



**SECURITIES NOTE**

***Norwegian Energy Company ASA***

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**Norwegian Energy Company ASA  
USD 226,578,965 subordinated convertible bonds 2019/2027**

**ISIN NO 0010851520**

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***6 February 2023***

**IMPORTANT INFORMATION**

This Securities Note (the “**Securities Note**”) has been prepared in connection with listing of additional subordinated convertible bonds (the “**Compensation Bonds**”) on Oslo Stock Exchange on or about 8 February 2023 (the “**Listing**”). The Bonds (including the Compensation Bonds) have been subscribed for by the Bond Trustee. The Compensation Bonds were issued on 26 January 2023 by Norwegian Energy Company ASA (the “**Noreco**”, the “**Issuer**” or the “**Company**”) to existing bondholders in the Company’s already listed subordinated convertible bond loan 2019/2027 with ISIN 0010851520 (“**NOR13**”) in connection with amending the NOR13 bond terms (the “**NOR13 Bond Terms**”). This Securities Note is valid for a period of up to 12 months following its approval by the Financial Supervisory Authority of Norway (Norwegian: *Finanstilsynet*) (the “**Norwegian FSA**”). This Securities Note should be read together with the Securities Note for the NOR15 Bonds, the Registration Document and Summary, all dated 6 February 2023, which together with this Securities Note constitute a prospectus (the “**Prospectus**”). The Prospectus has been prepared in order to provide information about the Company and its business in relation to the Listing and to comply with the Norwegian Securities Trading Act of 29 June 2007 no. 75 (as amended from time to time, the “**Norwegian Securities Trading Act**”) and related secondary legislation, including Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2014/71/EC, as amended and as implemented in Norway in accordance with Section 7-1 of the Norwegian Securities Trading Act (the “**EU Prospectus Regulation**”). The Prospectus has been prepared solely in the English language. Prospective investors must make their own assessment as to the suitability of investing in the Bonds.

Only Noreco, and its engaged managers Arctic Securities AS and Pareto Securities AS (collectively, the “**Managers**”), are entitled to procure information about conditions described in this Securities Note. Information procured by any other person is of no relevance in relation to this Securities Note and cannot be relied on.

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Unless otherwise stated, this Securities Note is subject to Norwegian law. In the event of any dispute regarding this Securities Note, Norwegian law will apply.

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Copies of this Securities Note are not being mailed or otherwise distributed or sent in or into or made available in the United States or in any other jurisdictions where such is unlawful. This Securities Note is available on Noreco’s web page. Persons receiving this document (including custodians, nominees and trustees) must not distribute or send such documents or any related documents in or into the United States or in any other jurisdictions where such is unlawful.

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No public offering nor solicitations are being made or will be made, directly or indirectly, in the United States. Securities will not be registered under the United States Securities Act of 1933 and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. Furthermore, the Issuer does not intend to register the Bonds under any other country’s securities laws than Norway.

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In certain other jurisdictions, the distribution of this Securities Note may be limited by law, for example in the United States, Canada, Japan, and in the United Kingdom. Verification and approval of this Securities Note by the Norwegian FSA implies that this Securities Note may on certain terms be used in any EEA country. No other measures have been taken to obtain authorisation to distribute this Securities Note in any other jurisdiction where such action is required. Persons that receive this Securities Note are ordered by Noreco and the Managers to obtain information on and comply with such restrictions.

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This Securities Note is not an offer to sell or a request to buy bonds. The content of this Securities Note does not constitute legal, financial or tax advice and bondholders should seek legal, financial and/or tax advice.

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Copies of this Securities Note can be obtained by contacting the Issuer.

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## 1. RISK FACTORS

### 1.1 Introduction

The information in this Section is as of the date of this Securities Note. All investments in interest bearing securities have risks associated with such investment. The risks are related to the general volatility in the market for such securities, varying liquidity in a single bond issue as well as Issuer specific risk factors. An investment in interest bearing securities is only suitable for investors who understand the risk factors associated with this type of investments and who can afford a loss of all or part of the investment. Please also refer to the Securities Note for the NOR15 Bonds for risk factors relating to the NOR15 Bonds, and the Registration Document for a listing of Issuer specific risk factors.

For the definitions of capitalised terms used throughout this Securities Note, see Section 5 “Definitions”.

### 1.2 RISKS RELATED TO THE BONDS

#### 1.2.1 Risk related to the Bonds not being secured and the subordination of the Bond

The Bonds are unsecured and subordinated to other indebtedness of the Company. Rights to receive payment on the Bonds in a default situation will therefore be subject to all secured and senior lenders first receiving due payment. Under a bankruptcy, the Bondholders will not receive any payment unless there are remaining funds after the ordinary creditors of the Company not having subordinated their claims have received payment in full. As it is unlikely that the Company’s assets, if sold in a bankruptcy scenario, will be sufficient to cover the claims of the ordinary creditors in full, the bondholders must expect to receive zero payment in case of a bankruptcy.

The Company may also choose to settle its obligations under the Bonds with delivery of Shares. See section 1.3 (*Risks related to the underlying shares*) below.

In addition, the Company may decide to settle interest with cash rather than issuing additional Bonds.

#### 1.2.2 The Bondholders’ right to exercise the Conversion Rights may be limited in certain events - mandatory conversion

The right for Bondholders to convert the Bonds into Shares subsists only during the Conversion Period and may be limited in certain situations. The Bondholders will not have the right to convert Bonds which have previously been converted, redeemed, or purchased and cancelled. Further, the right to exercise the Conversion rights may be limited upon an Event of Default, which has led to acceleration of the Bonds or with respect to Bonds where the relevant Bondholder has exercised its right to require the Company to redeem the Bonds in accordance with the Bond Terms.

On the Last Conversion Date, all the outstanding Bonds shall, unless the Issuer has exercised its cash call option under the Bond Terms, be redeemed by a mandatory share settlement redemption of the Bonds, involving the Company issuing or transferring and delivering to the relevant Bondholders such number of Shares they are entitled to receive in accordance with the Bond Terms. Depending on the outstanding number of Bonds and prevailing market prices for the Shares at such date, a high number of new shares in the Company may be issued on such mandatory conversion. There are currently no lock-up regulations for such Shares. Issuing/delivering a high number of Shares, that are not subject to any lock-up limitations, may lead to negative share price development - including the mere fact that such any scenario may happen.

If Shares are delivered through the issue of new Shares, such mandatory conversion may also imply a significant share capital increase with corresponding dilution effects. Such mandatory conversion may also result in significant changes to the shareholder base of the Company.

Pursuant to the Bond Terms the Issuer may elect to redeem some or all of the Bonds in cash rather than mandatorily converting the Bonds to Shares. The Bondholders will not have the right to exercise their conversion rights following exercise by the Issuer of the Last Conversion Call Option, unless the Last Conversion Call Option is exercised only for some of the Outstanding Bonds, in which case the Bondholder’s conversion right will remain effective for the Bonds that are not subject to the Last Conversion Call Option.

#### 1.2.3 Risks related to the market value and liquidity of the Bonds

It is a risk that the value of the Bonds may decrease due to changes in relevant market risk factors. The price of a single Bond issued will, generally, fluctuate due to general developments in the financial market, as well as, specifically, investor interest in (and, thus, the liquidity of) the Bonds and/or the Shares. Accordingly, there is a risk that the value of the Bonds may decrease in spite of an underlying positive development in the Group’s business activities. Also, the Issuer’s early redemption right and/or cash call option may affect the value of the Bonds. The Issuer may elect to redeem the Bonds when the cost of borrowing is lower than the interest rate of the Bonds. If so and depending on the investment ability to reinvest relevant funds on at least equally attractive terms, there is a risk that the over-all return for the individual investor may be less than originally anticipated. While the Bonds carry a fixed rate coupon, thus offering predictability and

protection against a market reduction of interest rates, there is a risk that investors will not benefit from an increasing interest rate environment.

No market-maker agreement is entered into in relation to this Bond Issue, and the liquidity of the Bonds will at all times depend on the market participants view of the credit quality of the Group as well as established and available credit lines. There is a risk that the liquidity of the Bonds will be negatively affected by the limited amount and number of Bonds issued.

Pursuant to the Bond Terms, the Issuer has an obligation to use reasonable endeavours to ensure that the Compensation Bonds are listed on the Oslo Stock Exchange within three months of the Compensation Bonds being issued. Active trading in the Bonds may not occur and a liquid market for trading in the Bonds may not be available even if the Bonds are listed. For example, if the Issuer fails to comply with the various obligations and standards of conduct which follow listing of the Bonds, this may lead to the exclusion of the Bonds from trading. As a result, Bondholders may find it difficult or impossible to trade their Bonds when desired or at a price level which allows for a profit comparable to similar investments.

#### 1.2.4 Risks related to the Issuer's cash payment obligations

Several circumstances may affect the Issuer's ability to fulfil its cash payment obligations under the Bond Terms, among other things the fact that the Issuer is a pure holding company without operating revenues on its own and is therefore dependent on dividend distributions or other contributions from its shareholders or other members of the Group. Such circumstances include for instance, (i) the general performance and business development of the members of the Group during the tenor of the Bond Issue, and their ability to make dividend distributions or other contributions to the Issuer, on which the Issuer is dependent, and (ii) inability on part of the Issuer to obtain any debt financing required to redeem the Bonds and/or repay the Bondholders in cash at the time of maturity.

#### 1.2.5 Risks related to non-performance under the Bond Terms and other financing arrangements

A failure to comply with the obligations contained in the Bond Terms could result in a default under the Bonds which may trigger default under the Group's other financing arrangements. Also, default and acceleration under other finance agreements involving members of the Group could trigger the default provisions in the Bond Terms.

#### 1.2.6 Risks related to amendments of the Bonds Terms and remedies afforded to the Bondholders

The Bond Trustee for the Bonds may agree, without the consent of the Bondholders, to certain modifications to the Bond Terms and other related Finance Documents (as defined in the Bond Terms). The Bond Terms include certain provisions regarding Bondholders' meeting and written procedures. Such meetings and procedures may be used to reach decisions on matters relating to the Bondholders' interest. The Bond Terms allow for stated majorities to bind all Bondholders, including Bondholders who have not taken part in the meeting or procedure and those who have voted against the majority. Consequently, there is a risk that the actions of the majority in such matters will impact a Bondholder's rights in a manner that is undesirable for it.

Pursuant to the Bond Terms, remedies afforded to the Bondholders are vested with the Bond Trustee, thus preventing individual Bondholders from taking separate action. The Bond Trustee will generally be required to act in accordance with instruction given by a relevant majority of Bondholders, but is also vested with discretionary powers. The Bondholders face a risk that the Bond Trustee will agree to changes or amendments, or take actions, without the explicit consent of each of the Bondholders.

### 1.3 RISKS RELATED TO THE UNDERLYING SHARES

#### 1.3.1 There may not be an active and liquid market for the Shares and the Share price could fluctuate significantly

An investment in the Shares is associated with a high degree of risk and the price of the Shares may not develop favourably. Even though the Shares are currently listed on a regulated market, there can be no assurance that an active and liquid trading market for the Shares will develop or be sustained. If a market fails to develop or be sustained, it could have a negative impact on the price of the Shares. Past experience has shown that trading of the Shares on the Oslo Stock Exchange have been subject to limited liquidity. Investors may not be able to sell their shares quickly, at the market price, at attractive prices or at all if there is no active trading in the Shares.

The share prices of companies admitted to trading on the Oslo Stock Exchange can be highly volatile and the trading volume and price of the Shares could fluctuate significantly. Past experience has shown that trading of the Shares on the Oslo Stock Exchange has been subject to significant price movements.

Some of the factors that could negatively affect the Share price or result in fluctuations in the price or trading volume of the Shares include, for example, changes the prices for oil and/or gas, changes in the Company's actual or projected results of operations or those of its competitors, changes in earnings projections or failure to meet investors' and analysts' earnings expectations, investors' evaluations of the success and effects of the Company's strategy, as well as the evaluation of the

related risks, changes in general economic conditions or the equities markets generally, changes in the industries in which the Company operates, changes in shareholders and other factors. This volatility has had a significant impact on the market price of securities issued by many companies. Those changes may also occur without regard to the operating performance of these companies. The price of the Shares may therefore fluctuate due to factors that have little or nothing to do with the Company, and such fluctuations may materially affect the price of the Shares.

### 1.3.2 Future issuances of Shares or other securities could dilute the holdings of shareholders and could materially affect the price of the Shares

The Company has issued stock options under incentive program for previous employees and other persons within the Group which may be converted into Shares. The Company has also issued the Bonds and the convertible bonds with ISIN NO 0012780867 which may be converted into Shares. Such conversions may lead to the issue of a significant amount of Shares that may materially affect the price of the Shares.

It is possible that the Company may decide to offer new Shares or other securities in order to finance its business and/or investments in the future in connection with unexpected liabilities or expenses, or for any other purposes. In connection with such share offerings, the Company may also deviate from the existing shareholders' pre-emptive rights, either subject to 2/3 majority approval by the shareholders' attending the relevant general meeting or based on an authorization granted to the Board of Directors of the Company (if and to the extent applicable).

Any such issue of Shares could reduce the proportionate ownership and voting interests of holders of Shares as well as the earnings per Share and the net asset value per Share of the Company, and any Share issue by the Company could have a material adverse effect on the market price of the Shares. Depending on the structure of such future offerings, certain existing shareholders may due to selling and trading restrictions in such shareholders' jurisdictions not be able to participate in such offering(s).

### 1.3.3 Pre-emptive rights to subscribe for Shares in additional issuances could be unavailable to U.S. or other shareholders

Under Norwegian law, unless otherwise resolved at the Company's general meeting of shareholders, existing shareholders have pre-emptive rights to participate based on their existing ownership of Shares in the issuance of any new Shares for cash consideration. Shareholders in the United States, however, could be unable to exercise any such rights to subscribe for new Shares unless a registration statement under the U.S. Securities Act is in effect in respect of such rights and Shares or an exemption from the registration requirements under the U.S. Securities Act is available. Shareholders in other jurisdictions outside Norway could be similarly affected if the rights and the new Shares being offered have not been registered with, or approved by, the relevant authorities in such jurisdiction. To the extent that the Company's shareholders are not able to exercise their rights to subscribe for new Shares, their proportional interests in the Company will be diluted.

### 1.3.4 The Company has large shareholders with significant voting power

Based on previous large shareholder stock exchange announcements from Company shareholders, each of Taconic Capital Advisors UK LLP and Kite Lake Capital Management (UK) LLP has notified the market that each of them owns a significant shareholding in the Company. It cannot be excluded that interest of each of such shareholders may be different from other shareholders of the Company. Large shareholders may be in a position to exercise considerable influence over matters requiring shareholder approval, which may or may not be desired by other investors.

## 2. PERSONS RESPONSIBLE

### 2.1 Persons responsible for the information

Persons responsible for the information contained in this Prospectus:

Norwegian Energy Company ASA  
Nedre Vollgate 1  
0158 Oslo  
Norway

### 2.2 Declaration by persons responsible

Norwegian Energy Company ASA confirms that, having taken all reasonable care to ensure that such is the case, the information contained in this Securities Note is, to the best of their knowledge, in accordance with the facts and contains no omissions likely to affect its import.

Oslo, 6 February 2023

**The Chief Executive Officer of Norwegian Energy Company ASA**

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**Euan Shirlaw**

Norwegian Energy Company ASA  
Nedre Vollgate 1  
0158 Oslo  
Norway

### 3. INFORMATION CONCERNING THE SECURITIES

#### 3.1 Resolution to issue the Bonds

On 24 January 2023, the Company's board of directors, on the basis of a board authorisation granted by the extraordinary general meeting of the Company on 28 December 2022 and registered in the Norwegian Business Register (Nw. "Foretaksregisteret") 29 December 2022, passed the following resolution with respect to amending the existing NOR13 bond terms and issue the Compensation Bonds:

- 1) *"Company has today an outstanding convertible bond loan of USD 129,904 with ISIN NO0010851520. As compensation for increasing the conversion price, extending the last conversion date and certain other amendments to the loan agreement, the loan shall be increased to USD 178,137 by issuing 48,233 new bonds, each with par value of USD 1.00, and is continued on the terms pursuant to this resolution.*
- 2) *The bondholders are granted the right to convert the loan into new shares in the Company by way of set-off against the loan (convertible bond loan).*
- 3) *The loan shall be subscribed for by the Bond Trustee, on behalf of the existing bondholders no later than 10 business days after the Company has given the Bond Trustee notice that the conditions for effective time under the Amendment Agreement will be fulfilled, but in any event no later than 15 February 2023. The shareholders' pre-emption right pursuant to section 11-4 of the Public Limited Liability Companies Act is deviated from.*
- 4) *The loan consists of a total of 178,137 bonds, each have a par value of USD 1. The loan carries a payment in kind (PIK) interest of 8% p.a. ("PIK Interest Payment"), payable semi-annually. For existing bonds, the interest is calculated between 26 July and 26 January 2023. For the new bonds. Interest rate is calculated from the relevant issue date and until 26. January 2023. From 26 January 2023, interest rate shall be calculated on all bonds between 26 January 2023 to 27 May 2023. From 27 May 2023, interests shall be calculated for each 6 months period between 27 May and 27 November each year. The Company may elect, on any given interest payment date, to pay cash interest of 6 % p.a. since the previous interest payment date instead of PIK Interest Payment. The loan shall mature in its entirety 25 December 2025 through conversion of the loan by the Company. Any bonds outstanding following 31 December 2025 shall be redeemed by the Company at nominal value on 26 July 2027.*
- 5) *The loan shall be subscribed at par value.*
- 6) *The loan constitutes existing debt to the bondholders, in addition to debt incurred by the issuance of the loan, see item 1). The bondholders shall, consequently, not make any payment to the Company in connection with the issuance of the loan.*
- 7) *Upon conversion of the loan a consideration per share equal to USD 51.4307 (conversion price) shall be paid. Payment occurs with set off against the loan. The number of new shares to be issued upon conversion shall equal the relevant part of the loan in USD that is to be converted, multiplied with 10.44 (the agreed fixed rate of exchange) divided by the applicable conversion price. If this does not result in a whole number of shares, it shall be rounded down to the nearest number of whole shares. Interest accrued since the latest interest payment date, but which is not due on the conversion date (which shall be 10 business days following receipt of notice of conversion) will neither be payable nor converted into shares. If the conversion date coincides with an interest payment date, accrued interest shall be payable. Upon use of the conversion right, the Company's share capital shall be increased without a separate general meeting. The Company shall ensure that the capital increase pertaining to the conversion is registered in the Norwegian Register of Business Enterprises without undue delay.*
- 8) *In connection with a mandatory conversion on the last conversion date, the Company shall deliver a number of shares to the relevant bondholders determined by dividing the aggregate principal amount and accrued but unpaid interests by the current value of the shares in effect at the valuation date (3 business days prior to the last conversion date). The current value shall equal 99 % of the average of the volume weighted average price of the share for the 20 consecutive dealing days ending on the valuation date, translated into USD using the prevailing rate (as defined in the Amended and Restated Bond Terms).*
- 9) *Claims for conversion can be made at any time, for the loan as a whole or for parts of the loan, and, if applicable, in several instances, however in any case not later than 10 business days prior to 31 December 2025.*
- 10) *Shares acquired through conversion shall carry shareholder rights in the company from the date on which the capital increase is registered in the Register of Business Enterprises, including the right to receive dividends resolved after the registration.*
- 11) *Upon distributions, share capital increases, issuance of financial instruments as per chapter 11 of the Public Limited Liability Companies Act, upon mergers or de-mergers, as well as other company changes which is in the disfavour of the bondholders, the conversion price shall be adjusted to the extent prescribed in the draft Amendment Agreement appended hereto as Appendix 1, which forms a part of this resolution. Other than the above, the creditor shall not have rights upon decisions as mentioned in section 11-2 second paragraph no. 11 of the Public Limited Liability Companies Act.*
- 12) *The terms of the draft Amendment Agreement appended hereto as Appendix 1, which forms part of this resolution, is approved. Within the limitations of this resolution the board of directors is authorised to amend the Amendment Agreement.*



- 13) *Each of the Chairman of the Board and the CEO is authorised to sign all relevant documents in connection with the above mentioned loan on behalf of the Company, including the loan agreement and documents thereto related, as well as to agree to amendments and additions to the extent such falls within this resolution.*
- 14) *Completion of this resolution on issue of a convertible loan is subject to the execution of the Amendment Agreement and that the Bond Trustee has subscribed for the loan.”*

### 3.2 Selected terms of the Bonds

Issuer	Norwegian Energy Company ASA
Bond Trustee	Nordic Trustee AS, a company existing under the laws of Norway with registration number 963 342 624 and LEI-code 549300XAKTM2BMKIPT85.  More information about Nordic Trustee AS and their role as bond trustee can be found by following this link to their website: <a href="https://nordictrustee.com/">https://nordictrustee.com/</a>
Role of the Bond Trustee	The role of the Bond Trustee is outlined in the Bond Terms' clause 18 and 19. In these clauses, the Bond Trustee are conferred a number of rights and obligations, including, without limitation: <ul style="list-style-type: none"> <li>- convene the Bondholders' Meeting under certain conditions;</li> <li>- act on behalf of, and/or represent, the Bondholders in all matters, and to take any legal or other action in respect of enforcing the Bond Terms;</li> <li>- represent the bondholders in accordance with the Bond Terms;</li> <li>- right to demand and receive documents, information and other assistance from the Company necessary for the purpose of exercising its and the Bondholders' rights and/or carrying out its duties;</li> <li>- take steps to protect the rights for the Bondholders;</li> <li>- obliged to not make decisions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders;</li> <li>- indemnified against damage or loss claims from the Bondholders arising out of any action taken or omitted by it under or in connection with the Bond Terms.</li> </ul>
Governing law and jurisdiction	Please refer to the Bond Terms for further information about the rights and obligations of the Bond Trustee. Norwegian law and the courts of Norway
Registration and Registrar	The ISIN of the Bonds is NO 0010851520 and the Bonds are registered at Verdipapirsentralen ASA (VPS).
Currency	USD
Par value	USD 1.00.
Total Issue Amount	USD 178,135.
Original Issue Amount	USD 158,138,102.
Compensation Bonds	New Bonds in the aggregate nominal amount of up to USD 48,231.
Issue Price	100 % (par value).
Original Issue Date	26 July 2019.
Compensation Bonds Issue Date	26 January 2023.
Maturity Date	26 July 2027, adjusted according to the Business Day Convention.

