

AMENDMENT AGREEMENT

to

the Bond Agreement

between

Boa OCV AS
(Issuer)

and

Nordic Trustee ASA
(Bond Trustee)

on behalf of

the Bondholders

in the bond issue

FRN Boa OSV AS Senior Secured Bond Issue 2014/2019

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This agreement (the “**Amendment Agreement**”) has been entered into on 17 July 2017 between:

- (1) Boa OCV AS (a company existing under the laws of Norway with registration number 984 158 939) as issuer (the “**Issuer**”), and
- (2) Nordic Trustee ASA (a company existing under the laws of Norway with registration number 963 342 624) as bond trustee (the “**Bond Trustee**”).

1. THE SCOPE OF THE AMENDMENT AGREEMENT

The Amendment Agreement comprises amendments to the agreement relating to “FRN Boa OCV AS Senior Secured Bond Issue 2014/2019” - ISIN NO 001 0720790 (originally dated 6 October 2014, the “**Bond Agreement**”), based on resolution adopted at the Bondholders’ Meeting held 7 July 2017.

2. DEFINITIONS

“**Assignment Agreement**” means the assignment agreement dated 20 October 2014 between the Issuer and the Bond Trustee in relation to the Issuer’s Earnings and Insurances and the Internal Loan.

“**Budget**” has the meaning given to that term in the Restated Bond Agreement.

“**CapEx Reserve Account**” has the meaning given to that term in the Restated Bond Agreement.

“**Completion Date**” means the date on which the Bond Trustee has confirmed in writing to the Issuer that it has received all of the documents and evidence set out in Schedule 1 (*Conditions Precedent*), each in a form and substance satisfactory to it, which is the date the Amendments (as defined in the Term Sheet) shall be implemented, the date of delivery of the conditions precedent to be no later than 30 September 2017.

“**Earnings Account**” has the meaning given to that term in the Restated Bond Agreement.

“**Existing Charters**” means Boa Sub C: Charterparty dated 31 March 2017 between the Owners - Boa OCV AS and the Charterers - Adwen GMBH, Am Lunedeich 156, D-27572 Bremerhaven, Germany. Boa Sub C: Charterparty dated 31 March 2017 between the Owners - Boa OCV AS and the Charterers - Adwen GMBH, Am Lunedeich 156, D-27572 Bremerhaven, Germany.

“**Gulmar Claim**” has the meaning given to that term in the Restated Bond Agreement.

“**Initial Cash Distribution**” means the distribution of cash in accordance with Clause 5 (*The Initial Cash Distribution*).

“**Internal Loan Agreement**” has the meaning given to that term in the Restated Bond Agreement.

“**Internal Loan Components**” has the meaning given to that term in the Restated Bond Agreement.

“**Liquidity Account**” has the meaning given to that term in the Restated Bond Agreement.

“**Liquidity Funding**” has the meaning given to that term in the Restated Bond Agreement.

“**Management Newco**” has the meaning given to that term in the Restated Bond Agreement.

“**Restated Bond Agreement**” means the form of amended and restated Bond Agreement set out in Schedule 2 (*Amended and Restated Bond Agreement*).

“**Share Pledge Agreement**” means the share pledge agreement dated 20 October 2014 between the Parent and the Bond Trustee in respect of the shares (100%) in the Issuer.

“**Settlement Date**” means the date falling four (4) Business Days after the Completion Date.

“**Stock Accession Option**” has the meaning given to that term in the Restated Bond Agreement.

“**Term Sheet**” has the meaning given to that term in the Restated Bond Agreement.

Capitalised terms used in this Amendment Agreement shall have the meaning given to such terms in the Bond Agreement unless otherwise defined herein.

3. AMENDMENT AND RESTATEMENT OF THE BOND AGREEMENT

With effect from the Completion Date, the Bond Agreement will be amended and restated in the form set out in Schedule 2 (*Amended and Restated Bond Agreement*).

4. EVENT OF DEFAULT - REMEDY AND STOCK ACCESSION OPTION

As a consequence of Events of Defaults that are continuing at the date of this Amendment Agreement (the “**Pre-Completion Date Events of Default**”), the Bond Trustee is at the date of this Amendment Agreement entitled to (amongst other) enforce the Share Pledge Agreement. The Bond Trustee shall continue to hold the right to enforce the Share Pledge Agreement on behalf of the Bondholders by exercising the Stock Accession Option at any time notwithstanding the entry into of this Amendment Agreement or any other Finance Document or the occurrence of the Completion Date. With effect from the Completion Date, the Pre-Completion Date Events of Default that was continuing up until the Completion Date is, except for the purpose of the Stock Accession Option (being an agreed procedure for enforcement pursuant to the Norwegian Enforcement Act of 1992 section 1-3(2)), remedied on the Completion Date.

5. THE INITIAL CASH DISTRIBUTION

- (a) The Issuer shall on the Completion Date receive its pro rata share of the excess cash in the Parent as per Schedule 3 of the Term Sheet (including the received proceeds from the Gulmar Claim), estimated to be appr. NOK 82,251,975.
- (b) The Initial Cash Distribution to the Issuer to be in the form of partial down-payment of the existing claim under the Internal Loan Agreement (after which the remaining claim under the Internal Loan Agreement is to be further reduced to the Internal Loan Components (b)-(e)).
- (c) The Initial Cash Distribution shall be allocated between the Issuer’s bank accounts as follows:

- (i) NOK 20,000,000 to the Earnings Account (and swept to the Liquidity Account in accordance with Clause 13.5.2 of the Bond Agreement as applicable);
- (ii) NOK 36,000,000 to the CapEx Reserve Account; and
- (iii) The remaining amount to the Liquidity Account.

6. SETTLEMENT OF ACCRUED INTEREST

Any accrued interest to, but excluding, the Settlement Date (including default interest and coupon claims) shall be settled on the Settlement Date in the form of additional Bonds ("PIK Bonds"). The PIK Bonds will be paid to the respective holders of the coupon claims on the Settlement Date, which means that if the Bonds have been traded the recipient of the PIK Bonds may not be the same persons or entities as the Bondholders at the time of distribution.

7. AMENDMENTS AND SUPPLEMENTS TO THE SECURITY DOCUMENTS

- (a) The definition of Secured Liabilities (or similar definition defining the secured obligations) in the Security Documents shall be extended to also include present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Issuer to the Bond Trustee and the Bondholders under any document entered into in relation to any Liquidity Funding.
- (b) In respect of the Share Pledge Agreement:
 - (i) In addition to the remedies available pursuant to the Share Pledge Agreement, the Bond Trustee shall have the right to exercise the Stock Accession Option (for the avoidance of doubt, whether or not an Event of Default has occurred or is continuing). The Stock Accession Option is without prejudice to any other rights and remedies which the Bond Trustee and the Bondholders may have prior to, on or after the date of this Agreement and/or the Completion Date in relation to any circumstances or matter, whether or not subsisting at the date of this Agreement or the Completion Date and whether arising under contract, statute or otherwise, including without limitations in respect of the Share Pledge, and such rights are hereby expressly reserved.
 - (ii) The maximum amount in the Share Pledge Agreement clause 2.2 shall be increased to NOK 1,300,000,000 plus any unpaid interest, default interest, fees, liabilities, costs and expenses.
 - (iii) The Parent shall as a condition precedent to the Completion Date procure that the Parent issues a power of attorney to the Bond Trustee in form and substance satisfactory to the Bond Trustee for the Bond Trustee to exercise all voting rights and other shareholders' rights in respect of the Security Assets (as defined in the Share Pledge Agreement) if an Event of Default has occurred and is continuing or if the Stock Accession Option is exercised.
- (c) In respect of the Assignment Agreement:
 - (i) The Issuer hereby assign by way of security all its rights, title and interest under the Existing Charters, including any Earnings payable to the Issuer

thereunder (whether present or future, actual or contingent), and such rights, title and interest shall be subject to the Assignment Agreement as Assigned Property (as defined in the Assignment Agreement); and

(ii) The Issuer hereby confirms that the Assigned Property (as defined in the Assignment Agreement) shall comprise any sums payable under or in relation to the Internal Loan Agreement (as amended and restated on the Completion Date).

(d) The Issuer shall procure that the following additional Security Documents and Finance Documents are provided as a condition precedent to the Completion Date, each in form and substance satisfactory to the Bond Trustee:

(i) Account Pledge in respect of the Earnings Account, the Liquidity Account and the CapEx Reserve Account;

(ii) The Assignment of Management Agreements;

(iii) Notice of assignment of Earnings to the Charterers under the Existing Charters;

(iv) Supplement to the Subordination Agreement in relation to change of Vessel Manager from the Parent to Management Newco; and

(v) Amendments to the Mortgages.

8. CONFIRMATIONS - SECURITY DOCUMENTS AND OTHER FINANCE DOCUMENTS

(a) The provisions of the Bond Agreement and the other Finance Documents shall, save as amended by this Agreement, continue in full force and effect.

(b) The Issuer confirms that any security created or given by it under any Finance Document will continue in full force and effect, subject to the amendments contemplated by this Agreement, and shall continue to secure the obligations of the Issuer under the Finance Documents (including the amended and restated Bond Agreement).

(c) The Issuer represents and warrants that the representations and warranties in Clause 7 (*Representations and Warranties*) in the Bond Agreement are true and correct in all material respects.

9. MISCELLANEOUS

9.1 Incorporation of terms

The provisions of Clause 18.7 (*Dispute resolution and legal venue*) of the Bond Agreement shall be incorporated into this Amendment Agreement as if set out in full in this Amendment Agreement and as if references in those clauses to "this Bond Agreement" are references to this Amendment Agreement.

9.2 Additional Finance Document

This Amendment Agreement shall constitute a "Finance Document" for the purposes of the Bond Agreement.

This Amendment Agreement has been executed in two originals, of which the Issuer and the Bond Trustee retain one each.

Boa OCV AS

Nordic Trustee ASA


.....
Helge Kvern
Issuer
CEO & Chairman

.....
Bond Trustee

This Amendment Agreement has been executed in - 2 - two - copies (originals), of which the Issuer and the Bond Trustee keep one each.

This Amendment Agreement has been executed in two originals, of which the Issuer and the Bond Trustee retain one each.

Boa OCV AS

Nordic Trustee ASA



.....

.....

Issuer

Bond Trustee

Vivian Trøsch
Attorney-at-Law

This Amendment Agreement has been executed in - 2 - two - copies (originals), of which the Issuer and the Bond Trustee keep one each.

SCHEDULE 1
CONDITIONS PRECEDENT

Capitalised terms used in this Schedule 1 shall have the meaning given to such terms in the Term Sheet unless otherwise defined in this Amendment Agreement or the Bond Agreement.

1. Approval of the Amendments, the Term Sheet, the relevant Finance Documents and any other documents related thereto or required thereunder by the board of directors (and, where applicable, extraordinary general meeting) of each of TBK, BOFF, Boa OCV, Boa SBL, NFDS Offshore 1 AS, NFDS Offshore 2 AS, Boa Tugs AS and Boa Barges AS.
2. Unless already included in the relevant corporate resolutions, a power of attorney from the TBK, BOFF, Boa OCV and Boa SBL to relevant individuals for their execution of the relevant documents, or extracts from the relevant register or similar documentation evidencing that the individuals are authorized to sign on behalf of the relevant company.
3. In respect of TBK, BOFF, Boa OCV and Boa SBL, certified copies of (i) the certificate of incorporation or other similar official document, evidencing that each of them is validly existing and (ii) the articles of association.
4. Relevant amendments to the articles of association (including minutes from extraordinary general meeting) of Boa OCV and Boa SBL.
5. Approval of the Amendments and the Term Sheet by a duly convened bondholders' meeting for each of the Bonds.
6. Approval of the Amendments and the Term Sheet by the respective credit committees (or similar) of each of the Bank Creditors.
7. Execution of the Finance Documents (as defined in the Term Sheet), including:
 - (a) amendment agreement to each of the Bond Agreements;
 - (b) Account Pledge in respect of applicable accounts;
 - (c) amendment agreements to the Security Documents (as defined in the OCV Bond Agreement, the SBL Bond Agreement and the Bank Loan Facilities);
 - (d) amendment agreements to the other Finance Documents (as defined in the Bond Agreements);
 - (e) amendment and restatement agreement to the OCV Internal Loan Agreement and the SBL Internal Loan Agreement;
 - (f) covenant agreement between BOFF and the Bond Trustee in respect of the OCV Bond Issue and the SBL Bond Issue (respectively); and
 - (g) undertaking from TBK to the Bond Trustee in respect of each of the Bond Issues (respectively).

8. Execution of Management agreements (amending and restating or substituting the existing management agreements with BOFF) between Management Newco and each of Boa OCV and Boa SBL, respectively.
9. Confirmation that intra-group loan agreements, management agreements and other agreements and intra-group transactions required to implement the Term Sheet have been executed, including confirmation that:
 - (a) intra-group claims save for the OCV Internal Loan, the SBL Internal Loan and claims against companies within the “Boa Bank” leg without recourse to BOFF or the “Boa Bond” leg have been converted or release (no settlement in cash of intra-group claims other than to facilitate distribution of cash by BOFF to Boa OCV and BOA SBL in accordance with the Term Sheet);
 - (b) no claims with recourse to BOFF except for the OCV Internal Loan Agreement and the SBL Internal Loan Agreement;
 - (c) no claims with recourse to Boa OCV or Boa SBL; and
 - (d) the organisation structure of the Group is as set out in Schedule 7 to the Term Sheet.
10. Evidence that all guarantees from the Parent and the Ultimate Parent have been released (except for the guarantee for the Subordinated Bonds and the two existing performance guarantees provided by the Parent to the benefit of Boa Barges AS to Irwing Shipbuilding and Saipem).
11. Evidence that the OCV Stock Accession Option and the SBL Stock Accession Option is noted in the share registers of the Issuer and Boa SBL.
12. Evidence that the minimum cash immediately prior to the Completion Date is as follows:
 - (a) in the Issuer, either (A) NOK 24,600,000 or (B) 13,500,000 (item (A) applies if the approx. NOK 31,000,000 invoice payable by a third party to the Issuer has been paid to the Issuer prior to the Completion Date, and item (B) applies if the said invoice has not been paid at that time);
 - (b) in BOA SBL, NOK 45,000,000; and
 - (c) in the Parent, NOK 63,000,000.
13. Evidence that the Initial Cash Distributions will be made on the respective due dates.
14. Evidence that the accrued interest will be settled in accordance with Clause 6 (*Settlement of Accrued interest*).
15. Evidence that Management Newco has been incorporated.
16. Evidence that the applicable accounts (including Earnings Account, Liquidity Account and CapEx Reserve Account for each of Boa OCV and Boa SBL) have been established and funded as per the Term Sheet.

