Denne melding til obligasjonseierne er kun utarbeidet på engelsk. For informasjon vennligst kontakt Nordic Trustee ASA

To the bondholders in:

- **ISIN NO 001 065993.1** **FRN Olympic Ship AS Senior Unsecured Open Bond Issue 2012/2017 ("OLSH02")**
- **ISIN NO 001 071283.9** **FRN Olympic Ship AS Senior Unsecured Callable Bond Issue 2014/2019 ("OLSH03")**

Oslo, 9 December 2016

Summons to Bondholders' Meeting

Nordic Trustee ASA (the "**Bond Trustee**") acts as trustee for the bondholders (the "**Bondholders**") in the above mentioned senior unsecured bond issues (the "**Bonds**" or the "**Bond Issues**") issued by Olympic Ship AS as issuer (the "**Company**" or the "**Issuer**").

Capitalised terms used herein shall have the meaning assigned to them in the respective bond agreements dated 19 September 2012 with respect to OLSH02 and 16 June 2014 with respect to OLSH03 (the "**Bond Agreements**" and each a "**Bond Agreement**"), unless otherwise stated.

The information in this summons regarding the Issuer, market conditions and the described transactions is provided by the Issuer, and the Bond Trustee expressly disclaims all liability whatsoever related to such information.

1 company update

Reference is made to the company presentation attached as Schedule B hereto (the "**Company Presentation**").

2 BACKGROUND

The Issuer and its corporate group (the "**Group**") has for some time been experiencing financial difficulties due to the imbalance in the oil and gas market, which has led to a severe drop in offshore E&P activity and consequentially the earnings of offshore support vessels. These challenges are not specific to the Issuer and the Group, but are challenges that have impacted the whole industry.

The Issuer has over the past year been in continuous dialogue with its main creditors, with the aim to reach an agreed solution for a financial restructuring of the entire Group. The main terms and overall financial and corporate structure of the restructuring is described in more detail in the Company Presentation (as described therein, hereafter referred to as the "**Restructuring**").

During November and December 2016, the Issuer has been able to agree the main terms of the Restructuring with the banks and the yard creditors. Additionally, the Issuer has agreed the main terms for new equity investments to be made by certain new investors, who will invest NOK 400 million (the "**Equity Investment**") in Olympic Subsea AS (after completion of name change from Olympic Offshore AS) ("**Olympic Subsea**"), a newly incorporated parent company of the Issuer.

The main terms of the proposed solution with the Bondholders is further described in section 3 below and in the term sheet enclosed as Schedule C hereto (the "**Bonds Term Sheet**").

If there are any discrepancies between the Company Presentation, this Summons and the Bonds Terms Sheet, then the Bonds Term Sheet shall prevail.

3. Summary of the Exchange Offer and terms of the New Bond Agreements

The terms of the proposed solution with the Bondholders is described in the Bonds Term Sheet. In addition the principal terms of the Term Sheet are described below. The following summary is non-exhaustive and does not provide a detailed overview of the key terms. Bondholders should review the Term Sheet in its entirety in order to fully understand the key terms. The Issuer proposes that the Bondholders' Meeting resolve to approve the terms set out in this clause 3 ("**Proposal I**"):

<u>3.1 Exchange of the Bonds under the existing Bond Agreements:</u>

- All Bonds issued under the OLSH02 Bond Agreement totalling NOK 300 million of face value, will be exchanged for Exchange Bonds. An amount of NOK 25.9 million will be exchanged for mandatory convertible bonds (the "**Convertible Bonds**") at an exchange price of 100% of par value under a new zero coupon convertible bond agreement (the "**Convertible Bond Agreement**"). The remaining amount of NOK 274.1 million will be exchanged for senior unsecured bonds (the "**Senior Unsecured Bonds**") at an exchange price of 47.25 % under a new senior unsecured bond agreement (the "**Senior Unsecured Bond Agreement**" and together with the Convertible Bond Agreement, the "**New Bond Agreements**"). All Bonds and accrued interests will be redeemed in full and discharged in connection with the exchange.

- All Bonds held by the Issuer under the OLSH03 Bond Agreement, totalling NOK 105 million, will be discharged. All other Bonds issued under the OLSH03 Bond Agreement, totalling NOK 395 million of face value, will be exchanged for Exchange Bonds. An amount of NOK 34.1 million will be exchanged for Convertible Bonds at an exchange price of 100% of par value, while the remaining amount of NOK 360.9 million will be exchanged for Senior Unsecured Bonds at an exchange price of 47.25 %. All Bonds and accrued interest will be redeemed in full and discharged in connection with the exchange.

- Each Bondholder's Bonds will be exchanged and allocated pro rata between the two new bond loans.

3.2 Main terms of the New Bond Agreements:

- Convertible Bond Agreement:

    - NOK 60 million unsecured bond loan
    - Zero coupon
    - Tenor of 5.5 years
    - No instalments payable during the term of the Convertible Bonds, with mandatory conversion at maturity
    - Bondholder conversion rights at any time during the term of the Convertible Bonds
    - Conversion price equal to the subscription price in the Equity Investment subject to certain adjustment clauses
    - No call (early redemption) rights for Olympic Subsea
    - No financial covenants
    - No listing requirement

- Senior Unsecured Bond Agreement:

    - NOK 300 million senior unsecured bond loan
    - 3.00 % PIK interest, payable annually in arrears
    - Tenor 5.5 years
    - No instalments payable during the term of the Senior Unsecured Bonds
    - Upon maturity, either(i) cash repayment or (ii) conversion at the option of Olympic Subsea
    - No Bondholder conversion rights
    - Olympic Subsea conversion rights upon the occurrence of (i) a Formal Insolvency Event (as defined in the Term Sheet), (ii) a Refinancing Event (as defined in the Term Sheet) and (iii) the maturity date.
    - Call option for Olympic Subsea at 2nd, 3rd and 4th anniversary of the issue date at 65%, 75% and 85%, respectively, of the nominal amount of the Senior Unsecured Bonds.
    - Application for listing on Oslo Børs (Oslo Stock Exchange) or Oslo ABM within six (6) months of the issue date
    - Undertaking on Olympic Subsea to ensure listing of the shares of Olympic Subsea on Oslo Børs, Oslo Axess or Merkur within 24 months from the issue date
    - To include a no dividends covenant

3.3 General terms

- The Bondholders approve the Restructuring on the terms described in the Company Presentation.

- The Bondholders will not seek to hold the Bond Trustee, Olympic Ship AS, the Issuer, any of their subsidiaries (together the "**Companies**"), or directors, officers, management, employees or advisors of the Companies personally liable under the

Existing Bond Loans for any loss arising from the transactions contemplated by the Restructuring or the completion thereof, save for loss due to gross negligence, fraud or wilful misconduct of such persons. The parties agree that any director, officer, employee or advisor that is entitled to protection under this provision may rely on and enforce this clause directly against any party.

3.4 Conflict

If there are any discrepancies between the Company Presentation, this Summons and the Bonds Terms Sheet, then the Bonds Term Sheet shall prevail.

4 Appoinment of Financial advisor and legal advisor

The Issuer further proposes that the Bondholders' Meeting resolve (i) that the Bond Trustee may appoint Clarksons Platou Securities AS as financial advisor and (ii) Advokatfirmaet CLP DA as legal advisor, such appointments having been approved by Bondholders holding a simple majority of the Voting Bonds prior to the date of the dispatch of this Summons (the "**Proposal II**" and, together with Proposal I, the "**Proposals**").

5 further information

The Issuer has engaged Fearnleys Securities AS and EY (the "Issuer's **Advisors**") as financial advisors in connection with the Restructuring. Bondholders may contact the Issuer's Advisors for further information:

Fearnleys Securities AS

Nils Ansgar Skogstad
+47 22 93 63 51
+47 911 13 36 01
nas@fearnleys.no

Svein Erik Nordang
+47 22 93 63 65
+47 90 07 12 85
s.nordang@fearnleys.no

EY

Kjell Stenersen
+47 51 70 66 78
+47 98 20 66 78
kjell.stenersen@no.ey.com

Ole Conrad Siem
+47 24 00 21 50
+47 97 11 68 69
ole.conrad.siem@no.ey.com

The Issuer's Advisors act solely for the Issuer and no-one else in connection with the Restructuring and the Proposals. No due diligence investigations have been carried out by the Advisors with respect to the Issuer, and the Advisors expressly disclaim any and all liability whatsoever in connection with the Proposals (including but not limited to in respect of the information herein).

For further questions to the Issuer, please contact John Arne Winsnes at John.Arne.Winsnes@olympic.no.

Nordic Trustee has engaged Clarksons Platou Securities AS (the "Bondholders' Advisors") as financial advisors acting on behalf of the Bondholders. Bondholders may contact the Bondholder's Advisors for further information:

Clarksons Platou Securities AS

Jørgen Flatmo Opsahl
+47 22 01 63 00

For further questions to the Bond Trustee, please contact Vivian Trøsch / Morten Bredesen at mail@nordictrustee.com or + 47 22 87 94 00.

6 EVALUATION OF THE PROPOSALs AND SUPPORT

The Proposals are put forward to the Bondholders without further evaluation or recommendations from the Bond Trustee. Nothing herein shall constitute a recommendation to the Bondholders by any of the Bond Trustee or the Issuer or any of their respective advisors. The Bondholders must independently evaluate whether the Proposals is acceptable and vote accordingly.

7 SUMMONs FOR BONDHOLDERS' MEETINGS

The Bondholders are hereby summoned to a Bondholders' Meetings in the Bond Issues:

Time: **23 December 2016 at 13:00 hours (Oslo time)**

Place: **The premises of Nordic Trustee ASA,**
Haakon VIIs gt 1, 0161 Oslo - 6th floor

Agenda:

1. Approval of the summons.
2. Approval of the agenda.
3. Election of two persons to co-sign the minutes together with the chairman.
4. Request for adoption of the Proposals:

It is proposed that the Bondholders' Meetings for each of the OLSH02 bond issue and the OLSH03 bond issue resolve the following:

Proposal I:

"The Bondholders' Meeting approves Proposal I as described in section 3 of the summons to this Bondholders' Meeting.

The Bond Trustee is hereby authorized to prepare, negotiate, finalize and enter into the necessary agreements in connection with documenting the decisions made at the

Bondholders' Meeting as well as carry out necessary completion work, including agreeing on and enter into the New Bond Agreements and any other finance documents."

To approve Proposal I, Bondholders representing at least 2/3 of the Voting Bonds for each of the Bond Issues represented (in person or by proxy) at the Bondholders' Meeting must vote in favour of Proposal I. In order to have a quorum, at least 1/2 of the Voting Bonds must be represented at the Bondholders' Meeting.

If Proposal I is not adopted, the Bond Agreements will remain unchanged.

Proposal II:

"The Bondholders' Meeting approves Proposal II as described in section 3 of the summons to this Bondholders' Meeting.