Tenor	The tenor of the Bonds is from and including the Issue Date to but excluding the Maturity Date.
Purpose	<p>The Compensation Bonds were issued by the Company to the bondholders as compensation for consenting to the amendments to the Bond Terms pursuant to the Amendment Agreement without any payments from the bondholders to the Company.</p> <p>The original purpose under the Bond Terms was to use the net proceeds from the issuance of the Bonds to (i) finance the the Company's acquisition of Shell's interest in the Danish DUC field as announced by the Company on 19 October 2018, (ii) refinance an advance of USD 35,000,000 (plus accrued, but unpaid interest) made by certain investors to the Issuer to finance the Issuer's down-payment and deposit in connection with signing of the share purchase agreement in relation to the aforementioned acquisition, (iii) to repay the NOR10 Bonds (including accrued but unpaid interest and call premium, if any) and (iv) for general corporate purposes of the Group.</p>
Ranking	The Bonds constitutes subordinated debt obligations of the Issuer. The Bonds rank pari passu between themselves and will rank subordinated to all other existing and future unsubordinated obligations of the Issuer. The Bonds shall rank ahead of equity capital, and at least pari passu with any other subordinated debt, including the NOR15 Bonds.
Security	The Bonds are unsecured.
Coupon	<p>Coupon shall be paid during the Conversion Period.</p> <p>Interest shall be calculated on a 30/360-days basis, adjusted in accordance with section 4.16 (f) of the 2006 ISDA Definitions.</p> <p>Payment in kind (PIK) interest with additional Bonds or increase of Nominal Amount at a fixed rate of 8% p.a.- with semi-annual interest payments (the "PIK Interest Payment").</p> <p>The Issuer may elect to, on any given Interest Payment Date, to pay cash interest of 6% p.a. instead of PIK Interest Payment.</p> <p>After expiry of the Conversion Period (for any Bonds then outstanding): 0% interest p.a.</p>
Interest Due Date	Interest fall due on each Interest Payment Date for the corresponding preceding Interest Period and, with respect to accrued interest on the principal amount then due and payable, on each Repayment Date.
Interest Payment Date	means the last day of each Interest Period, the last Interest Payment Date being the Last Conversion Date (31 December 2025, adjusted according to the Business Day Convention).
Interest Period	means, subject to adjustment in accordance with the Business Day Convention, the period between 26 January and 26 July each year and, commencing on 27 May 2023, the period between 27 May and 27 November each year, provided however that an Interest Period shall not extend beyond 31 December 2025 (adjusted according to the Business Day Convention).
Conversion Right	<p>The right of each Bondholder to convert each of its Bonds, unless previously converted, redeemed, or purchased and cancelled, into Shares during the Conversion Period at the Conversion Price in effect on the relevant Exercise Date, provided that an exercise notice is delivered</p> <p>A Conversion Right may only be exercised in respect of the whole of the Nominal Amount of a Bond.</p>

Limitations regarding the right to exercise the Conversion Rights	Conversion Rights may not be exercised (i) following the giving of notice of Acceleration of the Bonds by the Bond Trustee or (ii) in respect of a Bond which the relevant Bondholder has exercised its right to require the Issuer to redeem pursuant to the terms set forth in the Bond Terms.
Conversion Price	USD 51.4307 per Share, to be converted to NOK using the Fixed Rate of Exchange and subject to standard adjustment mechanism according to common market practice as set out in the Bond Terms (clause 12 and 13) attached hereto.
Reference Share Price	USD 39.5621 per Share, converted to NOK 413 using the Fixed Rate of Exchange, Share, always provided that, in connection with any determination of the Change of Control Conversion Price, the Reference Share Price shall be adjusted pro rata in accordance with the provisions relating to the adjustment of the Conversion Price, pursuant to the Bond Terms (Clause 12 and 13).
Yield and description of method	<p>Pricing calculation for the Bonds has been carried out applying traditional Black &amp; Scholes methodology and selected calculation software solutions. The pricing was set on the basis of calculations assuming a reference bond credit spread in line with Nordic E&amp;P peers and a share price volatility between 20-40 per cent. The calculations applied three month LIBOR as the risk-free rate and were based on a five year tenor for the Bonds.</p> <p>Based on these calculations, the Bonds were priced with a payment-in-kind Interest Rate of 8.00 per cent per annum.</p>
Share Settlement Redemption	<p>The Issuer shall, subject to not exercising the Last Conversion Call Option, redeem the Bonds on the Last Conversion Date by exercising a Share Settlement Redemption with respect to all of the Bonds by giving notice to the Bond Trustee and the Bondholders not more than thirty (30) nor less than ten (10) calendar days prior to the Last Conversion Date.</p> <p>The Issuer shall exercise the Share Settlement Redemption by issuing or transferring and delivering to the relevant Bondholders such number of Shares as is determined by dividing the aggregate principal amount and accrued but unpaid interest of such Bondholder's Bonds by the Current Value in effect on the Valuation Date.</p> <p>Any excess amount beyond the whole number of shares covered by the bonds shall fall to the Issuer.</p> <p><b>"Valuation Date"</b> means the date falling three (3) dealing days prior to the Last Conversion Date.</p> <p><b>"Current Value"</b> in respect of a Share on the Valuation Date shall mean 99% of the average of the Volume Weighted Average Price of the Share for the twenty (20) consecutive dealing days ending on the Valuation Date, translated into USD at the spot rate of exchange prevailing at the close of business on each such dealing day.</p>
Change of Control Protection	<p>If a Change of Control Event has occurred, each Bondholder shall at any time during the period commencing on the date on which such Change of Control Event occurred and ending 60 calendar days following such date or, if later, the 60 calendar day period following notice of such Change of Control Event being given by the Issuer to the Bondholders (the "Change of Control Conversion Period"), be entitled at its option to (at each Bondholder's discretion) either:</p> <p>require early redemption of its Bonds (put option) at 101% of their Nominal Amount plus accrued but unpaid interest;</p>

or

convert its Bonds at the Change of Control Conversion Price, as set out below (adjusted to reflect any previous adjustment to the Conversion Price (if applicable)):

$$COCCP = \frac{[RP \times (N - n)] + [(OCP \times n)]}{N}$$

where:

**COCCP**: is the Change of Control Conversion Price;

**RP**: is the Reference Share Price;

**OCP**: is the current Conversion Price;

**N**: is the number of calendar days from (and including) the Compensation Bonds Issue Date to (but not including) the Last Conversion Date;

**n**: is the number of calendar days from (and including) the Compensation Bonds Issue Date to (but excluding) the date of the Change of Control Event

#### Issuer's Soft Call Option

The Issuer may redeem all but not only some of the Outstanding Bonds (the "Soft Call Option") in cash by irrevocable written notice to the Bond Trustee on any Business Day from and including the date falling 24 months after the Compensation Bonds Issue Date at a price equal to 100 per cent. of the Nominal Amount for each redeemed Bond (plus accrued but unpaid interest up to but excluding the Call Option Repayment Date), provided that the Parity Value on each of at least twenty (20) consecutive Dealing Days ending not earlier than the Dealing Day prior to the date of the Call Option notice, have exceeded USD 130,000. Each Bondholder may, within the Exercise Period, elect to exercise its Conversion Right after having received the Issuer's call option notice.

The exercise of the Soft Call Option by the Issuer shall not restrict the Bondholders from exercising their conversion rights under the Bond Terms.

"Parity Value" means, in respect of any dealing day, the USD amount calculated as follows:

$$PV = N \times VWAP$$

where:

**PV** = the Parity Value.

**N** = the number of Shares determined by dividing USD 100,000 by the Conversion Price in effect on such dealing day (rounded down, if necessary, to the nearest whole Share).

**VWAP** = the Volume Weighted Average Price of a Share on such dealing day (provided that if on any such dealing day the Shares shall have been quoted cum-Dividend or cum-any other entitlement, the closing price on such dealing day shall be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Share as at the date of first public announcement of such Dividend or entitlement (or, if that is not a Dealing Day, the immediately preceding Dealing Day)), translated into USD at the Prevailing Rate on such Dealing Day.

#### Issuer's Last Conversion Call Option

The Issuer may redeem some or all of the Outstanding Bonds (the "Last Conversion Call Option") in cash, by sending an irrevocable written notice to the Bond Trustee on any Business Day not being earlier than 30 calendar days and not being later than 10 calendar days prior to the Last Conversion Date,

at a price equal to the higher of (i) 100 per cent. of the Nominal Amount for each redeemed Bond and (ii) the arithmetic average for the preceding 20 Dealing Days (prior to the date of the call option notice) of Last Call Parity Value (as defined below), together with all accrued and unpaid interest up to but excluding the Call Option Repayment Date. The Bondholders will not have the right to exercise their conversion rights following exercise by the Issuer of the Last Conversion Call Option, unless the Last Conversion Call Option is only exercised for some of the Outstanding Bonds, in which case the conversion right will remain effective for the Bonds that are not subject to the Last Conversion Call Option.

“**Last Call Parity Value**” means, in respect of any Dealing Day, the USD amount calculated as follows:

$$PV = N \times VWAP$$

where:

**PV:** the Last Call Parity Value.

**N:** the number determined by dividing the Nominal Amount by the Conversion Price in effect on such Dealing Day.

**VWAP:** the Volume Weighted Average Price of a Share on such Dealing Day (provided that if on any such Dealing Day the Shares shall have been quoted cum-Dividend or cum-any other entitlement, the closing price on such Dealing Day shall be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Share as at the date of first public announcement of such Dividend or entitlement (or, if that is not a Dealing Day, the immediately preceding Dealing Day)), translated into USD at the Prevailing Rate on such Dealing Day.

Call Option	Means the Soft Call Option and the Last Conversion Call Option.
Call Option Repayment Date	Any Call Option which is exercised by the Issuer shall specify the proposed Call Option Repayment Date, being (i) for the Soft Call Option, no less than 20 Business Days and no more than 30 Business Days after the date of such notice and (ii) for the Last Conversion Call Option, no less than 5 calendar days and no more than 10 calendar days after the date of such notice, but in no event after the Last Conversion Date.
Issuer’s clean up call option	<p>If Bonds representing more than 90 per cent. of the Bonds (including as issued at the Compensation Bonds Issue Date) have been redeemed or converted into Shares, the Issuer is entitled to repurchase all the remaining Outstanding Bonds at their Nominal Amount (plus accrued unpaid interest) by notifying the remaining Bondholders. Such notice sent by the Issuer is irrevocable and shall specify the repayment date for such clean up call (a "Clean Up Call Option Repayment Date"), such Clean Up Call Option Repayment Date not to be earlier than 20 Business Days following such notice.</p> <p>Each Bondholder may, within the Conversion Period, elect to exercise its Conversion Right after having received the Issuer’s clean up call notice.</p>
Adjustment of Conversion Price.	The Bond Terms contains standard adjustment mechanisms according to common market practice.
Fixed Rate of Exchange	NOK/USD being 10.44.
Conversion Date	The date falling 10 Business Days after the Paying Agent has received the relevant exercise notice from the bondholder’s VPS Account Operator.
Last Conversion Date	31 December 2025.

Conversion Period	The period commencing on the Issue Date and ending on the 10 <sup>th</sup> Business Day prior to 31 December 2025 (the Last Conversion Date).
Exercise Date	The day the Paying Agent has received an exercise notice delivered in accordance with the Bond Terms.
Transferability	The Bonds are freely transferable and may be pledged, subject to any local regulatory restrictions from time to time.
Intercreditor Agreement	The Bonds are subject to the Intercreditor Agreement entered into between the Bond Trustee (on behalf of the Bondholders), the Issuer and Natixis.
Limitation of claims	All claims under the Bond Terms and the Intercreditor Agreement, for payment, including interest and principal, will be subject to the legislation regarding time-bar provisions of the relevant jurisdiction.
Listing	The Bonds are already listed on the Oslo Stock Exchange. The Compensation Bonds will be sought listed on Oslo Stock Exchange.
Fees and expenses	The Issuer shall pay any stamp duty and other public fees in connection with the Bonds, but not in respect of trading of the Bonds in the secondary market (except to the extent required by applicable laws), and shall deduct at source any applicable withholding tax payable pursuant to law. Tax deduction and withholding tax shall be subject to standard gross-up and call provisions.
Fees:	Prospectus fee (FSA): NOK 94,000.00.  Listing and registration fee (Oslo Stock Exchange): -
Taxation	The Issuer shall pay any stamp duty and other public fees accruing in connection with the Bonds, but not in respect of trading in the secondary market (except to the extent required by applicable laws), and shall deduct at source any applicable withholding tax payable pursuant to law, subject to standard gross-up and gross-up call provisions.
Manager	Arctic Securities AS and Pareto Securities AS
Paying Agent	Arctic Securities AS, Haakon VII's gate 5, 0161 Oslo.

### 3.3 Listing of the Bonds

The Company has applied to the Oslo Stock Exchange the Compensation Bonds to be listed shortly after the date of this Prospectus. The Oslo Stock Exchange is not obliged to accept the listing of the Compensation Bonds; therefore, the admission to trading will not necessarily be approved.

### 3.4 Information about the underlying securities

The Shares of Norwegian Energy Company ASA has the ISIN no. NO0010379266 and are listed on the Oslo Stock Exchange. Further information about the Company's Shares, including information about the share price and development, can be found at [www.live.euronext.com](http://www.live.euronext.com), by searching on the Company's ticker "NOR".

## 4. TAXATION

*This Section describes certain tax rules in Norway applicable to bondholders who are resident in Norway for tax purposes (“Norwegian Bondholders”) and bondholders who are not resident in Norway for tax purposes (“Foreign Bondholders”). The statements herein regarding taxation are based on the laws in force in Norway as of the date of this Prospectus and are subject to any changes in law occurring after such date. Such changes could be made on a retrospective basis. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Bonds. Investors are advised to consult their own tax advisors concerning the overall tax consequences of their ownership of Bonds. The statements only apply to bondholders who are beneficial owners of Bonds. Please note that for the purpose of the summary below, references to Norwegian Bondholders or Foreign Bondholders refers to the tax residency rather than the nationality of the shareholder/bondholder.*

### 4.1 Norwegian Taxation

#### 4.1.1 Possible impact on income

Tax legislation of the investor’s member state and Norwegian tax legislation may have an impact on the income received from the Bonds.

#### 4.1.2 Norwegian Bondholders

##### Taxation of return on bonds prior to disposal

Any kind of return received on bonds prior to the disposal is taxable as “ordinary income” subject to the flat rate of 22%. For Norwegian Bondholders that are considered to be financial institutions comprised by the Norwegian financial tax (banks, insurance companies, holding companies etc.) the ordinary income tax rate is 25%. For Norwegian taxpayers with a statutory obligation to keep accounting records, return on bonds is taxed on an accruals basis (i.e. regardless of when the return is actually paid). For other Norwegian taxpayers accrued interest is, as a general rule, taxed when the interest is actually paid.

##### Taxation upon disposal or redemption of bonds

Redemption at the end of the term, as well as prior disposal of bonds, is treated as realisation and may result in a capital gain or loss. Capital gains will be taxable as “ordinary income”, subject to the flat rate of 22% (25% for financial institutions). Losses will normally be deductible in the bondholder’s “ordinary income”.

Any capital gain or loss is computed as the difference between the amount received by the bondholder on realisation and the cost price of the bonds. The cost price is equal to the price for which the bondholder acquired the bonds. Costs incurred in connection with the acquisition and realisation of bonds may be deducted from the bondholder’s taxable income in the year of the realisation.

##### Net wealth taxation

The value of bonds at the end of each income year will be included in the computation of a bondholder’s taxable net wealth for municipal and state net wealth tax purposes. Listed bonds are valued at their quoted value on 1 January in the assessment year. The marginal tax rate is currently 0.95% (proposed increased to 1% for the income year 2023) for net worth above a minimum threshold of NOK 1,700,000, and 1.1% for net worth above a minimum threshold of NOK 20,000,000. Limited companies and certain similar entities are not subject to net wealth taxation.

#### 4.1.3 Foreign Bondholders

##### Taxation of return and capital gain upon disposal or redemption

Return received or capital gain upon disposal or redemption of the bonds (cf. 4.1.2. above) will not be subject to income tax in Norway, unless the Foreign Bondholder is holding the bonds in connection with business activities carried out or managed from Norway. Such taxation may be limited according to an applicable tax treaty.

Interest paid to a Foreign Bondholder would as a starting point not be subject to Norwegian withholding tax. However, effective from 1 July 2021, withholding tax does apply on certain interest payments to non-Norwegian related parties resident in low-tax jurisdictions. An interest payment to a Foreign Bondholder would therefore only be subject to withholding tax if the Foreign Bondholder is i) deemed to be a “related party”, i.e. where there is a direct or indirect ownership or control of 50% or more between the parties, and ii) is resident in a “low-tax jurisdiction”, i.e. a jurisdiction in which the ordinary income tax on the overall profit of the company is less than two thirds of the tax that would have been levied on such company had it been resident in Norway. The obligation to pay withholding tax will however not apply if interest is paid to a related Foreign Bondholder which is genuinely established and carries out genuine economic activity within the EEA.

The domestic withholding tax rate is 15% but may be modified through an applicable tax treaty.

**Net wealth taxation**

Foreign Bondholders are not subject to Norwegian net wealth tax with respect to bonds, unless the bondholder is an individual, and the bondholding is effectively connected with a business which the bondholder takes part in or carries out in Norway. Such taxation may be limited according to an applicable tax treaty.

**4.1.4 Transfer taxes, etc. - VAT**

There are currently no Norwegian transfer taxes, stamp duty or similar taxes connected to purchase, disposal or redemption of bonds. Furthermore, there is no VAT on transfer of bonds.



## 5. DEFINITIONS

Capitalised terms used throughout this Securities Note shall have the meaning ascribed to such terms as set out below, unless the context require otherwise.

Amendment Agreement .....	The agreement dated 19 January 2023 entered into between the Company and the Bond Trustee, amending and restating the Bond Terms.
Bonds.....	The debt instruments issued by the Issuer pursuant to the Bond Terms from time to time with ISIN NO 0010851520.
Bond Terms .....	The agreement originally entered into on 24 July 2019 (as amended from time to time) between Norwegian Energy Company ASA and Nordic Trustee AS (on behalf of the Bondholders) regarding the Bond Issue
Bond Trustee.....	Nordic Trustee AS
Bond Issue .....	The bond issue constituted by the Bonds.
Bondholder .....	A holder of Bond(s), as registered in the CSD, from time to time.
Company.....	The Issuer
Compensation Bonds.....	The additional 48,231 bonds in the nominal amount of USD 48,231 issued by the Issuer as compensation to the Bondholders for consenting to the amendments pursuant to the Amendment Agreement.
Compensation Bonds Issue Date	Means the date the Compensation Bonds are issued, being no later than (5) Business Days after the Effective Time.
EU Prospectus Regulation .....	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2004/71/EC.
Finance Documents .....	Means (i) the Bond Terms, (ii) the fee agreement between the Bond Trustee and the Issuer (iii) the Intercreditor Agreement, and (iv) any other document the Issuer and the Bond Trustee designate as a Finance Document.
Group .....	The Issuer and its subsidiaries from time to time.
Group Company.....	Any person which is a member of the Group.
Issuer.....	Norwegian Energy Company ASA (with registration number 987 989 297 and LEI-code: 5967007LIEEXZXGE3C16.
Manager .....	Arctic Securities AS and Pareto Securities AS.
Listing.....	The listing of the Compensation Bonds on Oslo Stock Exchange.
NOR15 Bonds	The subordinated convertible bond issue 2022/2027 (ISIN NO 0012780867) issued pursuant to the NOR15 Bond Terms.
NOR15 Bond Terms.....	The bond terms dated 28 December 2022 and entered into between Norwegian Energy Company ASA as Issuer and Nordic Trustee AS as bond trustee on behalf of the bondholders regarding the NOR15 Bonds.
Norwegian FSA.....	The Norwegian Financial Supervisory Authority (Norwegian: <i>Finanstilsynet</i> )
Norwegian Securities Trading Act.....	The Norwegian Securities Trading Act of 29 2007 no. 75, as amended.
Oslo Stock Exchange .....	Oslo Børs (a stock exchange operated by Oslo Børs ASA).
Prospectus.....	This Securities Note together with the Registration Document and the Summary for the Bond Issue
Registration Document .....	The document describing the Issuer.
Securities Note .....	This document describing the terms of the Bond Issue.
Security .....	Any encumbrance, mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
VPS .....	The Norwegian Central Securities Depository (Norwegian: <i>Verdipapirsentralen</i> ).

