

## Notice Regarding Prepayment

17 August 2022

SEAMEX FINANCE LTD NOTEHOLDERS

Glas Trust Corporation Limited  
55 Ludgate Hill  
Level 1, West  
London EC4M 7JW, United Kingdom  
Attention: Debt Capital Markets / SeaMex  
And by email to: dcm@glas.agency

Re: Note Purchase and Private Shelf Agreement (the "NPA"), by and among SeaMex Finance Ltd. (the "Company"), each of the Purchasers and the other parties thereto designated as "Noteholders" (together with each such Purchaser's successors and assigns, the "Noteholders"), and Glas Trust Corporation Limited ("GLAS") as security agent.

Ladies and Gentlemen:

Reference is made to that certain Note Purchase and Private Shelf Agreement (as amended by the First Amendment Letter dated 21 September 2021, the Second Amendment Letter dated 15 October 2021, the Third Amendment Letter dated 19 November 2021, the Fourth Amendment Letter dated 14 January 2022, and the Fifth Amendment dated 28 July 2022, the "NPA"), by and among SeaMex Finance Ltd. (the "Company"), each of the Purchasers and the other parties thereto designated as "Noteholders" (together with each such Purchaser's successors and assigns, the "Noteholders"), and Glas Trust Corporation Limited ("GLAS") as security agent. Terms defined in the NPA and not otherwise defined herein are used herein with the same meanings.

In accordance with Section 8.2 of the NPA, the Company hereby notifies you of its election to prepay certain of the Notes in an aggregate principal amount of not less than USD 25,000,000 and not more than USD 35,000,000 on 31 August 2022 (the "Prepayment Date"). Accordingly, on the Prepayment Date, the Company shall prepay certain of the Notes held by Holder pursuant to Sections 8.2 and 8.9 of the NPA as follows:

- If the Prepayment Amount is equal to USD 25,000,000, then the Company shall prepay the Notes as set forth in Annex 1 hereto.



# Paratus Energy

- If the Prepayment Amount is equal to USD 30,000,000, then the Company shall prepay the Notes as set forth in Annex 2 hereto.
- If the Prepayment Amount is equal to USD 35,000,000, then the Company shall prepay the Notes as set forth in Annex 3 hereto.

Please note that the Company reserves the right to amend, supplement or withdraw this notice in all respects. Pursuant to Section 8.2 of the NPA, the undersigned, not individually but as representative of the Company, certifies that the calculations set forth in Annexes 1-3 hereto, as applicable, reflect Prepayment Compensation, being an amount equal to 9.9931% of the principal amount of the Notes being prepaid in accordance with Section 8.9(b) of the NPA.


*[Signature page follows]*



Paratus Energy

Yours faithfully,

**SEAMEX FINANCE LTD**, in its capacity as  
Obligors' Agent.

By:   
James Ayers, Director

**Address for notice:**

c/o Seadrill Management Ltd.  
2nd Floor Building  
11 Chiswick Business Park  
566 Chiswick High Road  
London W4 5YS, United Kingdom  
Attn: Shaen Cullen  
Tyson De Souza

And by email to: Shaen.Cullen@seadrill.com  
tyson.desouza@seadrill.com

**ANNEX 1**

[Redacted]

## ANNEX 2

[Redacted]

## **ANNEX 3**

[Redacted]