17. Execution of relevant documentation to implement the key personnel incentive plan in accordance with the Term Sheet.
18. Delivery of the Budget.
19. Delivery of the OCV Operational Report and the SBL Operational Report.
20. Delivery of an update on the TBK Assets Realization process.
21. Bondholders' representative to be appointed as board member in Boa OCV and Boa SBL, with board of directors of each of Boa OCV and Boa SBL limited to three (3) board members.
22. Evidence that Boa Barges AS' portion of the Bonus Pool Cash Component is paid to the Parent.
23. Confirmation from the Bank Creditors that cash cover has been provided by entities within the "Boa Bank" leg of Bank Creditors' restructuring costs as per the Bank Loan Facilities.
24. Evidence that the relevant members of the Group has paid all Bondholder expenses, including but not limited to Bond Trustee expenses, legal advisor fees, and financial advisor fees.
25. Evidence that the repurchased Subordinated Bonds (Issuer's Bonds) has been cancelled so the aggregate Outstanding Bonds (as defined in the Subordinated Bond Agreement) equals NOK 61,060,000 and that Unsecured Bonds (Issuer's Bonds) has been cancelled so the aggregate Outstanding Bonds (as defined in the Unsecured Bond Agreement) equals NOK 499,000,000.
26. Written confirmation to Eksportkreditt that GIEK has approved the Amendment Agreements to the relevant Bank Loan Facilities where Eksportkreditt is the lender.
27. Written confirmation from legal advisor that all GIEKs conditions have been included in the relevant Finance Documents (as defined in the Term Sheet).
28. Evidence satisfactory to Eksportkreditt that the GIEK Guarantee and SMN Guarantee are and will continue in full force and effect at the Completion Date.
29. Confirmation from the Bank Creditors (or their nominee) that all conditions precedent for effectiveness of the amendments to the Bank Loan Facilities and completion of the Amendments (except for a similar confirmation from the Bond Trustee in respect of the Bond Agreements, if required) have been satisfied or waived.
30. Other conditions precedent reasonably requested by the Bond Trustee or the Bank Creditors.

SCHEDULE 2
AMENDED AND RESTATED BOND AGREEMENT

AMENDED AND RESTATED

BOND AGREEMENT

between

BOA OCV AS
(Issuer)

and

Nordic Trustee ASA
(Bond Trustee)

on behalf of

the Bondholders

In the bond issue

FRN Boa OCV AS Senior Secured Bond Issue 2014/2019

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This agreement, originally dated 6 October 2014, as amended and restated by an amendment and restatement agreement dated 17 July 2017 (the “**Amendment Agreement**”), has been entered into between

- (1) **BOA OCV AS**, a company existing under the laws of Norway with registration number 984 158 939, as issuer (the “**Issuer**”), and
- (2) **NORDIC TRUSTEE ASA**, a company existing under the laws of Norway with registration number 963 342 624, as bond trustee (the “**Bond Trustee**”).

1. INTERPRETATION

1.1 Definitions

In this Bond Agreement, the following terms shall have the following meanings:

“**Acceptable Bank**” means an Account Bank.

“**Account Bank**” means a Norwegian bank with a credit rating of minimum “A-“ by Standard & Poor or equivalent by Moody’s or Fitch and being acceptable to the Bond Trustee.

“**Account Manager**” means a Bondholder’s account manager in the Securities Depository.

“**Account Pledge**” means the first priority pledges by the Issuer in favour of the Bond Trustee (on behalf of the Bondholders) over the CapEx Reserve Account, the Earnings Account(s) and the Liquidity Account.

“**Accounts**” means the Escrow Account, the Bond Escrow Account, the Bond Bank Account, the CapEx Reserve Account, the Earnings Account(s) and the Liquidity Account.

“**Additional Bonds**” means the PIK Bonds issued in accordance with the Amendment Agreement and the Bonds issued as settlement for payment of PIK Interest in accordance with Clause 9.

“**Amendment Agreement Effective Date**” means the Completion Date (as defined in the Amendment Agreement).

“**Amendment Agreement Settlement Date**” means the date falling four (4) Business Days after the Amendment Agreement Effective Date.

“**Assignment Agreement**” means the first priority assignment by the Issuer in favour of the Bond Trustee (on behalf of the Bondholders) of:

- (a) all its Earnings;
- (b) all its monetary claims under or in relation to any Insurances; and
- (c) all its monetary claims under or in relation to any Internal Loans.

“**Assignment of Charter**” means the first priority assignment by the Issuer in favour of the Bond Trustee (on behalf of the Bondholders) of all its rights to and title and interest under, whether present or future, any Charter, provided that such assignment is permitted

pursuant to the terms of the Charter(s) (it being understood that the Issuer shall use its reasonable endeavours to agree Charter(s) that allows such assignment) and applicable law. The Issuer shall give notice and use its best endeavours to obtain consent and acknowledgement of such assignment from any Charterer.

“Assignment of Management Agreement” means the first priority assignment by the Issuer in favour of the Bond Trustee (on behalf of the Bondholders) of all its rights to and title and interest under, whether present or future, any Management Agreement, provided that (if entered into with a manager which is not a member of the Parent Group) such assignment is permitted pursuant to the terms of the Management Agreement(s) (it being understood that the Issuer shall use its reasonable endeavours to agree Management Agreement(s) that allows such assignment) and applicable law. The assignment shall allow (to the extent contractually and legally permissible) direct cure and step-in rights and termination rights in case of default.

“Boa SBL” means Boa SBL AS, incorporated in Norway with organisation no. 990 899 576, a company 100% directly owned by the Parent.

“Bond Agreement” means this bond agreement, including the Schedules, each as amended from time to time.

“Bond Bank Account” means an account held by the Issuer with the Account Bank, for the purpose of receiving payment of interest and instalments under the Existing Bonds for the Roll-Over Bonds on the Bond Escrow Account, blocked and pledged on first priority in favour of the Bond Trustee (on behalf of the holders of the Temporary Bonds).

“Bond Bank Account Pledge” means the first priority pledge by the Issuer in favour of the Bond Trustee (on behalf of the holders of the Temporary Bonds) over the Bond Bank Account, where the Account Bank operating the account has waived any set-off rights.

“Bond Defeasance” shall have the meaning given to it in Clause 18.2.

“Bond Escrow Account” means an escrow account in the name of the Issuer with the Securities Depository, blocked and pledged on first priority in favour of the Bond Trustee (on behalf of the holders of the Temporary Bonds).

“Bond Escrow Account Pledge” means the first priority pledge by the Issuer in favour of the Bond Trustee (on behalf of the holders of the Temporary Bonds) over the Bond Escrow Account.

“Bond Issue” means the bond issue constituted by the Bonds.

“Bondholder” means a holder of Bond(s), as registered in the Securities Depository, from time to time.

“Bondholder Nominated Director” means the member of the board of directors of the Issuer nominated by the Bond Trustee in accordance with Clause 13.4.6(a).

“Bondholders’ Meeting” means a meeting of Bondholders, as set out in Clause 16.



“Bonds” means the debt instruments issued by the Issuer pursuant to this Bond Agreement, including, for the avoidance of doubt, any Additional Bonds.

“Budget” means the financial model provided by the Issuer to the Bond Trustee 14 June 2017, including budget for the Issuer, the Parent and Boa SBL.

“Business Day” means any day on which commercial banks are open for general business and can settle foreign currency transactions in Oslo.

“Business Day Convention” means no adjustment will be made, notwithstanding the Payment Date occurs on a day that is not a Business Day, and if such date is not a Business Day, payments of interest and/or principal (as the case may be) will be made on the first following day that is a Business Day (*No Adjustments of Business Day*).

“CapEx Reserve Account” means an account held by the Issuer with an Account Bank for the purpose of pre-funding SPS expenses related to Boa Sub C, blocked and pledged on first priority in favour of the Bond Trustee (on behalf of the Bondholders).

“Change of Control Event” means if and when:

- (a) any person or group (as such term is defined in the Norwegian Limited Liability Companies Act (Act 1997/44) § 1-3), other than the Ultimate Parent, becomes the owner, directly or indirectly, of more than 50.0% of the outstanding shares of the Parent; or
- (b) any person or group (as such term is defined in the Norwegian Limited Liability Companies Act (Act 1997/44) § 1-3), other than Ole T. Bjørnevik and affiliates, becomes the owner, directly or indirectly, of more than 50.0% of the outstanding shares of the Ultimate Parent.

“Charter” means any time- and/or bareboat charter and/or other contract of employment in respect of any of the Vessels entered into, from time to time, between the Charterer and the Issuer.

“Charterer” means the relevant contracting party under any Charter from time to time.

“Color Line Claim” means net proceeds from the Parent’s (through its Subsidiary Nye Kystlink AS) potential claims against Color Line in connection with the ongoing proceedings between Nye Kystlink AS and Color Line et al.

“Covenant Agreement” means the covenant agreement entered into on or about the Amendment Agreement Effective Date between the Bond Trustee and the Parent in the form attached as Schedule 5.

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

- (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.



When determining the relevant person's number of voting rights in the other person or the right to elect and remove members of the board of directors, rights held by the parent company of the relevant person and the parent company's Subsidiaries shall be included.

"Defeasance Security" shall have the meaning given to it in Clause 18.2.1.

"Disbursement Date" shall have the meaning given to it in Clause 6.2.1.

"Earnings" means all:

- (a) freight and hire payable to the Issuer in relation to or as a consequence of the operation of a Vessel under any Charter of that Vessel;
- (b) compensation payable to the Issuer in the event of any requisition of a Vessel;
- (c) compensation payable under the Insurances;
- (d) remuneration for salvage and other services performed by a Vessel payable to the Issuer;
- (e) demurrage and detention money receivable by the Issuer in relation to a Vessel;
- (f) damage for breach (or payments for variation or termination) of any contract of employment of a Vessel payable to Issuer; and
- (g) any other monies whatsoever due or to become due to Issuer from third parties in relation to a Vessel.

"Earnings Account(s)" means all accounts held by the Issuer, from time to time with, the Account Bank for the purpose or receiving all Earnings payable to the Issuer, pledged on first priority in favour of the Bond Trustee (on behalf of the Bondholders), but not blocked unless an Event of Default has occurred and is continuing.

"Escrow Account" means an escrow account held by the Issuer with the Account Bank, blocked and pledged on first priority in favour of the Bond Trustee (on behalf of the Bondholders, except the holders of the Temporary Bonds).

"Escrow Account Pledge" means the first priority pledge by the Issuer in favour of the Bond Trustee (on behalf of the Bondholders, except the holders of the Temporary Bonds) over the Escrow Account, where the Account Bank operating the account has waived any set-off rights.

"Event of Default" means the occurrence of an event or circumstance specified in Clause 15.1.

"Existing Bond Agreement" means the bond agreement dated 26 April 2011, as amended on 13 December 2011, entered into between the Issuer (formerly Boa Deep C AS and Boa Sub C AS) (as borrower) and Nordic Trustee ASA (formerly Norsk Tillitsmann ASA) as bond trustee for the Existing Bondholders in the bond issue FRN Boa Deep C AS and Boa Sub C AS Senior Secured Callable Bond Issue 2011/2016 under which Existing Bonds in the aggregate principal amount of NOK 1,200,000,000 has been issued.



“Existing Bondholder” means a holder of Existing Bond(s).

“Existing Bondholders’ Roll-Over” means the offer from the Issuer to the Existing Bondholders to participate in the Bond Issue by settlement in kind against their Existing Bonds and the receipt by such Bondholders of accrued but unpaid interest up until the Issue Date and a three per cent (3.00%) premium, as set out in Clause 2.2.

“Existing Bonds” means senior secured bonds with ISIN NO 001 060711.2 issued by the Issuer pursuant to the Existing Bond Agreement.

“Existing Parent Guarantees” means the guarantees provided by the Parent prior to the date of the Term Sheet to Irwing Shipbuilding and Saipem in the maximum amounts of approximately USD 3 million and approximately NOK 9 million respectively.

“Exchange” means Oslo Børs ASA’s Nordic ABM, on which the Issuer will apply for the Bonds to be listed.

“Face Value” means the denomination of each of the Bonds, as set out in Clause 2.2.

“Factoring Agreement” means the first priority assignment of trade receivables (“*factoringpant*”) of the Issuer, registered with the Norwegian Registry of Movable Property.

“Finance Documents” means (i) this Bond Agreement, (ii) the agreement between the Bond Trustee and the Issuer referred to in Clause 14.2, (iii) the Security Documents (including any notice, acknowledgement and other ancillary documentation relating thereto), (iv) any other document executed in relation to the granting of any Security to the Bond Trustee under the Finance Documents, (v) the Subordination Agreement, (vii) the Covenant Agreement, (viii) the TBK Undertaking and (ix) any other document the Issuer and the Bond Trustee at any time agree to be a Finance Document.

“Financial Indebtedness” means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (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;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;

- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account);
- (h) the amount of any liability in respect of the Existing Parent Guarantees; and
- (i) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

“Financial Statements” means the audited unconsolidated and consolidated annual financial statements of the Issuer for any financial year, drawn up according to GAAP, such accounts to include a profit and loss account, balance sheet, cash flow statement and report from the Board of Directors.

“GAAP” means the generally accepted accounting principles, practices and standards 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.

“Gulmar Claim” means the net proceeds from Gulmar Offshore Middle East Co LLC as further described in the Oslo Stock Exchange ABM report from the Parent dated 21 February 2017.

“IMR Claim” means the net proceeds from the Parent’s (through its Subsidiary Boa IMR AS) potential claims against Fevamontinico S.a.r.l. in connection with the ongoing proceedings between Boa IMR AS and Fevamontinico S.a.r.l. et al.

“Incentive Package” means the incentive package for key employees in accordance with Clause 13.4.14.

“Insurances” means all policies and contracts of insurance (including all entries in protection and indemnity or war risks associations) which are from time to time taken out or entered into in respect of or in connection with a Vessel in accordance with Clause 13.6.1 and (where the context permits) all benefits thereof, including all claims of any nature, proceeds thereof and returns of premium.

“Intercreditor Agreement” means an agreement to be entered into by the Bond Trustee (on behalf of the Bondholders) and the provider of Liquidity Funding, on terms and in a format in accordance with Clause 13.4.13 and acceptable to the Bond Trustee.

“Interest Payment Date” means 7 January, 7 April, 7 July and 7 October each year and the Maturity Date. Any adjustment will be made according to the Business Day Convention.

“Interim Accounts” means the unaudited consolidated quarterly financial statements of the Issuer for any quarter ending on a Quarter Date, drawn up according to GAAP.

“Internal Loan” means the loan originally in the amount of NOK 496,859,211 granted by the Issuer to the Parent in accordance with the Internal Loan Agreement.



“Internal Loan Agreement” means the loan agreement originally entered into 6 October 2014, between the Issuer as lender and the Parent as borrower, as amended and restated on or about the Amendment Agreement Effective Date setting out the conditions for the Internal Loan on terms in accordance with Clause 13.4.9.

“Internal Loan Cancellation Date” has the meaning given to the term in Clause 13.4.9(a).

