

**STRICTLY PRIVATE & CONFIDENTIAL**

**ha formattato:** Tipo di carattere: Verdana, 9 pt

**DATED**

**12<sup>th</sup> November 2014** [insert date]

**Definizione stile:** Titolo: Tipo di carattere: Verdana

**Definizione stile:** Indent 2: Tipo di carattere: Verdana, 9 pt

**(1) Regulis S.A.**

and

**(2) The Preparatory Commission established by Resolution No. 1 of the Diplomatic Conference to adopt a Rail Protocol to the Convention on International Interests in Mobile Equipment**

and

**(3) SITA Information Networking Computing Ireland Enterprise Registry Solutions Limited**

**Tabella formattata**

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**AMENDED AND RESTATED DEED OF BUSINESS  
CONTINUITY**

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THIS DEED is made this 12th day of November 2014. [insert date].

BETWEEN:

- (1) **Regulis S.A.** a company registered in Luxembourg with company number B191893 having its principal office at L-1330 Luxembourg, 48, boulevard Grande-Duchesse Charlotte, Grand-Duché de Luxembourg ("Registrar"),  
ha formattato: Inglese (Regno Unito)
- (2) **The Preparatory Commission** established pursuant to Resolution No. 1 of the Luxembourg Diplomatic Conference to act as the provisional supervisory authority pending entry into force of the Protocol ("Supervisory Authority")  
ha formattato: Inglese (Regno Unito)
- (3) **SITA Information Networking Computing Ireland Enterprise Registry Solutions Limited**, a company registered in Ireland with company number 369682358857, having its principal registered office at Building Level 2, Number 4, Customs House Plaza, Harbourmaster Place, Dublin 1, Letterkenny Office Park, Windyhall, Letterkenny, Co. Donegal, Ireland ("SITA").  
ha formattato: Inglese (Regno Unito)
- (3) **Ireland ("ERS")**, each a "Party" and together the "Parties".  
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ha formattato: Tipo di carattere: Non Grassetto  
Formattato: Parties

WHEREAS:

- (A) The Registrar has been awarded the contract to operate a rail registry ("International Registry") by the Supervisory Authority, and has signed a contract dated November 12, 2014, with the Supervisory Authority for the provision of such an International Registry ("Original Registrar Contract"), which was amended and restated on [insert date] (the "Registrar Contract").  
ha formattato: Colore carattere: Colore personalizzato(RGB(26;26;26)), Inglese (Stati Uniti)
- (B) The Registrar is entering into an agreement Master Services Agreement (the "Original MSA") with SITA Information Networking Computing Ireland Limited ("SITA") on or around the date of this Deed December 12, 2014, relating to the delivery of professional services and provision of managed services by SITA to the Registrar to assist the Registrar in fulfilling its obligations under the Registrar Contract.
- (C) On [insert date], SITA, with the consent of the Registrar and the Supervisory Authority, assigned its rights and obligations under the Original MSA to ERS, and the Registrar and ERS entered into an Amended and Restated Master Services Agreement (the "MSA");

(E) This Deed records the assignment-related terms that the Parties have agreed to in connection with the MSA on the occurrence of certain events as set out in the Registrar Contract.

NOW THIS DEED WITNESSES as follows:

This Deed is made on the date the last signatory below signs this Deed, and is effective as from the date denominated as the Effective Date in the MSA.

**1 SCOPE OF THIS DEED**

- 1.1 The scope of this Deed is the assignment of the MSA from the Registrar to the New Service Provider.

## 2. DEFINITIONS

- 2.1 **Defined terms used** in this Deed shall bear the same meaning in the MSA unless otherwise stated.
- 2.2 In this Deed, the following words and expressions shall have the following meanings:
- 2.2.1 "**Invocation Notice**" means a notice served on the Registrar and **SITAERS** by the Supervisory Authority to ensure continued provision of support services for the International Registry by **SITAERS** to a New Service Provider.
- 2.2.2 "**Minimum Period**" shall be the period certified as such by the Supervisory Authority in the Invocation Notice which shall be no less than one (1) year and no more than two (2) years unless otherwise agreed between ERS and the Supervisory Authority.
- 2.2.4 "**Termination Option**" means the right of the New Service Provider to terminate the MSA at any time after the Minimum Period from the Transfer Date irrespective of any default on the part of the New Service Provider.
- 2.2.3 "**Transfer Date**" means the date identified as such and set out in the Invocation Notice by the Supervisory Authority.

## 3. NOVATION AND ASSIGNMENT

- 3.1 Each of the Parties hereby agrees with each of the other Parties that:
- 3.1.1 with effect from the Transfer Date, the New Service Provider shall be substituted for the Registrar in the MSA and the MSA shall thereafter operate and continue in full force and effect, subject to the Termination Option, with respect to the provision of Services by **SITAERS**, on the basis that the New Service Provider is so substituted and as if references in the MSA to the Registrar were to the New Service Provider;
- 3.1.2 subject to clause 3.2.1 and 3.2.3 below, the Registrar shall be irrevocably and unconditionally released and discharged from any and all of its obligations and liabilities arising under the MSA from the Transfer Date; and
- 3.1.3 the Registrar shall remain liable for obligations and liabilities arising under the MSA prior to the Transfer Date.
- 3.2 Each of the Parties hereby agrees with each of the other Parties that:
- 3.2.1 in circumstances where the Registrar Contract is terminated and the Registrar is not entitled to terminate the MSA under clause 19.2 thereof then, unless otherwise agreed between the Supervisory Authority and **SITAERS**, the Supervisory Authority shall be required to serve an Invocation Notice and clause 3.1.1 above shall apply;
- 3.2.2 the Supervisory Authority shall have the right, but not the obligation, to serve an Invocation Notice on **SITAERS** in the circumstance where the Registrar Contract is

terminated and the Registrar was entitled to terminate the MSA under clause 19.2 thereof. Where an Invocation Notice is served, clause 3.1 above shall apply.