The Bond Trustee is hereby authorized to prepare, negotiate, finalize and enter into the necessary agreements in connection with documenting the decisions made at the Bondholders' Meeting as well as carry out necessary completion work."

To approve Proposal II, Bondholders representing at least 1/2 of the Voting Bonds for each of the Bond Issues represented (in person or by proxy) at the Bondholders' Meeting must vote in favour of Proposal II. In order to have a quorum, at least 1/2 of the Voting Bonds must be represented at the Bondholders' Meeting.

* * * * *

Please find attached a Bondholder's Form from the Securities Depository (VPS) as Schedule A hereto, indicating your bondholding at the printing date. The Bondholder's Form will serve as proof of ownership of the Bonds and of the voting rights at the Bondholders' Meeting. (If the bonds are held in custody - i.e. the owner is not registered directly in the VPS - the custodian must confirm; (i) the owner of the bonds, (ii) the aggregate nominal amount of the bonds and (iii) the account number in VPS on which the bonds are registered.)

The individual Bondholder may authorise the Nordic Trustee ASA to vote on its behalf, in which case the Bondholder's Form also serves as a proxy. A duly signed Bondholder's Form, authorising Nordic Trustee ASA to vote, must then be returned to Nordic Trustee ASA in due time before the meeting is scheduled (by scanned e-mail, telefax or post to mail@nordictrustee.com, +47 22 87 94 10, or Nordic Trustee ASA, PO Box 1470 Vika, 0116 Oslo, Norway).

In the event that Bonds have been transferred to a new owner after the Bondholder's Form was submitted, the new Bondholder must bring to the Bondholders' Meeting or enclose with the proxy, as the case may be, evidence which the Bond Trustee accepts as sufficient proof of the ownership of the Bonds.

For practical purposes, we request those who intend to attend the Bondholders' Meeting, either in person or by proxy other than to Nordic Trustee ASA, to notify Nordic Trustee ASA by telephone or by e-mail by 16:00 hours (4 pm) (Oslo time) the Business Day before the meeting takes place.

Yours sincerely
Nordic Trustee ASA

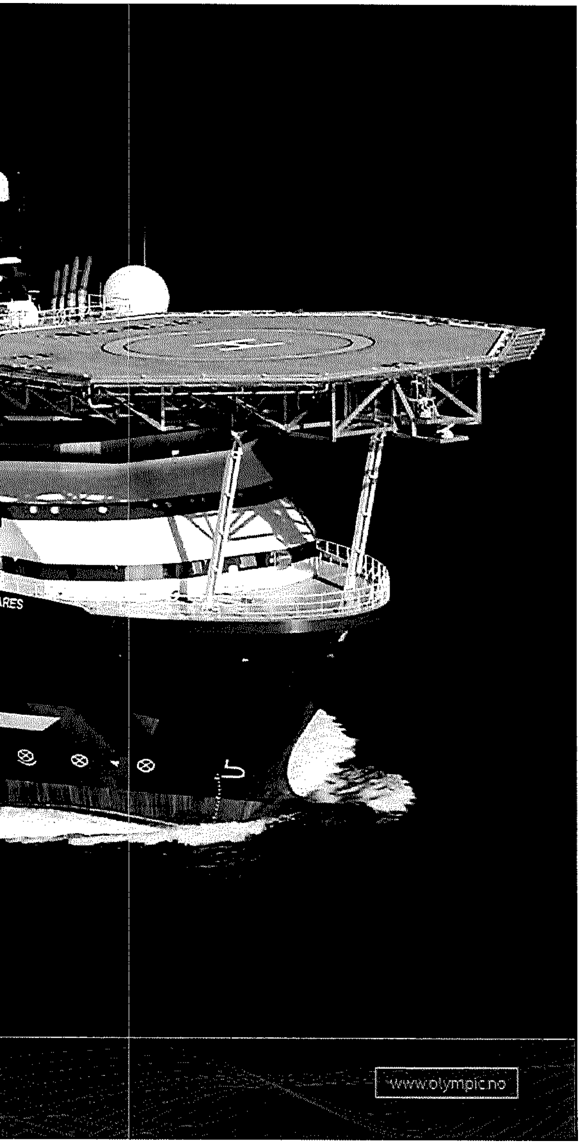
Vivian Trøsch

Enclosed:
- (A) Bondholder's Form
- (B) Company Presentation
- (C) Bonds Term Sheet

Olympic Ship AS

Restructuring plan

9 December 2016


www.olympic.no

Disclaimer

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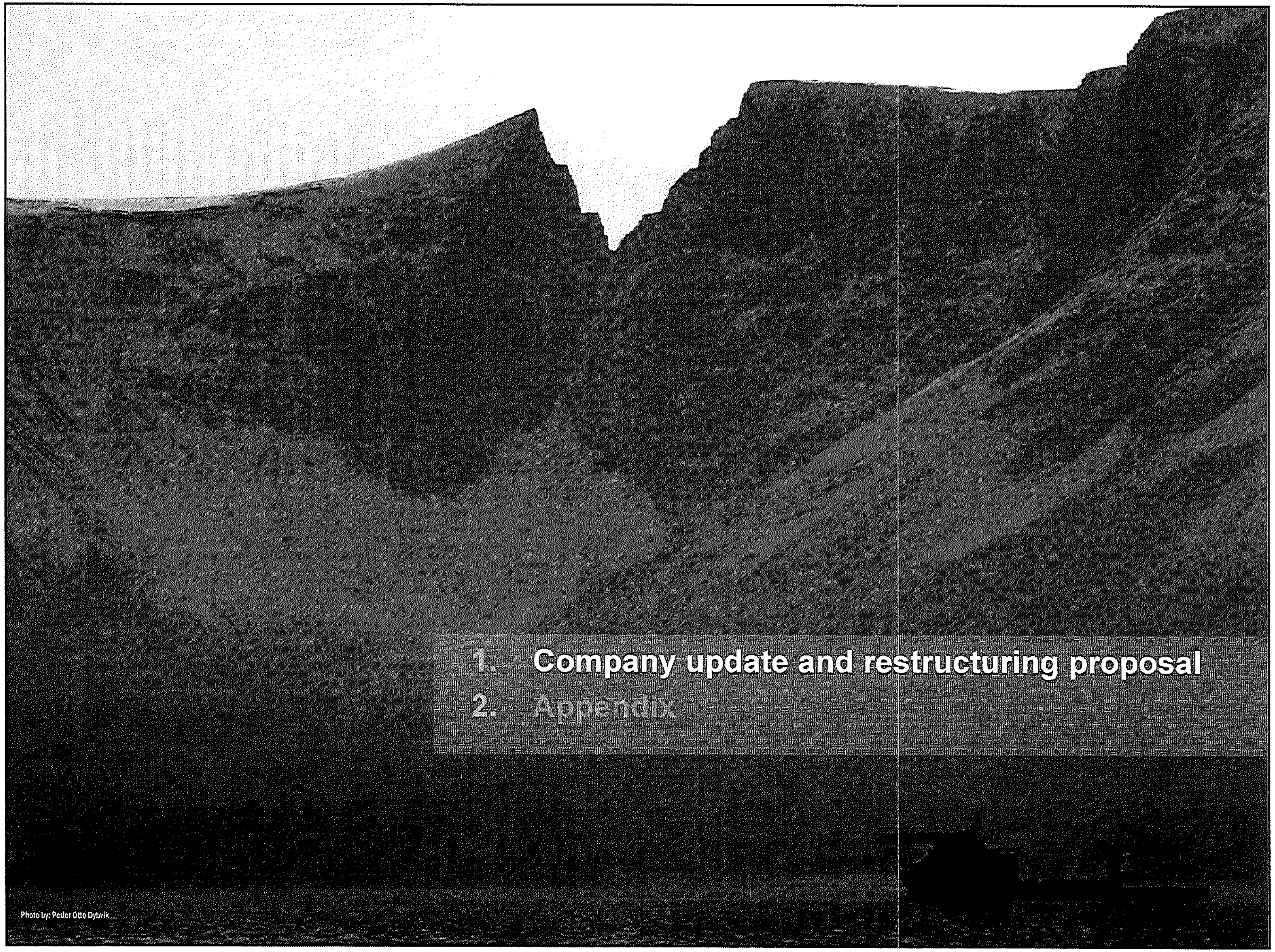
This presentation (the "Presentation") has been prepared by, and is the sole responsibility of, Olympic Ship AS ("Olympic" or the "Company", together with its subsidiaries collectively referred to as the "Group") solely for information purposes in connection with the ongoing financial and corporate restructuring of the Group. No representation or warranty (express or implied) is made as to, and no reliance should be placed on, any information, including projections, estimates, targets and opinions, contained herein, and no liability whatsoever is accepted as to any errors, omissions or misstatements contained herein, and, accordingly, none of the Company or EY and Fearnley Securities AS who acts as financial advisors to the Company in connection with the restructuring described herein or any of their parent or subsidiary undertakings or any such person's officers or employees accepts any liability whatsoever arising directly or indirectly from the use of this Presentation. The contents of this Presentation are not to be construed as legal, business, investment or tax advice. Each recipient should consult with its own legal, business, investment or tax adviser as to legal, business, investment or tax advice. This Presentation is for information purposes only, and does not constitute or form part of any offer to sell or a solicitation of any offer to buy any securities in any jurisdictions. This Presentation speaks as of 9 December 2016. Neither the delivery of this Presentation nor any further discussions of the Company with any of the recipients shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since such date. No information contained herein constitutes, or shall be relied upon as constituting, any advice relating to the future performance of the Company. The Company does not intend, and does not assume any obligation, to update or correct any information included in this Presentation. This Presentation is subject to Norwegian law, and any dispute arising in respect of this Presentation is subject to the exclusive jurisdiction of Norwegian courts with Oslo District Court as legal venue.


