income tax rates which are expected to apply in the period when the liability is settled or the asset is realized, based on the laws which have been enacted or substantially enacted at the balance sheet date. The deferred tax is charged through the income statement except when it relates to other comprehensive income items.

### Deferred tax assets and liabilities

The Group has unrecognised deferred tax assets in Denmark and UK, amounting to EUR 12 million (EUR 13 million as of 31 December 2023 and 2022) and EUR 89 million (EUR 124 million as of 31 December 2023) respectively. The deferred tax assets result from taxable losses and shipping allowances. No deferred tax asset has been recognised as of 31 December 2024, as they are not expected to be utilised within the foreseeable future (3-5 years). A majority of the Group's UK unrecognised deferred asset will be forfeited 1 January 2025 because of the group's UK tonnage tax election.

The Group has a deferred tax liability relating to the ownership of the Wind Zaratan vessel in Japan due to temporary timing differences between the carrying amount and tax base of the vessel (2024: EUR 17 million, 2023: EUR 14 million, 2022: nil) offset by the tax value of tax losses (2024: EUR 5 million, 2023: EUR 4 million, 2022: nil). As of 31 December 2024, deferred tax liabilities amounted to EUR 12 million.

For accounting policies on deferred taxes, please refer to Note 10.

EUR'000	2024	2023	2022
<b>Reconciliation of deferred tax liabilities, net</b>			
<b>1 January</b>	10,191	-	-
Acquisition of businesses	-	10,321	-
Movements during the year	1,137	-	-
Exchange differences	644	(130)	-
<b>31 December</b>	<b>11,972</b>	<b>10,191</b>	<b>-</b>

Note 22

## Issued Share Capital

EUR'000	No. of shares (in thousands)	Total
Beginning of financial year 2022	138,574	18,641
Issued in May 2022 for capital increase	26,176	3,518
Issued in October 2022 for capital increase	32,850	4,416
<b>End of financial year 2022</b>	<b>197,600</b>	<b>26,575</b>
Issued in December 2023 for capital increase	113,809	15,263
<b>End of financial year 2023</b>	<b>311,409</b>	<b>41,838</b>
Issued in February 2024 for capital increase	39,520	5,301
Issued in June 2024 for capital increase	28	4
<b>End of financial year 2024</b>	<b>350,957</b>	<b>47,143</b>

As of 1 January 2024, the Group had share capital amounting to DKK 311,409 thousand, equal to EUR 41,838 thousand, consisting of 311,409,868 shares of nominal DKK 1 each.

On 15 February 2024, the Company completed a private placement, resulting in the issuance of 39.5 million shares of nominal DKK 1 each at a price of NOK 44.50 per share. Overall, the Company raised EUR 155 million before transactional costs of EUR 3 million. The proceeds from the private placement were substantially allocated to the financing of the intended equity portion of the contract value of the order placed on 22 May 2024 to build the third A-Class vessel. The remaining funds will be allocated towards acquiring mission equipment and building working capital.

On 26 June 2024, the Company completed a capital increase of EUR 88 thousand as a result of the exercise of options under its employee equity incentive programme resulting in the issuance of 27,715 shares of a nominal price of DKK 1 per share.

All shares have equal rights.

### Treasury shares

On 4 July 2024, the Company completed the share buy-back program to fulfil share-based incentive obligations resulting in the repurchase of 214,791 shares of a nominal price of DKK 1 each at an average price of NOK 68.28 and corresponding to an aggregate amount of EUR 1.3 million. At 31 December 2024, the Company holds 93,538 shares.

### Accounting policies

Ordinary shares are classified as equity. When there is a capital increase through the issuance of new shares, these shares are recorded at their nominal value.

Share premium reserve signifies the capital contributed by investors exceeding the nominal value of the shares issued, net of any incremental costs directly associated with the issuance of new shares.

Own equity instruments that are reacquired (treasury shares) are recognised at cost and deducted from equity. No gain or loss is recognised in profit or loss on the purchase, sale, issue or cancellation of the Group's own equity instruments. Any difference between the carrying amount and the consideration, if reissued, is recognised in equity.

Note 23

## Financial Risk Management

### Financial risk factors

The Group's activities expose it to market risk, including currency risk and interest rate risk, credit risk and liquidity risk.

The financial risk management of the Group is performed by the Management of Cadeler and overseen by the Board of Directors and Audit Committee. The fair value of the Group's financial assets and liabilities as of 31 December 2024 does not deviate materially from the carrying amounts as of 31 December 2024.

### Quantitative and qualitative disclosures about market risk

#### Currency risk

The Group's business is exposed to the Danish Kroner ("DKK"), Norwegian Kroner ("NOK"), British Pound Sterling ("GBP"), United States Dollar ("USD"), New Taiwan Dollar ("TWD"), and Japanese Yen ("JPY"), as certain operating expenses are denominated in these currencies. The Company will look to use financial instruments to reduce currency risk when there is significant liability or income in a non-EUR or DKK-denominated currency and there is a cost-effective solution.

The functional currency of Cadeler A/S is EUR, while the largest currency exposure of the Group is the future instalments for the new P, A, and M class vessels, denominated in USD, amounting to USD 1.3 billion. More details can be found in Note 24 with regard to the current instruments used to mitigate this currency risk. Management and the Board of Directors will evaluate the potential cost and benefits of currency exposure on an ongoing basis.

The Group holds cash balances in USD. If the USD:EUR exchange rate deteriorated by 10% the result before tax would have decreased by EUR 1.8 million (EUR 4.6 million in 2023; EUR 30 thousand in 2022) based on the USD cash holdings as of 31 December 2024.

The Group holds cash balances in GBP. If the GBP:EUR exchange rate deteriorated by 10% the result before tax would have decreased by EUR 0.7 million (EUR 1.4 million in 2023) based on the GBP cash holdings as of 31 December 2024.

As the DKK is pegged to EUR, no material currency risk has been identified against the DKK even though the Cadeler Group has costs denominated in DKK. As of 31 December 2024, the Cadeler Group did not have any material NOK, JPY, or TWD cash holdings.

Currency risk associated with other financial instruments denominated in different currencies is limited and therefore excluded from the analysis.

#### Interest rate risk

The Group's current exposure to the risk of changes in market interest rates relates primarily to the Green Corporate Facility, the P-Class facility, M-Class facility and Holdco facility. More details can be found in Note 24 with regard to the hedging instruments used to mitigate this risk.

The Green Corporate Facility and Holdco facility are based on a EURIBOR 3M interest rate plus a margin. The EURIBOR interest rate has a floor of Obps and was 2.9%, 3.9% and 2.0% at the end of 2024, 2023 and 2022, respectively.

If the EURIBOR interest rate increased 100bps, and the loans had been provided throughout the entire period of 2024, the cost would have increased by EUR 5.9 million (EUR 2.1 million in 2023; EUR 1.5 million in 2022). This variation could potentially qualify as capitalisable borrowing costs and minimise the impact on the result before tax. If the interest rate decreases, the result before tax would not change due to capitalisation of borrowing costs.

Management and the Board of Directors will evaluate the potential cost and benefits of fixed interest rate borrowings on an ongoing basis.



Note 23

# Financial Risk Management

Continued from previous page

**Credit risk**

*Risk management*

Credit risk refers to the risk that a counterparty will default on its contractual obligations resulting in financial loss to the Group. The Group adopts the following policy to mitigate credit risk.

For banks and financial institutions, the Group mitigates its credit risks by transacting only with counterparties who are rated "A" and above by independent rating agencies.

The Group adopts the policy of dealing only with customers of appropriate history and obtaining sufficient security where appropriate to mitigate credit risk. The Group adopts stringent procedures on extending credit terms to customers and on the monitoring of credit risk.

These credit terms are normally contractual, and credit policies spell out clearly the guidelines on extending credit to customers, including monitoring the process and using related industry's practices as reference. This includes assessment and valuation of customers' credit reliability and periodic review of their financial status to determine the credit limits to be granted. Customers are also assessed based on their historical payment records. Where necessary, customers may also be requested to provide security or advance payment before services are rendered.

Related party credit risk is managed by the Executive Management of Cadeler and overseen by the Board of Directors.

The maximum exposure to credit risk is the carrying amount of trade receivables and other receivables, receivables from group entities and cash and bank balances presented on the balance sheet.

**Impairment of financial assets**

The Group assesses on a forward-looking basis the expected credit losses ("ECLs") associated with its financial assets which are trade and other receivables, cash and bank balances and contract assets. Financial assets are written-off when there is no reasonable expectation of recovery, such as a non-related debtor failing to engage in a repayment plan with the Group.

Where receivables have been written-off, the Group continues to engage in enforcement activity to attempt to recover the receivables due. Where recoveries are made, these are recognised in profit or loss. As of this date, no receivables have been written off.

The Group has applied the simplified credit loss approach by using the provision matrix to measure the lifetime expected credit losses for trade receivables from customers. To measure the expected credit losses, the Group grouped receivables based on shared credit characteristics and days past due.

Trade receivables from external customers that are neither past due nor impaired are with creditworthy companies. Based on the provision matrix, the trade receivables from external customers are subject to immaterial credit loss. Refer to Note 16 for analysis of expected credit loss on trade receivables and contract assets.

For cash and bank balances and other receivables that are measured at amortised cost, the Group has considered these financial assets as low credit risk. Cash and bank balances are mainly deposits with banks who have high credit ratings as determined by international credit rating agencies. As of 31 December 2024, cash and bank balances and other receivables are subject to immaterial credit loss. There is no credit loss allowance for other financial asset at amortised cost as of 31 December 2024, 2023 and 2022.

Note 23

# Financial Risk Management

Continued from previous page

## Liquidity risk

The Group manages liquidity risk by maintaining sufficient cash and available funding through committed credit facilities to enable it to meet its operational requirements and instalments for the newbuild vessels signed.

The Cadeler Group's management anticipates seeking further debt financing in connection with milestone payments for the delivery of the third A-Class New Build. Please refer to Note 25 for a detailed disclosure of the current facilities of the Group.

The following maturity table shows the contract obligation for the construction of the newbuilds vessels.

Millions	Less than 1 year	Between 1 and 2 years	Between 2 and 5 years	Total
<b>2024</b>				
Obligation in USD	651	496	195	1,342
Obligation in USD (in EUR)	626	476	188	1,290
Obligation in EUR	65	40	-	105
<b>Total obligations (in EUR)</b>	<b>691<sup>1</sup></b>	<b>516</b>	<b>188</b>	<b>1,395</b>
<b>2023</b>				
Obligation in USD	328	833	180	1,341
Obligation in USD (in EUR)	296	752	163	1,211
Obligation in EUR	69	99	6	174
<b>Total obligations (in EUR)</b>	<b>365</b>	<b>851</b>	<b>169</b>	<b>1,385</b>
<b>2022</b>				
Obligation in USD	-	197	619	816
Obligation in USD (in EUR)	-	187	588	775
Obligation in EUR	13	69	105	187
<b>Total obligations (in EUR)</b>	<b>13</b>	<b>256</b>	<b>693</b>	<b>962</b>

<sup>1</sup>Of the total obligations due within the next year, EUR 455 million is expected to be paid during the first half of 2025.

Note 23

## Financial Risk Management

Continued from previous page

The table below analyses the maturity profile of the financial liabilities of the Company based on contractual undiscounted cash flows excluding newbuild payments.

EUR'000	Less than 1 year	Between 1 and 2 years	Between 2 and 5 years	Total
<b>2024</b>				
Trade and other payables	43,595	-	-	43,595
Payables to Related parties	223	-	-	223
Lease liabilities	1,274	2,337	7,360	10,971
Debt to credit institutions	31,163	54,339	485,515	571,017
Derivatives	209	-	16,205	16,414
	<b>76,464</b>	<b>56,676</b>	<b>509,080</b>	<b>642,220</b>
<b>2023</b>				
Trade and other payables	32,636	-	-	32,636
Payables to Related parties	162	-	-	162
Lease liabilities	601	392	-	993
Debt to credit institutions	799	-	204,773	205,572
Derivatives	4,004	5,683	12,274	21,961
	<b>38,202</b>	<b>6,075</b>	<b>217,047</b>	<b>261,324</b>
<b>2022</b>				
Trade and other payables	8,822	-	-	8,822
Payables to Related parties	89	-	-	89
Lease liabilities	279	-	-	279
Debt to credit institutions	772	-	114,230	115,002
Derivatives	-	1,821	287	2,108
	<b>9,962</b>	<b>1,821</b>	<b>114,517</b>	<b>126,300</b>

### Change in debts to credit institutions during the year

EUR'000	2024	2023	2022
Debt to credit institutions at 1 January	(205,572)	(115,002)	(73,075)
Overdraft facility drawn	-	-	(16,067)
Loans repayment	10,630	115,000	65,000
Overdraft repayment	-	-	25,065
New loan	(385,234)	(211,934)	(115,000)
New loan fees	11,100	8,262	1,541
New loan interest	(3,303)	-	-
Non cash interest	1,362	-	-
Write off of loan fees	-	(1,898)	(923)
Others	-	-	(1,543)
<b>Debt to credit institutions at 31 December 2024</b>	<b>(571,017)</b>	<b>(205,572)</b>	<b>(115,002)</b>

Note 23

# Financial Risk Management

*Continued from previous page*

## Capital management

The Company's objectives when managing capital are to ensure the Company's ability to continue as a going concern and to maintain an optimal capital structure.

In order to achieve this overall objective, the Company's capital management, among other things, aims to ensure that it meets financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements. Breaches in meeting the financial covenants would permit the bank to immediately call loans and borrowings. There have been no breaches of the financial covenants of any interest-bearing loans and borrowing in the current period.

In order to maintain or adjust the capital structure in the future, the Group may adjust the amount of dividends paid to shareholders, issue new shares and/or sell assets to reduce debt. Pursuant to the Green Corporate Facility, the Company is not permitted to pay any dividends or other distributions without DNB Bank ASA's written consent.

## Fair value measurement

The Group measures derivatives at fair value at each balance sheet date. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the balance sheet date.

The principal or the most advantageous market must be accessible by the Group. The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

In measuring the fair value of unlisted derivative financial instruments and other financial instruments for which there is no active market, fair value is determined using generally accepted valuation techniques. Market-based parameters such as market-based yield curves and forward exchange prices are used for the valuation.

The Group uses valuation techniques that are appropriate in the circumstances and for which sufficient data is available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

Financial instruments for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy, described as follows:

Level 1: The fair value of financial instruments traded in active markets (such as publicly traded derivatives, and equity securities) is based on quoted market prices at the end of the reporting period. The quoted market price used for financial assets held by the Group is the current bid price. These instruments are included in level 1.

Level 2: The fair value of financial instruments that are not traded in an active market (e.g. over-the-counter derivatives) is determined using valuation techniques that maximise the use of observable market data and rely as little as possible on entity-specific estimates. Valuation techniques applied are primarily based on marked-based inputs of the instruments. If all significant inputs required to fair value an instrument are observable, the instrument is included in level 2.

Level 3: If one or more of the significant inputs is not based on observable market data, the instrument is included in level 3.

The table below shows the fair value measurement of the Group's assets and liabilities:

Note 23

# Financial Risk Management

Continued from previous page

EUR'000	2024	2023	2022
<b>Derivative assets measured at fair value</b>			
Interest from IRS recycled through OCI	228	-	-
Interest rate swap	1,287	338	3,013
FX forward contracts	6,849	-	-
FX Option collars	4,764	-	-
Time value of FX Option collars through OCI	5,340	-	-
Derivatives ineffective hedges	-	-	363
<b>Total derivative assets</b>	<b>18,468</b>	<b>338</b>	<b>3,376</b>
<b>Derivative liabilities measured at fair value</b>			
Interest rate swap	16,231	11,789	287
FX forward contracts	-	5,338	1,821
FX Option collars	-	810	-
Time value of FX Option collars through OCI	209	3,621	-
Derivatives ineffective hedges	(26)	403	-
<b>Total derivative liabilities</b>	<b>16,414</b>	<b>21,961</b>	<b>2,108</b>

As of 31 December 2024, the fair value of the derivative assets amounted to EUR 18,468 thousand (2023: EUR 338 thousand; 2022: EUR 3,376 thousand) and derivative liabilities amounted to 16,414 thousand (2023: EUR 21,961 thousand; 2022: EUR 2,108 thousand). The variation primarily reflects reduced expectations for rate cuts following persistent inflation and solid economic data, which led to higher rates and a stronger USD.