“Internal Loan Components” means:

- (a) the Initial Cash Distribution (as defined in the Amendment Agreement);
- (b) the Issuer’s portion of any proceeds from the TBK Assets Realization distributed after the Amendment Agreement Effective Date;
- (c) the Issuer’s portion of any proceeds from the Gulmar Claim released after the Amendment Agreement Effective Date;
- (d) the Issuer’s portion of any proceeds from the Legal Recovery Claim; and
- (e) the Rest Claim.

“Internal Loan Event of Default” means the occurrence of an event or circumstance specified in Schedule 4.

“ISIN” means International Securities Identification Number.

“Issue Date” means 7 October 2014.

“Issuer’s Bonds” means any Bonds owned by the Issuer, any person or persons who has Decisive Influence over the Issuer, or any person or persons over whom the Issuer has Decisive Influence.

“Legal Recovery Claim” means any recovery from the Legal Claims payable to the Parent Group.

“Legal Claims” means the Color Line Claim and the IMR Claim.

“Liquidity Account” means an account held by the Issuer with an Account Bank for the purpose of Clause 13.5.4, blocked and pledged on first priority in favour of the Bond Trustee (on behalf of the Bondholders).

“Liquidity Funding” means any additional funding by the Bondholders (or any of them) of the Issuer (if applicable) in accordance with Clause 13.4.13.

“Management NewCo” means Boa Management AS, a Norwegian limited liability company incorporated in Norway with organisation no. 919 178 663, 100% (directly or indirectly) owned by the Parent.

“Managers” mean the managers for the Bond Issue, DNB Bank ASA, DNB Markets, Dronning Eufemias gate 30, 0191 Oslo, Norway and Pareto Securities AS Dronning Mauds gate 3, 0115 Oslo, Norway.

“Management Agreement” means the management agreement dated 17 July 2017 based on standard BIMCO terms and entered into between the Vessel Manager and the Issuer for the operational, technical and commercial management of the Vessels (including sales and marketing, technical, engineering, HSEQ, finance and admin services, crewing).

“Mandatory Redemption Event” means:

- (a) if any of the Vessels are sold or disposed of (except if it constitutes a Total Loss); or
- (b) the Parent ceases to be the owner (directly or indirectly) of all (100%) of the shares in the Issuer (other than as a consequence of exercising the Stock Accession Option).

“Mandatory Redemption Premium” shall be calculated as follows, the applicable price below shall be determined on the basis of the relevant settlement date:

- (a) with settlement date from Issue Date to, but not included, the Interest Payment Date in October 2017 at a price equivalent to the sum of:
 - (i) the present value on the relevant record date of 102.75% of par value as if such payment should have taken place on the Interest Payment Date in October 2017; and
 - (ii) the present value on the relevant record date of the remaining coupon payments (less any accrued but unpaid interest) through and including the Interest Payment Date in October 2017, both calculated by using a discount rate of 50 basis points over the comparable Norwegian Government Bond Rate (i.e. comparable to the remaining duration of the Bonds until the Interest Payment Date in October 2017), plus accrued interest on redeemed amount, and where “relevant record date” shall mean a date agreed upon between the Bond Trustee, the Paying Agent, the Securities Depository and the Issuer in connection with such repayment;
- (b) with settlement date any time from and included the Interest Payment Date in October 2017 to, but not included, the Interest Payment Date in October 2018 at 102.75% of par plus accrued interests on redeemed amount;
- (c) with settlement date any time from and included the Interest Payment Date in October 2018 to, but not included, the Interest Payment Date in April 2019 at 101.50% of par plus accrued interests on redeemed amount;
- (d) with settlement date any time from and included the Interest Payment Date in April 2019 to, but not included, the Maturity Date, at 100.50% of par plus accrued interests on redeemed amount.

“Material Adverse Effect” means a material adverse effect on: (i) the Issuer’s ability to perform and comply with its obligations under any of the Finance Documents or (ii) the validity or enforceability of any of the Finance Documents.

“Maturity Date” means 31 December 2020. Any adjustment will be made according to the Business Day Convention.



“Mortgages” means the first priority cross-collateralised ship mortgages (and deeds of covenants collateral thereto) against the Vessels (and all equipment being legally part of that Vessel under applicable law) from the Issuer in favour of the Bond Trustee (on behalf of the Bondholders).

“NOK” means Norwegian kroner, being the lawful currency of Norway.

“Outstanding Bonds” means the Bonds not redeemed or otherwise discharged.

“Parent” means Boa Offshore AS, a company existing under the laws of Norway with registration number 926 265 156, and a wholly owned Subsidiary of the Ultimate Parent and the owner of 100% of the shares in the Issuer.

“Parent Cash” means at any time cash in hand and cash deposits of the Parent after the Amendment Agreement Effective Date and the Initial Cash Distribution (as defined in the Amendment Agreement) and excluding (i) any proceeds from the TBK Assets Realization, the Gulmar Claim and the Legal Claims, (ii) cash deposit for rent in the amount of up to NOK 1,800,000, (iii) amounts pre-funded and not already utilised to cover the cash component of the Incentive Package in accordance with Clause 13.4.14 (i.e. initially NOK 10,500,000 as subsequently reduced in accordance with Clause 13.4.14) and (iv) cash deposited in mandatory bank account(s) for employees’ tax deduction in the period between the Amendment Agreement Effective Date and transition to Management Newco.

“Parent Cash Sweep Threshold” means an amount equal to the initial amount of the Parent Cost Buffer (NOK 52,100,000) less the aggregate amount of the Parent Cost Buffer already utilised by the Parent in accordance with the Covenant Agreement at the time of calculation.

“Parent Cost Buffer” means initially NOK 52,100,000 (as subsequently reduced from time to time in accordance with Clause 5.3(h) of the Covenant Agreement) consisting of the items (i)-(v) in Clause 5.3(h) of the Covenant Agreement.

“Parent Group” means the Parent and all its current and future Subsidiaries.

“Parent Unsecured Bondholders” means the holders of Parent Unsecured Bonds.

“Parent Unsecured Bonds” means “FRN Boa Offshore AS Senior Unsecured Bond Issue 2013/2018”, ISIN NO0010699077.

“Parent Subordinated Bondholders” means the holders of the Parent Subordinated Bonds.

“Parent Subordinated Bonds” means “FRN Boa Offshore AS Subordinated Callable Bond Issue 2015/2018”, ISIN NO 001 0741895.

“Party” means a party to this Bond Agreement (including its successors and permitted transferees).

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

“Payment Date” means a date for payment of principal and/or interest under this Bond Agreement.



“Permitted Initial Dividend Payment” means the payment by the Issuer to the Parent in connection with the disbursement from the Escrow Account, the Bond Bank Account and the Bond Escrow Account of:

- (a) approximately NOK 172,000,000 to be paid as cash dividend from the Escrow Account and/or the Bond Bank Account;
- (b) approximately NOK 68,000,000 to be paid as cash dividend from the Issuer’s existing cash; and
- (c) approximately NOK 568,000,000 to be paid as non-cash dividend by the Issuer carried out by way of set-off against the loans outstanding from the Issuer to the Parent at the Issue Date.

“Project Documents” means:

- (a) the Charters;
- (b) the Management Agreement; and
- (c) the Internal Loan Agreement.

“Quarter Date” means each 31 March, 30 June, 30 September and 31 December.

“Quiet Enjoyment Letter” means a quiet enjoyment letter to be issued by the Bond Trustee in favour of a Charterer under a Charter, if so required by the Charter in accordance with the requirements in Clause 13.4.7(b).

“Refinancing Amount” means the aggregate of (i) the NOK amount required for repayment of the Existing Bonds not applied as Roll-Over Bonds (the **“Remaining Existing Bonds”**), (ii) an amount equal to the accrued but unpaid interest on the Remaining Existing Bonds, (iii) an amount equal to the accrued but unpaid interest up until the Issue Date on the Roll-Over Bonds, (iv) an amount equal to three per cent (3.00%) premium on the Existing Bonds as per the Existing Bond Agreement and (v) any unpaid fees, costs and expenses and any other amount due and payable relating to the full discharge of the Remaining Existing Bonds.

“Rest Claim” means the Issuer’s claim against the Parent of NOK 132,142,742 plus interest accrued thereon from the Amendment Agreement Effective Date.

“Rest Claim Payment Date” means 14 January, 14 April, 14 July and 14 October each year (and if not a Business Day, the first following day that is a Business Day).

“Roll-Over Bonds” means the Existing Bonds which in accordance with the Existing Bondholders’ acceptance of the Existing Bondholders’ Roll-Over shall be used as payment for the Temporary Bonds (in kind) at par value.

“Sanctions” means any economic or financial sanctions or trade embargoes administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (**“OFAC”**), the U.S. Departments of State or Commerce or any other US government authority, including under the Iran Sanctions Act as amended by the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or by the United Nations Security



Council (“UNSC”), the European Union (“EU”), Her Majesty’s Treasury (“HMT”) or Norwegian or other relevant sanctions authority.

“**Schedule**” means each of the schedules to this Bond Agreement.

“**Securities Depository**” means the securities depository in which the Bond Issue is registered, being Verdipapirsentralen ASA (VPS) in Norway.

“**Security Agent**” means the Bond Trustee in its capacity as security agent and/or security trustee pursuant to Clause 17.4.

“**Security**” means 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.

“**Security Documents**” means, collectively, all the documents evidencing, creating or granting the Security Interests.

“**Security Interests**” means:

- (a) the Share Pledge;
- (b) the Mortgages;
- (c) the Factoring Agreement;
- (d) the Account Pledge;
- (e) the Assignment Agreement;
- (f) the Assignment of Charter;
- (g) the Assignment of Management Agreement.
- (h) the Escrow Account Pledge; and
- (i) the Bond Escrow Account Pledge; and
- (j) the Bond Bank Account Pledge.

“**Share Pledge**” means the first priority pledge by the Parent in favour of the Bond Trustee (on behalf of the Bondholders) over all (100%) of the shares in the Issuer.

“**Stamdata**” means the web site www.stamdata.no, maintained by the Bond Trustee.

“**Stock Accession Option**” has the meaning given to the term in Clause 13.4.8

“**Subordination Agreement**” means the subordination agreement dated 20 October 2014 originally entered into between the Issuer, the Parent (in its capacity as shareholder of the Issuer and Vessel Manager) and the Bond Trustee, with Management Newco acceding to the Subordination Agreement on or about the Amendment Agreement Effective Date, under which the Parent and the Vessel Manager has agreed/shall agree that:



- (a) the Parent shall (i) not accelerate any claim, enforce or take any other formal action against the Issuer in respect of any outstanding claim against the Issuer and, after the occurrence of an Event of Default which is continuing, the Parent shall accept that any and all claims outstanding against the Issuer shall, until the Bonds have been repaid in full, be fully subordinated in all respects to the claims of the Bondholders, and (ii) procure that the Ultimate Parent and all members of the Parent Group shall comply by the foregoing item (i) of this paragraph (a) in respect of any claim any such entity may have or get against the Issuer; and
- (b) payments under the Management Agreement shall be made in accordance with the terms of the Management Agreement up until the occurrence of an Event of Default, thereafter all claims against the Issuer under the Management Agreement shall, until the Bonds have been repaid in full, be subordinated to the claims of the Bondholders, provided that if, following an Event of Default, a Vessel is (a) operated by the Vessel Manager and (b) employed under a Charter with a third party, the Issuer shall continue to pay to the Vessel Manager the operating expense related to such Vessel for a period of 30 days following the occurrence of the relevant Event of Default or such other time period as the Issuer and the Bond Trustee may agree in writing.

“Subsidiary” means an entity over which another entity or person has a Decisive Influence.

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

“TBK Assets Realization” has the meaning given to the term in Clause 13.4.11.

“TBK Undertaking” means the letter of undertaking provided on or about the Amendment Agreement Effective Date by the Ultimate Parent in favour of the Bond Trustee in the form attached as Schedule 6.

“Temporary Bonds” shall have the meaning ascribed to such term in Clause 2.4.

“Term Sheet” means the Boa Offshore AS term sheet dated 22 June 2017, with appendices, attached to the summons for Bondholders’ Meeting held 7 July 2017.

“Total Loss” means:

- (a) an actual, constructive, compromised, agreed, arranged or other total loss of any of the Vessels; or
- (b) any hijacking, theft, condemnation, capture, seizure, destruction, abandonment, arrest, expropriation, confiscation, requisition or acquisition of any of the Vessels, whether for full consideration, a consideration less than its proper value, a nominal consideration or without any consideration, which is effected by any government or official authority or by any person or persons claiming to be or to represent a governmental or official authority unless it is within 90 days from the total loss date redelivered to the full control of the Issuer.

“Ultimate Parent” means Taubåtkompaniet AS (previously named Boa Holding AS) a company existing under the laws of Norway with registration number 989 023 268.



“Ultimate Parent Group” means the Ultimate Parent and all its current and future Subsidiaries.

“US Securities Act” means the U.S. Securities Act of 1933, as amended.

“Vessel Manager” means Management Newco.

“Vessels” means the offshore construction vessels Boa Deep C (IMO no. 9265342) and Boa Sub C (IMO no. 9275153), both 100 % directly owned by the Issuer.

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

“Written Resolution” means a written (or electronic) solution for a decision making among the Bondholders, as set out in Clause 16.5 (Written Resolutions).

1.2 Construction

In this Bond Agreement, unless the context otherwise requires:

- (a) headings are for ease of reference only;
- (b) words denoting the singular number shall include the plural and vice versa;
- (c) references to Clauses are references to the Clauses of this Bond Agreement;
- (d) references to a time is a reference to Oslo time;
- (e) references to a provision of law is a reference to that provision as it may be amended or re-enacted, and to any regulations made by the appropriate authority pursuant to such law, including any determinations, rulings, judgments and other binding decisions relating to such provision or regulation;
- (f) an Event of Default is **“continuing”** if it has not been remedied or waived; and
- (g) references to a **“person”** shall include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality).

2. THE BONDS

2.1 Binding nature of this Bond Agreement

2.1.1 By virtue of being registered as a Bondholder (directly or indirectly) with the Securities Depository, the Bondholders are bound by the terms of this Bond Agreement and any other Finance Document, without any further action required to be taken or formalities to be complied with, see also Clause 18.1.

2.1.2 This Bond Agreement is available to anyone and may be obtained from the Bond Trustee or the Issuer. The Issuer shall ensure that this Bond Agreement is available to the general public throughout the entire term of the Bonds. This Bond Agreement may be published on Stamdata or such other venues as decided by the Bond Trustee.

2.2 The Bonds

The Issuer has resolved to issue a series of Bonds in the maximum amount of NOK 1,200,000,000 (*Norwegian kroner one billion two hundred million*). In addition, the Issuer may issue Additional Bonds in accordance with the Amendment Agreement and Clause 9 (*Interest*).