## **6. ADDITIONAL INFORMATION**

### **6.1 The Issuer**

The involved persons in the Issuer have no interest, nor conflicting interests that is material to the Bond Issue.

The Issuer has mandated Arctic Securities AS and Pareto Securities AS as Managers for the Bond Issue. The Managers have acted as advisor to the Issuer in relation to the pricing of the Issue.

The Managers and/or any of their affiliated companies and/or officers, directors and employees may be a market maker or hold a position in any instrument or related instrument discussed in this Securities Note, and may perform or seek to perform financial advisory or banking services related to such instruments. The Manager's corporate finance department may act as manager or co-manager for the Issuer in private and/or public placement and/or resale not publicly available or commonly known.

### **6.2 Legal Advisor**

Advokatfirmaet BAHR AS is acting as legal advisor to the Issuer in connection with the Listing. Advokatfirmaet Thommessen AS is acting as legal advisor to the Managers. Advokatfirmaet Wiersholm AS is acting as legal advisor to Nordic Trustee AS.

### **6.3 The approval of this Prospectus by the Norwegian Financial Supervisory Authority**

This Prospectus has been approved by the Norwegian FSA, as the competent authority under Regulation (EU) 2017/1129. The Norwegian FSA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129, and such approval should not be considered as an endorsement of the issuer or the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the securities.

The Norwegian FSA as competent authority under the EU Prospectus Regulation has reviewed the Prospectus. The Norwegian FSA approved the Prospectus 6 February 2023, but has not verified or approved the accuracy or completeness of the information included in the Prospectus. The approval given by the Norwegian FSA only relates to the information included in the Prospectus in accordance with pre-defined disclosure requirements imposed by the EU Prospectus Regulation. The Norwegian FSA has not made any form of verification or approval relating to corporate matters described in or referred to in the Prospectus. On no account must the publication or the disclosure of this Securities Note give the impression that the information herein is complete or correct on a given date after the date on this Securities Note, or that the business activities of the Issuer or its subsidiaries may not have been changed.

APPENDIX - BOND TERMS

**AMENDMENT AND RESTATEMENT AGREEMENT**

dated 19 January 2023

to the bond terms originally dated 24 July 2019, for the

**USD 228,578,965 SUBORDINATED CONVERTIBLE BONDS 2019/2027 WITH ISIN  
NO0010851520**

THIS AMENDMENT AND RESTATEMENT AGREEMENT is dated 19 January 2023 and made between:

- (1) **Norwegian Energy Company ASA**, a public limited liability company incorporated under the laws of Norway with business registration number 987 989 297 as issuer (the “**Issuer**”), and
  - (2) **NORDIC TRUSTEE AS**, a limited liability company incorporated under the laws of Norway with business registration number 963 342 624 as bond trustee (the “**Bond Trustee**”),
- each a “**Party**” and collectively referred to as the “**Parties**”.

**WHEREAS:**

- (A) The Parties have agreed to make certain amendments to the Original Bond Terms (as defined below) in light of positive changes to the Issuer’s financial position and outlook.
- (B) The amendments include, but are not limited to, resetting the Conversion Price of the Bonds and the Fixed Rate of Exchange, introducing a cash settlement option at the Last Conversion Date, extending the Last Conversion Date and the issuance of Compensation Bonds (as defined below) and as otherwise set out in this Agreement.
- (C) As consideration to the Bondholders for consenting to the amendments pursuant to this Agreement and the Restated Bond Terms, the Issuer shall issue up to USD 61,349,646 additional Bonds at the Nominal Amount of USD 1 each (the “**Compensation Bonds**”) to be shared between the Bondholders on a pro rata basis (in accordance with the procedures of the CSD) and adjusted pro rata to the extent Bondholders have exercised their conversion right prior to the Effective Time Notice Date (as defined in Clause 4.2 (b) below).
- (D) The Parties have entered into this Agreement in order to amend and restate the Original Bond Terms (as defined below) based on the Written Resolution of the Bondholders which was approved on 8 November 2022 (the “**Bondholders Resolution**”).

**NOW THEREFORE**, it is hereby agreed as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, including the preamble hereto (unless the context otherwise requires), capitalised terms shall have the meaning ascribed thereto and in addition:

“**Agreement**” means this amendment and restatement agreement.

“**Effective Time**” means the date defined as such in Clause 2 (*Conditions Precedent*) of this Agreement.

“**Effective Time Long-Stop Date**” means the date falling 25 Business Days after the temporary injunction granted by Oslo district court with regard to the Amendments (the “**Dispute**”) is finally resolved, inside or outside of the Norwegian courts and with no further possibility for appeal (and where such date shall be finally determined in a notice from the Issuer to the Bond Trustee confirming that the Dispute has been finally and conclusively resolved).

“**Original Bond Terms**” means the bond terms dated 24 July 2019, for the bond issue with ISIN NO 0010851520 and made between the Issuer and the Bond Trustee.

“**Restated Bond Terms**” means the Original Bond Terms, as amended and restated by this Agreement as set out in Schedule 2 (*Restated Bond Terms*).

## 1.2 Incorporation of defined terms

- (a) Unless expressly defined in this Agreement (including its recitals) or a contrary indication appears, a term defined in Clause 1.1 (*Definitions*) of the Restated Bond Terms has the same meaning in this Agreement (whether or not the Effective Date shall have occurred).
- (b) The principles of construction set out in Clause 1.2 (*Construction*) of the Restated Bond Terms attached hereto as Schedule 2 shall have effect as if set out in this Agreement.

## 1.3 Designation

This Agreement shall constitute a “Finance Document” for the purposes of the Restated Bond Terms.

## 2. CONDITIONS PRECEDENT

The provisions of Clause 4 (*Amendment and Restatement*) shall be effective only if the Bond Trustee has received and/or waived all the documents and other evidence listed in Schedule 1 (*Conditions Precedent to the Effective Time*) of this Agreement (the “**Effective Time**”), each in a form and substance satisfactory to the Bond Trustee, no later than the Effective Time Long-Stop Date. The Bond Trustee shall notify the Issuer promptly upon so being satisfied.

## 3. REPRESENTATIONS

The representations and warranties set out in Clause 7 (*Representations and warranties*) of the Original Bond Terms are deemed to be made by the Issuer (by reference to the facts and circumstances then existing) on:

- (a) the date of this Agreement; and
- (b) the Effective Time,

and references to “these Bond Terms” therein shall be construed as references to this Agreement and to the Original Bond Terms, and, on the Effective Time, to the Restated Bond Terms.

## 4. AMENDMENT AND RESTATEMENT

### 4.1 Amendment and restatement

- (a) With effect from the Effective Time, the Original Bond Terms shall be amended and restated as set out in Schedule 2 (*Restated Bond Terms*).
- (b) If the Effective Time has not occurred within the Effective Time Long-Stop Date, the Original Bond Terms will not be amended by this Agreement and shall remain in full force and effect in the form of the Original Bond Terms.

#### 4.2 Continuing obligations

- (a) The provisions of the Restated Bond Terms and the other Finance Documents shall, save as amended and restated by this Agreement, continue in full force and effect.
- (b) The Bondholders can exercise their conversion rights under the Original Bond Terms up and until the Issuer has given notice to the market that the Effective Time will occur, such notice to be issued no later than 5 Business Days prior to the Effective Time (the "**Effective Time Notice Date**"). The Issuer expects to send the notice of the Effective Time occurrence no earlier than obtaining approval at the extraordinary general meeting, expected to be held on or about 30 November 2022. Between the Effective Time Notice Date and the Effective Time, no conversion rights can be exercised under the Bond Terms.
- (c) With effect from the Effective Time, references to the Bond Terms in the Restated Bond Terms and any other Finance Document shall be construed as reference to the Restated Bond Terms.

#### 5. GOVERNING LAW AND JURISDICTION

- (a) This Agreement and all disputes arising out of, or in connection with this Agreement between the Bond Trustee, the Bondholders and the Issuer, shall be governed by Norwegian law.
- (b) All disputes arising out of, or in connection with this Agreement between the Bond Trustee, the Bondholders and the Issuer, shall, subject to paragraph (c) below, be exclusively resolved by the courts of Norway, with the District Court of Oslo as sole legal venue.
- (c) Clause 5(b) is for the benefit of the Bond Trustee only. As a result, the Bond Trustee shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Bond Trustee may take concurrent proceedings in any number of jurisdictions.

\* \* \*

**SIGNATORIES:**

**The Issuer**

**Norwegian Energy Company ASA**

By:  \_\_\_\_\_

Name: Euan Shirlaw

Title: Chief Executive Officer

**The Bond Trustee**

**Nordic Trustee AS**

By: \_\_\_\_\_

Name:

Title:



SIGNATORIES:

The Issuer

Norwegian Energy Company ASA

By: \_\_\_\_\_

Name:

Title:

The Bond Trustee

Nordic Trustee AS

By:  \_\_\_\_\_

Name: **Lars Erik Lærum**

Title: **Authorised signatory**

**SCHEDULE 1**  
**CONDITIONS PRECEDENT TO THE EFFECTIVE TIME**

- (a) The Agreement duly executed;
- (b) Copies of the Issuer's articles of association (*No. vedtekter*) and certificate of registration (*No. firmaattest*);
- (c) Necessary corporate resolutions from the Issuer, authorising the entering into of this Agreement and the amendment and restatement of the Original Bond Terms as contemplated herein;
- (d) Necessary corporate resolutions from the Issuer approving the issuance of Compensation Bonds;
- (e) Copies of the resolution of the general meeting of the Issuer approving the issuance of the Compensation Bonds, approving the adjusted conversion rights and other relevant terms under the Bond Terms (to the extent required by applicable law), and evidence that the resolution of the general meeting has been registered with the Norwegian Register of Business Enterprises (*No. Foretaksregisteret*) without undue delay;
- (f) Confirmation that the Compensation Bonds are registered in the CSD (by obtaining Temporary ISIN for the Compensation Bonds);
- (g) Any statements and legal opinions requested by the Bond Trustee; and
- (h) Any other document or evidence as reasonably requested by the Bond Trustee.

**SCHEDULE 2**  
**RESTATED BOND TERMS**

**AMENDED AND RESTATED**  
**BOND TERMS**  
**FOR**  
**NORWEGIAN ENERGY COMPANY ASA**  
**USD 226,578,965 SUBORDINATED CONVERTIBLE BONDS 2019/2027**

**ISIN NO 0010851520**

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ATTACHMENT 1 COMPLIANCE CERTIFICATE

ATTACHMENT 2 INTERCREDITOR PRINCIPLES

These Bond Terms are originally dated 24 July 2019, are amended and restated pursuant to the terms of the Amendment and Restatement Agreement and enter into force as of the Effective Time, and are entered into between:

ISSUER: Norwegian Energy Company ASA, a company existing under the laws of Norway with registration number 987 989 297 and LEI-code 5967007LIEEXZXGE3C16, and

BOND TRUSTEE: Nordic Trustee AS, a company existing under the laws of Norway with registration number 963 342 624 and LEI-code 549300XAKTM2BMKIPT85.

These Bond Terms shall remain in effect for so long as any Bonds remain outstanding.

## 1. INTERPRETATION

### 1.1 Definitions

The following terms will have the following meanings:

“**Acquisition**” means an acquisition of Shell Olie- og Gasudvinding Danmark B.V. by a Group Company.

“**Additional Bonds**” has the meaning given to it in Clause 9.2 (*Payment of interest*)

“**Affiliate**” means, in relation to any person:

- (a) any person which is a Subsidiary of that person;
- (b) any person who has Decisive Influence over that person (directly or indirectly); and
- (c) any person which is a Subsidiary of an entity who has Decisive Influence (directly or indirectly) over that person.

“**Amendment and Restatement Agreement**” means an amendment and restatement agreement relating to the Bonds, is dated 19 January 2023, and entered into by the parties to these Bond Terms.

“**Annual Financial Statements**” means the audited unconsolidated and consolidated annual financial statements of the Issuer for any financial year, prepared in accordance with GAAP, such financial statements to include a profit and loss account, balance sheet, cash flow statement and report of the board of directors.

“**Attachment**” means any schedule, appendix or other attachment to these Bond Terms.

“**Bond Terms**” means these terms and conditions, including all Attachments which shall form an integrated part of these Bond Terms, in each case as amended and/or supplemented from time to time.

“**Bond Trustee**” means the company designated as such in the preamble to these Bond Terms, or any successor, acting for and on behalf of the Bondholders in accordance with these Bond Terms.

“**Bond Trustee Fee Agreement**” means the agreement entered into between the Issuer and the Bond Trustee relating among other things to the fees to be paid by the Issuer to the Bond Trustee for its obligations relating to the Bonds.

“**Bondholder**” means a person who is registered in the CSD as directly registered owner or nominee holder of a Bond, subject however to Clause 3.3 (*Bondholders’ rights*).

“**Bondholders’ Meeting**” means a meeting of Bondholders as set out in Clause 18 (*Bondholders’ Decisions*).

“**Bonds**” means the debt instruments issued by the Issuer pursuant to these Bond Terms, including any Additional Bonds and the Compensation Bonds.

“**Business Day**” means a day on which both the relevant CSD settlement system is open, and the relevant Bond currency settlement system is open.

“**Business Day Convention**” means that if the last day of any Interest Period originally falls on a day that is not a Business Day, no adjustment will be made to the Interest Period.

“**Call Option**” means the Soft Call Option and the Last Conversion Call Option, as such terms are defined in Clause 10.3 (*Voluntary early redemption – Issuer’s Call Options*).

“**Call Option Repayment Date**” means the settlement date for any Call Option determined by the Issuer pursuant to Clause 10.3 (*Voluntary early redemption – Issuer’s Call Options*) or a date agreed upon between the Bond Trustee and the Issuer in connection with any such redemptions of Bonds.

“**Cash Interest Rate**” means 6.00 percentage points per annum.

“**Change of Control Event**” means either (i) a person or group of persons acting in concert gaining Decisive Influence over the Issuer, or (ii) a de-listing of the Issuer’s shares on Oslo Stock Exchange (unless the shares are listed on another regulated market as such term is understood in accordance with the Markets in Financial Instruments Directive (Directive 2004/39/EC) or the Markets in Financial Instruments Directive 2014/65/EU (MiFID II)).

“**Change of Control Exercise Period**” has the meaning given to it in Clause 10.4 (*Mandatory redemption due to a Change of Control Event*).

“**Clean Up Call Option Repayment Date**” has the meaning given to it in Clause 10.5 (*Issuer’s clean up call option*).

“**Compensation Bonds**” means the new Bonds in the aggregate Nominal Amount of up to USD 61,349,646 as issued to the Bondholders on the Compensation Bonds Issue Date in accordance with Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

“**Compensation Bonds Issue Date**” means the issue date of the Compensation Bonds, being no later than five (5) Business Days after the Effective Time.

“**Compliance Certificate**” means a statement substantially in the form as set out in Attachment 1 hereto.

“**Conversion Date**” means the date falling 10 Business Days after an Exercise Date.

“**Conversion Period**” means the period commencing on the Issue Date and ending on the 10<sup>th</sup> Business Day prior to the Last Conversion Date.

“**Conversion Price**” means USD 51.4307 per Share, to be converted to NOK using the Fixed Rate of Exchange and subject to any adjustments as provided in Clause 12 (*Conversion Terms*) and Clause 13 (*Adjustment of the Conversion Price*).

“**Conversion Right**” means the right of each Bondholder to convert each of its Bonds, unless previously converted, redeemed, or purchased and cancelled, into Shares during the Conversion Period at the Conversion Price in effect on the relevant Exercise Date.

“**CSD**” means the central securities depository in which the Bonds are registered, being Verdipapirsentralen ASA (VPS).

“**Current Market Price**” means, in respect of a Share at a particular date, the average of the Volume Weighted Average Price of a Share for the five consecutive Dealing Days ending on the Dealing Day immediately preceding such date; provided that if at any time during the said five-dealing-day period the Volume Weighted Average Price shall have been based on a price ex-Dividend (or ex- any other entitlement) and during some other part of that period the Volume Weighted Average Price shall have been based on a price cum-Dividend (or cum- any other entitlement), then:

- (a) if the Shares to be issued or transferred do not rank for the Dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Shares shall have been based on a price cum-Dividend (or cum- any other entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Share as at the Effective Date relating to such Dividend (or entitlement), determined on a gross basis and disregarding any withholding or deduction required to be made on account of tax and disregarding any associated tax credit; or
- (b) if the Shares to be issued or transferred do rank for the Dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Shares shall have been based on a price ex-Dividend (or ex- any other entitlement) shall for the purpose of this definition be deemed to be the amount thereof increased by an amount equal to the Fair Market Value of any such Dividend or entitlement per Share as at the Effective Date relating to such Dividend (or entitlement), determined on a gross basis and disregarding any withholding or deduction required to be made on account of tax and disregarding any associated tax credit,



and provided further that, if on each of the said five Dealing Days the Volume Weighted Average Price shall have been based on a price cum-Dividend (or cum- any other entitlement) in respect of a Dividend (or other entitlement) which has been declared or announced but the Shares to be issued do not rank for that Dividend (or other entitlement) the Volume Weighted Average Price on each of such dates shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Share as at the date of the first public announcement of such Dividend or entitlement, determined on a gross basis and disregarding any withholding or deduction required to be made on account of tax and disregarding any associated tax credit,

and provided further that, if the Volume Weighted Average Price of a Share is not available on one or more of the said five Dealing Days, then the average of such Volume Weighted Average Prices which are available in that five-dealing-day period shall be used (subject to a minimum of two such prices) and if only one, or no, such Volume Weighted Average Price is available in the relevant period the Current Market Price shall be determined in good faith by an Independent Financial Adviser.

**“Dealing Day”** means a day on which the Relevant Stock Exchange is open for business, (other than a day on which the Relevant Stock Exchange is scheduled to or does close prior to its regular weekday closing time).

**“Decisive Influence”** means a person having, as a result of an agreement or through the ownership of shares or interests in another person (directly or indirectly):

- (a) a majority of the voting rights in that other person; or
- (b) a right to elect or remove a majority of the members of the board of directors of that other person.

**“Default Notice”** means a written notice to the Issuer as described in Clause 17.2 (*Acceleration of the Bonds*).

**“Default Repayment Date”** means the settlement date set out by the Bond Trustee in a Default Notice requesting early redemption of the Bonds.

**“Dividend”** means any dividend or any form of distribution to Shareholders (including a Spin-Off) whether of cash, assets or other property, and whenever paid or made and however described (and for these purposes a distribution of assets includes without limitation an issue of Shares, or other Securities credited as fully or partly paid up by way of capitalisation of profits or reserves) provided that:

- (a) where a Dividend in cash is announced which is to be, or may at the election of a Shareholder or Shareholders be, satisfied by the issue or delivery of Shares or other property or assets, or where a capitalisation of profits or reserves is announced which is to be, or may at the election of a Shareholder or Shareholders be, satisfied by the payment of the Dividend in cash, then for the purposes of this definition the Dividend in question shall be treated as a Cash Dividend of the greater of (i) such cash amount and (ii) the Fair Market Value (on the date of the first public announcement of such Dividend or capitalisation (as the case may be) or if later, the date on which the number of Shares (or

amount of property or assets, as the case may be) which may be issued or delivered is determined), of such Shares or other property or assets;

- (b) any issue of Shares falling within paragraph (b) of Clause 13 (*Adjustment of the Conversion Price*) shall be disregarded;
- (c) a purchase or redemption or buy back of share capital of the Issuer by or on behalf of the Issuer or any Subsidiary of the Issuer shall not constitute a Dividend unless, in the case of purchases, redemptions or buy backs of Shares by or on behalf of the Issuer or any of its Subsidiaries, the weighted average price per Share (before expenses) on any one day (a “**Specified Share Day**”) in respect of such purchases, redemptions or buy backs (translated, if not in the Relevant Currency, into the Relevant Currency at the Prevailing Rate on such day), exceeds by more than 5 per cent. the average of the closing prices of the Shares on the Relevant Stock Exchange (as published by or derived from the Relevant Stock Exchange) on the five Dealing Days immediately preceding the Specified Share Day or, where an announcement (excluding, for the avoidance of doubt for these purposes, any general authority for such purchases approved by a general meeting of Shareholders or any notice convening such a meeting of Shareholders) has been made of the intention to purchase Shares at some future date at a specified price, on the five Dealing Days immediately preceding the date of such announcement, in which case such purchase shall be deemed to constitute a Dividend in the Relevant Currency to the extent that the aggregate price paid (before expenses) in respect of such Shares purchased by the Issuer or, as the case may be, any of its Subsidiaries (translated where appropriate into the Relevant Currency as provided above) exceeds the product of (i) 105 per cent. of the average closing price of the Shares determined as aforesaid and (ii) the number of Shares so purchased, redeemed or bought back; and
- (d) there shall not (other than in circumstances subject to proviso (a) above) be any issue or delivery of Shares or other property or assets to Shareholders by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) where such issue or delivery is or is expressed to be in lieu of a Dividend in cash (whether or not a cash Dividend equivalent amount is announced) or a Dividend in cash is announced that is to be satisfied by the issue or delivery of Shares or other property or assets; and
- (e) if the Issuer or any of its Subsidiaries (or any person on its or their behalf) shall purchase any receipts or certificates representing Shares, the provisions of paragraph (c) above shall be applied in respect thereof in such manner and with such modifications (if any) as shall be determined in good faith by an Independent Financial Adviser.

