

## **GUARANTEE**

**(No. *selvskyldnerkausjon*)**

made by

**CHIP BIDCO AS  
CEGAL GROUP AS  
CEGAL AS  
CEGAL SVERIGE AB  
CEGAL HOLDING AB**  
as Guarantors

in favour of

**NORDIC TRUSTEE AS**  
as Security Agent

\_\_\_ February 2024

**TABLE OF CONTENTS**

1 DEFINITIONS AND INTERPRETATIONS ..... 3

2 GUARANTEE..... 5

3 REPRESENTATIONS AND WARRANTIES..... 6

4 DEFERRAL OF GUARANTORS' RIGHTS..... 6

5 CONTINUING GUARANTEE AND OTHER MATTERS..... 7

6 FURTHER ASSURANCE..... 8

7 APPLICATION OF PROCEEDS ..... 8

8 ASSIGNMENT..... 8

9 INDEMNITY..... 9

10 ADDITIONAL GUARANTORS ..... 9

11 RESIGNATION OF GUARANTORS ..... 9

12 RELEASE OF GUARANTEE..... 10

13 MISCELLANEOUS PROVISIONS..... 10

14 GOVERNING LAW AND JURISDICTION..... 11

**SCHEDULE:**

SCHEDULE 1: THE GUARANTORS ..... 12

SCHEDULE 2: FORM OF ACCESSION LETTER ..... 13

SCHEDULE 3: FORM OF RESIGNATION LETTER..... 14

**THIS GUARANTEE** (the "**Guarantee**") is dated \_\_\_ February 2024 and made by:

(1) **THE COMPANIES** listed in Schedule 1 (*The Guarantors*) as guarantors (the "**Original Guarantors**"),

in favour of:

(2) **NORDIC TRUSTEE AS**, a company incorporated under the laws of Norway with company registration number 963 342 624, having its registered address at Kronprinsesse Märthas plass 1, 0160 Oslo, Norway, as security agent (the "**Security Agent**") on behalf of the Secured Parties (as defined in the Intercreditor Agreement (as defined below)).

**WHEREAS:**

(A) Pursuant to certain bond terms dated 22 February 2024 (as amended, restated, modified or supplemented from time to time, the "**Bond Terms**") and made between Chip Bidco AS as issuer (the "**Issuer**") and the Security Agent as bond trustee for the Bondholders (as defined in the Bond Terms), the Issuer has issued bonds (with ISIN NO0013150276) in an amount of up to NOK 2,250,000,000 (the "**Bonds**"), subject to the terms and conditions of the Bond Terms.

(B) On or about the date hereof, an intercreditor agreement (the "**Intercreditor Agreement**") was entered into between, among others, the Issuer as Company, the Original Debtors, the RCF Agent and the Security Agent (each as defined therein).

(C) It is a condition under the Debt Documents that each of the Guarantors executes and delivers an irrevocable and unconditional guarantee and indemnity in favour of the Security Agent.

(D) The Security Agent shall hold the guarantee and indemnity created hereunder for the benefit of itself and the Secured Parties pursuant to the terms and conditions of the Intercreditor Agreement.

**IT IS DECLARED** as follows:

**1 DEFINITIONS AND INTERPRETATIONS**

**1.1 Definitions**

In this Guarantee:

"**Accession Letter**" means a document substantially in the form set out in Schedule 2 (*Form of Accession Letter*).

"**Companies Act**" means the Norwegian Private Limited Liability Companies Act of 13 June 1997 no. 44 (No. *aksjeloven*).

"**Debt Documents**" shall have the meaning given to that term in the Intercreditor Agreement.

"**Debtor**" shall have the meaning given to that term in the Intercreditor Agreement.

"**Event of Default**" shall have the meaning given to that term in the Intercreditor Agreement.

"**FA Act**" means the Norwegian Financial Agreements Act of 18 December 2020 no. 146 (No. *finansavtaleloven*).