The Face Value is NOK 1.00. The Bonds shall rank *pari passu* between themselves.

The Bond Issue will be described as "FRN Boa OCV AS Senior Secured Bond Issue 2014/2019".

The ISIN of the Bond Issue will be NO 001 0720790.

The ISIN of the Temporary Bonds will be NO 001 072078.2.

The Bonds under each tranche will rank *pari passu* between each other.

The Bonds shall be settled as follows:

- (a) in cash; and/or
- (b) in kind by delivery of Roll-Over Bonds (subject to the subscriptions from the Existing Bondholders in accordance with the Existing Bondholder`s Roll-Over) to be specified in a separate application form.

Applicants delivering Roll-Over Bonds will receive the accrued interest on the Roll-Over Bonds up until the Issue Date and a three per cent (3.00%) premium, each payable in cash at the Disbursement Date.

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

2.3 Purpose and utilization

The net proceeds of the Bonds shall be applied towards (a) refinancing of the Existing Bonds and (b) and the balance shall be distributed to the Parent in accordance with paragraph (i) of the Permitted Initial Dividend Payment.

2.4 Temporary Bonds

- (a) Any bonds issued pursuant to this Bond Agreement and settled against delivery of Roll-Over Bonds in the Existing Bondholders' Roll-Over in accordance with Clause 2.2 (ii), shall constitute temporary bonds (the "**Temporary Bonds**").
- (b) The Temporary Bonds will carry a separate ISIN and be designated as follows:
 - (i) ISIN NO 001 072078.2.
- (c) The Temporary Bonds will be merged with the ordinary Bonds pursuant to Clause 6.2.4.

3. LISTING

- 3.1 The Bonds are listed on Oslo Børs ASA's Nordic ABM.

3.2 The Issuer shall ensure that the Bonds remain listed until they have been discharged in full.

4. REGISTRATION IN THE SECURITIES DEPOSITORY

4.1 The Bond Issue and the Bonds shall prior to disbursement be registered in the Securities Depository according to the Norwegian Securities Depository Act (Act 2002/64) and the terms and conditions of the Securities Depository.

4.2 The Issuer shall ensure that correct registration in the Securities Depository is made and shall notify the Securities Depository of any changes in the terms and conditions of this Bond Agreement. The Bond Trustee shall receive a copy of the notification. The registration may be executed by the Paying Agent.

4.3 The Bonds have not been registered under the US Securities Act, and the Issuer is under no obligation to arrange for registration of the Bonds under the US Securities Act.

5. PURCHASE AND TRANSFER OF BONDS

5.1 Bondholders may be subject to purchase or transfer restrictions with regard to the 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 applicable local laws and regulations at its own cost and expense.

5.2 Notwithstanding the above, a Bondholder which has purchased the Bonds in breach of applicable mandatory restrictions may nevertheless utilize its rights (including, but not limited to, voting rights) under this Bond Agreement.

6. CONDITIONS PRECEDENT

6.1 Conditions Precedent - Pre-Issue

6.1.1 Disbursement of the net cash proceeds of the Bonds to the Escrow Account and the Roll-Over Bonds to the Bonds Escrow Account will be subject to the Bond Trustee having received the documents in Schedule 3 (A) (*Conditions precedent - Pre-Issue*), in form and substance satisfactory to it, at least two Business Days prior to the Issue Date.

6.1.2 The Bond Trustee may, in its reasonable opinion, waive the deadline or requirements for documentation as set out in Clause 6.1.1.

6.1.3 Disbursement of the net cash proceeds from the Bonds to the Escrow Account and the Roll-Over Bonds to the Bonds Escrow Account is subject to the Bond Trustee's written notice (given a minimum of two (2) Banking Days prior to the Issue Date) to the Issuer, the Managers and the Paying Agent that the documents listed in Schedule 3 (A) (*Conditions precedent - Pre-Issue*) have been controlled and that the required conditions precedent are fulfilled.

6.1.4 On the Issue Date, subject to receipt of confirmation from the Bond Trustee pursuant to Clause 6.1.3, the Managers shall transfer:

- (a) the net cash proceeds from the Bond Issue to the Escrow Account against delivery of Bonds to the Bondholders having subscribed for Bonds against cash contribution; and



- (b) the Roll-Over Bonds to the Bonds Escrow Account against delivery of Temporary Bonds to the Bondholders having exercised the Existing Bondholders' Roll-Over and delivered the Roll-Over Bonds.

6.2 Conditions Precedent - Pre-Disbursement

6.2.1 Disbursement of the net cash proceeds from the Escrow Account and the Bond Bank Account to the Issuer and release of the Bond Escrow Account Pledge, will be subject to the Bond Trustee having received the documents listed in Schedule 3 (B) (*Conditions precedent - Pre-Disbursement*), in form and substance satisfactory to it, minimum two (2) Banking Days prior to or on the disbursement date (the "Disbursement Date").

6.2.2 In addition to the requirements set out Clause 6.2.1, the release from the Escrow Account and the Bond Bank Account of the net cash proceeds from the Bond Issue less the Refinancing Amount is subject to:

- (a) the redemption and discharge of the Roll-Over Bonds on the Bond Escrow Account;
- (b) the Temporary Bonds being merged with the ordinary Bonds pursuant to Clause 6.2.4; and
- (c) the Existing Bonds being called for payment pursuant to the Issuer's call option under the Existing Bond Agreement,

the net cash proceed from the Bond Issue less the Refinancing Amount shall be released from the Escrow Account and the Bond Bank Account and applied in accordance with the purpose and utilization of the Bond Issue as set out in Clause 2.3.

6.2.3 On the settlement date for the call option pursuant to the Existing Bond Agreement, and subject to the confirmation from the Bond Trustee of the fulfilment of all conditions precedent in Clauses 6.2.1 and 6.2.2 and release of the Escrow Account Pledge and Bond Bank Account Pledge, the balance shall be released from the Escrow Account and the Bond Bank Account and the Paying Agent shall be authorised and instructed by the Issuer to apply the Refinancing Amount towards the discharge of all sums payable in respect of the Existing Bonds under the Existing Bond Agreement pursuant to the call option.

6.2.4 Upon release from the Bond Escrow Account pursuant to Clause 6.2.1, the Securities Depository and Bond Trustee will take necessary steps to delete the Roll-Over Bonds and merge the Temporary Bonds with the ordinary Bonds, whereupon all Bonds will have the same ISIN as the ordinary Bonds had prior to such merger. The aforesaid will be carried out in the best practical way for the Securities Depository and the Bond Trustee.

6.2.5 If, for any reason, the conditions referred to in Clause 6.2.1 and 6.2.2, are not fulfilled or waived within 90 (ninety) days of the Issue Date, the Outstanding Bonds shall be redeemed:

- (a) at Face Value (together with accrued interest) if such failure to comply with the conditions precedent set out in Clauses 6.2.1 and 6.2.2 is, in the opinion of the Bond Trustee beyond the control of the Issuer, or
- (b) otherwise at the applicable Mandatory Redemption Premium.

If the Bonds are redeemed in accordance with this Clause 6.2.5:

- (a) the entire amount standing to the credit of the Escrow Account shall be released to the Bond Trustee for onwards transmission to the Bondholders to be used as partial payment for the redemption;
- (b) the entire amount standing to the credit of the Bond Bank Account shall be released to the holders of the Roll-Over Bonds for payment of interest, call premium or other amounts payable under such call for repayment; and
- (c) the Issuer shall have the right to repay the Temporary Bonds by delivery to the holders of such bonds, Roll-Over Bonds (valued at par value). Any accrued but unpaid interest, call premium or other amounts payable under such call for repayment, shall be payable in cash.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Issuer represents and warrants to the Bond Trustee that:

7.1.1 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.

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

7.1.3 Valid, binding and enforceable obligations

This Bond Agreement 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.

7.1.4 Non-conflict with other obligations

The entry into and performance by it of this Bond Agreement 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.

7.1.5 No Event of Default

- (a) No Event of Default exists or is likely to result from the making of any drawdown under this Bond Agreement or the entry into, the performance of, or any transaction contemplated by, any Finance Document.
- (b) No other event or circumstance is outstanding which constitutes (or with the expiry of a 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 to which its assets are subject which has or is likely to have a Material Adverse Effect.

7.1.6 Authorizations and consents

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

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

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

7.1.7 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.

7.1.8 Financial Statements

Its most recent Financial Statements and Interim Accounts 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.

7.1.9 No Material Adverse Effect

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

7.1.10 No misleading information

Any factual information provided by it to the subscribers or the Bond Trustee for the purposes of this Bond Issue 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.

7.1.11 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 this Bond Agreement.

7.1.12 Pari passu ranking

Its payment obligations under this Bond Agreement or any other Finance Document to which it is a party rank at least *pari passu* as set out in Clause 8.1.

7.1.13 Security

Save for the Security granted in accordance with the Existing Bond Agreement, no Security exists over any of the present assets of the Issuer in conflict with this Bond Agreement.

7.2 The representations and warranties set out in Clause 7.1 are made on the execution date of this Bond Agreement, and shall be deemed to be repeated on the Issue Date and on the Disbursement Date.

8. STATUS OF THE BONDS AND SECURITY

8.1 The Bonds shall constitute senior debt obligations of the Issuer. The Bonds shall rank at least pari passu with all other obligations of the Issuer (save for such claims which are preferred by bankruptcy, insolvency, liquidation or other similar laws of general application) and shall rank ahead of subordinated debt.

8.2 The Security Interests shall secure with first priority, the Issuer's obligations under the Finance Documents, including but not limited to any amount outstanding under this Bond Agreement to the Bond Trustee and the Bondholders, including fees, interest and expenses. Without limitation to the generality of the foregoing, prior to the Disbursement Date, (i) the Temporary Bonds shall be secured by the Bond Escrow Account Pledge over the Roll-Over Bonds and the Bond Bank Account Pledge, and (ii) the other Bonds shall be secured by the Escrow Account Pledge.

9. INTEREST

9.1 The Issuer shall pay interest on the par value of the Bonds (including the Temporary Bonds and any Additional Bonds) from, and including, the Amendment Agreement Settlement Date at a fixed rate of 9.75 per cent (9.75%) per annum (the "Fixed Rate") (interest accruing on the Bonds in accordance with the original Bond Agreement prior to the Amendment Agreement Settlement Date).

9.2 Interest payments shall be made in arrears on the Interest Payment Dates each year.

9.3 The Issuer shall on each Interest Payment Date pay the amount of accrued, but unpaid and uncapitalised interest in kind through the issuance of Additional Bonds allocated pro rata to the Bondholders, calculated based on the total number of Bonds held by each Bondholder at each Interest Payment Date, rounded down the nearest NOK (the "PIK Interest"). On the Maturity Date the amount of accrued interest (whether capitalised or not) shall be paid in cash.

9.4 The relevant interest payable amount shall be calculated based on a period from, and including, the Amendment Agreement Settlement Date to, but excluding, the next following applicable Interest Payment Date, and thereafter from, and including, that Interest Payment Date to, but excluding, the next following applicable Interest Payment Date.

9.5 The day count fraction ("Fixed Rate Day Count Fraction") in respect of the calculation of the payable interest amount shall be "30/360", which means that the number of days in the calculation period in respect of which payment is being made divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-days months (unless (i) the last day of the calculation period is the 31st day of a month but the first day of the calculation period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the calculation period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)).

9.6 The payable interest amount per Bond for a relevant calculation period shall be calculated as follows:

$$\text{Interest Amount} = \text{Face Value} \times \text{Fixed Rate} \times \text{Fixed Day Count Fraction} \times \text{Rate}$$

10. MATURITY OF THE BONDS AND REDEMPTION

10.1 Maturity

On the Maturity Date all the Outstanding Bonds shall be repaid at par value.

10.2 Change of control

10.2.1 Upon the occurrence of a Change of Control Event, each Bondholder shall have the right to require that the Issuer redeems its Bonds (a "Put Option") at the Mandatory Redemption Premium plus accrued interest.

10.2.2 The Put Option must be exercised within sixty (60) days after the Issuer has given notification to the Bond Trustee of a Change of Control Event. Such notification shall be given as soon as possible after a Change of Control Event has taken place.

10.2.3 The Put Option may be exercised by each Bondholder by giving written notice of the request to its Account Manager. The Account Manager shall notify the Paying Agent of the redemption request. The settlement date of the Put Option shall be the third Business Day after the end of the sixty (60) days exercise period of the Put Option.

10.2.4 On the settlement date of the Put Option, the Issuer shall pay to each of the Bondholders holding Bonds to be redeemed, the principal amount of each such Bond (including Mandatory Redemption Premium) and any unpaid interest accrued up to (but not including) the settlement date.

10.3 Total Loss Redemption

If any of the Vessels becomes a Total Loss, the Issuer shall at the date upon which the proceeds of insurance relating to such Total Loss are paid by the insurers, but in any event no later than 180 days following the Total Loss occurred, redeem:

- (a) 100% of the Outstanding Bonds at 100% of par value (plus accrued interest on the redeemed amount) if related to both Vessels; or
- (b) 60% of the Outstanding Bonds at 100% of par value (plus accrued interest on the redeemed amount) if related to Boa Sub C; or
- (c) 50% of the Outstanding Bonds at 100% of par value (plus accrued interest on the redeemed amount) if related to Boa Deep C.

10.4 Mandatory Redemption

10.4.1 Upon the occurrence of a Mandatory Redemption Event, the Issuer shall at the earlier of (a) 30 days following such Mandatory Redemption Event and (b) (in the event of a sale of one or both Vessel or the transfer of any of the shares in the Issuer) upon closing of the relevant transaction, redeem;

- (a) 60% of the Outstanding Bonds if Boa Sub C is sold or disposed of;

- (b) 50% of the Outstanding Bonds if Boa Deep C is sold or disposed of;
- (c) 100% of the Outstanding Bonds if the Mandatory Redemption Event relates to both Vessels or if a Mandatory Redemption Event occurs in respect of one Vessel and thereafter in respect of the other Vessel; and
- (d) 100% of the Outstanding Bonds if the Mandatory Redemption Event relates to the transfer of shares or ownership in the Issuer.

The applicable repayment price shall be the applicable Mandatory Redemption Premium on the basis of the date of the relevant Mandatory Redemption Event.

- 10.4.2 If the Bonds are repaid in full according to this Clause 10.4 any amounts standing to the credit of the Issuer on the Accounts may be used to redeem the Bonds.
- 10.4.3 Upon the occurrence of more than one Mandatory Redemption Events, the obligation of the Issuer to repay the Bonds shall be limited to repaying 100% of the Outstanding Bonds at the occurrence of the first Mandatory Redemption Event.

11. PAYMENTS

11.1 Covenant to pay

- 11.1.1 The Issuer will on any Payment Date (or any other due date pursuant to any Finance Document) unconditionally pay to or to the order of the Bond Trustee all amounts due under this Bond Agreement or any other Finance Document.
- 11.1.2 The covenant contained in Clause 11.1.1 shall be for the benefit of the Bond Trustee and the Bondholders.