As of 31 December 2024, derivatives measured at fair value through profit or loss amounted to EUR 26 thousand gain (2023: EUR 403 thousand loss; 2022: EUR 363 thousand gain).

The fair value hierarchy for the above derivative financial instruments is Level 2.

Note 24

## Derivative Financial Instruments

### Hedge accounting

The Group uses forward exchange contracts, including options (collars), and interest rate swap contracts to hedge currency risks and interest risk regarding highly probable future cash flows and designates them as cash flow hedges subject to meeting the criteria for application of cash flow hedging.

The hedging ratios are determined as the notional value of the instrument divided by the notional value of the hedge item. The Group seeks to establish hedge relationships with a hedging ratio of 1:1. Due to the nature of the hedge item's risk, this will be possible by either designating a proportion of the hedge instrument or the hedge notional value being equal or lower than the hedge item's notional value. The main source of ineffectiveness arises from the timing of the delivery of the vessels. The delivery of the vessels will expose the Group to several market risks, related to foreign currency risks and interest rate risk. The fair value adjustment of the derivatives is recognised in other comprehensive income until the hedged items are realised.

The table below shows the movement in the reserve for cash flow for hedging, listed by the hedged risk.

EUR'000	2024	2023	2022
<b>Fair Value change of Cash flow hedges</b>			
Cumulative fair value change at 1 January	(21,559)	1,343	-
Fair value adjustment at year-end, net	13,079	(18,505)	905
Items recycled at year-end, net	1,527	(776)	438
Time value adjustment at year-end, net	8,752	(3,621)	-
<b>Cumulative fair value change at 31 December</b>	<b>1,799</b>	<b>(21,559)</b>	<b>1,343</b>
<b>The fair value of cash flow hedges at 31 December can be specified as follows:</b>			
Interest rate risk hedging	(14,945)	(11,790)	3,163
Foreign currency risk hedging	11,612	(6,148)	(1,820)
Foreign currency risk hedging - time value	5,132	(3,621)	-
<b>Cumulative fair value change at 31 December</b>	<b>1,799</b>	<b>(21,559)</b>	<b>1,343</b>

Note 24

## Derivative Financial Instruments

Continued from previous page

### Interest rate risk

The Group entered into interest rate swap contracts with its main bank and related these to the Green Corporate Facility, P-Class facility and future loans to finance the purchase of the newbuilds. More details can be found in Note 25 with regard to of the current debt facilities of the Group related to the interest rate swaps.

The interest rate risk arising from the loans has been partially swapped from 3M EURIBOR to a fixed rate. The credit facilities expand the exposure of the Group to changes in the 3M EURIBOR rate.

The average fixed rate of the swaps is 2.78% (2023: 2.81%; 2022: 2.82%).

Another portion of the exposure has been hedged by entering into interest rate swap contracts with cap and floor. The average fixed rate of the cap/floor swaps falls between 2.0% and 2.1%.

The economic relationship is established as a match of critical terms between the hedge item and hedge instrument. The Group has assessed the following terms when entering into the hedge relationship:

- Instalments on the facilities.
- Payment date of interest and instalment.
- Timing difference in the maturity of the hedge item and hedge instrument.

The expected causes of hedging ineffectiveness relate to:

- Changes to the expected date of delivery of the vessels.
- 3M EURIBOR rate falling below 0%.

The below table shows the profile of the nominal amount of the interest rate swaps and the fair values.

Notional amount EUR'000	Less than 1 year	Between 1 and 2 years	Between 2 and 5 years	More than 5 years	Fair value EUR'000		
					Asset	Liability	
<b>2024</b>							
IRS - EURIBOR 3M	-	-	355,117	455,625	1,286	(16,231)	
<b>2023</b>							
IRS - EURIBOR 3M	-	-	555,000	-	-	(11,790)	
<b>2022</b>							
IRS - EURIBOR 3M	-	-	469,375	-	3,451	(288)	
EUR'000					<b>2024</b>	<b>2023</b>	<b>2022</b>
<b>Movements in the hedging reserve</b>							
Beginning of year					(11,790)	3,163	-
Fair value adjustment for the year					(3,265)	(14,177)	2,725
Items recycled for the year					110	(776)	438
<b>End of year</b>					<b>(14,945)</b>	<b>(11,790)</b>	<b>3,163</b>

Note 24

## Derivative Financial Instruments

Continued from previous page

### Foreign currency risk hedging

As a result of the contracts signed with Cosco and Hanwha for the construction of the Newbuilds, the Group is exposed to change in foreign exchange currency risk due to the instalments being in USD whereas the functional currency is EUR. The last instalments shall be payable upon delivery of the vessels.

The currency exposure arising from the contracts has been swapped to EUR at an average USD:EUR rate of 0.9107 (0.9187 for both 2023 and 2022).

Another portion of the exposure to fluctuations in the future exchange rate has been hedged by entering into zero cost collar contracts, securing an average USD:EUR rate of between 0.8779 and 0.9428. As of 31 December 2024, the total coverage effectively mitigates around 40% on average of the Group's foreign exchange risk for the upcoming USD instalments for the new P, M and A-Class vessels contracts.

The economic relationship is established as a match of critical terms between the hedge item and hedge instrument. The Group has assessed the following terms when entering the hedge relationship:

- Payment date of instalment in foreign currency.
- Maturity of the hedged item and hedged instruments (forward contract and option collars).

The expected causes of hedging ineffectiveness relate to changes to the expected date of delivery of the vessel. The below table shows the profile of the nominal amount of the foreign currency forward contracts and option collars and the fair values.

Notional amount USD'000				Fair value EUR'000	
	Less than 1 year	Between 1 and 2 years	Between 2 and 5 years	Asset	Liability
<b>2024</b>					
FX forward contracts	104,545	55,398	-	6,849	-
Option collars	300,000	100,000	-	10,104	(209)
<b>2023</b>					
FX forward contracts	150,000	50,000	-	-	(5,338)
Option collars	-	250,000	50,000	-	(4,431)
<b>2022</b>					
FX forward contracts	-	200,000	-	-	(1,820)
Option collars	-	-	-	-	-
EUR'000			<b>2024</b>	<b>2023</b>	<b>2022</b>
<b>Movements in the hedging reserve</b>					
Beginning of year			(9,769)	(1,820)	-
Fair value adjustment for the year - FX forward contracts			10,771	(3,518)	(1,820)
Fair value adjustment for the year - Option collars			5,573	(810)	-
Items recycled for the year			1,417	-	-
Time value adjustment for the year			8,752	(3,621)	-
<b>End of year</b>			<b>16,744</b>	<b>(9,769)</b>	<b>(1,820)</b>



Note 24

## Derivative Financial Instruments

*Continued from previous page***Accounting policies**

Derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and subsequently remeasured at fair value over profit and loss. Derivatives are carried as financial assets, presented under derivative assets, when the fair value is positive and as financial liabilities, presented under derivative liabilities, when the fair value is negative.

At the inception of a hedge relationship, the Group formally designates and documents the hedge relationship and the risk management objective and strategy for undertaking the hedge.

Changes in the fair value of derivative financial instruments designated as cash flow hedges are recognised in other comprehensive income and presented under "Hedging reserves" (equity). Where the expected future transactions result in the acquisition of non-financial assets, any amounts deferred under equity are transferred from equity to the cost of the asset. Where expected future transactions result in income or expense, amounts deferred under equity are transferred from equity to the statement of profit and loss in the same item as the hedged transaction as a reclassification adjustment. Further, the entity may transfer the cumulative fair value change recognised within equity upon derecognition of the hedged item.

Changes in the fair value of derivative financial instruments not designated as hedges are recognised in the statement of profit and loss. Certain borrowing facilities when undrawn do not qualify for hedge accounting. Changes in the fair value of these derivative financial instruments are therefore recognised in the statement of profit and loss under "Financial income" or "Financial expenses" for interest rate swaps.

The amount included in the hedging reserve is the lower of, in absolute amounts, of the cumulative fair value adjustment of the hedging instrument and the hedged item. Ineffectiveness is recognised in the consolidated statement of profit and loss. Cost of hedging reserves include the time value of options. These costs are recognised separately in Other Comprehensive Income (OCI) and are amortised over the life of the hedging instrument, in accordance with the specific hedging relationship. If the hedge is discontinued, any unamortised cost of hedge is recognised immediately in profit or loss.

Note 25

## Financial Liabilities: Interest-bearing Loans and Borrowings

As of 31 December 2024				Committed (EUR millions)			Related derivatives contracts	
EUR Millions	Interest rate	Maturity	Covenants	Utilised	Repayments	Unutilised	Average IRS rate	IRS nominal (EUR millions)
<b>Secured</b>								
Green Corporate Facility (RCF + term loan)	3 months EURIBOR + 2% - 2.75%	2031	Yes - refer to page 213	262	(6)	188	2.7%	247
Green Corporate Facility - Guarantee	0.80% - 1.20%	2026		119	-	81		
<b>Total New Debt Facility</b>				<b>381</b>	<b>(6)</b>	<b>269</b>		
P-Class Facility <sup>1</sup>	3 months EURIBOR + 1.5%	2035	Yes - refer to page 213	210	(4)	211	3.0%	105.1
M-Class Facility I & II	3 months EURIBOR + 2.5%	2035	Yes - refer to page 213	-	-	420		
<b>Unsecured</b>								
HoldCo Facility	3 months EURIBOR + 4%	2028	Yes - refer to page 213	125	-	-		
<b>Total (excluding Guarantee facility)</b>				<b>597<sup>2</sup></b>	<b>(10)</b>	<b>819</b>		

<sup>1</sup> For the P-Class Facility, up to EUR 425 million, EUR 214 million was available for Wind Peak of which EUR 210 million has been utilised and the remaining EUR 4 million lapsed.

<sup>2</sup> The difference between EUR 597 million and the carrying amount of EUR 571 million is mainly related to interest and fees.

Note 25

## Financial Liabilities: Interest-bearing Loans and Borrowings

Continued from previous page

### Green Corporate Facility (formerly referred to as "New debt Facility")

On 29 June 2022, the Company entered into a Senior Secured Green Revolving Credit Facility ("RCF") of a 3-year term loan of EUR 185 million with DNB Bank ASA. In June 2023, the Debt Facility was amended to increase the guarantee facility to EUR 60 million and to increase the committed revolving credit facility to EUR 250 million, resulting in an increase of the aggregate Debt Facility to EUR 310 million. The above was refinanced and the Group entered into the new RCF, as explained below.

In connection with the Business Combination, on 7 December 2023 the Company entered into a new senior secured credit and guarantee facilities (the "Green Corporate Facility") of up to EUR 550 million providing for (i) a revolving credit facility of up to EUR 250 million (5 year tenor) (RCF-A), (ii) a revolving credit facility of up to EUR 100 million (18 months tenor) (RCF-B), (iii) a term loan of up to EUR 100 million (8.5 year tenor) guaranteed by The Danish Export and Investment Fund of Denmark (EIFO) and (iv) an uncommitted guarantee facility of up to EUR 100 million. The Green Corporate Facility has similar terms and conditions as the existing Debt Facility. The change of control provisions are similar to those included in the P-Class Facility (as described below).

On 6 August 2024, the Group achieved an extension of the RCF-B to 19 June 2027 and the increase from EUR 100 million to EUR 200 million in uncommitted guarantee lines. Total drawings within the entire loan facility will offer a maximum of EUR 450 million until the maturity of the RCF-B and thereafter a maximum of EUR 350 million for the remaining period of the loan facility.

The Company has utilised EUR 262 million of the total EUR 450 million available under the RCF. These funds were used to finance the main crane upgrades for Wind Orca and Wind Osprey.

In 2023, the Group repaid the outstanding amounts of Eneti's previous Credit Facility, which amounted to USD 59.4 million (of which Eneti repaid USD 12.6 million in October 2023 from the proceeds from the sale of Seajacks Hydra, Seajacks Leviathan and the Seajacks Kraken). In addition, the Group has repaid the amounts under its own Debt Facility amounting to EUR 115 million. The full repayment of the senior debt facility generated a finance cost for the write off of borrowing costs of approximately EUR 1.8 million in 2023.

At the end of the reporting period, EUR 188 million remains unutilised from the RCF.

## Note 25

## Financial Liabilities: Interest-bearing Loans and Borrowings

Continued from previous page

### Holdco Facility

On 15 November 2023, the Group entered into an unsecured Holdco Facility in an aggregate amount of EUR 50 million (tenor of five years) with HSBC. The financing includes a non-committed accordion option of up to EUR 50 million. The purpose of the Holdco Facility is, among others, partial funding of the wind installation activities of the Group and general corporate purposes. The facility includes customary financial and other covenants.

On 7 February 2024, the Group secured additional capital, increasing the Holdco Facility from EUR 50 million to EUR 80 million. On 26 August 2024, the Company further increased the capacity available to it under its unsecured corporate term loan facility, with the lender commitments thereunder increased by EUR 45 million, bringing the total capacity available to EUR 125 million. As of 31 December 2024, the full funding available under the Holdco Facility was utilised.

### M-Class Facility I & II

On 16 August 2024, the Company successfully refinanced the USD 436 million Senior Secured Green Term Loan Facility (M-Class Facility) previously entered into by Eneti in respect of the two M-Class newbuilds the Group acquired upon the completion of its business combination with Eneti. The replacement facilities – one for each M-Class vessel (M-Class Facility I and M-Class Facility II) – have been entered into on materially improved terms, reflecting Cadeler's strong credit story and strengthened market position. This refinancing, supported by a broad banking group as well as several export credit agencies, secures an aggregate of EUR 420 million in post-delivery financing.

### P-Class Facility

Further, Cadeler A/S and two of its subsidiaries, WIND N1064 Limited and Wind Pace Limited (formerly referred as to N1063 Ltd.), entered into a Sinore-backed green term loan facility of up to EUR 425 million (12 year tenor) (the "P-Class Facility") in December 2023 to finance the purchase of P-Class newbuilds. The funds under the P-Class Facility have been borrowed by WIND N1064 Limited and Wind Pace Limited (the future owners of the P-Class newbuilds) and may not be reborrowed once repaid.

On 12 August 2024, the Company has drawn EUR 210 million under the P-Class Facility to finance the final instalment for the delivery of the first P-Class Vessel in the same month.

Note 25

## Financial Liabilities: Interest-bearing Loans and Borrowings

Continued from previous page

### Covenants

The Group debt facilities include the following covenants:

#### All debt facilities

- Minimum Free Liquidity: Freely available cash and cash equivalents of i) the higher of EUR 35,000,000 or 5% of gross interest-bearing debt, if the ratio of forward-looking contract cash flow to net interest-bearing debt is above 50% or ii) EUR 50,000,000 or an amount equal to 7.5% of the gross interest-bearing debt at all other times.
- Equity Ratio: The ratio of book equity to total assets at all times to be minimum 35%.
- Working capital: the working capital shall be higher than zero (0).
- Minimum security value (loan-to-value for individual debt facilities).

#### Additional items included in Green Corporate Facility

- if at any reported quarter the aggregated loans exceed 80% of the forward-looking expected cash revenues from legally binding contracts, the Contracted Cash Flows, the Borrower shall prepay the exceeding part of the Loans within five (5) Business Days.

#### Additional items included in Holdco Facility

- the Group is subject to a debt service coverage ratio where cash flow available for debt service (including available liquidity covering cash, cash equivalents and undrawn Green Corporate Facility) at the Parent Company must be above Debt service cash flow related to the Holdco Facility (2:1).

#### Additional items included in M-Class Facility I & II

- the Group is required to maintain a certain number of the employees in Denmark.

All covenants are tested half-yearly, at 30 June and 31 December. The Group is in compliance with all covenants.

As of the reporting date, M-Class facility I & II remain unutilised. Given their non-utilisation, no assessment of compliance with associated covenants has been necessary up to this point. These covenants, if applicable, will require assessment upon utilisation of the facilities and contain customary financial and other covenants, including certain change of control provisions, similar to those disclosed for the utilised facilities.