1. Company update and restructuring proposal
2. Appendix
Photo by: Peder Otto Dybvik

Transaction highlights

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The consensual solution as presented will preserve value for all stakeholders

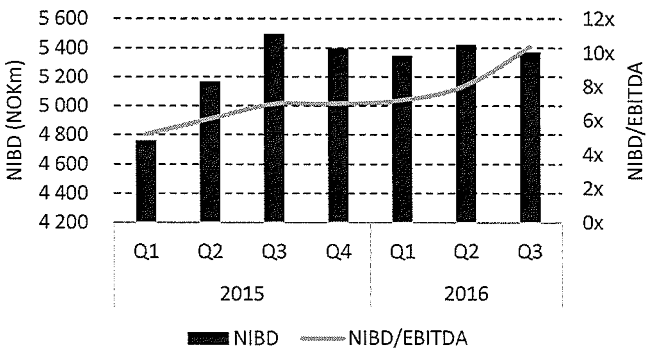
Background	▪ The deteriorating market for offshore support services has forced the company to address its long term financing structure ▪ Cash from operations insufficient to service amortization and interest payments
Investors	▪ To attract new equity, the subsea/OCV business will be carved-out and transferred to Olympic Subsea AS (currently named Olympic Offshore AS) ("Olympic Subsea" or "OLSUB") to create a pure-play subsea company with a leading position in the midsize-market, strategically positioned to take advantage of expected market recovery. Existing Olympic Ship AS to be 100% owned by Olympic Subsea. The subsidiaries of Olympic Ship AS, i.e. the remaining PSV/AHTS businesses (the "OLSH Group") to be fully ring-fenced and with no guarantee from Olympic Subsea ▪ New cash contribution of NOKm 290m; NOKm 250 from equity investors and NOKm 40m from cash in management company transferred to Olympic Subsea
Bondholders	▪ Bondholders to exchange current holdings in OLSH02 and OLSH03 in a new unsecured bond NOKm 300m and subordinated convertible of NOKm 60m in Olympic Subsea ▪ Bondholder considerations: ✓ Exposure in new pure-play subsea company with funding and strong position to emerge from the downcycle as a leading player and consolidator ✓ Potential equity upside ✓ Avoidance of bankruptcy
Secured lenders	▪ Main exposure to be in new pure-play subsea company ▪ PSV/AHTS business to receive funding to cover a warm-stacking scenario (worst case) until 2020 ▪ Secured lenders in the OLSH Group retain high optionality with regards to pursuing other opportunities for their respective vessels ▪ Avoidance of bankruptcy
Company	▪ Positive liquidity effect of NOKb 3.8 until 2020 (including stand-still period since March 2016) for the entire current Olympic Group ▪ Preservation of critical value built up through many years of experience and world-class operations ▪ New equity to strengthen liquidity through the downcycle and position the company for market recovery ▪ Avoidance of bankruptcy – and runway provided until mid-2021

Financial performance

Comment

- Considerably weakened financial position due to deteriorated market conditions
- **Cash from operations insufficient to service amortization and interest payments**

Historical Leverage Development



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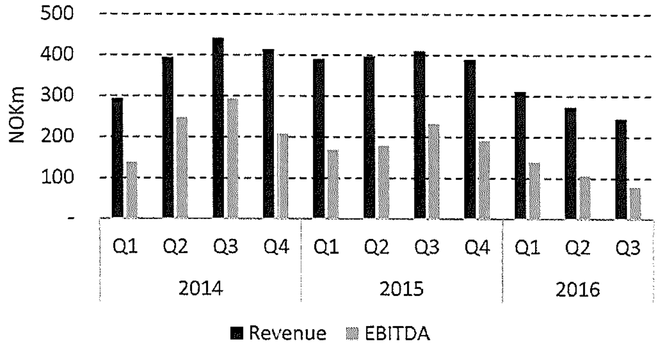
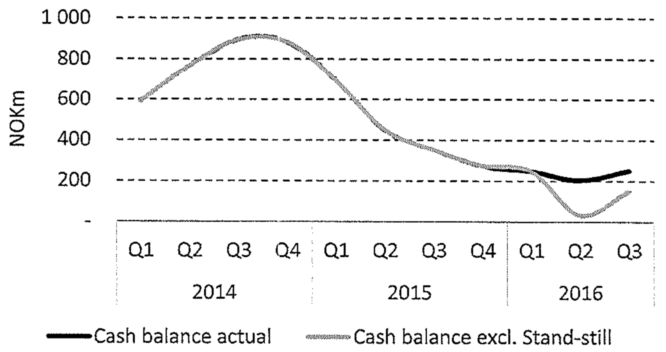
Historical Revenue and EBITDA



Historical Cash Balance Development



Overview of the restructuring

- Olympic has been actively engaged in negotiations with its secured bank lenders, unsecured bondholders and other stakeholders for a prolonged period with the aim to find a solution for all stakeholders

- Based on this, the Company has agreed on the following principles with the bank lenders and key bondholders:
  - Transfer of subsea/OCV business to new pure-play subsea company - Olympic Subsea AS
  - New cash contribution of NOKm 290m; NOKm 250 from largest shareholder and other local investors and additionally NOKm 40m from cash in management company transferred to OLSUB
  - Outstanding bonds OLSH 02 PRO and OLSH 03 exchanged for new instruments in OLSUB - a new unsecured bond of NOKm 300 and a mandatory convertible bond of NOKm 60
  - Amortisation relief on all bank debt in until 31 December 2020. Fixed amortisation relief of NOKm 860 in Olympic Subsea for the period 2017-2020, and no balloon payments until 2021
  - All debt towards yards to fall due on 30 September 2021 with no interest during period
  - Olympic Subsea will provide remaining PSV/AHTS businesses in Olympic Ship AS («OLSH») with funding to cover a potential warm-stacking scenario until 2020
  - All trade creditors paid in full

- **The restructuring plan will improve the Company's financial position significantly – NOKb 3.8 in positive liquidity effect for entire current group – and create a new pure-play subsea company with world-class expertise and funding to emerge from the current downturn as a leading player in the attractive subsea market**

Summary of restructuring

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New subsea company

- Transfer of subsea/OCV business* (11 vessels) to new pure-play subsea company Olympic Subsea
- Olympic Subsea will have NOKb 2.8 in secured bank debt in addition to new bond debt (see "Bondholders" below)
- Olympic Subsea will be 100% owner of Olympic Ship AS. Olympic Subsea will at will at closing provide remaining PSV/AHTS businesses in OLSH with a calculated funding amount to cover a potential warm-stacking scenario until 2020
- No other guarantees from Olympic Subsea to the OLSH Group
- OLSH will own 8 vessels (1 MPSV, 4 PSVs and 3 AHTS) and have secured bank debt of NOKb 1.1
- Vessels Hera, Commander and Poseidon will be sold to undisclosed buyer in conjunction with Nordea transfer
- Sale of vessel Athene to Swire announced on 6 December. Net positive cash effect of NOKm 70 will strengthen liquidity in Olympic Subsea

New equity

- NOKm 250 in new cash equity from largest shareholder and local investors will be injected into Olympic Subsea
- In addition high-competence management and crewing companies (outside of current structure)** will be added as equity contribution in kind into Olympic Subsea, incl. NOKm 40 in cash

In NOKm Contribution from	Cash contribution	Non-cash contribution**	Total equity investment	Ownership % in OLSUB
SRR Invest	175	105	280	70.0%
Seriana	50		50	12.5%
Omega Invest		45	45	11.3%
Marin Group	25		25	6.3%
Total cash contribution from equity investors	250			
Cash in management companies	40			
Total	290	150	400	100%

* Olympic Subsea AS, Olympic OCV AS, Olympic Triton II AS, Olympic Electra AS, Olympic Operation AS, Olympic Operation II AS, Olympic Holding Chartering AS and Olympic Ship International AS

** Olympic Shipping AS, including subsidiaries and other shareholdings (Olympic Chartering AS, Olympic Crewing AS, Olympic Jebsen Crew Management As (50%), Olympic Jebsen Offshore Inc. (25%) Olympic Crewing Mexico AS, Fosnavåg Ocean Academy AS (25%))

Summary of restructuring cont.

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Secured lenders

- **Fixed Amortization:** Limited amortization in the period 2017-2020. Fixed amortization relief for Olympic Subsea of NOKm 860 in the period 2017-2020
- **Cash sweep:** In Olympic Subsea from and including 2018
- **Interest:** Payment at existing terms
- **Maturities:** No balloon payments until 2021. Sum of all postponed amortization and balloon payments, less Fixed Amortization and Cash Sweep payments to fall due on 30 September 2021
- **Minimum cash covenant:** NOKm 100 in Olympic Subsea
- **Minimum value clause:** Waived until 2020. 100% in 2020; 110% in 2021; with Olympic Subsea opportunity to cure any shortfall
- **Other covenants:** Restrictions on dividends, investments etc. New covenants to be agreed from 1 October 2021

Bond-holders

- **New unsecured bond:** OLSH 02 PRO and OLSH 03 exchanged for a new bond instrument of NOKm 300 issued by Olympic Subsea ("OLSUB01")
- **Coupon:** 3% p.a. PIK
- **Maturity:** 5.5 years from settlement
- **Conversion:** OLSUB01 convertible into Olympic Subsea equity by the issuer, at certain terms (see next term sheet next page for details)
- **Call option:** OLSUB01 will be callable by issuer at certain terms (see appendix for details)
- **New mandatory convertible bond:** In addition to OLSUB01, bondholders will receive a convertible bond of NOKm 60, for an ownership share of 13.04% in Olympic Subsea