11.2 Payment mechanics

- 11.2.1 If no specific order is made by the Bond Trustee under Clause 11.1.1, the Issuer shall pay all amounts due to the Bondholders under this Bond Agreement or any other Finance Document by crediting the bank account nominated by each Bondholder in connection with its securities account in the Securities Depository.
- 11.2.2 Payment shall be deemed to have been made once the amount has been credited to the bank which holds the bank account nominated by the Bondholder in question, but 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, see however Clause 11.3.
- 11.2.3 In case of irregular payments, the Bond Trustee may instruct the Issuer, the Bondholders or others of other payment mechanisms than described in Clause 11.2.1 or 11.2.2 above. The Bond Trustee may also obtain payment information regarding Bondholders' accounts from the Securities Depository or Account Managers.
- 11.2.4 Subject to Clause 11.3, payment by the Issuer in accordance with this Clause 11.2 shall constitute good discharge of its obligations under Clause 11.1.1.

11.3 Currency

11.3.1 If the Bonds are denominated in other currencies than NOK, each Bondholder has to provide the Paying Agent (either directly or through its Account Manager) with specific payment instructions, including foreign exchange bank account details. Depending on any currency exchange settlement agreements between each Bondholder's bank and the Paying Agent, cash settlement may be delayed, and payment shall be deemed to have been made at the date of the cash settlement, provided however, that no default interest or other penalty shall accrue for the account of the Issuer.

11.3.2 Except as otherwise expressly provided, all amounts payable under this Bond Agreement and any other Finance Document shall be payable in the same currency as the Bonds are denominated in. If, however, the Bondholder has not given instruction as set out in Clause 11.3 within five Business Days prior to a Payment Date, the cash settlement will be exchanged into NOK and credited to the NOK bank account registered with the Bondholder's account in the Securities Depository.

11.3.3 Amounts payable in respect of costs, expenses, taxes and other liabilities of a similar nature shall be payable in the currency in which they are incurred.

11.4 Set-off and counterclaims

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

11.5 Interest in the event of late payment

11.5.1 In the event that any amount due under this Bond Agreement or any Finance Document is not made on the relevant due date, the unpaid amount shall bear interest from the due date at an interest rate equivalent to the interest rate according to Clause 9 plus five percentage points (5.00%) per annum.

11.5.2 The interest charged under this Clause 11.5 shall be added to the defaulted amount on each respective Interest Payment Date relating thereto until the defaulted amount has been repaid in full.

11.5.3 The unpaid amounts shall bear interest as stated above until payment is made, whether or not the Bonds are declared to be in default pursuant to Clause 15.1.1, cf. Clauses 15.2 - 15.4.

11.6 Partial payments

If the Bond Trustee or the Paying Agent receives a payment that is insufficient to discharge all the amounts then due and payable under the Finance Documents, that payment shall be applied in the following order:

- (a) first, in or towards payment of any unpaid fees, costs and expenses of the Bond Trustee and/or the Security Agent under the Finance Documents;
- (b) secondly, in or towards payment of any accrued interest due but unpaid under the Bond Agreement, pro rata and without any preference or priority of any kind; and
- (c) thirdly, in or towards payment of any principal due but unpaid under the Bond Agreement, pro rata and without any preference or priority of any kind.

12. ISSUER'S ACQUISITION OF BONDS

The Issuer has the right to acquire and own Bonds (Issuer's Bonds). The Issuer's holding of Bonds may at the Issuer's discretion be retained by the Issuer, sold or discharged.

13. COVENANTS

13.1 General

13.1.1 The Issuer undertakes from the date of this Bond Agreement and until such time that no amounts are outstanding under this Bond Agreement or any other Finance Document, to the Bond Trustee, as further set out in this Clause 13.

13.2 Information Covenants

13.2.1 The Issuer shall:

- (a) without being requested to do so, promptly inform the Bond Trustee in writing of any Event of Default, any event or circumstance which could reasonably be expected to lead to an Event of Default and any other event which could reasonably be expected to have a Material Adverse Effect;
- (b) without being requested to do so, inform the Bond Trustee in writing if the Issuer agrees to sell or dispose of all or a substantial part of its assets or operations, or change the nature of its business;
- (c) without being requested to do so, prepare Financial Statements and make them available to the Bond Trustee and on its website in the English language (alternatively by arranging for publication at Stamdata) as soon as they become available, and not later than 120 days after the end of the financial year;
- (d) without being requested to do so, prepare Interim Accounts and make them available on its website in the English language (alternatively by arranging for publication on Stamdata) as soon as they become available, and not later than 60 days after the end of the relevant quarter;
- (e) without being requested to do so, (a) on the fifteenth calendar day of each month report to its board of directors the cash balances on its bank accounts, and days of up time, revenue and operating expenses on each Vessel for the preceding calendar month and (b) quarterly in connection with publication of its Interim Report to the Bond Trustee (for publication on www.newsweb.no and Stamdata) the cash balances on its bank accounts, and days of up time, revenue and operating expenses for the preceding quarter;
- (f) at the request of the Bond Trustee, report the balance of the Issuer's Bonds;
- (g) without being requested to do so, 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;
- (h) if the Bonds are listed on an Exchange, without being requested to do so, send a copy to the Bond Trustee of its notices to the Exchange;

- (i) if the Issuer and/or the Bonds are rated, without being requested to do so, inform the Bond Trustee of its and/or the rating of the Bond Issue, and any changes to such rating;
- (j) without being requested to do so, inform the Bond Trustee of changes in the registration of the Bonds in the Securities Depository (however, the Bond Trustee is entitled to receive such information from the Security Depository or Paying Agent directly); and
- (k) within a reasonable time, provide such information about the Issuer's business, assets and financial condition as the Bond Trustee may reasonably request.

13.2.2 The Issuer shall in connection with the publication of its financial reports under Clause 13.2.1(c) and (d), confirm to the Bond Trustee in writing the Issuer's compliance with the covenants in this Clause 13, unless the Bond Trustee explicitly waives such requirement. Such confirmation shall be undertaken in a certificate, substantially in the form set out in Schedule 1 hereto, signed by the Chief Executive Officer or Chief Financial Officer of the Issuer (a "Compliance Certificate"). In the event of non-compliance, the Compliance Certificate shall describe the non-compliance, the reasons therefore as well as the steps which the Issuer has taken and will take in order to rectify the non-compliance.

13.3 General Covenants

13.3.1 Pari passu ranking

The Issuer shall ensure that its obligations under this Bond Agreement and any other Finance Document shall at all times rank at least *pari passu* as set out in Clause 8.1.

13.3.2 Mergers

The Issuer shall not carry out any merger or other business combination or corporate reorganization involving a consolidation of the assets and obligations of the Issuer with any other companies or entities.

13.3.3 De-mergers

The Issuer shall not carry out any de-merger or other corporate reorganization involving a split of the Issuer into two or more separate companies or entities.

13.3.4 Continuation of business

The Issuer shall not cease to carry on its business. The Issuer shall procure that no substantial change is made to the general nature of the business of the Issuer from that carried on at the date of this Bond Agreement, and/or as set out in this Bond Agreement.

13.3.5 Arm's length transactions

The Issuer shall not engage in, directly or indirectly, any transaction with any party (including any related party) (without limitation, the purchase, sale or exchange of assets or the rendering of any service), except in the ordinary course of business and pursuant to the reasonable requirement of the Issuer's business and upon fair and reasonable terms that are no less favourable to the Issuer than those which might be obtained in an arm's length transaction at the time.



13.3.6 Corporate status

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

13.4 Special covenants

13.4.1 Dividends and other distributions

The Issuer shall not declare or make any dividend payment, whether in cash or in kind, repurchase of shares or transactions (included, but not limited to any cash payment (interest or amortizations) under inter-company loans from its shareholder) or make other distributions to its shareholder, save for agreed management fees payable to Management Newco under the Management Agreements.

13.4.2 Negative pledge

The Issuer shall not incur, create, permit to subsist or allow to exist any Security over any of its present or future respective assets or its revenues, other than:

- (a) any Security arising by operation of law;
- (b) up until the Disbursement Date, any Security granted under the Existing Bonds;
- (c) the Security granted under this Bond Issue; and
- (d) cash collateral provided by Boa OCV for FX hedging permitted pursuant to Clause 13.4.3(c).

13.4.3 Financial Indebtedness restrictions

The Issuer shall not incur, create or permit to subsist any Financial Indebtedness (including guarantees) other than:

- (a) up until the Disbursement Date, the Existing Bonds;
- (b) this Bond Issue; and
- (c) short term FX hedging of the Issuer's risk for up to twelve months in respect of working capital entered into by the Issuer and which are not speculative in nature.

13.4.4 Financial assistance restrictions

The Issuer shall not grant any loans, guarantees, Security or other financial assistance to or for the benefit of any party, other than the Internal Loan.

13.4.5 Capital Expenditures and operating expenses

The Issuer shall not make any investments or acquisitions of other companies or the assets of other companies, nor make or commit to any other capital expenditures or operating expenses. Normal operating expenses such as expenses incurred in connection with dry-docking and periodical maintenance permitted to the extent within pre-agreed budget approved by the Bondholder Approved Director. Normal operating expenses incurred in connection with break-downs permitted.

13.4.6 Issuer's Board of Directors

- (a) The Bond Trustee shall be entitled to, with prior consultation with the Bondholders, nominate one member of the board of directors of the Issuer (including replace a previously appointed Bondholder Nominated Director).
- (b) The board of the Issuer shall be limited to three board members.
- (c) All reports and other written communication with the board members to be in English language unless otherwise agreed with all board members.

13.4.7 Project Documents

The Issuer undertakes:

- (a) to perform and observe all of its covenants and arrangements contained in any of the Project Documents to which it is or becomes a party, take any and all action as may be reasonably necessary promptly to enforce its rights and to collect any and all sums due to it under the Project Documents, and not terminate (or agree to any termination), amend, supplement, modify or give any consent under any Project Documents (subject to Clause 13.6.9);
- (b) that, in the event a Quiet Enjoyment Letter is required by a Charterer under a Charter, such Quiet Enjoyment Letter may only be issued by the Bond Trustee if the undertakings set out therein are substantially similar to the following text: "The Bond Trustee may not interrupt the quiet use, possession and enjoyment of the Vessel by the Charterer, so long as no event is continuing which would entitle the Issuer to terminate the Charter and except as required by any applicable law binding on the Bond Trustee, and provided that the Charterer, following receipt of notice of an event of default under the Bond Agreement makes due payments as instructed by the Bond Trustee in accordance with the Assignment of Charter and/or assignment of Earnings under the Assignment Agreement . The Bond Trustee may exercise its rights under any Finance Documents provided this will not constitute such an interruption. Upon the default by the Issuer under the Charter, the Charterer may terminate the Charter pursuant to its terms after first providing the Bond Trustee with a 30 days' notice of such default and provided that the Bond Trustee (or its nominee) shall have a right to remedy such default by assuming the obligations of the Issuer thereunder."; and
- (c) that the Issuer shall only enter into Charters directly with third party Charterers.

13.4.8 Stock Accession Option

- (a) The Bond Trustee (on behalf of the Bondholders) shall have the right to, at any time upon instruction by simple majority of Bondholders in a quorate Bondholders' Meeting, realise the security for the Bonds in respect of shares in the Issuer by taking possession of all the shares issued by the Issuer (the "Stock Accession Option") without any further conditions or subsequent settlement with the Parent. For the purpose of calculating the value of the shares in the Issuer, the Vessels and the Rest Claim at the time of exercising the Stock Accession Option, the aggregate value of the shares in the Issuer and the Vessels (the "Stock Accession Option Value") shall at that point in time be NOK 810,000,000 and the value of the Rest Claim shall at that point in time be nil. The Stock Accession Option is considered as realisation on



commercially reasonable terms, taking into account (amongst other) that the Mortgages are enforceable at the date of the Amendment Agreement, the aggregate current market value of the Vessels according to information provided by the Group prior to the date of the Amendment Agreement is NOK 810,000,000, the market value of the Rest Claim and the other assets of the Group at the date of the Amendment Agreement, and the benefits for the Group and the other stakeholders of the Amendment Agreement.

- (b) Following the Stock Accession Option having been exercised and implemented, the Rest Claim and the Legal Recovery Claim shall (if applicable) be adjusted in accordance with Clause 13.4.10.

13.4.9 Internal Loan - Rest Claim and Legal Recovery Claim

The Issuer undertakes that the Internal Loan advanced by the Issuer to the Parent shall be governed by the Internal Loan Agreement, in a form and substance acceptable to the Bond Trustee and the Internal Loan Agreement shall include, inter alia, the following provisions:

- (a) the outstanding Internal Loan shall be cancelled in full on the date falling thirty years after the Amendment Agreement Effective Date (the “**Internal Loan Cancellation Date**”);
- (b) the Legal Recovery Claim shall expire on the earlier of the Internal Loan Cancellation Date and the date the legal processes related to both the Legal Claims have been settled and/or terminated;
- (c) interests shall accrue at a fixed rate of 1.5% of the amount outstanding under the Rest Claim, such interest to be accumulated to the principal quarterly in arrears;
- (d) the Internal Loan shall rank at least *pari passu* with any other senior debt of the Parent;
- (e) the Internal Loan shall be repaid as follows:
 - (i) with cash paid to the Issuer by the Parent on the Amendment Agreement Effective Date in accordance with Clause 5(a) of the Amendment Agreement (for the avoidance of doubt such payment shall not reduce the Rest Claim or the amount outstanding under the Bonds);
 - (ii) with any recovery from the Legal Claims payable to any member of the Parent Group, which shall be split between the Issuer, Boa SBL and the Parent Unsecured Bondholders with 48.01 per cent to the Issuer, 9.67 per cent to Boa SBL and 42.32 per cent to the Parent Unsecured Bondholders, and the Issuer’s portion shall be paid to the Liquidity Account by the Parent within ten calendar days of receipt by the Parent of such proceeds (for the avoidance of doubt such payment shall not reduce the Rest Claim or the amount outstanding under the Bonds);
 - (iii) with the Issuer’s portion, i.e. 48.01 per cent, of any net proceeds from the TBK Assets Realization, which shall be paid by the Parent within ten calendar days of receipt to the Liquidity Account (for the avoidance of doubt such

payment shall not reduce the Rest Claim or the amount outstanding under the Bonds);

- (iv) with the Issuer's portion, i.e. 48.01 per cent, of any proceeds from the Gulmar Claim released by the relevant bank creditors following the Amendment Agreement Effective Date which shall be paid by the Parent within ten calendar days of receipt to the Liquidity Account (for the avoidance of doubt such payment shall not reduce the Rest Claim or the amount outstanding under the Bonds), cf. Clause 13.4.12; and
- (v) the Issuer's portion, i.e. 48.01 per cent, of any Parent Cash on each Quarter Date exceeding the Parent Cash Sweep Threshold shall on a quarterly basis on each Rest Claim Payment Date be paid immediately by the Parent to the Liquidity Account (for the avoidance of doubt such payment shall not reduce the amount outstanding under the Bonds, but shall reduce the Rest Claim).
- (f) any amount outstanding under the Internal Loan Agreement on the Internal Loan Cancellation Date not settled through the Internal Loan Components shall be written off on the Internal Loan Cancellation Date and may not be declared due and payable;
- (g) the amount received by the Issuer through the Internal Loan Components shall not exceed the amount outstanding under the Internal Loan Agreement immediately prior to the Amendment Agreement Effective Date plus accrued interest (being NOK 598,019,490 plus interest accrued from 1 July 2017 to the Amendment Agreement Effective Date) plus interest accrued on the Rest Claim from time to time;
- (h) if the Stock Accession Option has been exercised, the Internal Loan shall be adjusted (if applicable) in accordance with Clause 13.4.10; and
- (i) the Bond Trustee may declare the Internal Loan Agreement to be in default and the Rest Claim due for immediate repayment upon the occurrence of an Internal Loan Event of Default by written notice from the Bond Trustee to the Issuer.