Additionally, the Group is in compliance with the below requirements:

Restriction on dividends: the Company is not permitted to pay any dividends or other distributions without lenders written consent. Across the Group's Debt Facilities, dividends and distributions should not exceed 50% of the consolidated net profit for the respective year and the net interest bearing debt to EBITDA ratio should not be lower than 2.75:1. Further, in the Holdco Facility, the Company is not allowed to make any distributions before the delivery of the P-Class, the first two A-Class and M-Class vessels.

Change of control: If any person or group of persons (other than Swire Pacific, Scorpio Group or the BW Group) acting in concert directly or indirectly gains control of 25% or more of the voting and/or ordinary shares of the Borrower, the Agent (acting on instructions from the majority lenders) may by written notice of sixty (60) days cancel the total commitments and demand prepayment of all amounts outstanding under the facilities.

Note 25

## Financial Liabilities: Interest-bearing Loans and Borrowings

Continued from previous page

### Accounting policies

Debt to credit institutions etc. is recognised at the time of borrowing at fair value after deduction of transaction costs incurred. Subsequently, the financial liabilities are measured at amortised cost using the "effective interest method", so that the difference between the proceeds and the nominal value is recognised in the statement of profit and loss under financial expenses over the loan period.

A financial liability is derecognised when the obligation under the liability is discharged, cancelled or expires.

When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability.

The difference in the respective carrying amounts of the asset and the liability is recognised in the statement of profit and loss.

Note 26

## Business Combination

On 19 December 2023, the Group completed the acquisition of Eneti.

As of the reporting date, no adjustments or changes to the initial estimates and recognition have been identified. The business combination is considered final and will not result in further modifications to the financial statements.

The fair value of identified net assets and goodwill recognised in the Eneti acquisition comprises as follows:

EUR'000	19 December 2023
Vessels including dry docks	296,707
Vessel under construction	144,219
Other fixtures & fittings	598
Right-of-use assets	1,033
Trade and other receivables	29,408
Inventories	147
Prepayments	3,821
Cash and cash equivalents	106,056
<b>Total assets</b>	<b>581,989</b>

Note 26

## Business combination

Continued from previous page

EUR'000	19 December 2023
Provisions	6,987
Deferred tax liabilities	10,315
Trade and other payables	40,271
Lease liabilities	1,300
Deferred charter hire income	1,937
Current income tax liabilities	1,217
<b>Total liabilities</b>	<b>62,027</b>
<b>Total identifiable net assets at fair value</b>	<b>519,962</b>
Goodwill arising on acquisition	16,919
<b>Purchase price transferred</b>	<b>536,881</b>
Cash and cash equivalents acquired	106,056
Consideration paid in shares	441,228
<b>Net cash purchase price</b>	<b>(10,403)</b>



Note 27

## Related Party Transactions

The following significant transactions took place between the Company and related parties within the BW Group, Scorpio Holdings and Swire Pacific Offshore Holdings Group at terms agreed between the parties:

EUR'000	2024	2023	2022
Purchases of services from related parties	<b>(8,260)</b>	<b>(9,216)</b>	<b>(8,047)</b>
BW Group Limited (including subsidiaries)	(7,121)	(9,199)	(7,932)
Scorpio Holdings Limited (including subsidiaries)	(1,139)	(17)	-
Swire Pacific Offshore Holdings Group	-	-	(115)
Receivables from related parties at reported period	<b>214</b>	<b>592</b>	-
Scorpio Holdings Limited (including subsidiaries)	214	592	-
Payables to related parties at reported period	<b>223</b>	<b>162</b>	<b>89</b>
BW Group Limited (including subsidiaries)	181	10	89
Scorpio Holdings Limited (including subsidiaries)	42	152	-

Related party transactions over the reporting period are primarily linked to guarantee fees issued by the BW Group Limited, bunker supply by Hafnia Pools (member of the BW Group), costs related to training expenses by the BW Maritime and administrative expenses to Scorpio Services Holding.

In addition, Cadeler has not had significant transactions with the members of the Cadeler Board and the Executive Management apart from remuneration and expenses. Cadeler has not provided or granted any loans or guarantees to its directors or Executive Management. For information on remuneration paid to members of the Cadeler Board and Executive Management, refer to Note 8.

### Group's Related Party Transactions

Members of Cadeler's Executive Management and its board of directors, as well as their respective close family members and entities controlled by them or over which they have significant influence are considered related parties of Cadeler. BW Altor Pte. Ltd. ("BW Altor") and Scorpio Holdings Limited ("Scorpio Holdings"), and certain of their respective affiliates are considered related parties as they are deemed to be controlled by, or under the significant influence of, Andreas Sohlen-Pao and Emanuele Lauro (each members of Cadeler's board of directors), respectively. For the financial year 2022, Swire Pacific Limited ("Swire Pacific") was considered a related party of Cadeler in light of its significant ownership stake and the fact that one of its employees served as a director on the Cadeler board of directors but, for accounting purposes, with effect from 1 January 2023, Cadeler has no longer considered Swire Pacific to be a related party due to its reduced ownership percentage and the fact that it is no longer represented on Cadeler's board of directors.

For the financial years ended 31 December 2024, 2023 and 2022, there were no material transactions between Cadeler or any company of the Cadeler Group and BW Altor, Scorpio Holdings and/or Swire Pacific (or their respective affiliates) other than the transactions described below.



Note 27

## Related Party Transactions

Continued from previous page

### Share lending agreement with BW Altor

In October 2022, Cadeler entered into a share lending agreement with BW Altor as the share lender for the purpose of facilitating delivery versus payment settlement of the Cadeler shares to be delivered to investors in connection with a private placement that took place in October 2022. As compensation for such share lending, BW Altor received a customary fee paid by Cadeler until the Cadeler Shares were redelivered and admitted to trading on the Oslo stock exchange. The amount paid to BW Altor pursuant to such share lending agreement amounted to EUR 85,000.

### Guarantees provided by BW Group

BW Group has provided COSCO with four guarantees in respect of the sums payable by Cadeler in accordance with the contract for the construction of certain newbuilt P-Class and A-Class WTIVs in 2021, 2022 and 2023. Under this guarantee arrangement, certain fees are payable by the Group to BW Group until the guarantees are discharged in full.

On 27 May 2024, additional guarantees were provided in respect of the sums owed by Cadeler pursuant to the recently ordered third A-Class vessel.

### Bunker supply from Hafnia Pools (affiliate of BW Group)

In April 2022, Hafnia Pools Pte Ltd, which is an affiliate of BW Group, and Cadeler entered into a service level agreement pursuant to which Hafnia Pools Pte Ltd agreed to supply marine bunker oil and related products to Cadeler's vessels in the port of Rotterdam and other ports in the Rotterdam area at market rates. The agreement includes standard terms and conditions, including related to late payments, termination, a cap on the liability of Hafnia Pools Pte Ltd and indemnification for third-party claims raised by suppliers of the fuel against Hafnia Pools Pte Ltd.

### Performance guarantees issued by Swire Offshore Holdings Group

During the course of 2020, Swire Pacific Offshore Holdings Limited, through its subsidiary Swire Pacific Offshore Operations Pte. Ltd., issued four performance guarantees and four bank guarantees in favour of the Cadeler Group's customers as security for performance of the Cadeler Group's obligations under its customers' contracts. These guarantees covered a period up until April 2022. Following the sale of Swire Pacific Offshore Holdings Limited by Swire Pacific in April 2022, Swire Pacific Offshore Holdings Limited is no longer considered to be a related party as it is no longer controlled by a significant shareholder of Cadeler, and the Cadeler Group put new performance guarantees in place.

In connection with the guarantees provided by Swire Pacific Offshore Holdings Limited, Cadeler entered into a deed of recourse with Swire Pacific Offshore Operations Pte Ltd., which has since terminated, pursuant to which:

- Cadeler had an obligation to indemnify Swire Pacific Offshore Operations Pte Ltd. for any liabilities incurred by Swire Pacific Offshore Operations Pte Ltd. in performing its obligations under the performance guarantees or in respect of any payments made under the bank guarantees; and
- Cadeler had an obligation to pay Swire Pacific Offshore Operations Pte Ltd. an arm's length fee for each guarantee issued and procured respectively by Swire Pacific Offshore Operations Pte Ltd. in favour of Cadeler's customers.

Note 27

## Related Party Transactions

*Continued from previous page*

### **Transitional Service Agreement entered into in connection with Cadeler's listing on the OSE**

In October 2020, Cadeler entered into a transitional service agreement with Swire Pacific Offshore Operations Pte Ltd regarding services to be rendered to Cadeler during a transitional period following the initial public offering and admission to trading of the Cadeler shares on the OSE. Such services included, inter alia, assistance with financial reporting, tax, insurance, internal audit, IT, HR, procurement, technical and HSEQ support and services. The term of the agreement was limited to one year and could be terminated by either party at any time with three months' prior written notice. The agreement terminated in accordance with its terms in October 2021.

### **Training courses provided by BW Maritime**

BW Maritime has provided training courses for Cadeler's onshore staff and traveling costs reimbursements for board members

### **Administrative support provided by Scorpio Services Holding**

The Group, due to the business combination with Eneti, holds an agreement with Scorpio Services Holding ("SSH") for the provision of administrative staff, office space and accounting, legal compliance, financial and information technology services for which it is due to reimburse to SSH the direct and indirect expenses incurred while providing such services.

### **Ultramax and Kamsarmax pools**

Through the business combination the Company acquired receivables positions from Eneti transactions to Scorpio Group related parties for commercial management services. These services involved securing employment for Eneti's drybulk vessels in the spot market or on time charters. The pools are owned by Scorpio Holdings which is considered a related party.

Note 28

## Commitments and Pledges

### Lease commitments

The future minimum lease payables under non-cancellable low value and short-term leases contracted for at the balance sheet date but not recognised as liabilities are as follows:

EUR'000	2024	2023	2022
Not later than one year	117	1,090	53
Between one and five years	219	4,984	9
	<b>336</b>	<b>6,074</b>	<b>62</b>

As of 31 December 2023, the Company's lease commitments included tenure of the new headquarters. These commitments were reflected on the balance sheet starting in Q1 2024 as 'Right-of-Use Assets' and 'Lease Liabilities' in accordance with IFRS 16.

### Pledge of Fixed Assets

The Green Corporate Facility detailed in Note 25 is secured by, inter alia, a first priority mortgage over the Wind Orca, Wind Osprey, Wind Scylla and Wind Zaratán Vessels (EUR 639 million carrying amount, see Note 13), first priority assignment of the earnings of the vessel owning entities, including certain change of control provisions which are similar to those included in the P-Class Facility.

The P-Class facility, detailed in Note 25, is secured by a first priority mortgage over the P-Class newbuilds, first priority assignments of the insurances and earnings of the P-Class newbuilds by Cadeler and the two borrowers and contain customary financial and other covenants,

including certain change of control provisions. There will be a change of control under the P-Class Facility if any person or group of persons acting in concert (other than Swire Pacific and the BW Group) hold legally and beneficially more than 25% of each of the issued and outstanding share capital and/or the issued and outstanding voting share capital of Cadeler A/S. In addition, a number of changes to the ownership structure further down in the Group will trigger a change of control such as, among others, if either Wind Pace Limited (formerly referred as to N1063 Ltd ) or Wind N1064 Limited ceases to be a wholly owned (direct or indirect) subsidiary of Cadeler.

### Wind Osprey & Wind Orca new crane contract

In April 2024, the remaining payments were made upon completion of the upgrade project for the new cranes.

Note 28

## Commitments and Pledges

Continued from previous page

### Commitments on newbuilds vessels:

As of 31 December 2024

Millions	P-Class	M-Class	A-Class	Total
Contract amount in EUR	220	-	299	519
Contract amount in USD	390	655	794	1,839
Total Contract amount translated to EUR	581	618	1,062	2,261
Commitment amount in EUR	-	-	105	105
Commitment amount in USD	193	425	724	1,342
Remaining commitment translated to EUR	185	409	801	1,395

Maturity of total payments are disclosed in note 23.

### P-Class vessels

Since 30 June 2021, the Company had a contract with COSCO SHIPPING Heavy Industry CO. Ltd. ("COSCO") to build two new P-Class WTIVs. On 14 August 2024, Wind Peak has been delivered and the final instalments were made upon delivery.

The total sum of the contract for the two P-Class Vessels was approximately EUR 581 million, of which EUR 137 million was paid in 2021, EUR 14 million was paid in 2023 and EUR 245 million was paid in 2024. Of the total contract value, USD 390 million is to be paid (or has been paid) in USD and EUR 220 million has been paid in EUR. The remaining scheduled payments will fall due in 2025, upon delivery.

### A-Class vessels

On 9 May 2022 and 22 November 2022, the Company signed contracts with COSCO SHIPPING Heavy Industry to build a total of two new A-Class foundation installation vessel. In May 2024, the Company signed an additional contract with COSCO to build the third A-Class Wind Foundation Installation Vessel (WFIV).

The total sum of the contracts for the three vessels are approximately EUR 1.1 billion, of which approximately a total of EUR 167 million was paid in 2022 and EUR 94 million was paid in 2024. The remaining amounts are due in 2025, 2026 and 2027 with expected delivery in Q3/Q4 2025, Q3 2026 and Q2 2027.

Of the total contract value, USD 794 million is to be paid (or has been paid) in USD and EUR 299 million is to be paid (or has been paid) in EUR.

### M-Class vessels

The Company, due to the business combination with Eneti, is under contract with Hanwha for the construction of two next generation offshore WTIVs.

The total sum of the contracts is approximately EUR 618 million, of which of which EUR 29.6 million, EUR 59.4 million, EUR 29.3 million and EUR 91.7 million were paid in 2021, 2022, 2023 and 2024, respectively. The remaining scheduled payments will fall in 2025 with expected delivery for Wind Mover in the fourth quarter of 2025 while Wind Maker was delivered on schedule in January 2025.

Note 29

## Group Information

The consolidated financial statements of the Group include the following subsidiaries, which are all wholly owned by the Parent Company:

Entities	Country
<i>Vessel owning entities</i>	
Wind Orca Ltd	Cyprus
Wind Osprey Ltd	Cyprus
Wind Pace Ltd (formerly referred to as N1063 Ltd)	Cyprus
Wind N1064 Ltd	Cyprus
Wind Maker Ltd (formerly referred to as Seajacks 1 Ltd)	UK
Wind Mover Ltd (formerly referred to as Seajacks 5 Ltd)	UK
Wind Scylla Ltd (formerly referred to as Seajacks 5 Ltd)	UK
Seajacks 3 Japan LLC	Japan
<i>Trading and Operations</i>	
Cadeler UK Ltd (formerly referred to as Seajacks UK Ltd)	UK
Seajacks UK Ltd Taiwan Branch	Taiwan
Seajacks US Inc.	USA
Seajacks Merman Marine Ltd	Bermuda
Cadeler Crewing Services Ltd (formerly referred to as Seajacks Crewing Services Ltd)	UK
Seajacks Japan LLC	Japan
<i>Investment holding entities</i>	
Wind MI Ltd	Marshall Islands
Eneti (Bermuda) Ltd	Bermuda
Cadeler Holdings Ltd (formerly referred to as Atlantis Investorco Ltd)	UK

Entities	Country
<i>Investment holding entities (continuation)</i>	
Atlantis Equityco Ltd	UK
Atlantis Midco Ltd	UK
Cadeler International Ltd (formerly referred to as Seajacks International Ltd)	UK
<i>Dormant entities</i>	
Seajacks 2 Ltd	UK
Seajacks 3 Ltd	UK
Seajacks 7 Limited	UK
Seajacks 8 Limited	UK
SBI Chartering and Trading Ltd	Marshall Islands
SBI Macarena Shipping Company Ltd	Marshall Islands
SBI Parapara Shipping Company Ltd	Marshall Islands
SBI Pegasus Shipping Company Ltd	Marshall Islands
SBI Perseus Shipping Company Ltd	Marshall Islands
SBI Taurus Shipping Company Ltd	Marshall Islands

Note 29

# Group Information

Continued from previous page

During 2024, several entities were dissolved:

Entities	Country
<i>Dormant entities</i>	
Scorpio SALT LLC	USA
Bulk Run-Off Company Ltd	Marshall Islands
Windpower Alpha Ltd	Marshall Islands
Windpower Bravo Ltd	Marshall Islands
SBI Achilles Shipping Company Ltd	Marshall Islands
SBI Antares Shipping Company Ltd	Marshall Islands
SBI Apollo Shipping Company Ltd	Marshall Islands
SBI Aries Shipping Company Ltd	Marshall Islands
SBI Athena Shipping Company Ltd	Marshall Islands
SBI Bolero Shipping Company Ltd	Marshall Islands
SBI Bravo Shipping Company Ltd	Marshall Islands
SBI Capoeira Shipping Company Ltd	Marshall Islands
SBI Carioca Shipping Company Ltd	Marshall Islands
SBI Conga Shipping Company Ltd	Marshall Islands
SBI Cougar Shipping Company Ltd	Marshall Islands
SBI Cronos Shipping Company Ltd	Marshall Islands
SBI Echo Shipping Company Ltd	Marshall Islands
SBI Gemini Shipping Company Ltd	Marshall Islands
SBI Hera Shipping Company Ltd	Marshall Islands

Entities	Country
<i>Dormant entities (continuation)</i>	
SBI Hercules Shipping Company Ltd	Marshall Islands
SBI Hermes Shipping Company Ltd	Marshall Islands
SBI Hydra Shipping Company Ltd	Marshall Islands
SBI Hyperion Shipping Company Ltd	Marshall Islands
SBI Jaguar Shipping Company Ltd	Marshall Islands
SBI Jive Shipping Company Ltd	Marshall Islands
SBI Lambada Shipping Company Ltd	Marshall Islands
SBI Leo Shipping Company Ltd	Marshall Islands
SBI Libra Shipping Company Ltd	Marshall Islands
SBI Lynx Shipping Company Ltd	Marshall Islands
SBI Lyra Shipping Company Ltd	Marshall Islands
SBI Mazurka Shipping Company Ltd	Marshall Islands
SBI Phoenix Shipping Company Ltd	Marshall Islands
SBI Reggae Shipping Company Ltd	Marshall Islands
SBI Rock Shipping Company Ltd	Marshall Islands
SBI Sousta Shipping Company Ltd	Marshall Islands
SBI Tethys Shipping Company Ltd	Marshall Islands
SBI Zeus Shipping Company Ltd	Marshall Islands
Crawford Path LLC	Delaware

Note 29

# Group Information

Continued from previous page

During 2024, several entities were dissolved:

Entities	Country
<i>Dormant entities (continuation)</i>	
Scorpio Salt LLC	Delaware
SBI Maia Shipping Company Ltd	Marshall Islands
SBI Orion Shipping Company Ltd	Marshall Islands
SBI Phoebe Shipping Company Ltd	Marshall Islands
SBI Pisces Shipping Company Ltd	Marshall Islands
SBI Poseidon Shipping Company Ltd	Marshall Islands
SBI Rumba Shipping Company Ltd	Marshall Islands
SBI Samba Shipping Company Ltd	Marshall Islands
SBI Samson Shipping Company Ltd	Marshall Islands
SBI Subaru Shipping Company Ltd	Marshall Islands
SBI Swing Shipping Company Ltd	Marshall Islands
SBI Tango Shipping Company Ltd	Marshall Islands
SBI Thalia Shipping Company Ltd	Marshall Islands
SBI Ursa Shipping Company Ltd	Marshall Islands
SBI Virgo Shipping Company Ltd	Marshall Islands
SBI Zumba Shipping Company Ltd	Marshall Islands



## Note 30

## Events After Reporting Period

**Delivery of M-Class vessel**

On 31 January 2025, the Company took delivery of the sixth vessel in its fleet, Wind Maker, which was delivered at the Hanwha Ocean Shipyard in Korea. Additionally, on 23 January 2025, the Company drew down half of the M-Class Facility to pay the last instalment amounted to approximately EUR 212 million.

**Utilisation Request under P-Class Facility**

On 17 March 2025, the Company requested the utilisation of EUR 211 million under the P-Class Facility to finance the final instalment for the second P-Class Vessel, which is expected to be delivered imminently.

**A-Class Facility signed**

On 21 March 2025, Cadeler and two of its subsidiaries, Wind Ally Limited and Wind Ace Limited, entered into a Sinosure-backed Green Term Loan Facility of up to EUR 575 million (with a 12 year tenor) (the "A-Class Facility") with a group of banks led by DNB and supported by Credit Agricole, CIC, HSBC, KfW-IPEX, OCBC, Rabobank, Santander, Société Générale, Sparebank 1 SR-Bank and Standard Chartered Bank, to finance the purchase of the first two of the Cadeler Group's three A-Class Vessels. The terms of the A-Class Facility are substantially identical to those of the P-Class Facility and the M-Class Facility, except that the effectiveness of the A-Class Facility is contingent upon the receipt by the lenders thereunder of written confirmation from Sinosure, prior to May 31, 2025, that each of the insurance policies to be issued by Sinosure in connection with such facility are approved for issuance. Sinosure has issued a letter indicating its intention to obtain such approval and the Cadeler Group's management expects to receive the relevant written confirmation and to confirm the effectiveness of the A-Class Facility prior to May 31, 2025.

## Note 31

## Authorisation of Financial Statements

These financial statements were authorised for issue in accordance with a resolution of the Board of Directors and Executive Management of Cadeler A/S on 25 March 2025 and will be recommended for approval by the shareholders of the Company at the annual general meeting to be held on 22 April 2025.





# Parent Company Financial Statements



## Parent Company Statement of Profit and Loss

EUR'000	Note	2024	2023	2022
Revenue	2	126,680	108,810	108,443
Cost of sales	3	(77,283)	(57,077)	(60,269)
<b>Gross profit</b>		<b>49,397</b>	<b>51,733</b>	<b>48,174</b>
Administrative expenses	3	(38,347)	(33,666)	(15,291)
<b>Operating profit</b>		<b>11,050</b>	<b>18,067</b>	<b>32,883</b>
Finance income		11,258	1,362	4,031
Finance costs		(2,496)	(8,081)	(9,660)
<b>Profit before income tax</b>		<b>19,812</b>	<b>11,348</b>	<b>27,254</b>
Income tax credit/expense	5	-	-	-
<b>Profit for the year</b>		<b>19,812</b>	<b>11,348</b>	<b>27,254</b>

## Parent Company Balance Sheet

EUR'000	Note	2024	2023	2022
<b>Assets</b>				
<b>Non-current assets</b>				
Intangible assets	7	312	240	419
Property, plant and equipment	8	475,632	369,154	321,055
Financial assets				
Investments in subsidiaries	9	745,499	745,489	249,534
Leasehold deposits		1,014	1,220	238
Derivatives	11	1,915	338	3,376
Total financial assets		748,428	747,047	253,148
<b>Total non-current assets</b>		<b>1,224,372</b>	<b>1,116,441</b>	<b>574,622</b>
<b>Current assets</b>				
Inventories		848	1,836	549
Receivables				
Trade receivables		47,958	35,227	38,234
Receivables from subsidiaries		424,506	91,510	89,533
Current Income tax receivable		-	12	12
Other current assets		11,140	5,212	708
Total receivables		483,604	131,961	128,487
Derivatives	11	7,742	-	-
Cash and bank balances		16,727	59,436	19,012
<b>Total current assets</b>		<b>508,921</b>	<b>193,233</b>	<b>148,048</b>
<b>Total assets</b>		<b>1,733,293</b>	<b>1,309,674</b>	<b>722,670</b>

EUR'000	Note	2024	2023	2022
<b>Equity</b>				
Share capital	14	47,144	41,839	26,575
Share premium		1,099,495	952,858	509,542
Treasury shares		(1,283)	-	-
Reserves		(8,365)	(17,938)	1,343
(Accumulated losses)/retained earnings		(2,494)	(23,968)	(12,831)
<b>Total equity</b>		<b>1,134,497</b>	<b>952,791</b>	<b>524,629</b>
<b>Liabilities</b>				
<b>Non-current liabilities</b>				
Debt to credit institutions	12	358,395	204,773	114,230
Deferred revenue	2	942	1,778	1,326
Derivatives	11	12,906	17,957	2,108
<b>Total non-current liabilities</b>		<b>372,243</b>	<b>224,508</b>	<b>117,664</b>
<b>Current liabilities</b>				
Debt to credit institutions	12	13,056	799	772
Deferred revenue	2	31,641	10,190	1,831
Trade and other payables		29,344	16,437	7,997
Payables to related parties		181	10	89
Payables to subsidiaries		152,317	100,922	69,688
Current income tax liabilities		14	13	-
Derivatives	11	-	4,004	-
<b>Total current Liabilities</b>		<b>226,553</b>	<b>132,375</b>	<b>80,377</b>
<b>Total liabilities</b>		<b>598,796</b>	<b>356,883</b>	<b>198,041</b>
<b>Total equity and liabilities</b>		<b>1,733,293</b>	<b>1,309,674</b>	<b>722,670</b>

# Parent Company Statement of Changes in Equity

EUR'000	Note	Share capital	Share premium	Treasury shares	Hedging reserves	(Accumulated losses)/ retained earnings	Total
<b>2024</b>							
Beginning of financial year		41,839	952,858	-	(17,938)	(23,968)	952,791
Profit for the year		-	-	-	-	19,812	19,812
Value adjustments of hedging instruments		-	-	-	9,573	-	9,573
Capital increase February 2024		5,301	149,567	-	-	-	154,868
Costs incurred in connection with February 2024 capital increase		-	(3,014)	-	-	-	(3,014)
Capital increase June 2024		4	84	-	-	-	88
Treasury shares		-	-	(1,283)	-	-	(1,283)
Share-based payments		-	-	-	-	1,662	1,662
<b>End of financial year</b>		<b>47,144</b>	<b>1,099,495</b>	<b>(1,283)</b>	<b>(8,365)</b>	<b>(2,494)</b>	<b>1,134,497</b>
<b>2023</b>							
Beginning of financial year		26,575	509,542	-	1,343	(12,831)	524,629
Profit for the year		-	-	-	-	11,348	11,348
Value adjustments of hedging instruments		-	-	-	(19,281)	-	(19,281)
Registration of new shares in relation with December 2023 business combination	9	15,264	450,271	-	-	-	465,535
Costs incurred in connection with listing		-	(6,955)	-	-	-	(6,955)
Changes from business combination		-	-	-	-	(23,619)	(23,619)
Share-based payments		-	-	-	-	1,134	1,134
<b>End of financial year</b>		<b>41,839</b>	<b>952,858</b>	<b>-</b>	<b>(17,938)</b>	<b>(23,968)</b>	<b>952,791</b>

# Parent Company Statement of Changes in Equity

Continued from previous page

EUR'000	Note	Share capital	Share premium	Hedging reserves	(Accumulated losses)/ retained earnings	Total
<b>2022</b>						
Beginning of financial year		18,641	339,400	-	(40,437)	317,604
Profit for the year		-	-	-	27,254	27,254
Value adjustments of hedging instruments		-	-	1,343	-	1,343
Capital increase May 2022		3,518	81,234	-	-	84,752
Costs incurred in connection with May 2022 capital increase		-	(2,305)	-	-	(2,305)
Capital increase October 2022		4,416	94,082	-	-	98,498
Costs incurred in connection with October 2022 capital increase		-	(2,869)	-	-	(2,869)
Share-based payments		-	-	-	352	352
<b>End of financial year</b>		<b>26,575</b>	<b>509,542</b>	<b>1,343</b>	<b>(12,831)</b>	<b>524,629</b>

# Notes to the Parent Company Financial Statements

---

## Notes to the Parent Company Financial Statements

Note 1	Accounting Policies.....	233
Note 2	Revenue.....	235
Note 3	Expenses by Nature .....	236
Note 4	Employee Compensation.....	238
Note 5	Tax .....	239
Note 6	Board of Directors and Executive Management Compensation .....	240
Note 7	Intangible Assets.....	241
Note 8	Property, Plant and Equipment.....	242
Note 9	Investment in Subsidiaries.....	244
Note 10	Share-based Payments .....	245
Note 11	Derivatives .....	245
Note 12	Debt to credit institutions .....	245
Note 13	Off Balance Sheet Obligations and Commitments.....	246
Note 14	Issued Share Capital .....	247
Note 15	Related Parties.....	247
Note 16	Appropriation of Profit and Loss .....	247

---





## Note 1

## Accounting Policies

The Parent Company financial statements of Cadeler A/S for 2024 have been prepared in accordance with the provisions of the Danish Financial Statements Act applying to reporting class D entities.

The Parent Company's accounting policies on recognition and measurement are generally consistent with those of the Group. Differences between the Parent Company's accounting policies and the Group's accounting policies are described below.

**Changes in accounting policies**

The Parent Company financial statements have been prepared using the same accounting policies as last year.

**Omission of a cash flow statement**

With reference to section 86(4) of the Danish Financial Statements Act, no cash flow statement has been prepared. The entity's cash flows are part of the consolidated cash flow statement of Cadeler A/S.

**Dividends from subsidiaries**

Dividends from subsidiaries are recognised in the statement of profit and loss in so far as the dividend does not exceed the accumulated earnings in the subsidiary in the period of ownership.

**Receivables**

Receivables are measured at amortised cost.

The Company has chosen IAS 39 as interpretation for impairment of financial receivables.

An impairment loss is recognised if there is objective evidence that a receivable or a group of receivables is impaired. If there is objective evidence that an individual receivable has been impaired, an impairment loss is recognised on an individual basis.

**Revenue**

The Company has chosen IFRS 15 under Danish GAAP as interpretation for revenue recognition. For further information on accounting policies refer to Note 3 in the consolidated financial statements.

The Company revenue includes intercompany transactions with Wind Orca and Wind Osprey which are governed by the ship management agreements. The Company charges revenue from the Wind entities during off-hire periods (off-hire ship management costs).

**Investments in subsidiaries**

Investments in subsidiaries are initially measured at cost less impairment. Dividends received that exceed the accumulated earnings in the subsidiary during the period of ownership are treated as a reduction of cost. Costs in connection with the purchase of subsidiaries are included in the cost price. Where the cost exceeds the recoverable amount, an impairment loss is recognised to this lower value.

Note 1

# Accounting Policies

Continued from previous page

The carrying amount of investments in subsidiaries is tested for impairment if impairment indication arises.

**Derivatives and hedge accounting**

Derivative financial instruments are initially recognised at cost on the date on which a derivative contract is entered into and subsequently remeasured at fair value over profit and loss. Derivatives are carried as financial assets, presented under derivatives assets, when the fair value is positive and as financial liabilities, presented under derivatives liabilities, when the fair value is negative.

For further details on the accounting policies, refer to Note 23 in the Consolidated Financial Statements, with the exception that cost of hedging is not permitted under Danish GAAP.

**Property, plant and equipment**

Property, plant and equipment are recognised at cost less accumulated depreciation and accumulated impairment losses.

Depreciation is calculated using the straight-line method to allocate their depreciable amounts over the assets' estimated useful lives. The estimated useful lives are as follows:

	Useful lives
Other fixtures and fittings	2 to 3 years

**Share capital**

Ordinary shares are classified as equity. When there is a capital increase through the issuance of new shares, these shares are recorded at their nominal value.

**Share premium reserve and treasury shares**

Share premium reserve signifies the capital contributed by investors exceeding the nominal value of the shares issued, net of any incremental costs directly associated with the issuance of new shares.

Own equity instruments that are reacquired (treasury shares) are recognised at cost and deducted from equity. No gain or loss is recognised in profit or loss on the purchase, sale, issue or cancellation of the Group's own equity instruments. Any difference between the carrying amount and the consideration, if reissued, is recognised in equity.

**Hedging reserves and retained earnings**

Hedging reserves reflect the changes in the fair value of derivative financial instruments designated as cash flow hedges. Retained earnings include results from previous periods, changes to equity arising from business combination purchase price, and share-based payments.

**Share based payments**

Employees (including senior executives) of the Group receive remuneration in the form of share-based payments, whereby employees render services as consideration for equity instruments (equity-settled transactions). For further details on the accounting policies, refer to Note 7 in the Consolidated Financial Statements.

## Note 1

## Accounting Policies

*Continued from previous page*

Changes in the fair value of derivative financial instruments designated as cash flow hedges are recognised in equity and presented under "Hedging reserves" (equity).