**"Guarantors"** means an Original Guarantor and an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 11 (*Resignation of Guarantors*).

**"Resignation Letter"** means a document substantially in the form set out in Schedule 3 (*Form of Resignation Letter*).

**"Secured Parties"** shall have the meaning given to that term in the Intercreditor Agreement.

**"Guaranteed Obligations"** means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

**"Guarantee Period"** means the period beginning on the date of this Guarantee and ending on the date upon which all the Guaranteed Obligations have been unconditionally and irrevocably paid and discharged in full.

## **1.2 Other defined terms**

Capitalised terms not otherwise defined in this Guarantee shall have the meaning given to them in the Intercreditor Agreement.

## **1.3 Construction**

- a) Terms that are not capitalised but subject to a certain construction pursuant to clause 1.2 (*Construction*) of the Intercreditor Agreement, shall have the same meaning in this Guarantee unless a contrary indication appears.
- b) In this Guarantee, a reference to a Clause or a Schedule is a reference to a clause of, or a schedule to, this Guarantee, except as otherwise indicated in this Guarantee.

## **1.4 Conflict**

This Guarantee is entered into subject to the terms of the Intercreditor Agreement. In the event of a conflict between the terms of this Guarantee and the Intercreditor Agreement, then, to the extent the validity and enforceability of this Guarantee and the Secured Parties' rights hereto would not be negatively affected, the terms of the Intercreditor Agreement shall prevail.

## **1.5 Disapplication of the FA Act**

The Security Agent and each Guarantor acknowledge and agree that, to the extent permitted by law, any provisions of the FA Act and any related regulations which are not mandatory, including (without limitation) sections 3-36 and 6-1 to 6-13, shall not apply to this Agreement or any other Debt Document or to the relationship between the Security Agent and the Guarantors.

## **1.6 Third party rights**

Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement may not enforce or enjoy the benefit of any of its terms under the United Kingdom's Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement. Notwithstanding any term of this

Agreement, the consent of any person who is not a party to this Agreement is not required for any variation (including any release or compromise of any liability) or termination of this Agreement.

## **2 GUARANTEE**

### **2.1 Guarantee (No. *selvskyldnerkausjon*) and indemnity**

Each Guarantor hereby, jointly and severally, irrevocably and unconditionally:

- a) guarantees to the Security Agent (on behalf, and for the benefit, of the Secured Parties), as independent primary obligor (No. *selvskyldner*), the payment, discharge and punctual performance of the Guaranteed Obligations until the expiry of the Guarantee Period;
- b) undertakes with the Security Agent (on behalf, and for the benefit, of the Secured Parties) that it shall, when due under or in connection with any Debt Document, promptly upon demand pay any amount owed in connection with the Guaranteed Obligations as if it was the primary obligor; and
- c) undertakes with the Security Agent (on behalf, and for the benefit, of the Secured Parties) that it shall, if any of the Guaranteed Obligations is or becomes unenforceable, invalid or illegal, promptly upon demand indemnify the Security Agent (on behalf, and for the benefit, of the Secured Parties) against any cost, loss or liability incurred as a result of such unenforceability, invalidity or illegality, and pay, on the relevant due dates, any amounts which would have been payable in respect of any Debt Document if it had not been for such unenforceability, invalidity or illegality. The amount payable by a Guarantor under this indemnity will not exceed the amount the Guarantor would have had to pay under this Guarantee if the amount claimed had been recoverable on the basis of a guarantee.

### **2.2 Maximum liability**

Each Guarantor's aggregate liability under this Guarantee shall never exceed NOK 3,120,000,000 plus interest thereon, and fees, costs, expenses and indemnities as set out in the Debt Documents.