Proposed new corporate structure post-transaction

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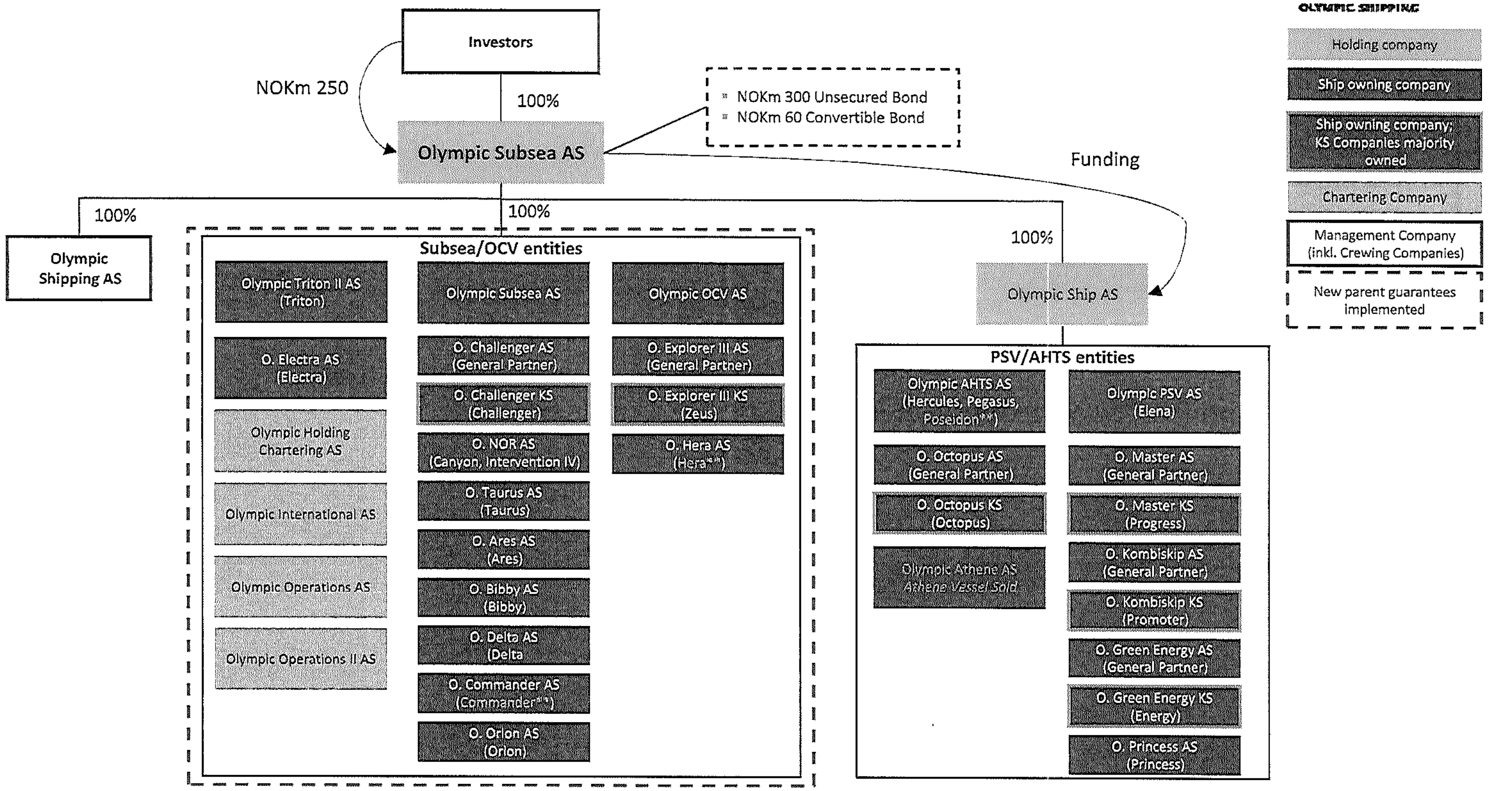
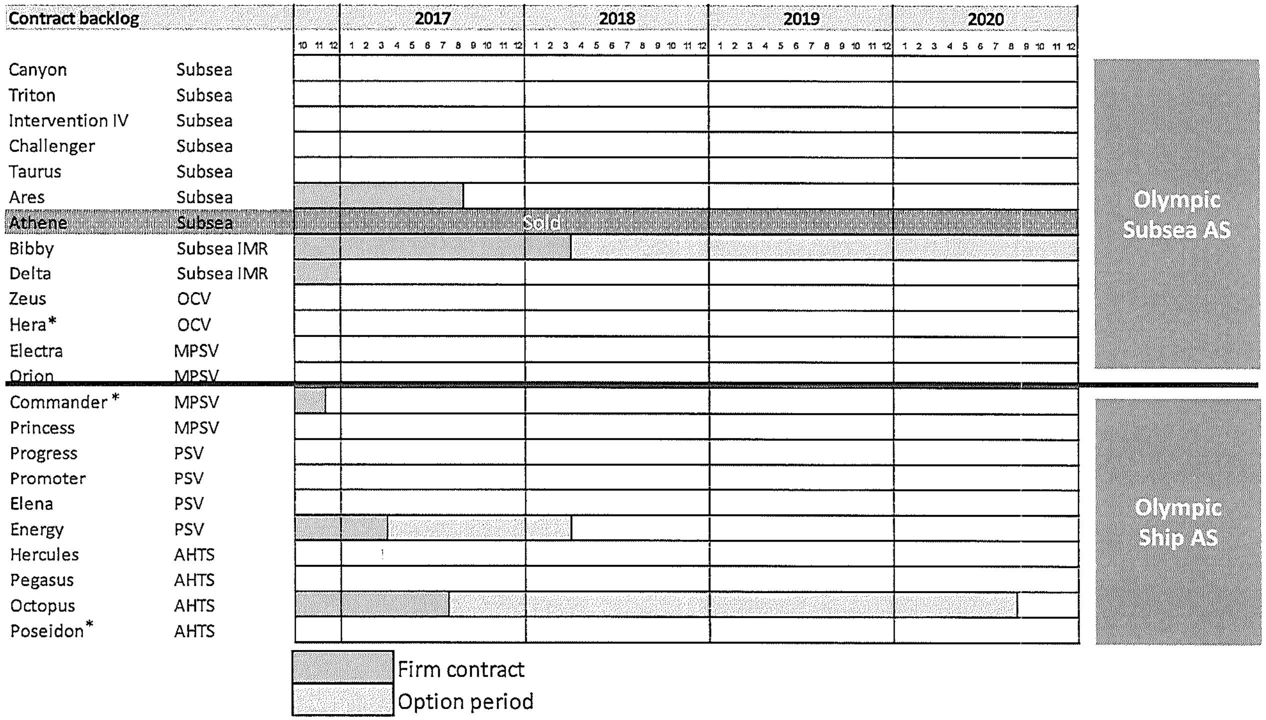


See appendix for current structure. In connection with, and to facilitate the contemplated restructuring of the group, there will be made substantial changes to the current group structure, including transfer and potential re-evaluation of the assets and liabilities of the various companies in the group together with other potential changes such as reduction and potential increase of equity and equity values, adjustment and variations of intercompany loans, and other potential steps to reach the future structure of the group as described in this presentation. In order to comply with relevant legislation appropriate adjustments might be made.

** Hera, Commander and Poseidon to be sold to undisclosed buyer in conjuction with Nordea transfer

Backlog

Despite lack of backlog, the restructuring provides runway until expected market recovery



* Hera, Commander and Poseidon to be sold to undisclosed buyer in conjuction with Nordea transfer

Olympic Subsea liquidity forecast in a low case scenario

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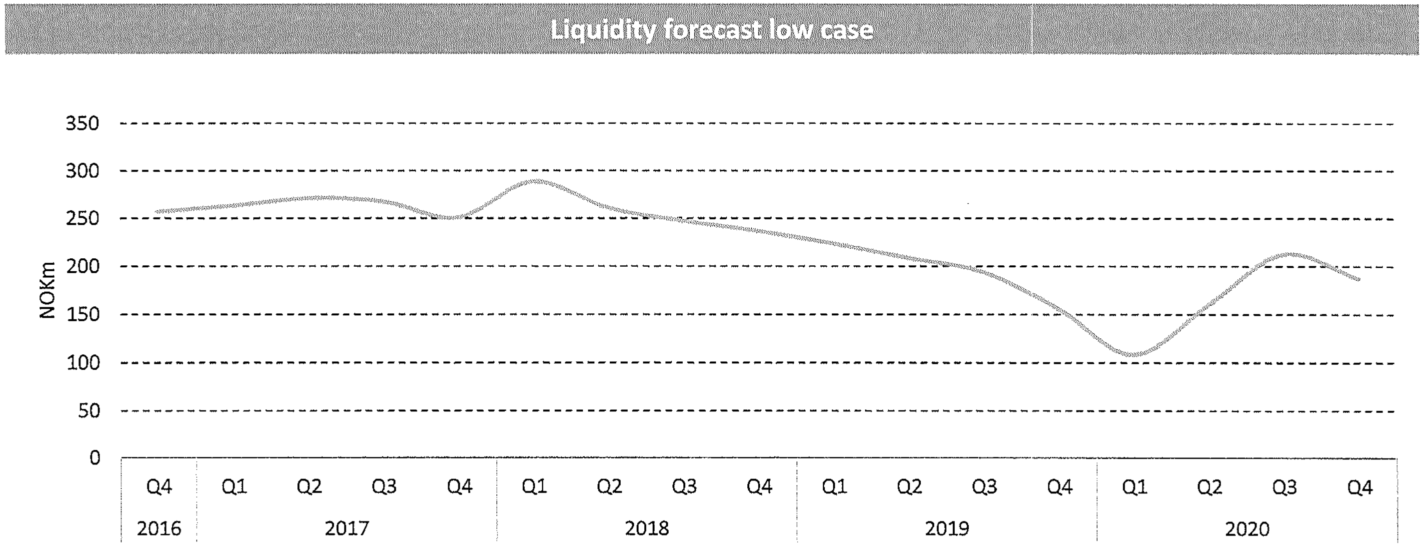
The restructuring proposal will create a new pure-play subsea company with funding to get through the current downcycle and emerge as a leading subsea player when the market recovers



Olympic Subsea – debt structure and amended fixed amortization schedule

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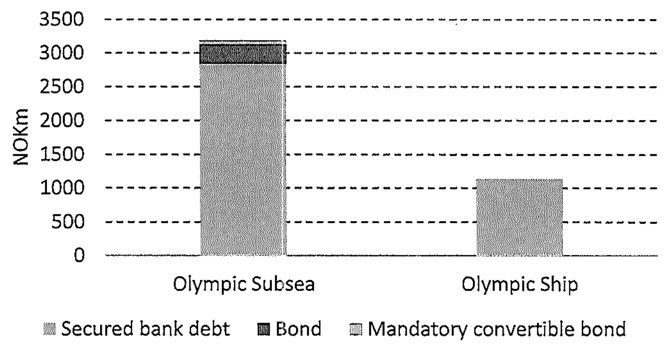
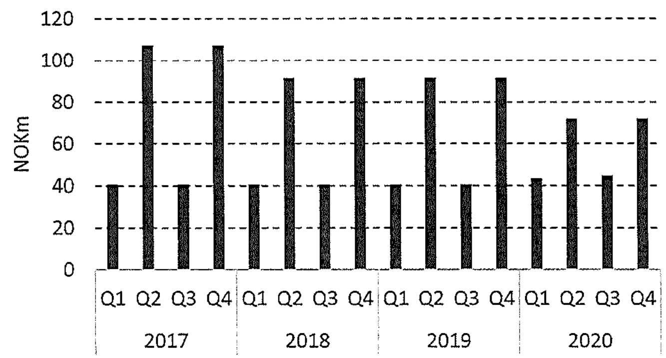
Comment

- Olympic Subsea will have NOKb 2.8 in secured bank debt in addition to new bond debt
- Olympic Ship will have secured bank debt of NOKb 1.1
- The amended fixed amortisation for Olympic Subsea in the period is 19% of the original schedule - corresponding to relief of NOKm 860