**Leasing with the Company as lessee**

The Company has decided to apply IAS 17 as the basis of accounting for leases.

## Note 2

## Revenue

Refer to Note 3 in the Consolidated Financial Statements for disclosure of revenue.

Parent Company revenue further includes revenue from related parties totalling EUR 2.1 million (2023: EUR 3.6 million; 2022: EUR 2 million). Related party revenue consists of income derived from managing and maintaining the two windfarm installation vessels during off-hire periods.

Deferred revenue relates to consideration received from customers for the unsatisfied performance obligation in the charter contracts. Revenue will be recognised when the related services are provided to the customers. For further information on accounting policies, refer to Note 3 in the consolidated financial statements.

**Segment information**

The Group's management are not operating or making decisions based on customer types, type of service, revenue streams or geographical segments. The Group operates five windfarm installation vessels, which are viewed as one segment and can operate in all geographical areas required for the specification of a specific windfarm project. Accordingly, the Group only has one operating segment.

Note 3

## Expenses by Nature

EUR'000	Note	2024	2023	2022
<b>Cost of sales</b>				
Bareboat charter hire, from subsidiaries		43,407	29,508	33,638
Insurance		1,066	42	231
Crewing costs paid to a related party and an external party		-	-	61
Seafarer payroll	4	15,590	14,420	13,089
Fuel and oil		1,121	501	1,113
Maintenance		4,145	4,917	4,039
Messing costs		1,304	1,398	1,428
Seafarer travel		3,031	2,835	2,589
Specific charter costs		6,463	2,882	3,088
Utilities		719	389	689
Other operating expenses		437	190	309
Tonnage tax		-	(5)	(5)
<b>Total cost of sales</b>		<b>77,283</b>	<b>57,077</b>	<b>60,269</b>

EUR'000	Note	2024	2023	2022
<b>Administrative expenses</b>				
Depreciation and amortisation	7, 8	970	504	273
Employee compensation	4	20,680	18,983	9,905
Repair and maintenance expenses		2,270	1,123	796
Legal and professional fees		5,908	1,406	1,047
Transaction costs		-	7,707	-
Rental expenses		2,385	731	940
Travel expense		1,164	965	612
Management fees to related party	15	-	-	1
Marketing and entertainment expenses		1,001	601	788
Other expenses		3,969	1,646	929
<b>Total administrative expenses</b>		<b>38,347</b>	<b>33,666</b>	<b>15,291</b>

Note 3

## Expenses by Nature

Continued from previous page

### Auditor remuneration

Administrative expenses include fees to the auditors appointed by the shareholder at the Annual General Meeting:

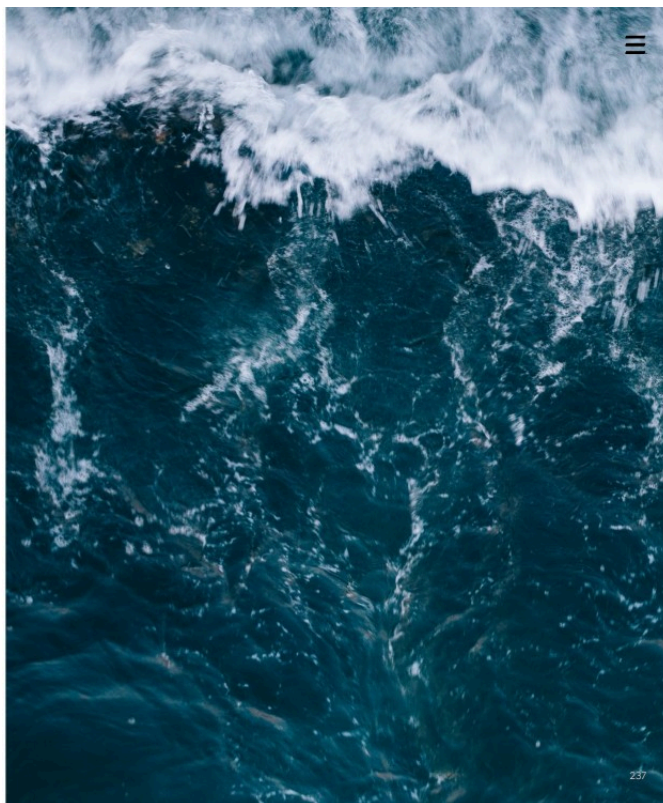
EUR'000	2024	2023	2022
Statutory audit	1,930	464	125
Tax services	201	-	105
Other assurance services	9	1,608	-
Other services	22	606	51
<b>Total</b>	<b>2,162</b>	<b>2,678</b>	<b>281</b>

Statutory audit services consist of fees for professional services rendered by EY for the audit of our annual consolidated financial statements and services that are provided by the auditor in connection with statutory audit.

Other assurance services include re-audits and assurance reports in respect of pro-forma financial information in connection with regulatory filings, and review of interim financial information.

Tax services consist of tax compliance services.

Other services consist of services provided for other permitted services, including fees for work performed in connection with the U.S. listing in December 2023.



Note 4

## Employee Compensation

### Onshore - presented within administrative expenses

EUR'000	Note	2024	2023	2022
Wages and salaries		18,233	16,671	8,873
Employer's contribution to defined contribution plans		1,338	819	502
Share based payment expense	6	896	1,134	352
Other short-term benefits		213	359	178
<b>Total onshore employee compensation</b>		<b>20,680</b>	<b>18,983</b>	<b>9,905</b>
Average number of full time employees		144	105	70

### Offshore - presented within cost of sales

EUR'000	Note	2024	2023	2022
Wages and salaries		13,991	13,190	11,693
Employer's contribution to defined contribution plans		1,416	1,060	1,082
Other short-term benefits		183	170	314
<b>Total offshore employee compensation</b>		<b>15,590</b>	<b>14,420</b>	<b>13,089</b>
Average number of full time employees		200	167	162

### Total

EUR'000	Note	2024	2023	2022
Wages and salaries		32,224	29,861	20,566
Employer's contribution to defined contribution plans		2,754	1,879	1,584
Share based payment expense	6	896	1,134	352
Other short-term benefits		396	529	492
<b>Total employee compensation</b>		<b>36,270</b>	<b>33,403</b>	<b>22,994</b>
Average number of full time employees		344	272	232

Note 5

# Tax

EUR'000	2024	2023	2022
<b>Tax expense attributable to profit is made up of:</b>			
Utilisation of non-recognised tax losses offset against Danish Tonnage Tax expense	-	-	-
<b>Total</b>	-	-	-

An expansion of the Danish tonnage tax regime to cover wind farm installation vessels was passed in January 2020 with retroactive effect from 2017, 2017 inclusive.

On 15 December 2020, Cadeler A/S received a binding ruling from the Danish Tax Authorities. According to this, Cadeler A/S was able to apply the Danish Tonnage Taxation after the listing of the shares on 27 November 2020. Management applied the Danish Tonnage Taxation during 2021. The recorded tonnage tax expense for 2024 in Denmark amounts to EUR 0 thousand. Tonnage taxes in Denmark amount to EUR 0 due to utilization of tax losses.

Cadeler A/S also has material tax losses from previous periods available for carry forward. Such tax losses can be utilised against future tonnage taxation income and other income, which does not qualify for tonnage taxation. The tax value of tax losses to be carried forward as of 31 December 2024 is in the region of EUR 12 million, which has not been recognised for the reasons set out in Note 21 to the consolidated financial statements. The tax losses are not subject to expiration but limitation in utilization per year.

Tonnage taxes are not to be accounted for as income tax. Accordingly, the costs are presented as part of cost of sales. No tax expense has been recognised in 2024 in relation to Danish Tonnage tax.

Note 6

## Board of Directors and Executive Management Compensation

EUR'000	2024			2023			2022		
	Board of directors	Executive management	Total	Board of directors	Executive management	Total	Board of directors	Executive management	Total
Wages, salaries and board fees	334	1,050	1,384	183	850	1,033	180	683	863
Share based payment	-	957	957	-	588	588	-	173	173
Other short-term benefits	-	41	41	-	55	55	-	36	36
Cash bonus	-	1,197	1,197	-	1,155	1,155	-	482	482
<b>Total management compensation</b>	<b>334</b>	<b>3,245</b>	<b>3,579</b>	<b>183</b>	<b>2,648</b>	<b>2,831</b>	<b>180</b>	<b>1,374</b>	<b>1,554</b>

### Executive Management

Executive Management means the members of the Executive Management which are registered with the Danish business authority and who have the authority and responsibility for the planning, directing and controlling activities of the Company as defined by IAS 24. In 2021, Key management also included personnel who supported Executive Management, for the planning, directing and controlling activities of the Company. For 2024, part of the total executive management compensation was paid by Cadeler A/S, and part was paid by one of its subsidiaries.

### Board of Directors

Andreas Sohmen-Pao and Andreas Beroutsos are employed by the BW Group. These board members have not received compensation from Cadeler in 2021, 2022 and 2023. Andreas Beroutsos stepped down from the Board with effect from 25 April 2023. On the same date, Andrea Abt joined the Board.

David Peter Cogman is employed by the Swire Group and has not received remuneration from Cadeler in 2021, 2022 and 2023. David Peter Cogman stepped down from the Board with effect from 16 June 2023 along with Connie Hedegaard.

On 20 February 2024, Emanuele Lauro and James Nish joined the Board. Emanuele Lauro is the Director and Chief Executive Officer of Scorpio Holdings Limited, which is considered a related party (See Note 27 of the Consolidated Financial Statements).

On 23 April 2024, Jesper T. Lok left the Board of Directors and Colette Cohen was elected to serve a two year term through the 2026 AGM.

On 11 November 2024, Thomas Thune Andersen was elected as a new member of the Board of Directors.



Note 7

## Intangible Assets

EUR'000	2024	2023	2022
<b>Software</b>			
<b>Cost</b>			
Beginning of period	693	662	434
Additions	299	31	228
Disposals	(38)	-	-
<b>31 December 24</b>	<b>954</b>	<b>693</b>	<b>662</b>
<b>Accumulated amortization</b>			
Beginning of period	453	243	32
Amortization charge	189	210	211
<b>31 December 24</b>	<b>642</b>	<b>453</b>	<b>243</b>
<b>Carrying amount</b>	<b>312</b>	<b>240</b>	<b>419</b>

Additions during 2024 and 2023 are mainly related to further developments of the Company's software solutions.

Additions in 2022 primarily reflect further developments of the Enterprise Resource Planning (ERP) system, as well as Vessel and Crew Management software, following their initial implementation in 2021.



Note 8

## Property, Plant and Equipment

EUR'000	Other fixtures and fittings	Assets under construction	Total
<b>Cost 2024</b>			
Beginning of financial year	539	368,470	369,605
Additions	2,820	356,095	358,915
Disposals	(306)	(251,060)	(251,366)
<b>31 December 2024</b>	<b>3,053</b>	<b>473,505</b>	<b>476,558</b>
<b>Accumulated depreciation</b>			
Beginning of financial year	451	-	451
Depreciation charge	781	-	781
Disposals	(306)	-	(306)
<b>31 December 2024</b>	<b>926</b>	<b>-</b>	<b>926</b>
<b>Net book value</b>	<b>2,127</b>	<b>473,505</b>	<b>475,632</b>

Additions during 2024 were mainly driven by vessel newbuild and upgrades.

Disposals during 2024 were driven by the sale of Wind Peak to the subsidiary. Borrowing costs for 2024 has been capitalised for a total of EUR 19.7 million (2023: 7.1 million; 2022: EUR 4.2 million). The capitalisation rate used to determine the amount of borrowing costs to be capitalised is the weighted average interest rate applicable to the Company's general borrowings during the reporting period, in this case 7.6% (2023: 5.5%; 2022: 5.7%).

EUR'000	Other fixtures and fittings	Assets under construction	Total
<b>Cost 2023</b>			
Beginning of financial year	536	320,964	321,500
Additions	3	47,506	48,105
<b>31 December 2023</b>	<b>539</b>	<b>368,470</b>	<b>369,605</b>
<b>Accumulated depreciation</b>			
Beginning of financial year	445	-	445
Depreciation charge	6	-	6
<b>31 December 2023</b>	<b>451</b>	<b>-</b>	<b>451</b>
<b>Net book value</b>	<b>88</b>	<b>368,470</b>	<b>369,154</b>

Additions during 2023 were mainly driven by down payments of EUR 19.2 million for the new P-Class installation vessels (EUR 15.4 million) and the new A-Class foundation installation vessels (EUR 3.8 million), represented above under Assets under construction. In addition, Assets under construction contains EUR 7.6 million worth of guarantee fees to BW Group related to the A-Class and P-Class newbuild vessels as well as EUR 2.2 million of assets related to future projects that have not yet started.

Borrowing costs for 2023 have been capitalised for a total of EUR 7.1 million (2022: EUR 4.2 million). The capitalisation rate used to determine the amount of borrowing costs to be capitalised is the weighted average interest rate applicable to the Company's general borrowings during the reporting period, in this case 5.5% (2022: 5.7%).



Note 8

## Property, Plant and Equipment

Continued from previous page

EUR'000	Other fixtures and fittings	Assets under construction	Total
<b>Cost 2022</b>			
Beginning of financial year	536	139,760	140,296
Additions	-	181,204	181,204
<b>31 December 2022</b>	<b>536</b>	<b>320,964</b>	<b>321,500</b>
<b>Accumulated depreciation</b>			
Beginning of financial year	386	-	386
Depreciation charge	59	-	59
<b>31 December 2022</b>	<b>445</b>	<b>-</b>	<b>445</b>
<b>Net book value</b>	<b>91</b>	<b>320,964</b>	<b>321,055</b>

Additions during 2022 were mainly driven by the down payments of the two new F-Class foundation installation vessels for EUR 167 million, represented above under Assets under construction.

Note 9

## Investment in Subsidiaries

Shown below are movements related to investments in subsidiaries:

EUR'000	2024	2023	2022
<b>Cost</b>			
Beginning of financial year	745,489	249,534	249,534
Additions	-	495,955	-
<b>End of financial year</b>	<b>745,489</b>	<b>745,489</b>	<b>249,534</b>
<b>Impairment</b>			
Beginning of financial year	-	-	-
<b>End of financial year</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Carrying amount</b>	<b>745,489</b>	<b>745,489</b>	<b>249,534</b>

The list of subsidiaries is detailed in Note 29 of the Consolidated Financial Statements.

In 2023, an additional EUR 496 million pertains to a business combination, where Cadeler A/S acquired 100% of the shares in Eneti through a share exchange.

The shares were recorded at a cost price of EUR 496 million, inclusive of acquisition-related expenses amounting to EUR 15 million. This cost comprises the fair value of shares issued, totalling EUR 441 million, and a squeeze-out payment of EUR 55 million.

All transaction costs incurred are included in the cost, differing from the presentation in the Consolidated Financial Statements, where some are expensed while others are deducted from equity.

Further details regarding the issuance of shares in connection with the business combination are provided in Note 14.

As of 31 December 2024, no indicators of impairment have been identified by Management. Therefore, no impairment has been recognised. The carrying amount of investments in subsidiaries undergoes impairment testing if impairment indicators arise.

Note 10

## Share-based Payments

Share based payment are disclosed in Note 7 to the Consolidated Financial Statements.

Note 12

## Debt to credit institutions

The total amount of utilised debt, amounting to EUR 387 million, is due within 5 years.

Note 11

## Derivatives

Derivative Financial Instruments are disclosed in Note 24 to the Consolidated Financial Statements. Not all derivatives are entered into by the parent company, as EUR 3.5 million derivative liabilities and EUR 8.8 million derivative assets is entered into by subsidiaries. Derivatives are valued at level 2 in the fair value hierarchy. At 31 December 2024, the fair value of the derivative assets amounts to EUR 9.7 million (2023: EUR 338 thousand; 2022: EUR 3.4 million) and derivative liabilities amounted to EUR 12.9 million (2023: EUR 22.0 million; 2022: EUR 2.1 million).

Note 13

## Off Balance Sheet Obligations and Commitments

The Company has off balance sheet obligations relating to the leasing of vessels from its subsidiaries Wind Orca Ltd, Wind Osprey Ltd. and Wind Peak Ltd. The lease has no fixed expiry term and is expected to continue for the duration of the contract backlog. The annual off balance sheet obligations of the vessels are estimated to be up to EUR 115 million, depending on the number of days on hire.