“**Effective Time**” means the date on which the Bond Trustee has confirmed that all conditions precedent set out in the Amendment and Restatement Agreement have either been fulfilled by the Issuer or waived by the Bond Trustee.

“**Event of Default**” means any of the events or circumstances specified in Clause 17.1 (*Events of Default*).

“**Exchange**” means Oslo Børs (the Oslo Stock Exchange).

**"Exercise Date"** means the day the Paying Agent has received an exercise notice delivered pursuant to the provisions set out in Clause 12.4 (*Exercise notice*).

**"Fair Market Value"** means, with respect to any property on any date, the fair market value of that property as determined in good faith by an Independent Financial Adviser provided, that (i) the Fair Market Value of a Cash Dividend paid or to be paid shall be the amount of such Cash Dividend; (ii) the Fair Market Value of any other cash amount shall be the amount of such cash; (iii) where Securities, Spin-Off Securities, options, warrants or other rights are publicly traded in a market of adequate liquidity (as determined by an Independent Financial Adviser), the fair market value (a) of such Securities or Spin-Off Securities shall equal the arithmetic mean of the daily Volume Weighted Average Prices of such Securities or Spin-Off Securities and (b) of such options, warrants or other rights shall equal the arithmetic mean of the daily closing prices of such options, warrants or other rights, in the case of both (a) and (b) during the period of five trading days on the relevant market commencing on such date (or, if later, the first such trading day such Securities or Spin-Off Securities, options, warrants or other rights are publicly traded); and (iv) in the case of (i) converted into the Relevant Currency (if declared or paid in a currency other than the Relevant Currency) at the rate of exchange used to determine the amount payable to Shareholders who were paid or are to be paid or are entitled to be paid the Cash Dividend in the Relevant Currency; and in any other case, converted into the Relevant Currency (if expressed in a currency other than the Relevant Currency) at such rate of exchange as may be determined in good faith by an Independent Financial Adviser to be the spot rate ruling at the close of business on that date (or if no such rate is available on that date the equivalent rate on the immediately preceding date on which such a rate is available).

**"Finance Documents"** means these Bond Terms, the Bond Trustee Fee Agreement, the Intercreditor Agreement, the Amendment and Restatement Agreement, and any other document designated by the Issuer and the Bond Trustee as a Finance Document.

**"Financial Indebtedness"** means any indebtedness for or in respect of:

- (a) moneys borrowed (and debit balances at banks or other financial institutions);
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialized equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument, including the Bonds;
- (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 (meaning that the lease is capitalized as an asset and booked as a corresponding liability in the balance sheet);
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis provided that the requirements for de-recognition under GAAP are met);
- (f) any derivative transaction entered into and, when calculating the value of any derivative 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 derivative transaction, that amount shall be taken into account);

- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of a person which is not a Group Company which liability would fall within one of the other paragraphs of this definition;
- (h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the Issuer) before the Maturity Date or are otherwise classified as borrowings under GAAP;
- (i) any amount of any liability under an advance or deferred purchase agreement, if (a) the primary reason behind entering into the agreement is to raise finance or (b) the agreement is in respect of the supply of assets or services and payment is due more than 120 calendar days after the date of supply;
- (j) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing or otherwise being classified as a borrowing under GAAP; and
- (k) without double counting, the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs a) to j) above.

**“Financial Reports”** means the Annual Financial Statements and the Interim Accounts.

**“Fixed Rate of Exchange”** means NOK / USD 10.44.

**“GAAP”** means generally accepted accounting practices and principles in the country in which the Issuer is incorporated including, if applicable, the International Financial Reporting Standards (IFRS) and guidelines and interpretations issued by the International Accounting Standards Board (or any predecessor and successor thereof), in force from time to time.

**“Group”** means the Issuer and its Subsidiaries from time to time.

**“Group Company”** means any person which is a member of the Group.

**“Independent Financial Adviser”** means an independent investment bank of international repute appointed by the Issuer and approved in writing by the Bond Trustee or, if the Issuer fails to make such appointment and such failure continues for a reasonable period (as determined by the Bond Trustee) and the Bond Trustee is indemnified and/or secured as to costs to its satisfaction against the costs, fees and expenses of such adviser, appointed by the Bond Trustee following notification to the Issuer.

**“Initial Nominal Amount”** means the nominal amount of each Bond as set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

**“Insolvent”** means that a person:

- (a) is unable or admits inability to pay its debts as they fall due;

- (b) suspends making payments on any of its debts generally; or
- (c) is otherwise considered insolvent or bankrupt within the meaning of the relevant bankruptcy legislation of the jurisdiction which can be regarded as its center of main interest as such term is understood pursuant to Council Regulation (EC) no. 1346/2000 on insolvency proceedings (as amended).

**“Intercreditor Agreement”** means the intercreditor agreement entered into between the Bond Trustee (on behalf of the Bondholders), the Issuer and Natixis.

**“Interest Payment Date”** means the last day of each Interest Period, the last Interest Payment Date being the Last Conversion Date.

**“Interest Period”** means, subject to adjustment in accordance with the Business Day Convention, the period between 26 January and 26 July each year and, commencing on 27 May 2023, the period between 27 May and 27 November each year, provided however that the final Interest Period shall not extend beyond the Last Conversion Date.

**“Interest Rate”** means 8.00 percentage points per annum.

**“Interim Accounts”** means the unaudited unconsolidated and consolidated semi-annual financial statements of the Issuer for the periods ending on each 30 June and 31 December in each year, prepared in accordance with GAAP.

**“ISIN”** means International Securities Identification Number, being the identification number of the Bonds.

**“Issue Date”** means 26 July 2019.

**“Issuer”** means the company designated as such in the preamble to these Bond Terms.

**“Issuer’s Bonds”** means any Bonds which are owned by the Issuer or any Affiliate of the Issuer.

**“Last Conversion Date”** means 31 December 2025, adjusted according to the Business Day Convention.

**“Last Conversion Call Option”** has the meaning given to that term in paragraph (b) of Clause 10.3 (*Voluntary early redemption – Issuer’s Call Options*).

**“Managers”** means ABG Sundal Collier ASA and Arctic Securities AS.

**“Material Adverse Effect”** means a material adverse effect on:

- (a) the ability of the Issuer to perform and comply with its obligations under any of the Finance Documents; or
- (b) the validity or enforceability of any of the Finance Documents.

**“Maturity Date”** means 26 July 2027, adjusted according to the Business Day Convention.

“**Nominal Amount**” means the Initial Nominal Amount (less the aggregate amount by which each Bond has been partially redeemed, if any, pursuant to Clause 10 (*Redemption and repurchase of Bonds*)), or any other amount following a split of Bonds pursuant to Clause 19.2, paragraph (j).

“**NOR10 Bonds**” means the existing bonds issued by the Issuer with ISIN NO 0010697030.

“**Outstanding Bonds**” means any Bonds not redeemed or otherwise discharged.

“**Overdue Amount**” means any amount required to be paid by the Issuer under any of the Finance Documents but not made available to the Bondholders on the relevant Payment Date or otherwise not paid on its applicable due date.

“**Partial Payment**” means a payment that is insufficient to discharge all amounts then due and payable under the Finance Documents.

“**Paying Agent**” means the legal entity appointed by the Issuer to act as its paying agent with respect to the Bonds in the CSD.

“**Payment Date**” means any Interest Payment Date or any Repayment Date.

“**Prevailing Rate**” means, in respect of any pair of currencies on any day, the spot mid-rate of exchange between the relevant currencies prevailing as at 12 noon (London time) on that date (for the purpose of this definition, the “**Original Date**”) as appearing on or derived from Bloomberg page BFIX (or any successor page) in respect of such pair of currencies, or, if such a rate cannot be so determined, the rate prevailing as at 12 noon (London time) on the immediately preceding day on which such rate can be so determined, provided that if such immediately preceding day falls earlier than the fifth day prior to the Original Date or if such rate cannot be so determined (all as determined in good faith by the Issuer), the Prevailing Rate in respect of the Original Date shall be the rate determined in such other manner as an Independent Financial Adviser shall consider appropriate.

“**Put Option**” shall have the meaning ascribed to such term in Clause 10.4 (*Mandatory redemption option due to a Change of Control Event*).

“**Put Option Redemption Date**” means the settlement date for the Put Option pursuant to Clause 10.4 (*Mandatory redemption option due to a Change of Control Event*), being the 10<sup>th</sup> Business Day following the end of the Change of Control Exercise Period.

“**Reference Share Price**” means USD 39.5621 per Share, converted to NOK 413 using the Fixed Rate of Exchange, always provided that, in connection with any determination of the Change of Control Conversion Price, the Reference Share Price shall be adjusted pro rata in accordance with the provisions relating to the adjustment of the Conversion Price, pursuant to Clause 12 (*Conversion Terms*) and Clause 13 (*Adjustment of the Conversion Price*).

“**Relevant Currency**” means, at any time, the currency in which the Shares are quoted or dealt in at such time on the Relevant Stock Exchange.

“**Relevant Jurisdiction**” means the country in which the Bonds are issued, being Norway.

“**Relevant Record Date**” means the date on which a Bondholder’s ownership of Bonds shall be recorded in the CSD as follows:

- (a) in relation to payments pursuant to these Bond Terms, the date designated as the Relevant Record Date in accordance with the rules of the CSD from time to time; or
- (b) for the purpose of casting a vote with regard to Clause 18 (*Bondholders’ Decisions*), the date falling on the immediate preceding Business Day to the date of that Bondholders’ decision being made, or another date as accepted by the Bond Trustee.

“**Relevant Stock Exchange**” means the Oslo Stock Exchange or, if at the relevant time, the Shares are not at that time listed and admitted to trading on the Oslo Stock Exchange, the principal stock exchange or securities market on which the Shares are then listed or quoted or dealt in.

“**Repayment Date**” means any Call Option Repayment Date, the Default Repayment Date, the Put Option Redemption Date, the Tax Event Repayment Date, Clean Up Call Option Repayment Date or the Maturity Date (or any other payment date set out herein).

“**Securities**” means any securities including, without limitation, Shares, or options, warrants or other rights to subscribe for or purchase or acquire Shares.

“**Securities Trading Act**” means the Securities Trading Act of 2007 no.75 of the Relevant Jurisdiction.

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

“**Share Settlement Redemption**” means shall have the meaning ascribed to such term in Clause 10.2 (*Mandatory share settlement redemption of Bonds by the Issuer*).

“**Shareholder**” means a holder of a Share.

“**Shares**” means common stock issued by the Issuer, each with a par value of NOK 10 as of the Issue Date.

“**Soft Call Option**” has the meaning given to that term in paragraph (a) of Clause 10.3 (*Voluntary early redemption – Issuer's Call Options*).

“**Spin-Off**” means:

- (a) a distribution of Spin-Off Securities by the Issuer to Shareholders as a class; or
- (b) any issue, transfer or delivery of any property or assets (including cash or shares or securities of or in or issued or allotted by any entity) by any entity (other than the Issuer) to Shareholders as a class, pursuant in each case to any arrangements with the Issuer or any of its Subsidiaries.

“**Spin-Off Securities**” means equity share capital of an entity other than the Issuer or options, warrants or other rights to subscribe for or purchase equity share capital of an entity other than the Issuer.

“**Subsidiary**” means a company over which another company has Decisive Influence.

“**Summons**” means the call for a Bondholders’ Meeting or a Written Resolution as the case may be.

“**Tax Event Repayment Date**” means the date set out in a notice from the Issuer to the Bondholders pursuant to Clause 10.6 (*Early redemption option due to a tax event*).

“**Volume Weighted Average Price**” means, in respect of a Share, Security or, as the case may be, a Spin-Off Security on any Dealing Day, the volume-weighted average price of a Share, Security or, as the case may be, a Spin-Off Security published by or derived (in the case of a Share) from Bloomberg page HP (or any successor page) (setting Weighted Average Line or any other successor setting and using values not adjusted for any event occurring after such Dealing Day; and for the avoidance of doubt, all values will be determined with all adjustment settings on the DPDF Page, or any successor or similar setting, switched off) or (in the case of a Security or Spin-Off Security) from the principal stock exchange or securities market on which such Securities or Spin-Off Securities are then listed or quoted or dealt in, if any or, in any such case, such other source as shall be determined to be appropriate by an Independent Financial Adviser on such Dealing Day, provided that if on any such Dealing Day where such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of a Share, Security or a Spin-Off Security, as the case may be, in respect of such Dealing Day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding Dealing Day on which the same can be so determined, and, in each case, if expressed in another currency, converted into the applicable currency by using the Prevailing Rate, and when calculating the Volume Weighted Average Price over several days, each day should apply the Prevailing Rate for that day.

References to any issue or offer or grant to Shareholders “as a class” or “by way of rights” shall be taken to be references to an issue or offer or grant to all or substantially all Shareholders other than Shareholders to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such issue or offer or grant.

In making any calculation or determination of Current Market Price or Volume Weighted Average Price, such adjustments (if any) shall be made as an Independent Financial Adviser considers appropriate to reflect any consolidation or sub-division of the Shares or any issue of Shares by way of capitalisation of profits or reserves, or any like or similar event.

“**Voting Bonds**” means the Outstanding Bonds less the Issuer’s Bonds.

“**Written Resolution**” means a written (or electronic) solution for a decision making among the Bondholders, as set out in Clause 18.5 (*Written Resolutions*).



## 1.2 Construction

In these Bond Terms, unless the context otherwise requires:

- (a) headings are for ease of reference only;
- (b) words denoting the singular number will include the plural and vice versa;
- (c) references to Clauses are references to the Clauses of these Bond Terms;
- (d) references to a time are references to Central European time unless otherwise stated;
- (e) references to a provision of “**law**” is a reference to that provision as amended or re-enacted, and to any regulations made by the appropriate authority pursuant to such law;
- (f) references to a “**regulation**” includes any regulation, rule, official directive, request or guideline by any official body;
- (g) references to a “**person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, unincorporated organization, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality;
- (h) references to Bonds being “**redeemed**” means that such Bonds are cancelled and discharged in the CSD in a corresponding amount, and that any amounts so redeemed may not be subsequently re-issued under these Bond Terms;
- (i) references to Bonds being “**purchased**” or “**repurchased**” by the Issuer means that such Bonds may be dealt with by the Issuer as set out in Clause 11.1 (*Issuer’s purchase of Bonds*),
- (j) references to persons “**acting in concert**” shall be interpreted pursuant to the relevant provisions of the Securities Trading Act; and
- (k) an Event of Default is “**continuing**” if it has not been remedied or waived.

## 2. THE BONDS

### 2.1 Amount, denomination and ISIN of the Bonds

- (a) The Issuer has resolved to issue a series of Bonds in the amount of up to USD 226,578,965 (including the Compensation Bonds to be issued no later than the Compensation Bonds Issue Date).
- (b) The Bonds are denominated in US Dollars (USD), being the legal currency of the United States of America.
- (c) The Initial Nominal Amount of each Bond is USD 1.00.
- (d) The ISIN of the Bonds is NO 0010851520. The Bonds are listed on the Exchange and there is a requirement of a new prospectus in order for the Compensation Bonds to be listed together with the Bonds already issued at the Compensation Bonds Issue Date.

The Compensation Bonds shall be issued under a separate ISIN (“**Temporary ISIN**”) pending listing of the Compensation Bonds (but otherwise have equal rights as the Bonds in all respects). Interest will accrue on the Compensation Bonds from and including the Compensation Bonds Issue Date and be payable the first time on the first subsequent Interest Payment Date after the Compensation Bonds Issue Date in accordance with these Bond Terms. The Temporary ISIN shall be merged into the original ISIN for the other Outstanding Bonds (as the surviving ISIN) when (i) the listing of the Compensation Bonds on the Exchange have occurred and (ii) the first interest payment have been made in respect of the Compensation Bonds, following which the Issuer shall (A) notify the Bond Trustee, the Exchange and the Paying Agent thereof and (B) ensure that the Temporary ISIN are converted into the ISIN of the Bonds.

- (e) All Bonds issued under the same ISIN and Temporary ISIN will have identical terms and conditions as set out in these Bond Terms.

## **2.2 Tenor of the Bonds**

The tenor of the Bonds is from and including the Issue Date to but excluding the Maturity Date.

## **2.3 Use of proceeds**

The Issuer will use the net proceeds from the issuance of the Bonds to (i) finance the Acquisition, (ii) refinance an advance of USD 35,000,000 (plus accrued, but unpaid interest) made by certain investors to the Issuer to finance the Issuer's down-payment and deposit in connection with signing of the share purchase agreement in relation to the Acquisition, (iii) to repay the NOR10 Bonds (including accrued but unpaid interest and call premium, if any) and (iv) for general corporate purposes of the Group.

## **2.4 Status of the Bonds**

The Bonds will constitute subordinated debt obligations of the Issuer. The Bonds will rank pari passu between themselves and will rank subordinated to all other existing and future unsubordinated obligations of the Issuer. The Bonds shall rank ahead of equity capital, and at least pari passu with any other subordinated obligations of the Issuer.

The Bonds shall be subject to the terms of the Intercreditor Agreement, entered into on such terms and conditions as the Bond Trustee in its discretion deems appropriate based on the principles set out in Attachment 2 hereto.

## **2.5 Transaction Security**

The Bonds are unsecured.

# **3. THE BONDHOLDERS**

## **3.1 Bond Terms binding on all Bondholders**

- (a) By virtue of being registered as a Bondholder (directly or indirectly) with the CSD, the Bondholders are bound by these Bond Terms and any other Finance Document, without any further action required to be taken or formalities to be complied with by the Bond Trustee, the Bondholders, the Issuer or any other party.
- (b) The Bond Trustee is always acting with binding effect on behalf of all the Bondholders.

### **3.2 Limitation of rights of action**

- (a) No Bondholder is entitled to take any enforcement action, instigate any insolvency procedures, or take other legal action against the Issuer or any other party in relation to any of the liabilities of the Issuer or any other party under or in connection with the Finance Documents, other than through the Bond Trustee and in accordance with these Bond Terms, provided, however, that the Bondholders shall not be restricted from exercising any of their individual rights derived from these Bond Terms, including the right to exercise the Put Option.
- (b) Each Bondholder shall immediately upon request by the Bond Trustee provide the Bond Trustee with any such documents, including a written power of attorney (in form and substance satisfactory to the Bond Trustee), as the Bond Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Bond Trustee is under no obligation to represent a Bondholder which does not comply with such request.

### **3.3 Bondholders' rights**

- (a) If a beneficial owner of a Bond not being registered as a Bondholder wishes to exercise any rights under the Finance Documents, it must obtain proof of ownership of the Bonds, acceptable to the Bond Trustee.
- (b) A Bondholder (whether registered as such or proven to the Bond Trustee's satisfaction to be the beneficial owner of the Bond as set out in paragraph (a) above) may issue one or more powers of attorney to third parties to represent it in relation to some or all of the Bonds held or beneficially owned by such Bondholder. The Bond Trustee shall only have to examine the face of a power of attorney or similar evidence of authorisation that has been provided to it pursuant to this Clause 3.3 (*Bondholders' rights*) and may assume that it is in full force and effect, unless otherwise is apparent from its face or the Bond Trustee has actual knowledge to the contrary.

## **4. ADMISSION TO LISTING**

- (a) The Issuer shall use its reasonable endeavours to ensure that the Bonds are listed on the Exchange within 12 months of the Issue Date and thereafter remain listed on the Exchange until the Bonds have been redeemed in full.
- (b) The Issuer shall use its reasonable endeavours to ensure that the Compensation Bonds are listed on the Exchange within 3 months of the Compensation Bonds Issue Date.

## **5. REGISTRATION OF THE BONDS**

### **5.1 Registration in the CSD**

The Bonds shall be registered in dematerialised form in the CSD according to the relevant securities registration legislation and the requirements of the CSD.

### **5.2 Obligation to ensure correct registration**

The Issuer will at all times ensure that the registration of the Bonds in the CSD is correct and shall immediately upon any amendment or variation of these Bond Terms give notice to the CSD of any such amendment or variation.

### **5.3 Country of issuance**

The Bonds have not been issued under any other country's legislation than that of the Relevant Jurisdiction. Save for the registration of the Bonds in the CSD, the Issuer is under no obligation to register, or cause the registration of, the Bonds in any other registry or under any other legislation than that of the Relevant Jurisdiction.