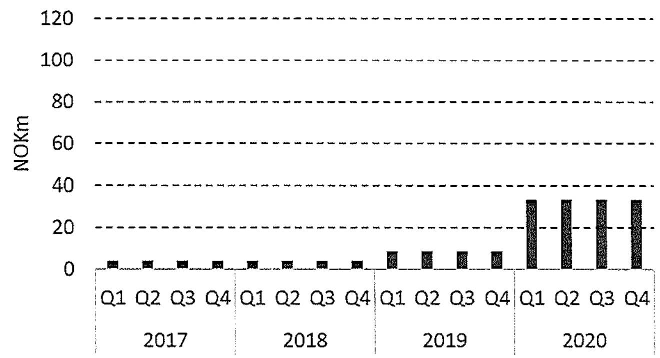
Debt Post Restructuring



Original Fixed Amortization Schedule



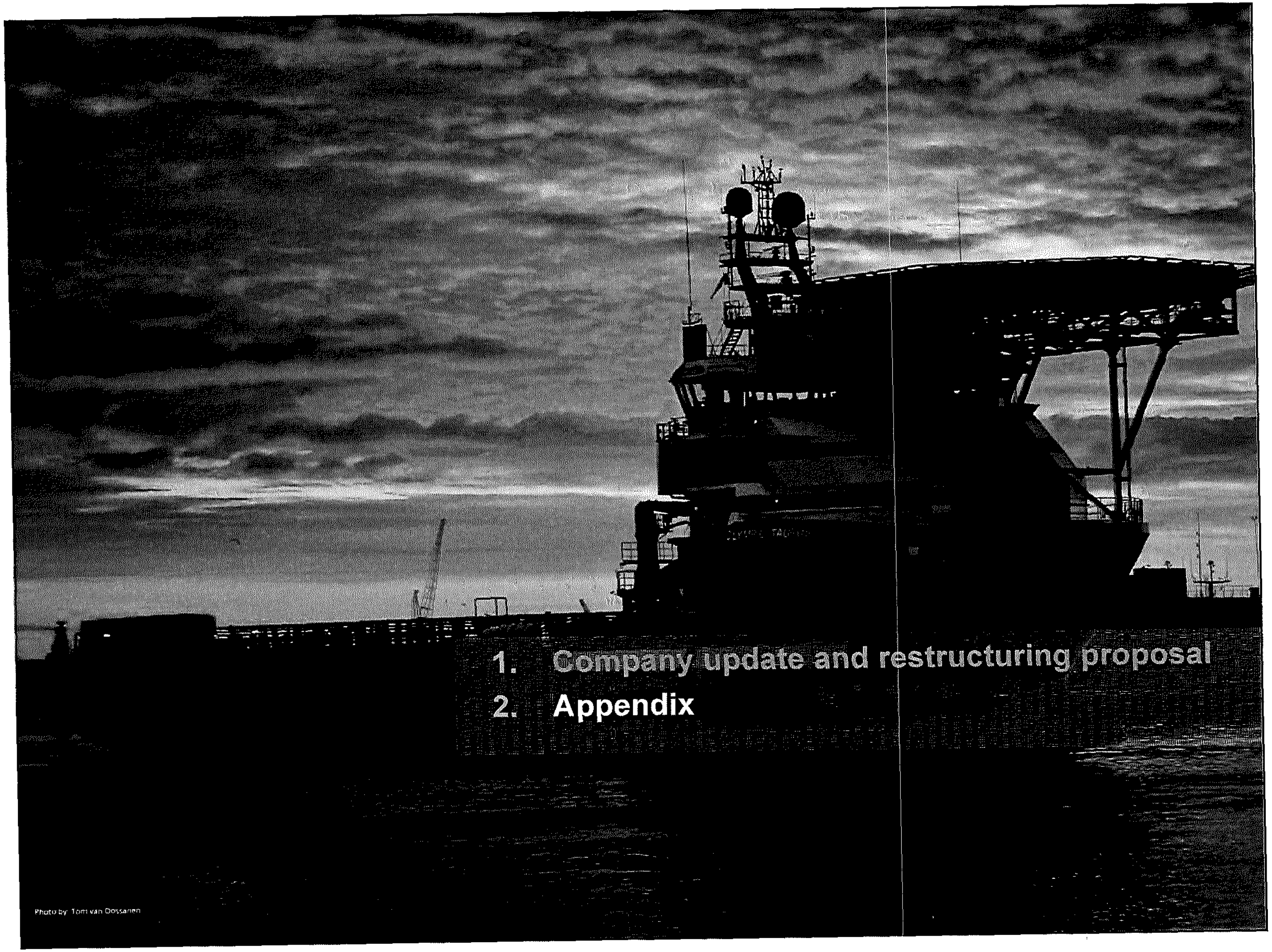
Amended Fixed Amortization Schedule



Timeline*

Event	Date
Restructuring plan is announced	9 December
Summons to bondholder meetings	9 December
Bondholder meetings	23 December
Signing of all legal documentation, incl. Global Amendment Agreement with secured bank lenders and Bond agreements with bondholders	21-23 December
Closing	January 2017

* Subject to changes


1. Company update and restructuring proposal
2. Appendix
Photo by: Tom van Dossanen

Summary of proposed terms to bondholders*

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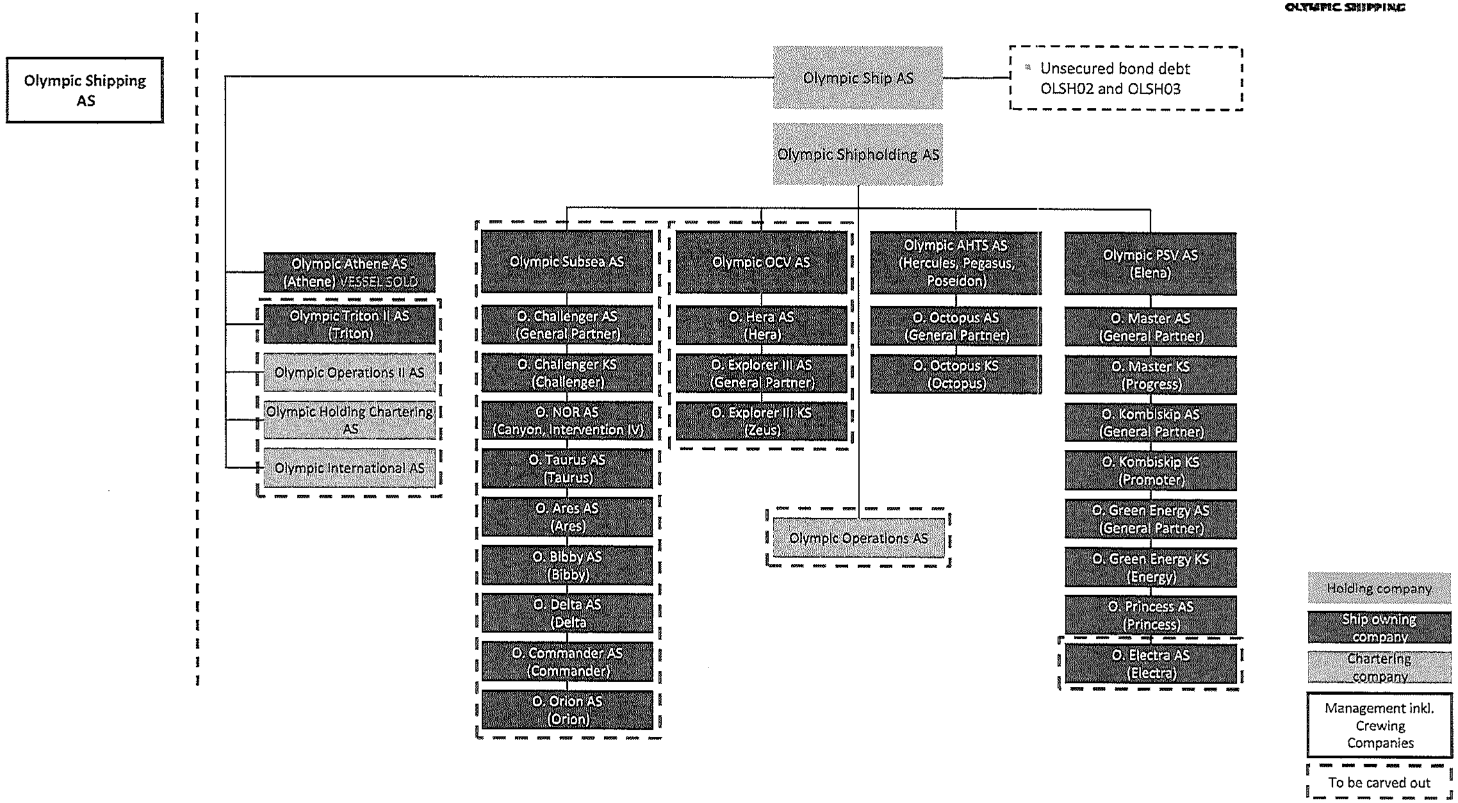
OLSH02 PRO (2017) treatment	• Net nominal amount outstanding today of NOK 300 million • Amount of NOKm 25.9 exchanged into Bondholder Equity Injection CB at a price of 100% of par • Amount of NOKm 274.1 exchanged at a price of 47.25 % in new OLSUB01 bond
OLSH03 (2019) treatment	• Net nominal amount outstanding today of NOK 395 million (NOK 105 million owned by Issuer) • Amount of NOKm 34.1 exchanged into Bondholder Equity Injection CB at a price of 100% of par • Amount of NOKm 360.9 exchanged at a price of 47.25% in new OLSUB01 bond
Convertible	• Issuer: Olympic Subsea AS • Status: Subordinated mandatory convertible • Nominal amount: NOKm 60 • Maturity Date: 5.5yr from settlement • Convertible, at the option of the holder at any time during life of the bond, automatically on maturity date, at a conversion price equal to new equity, convertible into fully diluted equity ownership of Olympic Subsea of 13.04% (excluding any additional new equity subscriptions from minority shareholders) • Other: No coupon, no financial covenants, same right as shareholders to participate in any new equity, anti dilution protection for dividends, share splits etc.
New Unsecured Bond "OLSUB01"	• Issuer: Olympic Subsea AS • Status: Senior Unsecured Bond • Nominal amount: NOKm 300 • Maturity: 5.5yr from settlement • Coupon: 3.00 % PIK coupon • Call options: at 2 year anniversary at price of 65% of par; at 3 year anniversary at price of 75% of par; at 4 year anniversary at price of 85% of par • Convertible, at the option of the company, into equity in Olympic Subsea on (i) Maturity Date at par and at a conversion price equal to market value of the Olympic Subsea shares at the time of conversion or (ii) an earlier forced acceleration date due to event of default (insolvency etc.) or restructuring due to financial distress into equity in Olympic Subsea at a price giving a post transaction ownership of 20% of the fully-diluted shares in Olympic Subsea as of the effective date of the refinancing (in which case, upon such conversion, bondholders/new shareholders entitled shall be entitled to appoint one director to the board). • Financial covenants: No dividends • Listing: Oslo Børs or Oslo ABM • Anti-dilution protection: Standard upon dividends, share splits etc. Participation rights for any new equity in the same manner as existing shareholders
Conditions Precedent	• To include inter-alia the following: ○ Cash equity issue in Olympic Subsea of minimum NOKm 250 ○ Contribution in-kind of management/crewing companies with a cash position of NOK 40 million ○ Sale of the vessel Athene, with net proceeds from such sale of minimum NOK 60 million to enhance the liquidity in Issuer ○ Binding restructuring of relevant Senior Secured Bank Facilities ○ Binding bondholder meeting resolutions, relevant board approvals, credit committee approvals

* Please see bond term sheet for further details

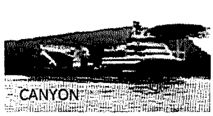
Current corporate structure and entities to be carved out