### P-Class vessels

Since 30 June 2021, the Company had a contract with COSCO SHIPPING Heavy Industry CO. Ltd. ("COSCO") to build two new P-Class WTIVs. On 14 August 2024, Wind Peak was delivered and the final instalments were made upon delivery.

The total sum of the contract for Wind Pace is approximately EUR 295 million, of which EUR 69 million was paid in 2021 and EUR 41 million was paid in 2024. The remaining scheduled payments will fall due between 2025 and delivery. Of the total contract, USD 193 million is paid in USD and EUR 110 million is paid in EUR.

### A-Class vessels

On 9 May 2022 and 22 November 2022, the Company signed contracts with COSCO SHIPPING Heavy Industry to build a total of two new A-Class foundation installation vessels. In May 2024, the Company signed an additional contract with COSCO to build the third A-Class Wind Foundation Installation Vessel (WFIV).

The total sum of the contracts for the new vessels is approximately EUR 1.1 billion, of which approximately a total of EUR 167 million was paid in 2022 and EUR 94 million was paid in 2024. The remaining amounts will fall due over the years from 2025 to 2027.

Of the total contract, USD 794 million is paid in USD and EUR 299 million is paid in EUR.

More information regarding remaining instalments for the newbuilds vessels can be found in Note 28 to the Consolidated Financial Statements.

### Financial liabilities: Interest-bearing loans and borrowings

Terms and covenants regarding the Debt Facilities are disclosed in Note 25 to the Consolidated Financial Statements.

Note 14

## Issued Share Capital

EUR'000	No. of shares (in thousands)	Total
Beginning of financial year 2022	138,574	18,641
Issued in May 2022 for capital increase	26,176	3,518
Issued in October 2022 for capital increase	32,850	4,416
<b>End of financial year 2022</b>	<b>197,600</b>	<b>26,575</b>
Issued in December 2023 for capital increase	113,809	15,263
<b>End of financial year 2023</b>	<b>311,409</b>	<b>41,838</b>
Issued in February 2024 for capital increase	39,520	5,301
Issued in June 2024 for capital increase	28	4
<b>End of financial year 2024</b>	<b>350,957</b>	<b>47,143</b>

As of 1 January 2024, the Group had share capital amounting to DKK 311,409 thousand, equal to EUR 41,838 thousand, consisting of 311,409,868 shares of nominal DKK 1 each.

On 15 February 2024, the Company completed a private placement, resulting in the issuance of 39.5 million shares of nominal DKK 1 each at a price of NOK 44.50 per share.

On 26 June 2024, the Company completed a capital increase of EUR 88 thousand as a result of the exercise of options under its employee equity incentive program resulting in the issuance of 27,715 shares of a nominal price of DKK 1 per share. All shares have equal rights.

### Treasury shares

On 4 July 2024, the Company completed the share buy-back program to fulfil share-based incentive obligations resulting in the repurchase of 214,791 shares of a nominal price of DKK 1 each at an average price of NOK 68.28 and corresponding to an aggregate amount of EUR 1.3 million.

Note 15

## Related Parties

Cadeler A/S' related party transactions comprise revenue from the subsidiaries of EUR 2.1 million related to managing and maintaining the vessels during off-hire periods as well as operating lease expenses paid to the subsidiaries of EUR 43.4 million related to the vessels during on-hire periods. Furthermore, receivables from subsidiaries of EUR 424.5 million and payables to subsidiaries of EUR 152.3 million are recognised.

Cadeler A/S' related parties comprise the subsidiaries, mentioned in Note 9, which are fully owned by the Company.

Cadeler A/S also has related party transactions, as disclosed in Note 27 to the Consolidated Financial Statements, excluding transactions related to Scorpio Holdings that were not entered into by the parent company.

Note 16

## Appropriation of Profit and Loss

EUR'000	2024	2023	2022
Recommended appropriation of Profit and Loss			
Retained earnings/accumulated loss	19,812	11,348	27,254
	<b>19,812</b>	<b>11,348</b>	<b>27,254</b>

Note 17

## Events After Reporting Period

### Delivery of M-Class vessel

On 31 January 2025, the Company took delivery of the sixth vessel in its fleet, Wind Maker, which was delivered at the Hanwha Ocean Shipyard in Korea. Additionally, on 23 January 2025, the Company drew down half of the M-Class Facility to pay the last instalment amounted to approximately EUR 212 million.

### Utilisation Request under P-Class Facility

On 17 March 2025, the Company requested the utilisation of EUR 211 million under the P-Class Facility to finance the final instalment for the second P-Class Vessel, which is expected to be delivered imminently.

### A-Class Facility signed

On 21 March 2025, Cadeler and two of its subsidiaries, Wind Ally Limited and Wind Ace Limited, entered into a Sinosure-backed Green Term Loan Facility of up to EUR 575 million (with a 12 year tenor) (the "A-Class Facility") with a group of banks led by DNB and supported by Credit Agricole, CIC, HSBC, KfW-IPEX, OCBC, Rabobank, Santander, Société Générale, Sparebank 1 SR-Bank and Standard Chartered Bank, to finance the purchase of the first two of the Cadeler Group's three A-Class Vessels. The terms of the A-Class Facility are substantially identical to those of the P-Class Facility and the M-Class Facility, except that the effectiveness of the A-Class Facility is contingent upon the receipt by the lenders thereunder of written confirmation from Sinosure, prior to May 31, 2025, that each of the insurance policies to be issued by Sinosure in connection with such facility are approved for issuance. Sinosure has issued a letter indicating its intention to obtain such approval and the Cadeler Group's management expects to receive the relevant written confirmation and to confirm the effectiveness of the A-Class Facility prior to May 31, 2025.



# Statement by Management

---

# Statement by Management

The Board of Directors and the Executive Board have today discussed and approved the annual report of Cadeler A/S for 2024.

The consolidated financial statements have been prepared in accordance with IFRS Accounting Standards as adopted by the EU and as issued by the International Accounting Standards Board ("IASB") and additional disclosure requirements in the Danish Financial Statements Act. The Parent Company financial statements are prepared in accordance with the Danish Financial Statements Act.

In our opinion, the consolidated financial statements and the parent company financial statements give a true and fair view of the financial position of the Group and the Parent Company at 31 December 2024 and of the results of their operations and the consolidated cash flows for the financial year 1 January – 31 December 2024.

In connection with digital filing under the ESEF regulation, in our opinion, the annual report for the financial year ended 31 December 2024, has been prepared in all material respects in compliance with the ESEF regulation.

The sustainability statement is prepared in accordance with the European Sustainability Reporting Standards ESRS as required by the Danish Financial Statements Act section 99a as well as article 8 in the EU Taxonomy regulation.

Further, in our opinion, the management's review gives a fair review of the development in the Group's and the Parent Company's activities and financial matters, results for the year, consolidated cash flows and financial position as well as a description of material risks and uncertainties that the Group and the Parent Company face.

We recommend that the annual report be approved at the annual general meeting.

Copenhagen, 25 March 2025

## Executive Management

Mikkel Gleerup  
CEO

Peter Brogaard Hansen  
CFO

## Board of Directors

Andreas Sohmen-Pao  
Emanuele Lauro  
Ditlev Wedell-Wedellsborg  
Andrea Abt  
James B. Nish  
Colette Cohen  
Thomas Thune Andersen





# Independent Auditor's Reports

---

# Independent Auditor's Reports

## Independent Auditor's report

To the shareholders of Cadeler A/S

### Report on the audit of the Consolidated Financial Statements and Parent Company Financial Statements

#### Opinion

We have audited the consolidated financial statements and the parent company financial statements of Cadeler A/S for the financial year 1 January – 31 December 2024, which comprise balance sheet, statement of changes in equity and notes, including material accounting policy information, for the Group and the Parent Company, a consolidated statement of profit and loss and other comprehensive income and a consolidated statement of cash flow for the Group, and a statement of profit and loss for the Parent Company. The consolidated financial statements are prepared in accordance with IFRS Accounting Standards as issued by the IASB and as adopted by the EU and additional requirements of the Danish Financial Statements Act, and the parent company financial statements are prepared in accordance with the Danish Financial Statements Act.

In our opinion, the consolidated financial statements give a true and fair view of the financial position of the Group at 31 December 2024 and of the results of the Group's operations and cash flows for the financial year 1 January – 31 December 2024 in accordance with IFRS Accounting Standards as issued by the IASB and as adopted by the EU and additional requirements of the Danish Financial Statements Act.

Further, in our opinion the parent company financial statements give a true and fair view of the financial position of the Parent Company at 31 December 2024 and of the results

of the Parent Company's operations for the financial year 1 January – 31 December 2024 in accordance with the Danish Financial Statements Act.

Our opinion is consistent with our long-form audit report to the Audit Committee and the Board of Directors.

#### Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (ISAs) and additional requirements applicable in Denmark. Our responsibilities under those standards and requirements are further described in the "Auditor's responsibilities for the audit of the consolidated financial statements and the parent company financial statements" (hereinafter collectively referred to as "the financial statements") section of our report. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### Independence

We are independent of the Group in accordance with the International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (IESBA Code) and the additional ethical requirements applicable in Denmark, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the IESBA Code.

To the best of our knowledge, we have not provided any prohibited non-audit services as described in article 5(1) of Regulation (EU) no. 537/2014.

# Independent Auditor's Reports

*Continued from previous page*

## Appointment of auditor

Cadeler A/S' shares were initially listed on Nasdaq Oslo in November 2020. Subsequent to the listing, we were appointed by resolution of the general meeting held on 29 April 2021 for the financial year 2021 and since the listing, we have been reappointed annually by resolution of the general meeting for a total consecutive period of 4 years up until the financial year 2024.

## Key audit matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements for the financial year 2024. These matters were addressed during our audit of the financial statements as a whole and in forming our opinion thereon. We do not provide a separate opinion on these matters. For each matter below, our description of how our audit addressed the matter is provided in that context.

We have fulfilled our responsibilities described in the "Auditor's responsibilities for the audit of the financial statements" section, including in relation to the key audit matters below. Accordingly, our audit included the design and performance of procedures to respond to our assessment of the risks of material misstatement of the financial statements. The results of our audit procedures, including the procedures performed to address the matters below, provide the basis for our audit opinion on the financial statements.

## Recognition of revenue from time charter and transportation and installation activities

As discussed in note 3 to the consolidated financial statements, the Company recognized EUR 227 million in revenue from time charter and transportation and installation activities for the year ended 31 December 2024. Evaluating the criteria for recognizing revenue from contracts required management judgment in identifying performance obligations.

Auditing the Company's revenue from time charter and transportation and installation activities is a key audit matter due to the complexity and efforts in assessing the services in the contracts and the judgement involved in determining whether the contracts contain one or more performance obligations.

## How we addressed the matter in our audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of the Company's internal controls over the revenue recognition process, including management's review controls over the contracts and related determination of the performance obligations.

Our audit procedures included, among others, inspection of customer contracts to understand the contracts. For a sample of customer agreements, we obtained and inspected the contract source documents and evaluated the Company's identification of distinct performance obligations and measurement methods against the principles in IFRS 15 Revenue from Contracts with Customers and IFRS 16 Leases.

We also evaluated the adequacy of the Company's disclosures included in Note 3 to the consolidated financial statements.

# Independent Auditor's Reports

*Continued from previous page*

## **Impairment testing of vessels and assets under construction**

As further discussed in note 13, the carrying amount of vessels and assets under construction was EUR 953 million and EUR 737 million, respectively.

Management evaluates annually for indicators of impairment for assets under construction. Further, management tests vessels for impairment annually by determining the fair value less costs of disposal, based on valuations prepared by independent shipbrokers, and value-in-use, using discounted cash flow models. This requires management's judgment and estimates, particularly regarding assumptions used for projected revenue and operating expenses in the budget and discount rates.

Auditing management's evaluation of impairment indicators and impairment tests was challenging and is a key audit matter due to the involvement of management's independent shipbrokers and auditor valuation experts, and the sensitivity of the estimated future cash flows to the key assumptions described above.

## **How we addressed the matter in our audit**

We obtained an understanding, evaluated the design and tested the operating effectiveness of the Company's internal controls over both the evaluation of impairment indicators for assets under construction and the annual impairment evaluation and testing process, including management's review over key assumptions applied.

Our audit procedures included, among others, obtaining an understanding of management's evaluation of impairment indicators where we inspected management's analysis of internal, external, and sector specific sources of information, which encompassed current signed contracts and the expected day rates for the assets under construction.

To test fair value less cost of disposal, we reviewed the work performed by the independent shipbrokers to assess their competence, capabilities and objectivity. We also assessed the appropriateness of the valuation methodology applied by the independent shipbrokers.

To audit value-in-use, our audit procedures included, among others, obtaining an understanding of the methodology used, and the key assumptions applied to estimate future cash flows, by inspecting financial budgets and business plans. To test the Company's value-in-use calculations, we involved a valuation specialist to assist in evaluating and testing the key assumptions used in the estimate, including projected revenue, operating expenses, and discount rates against company-specific and market data. We performed sensitivity analyses of significant assumptions to evaluate the change in the value-in-use of the vessels and assets under construction and assess the historical accuracy of management's estimates against actual performance.

We evaluated the adequacy of the Company's disclosures included in Note 13 to the consolidated financial statements.

# Independent Auditor's Reports

*Continued from previous page*

## Statement on the Management's review

Management is responsible for the Management's review.

Our opinion on the financial statements does not cover the Management's review, and we do not as part of our audit express any assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the Management's review and, in doing so, consider whether the Management's review is materially inconsistent with the financial statements, or our knowledge obtained during the audit, or otherwise appears to be materially misstated.

Moreover, it is our responsibility to consider whether the Management's review provides the information required by relevant law and regulations. This does not include the requirements in paragraph 99a related to the sustainability statement covered by the separate auditor's limited assurance report hereon.

Based on our procedures, we conclude that the Management's review is in accordance with the financial statements and has been prepared in accordance with the requirements of relevant law and regulations. We did not identify any material misstatement of the Management's review.

## Management's responsibilities for the financial statements

Management is responsible for the preparation of consolidated financial statements that give a true and fair view in accordance with IFRS Accounting Standards as adopted by the EU and additional requirements of the Danish Financial Statements Act and for the preparation of parent company financial statements that give a true and fair view in accordance with the Danish Financial Statements Act.

Moreover, Management is responsible for such internal control as Management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, Management is responsible for assessing the Group's and the Parent Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting in preparing the financial statements unless Management either intends to liquidate the Group or the Parent Company or to cease operations, or has no realistic alternative but to do so.

## Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs and additional requirements applicable in Denmark will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.



# Independent Auditor's Reports

*Continued from previous page*

As part of an audit conducted in accordance with ISAs and additional requirements applicable in Denmark, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- ▶ Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control.
- ▶ Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's and the Parent Company's internal control.
- ▶ Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by Management.
- ▶ Conclude on the appropriateness of Management's use of the going concern basis of accounting in preparing the financial statements and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's and the Parent Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future

events or conditions may cause the Group and the Parent Company to cease to continue as a going concern.

- ▶ Evaluate the overall presentation, structure and contents of the financial statements, including the note disclosures, and whether the financial statements represent the underlying transactions and events in a manner that gives a true and fair view.
- ▶ Plan and perform the group audit to obtain sufficient appropriate audit evidence regarding the financial information of the entities or business units within the group as a basis for forming an opinion on the group financial statements and the parent company financial statements. We are responsible for the direction, supervision and review of the audit work performed for purposes of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, actions taken to eliminate threats or safeguards applied.

# Independent Auditor's Reports

*Continued from previous page*

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the consolidated financial statements and the parent company financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter.

## Report on compliance with the ESEF Regulation

As part of our audit of the Consolidated Financial Statements and Parent Company Financial Statements of Cadeler A/S, we performed procedures to express an opinion on whether the annual report of Cadeler A/S for the financial year 1 January – 31 December 2024 with the file name cadeler-2024-12-31-en.zip is prepared, in all material respects, in compliance with the Commission Delegated Regulation (EU) 2019/815 on the European Single Electronic Format (ESEF Regulation) which includes requirements related to the preparation of the annual report in XHTML format and iXBRL tagging of the Consolidated Financial Statements including notes.