13.4.10 Adjustment of Rest Claim and Legal Recovery Claim

Subsequent to the Stock Accession Option being exercised, the Rest Claim and the Legal Recovery Claim shall (if applicable) be adjusted as follows:

- (a) If the Share Value exceeds the amount outstanding under the Bond Issue at that time (plus accrued interest), the Rest Claim shall be reduced to zero.
- (b) If the Share Value plus the amount outstanding at that time under the Rest Claim exceeds the amount outstanding under the Bond Issue at that time (plus accrued interest), the Rest Claim shall be reduced by the amount exceeding the amount outstanding under the Bond Issue.
- (c) If the Share Value plus the amount outstanding at that time under the Rest Claim is equal to or below the amount outstanding under the Bond Issue at that time (plus accrued interest), the Rest Claim shall remain as is.
- (d) If (a) or (b) above applies, the proceeds otherwise payable to the Issuer under the Legal Recovery Claim shall be split between the Issuer and the Parent, with 50%



each. The amount allocated to the Parent shall be applied towards payment of a fee to Ole T. Bjørnevik for handing the legal process in respect of the Legal Recovery Claims.

- (e) **“Share Value”** means for the purpose of this Clause the fair market value of the Vessels in NOK determined as the arithmetic mean of independent valuations of the Vessels obtained from two (2) independent and well-reputed sale and purchase brokers familiar with the market for the Vessels appointed by the Issuer and approved by the Bond Trustee plus (ii) cash and short term receivables less short term debt (for the avoidance of doubt excluding the Rest Claim). Such valuation shall be made on the basis of a sale for prompt delivery for cash at arm’s length on normal commercial terms as between a willing seller and willing buyer, on an “as is where is” basis, free of any existing charters or other contracts for employment.
- (f) For the avoidance of doubt, there shall be no further valuation of shares in the Issuer for the purpose of the Stock Accession Option as the Stock Accession Option Value (as defined in Clause 13.4.8) shall apply, and consequently no subsequent settlement with the Parent due to changes to the market value.

13.4.11 TBK Assets Realisation

The net proceeds from realisation of the assets in the Ultimate Parent Group (excluding the Parent Group) (the **“TBK Assets Realization”**) shall be distributed to the Issuer, Boa SBL, the Parent Unsecured Bondholders and the Parent Subordinated Bondholders as follows:

- (a) The Ultimate Parent shall distribute all proceeds to the Parent and the Parent Subordinated Bondholders with 29.33 per cent to the Parent Subordinated Bondholders and 70.67 per cent to the Parent.
- (b) The Parent shall distribute all proceeds received from the Ultimate Parent with 48.01 per cent to the Issuer, 9.67 per cent to Boa SBL and 42.32 per cent to the Parent Unsecured Bondholders.

13.4.12 Gulmar Claim

Any proceeds from the Gulmar Claim deposited as security for certain bank facilities of the Parent Group in connection with the Amendment Agreement Effective Date and subsequently released by the finance parties shall be split between the Issuer, Boa SBL and the Parent Unsecured Bondholders with 48.01 per cent to the Issuer, 9.67 per cent to Boa SBL and 42.32 per cent to the Parent Unsecured Bondholders, and the Issuer’s portion shall be paid to the Liquidity Account by the Parent within ten calendar days of receipt by the Parent of such proceeds.

13.4.13 Liquidity Funding

- (a) The Bondholders may, subject to approval by the board of directors of the Issuer, but is not obliged to, provide the Issuer with additional Liquidity Funding at any time. No further Bondholders’ Meeting shall be required for the Issuer to be permitted to incur and the Bond Trustee authorised to implement such Liquidity Funding, including entering into intercreditor agreement, amendments to the Bond Agreement, amendments to Security Documents and other documents.

- (b) The Bondholders shall be entitled to participate in the funding of any Liquidity Funding on equal terms based on their holdings of Bonds, subject to applicable securities laws, and minimum subscription and allocation amount of the equivalent in the relevant currency of EUR 100,000. Regardless of its pro rata proportion of Bonds, each Bondholder may participate with an amount equal to the minimum subscription and allocation amount. The manager appointed for the Liquidity Funding shall, in consultation with the Issuer, have the discretion in deciding the allocation to Bondholders who subscribe above their pro rata proportion. The subscription period shall be minimum ten Business Days with settlement date minimum fifteen Business Days after start of the subscription period.
- (c) Any Liquidity Funding may be secured on a super senior priority in the collateral subject to the Security Documents, and rank ahead of the Bonds in terms of payment and priority. An Intercreditor Agreement based on the following principles may be entered into for this purpose:
 - (i) amounts available for payments (including amounts recovered by the Security Documents) shall be applied (i) first to meet the fees, costs and expenses of the Bond Trustee; (ii) second in repayment of amounts outstanding under the Liquidity Funding so that all obligations under the Liquidity Funding shall be redeemed in full prior to any payments being made to the Bondholders under the Bond Agreement; and (iii) third in repayment of amounts outstanding under the Bond Agreement; and
 - (ii) subject to 365 days standstill period, the Liquidity Funding bondholders may, following acceleration of the Liquidity Funding following an event of default and subject to certain conditions, instruct the Bond Trustee to take enforcement actions permitted in respect of the Security Documents.
- (d) Any Liquidity Funding shall be on such terms and in such amount as the Issuer and the funding Bondholders may approve. Subscription documents, including detailed terms for subscription and the proposed terms for the liquidity funding, will be provided separately to all Bondholders through www.newsweb.no, Stamdata and the Securities Depository.

13.4.14 Incentive Package

The Issuer shall ensure that the Incentive Package is implemented and effectuated at all times in accordance with the following:

- (a) The Incentive Package shall include the key personnel separately agreed between the Issuer and the Bond Trustee, and other key personnel to be verified by CEO in the Parent. The CEO in the Parent will have the discretion to identify other key personnel, but shall apply the same incentive scheme methodology as for the CEO, and stay within budgeted amount.
- (b) The Incentive Package shall consist of (i) a cash component and (ii) a rest claim component in the aggregate amount of NOK 21,000,000, split 50/50 between a cash and rest claim component, and have a three year term. The rest claim component will be super senior, ranking ahead of the Rest Claim, the rest claim owing to Boa SBL by the Parent, the Parent Unsecured Bonds and the Parent Subordinated Bonds.

- (c) The cash component shall be split equally between the Issuer, Boa SBL and Boa Barges AS, and (for the Issuer and Boa SBL) the amount shall be retained by the Parent from the proceeds otherwise applied against the initial cash distribution to the Issuer and Boa SBL at the Amendment Agreement Effective Date accordingly.
- (d) The amount of the cash component allocated to Boa Barges AS, i.e. NOK 3,500,000, shall be paid by Boa Barges AS to the Parent on or prior to the Amendment Agreement Effective Date.
- (e) Vesting period for the cash component:
 - (i) Year 1: 25%
 - (ii) Year 2: 25%
 - (iii) Year 3: 50%
- (f) The rest claim component shall be subject to a clawback provision providing that key personnel leaving the Group prior to the time limits from the Amendment Agreement Effective Date specified below are required to repay and cancel the following percentages of rest claim component:
 - (i) Within 6 months from Amendment Agreement Effective Date: 100%
 - (ii) Within 6-12 months from Amendment Agreement Effective Date: 75%
 - (iii) Within 12-24 months from Amendment Agreement Effective Date: 67%
 - (iv) Within 24-36 months from Amendment Agreement Effective Date: 33%
 - (v) Key personnel leaving the Group 36 months, or later, after Amendment Agreement Effective Date are no longer subject to the clawback provision.

13.4.15 Ultimate owner items

The Issuer shall ensure that the Parent Unsecured Bonds held by Ole T. Bjørnevik (directly or indirectly) on the Amendment Agreement Effective Date and the proceeds thereof are applied in accordance with the following:

- (a) Ole T. Bjørnevik's part of the proceeds from the initial cash distribution on the Amendment Agreement Effective Date allocated to the Parent Unsecured Bonds and part of Ole T. Bjørnevik's part of the proceeds from the TBK Asset Realization allocated to the Parent Unsecured Bonds shall be applied towards payment of third party bank debt secured in Ole T. Bjørnevik's Parent Unsecured Bonds.
- (b) Following the payments in (a) above, monetary claims from Ole T. Bjørnevik's Parent Unsecured Bonds shall be assigned to Boa Eiendom AS for full repayment of debt (after which Boa Eiendom AS will own Unsecured Bonds with a total par value of NOK 138,500,000).



13.5 Bank accounts

13.5.1 Maintenance of Accounts

All Accounts (except the Bond Escrow Account) shall be held with the Account Bank and subject to a Security Interest in favour of the Bond Trustee (on behalf of the Bondholders, except for the Bond Bank Account, which shall be in favour of the holders of the Temporary Bonds).

13.5.2 Earnings Account

- (a) The Issuer shall procure that all Earnings are paid into the Earnings Account(s).
- (b) All amounts exceeding NOK 25,000,000 standing in the Earnings Account on each Quarter Date shall be swept into the Liquidity Account within five Business Days of the end of each Quarter Date (if not a Business Day, the immediately preceding Business Day).

13.5.3 CapEx Reserve Account

Funds in the CapEx Reserve Account may only be released from the CapEx Reserve Account for SPS expenses to third parties related to Boa Sub C and provided that (i) invoices from third parties are presented and approved by the Bondholder Nominated Director and (ii) such payments are within the Budget.

13.5.4 Liquidity Account

- (a) All payments and proceeds payable to the Issuer, other than Earnings, shall be paid directly to the Liquidity Account.
- (b) The Bondholder Nominated Director shall be authorised to approve release from the Liquidity Account of an aggregate amount of up to NOK 7,500,000 in aggregate per Vessel per twelve months from the Amendment Agreement Effective Date, provided that the amounts are applied towards working capital costs incurred in connection with chartering out (including tender) the relevant Vessel and are payable to third parties, as evidenced by invoices.
- (c) Subject to approval by simple majority at a quorate Bondholders' Meeting, funds in the Liquidity Account may be released and applied to cover working capital needs in respect of the Vessels, SPS expenses relating to Boa Deep C and/or against redemption of Outstanding Bonds (at par value plus accrued interest on the redeemed amount).
- (d) It is intended that the Issuer will request a Bondholders' Meeting approximately nine months after the Amendment Agreement Effective Date and on an annual basis thereafter to request funds to be released from the Liquidity Account to the Earnings Account for annual working capital on such terms as then approved (first period starting approximately twelve months after the Amendment Agreement Effective Date).

13.6 Vessel covenants

13.6.1 Insurances

- (a) The Issuer shall ensure that the Vessels and all relevant equipment are insured against such risks, including but not limited to, hull and machinery, protection and



indemnity, hull interest, freight interest and war risk insurance, and any other industry standard insurances and loss payable clauses of the Vessels and equipment related thereto in accordance with the Nordic Marine Insurance Plan or at least similar terms (in the reasonable opinion of the Bond Trustee), and in such amount, as are consistent with prudent business practice and with first class insurers.

- (b) The aggregate insurable value of the Vessels (hull and machinery (including hull interest)) shall be no less than 120% of the outstanding amount under the Finance Documents.
- (c) The Issuer shall procure that the Bond Trustee is noted as first priority mortgagee and loss payee in the insurance contracts, and shall make its best efforts to procure confirmation from the underwriters to the Bond Trustee thereof that the notice of assignment with regard to the insurances and the loss payable clauses are noted in the insurance contracts and that standard letters of undertaking are executed by the insurers.
- (d) Within reasonable time prior to the date of renewal of the relevant insurances, the Issuer shall procure the delivery to the Bond Trustee of a certificate from the insurance broker(s) through whom the insurances referred to in paragraph (i) above have been renewed and taken out in respect of the Vessels with insurance values as required by paragraph (i), that such insurances are in full force and effect and that the Bond Trustee (on behalf of the Bondholders) has been noted by the relevant insurers.
- (e) If any of the insurances referred to in paragraph (i) above have been taken out on conditions other than the Nordic Marine Insurance Plan and/or form part of a fleet cover, the Issuer shall make its best efforts to procure that the insurers undertake to the Bond Trustee that they shall neither set-off against any claims in respect of the Vessels any premiums due in respect of other vessels under such fleet cover or any premiums due for other insurances, nor cancel this insurance for reason of non-payment of premium for other vessels under such fleet cover or of premiums for such other insurances, and shall issue a separate policy in respect of each Vessel.
- (f) The Issuer shall not make any material change to the insurances described under paragraphs (i) and (ii) above if such change may have a Material Adverse Effect.
- (g) The Issuer shall at the sole discretion of the Bond Trustee keep a Mortgagee Interest Insurance and, if any of the Vessels is operating in an area where it is deemed relevant by the Bond Trustee, a Mortgagee's Additional Perils and Pollution Insurance for such Vessel, on standard market terms at the cost of the Issuer.

13.6.2 Maintenance of ownership

Save as set out in Clause 10.4, the Issuer shall remain the sole and direct owner of the Vessels.

13.6.3 Flag and registry

The Issuer shall not cause the flag, name or registry of any of the Vessels to be changed, without the prior written consent of the Bond Trustee, such approval not to be unreasonably withheld.

13.6.4 Inspections

The Issuer shall upon the request of the Bond Trustee arrange for the Bond Trustee (and/or any person appointed by the Bond Trustee) to undertake a technical inspection, at the account of the Issuer, of either Vessel (provided that any such inspection does not interfere with the ordinary operation of that Vessel).

13.6.5 Classification and repairs

- (a) The Issuer shall procure that the Vessels shall maintained their class with the highest possible class notation, free of overdue requirements or recommendations, with DNV (or any other IACS classification society), and at all times comply with the rules and regulations of the relevant class society.
- (b) The Issuer shall procure that the Vessels comply with relevant class requirements and is kept in good, safe and efficient condition consistent with prudent ownership and industry standards.