OLYMPIC
OLYMPIC SHIPPING

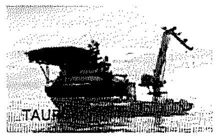


Fleet overview

OLYMPIC SUBSEA (SUBSEA/OCV)



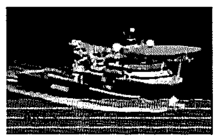
140t crane, 93m LOA
Built 2006



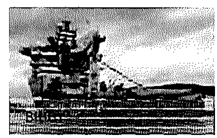
125t crane, 94m LOA
Built 2012

80t crane, 820m2 deck
Built 2015

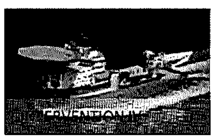
150t crane, 95m LOA
Built 2007



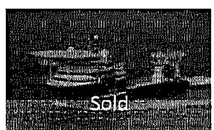
250t crane, 115m LOA
Built 2013



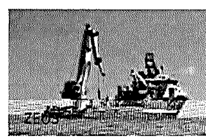
60t crane, 900m2 deck
Built 2015



150t crane, 95m LOA
Built 2008

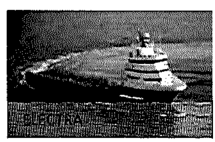


250t crane, 115m LOA
Built 2014

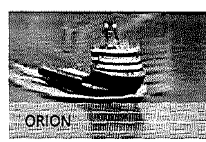


250t crane, 26,140bhp
Built 2009

250t crane, 106m LOA
Built 2008



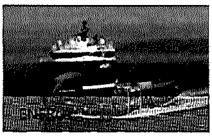
745m2 deck, 3,500 dwt
Built 2011



ROV, 60pax, 1,060m2
deck Built 2012

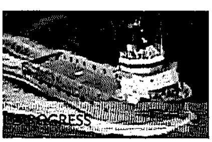
OLYMPIC
OLYMPIC SHIPPING

OLYMPIC SHIP (PSV/AHTS)

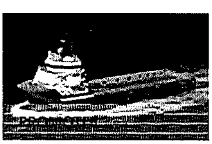


1,000m2 deck, 5,066dwt
Built 2012

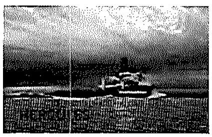
683m2 deck, 3,300dwt
Built 2007



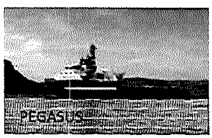
680m2 deck, 3,300dwt
Built 2005



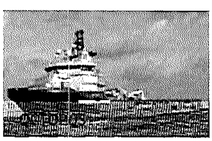
690m2 deck, 3,266dwt
Built 2005



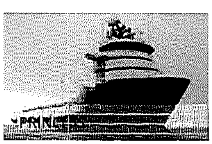
248tbp, 23,155bhp Built 2002



248tbp, 23,155bhp Built 2002

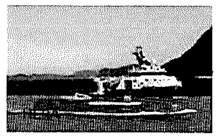


186tbp, 16,085bhp Built 2006



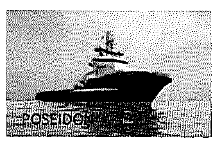
912m2 deck, 4,160 dwt
Built 1999

OTHER



26,140bhp
Built 2009

ROV, 60pax, 1,060m2 deck
Built 2012



168tbp, 14,410bhp Built 1998

Hera, Commander and Poseidon to be sold to undisclosed buyer in conjuction with Nordea

Key terms secured lenders – Olympic Subsea AS

OLYMPIC
OLYMPIC SHIPPING

- **Fixed quarterly amortization from 2017 until YE2019 ("Restructuring period")**
  - 2017: NOKm 16.4 in fixed amortisation
  - 2018: NOKm 16.4 in fixed amortisation
  - 2019: NOKm 34.3 in fixed amortisation
  - Fixed amortisation allocated per company as a percentage of original amortisation in 2016
- **Amortisation post Restructuring period**
  - From 1 January 2020, 50% of each original amortisation will be reinstated, except that it will be extended by 46 months from 30 March 2016 (the date of the First Global Amendment Agreement ("FGAA")) and allocated per company as a percentage of original amortisation in 2016
  - From 1 January 2021, the ratio shall increase to 100% following original amortisation payment (se also point on maturities)
- **Seasonal cash sweep in Restructuring period, and 2020 and 2021**
  - Semi-annual (March and September) cash sweep subject to the following sweep thresholds:
    - 2017: No sweep
    - 2018: NOKm 250 after low season and NOKm 300 after high season
    - 2019: NOKm 225 after low season and NOKm 275 after high season
    - 2020: NOKm 200 after low season and NOKm 250 after high season
    - 2021: NOKm 200 after low season and NOKm 250 after high season
    - Low season defined as from and incl. October until end of March
    - High season defined as from and incl. April until end of September
  - Allocation of cash swept:
    - 50% based on *pro rata* share of EBITDA contribution of the relevant vessel for the last six month period
    - 50% based on *pro rata* share of outstanding debt as of 30 March 2016 (the FGAA)
  - Total cash sweep capped at the original and aggregated amortization since 30 March 2016 (the FGAA)
  - All cash transfers from and to the KS entities under the cash sweep mechanism will be recorded as intercompany payables and receivables. This will keep record of KS entities' contribution to sweep and the KS owners net economic interest

Key terms secured lenders – Olympic Subsea AS cont.

OLYMPIC
OLYMPIC SHIPPING

- **Maturities**
  - The sum of all postponed amortization and balloon payments, less Fixed Amortization and Cash Sweep payments since 30 March 2016 (the FGAA) to fall due on 30 September 2021
- **Guarantees**
  - The entire existing guarantee structure to be removed and replaced by new parent company guarantee from Olympic Subsea to all ship-owning entities within Subsea Group at closing, except for O. Challenger AS and O. Challenger KS which are subject to the Nordea term sheet.
- **Minimum cash covenants in Olympic Subsea on consolidated basis where owners have the opportunity to cure the gap**
  - Backwards looking (NOKm 100 in 2017-2019): Consolidated cash position to be tested every two weeks; breach if the average balance of the last two weeks is below thresholds
    - In the event of breach, Olympic Subsea can cure up to NOKm 100 within 30 days
  - Forward looking (NOKm 100): In the event that consolidated cash falls below NOKm 180, the Company will have to produce a 13 week cash flow forecast bi weekly to be approved by a third party
- **Minimum value covenant to be waived to and including 31 December 2019 and thereafter reinstated as follows:**
  - 2020: 100% per vessel
  - 2021: 110% per vessel
  - In the event of vessel value falling below the threshold in 2020 and/or 2021, the Olympic Subsea can cure the shortfall within 30 days
  - In the event of vessel value falling below the threshold in 2020 and/or 2021, and shortfall not cured within 30 days, the relevant secured lender(s) can enforce transfer of ownership of the vessel(s) and any other security it may have against full release of any remaining outstanding debt, but not engage the relevant ship-owning entity in a bankruptcy process
  - 2022: Minimum value covenant as per original loan agreements reinstated from 1 January 2022

Key terms secured lenders – Olympic Subsea cont.

- Reset of MAC
- **Incentive to facilitate future accretive vessel sales and create a robust cash buffer**
  - In the event that a vessel is sold, excess capital above secured debt related to the vessel will be allocated 50% to an extraordinary and immediate cash sweep and 50% will be held in Olympic Subsea and increase the cash sweep threshold accordingly. In the event the vessel is owned by a KS-entity, the principles above shall be applied to a part of the excess capital equal to the participating interest of Olympic Subsea including subsidiaries
- Interest
  - Full interest payments on secured debt payable in accordance with terms of existing loan documentation excluding the margin increase in the First Global Amendment Agreement (the FGAA).
- Other covenants
  - Restrictions on dividends, investments etc. New covenants to be agreed from 1 October 2021
- **Debt towards Kleven Verft AS of NOKm 55.0 and Ulstein Group AS of NOKm 22.5 to fall due on 30 September 2021 as part of the refinancing of Olympic Subsea with no interest during period**

Key terms – Nordea-financed vessels

OLYMPIC
OLYMPIC SHIPPING

- **Vessel Challenger**
  - To be included in Olympic Subsea on Olympic Subsea terms in case of successfully entering into bareboat contract
  - If included in Olympic Subsea, NOKm 50 of the cash presently on account of Olympic Challenger AS and KS shall remain blocked on such accounts and be pledged to Nordea as security
  - If not entering into bareboat contract, will be treated equally to Hera, Commander and Poseidon except that the vessel shall be offered on the open market as soon as possible through internationally renowned brokers. Upon sale of the vessel, Olympic Challenger KS will be repaid the balance of (i) the sum of the net purchase price for the vessel and the other assets taken over and (ii) the total outstanding loan at the time of release of all debt, including interest, breakage costs and other costs associated with the relevant vessel

- **Vessels Hera, Commander and Poseidon**
  - Transferred to Nordea prior to closing, together with all funds and other assets covered by any mortgage, pledge, security or right of set-off in favour of Nordea and/or GIEK related to the said vessels, and appurtenances on board or temporarily on shore, and any net assets available to the creditors of the ship owning companies, for a set-off against the outstanding debt and against a full and final release of the Olympic Group for all debt, other security, costs, interests and obligations related to said three vessels. Through to the transfer of the Hera, Commander and Posidon vessels, total secured debt will be reduced with NOK 636.5m

Key terms – Olympic Ship (OLSH)

- **Funding of Olympic Ship**
  - Olympic Subsea to fully fund a warm-stacking scenario, incl. interest payments, from closing until 1 January 2020 in Olympic Ship, at closing, for the following entities:
    - Olympic PSV AS (vessel: Elena)
    - Olympic Green Energy KS (vessel: Energy)
    - Olympic Princess AS (vessel: Princess)
    - Olympic AHTS AS (vessels: Hercules, Pegasus – Poseidon not included ref. treatment of Nordea-financed vessels
  - In addition, Olympic Subsea will fund Olympic Ship entities' share of uncalled capital in Olympic Master KS, Olympic Kombiskip KS and Olympic Octopus KS, at closing
    - NOKm 27.2 assumed called in 2017
  - The funding will ensure that Olympic Ship will have a minimum cash balance of NOKm 33 at YE2019
  - Assuming closing at YE2016, the Gross allocation is NOKm 245.8
  - At closing, Olympic Subsea will pay to Olympic Ship AS a cash amount equal to the difference between the Gross allocation (ref. above) and the consolidated cash balance in Olympic Ship post-carve out
- **Amortisation**
  - Amortisation in Restructuring Period and until 30 September 2021: Pay as you earn per entity: All available cash flow from contracts exceeding cash used or reserved for required docking/working capital, will be used to amortize debt. Level of cash to be reserved for required docking/working capital to be agreed during documentation.
- **Maturities**
  - Same as Olympic Subsea
- **Guarantees**
  - No parent company guarantees due to ring fencing of ship owning entities, however, any surplus after sale of vessels in one OLSH Group entity and settlement of applicable cross collateralization obligations, if any, to be transferred to Olympic Ship AS and re-allocated to the shipowning entities

Key terms – Olympic Ship cont.