## **6. CONDITIONS FOR DISBURSEMENT**

### **6.1 Conditions precedent for disbursement to the Issuer**

- (a) Payment of the net proceeds from the issuance of the Bonds to the Issuer shall be conditional on the Bond Trustee having received in due time (as determined by the Bond Trustee) prior to the Issue Date each of the following documents, in form and substance satisfactory to the Bond Trustee (and for the avoidance of doubt, all fulfilled at the Issue Date):
- (i) these Bond Terms duly executed by all parties hereto;
  - (ii) copies of all necessary corporate resolutions of the Issuer to issue the Bonds and execute the Finance Documents to which it is a party;
  - (iii) a copy of a power of attorney (unless included in the corporate resolutions) from the Issuer to relevant individuals for their execution of the Finance Documents to which it is a party, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute such Finance Documents on behalf of the Issuer;
  - (iv) copies of the Issuer's articles of association and of a full extract from the relevant company register in respect of the Issuer evidencing that the Issuer is validly existing;
  - (v) copies of the Issuer's latest Financial Reports (if any);
  - (vi) confirmation that the applicable prospectus requirements (ref the EU prospectus regulation (2017/1129 EU)) concerning the issuance of the Bonds have been fulfilled;
  - (vii) confirmation that the Bonds are registered in the CSD (by obtaining an ISIN for the Bonds);
  - (viii) copies of any written documentation used in marketing the Bonds or made public by the Issuer or any Manager in connection with the issuance of the Bonds;
  - (ix) the Bond Trustee Fee Agreement duly executed by the parties thereto;
  - (x) the Intercreditor Agreement duly executed by all parties thereto;
  - (xi) evidence of completion of a private placement of new Shares by the Issuer with gross proceeds of no less than USD 352,000,000;

- (xii) confirmation that the resolutions made by the holders of NOR10 Bonds on 1 November 2018 (based on a summons letter of 17 October 2018) remaining in full force and effect;
  - (xiii) evidence of approval of the issuance of the Bonds by the general meeting of the Issuer; and
  - (xiv) legal opinions or other statements as may be required by the Bond Trustee (including in respect of corporate matters relating to the Issuer and the legality, validity and enforceability of these Bond Terms and the Finance Documents).
- (b) The Bond Trustee, acting in its sole discretion, may, regarding this Clause 6.1 (*Conditions precedent for disbursement to the Issuer*), waive the requirements for documentation or decide that delivery of certain documents shall be made subject to an agreed closing procedure between the Bond Trustee and the Issuer.

## **6.2 Distribution**

Disbursement of the proceeds from the issuance of the Bonds is conditional on the Bond Trustee's confirmation to the Paying Agent that the conditions in Clause 6.1 (*Conditions precedent for disbursement to the Issuer*) have been either satisfied in the Bond Trustee's discretion or waived by the Bond Trustee pursuant to paragraph (c) of Clause 6.1 above.

## **7. REPRESENTATIONS AND WARRANTIES**

The Issuer makes the representations and warranties set out in this Clause 7 (*Representations and warranties*), in respect of itself and in respect of each Group Company to the Bond Trustee (on behalf of the Bondholders) at the following times and with reference to the facts and circumstances then existing:

- (a) at the date of these Bond Terms;
- (b) at the Issue Date;
- (c) at the Effective Time; and
- (d) at the Compensation Bonds Issue Date.

### **7.1 Status**

It is a limited liability company, duly incorporated and validly existing and registered under the laws of its jurisdiction of incorporation, and has the power to own its assets and carry on its business as it is being conducted.

### **7.2 Power and authority**

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, these Bond Terms and any other Finance Document to which it is a party and the transactions contemplated by those Finance Documents.

### **7.3 Valid, binding and enforceable obligations**

These Bond Terms and each other Finance Document to which it is a party constitutes (or will constitute, when executed by the respective parties thereto) its legal, valid and binding obligations, enforceable in accordance with their respective terms, and (save as provided for therein) no further registration, filing, payment of tax or fees or other formalities are necessary or desirable to render the said documents enforceable against it.

### **7.4 Non-conflict with other obligations**

The entry into and performance by it of these Bond Terms and any other Finance Document to which it is a party and the transactions contemplated thereby do not and will not conflict with (i) any law or regulation or judicial or official order; (ii) its constitutional documents; or (iii) any agreement or instrument which is binding upon it or any of its assets.

### **7.5 No Event of Default**

- (a) No Event of Default exists or is likely to result from the making of any drawdown under these Bond Terms or the entry into, the performance of, or any transaction contemplated by, any Finance Document.
- (b) No other event or circumstance has occurred which constitutes (or with the expiry of any 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 (howsoever described) under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which has or is likely to have a Material Adverse Effect.

### **7.6 Authorizations and consents**

All authorisations, consents, approvals, resolutions, licenses, exemptions, filings, notarizations or registrations required:

- (c) to enable it to enter into, exercise its rights and comply with its obligations under these Bond Terms or any other Finance Document to which it is a party; and
- (d) to carry on its business as presently conducted and as contemplated by these Bond Terms,

have been obtained or effected and are in full force and effect.

### **7.7 Litigation**

No litigation, arbitration or administrative proceedings or investigations of or before any court, arbitral body or agency which, if adversely determined, is likely to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.

### **7.8 Financial Reports**

Its most recent Financial Reports fairly and accurately represent the assets and liabilities and financial condition as at their respective dates, and have been prepared in accordance with GAAP, consistently applied.

**7.9 No Material Adverse Effect**

Since the date of the most recent Financial Reports, there has been no change in its business, assets or financial condition that is likely to have a Material Adverse Effect.

**7.10 No misleading information**

Any factual information provided by it to the Bondholders or the Bond Trustee for the purposes of the issuance of the Bonds was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

**7.11 No withholdings**

The Issuer is not required to make any deduction or withholding from any payment which it may become obliged to make to the Bond Trustee or the Bondholders under these Bond Terms.

**7.12 Ranking**

Its payment obligations under these Bond Terms or any other Finance Document to which it is a party ranks as set out in Clause 2.4.

**7.13 Security**

No Security exists over any of the present assets of any Group Company in conflict with these Bond Terms.

**7.14 Share Conversion**

The Issuer will, during the term of the Bonds, have the authority to issue and allot, free from pre-emption rights the number of Shares required to fulfill its obligation to issue Shares upon the exercise of the Bondholders of their Conversion Right.

**8. PAYMENTS IN RESPECT OF THE BONDS**

**8.1 Covenant to pay**

- (a) The Issuer will unconditionally make available to or to the order of the Bond Trustee and/or the Paying Agent all amounts due on each Payment Date pursuant to the terms of these Bond Terms at such times and to such accounts as specified by the Bond Trustee and/or the Paying Agent in advance of each Payment Date or when other payments are due and payable pursuant to these Bond Terms.
- (b) All payments to the Bondholders in relation to the Bonds shall be made to each Bondholder registered as such in the CSD at the Relevant Record Date, by, if no specific order is made by the Bond Trustee, crediting the relevant amount to the bank account nominated by such Bondholder in connection with its securities account in the CSD.
- (c) Payment constituting good discharge of the Issuer's payment obligations to the Bondholders under these Bond Terms will be deemed to have been made to each Bondholder once the amount has been credited to the bank holding the bank account nominated by the Bondholder in connection with its securities account in the CSD. If the paying bank and the receiving bank are the same, payment shall be deemed to have been made once the amount has been credited to the bank account nominated by the Bondholder in question.

- (d) If a Payment Date or a date for other payments to the Bondholders pursuant to the Finance Documents falls on a day on which either of the relevant CSD settlement system or the relevant currency settlement system for the Bonds are not open, the payment shall be made on the first following possible day on which both of the said systems are open, unless any provision to the contrary have been set out for such payment in the relevant Finance Document.

## **8.2 Default interest**

- (a) Default interest will accrue on any Overdue Amount from and including the Payment Date on which it was first due to and excluding the date on which the payment is made at the Interest Rate plus 3 percentage points per annum.
- (b) Default interest accrued on any Overdue Amount pursuant to this Clause 8.2 (*Default interest*) will be added to the Overdue Amount on each Interest Payment Date until the Overdue Amount and default interest accrued thereon have been repaid in full.

## **8.3 Partial Payments**

- (a) If the Paying Agent or the Bond Trustee receives a Partial Payment, such Partial Payment shall, in respect of the Issuer's debt under the Finance Documents be considered made for discharge of the debt of the Issuer in the following order of priority:
  - (i) firstly, towards any outstanding fees, liabilities and expenses of the Bond Trustee;
  - (ii) secondly, towards accrued interest due but unpaid; and
  - (iii) thirdly, towards any other outstanding amounts due but unpaid under the Finance Documents.
- (b) Notwithstanding paragraph (a) above, any Partial Payment which is distributed to the Bondholders, shall, after the above mentioned deduction of outstanding fees, liabilities and expenses, be applied (i) firstly towards any principal amount due but unpaid and (ii) secondly, towards accrued interest due but unpaid, in the following situations:
  - (i) the Bond Trustee has served a Default Notice in accordance with Clause 17.2 (*Acceleration of the Bonds*), or
  - (ii) as a result of a resolution according to Clause 18 (*Bondholders' decisions*).

## **8.4 Taxation**

- (a) The Issuer is responsible for withholding any withholding tax imposed by applicable law on any payments to be made by it in relation to the Finance Documents.
- (b) The Issuer shall, if any tax is withheld in respect of the Bonds under the Finance Documents:
  - (i) gross up the amount of the payment due from it up to such amount which is necessary to ensure that the Bondholders or the Bond Trustee, as the case may be, receive a net amount which is (after making the required withholding) equal to the



payment which would have been received if no withholding had been required;  
and

- (ii) at the request of the Bond Trustee, deliver to the Bond Trustee evidence that the required tax deduction or withholding has been made.
- (c) Any public fees levied on the trade of Bonds in the secondary market shall be paid by the Bondholders, unless otherwise provided by law or regulation, and the Issuer shall not be responsible for reimbursing any such fees.

## **8.5 Currency**

- (a) All amounts payable under the Finance Documents shall be payable in the denomination of the Bonds set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*). If, however, the denomination differs from the currency of the bank account connected to the Bondholder's account in the CSD, any cash settlement may be exchanged and credited to this bank account.
- (b) Any specific payment instructions, including foreign exchange bank account details, to be connected to the Bondholder's account in the CSD must be provided by the relevant Bondholder to the Paying Agent (either directly or through its account manager in the CSD) within 5 Business Days prior to a Payment Date. Depending on any currency exchange settlement agreements between each Bondholder's bank and the Paying Agent, and opening hours of the receiving bank, cash settlement may be delayed, and payment shall be deemed to have been made once the cash settlement has taken place, provided, however, that no default interest or other penalty shall accrue for the account of the Issuer for such delay.

## **8.6 Set-off and counterclaims**

The Issuer may not apply or perform any counterclaims or set-off against any payment obligations pursuant to these Bond Terms or any other Finance Document.

## **9. INTEREST**

### **9.1 Calculation of interest**

- (a) Subject to Clause 9.2 (c) below, each Outstanding Bond will in the period up to the Last Conversion Date accrue interest at the Interest Rate on the Nominal Amount for each Interest Period, commencing on and including the first date of the Interest Period, and ending on but excluding the last date of the Interest Period.
- (b) Interest shall be calculated on the basis of a 360-day year comprised of twelve months of 30 days each (30/360-days basis), adjusted in accordance with section 4.16 (f) of the 2006 ISDA Definitions.
- (c) The Compensation Bonds will accrue interest from and including the Compensation Bonds Issue Date until the first subsequent Interest Payment Date, and thereafter in accordance with paragraph a) above.

## 9.2 Payment of interest

- (a) Interest shall fall due on each Interest Payment Date for the corresponding preceding Interest Period and, with respect to accrued interest on the principal amount then due and payable, on each Repayment Date.
- (b) Subject to paragraph (c) below, interest shall be settled through the issuance of additional Bonds to the Bondholders (the "**Additional Bonds**") or increase of the Nominal Amount in accordance with the applicable regulations of the CSD. Any Additional Bonds or increase of Nominal Amount will be allocated pro rata to the Bondholders, provided that the total number of Additional Bonds allocated to a Bondholder shall be rounded down to the nearest USD 1.
- (c) Notwithstanding paragraph (b) above, the Issuer may in its sole discretion elect to make an interest payment for any Interest Period in cash by notifying the Paying Agent and the Bond Trustee at least 5 Business Days prior to the applicable Interest Payment Date. For any Interest Period for which this cash payment option is exercised, the interest rate shall be equal to the Cash Interest Rate.

## 10. REDEMPTION AND REPURCHASE OF BONDS

### 10.1 Redemption of Bonds on Maturity Date

Any Outstanding Bonds not previously redeemed or converted to Shares will mature in full on the Maturity Date and shall be redeemed by the Issuer on the Maturity Date at a price equal to 100 per cent. of the Nominal Amount.

### 10.2 Mandatory share settlement redemption of Bonds by the Issuer

- (a) The Issuer shall, subject to not exercising the Last Conversion Call Option in paragraph (b) of Clause 10.3 (*Voluntary Early Redemption - Issuer's Call Options*), redeem all of the Outstanding Bonds (the "**Share Settlement Redemption**") on the Last Conversion Date by giving notice to the Bond Trustee and the Bondholders (via the CSD) not more than 30 nor less than 10 calendar days prior to the Last Conversion Date.
- (b) The Issuer shall complete the Share Settlement Redemption by issuing or transferring and delivering to the relevant Bondholder such number of Shares as is determined by dividing the aggregate principal amount and accrued but unpaid interest of such Bondholder's Bonds by the Current Value in effect on the Valuation Date. Any excess amount beyond the whole number of shares covered by the bonds shall fall to the Issuer.
- (c) For the purpose of this Clause 10.2:

"**Valuation Date**" means the date falling 3 Dealing Days prior to the Last Conversion Date.

"**Current Value**" in respect of a Share on the Valuation Date shall mean 99 per cent of the average of the Volume Weighted Average Price of the Share for the 20 consecutive Dealing Days ending on the Valuation Date, translated into USD using the Prevailing Rate.

### 10.3 Voluntary Early Redemption - Issuer's Call Options

- (a) The Issuer may redeem all but not only some of the Outstanding Bonds (the “**Soft Call Option**”) in cash by irrevocable written notice to the Bond Trustee on any Business Day from and including the date falling 24 months after the Compensation Bonds Issue Date at a price equal to 100 per cent. of the Nominal Amount for each redeemed Bond (plus accrued but unpaid interest up to but excluding the Call Option Repayment Date), provided that the Parity Value on each of at least twenty (20) consecutive Dealing Days ending not earlier than the Dealing Day prior to the date of the Soft Call Option notice, have exceeded USD 130,000. The exercise of the Soft Call Option by the Issuer shall not restrict the Bondholders from exercising their conversion rights under these Bond Terms.

“**Parity Value**” means, in respect of any Dealing Day, the USD amount calculated as follows:

$$PV = N \times VWAP$$

where:

PV: the Parity Value.

N: the number of Shares determined by dividing USD 100,000 by the Conversion Price in effect on such Dealing Day (rounded down, if necessary, to the nearest whole Share).

VWAP: the Volume Weighted Average Price of a Share on such Dealing Day (provided that if on any such Dealing Day the Shares shall have been quoted cum-Dividend or cum-any other entitlement, the closing price on such Dealing Day shall be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Share as at the date of first public announcement of such Dividend or entitlement (or, if that is not a Dealing Day, the immediately preceding Dealing Day)), translated into USD at the Prevailing Rate on such Dealing Day.

- (b) Notwithstanding Clause 10.2 (*Mandatory share settlement redemption of Bonds by the Issuer*) above, the Issuer may redeem some or all of the Outstanding Bonds (the “**Last Conversion Call Option**”) in cash, by sending an irrevocable written notice to the Bond Trustee on any Business Day not being earlier than 30 calendar days and not being later than 10 calendar days prior to the Last Conversion Date, at a price equal to the higher of (i) 100 per cent. of the Nominal Amount for each redeemed Bond and (ii) the arithmetic average for the preceding 20 Dealing Days (prior to the date of the call option notice) of Last Call Parity Value (as defined below), together with all accrued and unpaid interest up to but excluding the Call Option Repayment Date. The Bondholders will not have the right to exercise their conversion rights following exercise by the Issuer of the Last Conversion Call Option, unless the Last Conversion Call Option is only exercised for some of the Outstanding Bonds, in which case the conversion right will remain effective for the Bonds that are not subject to the Last Conversion Call Option.

“**Last Call Parity Value**” means, in respect of any Dealing Day, the USD amount calculated as follows:

$$PV = N \times VWAP$$

where:

PV: the Last Call Parity Value.

N: the number determined by dividing the Nominal Amount by the Conversion Price in effect on such Dealing Day.

VWAP: the Volume Weighted Average Price of a Share on such Dealing Day (provided that if on any such Dealing Day the Shares shall have been quoted cum-Dividend or cum-any other entitlement, the closing price on such Dealing Day shall be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Share as at the date of first public announcement of such Dividend or entitlement (or, if that is not a Dealing Day, the immediately preceding Dealing Day)), translated into USD at the Prevailing Rate on such Dealing Day.

- (c) Any Call Option which is exercised by the Issuer shall specify the proposed Call Option Repayment Date being (i) for the Soft Call Option, no less than 20 Business Days and no more than 30 Business Days after the date of such notice and (ii) for the Last Conversion Call Option, no less than 5 calendar days and no more than 10 calendar days after the date of such notice, but in no event after the Last Conversion Date.

#### 10.4 **Mandatory redemption option due to a Change of Control Event**

- (a) Upon the occurrence of a Change of Control Event, each Bondholder will have the right, at its option (the “**Put Option**”), to either:
- (i) require that the Issuer redeems all or some of the Bonds held by that Bondholder at a price equal to 101 per cent. of the Nominal Amount (plus accrued but unpaid interest up to but excluding the Put Option Redemption Date), or
- (ii) convert its Bonds at the “**Change of Control Conversion Price**”, which shall be calculated by the Issuer as set out below, but in each case adjusted, if required by these Bond Terms, under the provisions of Clause 12 (*Conversion Terms*) or Clause 13 (*Adjustment of the Conversion Price*):

$$COCCP = \frac{[RP \times (N - n)] + [(OCP \times n)]}{N}$$

where:

COCCP: is the Change of Control Conversion Price;

RP: is the Reference Share Price;

OCP: is the current Conversion Price;

N: is the number of calendar days from (and including) the Compensation Bonds Issue Date to (but not including) the Last Conversion Date;

n: is the number of calendar days from (and including) the Compensation Bonds Issue Date to (but excluding) the date of the Change of Control Event.

- (b) The Put Option must be exercised within 60 calendar days after the Issuer has given notice to the Bond Trustee and the Bondholders that a Change of Control Event has occurred pursuant to Clause 15.3 (*Change of Control Event*) (the "**Change of Control Exercise Period**"). Once notified, the Bondholders' right to exercise the Put Option is irrevocable and will not be affected by any subsequent events related to the Issuer.
- (c) Each Bondholder may exercise its Put Option by written notice to its account manager for the CSD, who will notify the Paying Agent of the exercise of the Put Option. The Put Option Redemption Date will be the 10<sup>th</sup> Business Day after the end of the Change of Control Exercise Period. The settlement of the Put Option will be based on each Bondholders holding of Bonds at the Put Option Redemption Date.
- (d) In the event of the conversion of Bonds pursuant to paragraph (a) (ii) above, the Issuer shall as soon as possible, but in no event later than on the Put Option Redemption Date, issue to and in the names of the relevant Bondholder the number of Shares which are necessary in order to fulfil the Issuer's obligations to issue new Shares to the relevant Bondholder pursuant to its Conversion Rights. The number of Shares required to be issued shall be determined by dividing the Nominal Amount of the Bonds by the Change of Control Conversion Price in effect on the relevant Exercise Date. For the avoidance of doubt, the provisions of Clause 12.5 (*Effectuation of Conversion Rights*) shall apply mutatis mutandis to a conversion of Bonds pursuant to this Clause.

#### **10.5 Issuer's clean up call option**

If Bonds representing more than 90 per cent. of the Bonds (including as issued at the Compensation Bonds Issue Date) have been redeemed or converted into Shares, the Issuer is entitled to repurchase all the remaining Outstanding Bonds at their Nominal Amount (plus accrued unpaid interest) by notifying the remaining Bondholders. Such notice sent by the Issuer is irrevocable and shall specify the repayment date for such clean up call (a "**Clean Up Call Option Repayment Date**"), such Clean Up Call Option Repayment Date not to be earlier than 20 Business Days following such notice. Each Bondholder may, within the Conversion Period, elect to exercise its Conversion Right after having received the Issuer's clean up call notice.

#### **10.6 Early redemption option due to a tax event**

If the Issuer is or will be required to gross up any withheld tax imposed by law from any payment in respect of the Bonds under the Finance Documents pursuant to Clause 8.4 (*Taxation*) as a result of a change in applicable law implemented after these Bond Terms, the Issuer will have the right to redeem all, but not only some, of the Outstanding Bonds at a price equal to 100 per cent. of the Nominal Amount. The Issuer shall give written notice of such

redemption to the Bond Trustee and the Bondholders at least 20 Business Days prior to the Tax Event Repayment Date, provided that no such notice shall be given earlier than 60 calendar days prior to the earliest date on which the Issuer would be obliged to withhold such tax were a payment in respect of the Bonds then due.

A Bondholder may, by written notice to the Issuer at any time from receipt of written notice from the Issuer in accordance with the above to and including the day falling 10 Business Days prior to the redemption date, elect that its Bonds shall not be redeemed and that the gross-up provision requiring the Issuer to pay additional amounts shall not apply in respect of any payment of interest to be made on such Bonds which falls due after the relevant redemption date.

## **11. PURCHASE AND TRANSFER OF BONDS**

### **11.1 Issuer's purchase of Bonds**

The Issuer may purchase and hold Bonds and such Bonds may be retained, sold or cancelled in the Issuer's sole discretion.