13.6.6 Vessel Manager

- (a) The Issuer shall not change Vessel Manager and shall not (except for minor practical adjustments) agree to any amendment, supplement or variation or grant any waiver of or terminate the Management Agreements without prior written consent of the Bond Trustee.
- (b) The Management Agreements shall provide that it may be terminated by the Issuer or the Bond Trustee upon three months' prior written notice and be terminated by the Manager upon twelve months prior written notice.
- (c) The annual management fee payable by the Issuer to Management Newco (in aggregate for both Vessels) to be NOK 16,000,000, such fee to be payable monthly with 1/12 of the total annual fee each time.
- (d) The Issuer shall procure that the Vessel Manager operates the Vessels in accordance with good industry standards and in accordance with its obligations under the Management Agreement and in compliance with the terms thereof and the Security Documents.

13.6.7 Operation of the Vessels

The Issuer shall comply, or procure the compliance in all material respects with the laws or regulations relating to the Vessels, their ownership, operation and management or to the business of the Issuer, and shall not employ the Vessels nor allow their employment:

- (a) in the event of hostilities in any part of the world (whether war is declared or not), in any zone which is declared a war zone by any government or by the war risk insurers of the Vessels unless the Issuer has (at its expense) effected any special, additional or modified insurance cover which shall be necessary or customary for first class vessel owners trading vessels within the territorial waters of such country at such time and has provided evidence of such cover to the Bond Trustee; and
- (b) in breach of any Sanctions (it being understood that as per the Issue Date this prohibits (without limitation) employment of the Vessels in Cuba, Iran, Libya, Venezuela, North Korea, Sudan and Syria).



13.6.8 Compliance with laws, treaties and conventions

The Issuer shall ensure that the Vessels shall at all times in all material respects comply with and be operated in conformity with all the laws and regulations, treaties and conventions from time to time applicable to the classification society, the relevant ship registry or the Vessel in any jurisdiction where the Vessel may operate from time to time, including but not limited to, the International Safety Management Code for the Safe Operation of Ships and for Pollution Preservation (the ISM Code) and shall obtain relevant trading certificates, acknowledgement of compliance or similar governmental or official acknowledgements or undertakings.

13.6.9 No amendments to Charters

The Issuer shall not agree to any termination, material amendment, supplement or variation or grant any waiver of any Charter, if such termination, amendment, supplement, variation or waiver would have a Material Adverse Effect.

13.6.10 Lay up

If any of the Vessels are idle or laid up, the relevant Vessels must be laid-up in the UK, Norway, Poland or another jurisdiction acceptable to the Bond Trustee (on behalf of the Bondholders).

14. FEES AND EXPENSES

14.1 The Issuer shall cover all costs and expenses incurred by it or the Bond Trustee (and/or the Security Agent) in connection with this Bond Agreement and the fulfilment of its obligations under this Bond Agreement or any other Finance Document, including in connection with the negotiation, preparation, execution and enforcement of this Bond Agreement and the other Finance Documents and any registration or notifications relating thereto (including any stamp duty), the listing of the Bonds on an Exchange (if applicable), and the registration and administration of the Bonds in the Securities Depository. 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, irrespective of such funds being subject to Security under a Finance Documents, to set-off and cover any such costs and expenses.

14.2 The fees, costs and expenses payable to the Bond Trustee (and/or the Security Agent) shall be paid by the Issuer and are set out in a separate agreement between the Issuer and the Bond Trustee (and/or the Security Agent).

14.3 Fees, costs and expenses payable to the Bond Trustee (or the Security Agent) which, due to the Issuer's insolvency or similar circumstances, are not reimbursed in any other way may be covered by making an equivalent reduction in the proceeds to the Bondholders hereunder of any costs and expenses incurred by the Bond Trustee (or the Security Agent) in connection with the restructuring or default of the Bond Issue and the enforcement of any Finance Document.

14.4 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 is not responsible for reimbursing any such fees.

14.5 The Issuer is responsible for withholding any withholding tax imposed by applicable law on any payments to the Bondholders.



14.6 If the Issuer is required by law to withhold any withholding tax from any payment under any Finance Document:

- (a) the amount of the payment due from the Issuer shall be increased to such amount which is necessary to ensure that the Bondholders receive a net amount which is (after making the required withholding) equal to the payment which would have been due if no withholding had been required; and
- (b) the Issuer shall at the request of the Bond Trustee deliver to the Bond Trustee evidence that the required tax reduction or withholding has been made.

14.7 If any withholding tax is imposed due to subsequent changes in applicable law after the date of this Bond Agreement, the Issuer shall have the right to call all but not some of the Bonds at par value plus accrued interest. Such call 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.

15. EVENTS OF DEFAULT

15.1 The Bond Trustee may declare the Bonds to be in default upon occurrence of any of the following events:

15.1.1 Non-payment

The Issuer fails to fulfil any payment obligation due under this Bond Agreement or any Finance Document when due, unless, in the opinion of the Bond Trustee, it is likely that such payment will be made in full within five Business Days following the original due date.

15.1.2 Breach of other obligations

The Issuer, the Ultimate Parent, the Parent or Management Newco does not comply with any provision pursuant to this Bond Agreement or any other Finance Document, unless, in the opinion of the Bond Trustee, such failure is capable of being remedied and is remedied within ten Business Days after notice thereof is given to the Issuer by the Bond Trustee.

15.1.3 Cross default

If for the Issuer, the Parent or Management Newco:

- (a) any Financial Indebtedness is not paid when due nor within any originally applicable grace period;
- (b) 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);
- (c) any commitment for any Financial Indebtedness is cancelled or suspended by a creditor as a result of an event of default (however described); or
- (d) 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),

always provided that a threshold in the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (i) to (iv) above of a total of NOK 5,000,000, or the equivalent thereof in other currencies, shall apply.



15.1.4 Misrepresentations

Any representation, warranty or statement (including statements in compliance certificates) made under this Bond Agreement or any other Finance Document or in connection therewith is or proves to have been incorrect, inaccurate or misleading in any material respect when made or deemed to have been made.

15.1.5 Insolvency

The Issuer, the Parent or Management Newco is unable or admits inability to pay its debts as they fall due or suspends making payments on any of its debts.

15.1.6 Insolvency proceedings and dissolution

If for the Issuer, the Parent or Management Newco, any corporate action, legal proceedings or other procedure step 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 solvent liquidation or reorganization;
- (b) a composition, compromise, assignment or arrangement with any creditor, having an adverse effect on the Issuer's ability to perform its payment obligations hereunder; 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 any analogous procedure or step is taken in any jurisdiction. This paragraph (f) shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement.

15.1.7 Creditors' process

The Issuer, the Parent or Management Newco having any of its assets impounded, confiscated, attached or subject to distraint, or is subject to enforcement of any Security over any of its assets, having an aggregate value as set out in paragraph (c) above.

15.1.8 Impossibility or illegality

It is or becomes impossible or unlawful for the Issuer or the Parent to fulfil or perform any of the terms of any Finance Document to which it is a party.

15.1.9 Material Adverse Change

Any other event or circumstance occurs which, in the reasonable opinion of the Bond Trustee, after consultations with the Issuer, would have a Material Adverse Effect.

15.2 In the event that one or more of the circumstances mentioned in Clause 15.1 occurs and is continuing, the Bond Trustee can, in order to protect the interests of the Bondholders, declare the Outstanding Bonds including accrued interest, costs and expenses to be in default and due for immediate payment.

The Bond Trustee may at its discretion, take every measure necessary to recover the amounts due under the Outstanding Bonds, and all other amounts outstanding under this Bond Agreement and any other Finance Document, including any other contractual and non-contractual claims, that are derived therefrom or in connection therewith.

- 15.3 In the event that one or more of the circumstances mentioned in Clause 15.1 occurs and is continuing, the Bond Trustee shall declare the Outstanding Bonds including accrued interest, costs and expenses to be in default and due for immediate payment if:
- (a) the Bond Trustee receives a demand in writing that a default shall be declared from Bondholders representing at least 1/5 of the Voting Bonds or at least 1/5 of the Temporary Bonds, and the Bondholders' Meeting has not decided on other solutions, or
 - (b) the Bondholders' Meeting has with simple majority decided to declare the Outstanding Bonds in default and due for payment.

In either case the Bond Trustee shall take every measure necessary to recover the amounts due under the Outstanding Bonds.

- 15.4 In the event that the Bond Trustee pursuant to the terms of Clauses 15.2 or 15.3 declares the Outstanding Bonds to be in default and due for payment, the Bond Trustee shall immediately deliver to the Issuer a notice demanding payment of interest and principal due to the Bondholders under the Outstanding Bonds including accrued interest and interest on overdue amounts and expenses. The claim derived from the Outstanding Bonds due for payment as a result of an Event of Default shall be calculated at the price equal to the Mandatory Redemption Premium.

16. BONDHOLDERS' MEETING

16.1 Authority of the Bondholders' Meeting

- 16.1.1 The Bondholders' Meeting represents the supreme authority of the Bondholders community in all matters relating to the Bonds, and has the power to make all decisions altering the terms and conditions of the Bonds, including, but not limited to, any reduction of principal or interest and any conversion of the Bonds into other capital classes.

- 16.1.2 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.

- 16.1.3 If a resolution by or an approval of the Bondholders is required, such resolution shall be passed at a Bondholders' Meeting, see however Clause 17.1. Resolutions passed at Bondholders' Meetings shall be binding upon all Bondholders and prevail for all the Bonds.

16.2 Procedural rules for Bondholders' meetings

- 16.2.1 A Bondholders' Meeting shall be held at the written request of:
- (a) the Issuer;

- (b) Bondholders representing at least 1/10 of the Voting Bonds or if the matter relates to the Temporary Bonds at least 1/10 of the Temporary Bonds;
 - (c) the Exchange, if the Bonds are listed; or
 - (d) the Bond Trustee.
- 16.2.2 The Bondholders' Meeting shall be summoned by the Bond Trustee. A request for a Bondholders' Meeting shall be made in writing to the Bond Trustee, and shall clearly state the matters to be discussed.
- 16.2.3 If the Bond Trustee has not summoned a Bondholders' Meeting within ten Business Days after having received a valid request, then the requesting party may summons the Bondholders' Meeting itself.
- 16.2.4 The summons to a Bondholders' Meeting shall be dispatched no later than ten Business Days prior to the date of the Bondholders' Meeting. The summons and a confirmation of each Bondholder's holdings of Bonds shall be sent to all Bondholders registered in the Securities Depository at the time of distribution. The Exchange shall also be informed if the Bonds are listed.
- 16.2.5 The summons shall specify the agenda of the Bondholders' Meeting. The Bond Trustee may in the summons also set out other matters on the agenda than those requested. If amendments to this Bond Agreement have been proposed, the main content of the proposal shall be stated in the summons.
- 16.2.6 The Bond Trustee may restrict the Issuer from making any changes in the number of Voting Bonds in the period from distribution of the summons until the Bondholders' Meeting, by serving notice to it to such effect.
- 16.2.7 Matters that have not been reported to the Bondholders in accordance with the procedural rules for summoning of a Bondholders' Meeting may only be adopted with the approval of all Voting Bonds or Temporary Bonds (as applicable).
- 16.2.8 The Bondholders' Meeting shall be held on premises designated by the Bond Trustee. The Bondholders' Meeting shall be opened and shall, unless otherwise decided by the Bondholders' Meeting, be chaired by the Bond Trustee. If the Bond Trustee is not present, the Bondholders' Meeting shall be opened by a Bondholder, and be chaired by a representative elected by the Bondholders' Meeting.
- 16.2.9 Minutes of the Bondholders' Meeting shall be kept. The minutes shall state the numbers of Bondholders and Bonds represented at the Bondholders' Meeting, the resolutions passed at the meeting, and the result of the voting. The minutes shall be signed by the chairman and at least one other person elected by the Bondholders' Meeting. The minutes shall be deposited with the Bond Trustee and shall be available to the Bondholders.
- 16.2.10 The Bondholders, the Bond Trustee and - provided the Bonds are listed - representatives of the Exchange, have the right to attend the Bondholders' Meeting. The chairman may grant access to the meeting to other parties, unless the Bondholders' Meeting decides otherwise. Bondholders may attend by a representative holding proxy. Bondholders have the right to



be assisted by an advisor. In case of dispute the chairman shall decide who may attend the Bondholders' Meeting and vote for the Bonds.

16.2.11 Representatives of the Issuer have the right to attend the Bondholders' Meeting. The Bondholders' Meeting may resolve that the Issuer's representatives may not participate in particular matters. The Issuer has the right to be present under the voting.

16.3 Resolutions passed at Bondholders' Meetings

16.3.1 At the Bondholders' Meeting:

- (a) each Bondholder may cast one vote for each Voting Bond owned at close of business on the day prior to the date of the Bondholders' Meeting in accordance with the records registered in the Securities Depository. The Bond Trustee may, at its sole discretion, accept other evidence of ownership. Whoever opens the Bondholders' Meeting shall adjudicate any question concerning which Bonds shall count as the Issuer's Bonds. The Issuer's Bonds shall not have any voting rights.
- (b) in matters relating to the Temporary Bonds, each holder of such Temporary Bonds may cast one vote for each Temporary Bond held at close of business on the day prior to the date of the Bondholders' Meeting in accordance with the records registered in the Securities Depository.

For this purpose, a Bondholder that has a Bond or a Temporary Bond that is nominee registered shall be deemed as the Bondholder of such Bond or Temporary Bond (instead of the nominee) provided that the Bondholder presents relevant evidence stating that the relevant Bondholder is the Bondholder of the Bond or Temporary Bond and the amount of Bonds or Temporary Bonds held by such Bondholder.

16.3.2 In all matters, the Issuer, the Bond Trustee and any Bondholder have the right to demand vote by ballot. In case of parity of votes, the chairman shall have the deciding vote, regardless of the chairman being a Bondholder or not.

16.3.3 In order to form a quorum;

- (a) in matters relating to the Temporary Bonds, at least half (1/2) of the Temporary Bonds must be represented at the meeting, see however Clause 16.4. Even if less than half (1/2) of the Temporary Bonds are represented, the Bondholders' Meeting shall be held and voting completed.
- (b) in all other matters, at least half (1/2) of the Voting Bonds must be represented at the meeting, see however Clause 16.4. Even if less than half (1/2) of the Voting Bonds are represented, the Bondholders' Meeting shall be held and voting completed.

16.3.4 Resolutions shall be passed by simple majority of the Voting Bonds or the Temporary Bonds (as applicable) represented at the Bondholders' Meeting, unless otherwise set out in Clause 16.3.5.

16.3.5 A majority of at least 2/3 of the Voting Bonds and a majority of at least 2/3 of the Temporary Bonds represented at the Bondholders' Meeting is required for any waiver or amendment of any terms of this Bond Agreement.