### **2.3 Guarantee limitations**

With respect to the Guarantors the following limitations shall apply according to the jurisdiction in which the Guarantor is incorporated:

- a) *Norway*: The obligations and liabilities of each Guarantor pursuant to this Guarantee shall be limited to the extent necessary to comply with the mandatory provisions of law applicable to it, including sections 8-7 and 8-10, cf. section 1-3, of the Companies Act regarding unlawful financial assistance and other restrictions on a Norwegian limited liability company's ability to grant security in favour of other group companies. The obligations of each Guarantor under this Guarantee shall always be interpreted so as to make each Guarantor liable to the fullest extent permitted by the Companies Act.
- b) *Sweden*: Notwithstanding the other provisions of the Finance Documents, the obligations and liabilities of any Guarantor incorporated in Sweden (each a "**Swedish Guarantor**") shall be limited if (and only if) and to the extent required by an application of the mandatory provisions of the Swedish Companies Act (Sw. *aktiebolagslag (2005:551)*) regulating (i) distribution of assets (including profits and dividends and any other form of transfer of value (Sw. *värdeöverföring*) within the meaning of the Swedish Companies Act) (Chapter 17, Sections 1-4 (or their equivalents from time to time)) and (ii) in respect of any Tap Issues under and as defined in the Bond Terms, unlawful financial assistance, provided, in

each case, that all steps open to the Swedish Guarantors and all its shareholders to authorise its obligations under this Guarantee have been taken. It is agreed that the obligations and liabilities of each Swedish Guarantor shall only apply to the maximum extent permitted by the above mentioned provisions of the Swedish Companies Act.

- c) *England and Wales:* This Guarantee does not apply to any liability to the extent that it would result in this Guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the English Companies Act 2006.
- d) *Other jurisdiction:* With respect to any Guarantor incorporated in any other jurisdiction, the Guarantee shall be subject to any limitations set out in the Accession Letter applicable to such Additional Guarantor.

### **3 REPRESENTATIONS AND WARRANTIES**

Each Guarantor represents and warrants to the Security Agent at the date of this Guarantee that:

- a) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this Guarantee and the transactions contemplated by this Guarantee; and
- b) this Guarantee does not conflict with any of its constitutional documents, any contract binding to it or any law or regulation applicable to the Guarantor.

### **4 DEFERRAL OF GUARANTORS' RIGHTS**

Until all amounts which may be or become payable by the Debtors under or in connection with the Debt Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Debt Documents or by reason of any amount being payable, or liability arising, under this Guarantee:

- a) to be indemnified by a Debtor;
- b) to claim any contribution from any other guarantor of any Debtor's obligations under the Debt Documents;
- c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Debt Documents by any Secured Party;
- d) to bring legal or other proceedings for an order requiring any Debtor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under Clause 2 (*Guarantee*);
- e) to exercise any right of set-off against any Debtor; and/or
- f) to claim or prove as a creditor of any Debtor in competition with any Secured Party.

If a 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 Secured Parties by the Debtors under or in connection with the Debt Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with the provisions of the Intercreditor Agreement.

## **5 CONTINUING GUARANTEE AND OTHER MATTERS**

### **5.1 Continuing guarantee**

The Guarantee is a continuing guarantee and extends to (subject to Clause 2.2 (*Maximum liability*) and Clause 2.3 (*Limitations*)) the ultimate balance of the Guaranteed Obligations and shall continue in full force and effect notwithstanding any intermediate payment or discharge in whole or in part of the Guaranteed Obligations. There is no limit on the number of claims that may be made by the Security Agent on behalf of the Secured Parties under this Guarantee.

### **5.2 Other matters**

Each Guarantor hereby agrees, accepts and acknowledges that:

- a) it is familiar with the additional Security created under the Debt Documents, and that this Guarantee is in addition to and is not in any way prejudiced by any present or future guarantee, collateral or other Security held by the Security Agent or any other Secured Party;
- b) the Secured Parties' rights hereunder are in addition to and not exclusive of those provided by law;
- c) it waives any right it may have of first requiring the Security Agent or any Secured Party to proceed against or enforce any other rights or Security or to claim payment from any person before enforcing the Guarantee;
- d) each Secured Party may at any time during the Guarantee Period refrain from applying or enforcing any other Security or rights held or received by it in respect of the Guaranteed Obligations, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise), and the Guarantors shall not be entitled to the benefit of the same;
- e) the Security Agent may hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this guarantee;
- f) where any discharge, release or arrangement (whether in respect of the obligations of any Debtor or any Security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is rendered void or must be restored on insolvency, bankruptcy, reorganisation (by voluntary arrangement, scheme of arrangement or otherwise), administration, dissolution, liquidation, winding up or otherwise, the Guarantee and the liability of the Guarantors under this Guarantee shall continue as if the discharge, release or arrangement had not occurred; and
- g) the information regarding additional Security shall not in any way prejudice the Security Agent's rights as aforesaid to amend or waive any Security.

### **5.3 Waiver of defences**

Subject only to applicable mandatory law, the obligations of each Guarantor under this Guarantee shall not be affected by any act, omission or circumstance which might operate to release or otherwise exonerate a Guarantor from its obligations under this Guarantee or prejudice or diminish those obligations in whole or in part (unless such release or exoneration is intended), including (but not limited to):

- a) any time or waiver granted to, or composition with, any Debtor or any other person;
- b) any release of any Debtor or any other person under the terms of any composition or arrangement with any Debtor or any other person;
- c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Debtor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Debtor or any other person;
- e) any amendment (however fundamental) or replacement of any Debt Document or any other document or Security;
- f) any unenforceability, illegality or invalidity of any obligation of any person under any Debt Document or any other document or Security; or
- g) any insolvency or similar proceedings.

### **6 FURTHER ASSURANCE**

Each Guarantor shall promptly do all such acts or execute all such documents (including, without limitation, assignments, transfers, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) to fulfil the intention of this Guarantee.

### **7 APPLICATION OF PROCEEDS**

Any proceeds collected or received by the Security Agent after an enforcement of this Guarantee shall be applied by the Security Agent in payment of the Guaranteed Obligations in accordance with the provisions of the Intercreditor Agreement.

### **8 ASSIGNMENT**

- a) The Security Agent may at any time assign or transfer any of its rights and/or obligations under this Guarantee in accordance with the terms of the Debt Documents.
- b) No Guarantor may assign or transfer any of its rights and/or obligations under this Guarantee.



## 9 INDEMNITY

- a) Subject to the provisions of the Intercreditor Agreement, the Security Agent and each agent or attorney appointed by the Security Agent shall be entitled to be indemnified by the Guarantors in respect of all liabilities, costs and expenses incurred by them in connection with:
- (i) the execution or purported execution of any rights, powers or discretion vested in them under this Guarantee;
  - (ii) the preservation or enforcement of its rights under this Guarantee; and
  - (iii) the release of any obligation under this Guarantee.
- b) No Secured Party shall be liable for any losses or costs incurred by the Guarantor in connection with the exercise or purported exercise of any of the Secured Parties' rights, powers and discretions in good faith under this Guarantee.

## 10 ADDITIONAL GUARANTORS

- a) The Issuer may by written notice to the Security Agent request that any of its Subsidiaries accede to this Guarantee and become a Guarantor (an "**Additional Guarantor**") in accordance with the terms of the Debt Documents.
- b) A member of the Group shall become an Additional Guarantor if:
- (i) the Issuer and the proposed Additional Guarantor deliver to the Security Agent a duly completed and executed Accession Letter; and
  - (ii) the Security Agent has received all of the documents and other evidence required under the Debt Documents in relation to that Additional Guarantor, each in form and substance satisfactory to the Security Agent.
- c) The Security Agent shall notify the Issuer promptly upon being satisfied that it has received (each in form and substance satisfactory to it) all the documents and other evidence required as conditions precedent documents in relation to that Additional Guarantor.