### **11.2 Restrictions**

- (a) Certain purchase or selling restrictions may apply to Bondholders under applicable local laws and regulations from time to time. Neither the Issuer nor the Bond Trustee shall be responsible to ensure compliance with such laws and regulations and each Bondholder is responsible for ensuring compliance with the relevant laws and regulations at its own cost and expense.
- (b) A Bondholder who has purchased Bonds in breach of applicable restrictions may, notwithstanding such breach, benefit from the rights attached to the Bonds pursuant to these Bond Terms (including, but not limited to, voting rights), provided that the Issuer shall not incur any additional liability by complying with its obligations to such Bondholder.

## **12. CONVERSION TERMS**

### **12.1 Exercise of Conversion Rights**

- (a) Each Bondholder may exercise one or more of his Conversion Right(s) at the Conversion Price at any time during the Conversion Period, provided that notification thereof is given pursuant to Clause 12.4 (*Exercise notice*).
- (b) A Conversion Right may only be exercised in respect of the whole of the Nominal Amount of a Bond.
- (c) Conversion Rights may not be exercised (i) following the giving of notice by the Bond Trustee pursuant to Clause 17.2 (*Acceleration of Bonds*) or (ii) in respect of a Bond which the relevant Bondholder has exercised its right to require the Issuer to redeem pursuant to the terms set forth in these Bond Terms.

### **12.2 Separation of the Conversion Right**

The Conversion Right cannot be separated from the Bond.

### **12.3 Number of Shares issued**

The number of Shares to be issued on exercise of a Conversion Right shall be determined by dividing the Nominal Amount of the relevant Bond or Bonds by the Conversion Price in effect on the relevant Exercise Date. The Conversion Price shall be subject to adjustment pursuant to Clause 10.4 (*Redemption at the Option of a Bondholder due to a Change of Control Event*), Clause 13 (*Adjustment of the Conversion Price*) and Clause 14 (*Mergers and de-mergers*).

### **12.4 Exercise notice**

In order to exercise a Conversion Right, the Bondholder shall deliver to the specified office of the Paying Agent (via its account manager) a duly completed, irrevocable and signed exercise notice. If such delivery is made after the end of normal business hours or on a day which is not a business day in the place of the specified office of the Paying Agent, such delivery shall be deemed for purposes of these Bond Terms to have been on the next business day following such delivery day. Request for conversion takes place by the Bondholder notifying his account manager of the number of Bonds which shall be converted. The account manager will then promptly forward the request to the Issuer (via the Paying Agent).

### **12.5 Effectuation of Conversion Rights**

- (a) Conversion will be effected by a set-off of the aggregate Nominal Amount of the Bonds to be converted against the issuing of the whole number of Shares resulting from dividing the Nominal Amount of all the Bonds to be converted by the Conversion Price. Any excess amount beyond the whole number of Shares converted by the Bonds shall fall to the Issuer and accordingly fractions of Shares will not be issued or transferred upon exercise of a Conversion Right and no cash payment will be made in lieu thereof. Where Conversion Rights are exercised by a Bondholder in respect of more than one Bond, the number of Shares to be issued will be determined on the basis of the aggregate Nominal Amount of such Bonds
- (b) The Issuer shall pay all (if any) taxes and capital, stamp issue and registration duties payable in Norway arising on conversion and on the issue and delivery of Shares upon conversion. A Bondholder exercising Conversion Rights must pay directly to the relevant authorities all (if any) taxes and capital, stamp, issue and registration duties payable in any jurisdictions other than Norway and arising on conversion of the Bonds and on the issue and delivery of Shares upon such conversion. Such Bondholder must also pay all taxes and capital, stamp issue and registration duties (if any) imposed on it and arising by reference to any disposal or deemed disposal of a Bond or any interest therein in connection with the exercise of Conversion Rights.
- (c) Interest accrued since the last Interest Payment Date but not due on a Conversion Date, shall not be payable in cash nor kind to the Bondholders, but shall accrue to the Issuer unless the Conversion Date shall fall on a Payment Date or a Bondholder is exercising its Conversion Right following the Issuer having exercised its option to redeem the Bonds under Clauses 10.2, 10.3, 10.4, 10.5 or 10.6, in which case interest due shall be paid to the relevant Bondholder.
- (d) The Issuer shall (if relevant via the Paying Agent) on or prior to or with effect from the Conversion Date (i) carry the conversion into effect by, at its own discretion, issuing the relevant number of new Shares or transferring existing Shares to the converting

Bondholder or his nominee, (ii) ensure the due registration of such Shares in the CSD (at the account of the converting Bondholder) and listing of such Shares on the Relevant Stock Exchange and any other stock exchange on which the Shares may then be listed or quoted or dealt in (and shall deliver any such documents and do any acts necessary in relation thereto), but this obligation to list such Shares shall not be considered as being breached as a result of a Change of Control (whether or not recommended or approved by the board of directors of the Issuer) that causes or gives rise to, whether following the operation of any applicable compulsory acquisition provision or otherwise including the request of the person or persons controlling the Issuer as a result of the Change of Control, a de-listing of the Shares, and (iii) ensure that the Outstanding Bonds shall be written down. Upon the issuance or transfer of the Shares on conversion of any Bonds in accordance with the terms of these Bond Terms, the Issuer shall have no further liability in respect of such Bonds.

#### **12.6 Shares to rank *pari passu***

Shares issued or transferred upon conversion of the Bonds will be fully paid and will in all respects rank *pari passu* with the Shares in issue on the relevant Conversion Date or, in the case of Additional Shares, on the relevant Reference Date, except in any such case for any right excluded by mandatory provisions of applicable law and except that such Shares or, as the case may be, Additional Shares will not rank for any rights, distributions or payments the record date (or other due date for the establishment of entitlement) for which falls prior to the relevant Conversion Date or, as the case may be, the relevant Reference Date.

#### **13. ADJUSTMENT OF THE CONVERSION PRICE**

Upon the occurrence of any of the events described below, the Conversion Price shall be adjusted as follows:

- (a) If and whenever there shall be a consolidation, reclassification or subdivision affecting the number of Shares in issue, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such consolidation, reclassification or subdivision by the following fraction:

$$\frac{A}{B}$$

where:

- A is the aggregate number of Shares in issue immediately before such consolidation, reclassification or subdivision, as the case may be; and
- B is the aggregate number of Shares in issue immediately after, and as a result of, such consolidation, reclassification or subdivision, as the case may be.

Such adjustment shall become effective on the date the consolidation, reclassification or subdivision, as the case may be, takes effect.

- (b) If and whenever the Issuer shall issue any Shares credited as fully paid to the Shareholders by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) other than (1) where any such Shares



are or are to be issued instead of the whole or part of a Dividend in cash which the Shareholders would or could otherwise have elected to receive, (2) where the Shareholders may elect to receive a Dividend in cash in lieu of such Shares or (3) where any such Shares are or are expressed to be issued in lieu of a Dividend (whether or not a cash Dividend equivalent or amount is announced or would otherwise be payable to Shareholders, whether at their election or otherwise), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such issue by the following fraction:

$$\frac{A}{B}$$

where:

- A is the aggregate nominal amount of the Shares in issue immediately before such issue; and
- B is the aggregate nominal amount of the Shares in issue immediately after such issue.

Such adjustment shall become effective on the date of issue of such Shares.

- (c) If and whenever the Issuer shall pay or make any Dividend to the Shareholders where the Effective Date in respect of which falls on or after the Effective Time, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

- A is the Current Market Price of one Share on the first date on which the Shares are traded ex- the relevant Dividend on the Relevant Stock Exchange or, in the case of a purchase of Shares or any receipts or certificates representing Shares by or on behalf of the Issuer or any Subsidiary of the Issuer, is the Current Market Price of one Share on the date on which such Shares are purchased or, in the case of a Spin-Off, is the mean of the Volume Weighted Average Prices of a Share for the five consecutive Dealing Days ending on the Dealing Day immediately preceding the first date on which the Shares are traded ex- the relevant Spin-Off on the Relevant Stock Exchange; and
- B is the portion of the Fair Market Value, with such portion being determined by dividing the Fair Market Value of the aggregate Dividend by the number of Shares entitled to receive the relevant Dividend (or, in the case of a purchase of Shares or any receipts or certificates representing shares by or on behalf of the Issuer or any

Subsidiary of the Issuer, by the number of Shares in issue immediately prior to such purchase), of the Dividend attributable to one Share.

Such adjustment shall become effective on the first date on which the Shares are traded ex- the relevant Dividend on the Relevant Stock Exchange or, in the case of a purchase of Shares or any receipts or certificates representing Shares, on the date such purchase is made or, in the case of a Spin-Off, the first date on which the Shares are traded ex- the relevant Spin-Off.

For the purposes of the above, the Fair Market Value of a Cash Dividend shall (subject as provided in paragraph (a) of the definition of “Dividend” and in the definition of “Fair Market Value”) be determined as at the first date on which the Shares are traded ex- the relevant Dividend on the Relevant Stock Exchange, and in the case of a Non-Cash Dividend, the Fair Market Value of the relevant Dividend shall be the Fair Market Value of the relevant Spin-Off Securities or, as the case may be, the relevant property or assets.

“**Non-Cash Dividend**” means any Dividend which is not a Cash Dividend, and shall include a Spin-Off.

“**Cash Dividend**” means (i) any Dividend which is to be paid or made in cash (in whatever currency), but other than falling within paragraph (b) of the definition of “Spin-Off” and (ii) any Dividend determined to be a Cash Dividend pursuant to paragraph (a) of the definition of “Dividend”, and for the avoidance of doubt, a Dividend falling within paragraph (c), (d) or (e) of the definition of “Dividend” shall be treated as being a Non-Cash Dividend.

- (d) If and whenever the Issuer shall issue Shares to Shareholders as a class by way of rights, or issue or grant to Shareholders as a class by way of rights, any options, warrants or other rights to subscribe for or purchase any Shares or any Securities which by their terms carry (directly or indirectly) rights of conversion into, or exchange or subscription for, Shares (or shall grant any such rights in respect of existing Securities so issued) in each case at a price per Share which is less than 95 per cent. of the Current Market Price per Share on the first Dealing Day on which the Shares are traded ex- the relevant issue on the Relevant Stock Exchange, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Shares in issue on the Effective Date;
- B is the number of Shares which the aggregate amount (if any) payable for the Shares issued by way of rights, or for the Securities issued by way of rights, or for the options or warrants or other rights issued by

way of rights and for the total number of Shares deliverable on the exercise thereof, would purchase at such Current Market Price per Share; and

C is the number of Shares issued or, as the case may be, the maximum number of Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights or upon conversion or exchange or exercise of rights of subscription or purchase in respect thereof at the initial conversion, exchange, subscription or purchase price or rate,

provided that if at the time of issue of the relevant Securities or the date of grant of such rights (as used in this paragraph (d), the “**Specified Date**”) such number of Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription are exercised or at such other time as may be provided) then for the purposes of this paragraph (d), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition or other variable feature had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this paragraph (d), the first date on which the Shares are traded ex-rights, ex-options or ex-warrants on the Relevant Stock Exchange.

- (e) If and whenever the Issuer shall issue any Securities (other than Shares or options, warrants or other rights to subscribe for or purchase any Shares) to Shareholders as a class by way of rights or grant to Shareholders as a class by way of rights any options, warrants or other rights to subscribe for or purchase any Securities (other than Shares or options, warrants or other rights to subscribe for or purchase Shares), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date the following fraction:

$$\frac{A - B}{A}$$

where:

A is the Current Market Price of one Share on the Effective Date; and

B is the Fair Market Value on the Effective Date of the portion of the rights attributable to one Share.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this paragraph (e), the first date on which the Shares are traded ex- the relevant Securities on the Relevant Stock Exchange.

- (f) If and whenever the Issuer shall issue (otherwise than as mentioned in paragraph (d) above) wholly for cash or for no consideration any Shares (other than Shares issued on conversion of the Bonds or on the exercise of any rights of conversion into, or exchange or subscription for or purchase of, Shares) or issue or grant (otherwise than as mentioned in paragraph (d) above) wholly for cash or for no consideration any options, warrants or other rights to subscribe for or purchase any Shares (other than the Bonds), in each case at a price per Share which is less than 95 per cent. of the Current Market Price per Share on the Effective Date, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such issue or grant by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Shares in issue immediately before the issue of such Shares or the grant of such options, warrants or rights;
- B is the number of Shares which the aggregate consideration (if any) receivable for the issue of such Shares or, as the case may be, for the Shares to be issued or otherwise made available upon the exercise of any such options, warrants or rights, would purchase at such Current Market Price per Share; and
- C is the number of Shares to be issued pursuant to such issue of such Shares or, as the case may be, the maximum number of Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights,

provided that if at the time of issue of the relevant Securities or the date of grant of such rights (as used in this paragraph (f), the “**Specified Date**”) such number of Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such options, warrants or other rights to subscribe for or purchase any Shares are converted or exchanged or rights of subscription are exercised or at such other time as may be provided) then for the purposes of this paragraph (f), “*C*” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition or other variable feature had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this paragraph (f), the date of issue of such Shares or, as the case may be, the grant of such options, warrants or rights.

- (g) If and whenever the Issuer or any Subsidiary of the Issuer or (at the direction or request of or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) any

other company, person or entity (otherwise than as mentioned in paragraph (d), (e) or (f) above) shall issue wholly for cash or for no consideration any Securities (other than the Bonds), which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, Shares (or shall grant any such rights in respect of existing Securities so issued) or Securities which by their terms might be redesignated as Shares, and the consideration per Share receivable upon conversion, exchange, subscription or redesignation is less than 95 per cent. of the Current Market Price per Share on the Effective Date, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such issue (or grant) by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Shares in issue immediately before such issue or grant (but where the relevant Securities carry rights of conversion into or rights of exchange or subscription for Shares which have been issued by the Issuer for the purposes of or in connection with such issue, less the number of such Shares so issued);
- B is the number of Shares which the aggregate consideration (if any) receivable for the Shares to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription attached to such Securities or, as the case may be, for the Shares to be issued or to arise from any such redesignation would purchase at such Current Market Price per Share; and
- C is the maximum number of Shares to be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such right of subscription attached thereto at the initial conversion, exchange or subscription price or rate or, as the case may be, the maximum number of Shares which may be issued or arise from any such redesignation,

provided that if at the time of issue of the relevant Securities or date of grant of such rights (as used in this paragraph (g) the “**Specified Date**”) such number of Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription are exercised or, as the case may be, such Securities are redesignated or at such other time as may be provided) then for the purposes of this paragraph (g), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition or, as the case may be, redesignation had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this paragraph (g), the date of issue of such Securities or, as the case may be, the grant of such rights.

- (h) If and whenever there shall be any modification of the rights of conversion, exchange or subscription attaching to any such Securities (other than the Bonds) as are mentioned in paragraph (g) above (other than in accordance with the terms (including terms as to adjustment) applicable to such Securities upon issue) so that following such modification the consideration per Share receivable has been reduced and is less than 95 per cent. of the Current Market Price per Share on the Effective Date, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Shares in issue immediately before such modification (but where the relevant Securities carry rights of conversion into or rights of exchange or subscription for Shares which have been issued, purchased or acquired by the Issuer or any Subsidiary of the Issuer (or at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) for the purposes of or in connection with such issue, less the number of such Shares so issued, purchased or acquired);
- B is the number of Shares which the aggregate consideration (if any) receivable for the Shares to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription attached to the Securities so modified would purchase at such Current Market Price per Share or, if lower, the existing conversion, exchange or subscription price of such Securities; and
- C is the maximum number of Shares which may be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such rights of subscription attached thereto at the modified conversion, exchange or subscription price or rate but giving credit in such manner as an Independent Financial Adviser shall consider appropriate for any previous adjustment under this paragraph (h) or paragraph (g) above,

provided that if at the time of such modification (as used in this paragraph (h) the “**Specified Date**”) such number of Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription are exercised or at such other time as may be provided) then for the purposes of this paragraph (h), “C” shall be determined by the application of such

formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange or subscription had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this paragraph (h), the date of modification of the rights of conversion, exchange, subscription, purchase or acquisition attaching to such Securities.

- (i) If and whenever the Issuer or any Subsidiary of the Issuer or (at the direction or request of or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) any other company, person or entity shall offer any Securities in connection with which offer Shareholders as a class are entitled to participate in arrangements whereby such Securities may be acquired by them (except where the Conversion Price falls to be adjusted under paragraph (b), (c), (d), (f) or (g) above (or would fall to be so adjusted if the relevant issue or grant was at less than 95 per cent. of the Current Market Price per Share on the relevant Dealing Day) or under paragraph (e) above the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

A is the Current Market Price of one Share on the Effective Date; and

B is the Fair Market Value on the Effective Date of the relevant offer attributable to one Share.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this paragraph (i), the first date on which the Shares are traded ex-rights on the Relevant Stock Exchange.

- (j) Notwithstanding the foregoing provisions, where the events or circumstances giving rise to any adjustment pursuant to this Clause 13 (*Adjustment of the Conversion Price*) have already resulted or will result in an adjustment to the Conversion Price or where the events or circumstances giving rise to any adjustment arise by virtue of any other events or circumstances which have already given or will give rise to an adjustment to the Conversion Price or where more than one event which gives rise to an adjustment to the Conversion Price occurs within such a short period of time that, in the opinion of the Bond Trustee, a modification to the operation of the adjustment provisions is required to give the intended result, such modification shall be made to the operation of the adjustment provisions as may be advised by an Independent Financial Adviser to be in its opinion appropriate to give the intended result.
- (k) For the purpose of any calculation of the consideration receivable or price pursuant to paragraphs (d), (f), (g) and (h), the following provisions shall apply:

- (i) the aggregate consideration receivable or price for Shares issued for cash shall be the amount of such cash;
  - (ii) (x) the aggregate consideration receivable or price for Shares to be issued or otherwise made available upon the conversion or exchange of any Securities shall be deemed to be the consideration or price received or receivable for any such Securities and (y) the aggregate consideration receivable or price for Shares to be issued or otherwise made available upon the exercise of rights of subscription attached to any Securities or upon the exercise of any options, warrants or rights shall be deemed to be that part (which may be the whole) of the consideration or price received or receivable for such Securities or, as the case may be, for such options, warrants or rights which are attributed by the Issuer to such rights of subscription or, as the case may be, such options, warrants or rights or, if no part of such consideration or price is so attributed, the Fair Market Value of such rights of subscription or, as the case may be, such options, warrants or rights as at the Effective Date, plus in the case of each of (x) and (y) above, the additional minimum consideration receivable or price (if any) upon the conversion or exchange of such Securities, or upon the exercise of such rights or subscription attached thereto or, as the case may be, upon exercise of such options, warrants or rights and (z) the consideration receivable or price per Share upon the conversion or exchange of, or upon the exercise of such rights of subscription attached to, such Securities or, as the case may be, upon the exercise of such options, warrants or rights shall be the aggregate consideration or price referred to in (x) or (y) above (as the case may be) divided by the number of Shares to be issued upon such conversion or exchange or exercise at the initial conversion, exchange or subscription price or rate;
  - (iii) if the consideration or price determined pursuant to paragraph (k) (i) or (ii) above (or any component thereof) shall be expressed in a currency other than USD it shall be converted into USD at such rate of exchange as may be determined in good faith by an Independent Financial Adviser to be the Prevailing Rate on the relevant Effective Date; and
  - (iv) in determining consideration or price pursuant to the above, no deduction shall be made for any commissions or fees (howsoever described) or any expenses paid or incurred for any underwriting, placing or management of the issue of the relevant Shares or Securities or otherwise in connection therewith.
- (l) If the Conversion Date in relation to the conversion of any Bond shall be after the record date or other due date for any consolidation or sub-division as is mentioned in paragraph (a) above, or after the record date or other due date for the establishment of entitlement for any such issue, distribution, grant or offer (as the case may be) as is mentioned in paragraphs (b), (c), (d), (e) or (i), or after any such issue or grant as is mentioned in paragraphs (f) and (g), in any case in circumstances where the relevant Conversion Date falls before the relevant adjustment becomes effective under Clause 13 (*Adjustment of the Conversion Price*) (such adjustment, a “**Retroactive Adjustment**”), then the Issuer shall (conditional upon the relevant adjustment becoming effective) procure that there



shall be issued or delivered to the converting Bondholder, such additional number of Shares (if any) (the “**Additional Shares**”) as, together with the Shares issued or to be issued or delivered on conversion of the relevant Bond (together with any fraction of a Share not so issued), is equal to the number of Shares which would have been required to be issued or delivered on conversion of such Bond if the relevant adjustment (more particularly referred to in the said provisions of Clause 13 (*Adjustment of the Conversion Price*)) to the Conversion Price had in fact been made and become effective immediately prior to the relevant Conversion Date, provided that if the relevant Bondholder shall be entitled to receive the relevant Dividend in respect of the Shares to be issued or delivered to it, then no such Retroactive Adjustment shall be made in relation to such Dividend and the relevant Bondholder shall not be entitled to receive Additional Shares in relation thereto. Additional Shares will be delivered to Bondholders not later than 10 Business Days following the date the relevant Retroactive Adjustment becomes effective (the “**Reference Date**”).