OLYMPIC
OLYMPIC SHIPPING

- **Minimum value covenant**
  - Same as Olympic Subsea
- **Reset of MAC**
- **Sale of vessels**
  - The secured lenders may until end of 2019, demand sale of any vessel provided 1 month written notice to Olympic Ship AS for a set-off against the outstanding loan as secured under the ship mortgage and against a full and final release of the relevant OLSH Group entity from all debt, other security, costs, interests and obligations related to the respective vessel(s).The entitlement of the secured lender in this paragraph shall not apply to vessels on contract or with new contract(s) secured
- **Transfer of vessel ownership**
  - The secured lenders may until end of 2019, upon 1 month written notice, require transfer of ownership of their respective vessels with the addition to part of the cash funding allocated to the relevant entity, at certain terms
- **Interest**
  - Same as Olympic Subsea
- **Other covenants**
  - Restrictions on dividends, investments etc. New covenants to be agreed from 1 October 2021
- **Debt towards Vard Group AS of NOKm 12.0 to fall due on 30 September 2021 with no interest during period**

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OFFSHORE - FISHERY
BEST OPERATING PRACTICES

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Bonds Term Sheet

for the bondholders in

FRN Olympic Ship AS Senior Unsecured Open Bond Issue 2012/2017 (ISIN NO 001 065993.1) (the "OLSH02 Bond")

and

FRN Olympic Ship AS Senior Callable Bond Issue 2014/2019 (ISIN NO 001 071283.9) (the "OLSH03 Bond")

OLYMPIC

*This term sheet (the "**Term Sheet**") sets out the main terms for the restructuring of Olympic Ship AS' OLSH02 Bond and OLSH03 Bond (together, the "**Existing Bond Loans**"), including, among others, an full redemption of the Existing Bond Loans by exchange into new senior unsecured bonds and mandatory convertible bonds to be issued by Olympic Subsea AS (after completion of name change from Olympic Offshore AS) ("**Olympic Subsea**"), as part of and subject to a proposed financial restructuring of the Olympic Ship Group.*

1. Restructuring of the Existing Bond Loans

As part of the Restructuring, the following will be carried out with respect to the bonds under the Existing Bond Loans (the "**Existing Bonds**"):

General:	All Existing Bonds totalling NOK 800 million of outstanding principal amount (excluding accrued interest), shall be either (i) discharged (with respect to Olympic Ship AS' own bonds (with nominal face value of NOK 105 million) or (ii) exchanged for bonds in two new bond loans to be issued by Olympic Subsea and discharged in connection therewith. The Existing Bonds will be redeemed in full by exchanged for a combination of (i) mandatory convertible bonds and (ii) senior unsecured bonds, as further described below. For the purpose of this Term Sheet, "Restructuring" means the financial and corporate restructuring of the Olympic Ship AS group as described in further detail in the company presentation enclosed as Schedule B to the summons to bondholder meetings of the OLSH02 Bond and the OLSH03 Bond dated 9 December 2016.
Exchange of Existing Bonds:	**OLSH02 Bond Loan:**

	All Existing Bonds under the OLSH02 Bond Loan totalling NOK 300 million of principal outstanding amount (excluding accrued interest), will be redeemed in full by exchanged for bonds in two new bond loans to be issued by Olympic Subsea. An amount of NOK 25.9 million of the principal outstanding amount will be exchanged for mandatory convertible bonds at an exchange price of 100% of par value under a new zero coupon convertible bond agreement (the "**Convertible Bond Agreement**"). The remaining amount of NOK 274.1 million of the principal outstanding amount will be exchanged for senior unsecured bonds at an exchange price of 47.25 % under a new senior unsecured bond agreement (the "**Senior Unsecured Bond Agreement**"). As part of the exchange all Existing Bonds (including accrued interest) under the OLSH02 Bond Loan will be redeemed in full and discharged. **OLSH03 Bond Loan:** All Existing Bonds under the OLSH03 Bond Loan, except for the Existing Bonds held by Olympic Ship AS itself (nominal NOK 105 million), totalling NOK 395 million of the principal outstanding amount, will be exchanged for bonds in the two new bond loans referred to above. An amount of NOK 34.1 million of the principal outstanding amount will be exchanged for mandatory convertible bonds at an exchange price of 100% of par value under the Convertible Bond Agreement, while the remaining amount of NOK 360.9 million of the principal outstanding amount will be exchanged for senior unsecured bonds at an exchange price of 47.25 % under the Senior Unsecured Bond Agreement. Prior to the exchange described above, the Existing Bonds held by Olympic Ship AS itself, totalling NOK 105 million of the principal outstanding amount (of an aggregate NOK 500 million principal amount) of the OLSH03 Bond Loan, will be discharged (together with any and all accrued interest) and Olympic Ship AS will not receive any Exchange Bonds (as defined below). In connection with the exchange all other Existing Bonds under the OLSH03 Bond Loan (including accrued interest) will be redeemed in full and discharged. Each Bondholder's Existing Bonds will be exchanged and allocated pro rata between the two new bond loans.

2. New bond issues by Olympic Subsea

As part of the Restructuring, Olympic Subsea will issue new unsecured bonds under the Convertible Bond Agreement and under the Senior Unsecured Bond Agreement (together referred to as the "**New Bond Agreements**") respectively, each to be entered into by Olympic Subsea (in such capacity, the "**Issuer**") and Nordic Trustee ASA as bond trustee on behalf of the respective Bondholders. The new bonds under the Convertible Bond Agreement (the "**Convertible Bonds**") and the Senior Unsecured Bond Agreement (the "**Senior Unsecured Bonds**" and together with the Convertible Bonds referred to as the

"**Exchange Bonds**") will be issued on the terms set out below:		
2.1 Terms of the New Bond Agreements		
	Convertible Bond Agreement	**Senior Unsecured Bond Agreement**
Bond Agreement:	Olympic Subsea AS zero coupon mandatory convertible NOK 60,000,000 bonds 2016/2022 bond loan agreement.	Olympic Subsea AS 3.00 % PIK senior unsecured NOK 300,000,000 bonds 2016/2022 bond loan agreement.
ISIN:	TBA.	TBA.
Expected Issue Date:	To be issued upon fulfilment of the Conditions.	To be issued upon fulfilment of the Conditions.
Issuer:	Olympic Subsea AS (after completion of name change from Olympic Offshore AS), incorporated under the laws of Norway with business registration number 917 772 533.	Olympic Subsea AS (after completion of name change from Olympic Offshore AS).
Bond Trustee:	Nordic Trustee ASA.	Nordic Trustee ASA.
Manager:	Fearnley Securities AS.	Fearnley Securities AS.
Currency:	NOK.	NOK.
Issue Amount:	NOK 60,000,000.	NOK 300,000,000.
Maturity Date:	5.5 years after the Issue Date.	5.5 years after the Issue Date.
Re-confirmation of bonds	The Issuer shall re-confirm the bonds one (1) year after the Issue Date, to secure that the Bondholders keep their conversion rights until Maturity date.	Not applicable.
Listing:	The Issuer may but shall not be obligated to seek a listing of the Convertible Bonds.	The Issuer shall within six (6) months of the Issue Date apply, for the Senior Unsecured Bonds to be admitted to listing on Oslo Børs or Oslo ABM. The Issuer shall ensure that the Senior Unsecured Bonds remain listed until discharged in full.
Repayment:	There will be no instalments payable on the Convertible Bonds. At the Maturity Date, the Convertible Bonds shall be	There will be no instalments payable on the Senior Unsecured Bonds. At the Maturity Date, the Senior Unsecured Bonds shall at the option of the Issuer either (i) be repaid in

	converted into shares in the Issuer at the Conversion Price, provided that the Convertible Bonds have not previously been converted into shares, see "*Mandatory Conversion*" below.	one bullet instalment together with all accrued but unpaid PIK interest or (ii) be settled by issuing of shares in the Issuer at the Share Settlement Price, see "*Issuer's Share Settlement Rights*".
Interest Rate:	Zero coupon.	PIK interest of 3.00 % per annum.
Interest Payment:	Not applicable, save in the event of PIK interest of 15 % accruing as set out in "Listing undertaking – shares" in clause 2.2 below. Any such PIK interest shall be paid in form of additional bonds and may not be paid in cash.	Interest will commence to accrue on the Issue Date and shall be payable annually in arrears on the interest payment day on [*date*] January in form of additional Bonds (Payment-in-Kind). The day count fraction for the coupon is 30/360, the business day convention is "unadjusted" and business day is "Oslo". Any PIK interest accruing as set out in "Listing undertaking – shares" in clause 2.2 below, shall be paid on the Maturity Date.
Issue Price:	100% of the Nominal Amount.	100% of the Nominal Amount.
Nominal Amount:	Each Convertible Bond will have a Nominal Amount of NOK 10.	Each Senior Unsecured Bond will have a Nominal Amount of NOK 1.
Use of proceeds:	The Convertible Bonds will be used as consideration for redemption of certain Existing Bonds issued by Olympic Ship AS, see "*Restructuring of the Existing Bond Loans*".	The Senior Unsecured Bonds will be used as consideration for redemption of certain Existing Bonds issued by Olympic Ship AS, see "*Restructuring of the Existing Bond Loans*".
Status of the Bonds:	The Convertible Bonds will constitute subordinated debt obligations of the Issuer (subject to Mandatory Conversion).	The Senior Unsecured Bonds will constitute unsecured debt obligations of the Issuer. The Senior Unsecured Bonds will rank *pari passu* with each other and with all other unsecured obligations of the Issuer (save for such claims which are preferred by bankruptcy, insolvency, liquidation or other similar laws of general application) and ahead of subordinated capital.
Voluntary early redemption (Call Option):	No early redemption rights.	The Issuer may redeem all or some of the outstanding Senior Unsecured Bonds: (a) at the second (2) anniversary of the Issue Date at a price of 65%

		of the Nominal Amount (including accrued interest); (b) at the third (3) anniversary of the Issue Date at a price of 75% of Nominal Amount (including accrued interest); or (c) at the fourth (4) anniversary of the Issue Date at a price of 85% of Nominal Amount (including accrued interest). Exercise of the Call Option shall be notified by the Issuer in writing to the Bond Trustee and the Bondholders at least thirty (30) Business Days prior to the settlement date of the Call Option.
Bondholder's Conversion Rights:	Each Bondholder shall be entitled to convert any or all of their Convertible Bonds into shares at the Conversion Price at any time during the Conversion Period by sending a conversion notice to the Issuer no less than 20 days prior to the proposed Conversion Date.	No conversion right for Bondholders.
Issuer's Share Settlement Rights:	No share settlement right for Issuer.	The Issuer shall be entitled to settle all (not only some) of the Senior Unsecured Bonds by issuing shares at the Share Settlement Price and at the Nominal Amount (including accrued interest) subject to: (a) the commencement of formal insolvency proceedings of the Issuer pursuant to applicable insolvency law in any relevant jurisdiction (a "**Formal Insolvency Event**"); (b) a material refinancing of the majority of the consolidated financial indebtedness of the Issuer and its group in connection with financial distress, which includes a rescheduling of such debt ("**Refinancing Event**"); and (c) on the Maturity Date by sending a share settlement notice to the Bond Trustee 5 days prior to the