3.2.3 In the Invocation Notice, the Supervisory Authority may also require SITAERS to provide the Transition Services for the Transition Period, but the Registrar shall remain liable to pay for Transition Services due after the Transfer Date.

#### 4. GENERAL

- 4.1 This Deed, together with the Registrar Contract, the MSA and the Software Security Agreement and any agreements made pursuant to or in connection with the MSA, this Deed or the Software Security Agreement, sets out the entire agreement and understanding between the Parties and respective parties thereto and supersedes any previous agreement between the Parties relating to its subject matter. Unless otherwise expressly agreed in writing this Deed applies in place of and prevails over any terms or conditions contained in or referred to in correspondence or elsewhere or implied by trade, custom or course of dealing. Nothing in this Deed shall limit liability for any representations made fraudulently.
- 4.2 Any variation to this Deed shall only be effective if in writing signed by an officer or other duly authorised representative of each of the Parties.
- 4.3 Neither Party shall sub-license, assign, transfer or charge this Deed or any of its rights under it or purport to do any of the acts described in this clause 4.3 without the prior written consent of the other Parties which may be refused at the absolute discretion of the other Parties.
- 4.4 The Parties agree that any New Service Provider may directly enforce and rely on clause 3 as if it were a party to this Agreement, but save for the foregoing no provision of this Deed shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 4.5 All obligations created by this Deed shall survive change or termination of the Parties' business relationship.
- 4.6 In the event that an Invocation Notice is served on one of the Registrar and SITAERS but not the other, the service of the Invocation Notice on one Party shall be deemed to be service of the Invocation Notice on the other Party. However, this shall not relieve the Supervisory Authority of its obligations to produce Invocation Notices for separate service on each of the relevant Parties.
- 4.7 This Deed shall be governed and construed in accordance with the laws of England and Wales. The Parties irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any matter, claim or dispute arising under, out of, from or in connection with this Deed (including as to its validity or the legal relationships established by this Deed).
- 4.8 The Registrar irrevocably appoints General Counsel, SITA, Legal Department, 252-254 Blyth Road, Hayes, Middlesex, UB3 1HA, UK shall, on or prior to the Effective Date, designate, by written notice delivered to the Supervisory Authority and ERS, a party appointed to act as its agent to receive on its behalf in England or Wales service of any proceedings under clause 4.7 above. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Registrar) and shall be valid until such time as the Supervisory Authority and SITAERS has received prior written notice from

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the Registrar that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Registrar shall forthwith appoint a substitute acceptable to the Supervisory Authority and SITAERS and deliver to the Supervisory Authority and SITAERS the new agent's name, and address and fax number within England and Wales.

- 4.9 The Supervisory Authority irrevocably appoints OGR Stock Denton LLP of Winston House, 349 Regents Park Road, London N3 1DH, attn. Ms. Gitta Altmannshall, on or prior to the Effective Date, designate, by written notice delivered to the Registrar and ERS, a party appointed to act as its agent to receive on its behalf in England or Wales service of any proceedings under clause 4.7 above. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Supervisory Authority) and shall be valid until such time as the Registrar and SITAERS has received prior written notice from the Supervisory Authority that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Supervisory Authority shall forthwith appoint a substitute acceptable to the Registrar and SITAERS and deliver to the Registrar and SITAERS the new agent's name, address and fax numberemail address within England and Wales.
- 4.10 SITA irrevocably appoints General Counsel, SITA, Legal Department, 252-254 Blyth Road, Hayes, Middlesex, UB3 1HA, UKERS shall, on or prior to the Effective Date, designate, by written notice delivered to the Registrar and the Supervisory Authority, a party appointed to act as its agent to receive on its behalf in England or Wales service of any proceedings under clause 4.7 above. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Registrar) and shall be valid until such time as the Supervisory Authority and the Registrar has received prior written notice from SITAERS that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, SITAERS shall forthwith appoint a substitute acceptable to the Supervisory Authority and the Registrar and deliver to the Supervisory Authority and the Registrar the new agent's name, address and fax numberemail address within England and Wales.

-IN WITNESS whereof this Deed has been duly executed on the date first above written.

SIGNED for and behalf of

SITA

by its duly authorised representative: →

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\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print name: Vincent Kennedy

\_\_\_\_\_  
Title: Senior Manager, Software Development

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— Date: —

SIGNED for and behalf of )

the Registrar )

by its duly authorised representative: )

— (Signature)

— Print name: Elizabeth Hirst

— Title: Managing Director

— Date: 12<sup>th</sup> November 2014

SIGNED for and behalf of )

the Preparatory Commission: )

— )

— (Signature)

— Print name: José Angelo Estrella-Faria

— Title: Secretary-General of Unidroit

— Date: 12th November 2014

**Signed as a deed by**

**Regulis S.A.**

**Executed as a deed by:**

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**Director**

**Director**

**Date**

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**Supervisory Authority**

**Executed as a deed:**

**Date**

**Enterprise Registry Solutions Limited**

**Executed as a deed by:**

**Director**

**Director/Secretary**

**Date**

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