- (m) No adjustment will be made to the Conversion Price where Shares or other Securities (including rights, warrants and options) are issued, offered, exercised, allotted, appropriated, modified or granted to, or for the benefit of, employees or former employees (including Directors holding or formerly holding executive office or the personal service company of any such person) or their spouses or relatives, in each case, of the Issuer or any of its Subsidiaries or any associated company or to trustees to be held for the benefit of any such person, in any such case pursuant to any employees’ share or option scheme.
- (n) On any adjustment, the resultant Conversion Price, if not an integral multiple of USD 0.0001, shall be rounded down to the nearest whole multiple of USD 0.0001. No adjustment shall be made to the Conversion Price where such adjustment (rounded down if applicable) would be less than one per cent. of the Conversion Price then in effect. Any adjustment not required to be made, and/or any amount by which the Conversion Price has been rounded down, shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time.

Notice of any adjustments to the Conversion Price shall be given by the Issuer to Bondholders and the Bond Trustee promptly after the determination thereof.

The Conversion Price shall not in any event be reduced to below the nominal value of the Shares and the Issuer undertakes that it shall not take any action, and shall procure that no action is taken, that would otherwise result in an adjustment to the Conversion Price to below such nominal value.

- (o) If changes are made in the share capital other than those mentioned above, which are unfavourable to the Bondholders compared to the Shareholders, the Bond Trustee and the Issuer shall agree on a new Conversion Price. This also applies to other transactions, which are unfavourable to the Bondholders compared to the Shareholders.
- (p) If an adjustment of the Conversion Price requires a conversion to USD, the exchange rate shall be the Prevailing Rate on the date triggering such adjustments. For the

avoidance of doubt, when calculating weighted averages over several days, each day should apply the Prevailing Rate for that day.

#### **14. MERGERS AND DE-MERGERS**

- (a) In the case of any consolidation, amalgamation or merger of the Issuer with any other corporation (other than a consolidation, amalgamation or merger in which the Issuer is the continuing corporation), or in the case of any sale or transfer of all, or substantially all, of the assets of the Issuer, the Issuer will take such steps as shall be required by the Bond Trustee (including the execution of an agreement supplemental to or amending the Bond Terms) to ensure that each Bond then outstanding will (during the period in which Conversion Rights may be exercised) be converted into the class and amount of shares and other securities and property receivable upon such consolidation, amalgamation, merger, sale or transfer by a holder of the number of Shares which would have become liable to be issued upon exercise of Conversion Rights immediately prior to such consolidation, amalgamation, merger, sale or transfer. Such supplemental agreement deed will provide for adjustments which will be as nearly equivalent as may be practicable to the adjustments provided for in Clause 13 (*Adjustment of the Conversion Price*). The above will apply, *mutatis mutandis* to any subsequent consolidations, amalgamations, mergers, sales or transfers.
- (b) The provisions in this Clause 14 (*Mergers and de-mergers*) have no limitation on the creditor's right of objection to the merger or de-merger.

#### **15. INFORMATION UNDERTAKINGS**

##### **15.1 Financial Reports**

- (a) The Issuer shall prepare Annual Financial Statements in the English language and make them available on its website (alternatively on another relevant information platform) as soon as they become available, and not later than 120 days after the end of the financial year.
- (b) The Issuer shall prepare Interim Accounts in the English language and make them available on its website (alternatively on another relevant information platform) as soon as they become available, and not later than 60 days after the end of the relevant interim period.

##### **15.2 Requirements as to Financial Reports**

- (a) The Issuer shall supply to the Bond Trustee, in connection with the publication of its Financial Reports pursuant to Clause 15.1 (*Financial Reports*), a Compliance Certificate with a copy of the Financial Reports attached thereto. The Compliance Certificate shall be duly signed by the chief executive officer or the chief financial officer of the Issuer, certifying inter alia that the Interim Accounts are fairly representing its financial condition as at the date of those financial statements.
- (b) The Issuer shall procure that the Financial Reports delivered pursuant to Clause 15.1 (*Financial Reports*) are prepared using GAAP consistently applied.

### **15.3 Change of Control Event**

The Issuer shall inform the Bond Trustee in writing as soon as possible after becoming aware that a Change of Control Event has occurred.

### **15.4 Information: Miscellaneous**

The Issuer shall:

- (a) promptly inform the Bond Trustee in writing of any Event of Default or any event or circumstance which the Issuer understands or could reasonably be expected to understand may lead to an Event of Default and the steps, if any, being taken to remedy it;
- (b) at the request of the Bond Trustee, report the balance of the Issuer's Bonds (to the best of its knowledge, having made due and appropriate enquiries);
- (c) send the Bond Trustee copies of any statutory notifications of the Issuer, including but not limited to in connection with mergers, de-mergers and reduction of the Issuer's share capital or equity;
- (d) if the Bonds are listed on an Exchange, send a copy to the Bond Trustee of its notices to the Exchange;
- (e) if the Issuer and/or the Bonds are rated, inform the Bond Trustee of its and/or the rating of the Bonds, and any changes to such rating;
- (f) inform the Bond Trustee of changes in the registration of the Bonds in the CSD;
- (g) within a reasonable time, provide such information about the Issuer's and the Group's business, assets and financial condition as the Bond Trustee may reasonably request;
- (h) of its own accord, inform the Bond Trustee of any event that results in an adjustment of the Conversion Price promptly thereafter; and
- (i) following the occurrence of a Change of Control Event, within 14 calendar days after the Issuer becomes aware of it, notify the Bondholders (via the CSD), the Bond Trustee and (if listed) the Exchange thereof. The notice shall specify (i) the applicable Change of Control Conversion Price and early redemption price, (ii) the Bondholders' entitlement to exercise their Conversion Rights or to exercise their right to require redemption of the Bonds, (iii) the Change of Control Exercise Period and (iv) relevant details concerning the Change of Control.

## **16. GENERAL UNDERTAKINGS**

The Issuer undertakes to (and shall, where applicable, procure that the other Group Companies will) comply with the undertakings set forth in this Clause 16 (*General Undertakings*).

### **16.1 Authorisations**

The Issuer shall, and shall procure that each other Group Company will, in all material respects obtain, maintain and comply with the terms of any authorisation, approval, license and consent

required for the conduct of its business as carried out from time to time if a failure to do so would have Material Adverse Effect.

#### **16.2 Compliance with laws**

The Issuer shall, and shall procure that each other Group Company will, comply in all material respects with all laws and regulations to which it may be subject from time to time, if failure so to comply would have a Material Adverse Effect.

#### **16.3 Continuation of business**

The Issuer shall procure that no material change is made to the general nature of the business from that carried on by the Group at the Issue Date.

#### **16.4 Corporate status**

The Issuer shall not change its type of organization or jurisdiction of incorporation.

#### **16.5 Mergers and de-mergers**

The Issuer shall not, and shall procure that no other Group Company will, carry out:

- (i) any merger or other business combination or corporate reorganisation involving the consolidation of assets and obligations of the Issuer or any other Group Company with any other person; or
- (ii) any demerger or other corporate reorganisation having the same or equivalent effect as a demerger involving the Issuer and any Group Company;

if such merger, demerger, combination or reorganisation would have a Material Adverse Effect.

#### **16.6 Disposals**

The Issuer shall not, and shall procure that no other Group Company will, sell, transfer or otherwise dispose of all or substantially all of its assets (including shares or other securities in any person) or operations, unless such sale, transfer or disposal is carried out in the ordinary course of business and would not have a Material Adverse Effect.

#### **16.7 Related party transactions**

Without limiting Clause 16.2 (*Compliance with laws*), the Issuer shall conduct all business transactions with any Affiliate on an arm's length basis.

#### **16.8 Shares**

- (a) The Issuer shall ensure that all Shares issued upon exercise of the Conversion Right in respect of the Bonds shall be registered in the CSD on the Conversion Date and shall be listed on the Relevant Stock Exchange and any other stock exchange on which the Shares may then be listed or quoted or dealt in as soon as practicable thereafter.
- (b) The Issuer shall not issue any shares other than ordinary, common shares ranking pari passu with the Shares.
- (c) The Issuer shall use its best endeavours to ensure that the Shares shall remain listed on a Relevant Stock Exchange.

- (d) The Issuer shall, during the term of the Bonds, maintain and protect its authority to issue and allot, free from pre-emption rights and at the Conversion Price, the requisite number of Shares that at any time may be required to be issued and allotted upon the exercise by the Bondholders of their Conversion Rights.

## **17. EVENTS OF DEFAULT AND ACCELERATION OF THE BONDS**

### **17.1 Events of Default**

Each of the events or circumstances set out in this Clause 17.1 shall constitute an Event of Default:

*(a) Non-payment*

The Issuer fails to pay any amount payable by it under the Finance Documents when such amount is due for payment, unless:

- (i) its failure to pay is caused by administrative or technical error in payment systems or the CSD and payment is made within 5 Business Days following the original due date; or
- (ii) in the discretion of the Bond Trustee, the Issuer has substantiated that it is likely that such payment will be made in full within 5 Business Days following the original due date.

*(b) Breach of other obligations*

The Issuer does not comply with any provision of the Finance Documents other than set out under paragraph (a) (*Non-payment*) above, unless such failure is capable of being remedied and is remedied within 20 Business Days after the earlier of the Issuer's actual knowledge thereof, or notice thereof is given to the Issuer by the Bond Trustee

*(c) Misrepresentation*

Any representation, warranty or statement (including statements in Compliance Certificates) made under or in connection with any Finance Documents is or proves to have been incorrect, inaccurate or misleading in any material respect when made or deemed to have been made, unless the circumstances giving rise to the misrepresentation are capable of remedy and are remedied within 20 Business Days of the earlier of the Bond Trustee giving notice to the Issuer or the Issuer becoming aware of such misrepresentation.

*(d) Cross default*

If for the Issuer or any Group Company:

- (i) any Financial Indebtedness is not paid when due nor within any originally applicable grace period; or

- (ii) any Financial Indebtedness 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); or
- (iii) any commitment for any Financial Indebtedness is cancelled or suspended by a creditor as a result of an event of default (however described), or
- (iv) any creditor becomes entitled to declare any Financial Indebtedness due and payable prior to its specified maturity as a result of an event of default (however described),

provided however that the aggregate amount of such Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (i) to (iv) above exceeds a total of USD 6,000,000 (or the equivalent thereof in any other currency).

(e) *Insolvency and insolvency proceedings*

The Issuer or any Group Company:

- (i) is Insolvent; or
- (ii) is object of any corporate action or any legal proceedings is taken in relation to:
  - (A) 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) other than a solvent liquidation or reorganization; or
  - (B) a composition, compromise, assignment or arrangement with any creditor which may materially impair the Issuer's ability to perform its payment obligations under these Bond Terms; or
  - (C) the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager or other similar officer of any of its assets; or
  - (D) enforcement of any Security over any of its or their assets having an aggregate value exceeding the threshold amount set out in paragraph 17.1 (d) (*Cross default*) above; or
  - (E) for (A) - (D) above, any analogous procedure or step is taken in any jurisdiction in respect of any such company,

however this shall not apply to any petition which is frivolous or vexatious and is discharged, stayed or dismissed within 20 Business Days of commencement.

(f) *Creditor's process*

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Issuer or any Group Company having an aggregate value exceeding the threshold amount

set out in paragraph 17.1 (d) (*Cross default*) above and is not discharged within 20 Business Days.

(g) *Unlawfulness*

It is or becomes unlawful for the Issuer to perform or comply with any of its obligations under the Finance Documents to the extent this may materially impair:

- (i) the ability of the Issuer to perform its obligations under these Bond Terms; or
- (ii) the ability of the Bond Trustee to exercise any material right or power vested to it under the Finance Documents.

**17.2 Acceleration of the Bonds**

If an Event of Default has occurred and is continuing, the Bond Trustee may, in its discretion in order to protect the interests of the Bondholders, or upon instruction received from the Bondholders pursuant to Clause 17.3 (*Bondholders' instructions*) below, by serving a Default Notice:

- (a) declare that the Outstanding Bonds, 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
- (b) exercise (or direct the Security Agent to exercise) any or all of its rights, remedies, powers or discretions under the Finance Documents or take such further measures as are necessary to recover the amounts outstanding under the Finance Documents.

**17.3 Bondholders' instructions**

The Bond Trustee shall serve a Default Notice pursuant to Clause 17.2 (*Acceleration of the Bonds*) if:

- (a) the Bond Trustee receives a demand in writing from Bondholders representing at least 2/3 of the Voting Bonds, that an Event of Default shall be declared, and a Bondholders' Meeting has not made a resolution to the contrary; or
- (b) the Bondholders' Meeting, by a 2/3 majority decision, has approved the declaration of an Event of Default.

**17.4 Calculation of claim**

The claim derived from the Outstanding Bonds due for payment as a result of the serving of a Default Notice will be calculated at the redemption price set out in Clause 10.1 (*Redemption of Bonds*).

**18. BONDHOLDERS' DECISIONS**

**18.1 Authority of the Bondholders' Meeting**

- (a) A Bondholders' Meeting may, on behalf of the Bondholders, resolve to alter any of these Bond Terms, including, but not limited to, any reduction of principal or interest and any conversion of the Bonds into other capital classes.

- (b) The Bondholders' Meeting cannot resolve that any overdue payment of any instalment shall be reduced unless there is a pro rata reduction of the principal that has not fallen due, but may resolve that accrued interest (whether overdue or not) shall be reduced without a corresponding reduction of principal.
- (c) The Bondholders' Meeting may not adopt resolutions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders.
- (d) Subject to the power of the Bond Trustee to take certain action as set out in Clause 19.1 (*Power to represent the Bondholders*), if a resolution by, or an approval of, the Bondholders is required, such resolution may be passed at a Bondholders' Meeting. Resolutions passed at any Bondholders' Meeting will be binding upon all Bondholders.
- (e) At least 2/3 of the Voting Bonds must be represented at a Bondholders' Meeting for a quorum to be present.
- (f) Resolutions will be passed by simple majority of the Voting Bonds represented at the Bondholders' Meeting, unless otherwise set out in paragraph (g) below.
- (g) Save for any amendments or waivers which can be made without resolution pursuant to Clause 20.1 (*Procedure for amendments and waivers*) paragraph (a), section (i) and (ii), a majority of at least 2/3 of the Voting Bonds represented at the Bondholders' Meeting is required for approval of any waiver or amendment of these Bond Terms.

## **18.2 Procedure for arranging a Bondholders' Meeting**

- (a) A Bondholders' Meeting shall be convened by the Bond Trustee upon the request in writing of:
  - (i) the Issuer;
  - (ii) Bondholders representing at least 1/10 of the Voting Bonds;
  - (iii) the Exchange, if the Bonds are listed and the Exchange is entitled to do so pursuant to the general rules and regulations of the Exchange; or
  - (iv) the Bond Trustee.

The request shall clearly state the matters to be discussed and resolved.

- (b) If the Bond Trustee has not convened a Bondholders' Meeting within 10 Business Days after having received a valid request for calling a Bondholders' Meeting pursuant to paragraph (a) above, then the requesting party may call the Bondholders' Meeting itself.
- (c) Summons to a Bondholders' Meeting must be sent no later than 10 Business Days prior to the proposed date of the Bondholders' Meeting. The Summons shall be sent to all Bondholders registered in the CSD at the time the Summons is sent from the CSD. If the Bonds are listed, the Issuer shall ensure that the Summons is published in accordance with the applicable regulations of the Exchange. The Summons shall also be published



on the website of the Bond Trustee (alternatively by press release or other relevant information platform).

- (d) Any Summons for a Bondholders' Meeting must clearly state the agenda for the Bondholders' Meeting and the matters to be resolved. The Bond Trustee may include additional agenda items to those requested by the person calling for the Bondholders' Meeting in the Summons. If the Summons contains proposed amendments to these Bond Terms, a description of the proposed amendments must be set out in the Summons.
- (e) Items which have not been included in the Summons may not be put to a vote at the Bondholders' Meeting.
- (f) By written notice to the Issuer, the Bond Trustee may prohibit the Issuer from acquiring or disposing of Bonds during the period from the date of the Summons until the date of the Bondholders' Meeting, unless the acquisition of Bonds is made by the Issuer pursuant to Clause 10 (*Redemption and Repurchase of Bonds*).
- (g) A Bondholders' Meeting may be held on premises selected by the Bond Trustee, or if paragraph (b) above applies, by the person convening the Bondholders' Meeting (however to be held in the capital of the Relevant Jurisdiction). The Bondholders' Meeting will be opened and, unless otherwise decided by the Bondholders' Meeting, chaired by the Bond Trustee. If the Bond Trustee is not present, the Bondholders' Meeting will be opened by a Bondholder and be chaired by a representative elected by the Bondholders' Meeting (the Bond Trustee or such other representative, the "**Chairperson**").
- (h) Each Bondholder, the Bond Trustee and, if the Bonds are listed, representatives of the Exchange, or any person or persons acting under a power of attorney for a Bondholder, shall have the right to attend the Bondholders' Meeting (each a "**Representative**"). The Chairperson may grant access to the meeting to other persons not being Representatives, unless the Bondholders' Meeting decides otherwise. In addition, each Representative has the right to be accompanied by an advisor. In case of dispute or doubt with regard to whether a person is a Representative or entitled to vote, the Chairperson will decide who may attend the Bondholders' Meeting and exercise voting rights.
- (i) Representatives of the Issuer have the right to attend the Bondholders' Meeting. The Bondholders Meeting may resolve to exclude the Issuer's representatives and/or any person holding only Issuer's Bonds (or any representative of such person) from participating in the meeting at certain times, however, the Issuer's representative and any such other person shall have the right to be present during the voting.
- (j) Minutes of the Bondholders' Meeting must be recorded by, or by someone acting at the instruction of, the Chairperson. The minutes must state the number of Voting Bonds represented at the Bondholders' Meeting, the resolutions passed at the meeting, and the results of the vote on the matters to be decided at the Bondholders' Meeting. The minutes shall be signed by the Chairperson and at least one other person. The minutes will be deposited with the Bond Trustee who shall make available a copy to the Bondholders and the Issuer upon request.

- (k) The Bond Trustee will ensure that the Issuer, the Bondholders and the Exchange are notified of resolutions passed at the Bondholders' Meeting and that the resolutions are published on the website of the Bond Trustee (or other relevant electronically platform or press release).
- (l) The Issuer shall bear the costs and expenses incurred in connection with convening a Bondholders' Meeting regardless of who has convened the Bondholders' Meeting, including any reasonable costs and fees incurred by the Bond Trustee.

### **18.3 Voting rules**

- (a) Each Bondholder (or person acting for a Bondholder under a power of attorney) may cast one vote for each Voting Bond owned on the Relevant Record Date, ref. Clause 3.3 (*Bondholders' rights*). The Chairperson may, in its sole discretion, decide on accepted evidence of ownership of Voting Bonds.
- (b) Issuer's Bonds shall not carry any voting rights. The Chairperson shall determine any question concerning whether any Bonds will be considered Issuer's Bonds.
- (c) For the purposes of this Clause 18 (*Bondholders' decisions*), a Bondholder that has a Bond registered in the name of a nominee will, in accordance with Clause 3.3 (*Bondholders' rights*), be deemed to be the owner of the Bond rather than the nominee. No vote may be cast by any nominee if the Bondholder has presented relevant evidence to the Bond Trustee pursuant to Clause 3.3 (*Bondholders' rights*) stating that it is the owner of the Bonds voted for. If the Bondholder has voted directly for any of its nominee registered Bonds, the Bondholder's votes shall take precedence over votes submitted by the nominee for the same Bonds.
- (d) Any of the Issuer, the Bond Trustee and any Bondholder has the right to demand a vote by ballot. In case of parity of votes, the Chairperson will have the deciding vote.

### **18.4 Repeated Bondholders' Meeting**

- (a) Even if the necessary quorum set out in paragraph (d) of Clause 18.1 (*Authority of the Bondholders' Meeting*) is not achieved, the Bondholders' Meeting shall be held and voting completed for the purpose of recording the voting results in the minutes of the Bondholders' Meeting. The Bond Trustee or the person who convened the initial Bondholders' Meeting may, within 10 Business Days of that Bondholders' Meeting, convene a repeated meeting with the same agenda as the first meeting.
- (b) The provisions and procedures regarding Bondholders' Meetings as set out in Clause 18.1 (*Authority of the Bondholders' Meeting*), Clause 18.2 (*Procedure for arranging a Bondholders' Meeting*) and Clause 18.3 (*Voting rules*) shall apply *mutatis mutandis* to a repeated Bondholders' Meeting, with the exception that the quorum requirements set out in paragraph (d) of Clause 18.1 (*Authority of the Bondholders' Meeting*) for a repeated Bondholders' Meeting shall be at least 50 per cent. of the Voting Bonds. A Summons for a repeated Bondholders' Meeting shall also contain the voting results obtained in the initial Bondholders' Meeting.

- (c) A repeated Bondholders' Meeting may only be convened once for each original Bondholders' Meeting. A repeated Bondholders' Meeting may be convened pursuant to the procedures of a Written Resolution in accordance with Clause 18.5 (*Written Resolutions*), even if the initial meeting was held pursuant to the procedures of a Bondholders' Meeting in accordance with Clause 18.2 (*Procedure for arranging a Bondholders' Meeting*) and vice versa.