Management is responsible for preparing an annual report that complies with the ESEF Regulation. This responsibility includes:

- ▶ The preparing of the annual report in XHTML format;
- ▶ The selection and application of appropriate iXBRL tags, including extensions to the ESEF taxonomy and the anchoring thereof to elements in the taxonomy, for all financial information required to be tagged using judgement where necessary;
- ▶ Ensuring consistency between iXBRL tagged data and the Consolidated Financial Statements presented in human readable format; and
- ▶ For such internal control as Management determines necessary to enable the preparation of an annual report that is compliant with the ESEF Regulation.

Our responsibility is to obtain reasonable assurance on whether the annual report is prepared, in all material respects, in compliance with the ESEF Regulation based on the evidence we have obtained, and to issue a report that includes our opinion. The nature, timing and extent of procedures selected depend on the auditor's judgement, including the assessment of the risks of material departures from the requirements set out in the ESEF Regulation, whether due to fraud or error. The procedures include:

- ▶ Testing whether the annual report is prepared in XHTML format;
- ▶ Obtaining an understanding of the company's iXBRL tagging process and of internal control over the tagging process;
- ▶ Evaluating the completeness of the iXBRL tagging of the Consolidated Financial Statements including notes;
- ▶ Evaluating the appropriateness of the company's use of iXBRL elements selected from the ESEF taxonomy and the creation of extension elements where no suitable element in the ESEF taxonomy has been identified;
- ▶ Evaluating the use of anchoring of extension elements to elements in the ESEF taxonomy; and
- ▶ Reconciling the iXBRL tagged data with the audited Consolidated Financial Statements.

# Independent Auditor's Reports

*Continued from previous page*

In our opinion, the annual report of Cadeler A/S for the financial year 1 January – 31 December 2024 with the file name cadeler-2024-12-31-en.zip is prepared, in all material respects, in compliance with the ESEF Regulation.

Copenhagen, 25 March 2025  
EY Godkendt Revisionspartnerselskab  
CVR no. 30 70 02 28

Mikkel Sthyr  
State Authorised  
Public Accountant  
mne26693

Christian Schwenn Johansen  
State Authorised  
Public Accountant  
mne33234

# Independent Auditor's Reports

*Continued from previous page*

## Independent auditor's Limited Assurance Report on Sustainability Statements

### To the shareholders of Cadeler A/S

#### Limited assurance conclusion

We have conducted a limited assurance engagement on the sustainability statement of Cadeler A/S (the group) included in the Sustainability Statements of the Annual Report (the sustainability statement), page 40 – 137, for the financial year 1 January – 31 December 2024 including disclosures incorporated by reference listed on page 130.

Based on the procedures we have performed and the evidence we have obtained, nothing has come to our attention that causes us to believe that the sustainability statement is not prepared, in all material respects, in accordance with the Danish Financial Statements Act paragraph 99 a, including:

- ▶ compliance with the European Sustainability Reporting Standards (ESRS), including that the process carried out by the management to identify the information reported in the sustainability statement (the process) is in accordance with the description set out in chapter ESRS 2 – General Disclosures, pages 45-65; and

- ▶ compliance of the disclosures in chapter EU Taxonomy within the environmental section, pages 84-91 of the sustainability statement with Article 8 of EU Regulation 2020/852 (the Taxonomy Regulation).

#### Basis for conclusion

We conducted our limited assurance engagement in accordance with International Standard on Assurance Engagements (ISAE) 3000 (Revised), Assurance engagements

other than audits or reviews of historical financial information (ISAE 3000 (Revised)) and the additional requirements applicable in Denmark.

The procedures in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement. Consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our conclusion. Our responsibilities under this standard are further described in the Auditor's responsibilities for the assurance engagement section of our report.

#### Our independence and quality management

We are independent of the group in accordance with the International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (IESBA Code) and the additional ethical requirements applicable in Denmark. We have also fulfilled our other ethical responsibilities in accordance with these requirements and the IESBA Code.

EY Godkendt Revisionspartnerselskab applies International Standard on Quality Management 1, which requires the firm to design, implement and operate a system of quality management including policies or procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

# Independent Auditor's Reports

*Continued from previous page*

## Other matter

The comparative information included in the Sustainability Statement of the group for the financial year 1 January – 31 December 2023 was not subject to an assurance engagement. Our conclusion is not modified in respect of this matter.

## Inherent limitations in preparing the sustainability statement

In reporting forward-looking information in accordance with ESRS, management is required to prepare the forward-looking information on the basis of disclosed assumptions about events that may occur in the future and possible future actions by the group. Actual outcomes are likely to be different since anticipated events frequently do not occur as expected.

## Management's responsibilities for the sustainability statement

Management is responsible for designing and implementing a process to identify the information reported in the sustainability statement in accordance with the ESRS and for disclosing this Process in chapter ESRS 2 – General Disclosures, pages 45-65 of the sustainability statement. This responsibility includes:

- ▶ understanding the context in which the group's activities and business relationships take place and developing an understanding of its affected stakeholders;
- ▶ the identification of the actual and potential impacts (both negative and positive) related to sustainability matters, as well as risks and opportunities that affect, or could reasonably be expected to affect, the group's financial position, financial performance, cash flows, access to finance or cost of capital over the short-, medium-, or long-term;

- ▶ the assessment of the materiality of the identified impacts, risks and opportunities related to sustainability matters by selecting and applying appropriate thresholds; and
- ▶ making assumptions that are reasonable in the circumstances.

Management is further responsible for the preparation of the sustainability statement, in accordance with the Danish Financial Statements Act paragraph 99a, including:

- ▶ compliance with the ESRS;
- ▶ preparing the disclosures in chapter EU Taxonomy within the environmental section, pages 84-90 of the sustainability statement, in compliance with Article 8 of the Taxonomy Regulation;
- ▶ designing, implementing and maintaining such internal control that management determines is necessary to enable the preparation of the sustainability statement that is free from material misstatement, whether due to fraud or error; and
- ▶ the selection and application of appropriate sustainability reporting methods and making assumptions and estimates that are reasonable in the circumstances.

# Independent Auditor's Reports

Continued from previous page

## Auditor's responsibilities for the assurance engagement

Our objectives are to plan and perform the assurance engagement to obtain limited assurance about whether the sustainability statement is free from material misstatement, whether due to fraud or error, and to issue a limited assurance report that includes our conclusion. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence decisions of users taken on the basis of the sustainability statement as a whole.

As part of a limited assurance engagement in accordance with ISAE 3000 (Revised) we exercise professional judgement and maintain professional scepticism throughout the engagement.

Our responsibilities in respect of the process include:

- ▶ Obtaining an understanding of the process but not for the purpose of providing a conclusion on the effectiveness of the process, including the outcome of the process;
- ▶ Considering whether the information identified addresses the applicable disclosure requirements of the ESRS, and
- ▶ Designing and performing procedures to evaluate whether the process is consistent with the group's description of its process, as disclosed in chapter ESRS 2 – General Disclosures, pages 45-65.

Our other responsibilities in respect of the sustainability statement include:

- ▶ Identifying disclosures where material misstatements are likely to arise, whether due to fraud or error; and

- ▶ Designing and performing procedures responsive to disclosures in the sustainability statement where material misstatements are likely to arise. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

## Summary of the work performed

A limited assurance engagement involves performing procedures to obtain evidence about the sustainability statement.

The nature, timing and extent of procedures selected depend on professional judgement, including the identification of disclosures where material misstatements are likely to arise, whether due to fraud or error, in the sustainability statement.

In conducting our limited assurance engagement, with respect to the process, we:

- ▶ Obtained an understanding of the process by performing inquiries to understand the sources of the information used by management; and reviewing the group's internal documentation of its process; and
- ▶ Evaluated whether the evidence obtained from our procedures about the Process implemented by the group's was consistent with the description of the Process set out in chapter ESRS 2 – General Disclosures, pages 45-65.

In conducting our limited assurance engagement, with respect to the sustainability statement, we:

# Independent Auditor's Reports

*Continued from previous page*

► Obtained an understanding of the group's reporting processes relevant to the preparation of its sustainability statement including the consolidation processes by obtaining an understanding of the group's control environment, processes and information systems relevant to the preparation of the Sustainability Statement but not evaluating the design of particular control activities, obtaining evidence about their implementation or testing their operating effectiveness;

► Evaluated whether material information identified by the process is included in the sustainability statement;

► Evaluated whether the structure and the presentation of the sustainability statement are in accordance with the ESRS;

► Performed inquiries of relevant personnel and analytical procedures on selected information in the sustainability statement;

► Performed substantive assurance procedures on selected information in the sustainability statement;

► Evaluated methods, assumptions and data for developing material estimates and forward-looking information and how these methods were applied;

► Obtained an understanding of the process to identify the EU taxonomy economic activities for turnover, CAPEX and OPEX and the corresponding disclosures in the sustainability statements;

► Evaluated the presentation and use of EU taxonomy templates in accordance with relevant requirements;

► Reconciled and ensured consistency between the reported EU taxonomy economic activities and the items reported in the primary financial statements including the disclosures provided in related notes.

Copenhagen, 25 March 2025  
EY Godkendt Revisionspartnerselskab  
CVR no. 30 70 02 28

Mikkel Sthyr  
State Authorised  
Public Accountant  
mne26693

Christian Schwenn Johansen  
State Authorised  
Public Accountant  
mne33234

# Forward-looking Statements





## Forward-Looking Statements

The annual report contains certain forward-looking statements relating to the business, financial performance and results of the Company and/or the industry in which it operates.

Forward-looking statements concern future circumstances and results and other statements that are not historical facts, sometimes identified by the words "believes", "expects", "predicts", "in-tends", "projects", "plans", "estimates", "aims", "foresees", "anticipates", "targets", and similar ex-pressions. The forward-looking statements contained in the annual report, including assumptions, opinions and views of the Company or cited from third party sources are solely opinions and fore-casts which are subject to risks, uncertainties and other factors that may cause actual events to differ materially from any anticipated development. Such factors may for example include a change in the price of raw materials.

None of the Company or any of its parent or subsidiaries undertakings or any such person's officers or employees provides any assurance that the assumptions underlying such forward-looking statements are free from errors nor does any of them accept any responsibility for the future accuracy of the opinions expressed in the annual report or the actual occurrence of the forecasted developments.

The Company assumes no obligation, except as required by law, to update any forward-looking statements or to conform these forward-looking statements to its actual results.

The annual report contains information obtained from third parties. You are advised that such third-party information has not been prepared specifically for inclusion in the annual report and the Company has not undertaken any independent investigation to confirm the accuracy or completeness of such information.

Several other factors could cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements that may be ex-pressed or implied by statements and information in the annual report.

Should any risks or uncertainties materialise, or should underlying assumptions prove incorrect, actual results may vary materially from those described in the annual report.

No representation or warranty (express or implied) is made as to, and no reliance should be placed on, any information, including projections, estimates, targets and opinions, contained herein, and no liability whatsoever is accepted as to any errors, omissions or misstatements contained herein, and, accordingly, neither the Company nor any of its subsidiaries or shareholders or any officers, directors, board members or employees accept any liability whatsoever arising directly or indirectly from the use of the annual report.

# Alternative Performance Measures

---

# Alternative Performance Measures

Group

## Non-IFRS Financial Measures

To supplement its financial information presented in accordance with IFRS, the Group uses certain non-IFRS measures, including EBITDA, when measuring performance, including when measuring current period results of operations against prior periods. Because of its non-standardised definition, these non-IFRS measures (unlike IFRS measures) may not be comparable to the calculation of similar measures of other companies. These supplemental non-IFRS measures are presented solely to permit investors to more fully understand how the Group Management assesses underlying performance.

These supplemental non-IFRS measures are not, and should not, be viewed as a substitute for IFRS measures. Management believes the presentation of these non-IFRS measures provides investors with greater transparency and supplemental data relating to the Group's financial condition and results of operations, and therefore a more complete understanding of factors affecting its business and operating performance. In addition, Management believes the presentation of these non-IFRS measures is useful to investors for period-to-period comparison of results as the items may reflect certain unique and/or non-operating items such as asset sales, write-offs, contract termination costs or items outside of Management's control.

As a performance measure, the Company uses EBITDA: Earnings before interest, tax, depreciation, amortisation and foreign exchange gains/losses.

EBITDA is calculated as shown below:

EUR'000	Note	2024	2023	2022
Operating profit as reported in the statement of profit and loss		69,444	14,443	41,191
Right-of-use asset amortisation	14	1,544	334	-
Depreciation and amortisation	12, 13	54,909	22,714	22,684
Impairment of property, plant and equipment		-	5,000	-
<b>EBITDA</b>		<b>125,897</b>	<b>42,491</b>	<b>63,875</b>
Transactional costs		-	7,707	-
<b>Adjusted EBITDA</b>		<b>125,897</b>	<b>50,198</b>	<b>63,875</b>

The Company defines adjusted EBITDA as EBITDA net of transactional costs. Transactional costs comprise significant unusual and/or infrequently occurring items that are not attributable to Cadeler's normal operations.

As of 31 December 2023, transactional costs include all costs related to the business combination with Eneti closed on 19 December 2023, such as advisory, legal and consulting fees.

# Alternative Performance Measures

Continued from previous page

## Financial ratios and operational metrics

<b>Return on assets</b>	<u>Profit/loss from operating activities</u> Average assets	<b>Contract backlog (As of report release date)</b>	The total value of all customer contracts, both firm and options, that are not yet recognised as revenue as of the reporting date, but includes all new contracts signed until the release date of the annual or interim report. Firm days are counted at full committed amounts. Contract backlog in 2024 assumes 100% of counterparty options are exercised with 50% classified as non-contingent and the remaining 50% as contingent. The definition also includes any contracts where revenue recognition has started but not yet completed as of the reporting date. Contract backlog excludes vessel reservation agreements.
<b>Return on equity</b>	<u>Profit/loss for the year</u> Average equity		
<b>Equity ratio</b>	<u>Equity, year-end</u> Total equity and liabilities, year-end		
<b>Contracted days</b>	Number of on hire days in the fiscal year (in total for all vessels)		
<b>Utilisation</b>	<u>Contracted days</u> Days in the year (365*all vessels)		

# Alternative Performance Measures

Continued from previous page

## Non-financial definitions

**Vessel reservation agreements (VRA)** A time-limited agreement with a third party to secure the availability of one or more of Cadeler's vessels for a fixed period in the future, pending the negotiation of full contractual terms. Cadeler is generally entitled to receive a fee in the event that a VRA is cancelled or permitted to expire without full contractual terms having been entered into with the relevant counterpart.

**Final Investment Decision (FID)** Where a project remains subject to counterparty FID, the relevant counterpart has not yet publicly announced its final decision to commit to the development and operation of the project.

**Net financials** Net of finance income and finance costs



**Cadeler**  
Kalvebod Brygge 43  
DK-1560 Copenhagen V  
Denmark

+45 3246 3100

[www.cadeler.com](http://www.cadeler.com)

---

# Remuneration Report 2024

For the year ending 31 December 2024

Cadeler A/S, Incorporated in Denmark. Registration Number (CVR no.): 3118 0503  
Kølvædbod Brygge 43, DK-1560 Copenhagen V, Denmark



Contents

Introduction ..... 4  
Board of Directors ..... 5  
Executive Management ..... 7  
Overview ..... 11





## Remuneration Report

This remuneration report (the "Report") provides an overview of the total remuneration received by each member of the Board of Directors (the "Board"), and the Executive Management (the "Executive Management") of Cadeler A/S (the "Company") during the financial year ending 31 December 2024. The Executive Management means the members of the executive management of the Company registered as such with the Danish Business Authority. Currently the Executive Management consists of Mikkel Gleerup and Peter Brogaard Hansen.

The remuneration of the Board and Executive Management has been provided in accordance with the remuneration policy of the Company adopted by the Extraordinary General Meeting on 23 April 2024 and available on the Company's website, [cadeler.com](https://www.cadeler.com), (the "Remuneration Policy"). The overall objective of the remuneration policy is to attract, motivate and retain qualified members of the Board and the Executive Management as the Company's future development and success is dependent on management performance. The remuneration of the Board and the Executive Management is designed to support the strategic goals of the Company and to promote value creation for the benefit of the shareholders of the Company.