## 11 RESIGNATION OF GUARANTORS

- a) Subject to the Debt Documents, the Issuer may request that a Subsidiary ceases to be a Guarantor (each a "**Resigning Guarantor**") by delivering to the Security Agent duly completed Resignation Letter.
- b) The Security Agent shall accept such Resignation Letter and notify the Issuer and the Guarantors of its acceptance if:
- (i) the Issuer has confirmed to the Security Agent that no Event of Default under the Debt Documents entered into with one or several Secured Parties is continuing or would result from the acceptance of the Resignation Letter; and
  - (ii) no payment is due from the Resigning Guarantor under the Guarantee.

- c) The resignation of any Resigning Guarantor is effective from the date on which the Security Agent confirms that the conditions for release are fulfilled at which time that Resigning Guarantor ceases to be a Guarantor and has no further rights or obligations under the Guarantee.

## **12 RELEASE OF GUARANTEE**

Upon expiry of the Guarantee Period, the Security Agent shall, at the request and cost of the Guarantors, release this Guarantee.

## **13 MISCELLANEOUS PROVISIONS**

### **13.1 Waivers**

The rights of the Secured Parties under this Guarantee may be waived only in writing and specifically, subject to the provisions of the Debt Documents, on such terms as the Security Agent sees fit.

### **13.2 Amendments**

This Guarantee may not be amended unless by an instrument in writing signed by or on behalf of the Guarantors and by the Security Agent (having obtained the requisite approval in accordance with the provisions of the Debt Documents).

### **13.3 Delegation**

- a) The Security Agent may at any time delegate to any person(s) all or any of its rights, powers and discretions under this Guarantee on such terms (including power to sub-delegate) as the Security Agent sees fit and employ agents, managers, employees, advisers and others on such terms as it sees fit for any of the purposes set out in this Guarantee.
- b) The Security Agent will not be liable or responsible to any Guarantor or any person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of such delegate or sub-delegate unless such loss is caused directly by the gross negligence or wilful misconduct of the Security Agent.

### **13.4 Notices**

The terms of clause 24 (*Notices*) of the Intercreditor Agreement shall apply as if incorporated in full into this Guarantee (with any logical adjustments).

### **13.5 Severability**

- a) If a provision of this Guarantee is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
  - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Guarantee; or
  - (ii) the legality, validity or enforceability in other jurisdictions of that or any other provision of this Guarantee.

- b) Notwithstanding paragraph a) above, the parties hereto agree that they will negotiate in good faith and will replace the invalid, void or unenforceable provision with a valid and enforceable provision which reflects as much as possible the intention of the parties as referred to in the provision thus replaced.

### **13.6 Counterparts**

This Guarantee 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 Guarantee.

### **14 GOVERNING LAW AND JURISDICTION**

- a) This Guarantee shall be governed by and construed in accordance with Norwegian law.
- b) The courts of Norway shall have exclusive jurisdiction over matters arising out of or in connection with this Guarantee. The Oslo District Court (No. *Oslo tingrett*) shall be the court of first instance. The submission to the jurisdiction of the Norwegian courts shall not limit the right of the Security Agent or a Secured Party to take proceedings against a Guarantor in any court which may otherwise exercise jurisdiction over that Guarantor or any of its assets.

\* \* \*

This Guarantee has been entered into on the date stated at the beginning of this Guarantee by the parties listed on the execution page at the end of this Guarantee.

**SCHEDULE 1: THE GUARANTORS**

<b>Name of Guarantor</b>	<b>Registered address</b>	<b>Registration number</b>
Chip Bidco AS	Hieronymus Heyerdahls gate 1 0160 Oslo Norway	923 807 748
Cegal Group AS	Vestre Svanholmen 4 4313 Sandnes Norway	996 127 044
Cegal AS	Vestre Svanholmen 4 4313 Sandnes Norway	996 221 423
Cegal Sverige AB	Sveavägen 166 113 46 Stockholm Sweden	556692-4865
Cegal Holding AB	Sveavägen 166 113 46 Stockholm Sweden	559073-5394

**SCHEDULE 2: FORM OF ACCESSION LETTER**

o: Nordic Trustee AS, as Security Agent

From: [Additional Guarantor]

Date: [ ]

Dear Sir or Madam,

**GUARANTEE DATED \_\_\_ FEBRUARY 2024 (THE "GUARANTEE")**

We refer to the Guarantee. This is an Accession Letter. Unless otherwise indicated, terms defined in the Guarantee have the same meaning in this Accession Letter.