		Maturity Date. In the event of exercise by the Issuer of its Share Settlement Right pursuant to (a) or (b) above, the Bondholders (in their capacity as new shareholders) shall be entitled to appoint one (1) director to the board or director of the Issuer. Notwithstanding the above, if Listing (as defined below) has not been completed on Maturity Date, the Bondholders (in their capacity as new shareholders) shall in any event be entitled to appoint at least one (1) director to the board of directors of the Issuer.
Mandatory Conversion:	All Convertible Bonds then outstanding will be converted into shares at the Conversion Price on the Maturity Date.	No mandatory conversion.
Conversion Price/Share Settlement Price:	Conversion Price means NOK 10 per share, giving the Bondholders a post-conversion fully diluted equity ownership of 13.04 % calculated on the basis of the shares in issue as of the Closing Date of the Restructuring.	Share Settlement Price means: (a) if settled pursuant to the Issuer's Share Settlement Rights on a forced acceleration date due to (i) a Formal Insolvency Event or (ii) a Refinancing Event, a price per share giving the Bondholders a post-settlement fully diluted equity ownership of 20% calculated on the basis of the shares in issue as of the Closing Date of the Restructuring; and (b) if settled pursuant to the Issuer's Share Settlement Rights on the Maturity Date, a price per share equal to the Market Value of the Issuer's shares on the Share Settlement Date. Market Value shall be (i) 30 days volume weighted average price (VWAP) or (ii) if the Issuer's shares have not been listed, a fair market value determined by appointed experts.
2.2 Common terms for the New Bond Agreements		
Adjustment to the Conversion Price/Share	The New Bond Agreements will contain provisions for adjustment of the Conversion Price/Share Settlement Price (as applicable) for the Exchange Bonds for dividends, share splits, and any other distributions to the Issuer's shareholders, adjusted as appropriate for the terms of	

Settlement Price:	the Exchange Bonds based on the Bond Trustee's standard format (long form) for convertible bonds. With respect to share issues, Bondholders holding Exchange Bonds will receive participation rights in line with holders of shares as if they had converted their Exchange Bonds into shares, i.e. receive participation rights of 13.04 % with respect to Convertible Bonds and 20 % with respect to Senior Unsecured Bonds, however with respect to the Senior Unsecured Bonds only in the event shares are issued at a share price below NOK 10 per share.
Conversion Period/Share Settlement Period:	Means the period commencing on the Issue Date and ending on the Maturity Date.
Conversion Date/Share Settlement Date:	The Conversion Date/Share Settlement Date (as applicable) will be a day no later than the 20th business day after the date on which the Issuer has received the conversion notice or the Bond trustee has received a share settlement notice (as applicable) notifying the Issuer or the Bond Trustee (as applicable) of the exercise of a Conversion Right/Share Settlement Right.
Settlement of Conversion/ Share Settlement:	If an exercise of the Conversion Right or Share Settlement Right gives rise to fractional shares, the number of shares resulting from the conversion or share settlement shall be rounded down to the nearest whole share (fractional shares will not be issued). The conversion right/share settlement right cannot be separated from the Exchange Bonds. The subscription price for the shares in the Issuer in connection with the completion of the Restructuring shall be NOK 10 per share, and the par value shall not exceed NOK 1 per share. The Issuer shall not amend the par value of its shares without the Bondholders approval.
Finance Documents:	The relevant New Bond Agreement, the Bond Trustee Agreement and any other document designated by the Issuer and the Bond Trustee as a Finance Document.
Conditions Precedent:	The Bond Issue will be subject to the following conditions precedent: (a) all required corporate approvals; (b) cash equity issue in the Issuer of minimum NOK 250 million; (c) contribution in kind of management/crewing companies with a cash position of NOK 40 million; (d) sale of the vessel Athene, with net proceeds from such sale of minimum NOK 60 million to enhance the liquidity in Issuer; (e) binding restructuring terms of the bank facilities and final New Bond Agreements agreed; (f) binding bondholder meeting resolutions under the Existing Bond Loans, relevant proposals and credit committee approvals; (g) Olympic Ship AS or Olympic Subsea shall have paid all documented fees and expenses of Clarksons Platou Securities AS, Advokatfirmaet CLP DA, and Nordic Trustee ASA incurred in

	connection with the Restructuring in accordance with their engagement letters and/or the Existing Bond Loan agreements; (h) Completion of the Restructuring; (i) Other customary conditions as reasonably requested by the Bond Trustee.
Representations and Warranties:	Same as for the bank facilities, adjusted as appropriate for the Exchange Bonds.
Information Covenants:	Standard information covenants of the Bond Trustee.
General Covenants:	No covenants for the Convertible Bonds other than (i) the participation rights (see "Adjustment to the Conversion Price/Share Settlement Price" above), (ii) the Listing undertaking (see "Listing Undertaking – shares" below) and (iii) not to introduce transfer restrictions on the Issuer's shares. The same covenants shall apply to the Senior Unsecured Bonds. Additionally, with respect to the Senior Unsecured Bonds the Issuer shall, during the term of the Senior Unsecured Bond Issue (unless the Trustee or the Bondholders' meeting (as the case may be) in writing has agreed to otherwise), comply with the Trustee's customary reporting obligations, with reporting on a quarterly basis. In addition, the Issuer shall ensure that (i) the holders of the Senior Unsecured Bonds shall have preferential allocation of equity in line with holders of common equity as further provided above; (ii) the group complies in all material respects with all laws and regulations it or they may be subject to from time to time; (iii) the Issuer does not change its type of organisation; (iv) the group does not engage in any transaction with any related third party (excluding, for the avoidance of doubt, other Group Companies) except upon arm's length terms; and (v) the group does not complete any merger, demerger or other disposal if such transaction would have a material adverse effect. For this purpose, "material adverse effect" shall mean material adverse effect on (a) the Issuer's ability to perform and comply with its obligations under the bonds or (b) the validity or enforceability of the bond agreement.
Financial Covenants:	No financial covenants in the Convertible Bond Agreement. With respect to the Senior Unsecured Bond Agreement, the Issuer shall not (i) declare or make any dividend payment or other equity or capital distributions or payments (including group contributions) to, (ii) make any loans to or service any loans from, or (iii) repurchase shares from, its shareholders, in each case whether in cash or in kind, (including without limitation enter into any total return swaps or instruments with similar effect).
Listing undertaking - shares	Issuer to (i) undertake all legal steps required to ensure that the Issuer's shares will be listed on Oslo Stock Exchange, Oslo Axess or Mercur Market (however, with respect to Merkur Market subject to no changes having occurred which significantly increase the threshold for

	listing on that market place) within 24 months after the Issue Date ("**Listing**"), and (ii) on a best effort basis ensure that such listing is obtained including by passing of relevant resolutions. If only the Bondholders require Listing to take place, the Convertible Bonds shall be converted in connection with Listing. If Listing is not completed within 24 months from the Issue Date or the Issuer breaches its best effort obligation to obtain Listing, the Convertible Bonds shall receive PIK interest of 15 % per annum until Listing has been completed.
Event of Defaults:	The Bond Agreement shall include standard event of default provisions, as well as cross default provisions for the Issuer on any financial indebtedness of a total of USD 10 million or more. With respect to the Convertible Bond, Bondholders may only require repayment/redemption through conversion into shares.
Bond Agreement and Terms of Subscription:	The New Bond Agreements will be entered into by the Issuer and the Bond Trustee acting as the Bondholders' representative, and shall be based on the Bond Trustee's Norwegian standard. The New Bond Agreements will regulate the Bondholders' rights and obligations with respect to the Exchange Bonds. If any discrepancy should occur between this Term Sheet and the New Bond Agreements, then the New Bond Agreement shall prevail. The New Bond Agreements shall include provisions on the Bond Trustee's right to represent the Bondholders, including a "no action" clause, meaning that no individual Bondholder may take any legal action against the Issuer individually (as further described in the New Bond Agreements). The New Bond Agreements will further contain provisions regulating the duties of the Bond Trustee, procedures for Bondholders' Meetings and applicable quorum and majority requirements for Bondholders' consent, whereas a sufficient majority of Bondholders may materially amend the provision of the New Bond Agreements or discharge the Exchange Bonds in part or in full without the consent of all Bondholders, as well as other provisions customary for a bond offering as described herein. Each subscriber of Exchange Bonds is deemed to have granted authority to the Bond Trustee to finalize the New Bond Agreements. Although minor adjustments compared to the terms described in this Term Sheet may occur, the provisions in the New Bond Agreements will be substantially consistent with those set forth in this Term Sheet.
Defined terms:	Capitalised terms used but not defined herein shall have the meaning ascribed to such terms in the Bond Trustee's Norwegian standard bond agreement.
Securities Depository:	The Exchange Bonds will be registered in VPS ASA.
Repurchase of Bonds:	The Issuer may purchase and hold Exchange Bonds and such Exchange Bonds may be retained, sold or cancelled in the Issuer's sole discretion. No voting right for own bonds or bonds owned by affiliates of Issuer
Transfer Restrictions:	The Exchange Bonds are freely transferable and may be pledged, subject to the following:

	(i) Bondholders may be subject to purchase or transfer restrictions with regard to the Exchange Bonds, as applicable from time to time under local laws to which a Bondholder may be subject (due e.g. to its nationality, its residency, its registered address, its place(s) for doing business). Each Bondholder must ensure compliance with local laws and regulations applicable at own cost and expense; and (ii) Notwithstanding the above, a Bondholder which has purchased the Exchange Bonds in contradiction to mandatory restrictions applicable may nevertheless utilize its voting rights under the Bond Terms provided that the Issuer shall not incur any additional liability by complying with its obligations to such Bondholder.
Governing Law:	Norwegian law.

3. Bondholder Undertakings	
No liability:	The Bondholders will not seek to hold the Bond Trustee, Olympic Ship AS, the Issuer, any of their subsidiaries (together the "**Companies**"), or directors, officers, management, employees or advisors of the Companies personally liable under the Existing Bond Loans for any loss arising from the transactions contemplated by the Restructuring or the completion thereof, save for loss due to gross negligence, fraud or wilful misconduct of such persons. The parties agree that any director, officer, employee or advisor that is entitled to protection under this provision may rely on and enforce this clause directly against any party.