This Report has been prepared in accordance with section 139b of the Danish Companies Act (the "DCA"), section 4.2.3 in the Recommendations on Corporate Governance ("Recommendations") issued by the Danish Corporate Governance Committee and the draft European Commission Guidelines on the standardised presentation of the remuneration report under Directive 2007/36/EC, as amended by Directive (EU) 2017/828 with regards to the encouragement of long-term shareholder engagement (the "Guidelines").

The remuneration of the Board and Executive Management for the financial year ending 31 December 2024 complies with the framework provided by the Remuneration Policy. There has been no deviation or derogation from the framework provided by the Remuneration Policy.

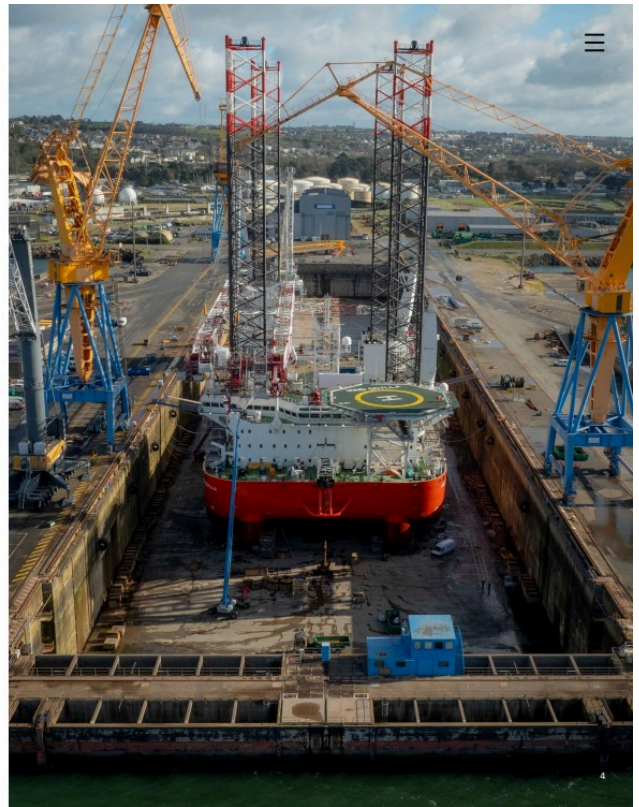
The information included in this Report has been derived from the audited annual report of the Company for the financial year ending 31 December 2024 available on the Company's website, [cadeler.com](https://www.cadeler.com). All amounts are gross and quoted in EUR.



## Introduction

The remuneration of the Board for 2024 was in compliance with the Remuneration Policy, which stipulates that the Board may receive a fixed annual fee with the fee being pro-rated according to the date of the board member's election to the Board, and that the Board does not receive any incentive or share-based remuneration. The remuneration of the Executive Management was in compliance with the Remuneration Policy, with the receipt of cash bonus and share based incentives was based on performance criteria.

The remuneration of the Board and the Executive Management is designed to support the Company's development by ensuring that members of the Executive Management are incentivised to achieve both financial and operational goals while supporting the long-term sustainability and development of the Company.



## Board of Directors

According to the Company's Remuneration Policy, members of the Board receive a fixed annual base fee approved by the Annual General Meeting. This annual base fee is determined in line with the market practice of comparable listed companies, taking into account the required competencies, effort and scope of work of the members of the Board.

The Chairman may receive an additional fixed fee of up to three times the fixed annual base fee for his/her extended duties. Ordinary members of the Audit Committee, Remuneration Committee and Nomination Committee may receive a supplementary fee of up to 50% of the fixed annual base fee, and the Chairman of the Audit Committee, Remuneration Committee and Nomination Committee may receive a supplementary fee of up to 100% of the fixed annual base fee.

No member of the Board is entitled to receive any share-based incentive, other variable remuneration or pension contribution.

The following fees were approved at the General Meeting on 23 April 2024:

	Board	Audit Committee	Nomination Committee	Remuneration Committee
Member	EUR 86,455 (base fee)	EUR 9,606	EUR 2,401	EUR 9,606
Chairman	EUR 172,911 (base fee + board chair fee) (waived)	EUR 19,212	EUR 2,401	EUR 9,606
Vice chairman	EUR 129,683 (base fee + vice chair fee) (waived)	-	-	-

Table 1 – Remuneration of Board for 2024

Name	Annual fee	Committee fees	Travel allowance	Benefits	Extraordinary items	Total remuneration
Andreas Sohmen-Pao, Chairman of the Board of Directors Chairman of the Remuneration Committee	-	-	-	-	-	-
Emanuele Lauro, Vice Chairman of the Board of Directors	-	-	-	-	-	-
Jesper Lok, Board member Chairman of the Remuneration Committee	15,711	3,143	-	-	-	18,853
Ditlev Wedell-Wedellsborg, Board member Member of the Remuneration Committee	73,293	9,528	-	-	-	82,821
Andrea Abt, Board member Member of the Audit Committee	73,293	7,957	-	-	-	81,250
James Nish, Board member Chairman of the Audit Committee	66,565	14,565	-	-	-	81,130
Colette Cohen, Board member	57,531	-	-	-	-	57,531
Thomas Thune Andersen, Board member	12,253	-	-	-	-	12,253
<b>Total</b>			-	-	-	<b>333,838</b>

Andreas Sohmen-Pao is employed by BW Group and has not received remuneration as a Cadeler board member in 2024.

Emanuele Lauro who entered the Board as Vice Chairman with effect from 23 April 2024, is employed by Scorpio Holdings Limited, and has not received remuneration as a Cadeler Board member in 2024. James Nish entered the Board with effect from 20 February 2024.

Colette Cohen entered the Board with effect from 23 April 2024.

Thomas Thune Andersen entered the Board with effect from 11 November 2024.

Jesper Lok stepped down from the Board with effect from 23 April 2024.

## Executive Management

Members of the Executive Management are entitled to annual remuneration in accordance with the Remuneration Policy, which may consist of the following fixed and variable remuneration components:

- (a) Annual fixed salary
- (b) Employment Benefits
- (c) Pension contribution
- (d) Short-term and/or long-term incentive remuneration consisting of an annual performance-based bonus in cash, shares, other share-based incentives, such as stock options, restricted share units, warrants and phantom shares
- (e) Employee retention incentives in the form of cash or share-based incentives, and
- (f) Termination and severance payments.

The choice of these components is intended to permit a well-balanced remuneration package reflecting (i) the individual performance and responsibility of the members of the Executive Management in relation to established goals and targets, both in the short and the longer term, and (ii) the Company's overall performance.

In accordance with the Remuneration Policy, any performance-based bonus awarded to members of the Executive Management be subject to performance criteria determined by the Board. The performance criteria may include both financial and non-financial targets related to the Company's strategy and key performance indicators, which may include, but are not limited to, the Company's health and safety record, revenue and EBITDA and the successful completion of projects, whether individually or collectively.

The composition of the remuneration of each individual member of the executive management is determined with a view to contributing to the Company's ability to attract and retain competent key employees while, at the same time, ensuring that the Executive Management has an incentive to create added value for the benefit of the Company's shareholders through variable remuneration.

Table 2 - Remuneration for the Executive Management for 2024

Name	Fixed remuneration			Variable remuneration		Total remuneration	Fixed/total	Variable/total
	Base salary	Benefits	Pension	Cash bonus	Relocation bonus			
Mikkel Gleerup, CEO	592,251	17,703	59,225	592,251	166,971	1,428,401	47%	53%
Peter Brogaard Hansen, CFO	362,110	23,766	36,211	271,311	166,971	860,369	49%	51%
<b>Total</b>	<b>954,361</b>	<b>41,470</b>	<b>95,436</b>	<b>863,562</b>	<b>333,942</b>	<b>2,288,770</b>		

#### Fixed Remuneration

The annual fixed base salary and benefits are intended to attract and retain competent key employees with a view to contributing to the Company's ability to obtain its short- and long-term targets. Members of the Executive Management are entitled to receive a pension contribution of up to 10% of the fixed base salary.

#### Variable Remuneration

Members of the Executive Management may in accordance with the Remuneration Policy be eligible to receive an annual performance-based bonus in cash, shares as well as other share-based incentives, such as stock options, restricted share units, warrants and phantom shares. The performance criteria shall be determined by the Board and may include both financial and non-financial targets related to the Company's strategy and key performance indicators, which may include, but are not limited to, the Company's health and safety record, revenue and EBITDA and the successful completion of projects, whether individually or collectively. The performance bonus shall be subject to the level of achievement of performance targets to be defined and set annually by the Board of Directors and comprising one or more financial years in the reference period.

The maximum annual value of a cash bonus and a share-based incentive grant, respectively, may not exceed 200% of the fixed annual salary at the time of grant. Where a performance bonus is to be paid in shares or other share-based incentives, the entitlement to shares shall be subject to a vesting period of at least 12 months and requirement of continuous service during the vesting period. Vesting may be subject to fulfilment of certain pre-defined criteria if determined by the Board of Directors.

#### Incentive Schemes

In December 2021, a new remuneration scheme was agreed with effect from January 2022, replacing the existing share-based incentive schemes for members of the Executive Management.

- (i) In January 2022, the CEO was granted 55,430 Restricted Share Units which vested July 2024.
- (ii) In January 2022, the CEO was granted 55,430 Options over Cadeler shares which vested in May 2024 and expire in April 2027. The strike price will range from NOK 36.02 to NOK 38.42 depending on the exercise period.
- (iii) In May 2022, the CEO was granted 221,719 and the CFO was granted 67,440 options over Cadeler shares, which will vest in May 2025 and expire in May 2028. The strike price will initially be NOK 40.24 and the grant is conditional upon continued employment with Cadeler.

- (iv) In January 2023, the CEO was granted 130,416 and the CFO was granted 59,280 Restricted Share Units, which will vest in July 2025 and are conditional upon continued employment with Cadeler.
- (v) In August 2023, the CEO and the CFO were granted 385,320 and 237,120 options over Cadeler shares respectively, which will vest in August 2026 and expire in August 2029. The strike price will initially be NOK 45.49 and the grant is conditional upon continued employment with Cadeler.
- (vi) In May 2024, the CEO and the CFO were granted 122,825 and 70,186 Restricted Share Units respectively, which will vest in May 2027 and the grant is conditional upon continued employment with Cadeler.
- (vii) In May 2024, the CEO and the CFO were granted 245,651 and 140,372 options over Cadeler shares respectively, which will vest in May 2027 and expire in May 2030. The strike price will initially be NOK 74.32 and the grant is conditional upon continued employment with Cadeler.

#### *Extraordinary awards*

Members of the Board and Executive Management may under the remuneration policy be offered extraordinary awards in the form of a one-off bonus or other extraordinary variable remuneration. The value of such extraordinary award may not exceed 100% of the fixed annual salary.

In 2024, an extraordinary relocation and establishment bonus has been granted to the Executive Management in connection with their relocation abroad and is conditional upon continued employment with Cadeler until 31 December 2025.

**Termination and Severance Payments**

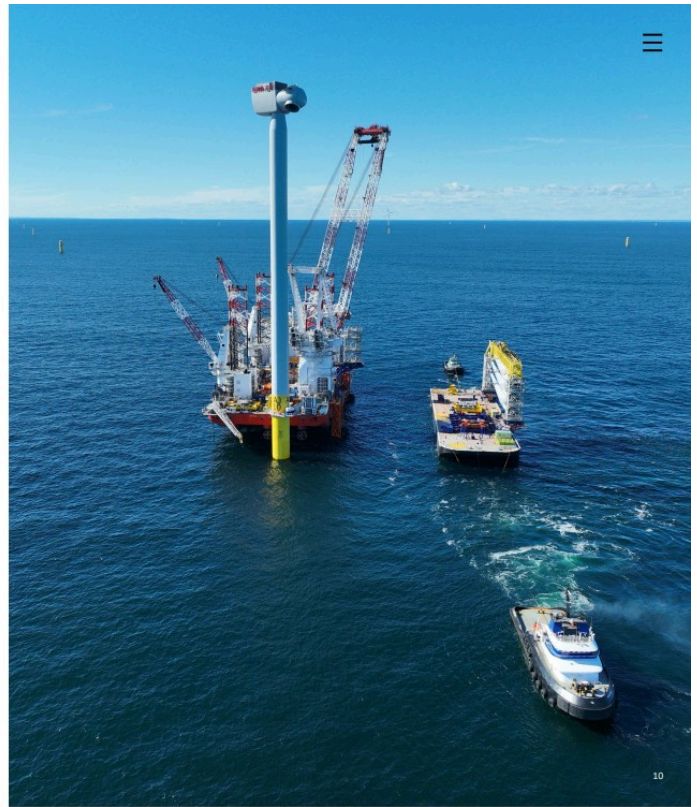
According to the Company's Remuneration Policy, the members of the Executive Management are employed on individual contracts that are generally entered into for an indefinite term with a mutual right of termination. The notice period may be up to 6 months for the member of the Executive Management and up to 12 months for the Company. In case of termination, members of the Executive Management may be entitled to a severance payment of up to 12 months' total remuneration.

**Non-Monetary Benefits**

Members of the Executive Management are offered customary employee benefits such as telephone, computer and internet, as well as other benefits, including company car as approved by the Board. The value of such benefits may not exceed 50% of the fixed annual salary.

**Claw-Back**

The Company has the option of reclaiming, in full or in part, granted incentive remuneration in certain situations, including where incentive remuneration was awarded or paid out on the basis of information which subsequently proved to be incorrect. During the financial year ending 31 December 2024, no incentive remuneration was reclaimed.





## Overview

The development in the remuneration of the Board and Executive Management over the past five financial years is summarised in the table below.

The result for the Group in 2024 was a profit of EUR 65,069 thousand compared to a profit of EUR 11,498 thousand in 2023, EUR 35,541 thousand in 2022, EUR 7,451 thousand in 2021, and EUR 27,032 thousand in 2020.

Average employee compensation per full time equivalents for onshore employees for the Group in 2024 was EUR 137 thousand compared to EUR 173 thousand in 2023, EUR 141 thousand in 2022, EUR 131 thousand in 2021, and EUR 117 thousand in 2020.

Table 3 - Comparison of remuneration over the past five financial years

Name	2024	2023	2022	2021	2020	2024 vs. 2023	2023 vs. 2022	2022 vs. 2021	2021 vs. 2020
Mikkel Gleerup, CEO	1,761,430	1,450,449	839,372	708,484	743,191	310,981	611,077	130,888	(34,707)
Peter Brogaard, CFO	1,193,398	608,666	261,243	-	-	584,732	347,423	261,243	-
Mark Konrad, Former CFO	-	-	100,648	277,762	30,988	-	(100,648)	(177,114)	246,774
Andreas Sohmen-Pao	-	-	-	-	-	-	-	-	-
Andreas Beroutsos	-	-	-	-	6,667	-	-	-	(6,667)
David Cogman	-	-	-	-	-	-	-	-	-
Connie Hedegaard	-	26,185	60,000	60,000	10,000	(26,185)	(33,815)	-	50,000
Jesper Lok	18,853	60,000	60,000	60,000	10,000	(41,147)	-	-	50,000
Ditlev Wedell-Wedellsborg	82,821	60,000	60,000	60,000	10,000	22,821	-	-	50,000
Andrea Abt	81,250	36,643	-	-	-	44,607	36,643	-	-
Jaime Nish	81,130	-	-	-	-	81,130	-	-	-
Colette Cohen	57,531	-	-	-	-	57,531	-	-	-
Thomas Thune Andersen	12,253	-	-	-	-	12,253	-	-	-

**CADELER**

**Cadeler**

Kalvebod Brygge 43  
DK-1560 Copenhagen V  
Denmark

+45 3246 3100

[www.cadeler.com](http://www.cadeler.com)



**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the Registration Statement (Form F-3 No. 333-283947) of Cadeler A/S and in the related Prospectus of our reports dated March 25, 2025, with respect to the consolidated financial statements of Cadeler A/S, and the effectiveness of internal control over financial reporting of Cadeler A/S, included in this Annual Report (Form 20-F) for the year ended December 31, 2024.

/s/ EY Godkendt Revisionspartnerselskab

Copenhagen, Denmark

March 25, 2025

---