1. [Subsidiary] agrees to become an Additional Guarantor under the Guarantee and to be bound by the terms of the Guarantee as an Additional Guarantor pursuant to Clause 10 (Additional Guarantors) of the Guarantee.
2. [Subsidiary] is a company duly incorporated or formed under the laws of [name of relevant jurisdiction].
3. [Insert guarantee limitation language, if appropriate pursuant to applicable law]
4. [Subsidiary]'s administrative details are as follows:

Address:  
E-mail:  
Attention:

This Accession Letter is governed by Norwegian law.

**[SUBSIDIARY]**  
as Additional Guarantor

**CHIP BIDCO AS**  
as Issuer

By: \_\_\_\_\_  
Name:  
Title: [Authorised signatory]

By: \_\_\_\_\_  
Name:  
Title: [Authorised signatory]

**NORDIC TRUSTEE AS**  
as Security Agent

By: \_\_\_\_\_  
Name:  
Title: [Authorised signatory]

**SCHEDULE 3: FORM OF RESIGNATION LETTER**

To: Nordic Trustee AS, as Security Agent

From: [Resigning Guarantor]

Date: [ ]

Dear Sir or Madam,

**GUARANTEE DATED \_\_\_ FEBRUARY 2024 (THE "GUARANTEE")**

We refer to the Guarantee. This is a Resignation Letter. Unless otherwise indicated, terms defined in the Guarantee have the same meaning in this Resignation Letter.

Pursuant to Clause 11 (*Resignation of Guarantors*) of the Guarantee, we request that [Subsidiary] (the "**Resigning Guarantor**") is released from its obligations as a Guarantor under the Guarantee.

We confirm that:

- a) no Event of Default under the Debt Documents entered into with one or several Secured Parties is continuing or would result from the acceptance of the Resignation Letter; and
- b) no payment is due from the Resigning Guarantor under the Guarantee.

This Resignation Letter is governed by Norwegian law.

**[SUBSIDIARY]**  
as Resigning Guarantor

**CHIP BIDCO AS**  
as Issuer

By: \_\_\_\_\_  
Name:  
Title: [Authorised signatory]

By: \_\_\_\_\_  
Name:  
Title: [Authorised signatory]


**NORDIC TRUSTEE AS**  
as Security Agent

By: \_\_\_\_\_  
Name:  
Title: [Authorised signatory]


## SIGNATORIES

### The Guarantors:


CHIP BIDCO AS

DocuSigned by:  
By:   
2FC6BE12DBB5436...  
Name: Trym Gudmundsen  
Title: Authorised signatory


CEGAL GROUP AS

DocuSigned by:  
By:   
2FC6BE12DBB5436...  
Name: Trym Gudmundsen  
Title: Authorised signatory

CEGAL AS

DocuSigned by:  
By:   
2FC6BE12DBB5436...  
Name: Trym Gudmundsen  
Title: Authorised signatory

CEGAL SVERIGE AB

DocuSigned by:  
By:   
2FC6BE12DBB5436...  
Name: Trym Gudmundsen  
Title: Authorised signatory

CEGAL HOLDING AB

DocuSigned by:  
*Trym Gudmundsen*  
By: \_\_\_\_\_  
2FC6BE12DBB5436...  
Name: Trym Gudmundsen  
Title: Authorised signatory

**The Security Agent:**  
NORDIC TRUSTEE AS

DocuSigned by:  
*Fredrik Lundberg*  
By: \_\_\_\_\_  
F190005DF2894F6...  
Name: Fredrik Lundberg  
Title: Authorised signatory