## 18.5 Written Resolutions

- (a) Subject to these Bond Terms, anything which may be resolved by the Bondholders in a Bondholders' Meeting pursuant to Clause 18.1 (*Authority of the Bondholders' Meeting*) may also be resolved by way of a Written Resolution. A Written Resolution passed with the relevant majority is as valid as if it had been passed by the Bondholders in a Bondholders' Meeting, and any reference in any Finance Document to a Bondholders' Meeting shall be construed accordingly.
- (b) The person requesting a Bondholders' Meeting may instead request that the relevant matters are to be resolved by Written Resolution only, unless the Bond Trustee decides otherwise.
- (c) The Summons for the Written Resolution shall be sent to the Bondholders registered in the CSD at the time the Summons is sent from the CSD and published at the Bond Trustee's web site, or other relevant electronic platform or via press release.
- (d) The provisions set out in Clause 18.1 (*Authority of the Bondholders' Meeting*), 18.2 (*Procedure for arranging a Bondholder's Meeting*), Clause 18.3 (*Voting Rules*) and Clause 18.4 (*Repeated Bondholders' Meeting*) shall apply *mutatis mutandis* to a Written Resolution, except that:
  - (i) the provisions set out in paragraphs (g), (h) and (i) of Clause 18.2 (*Procedure for arranging Bondholders Meetings*); or
  - (ii) provisions which are otherwise in conflict with the requirements of this Clause 18.5 (*Written Resolution*),shall not apply to a Written Resolution.
- (e) The Summons for a Written Resolution shall include:
  - (i) instructions as to how to vote to each separate item in the Summons (including instructions as to how voting can be done electronically if relevant); and
  - (ii) the time limit within which the Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority (the "**Voting Period**"), which shall be at least 10 Business Days but not more than 15 Business Days from the date of the Summons.
- (f) Only Bondholders of Voting Bonds registered with the CSD on the Relevant Record Date, or the beneficial owner thereof having presented relevant evidence to the Bond

Trustee pursuant to Clause 3.3 (*Bondholders' rights*), will be counted in the Written Resolution.

- (g) A Written Resolution is passed when the requisite majority set out in paragraph (e) or paragraph (f) of Clause 18.1 (*Authority of Bondholders' Meeting*) has been obtained, based on a quorum of the total number of Voting Bonds, even if the Voting Period has not yet expired. A Written Resolution will also be resolved if the sufficient numbers of negative votes are received prior to the expiry of the Voting Period.
- (h) The effective date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being obtained.
- (i) If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the close of business on the last day of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in paragraphs (e) to (g) of Clause 18.1 (*Authority of Bondholders' Meeting*).

## **19. THE BOND TRUSTEE**

### **19.1 Power to represent the Bondholders**

- (a) The Bond Trustee has power and authority to act on behalf of, and/or represent, the Bondholders in all matters, including but not limited to taking any legal or other action, including enforcement of these Bond Terms, and the commencement of bankruptcy or other insolvency proceedings against the Issuer, or others.
- (b) The Issuer shall promptly upon request provide the Bond Trustee with any such documents, information and other assistance (in form and substance satisfactory to the Bond Trustee), that the Bond Trustee deems necessary for the purpose of exercising its and the Bondholders' rights and/or carrying out its duties under the Finance Documents.

### **19.2 The duties and authority of the Bond Trustee**

- (a) The Bond Trustee shall represent the Bondholders in accordance with the Finance Documents, including, inter alia, by following up on the delivery of any Compliance Certificates and such other documents which the Issuer is obliged to disclose or deliver to the Bond Trustee pursuant to the Finance Documents and, when relevant, in relation to accelerating and enforcing the Bonds on behalf of the Bondholders.
- (b) The Bond Trustee is not obligated to assess or monitor the financial condition of the Issuer unless to the extent expressly set out in these Bond Terms, or to take any steps to ascertain whether any Event of Default has occurred. Until it has actual knowledge to the contrary, the Bond Trustee is entitled to assume that no Event of Default has occurred. The Bond Trustee is not responsible for the valid execution or enforceability of the Finance Documents, or for any discrepancy between the indicative terms and conditions described in any marketing material presented to the Bondholders prior to issuance of the Bonds and the provisions of these Bond Terms.
- (c) The Bond Trustee is entitled to take such steps that it, in its sole discretion, considers necessary or advisable to protect the rights of the Bondholders in all matters pursuant to

the terms of the Finance Documents. The Bond Trustee may submit any instructions received by it from the Bondholders to a Bondholders' Meeting before the Bond Trustee takes any action pursuant to the instruction.

- (d) The Bond Trustee is entitled to engage external experts when carrying out its duties under the Finance Documents.
- (e) The Bond Trustee shall hold all amounts recovered on behalf of the Bondholders on separated accounts.
- (f) The Bond Trustee will ensure that resolutions passed at the Bondholders' Meeting are properly implemented, provided, however, that the Bond Trustee may refuse to implement resolutions that may be in conflict with these Bond Terms, any other Finance Document, or any applicable law.
- (g) Notwithstanding any other provision of the Finance Documents to the contrary, the Bond Trustee is not 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.
- (h) If the cost, loss or liability which the Bond Trustee may incur (including reasonable fees payable to the Bond Trustee itself) in:
  - (i) complying with instructions of the Bondholders; or
  - (ii) taking any action at its own initiative,

will not, in the reasonable opinion of the Bond Trustee, be covered by the Issuer or the relevant Bondholders pursuant to paragraphs (e) and (g) of Clause 19.4 (*Expenses, liability and indemnity*), the Bond Trustee may refrain from acting in accordance with such instructions, or refrain from taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.

- (i) The Bond Trustee shall give a notice to the Bondholders before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Bond Trustee under the Finance Documents.
- (j) The Bond Trustee may instruct the CSD to split the Bonds to a lower nominal amount in order to facilitate partial redemptions, restructuring of the Bonds or other situations.

### **19.3 Equality and conflicts of interest**

- (a) The Bond Trustee shall not make decisions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders. The Bond Trustee shall, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.

- (b) The Bond Trustee may act as agent, trustee, representative and/or security agent for several bond issues relating to the Issuer notwithstanding potential conflicts of interest. The Bond Trustee is entitled to delegate its duties to other professional parties.

#### **19.4 Expenses, liability and indemnity**

- (a) The Bond Trustee will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss. Irrespective of the foregoing, the Bond Trustee shall have no liability to the Bondholders for damage caused by the Bond Trustee acting in accordance with instructions given by the Bondholders in accordance with these Bond Terms.
- (b) The Bond Trustee will not be liable to the Issuer for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss.
- (c) Any liability for the Bond Trustee for damage or loss is limited to the amount of the Outstanding Bonds. The Bond Trustee is not liable for the content of information provided to the Bondholders by or on behalf of the Issuer or any other person.
- (d) The Bond Trustee shall not be considered to have acted negligently in:
  - (i) acting in accordance with advice from or opinions of reputable external experts;  
or
  - (ii) taking, delaying or omitting any action if acting with reasonable care and provided the Bond Trustee considers that such action is in the interests of the Bondholders.
- (e) The Issuer is liable for, and will indemnify the Bond Trustee fully in respect of, all losses, expenses and liabilities incurred by the Bond Trustee as a result of negligence by the Issuer (including its directors, management, officers, employees and agents) in connection with the performance of the Bond Trustee's obligations under the Finance Documents, including losses incurred by the Bond Trustee as a result of the Bond Trustee's actions based on misrepresentations made by the Issuer in connection with the issuance of the Bonds, the entering into or performance under the Finance Documents, and for as long as any amounts are outstanding under or pursuant to the Finance Documents.
- (f) The Issuer shall cover all costs and expenses incurred by the Bond Trustee in connection with it fulfilling its obligations under the Finance Documents. The Bond Trustee is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents. The Bond Trustee's obligations under the Finance Documents are conditioned upon the due payment of such fees and indemnifications. The fees of the Bond Trustee will be further set out in the Bond Trustee Fee Agreement.

- (g) The Issuer shall on demand by the Bond Trustee pay all costs incurred for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event or circumstance which the Bond Trustee reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer or any of the Finance Documents which the Bond Trustee reasonably believes may constitute or lead to a breach of any of the Finance Documents or otherwise be detrimental to the interests of the Bondholders under the Finance Documents.
- (h) Fees, costs and expenses payable to the Bond Trustee which are not reimbursed in any other way due to an Event of Default, the Issuer being Insolvent or similar circumstances pertaining to the Issuer, may be covered by making an equal reduction in the proceeds to the Bondholders hereunder of any costs and expenses incurred by the Bond Trustee in connection therewith. The Bond Trustee may withhold funds from any escrow account (or similar arrangement) or from other funds received from the Issuer or any other person, and to set-off and cover any such costs and expenses from those funds.
- (i) As a condition to effecting any instruction from the Bondholders (including, but not limited to, instructions set out in Clause 17.3 (*Bondholders' instructions*) or Clause 18.2 (*Procedure for arranging a Bondholders' Meeting*)), the Bond Trustee may require satisfactory Security, guarantees and/or indemnities for any possible liability and anticipated costs and expenses from those Bondholders who have given that instruction and/or who voted in favour of the decision to instruct the Bond Trustee.

#### **19.5 Replacement of the Bond Trustee**

- (a) The Bond Trustee may be replaced by a majority of 2/3 of Voting Bonds in accordance with the procedures set out in Clause 18 (*Bondholders' Decisions*), and the Bondholders may resolve to replace the Bond Trustee without the Issuer's approval.
- (b) The Bond Trustee may resign by giving notice to the Issuer and the Bondholders, in which case a successor Bond Trustee shall be elected pursuant to this Clause 19.5 (*Replacement of the Bond Trustee*), initiated by the retiring Bond Trustee.
- (c) If the Bond Trustee is Insolvent, or otherwise is permanently unable to fulfil its obligations under these Bond Terms, the Bond Trustee shall be deemed to have resigned and a successor Bond Trustee shall be appointed in accordance with this Clause 19.5 (*Replacement of the Bond Trustee*). The Issuer may appoint a temporary Bond Trustee until a new Bond Trustee is elected in accordance with paragraph (a) above.
- (d) The change of Bond Trustee shall only take effect upon execution of all necessary actions to effectively substitute the retiring Bond Trustee, and the retiring Bond Trustee undertakes to co-operate in all reasonable manners without delay to such effect. The retiring Bond Trustee shall be discharged from any further obligation in respect of the Finance Documents from the change takes effect, but shall remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Bond Trustee. The retiring Bond Trustee remains entitled to any benefits and any unpaid fees or expenses under the Finance Documents before the change has taken place.

- (e) Upon change of Bond Trustee the Issuer shall co-operate in all reasonable manners without delay to replace the retiring Bond Trustee with the successor Bond Trustee and release the retiring Bond Trustee from any future obligations under the Finance Documents and any other documents.

## **20. AMENDMENTS AND WAIVERS**

### **20.1 Procedure for amendments and waivers**

- (a) The Issuer and the Bond Trustee (acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive a past default or anticipated failure to comply with any provision in a Finance Document, provided that:
  - (i) such amendment or waiver is not detrimental to the rights and benefits of the Bondholders in any material respect, or is made solely for the purpose of rectifying obvious errors and mistakes;
  - (ii) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
  - (iii) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 18 (*Bondholders' Decisions*).

### **20.1 Authority with respect to documentation**

If the Bondholders have resolved the substance of an amendment to any Finance Document, without resolving on the specific or final form of such amendment, the Bond Trustee shall be considered authorised to draft, approve and/or finalise (as applicable) any required documentation or any outstanding matters in such documentation without any further approvals or involvement from the Bondholders being required.

### **20.2 Notification of amendments or waivers**

- (a) The Bond Trustee shall as soon as possible notify the Bondholders of any amendments or waivers made in accordance with this Clause 20 (*Amendments and waivers*), setting out the date from which the amendment or waiver will be effective, unless such notice according to the Bond Trustee's sole discretion is unnecessary. The Issuer shall ensure that any amendment to these Bond Terms is duly registered with the CSD.
- (b) Prior to agreeing to an amendment or granting a waiver in accordance with Clause 20.1(a)(i) (*Procedure for amendments and waivers*), the Bond Trustee may inform the Bondholders of such waiver or amendment at a relevant information platform.

## **21. MISCELLANEOUS**

### **21.1 Limitation of claims**

All claims under the Finance Documents for payment, including interest and principal, will be subject to the legislation regarding time-bar provisions of the Relevant Jurisdiction.

### **21.2 Access to information**

- (a) These Bond Terms will be made available to the public and copies may be obtained from the Bond Trustee or the Issuer. The Bond Trustee will not have any obligation to



distribute any other information to the Bondholders or any other person, and the Bondholders have no right to obtain information from the Bond Trustee, other than as explicitly stated in these Bond Terms or pursuant to statutory provisions of law.

- (b) In order to carry out its functions and obligations under these Bond Terms, the Bond Trustee will have access to the relevant information regarding ownership of the Bonds, as recorded and regulated with the CSD.
- (c) The information referred to in paragraph (b) above may only be used for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

### **21.3 Notices, contact information**

Written notices to the Bondholders made by the Bond Trustee will be sent to the Bondholders via the CSD with a copy to the Issuer and the Exchange (if the Bonds are listed). Any such notice or communication will be deemed to be given or made via the CSD, when sent from the CSD.

- (a) The Issuer's written notifications to the Bondholders will be sent to the Bondholders via the Bond Trustee or through the CSD with a copy to the Bond Trustee and the Exchange (if the Bonds are listed).
- (b) Notwithstanding paragraph (a) above and provided that such written notification does not require the Bondholders to take any action under the Finance Documents, the Issuer's written notifications to the Bondholders may be published by the Bond Trustee on a relevant information platform only.
- (c) Unless otherwise specifically provided, all notices or other communications under or in connection with these Bond Terms between the Bond Trustee and the Issuer will be given or made in writing, by letter, e-mail or fax. Any such notice or communication will be deemed to be given or made as follows:
  - (i) if by letter, when delivered at the address of the relevant party;
  - (ii) if by e-mail, when received;
  - (iii) if by fax, when received; and
  - (iv) if by publication on a relevant information platform, when published.
- (d) The Issuer and the Bond Trustee shall each ensure that the other party is kept informed of changes in postal address, e-mail address, telephone and fax numbers and contact persons.
- (e) When determining deadlines set out in these Bond Terms, the following will apply (unless otherwise stated):

- (i) if the deadline is set out in days, the first day of the relevant period will not be included and the last day of the relevant period will be included;
- (ii) if the deadline is set out in weeks, months or years, the deadline will end on the day in the last week or the last month which, according to its name or number, corresponds to the first day the deadline is in force. If such day is not a part of an actual month, the deadline will be the last day of such month; and
- (iii) if a deadline ends on a day which is not a Business Day, the deadline is postponed to the next Business Day.

#### 21.4 Defeasance

- (a) Subject to paragraph (b) below and provided that:
  - (i) an amount sufficient for the payment of principal and interest on the Outstanding Bonds to the relevant Repayment Date (including, to the extent applicable, any premium payable upon exercise of a Call Option), and always subject to paragraph (c) below (the “**Defeasance Amount**”) is credited by the Issuer to an account in a financial institution acceptable to the Bond Trustee (the “**Defeasance Account**”);
  - (ii) the Defeasance Account is irrevocably pledged and blocked in favour of the Bond Trustee on such terms as the Bond Trustee shall request (the “**Defeasance Pledge**”); and
  - (iii) the Bond Trustee has received such legal opinions and statements reasonably required by it, including (but not necessarily limited to) with respect to the validity and enforceability of the Defeasance Pledge,then;
  - (A) the Issuer will be relieved from its obligations under Clause 15.2 (*Requirements as to Financial Reports*) paragraph (a), Clause 15.3 (*Change of Control Event*), Clause 15.4 (*Information: Miscellaneous*) and Clause 16 (*General undertakings*).
- (b) The Bond Trustee shall be authorised to apply any amount credited to the Defeasance Account towards any amount payable by the Issuer under any Finance Document on the due date for the relevant payment until all obligations of the Issuer and all amounts outstanding under the Finance Documents are repaid and discharged in full.
- (c) The Bond Trustee may, if the Defeasance Amount cannot be finally and conclusively determined, decide the amount to be deposited to the Defeasance Account in its discretion, applying such buffer amount as it deems necessary.

A defeasance established according to this Clause 21.4 may not be reversed.

**22. GOVERNING LAW AND JURISDICTION**

**22.1 Governing law**

These Bond Terms are governed by the laws of the Relevant Jurisdiction, without regard to its conflict of law provisions.

**22.2 Main jurisdiction**

The Bond Trustee and the Issuer agree for the benefit of the Bond Trustee and the Bondholders that the City Court of the capital of the Relevant Jurisdiction shall have jurisdiction with respect to any dispute arising out of or in connection with these Bond Terms. The Issuer agrees for the benefit of the Bond Trustee and the Bondholders that any legal action or proceedings arising out of or in connection with these Bond Terms against the Issuer or any of its assets may be brought in such court.

**22.3 Alternative jurisdiction**

Clause 22 (*Governing law and jurisdiction*) is for the exclusive benefit of the Bond Trustee and the Bondholders and the Bond Trustee have the right:

- (a) to commence proceedings against the Issuer or any of its assets in any court in any jurisdiction; and
- (b) to commence such proceedings, including enforcement proceedings, in any competent jurisdiction concurrently.

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These Bond Terms have been executed in two originals, of which the Issuer and the Bond Trustee shall retain one each.

**SIGNATURES:**

**Norwegian Energy Company ASA**  
As the Issuer

**Nordic Trustee AS**  
As the Bond Trustee

.....

.....

By:

By:

Position:

Position:

**ATTACHMENT 1  
COMPLIANCE CERTIFICATE**

[date]

**NORWEGIAN ENERGY COMPANY ASA USD 226,578,965 SUBORDINATED  
CONVERTIBLE BONDS 2019/2027 - ISIN 0010851520**

We refer to the Bond Terms for the above captioned Bonds made between Nordic Trustee AS as Bond Trustee on behalf of the Bondholders and the undersigned as Issuer. Pursuant to Clause 15 of the Bond Terms a Compliance Certificate shall be issued in connection with each delivery of Financial Reports to the Bond Trustee.

This letter constitutes the Compliance Certificate for the period [●].

Capitalised terms used herein will have the same meaning as in the Bond Terms.

With reference to Clause 15.2 (*Requirements as to Financial Reports*) we hereby certify that all information delivered under cover of this Compliance Certificate is true and accurate and there has been no material adverse change to the financial condition of the Issuer since the date of the last accounts or the last Compliance Certificate submitted to you. Copies of our latest consolidated [Annual Financial Statements] / [Interim Accounts] are enclosed.

We confirm that, to the best of our knowledge, no Event of Default has occurred or is likely to occur.

Yours faithfully,

Norwegian Energy Company ASA

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*Name of authorised person*

*Enclosure: Annual Financial Statements / Interim Accounts; [and any other written documentation]*

## ATTACHMENT 2 INTERCREDITOR PRINCIPLES

1.1 These inter creditor principles set out the principles for an inter creditor agreement to be entered into between (i) the Bond Trustee (acting on behalf of the Bondholders), (ii) the agent(s) (acting on behalf of the finance parties) of a reserve based lending facility (the "RBL") to be entered into by Altinex AS as borrower and the Issuer as guarantor and (iii) the Issuer as guarantor under the RBL and issuer of the Bonds. These principles are subject to long form documentation and further comments from the RBL finance parties.

1.2 The claims which the Bondholders have against the Issuer shall be fully subordinated at all times to the claims of RBL finance parties' against all members of the Issuer group under the RBL finance documents. Cash payment of coupon under the Bonds shall be permitted at the discretion of the Issuer.

1.3 The Bondholders shall be restricted from taking any enforcement action against the Issuer and/or any member of the Issuer's group for the repayment of any debt owed by the Issuer and/or any member of the Issuer group including but not limited to (i) any legal action, proceedings or applications, (ii) the exercise of any right of set off or similar, (iii) the entry into any composition or similar arrangement, and (iv) the taking of any step for liquidation, winding up, administration or similar.

1.4 There will be no concept of 'standstill periods' as the ability of Bondholders to take enforcement action will only arise following full discharge of the RBL finance parties' debts. Any recoveries pursuant to any such action in breach of the foregoing shall be subject to turnover provisions in favour of the RBL finance parties.

1.5 Notwithstanding the above, it is noted that the Bonds will be unsecured and recourse under the terms of the Bonds shall be solely to the Issuer (and none of its subsidiaries). The Bondholders may not take, accept or receive the benefit of any security, guarantee, indemnity or other assurance against loss from any member of the Issuer group in respect of any of the liabilities owing under the Bonds.

1.6 It is also noted that RBL finance parties will have the unilateral right to enforce their security and to apply the proceeds towards liabilities owed to the finance parties under the RBL finance documents. The RBL finance parties will have unfettered rights to declare an RBL event of default, accelerate repayment and take all other action under the RBL finance documents, including but not limited to enforcement of other security granted by the Issuer to the RBL finance parties. Without limitation, the inter creditor agreement shall not place any restrictions on RBL finance parties taking enforcement action, declaring an event of default, amending or waiving any aspect of the RBL documentation, or otherwise restricting the RBL finance parties' rights.

1.7 The Issuer and the Bondholders shall not, without the prior written consent of the agent(s) under the RBL, be entitled to enter into any amendment agreements or grant any waivers or consents in relation to the Issuer's right to claim and enforce conversion of the Bonds.

1.8 The inter creditor agreement shall be governed by Norwegian law.