16.3.6 The Bondholders' Meeting may not adopt resolutions which may give certain Bondholders or others an unreasonable advantage at the expense of other Bondholders.

16.3.7 The Bond Trustee shall ensure that resolutions passed at the Bondholders' Meeting are properly implemented, however, the Bond Trustee may refuse to carry out resolutions being in conflict with this Bond Agreement (or any other Finance Document) or any applicable law.

16.3.8 The Issuer, the Bondholders and the Exchange shall be notified of resolutions passed at the Bondholders' Meeting.

16.4 Repeated Bondholders' Meeting

16.4.1 If the Bondholders' Meeting does not form a quorum pursuant to Clause 16.3.3, a repeated Bondholders' Meeting may be summoned to vote on the same matters. The attendance and the voting result of the first Bondholders' Meeting shall be specified in the summons for the repeated Bondholders' Meeting.

16.4.2 If the Bondholders' Meeting of the Voting Bonds and the Bondholders' Meeting of the Temporary Bonds pursuant to Clause 16.3.5 does not agree on whether to give any waiver or agree on an amendment of any terms of this Bond Agreement, then a new Bond Agreement shall be entered into in respect of the Temporary Bonds, in accordance with the resolution passed on the Bondholder's Meeting of the Temporary Bonds.

16.4.3 The procedures and resolutions as set out in 16.2 and 16.3 above also apply for a repeated Bondholders' meeting, however, a valid resolution may be passed at a repeated Bondholders' Meeting even though less than half (1/2) of the Voting Bonds or Temporary Bonds (as applicable) are represented.

16.4.4 A repeated Bondholders' Meeting may be convened pursuant to the procedures of a Written Resolution in accordance with Clause 16.5 (*Written Resolutions*), even if the initial meeting was held pursuant to the procedures of a Bondholders' Meeting in accordance with Clause 16.2 (*Procedural rules for Bondholders' meetings*) and vice versa.

16.5 Written Resolutions

16.5.1 Subject to this Bond Agreement, anything which may be resolved by the Bondholders in a Bondholders' Meeting pursuant to Clause 16.1 (*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.

16.5.2 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.

16.5.3 The Summons for the Written Resolution shall be sent to the Bondholders registered in the Securities Depository at the time the Summons is sent from the Securities Depository and published at the Bond Trustee's web site, or other relevant electronic platform or via press release.

16.5.4 The provisions set out in Clause 16.1 (*Authority of the Bondholders' Meeting*), 16.2 (*Procedural rules for Bondholder's meetings*), Clause 16.3 (*Resolutions passed at Bondholders' Meetings*) and Clause 16.4 (*Repeated Bondholders' Meeting*) shall apply mutatis mutandis to a Written Resolution, except that:

- (a) the provisions set out in Clause 16.2.8, Clause 16.2.10 and Clause 16.2.11; or
- (b) provisions which are otherwise in conflict with the requirements of this Clause 16.5 (Written Resolution),

shall not apply to a Written Procedure.

16.5.5 The Summons for a Written Resolution shall include:

- (a) 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
- (b) 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"), such Voting Period to be at least three (3) Business Days but not more than fifteen (15) Business Days from the date of the Summons, provided however that the Voting Period for a Written Resolution summoned pursuant to Clause 16.4 (*Repeated Bondholders' Meeting*) shall be at least ten (10) Business Days but not more than fifteen (15) Business Days from the date of the Summons.

16.5.6 Only Bondholders of Voting Bonds registered with the Securities Depository on the Relevant Record Date, or the beneficial owner thereof having presented relevant evidence to the Bond Trustee pursuant to Clause 16.3.1, will be counted in the Written Resolution. "Relevant Record Date" means for the purpose of this paragraph; (i) the date falling 3 Business Days after the Summons have been published; or (ii) if the requisite majority in the opinion of the Bond Trustee has been reached prior to the date set out in paragraph (i) above, on the date falling on the immediate Business Day prior to the date on which the Bond Trustee declares that the Written Resolution has been passed with the requisite majority.

16.5.7 A Written Resolution is passed when the requisite majority set out in Clause 16.3.4 and 16.3.5 has been achieved, based on the total number of Voting Bonds, even if the Voting Period has not yet expired. A Written Resolution may also be passed if the sufficient numbers of negative votes are received prior to the expiry of the Voting Period.

16.5.8 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 achieved.

16.5.9 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 Clause 16.3.3- Clause 16.3.5.

17. THE BOND TRUSTEE

17.1 The role and authority of the Bond Trustee

- 17.1.1 The Bond Trustee shall monitor the compliance by the Issuer of its obligations under this Bond Agreement and applicable laws and regulations which are relevant to the terms of this Bond Agreement, including supervision of timely and correct payment of principal or interest, (however, this shall not restrict the Bond Trustee from discussing matters of confidentiality with the Issuer), arrange Bondholders' Meetings, and make the decisions and implement the measures resolved pursuant to this Bond Agreement. The Bond Trustee is not obligated to assess the Issuer's financial situation beyond what is directly set out in this Bond Agreement.
- 17.1.2 The Bond Trustee may take any step it in its sole discretion considers necessary or advisable to ensure the rights of the Bondholders in all matters pursuant to the terms of this Bond Agreement and is entitled to rely on advice from professional advisors. The Bond Trustee may in its sole discretion postpone taking action until such matter has been put forward to the Bondholders' Meeting. The Bond Trustee is not obliged to take any steps to ascertain whether any Event of Default has occurred and until it has actual knowledge or express notice to the contrary the Bond Trustee is entitled to assume that no Event of Default has occurred.
- 17.1.3 The Bond Trustee may make decisions binding for all Bondholders concerning this Bond Agreement, including amendments to this Bond Agreement and waivers or modifications of certain provisions, which in the opinion of the Bond Trustee, do not materially and adversely affect the rights or interests of the Bondholders pursuant to this Bond Agreement.
- 17.1.4 The Bond Trustee may reach decisions binding for all Bondholders in circumstances other than those mentioned in Clause 17.1.3 provided that prior notification has been made to the Bondholders. Such notice shall contain a proposal of the amendment and the Bond Trustee's evaluation. Further, such notification shall state that the Bond Trustee may not reach a decision binding for all Bondholders in the event that any Bondholder submits a written protest against the proposal within a deadline set by the Bond Trustee. Such deadline may not be less than five Business Days following the dispatch of such notification.
- 17.1.5 The Bond Trustee may reach other decisions than set out in Clauses 17.1.3 or 17.1.4 to amend or rectify decisions which due to spelling errors, calculation mistakes, misunderstandings or other obvious errors do not have the intended meaning.
- 17.1.6 The Bond Trustee may not adopt resolutions which may give certain Bondholders or others an unreasonable advantage at the expense of other Bondholders.
- 17.1.7 The Issuer, the Bondholders and the Exchange shall be notified of decisions made by the Bond Trustee pursuant to Clause 17.1 unless such notice obviously is unnecessary.
- 17.1.8 The Bondholders' Meeting can decide to replace the Bond Trustee without the Issuer's approval, as provided for in Clause 16.3.5.



17.1.9 The Bond Trustee may act as bond trustee and/or security agent for several bond issues relating to the Issuer notwithstanding potential conflicts of interest. The Bond Trustee may delegate exercise of its powers to other professional parties.

17.1.10 The Bond Trustee may instruct the Paying Agent to split the Bonds to a lower denomination in order to facilitate partial redemptions or restructuring of the Bonds or other situations.

17.2 Liability and indemnity

17.2.1 The Bond Trustee is liable only for direct losses incurred by Bondholders or the Issuer as a result of gross negligence or wilful misconduct by the Bond Trustee in performing its functions and duties as set out in this Bond Agreement. Such liability is limited to the maximum amount set out in Clause 2.2. The Bond Trustee is not liable for the content of information provided to the Bondholders on behalf of the Issuer. Neither of the Ultimate Parent, the Parent or any other member of the Parent Group will seek to hold the Bond Trustee liable for any loss arising from the transactions contemplated by the Stock Accession Option or the Security Document or the completion thereof.

17.2.2 The Issuer is liable for, and shall 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, agents and representatives) to fulfil its obligations under the terms of this Bond Agreement and any other Finance Document, 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 establishment and performance of this Bond Agreement and any other Finance Document.

17.2.3 The Bond Trustee can as a condition for carrying out an instruction from the Bondholders (including, but not limited to, instructions set out in Clause 15.3(a) or 16.2.1 (ii), require satisfactory security and indemnities for any possible liability and anticipated costs and expenses, from those Bondholders who requested that instruction and/or those who voted in favour of the decision to instruct the Bond Trustee. Any instructions from the Bondholders may be put forward to the Bondholders' Meeting by the Bond Trustee before the Bond Trustee takes any action.

17.3 Change of Bond Trustee

17.3.1 Change of Bond Trustee shall be carried out pursuant to the procedures set out in Clause 16. The Bond Trustee shall continue to carry out its duties as bond trustee until such time that a new Bond Trustee is elected.

17.3.2 The fees and expenses of a new bond trustee shall be covered by the Issuer pursuant to the terms set out in Clause 14, but may be recovered wholly or partially from the Bond Trustee if the change is due to a breach by the Bond Trustee of its duties pursuant to the terms of this Bond Agreement or other circumstances for which the Bond Trustee is liable.

17.3.3 The Bond Trustee undertakes to co-operate so that the new bond trustee receives without undue delay following the Bondholders' Meeting the documentation and information necessary to perform the functions as set out under the terms of this Bond Agreement.

17.4 Appointment of Security Agent

17.4.1 The Bond Trustee is appointed to act as Security Agent for the Bond Issue.

The main functions of the Security Agent may include holding Security on behalf of the Bondholders and monitoring compliance by the Issuer and other relevant parties of their respective obligations under this Bond Agreement and/or the Security Documents with respect to the Security.

Before the appointment of a Security Agent other than the Bond Trustee, the Issuer shall be given the opportunity to state its views on the proposed Security Agent, but the final decision as to appointment shall lie exclusively with the Bond Trustee.

- 17.4.2 The functions, rights and obligations of the Security Agent may be determined by a Security Agent agreement to be entered into between the Bond Trustee and the Security Agent, which the Bond Trustee shall have the right to require the Issuer and any other party to any Security Document to sign as a party, or, at the discretion of the Bond Trustee, to acknowledge. The Bond Trustee shall at all times retain the right to instruct the Security Agent in all matters.

Any changes to this Bond Agreement necessary or appropriate in connection with the appointment of a Security Agent shall be documented in an amendment to this Bond Agreement, signed by the Bond Trustee.

- 17.4.3 If so desired by the Bond Trustee, any or all of the Security Documents shall be amended, assigned or re-issued, so that the Security Agent is the holder of the relevant Security (on behalf of the Bondholders). The costs incurred in connection with such amendment, assignment or re-issue shall be for the account of the Issuer.

18. MISCELLANEOUS

18.1 The community of Bondholders

By virtue of holding Bonds, which are governed by this Bond Agreement (which pursuant to Clause 2.1.1 is binding upon all Bondholders), a community exists between the Bondholders, implying, inter alia, that:

- (a) the Bondholders are bound by the terms of this Bond Agreement;
- (b) the Bond Trustee has power and authority to act on behalf of, and/or represent; the Bondholders, in all matters, included but not limited to taking any legal or other action, including enforcement of the Bond Issue and/or any Security, opening of bankruptcy or other insolvency proceedings;
- (c) the Bond Trustee has, in order to manage the terms of this Bond Agreement, access to the Securities Depository to review ownership of Bonds registered in the Securities Depository; and
- (d) this Bond Agreement establishes a community between Bondholders meaning that:
 - (i) the Bonds rank *pari passu* between each other;
 - (ii) the Bondholders may not, based on this Bond Agreement, act directly towards, and may not themselves institute legal proceedings against, the Issuer, guarantors or any other third party based on claims derived from the Finance Documents, including but not limited to recover the Bonds, enforcing any

Security Interest or pursuing claims against any party as a substitute for damages to the interests under the Finance Documents, regardless of claims being pursued on a contractual or non-contractual basis, however not restricting the Bondholders to exercise their individual rights derived from this Bond Agreement;

- (iii) the Issuer may not, based on this Bond Agreement, act directly towards the Bondholders;
- (iv) the Bondholders may not cancel the Bondholders' community; and
- (v) the individual Bondholder may not resign from the Bondholders' community.

18.2 Bond Defeasance

18.2.1 The Issuer may, at its option and at any time, elect to have certain obligations discharged (see Clause 18.2.2) upon complying with the following conditions (the "**Bond Defeasance**"):

- (a) the Issuer shall have irrevocably pledged to the Bond Trustee for the benefit of the Bondholders cash or government bonds accepted by the Bond Trustee, or other security accepted by the Bond Trustee, (the "**Defeasance Security**") in such amounts as will be sufficient for the payment of principal (including if applicable premium payable upon exercise of a Call Option) and interest on the Outstanding Bonds to Maturity Date (or upon an exercise of a Call Option plus applicable premium) or any other amount agreed between the Parties;
- (b) the Issuer shall have delivered to the Bond Trustee a duly signed certificate that the Defeasance Security was not made by the Issuer with the intent of preferring the Bondholders over any other creditors of the Issuer or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Issuer or others; and
- (c) the Issuer shall have delivered to the Bond Trustee any certificate or legal opinion reasonably required by the Bond Trustee regarding the Bond Defeasance including any statements regarding the perfection and enforceability, rights against other creditors (including any hardening period) and other issues regarding the Defeasance Security.

18.2.2 Upon the exercise by the Issuer of the Bond Defeasance:

- (a) the Issuer shall be released from the obligations under all provisions in Clause 13, except Clauses 13.2.1(a), (f), (i), (j) and (k), or as otherwise agreed;
- (b) the Issuer shall not (and shall ensure that any other party to any Defeasance Security shall not) take any actions that may cause the value of the Defeasance Security to be reduced, and shall at the request of the Bond Trustee execute, such further actions as the Bond Trustee may reasonably require;
- (c) any Security other than the Defeasance Security shall be discharged; and
- (d) all other provisions of this Bond Agreement (except (i) and (ii) above) shall remain fully in force without any modifications, or as otherwise agreed.



18.2.3 All amounts owed by the Issuer hereunder covered by the Defeasance Security shall be applied by the Bond Trustee, in accordance with the provisions of this Bond Agreement, against payment to the Bondholders of all sums due to them under this Bond Agreement on the due date thereof.

Any excess funds not required for the payment of principal, premium and interest to the Bondholders (including any expenses, fees etc. due to the Bond Trustee hereunder) shall be returned to the Issuer.

18.2.4 if the Bonds are secured, the Defeasance Security shall be considered as a replacement of the Security established prior to the Defeasance Security.

18.3 Limitation of claims

All claims under the Bonds and this Bond Agreement for payment, including interest and principal, shall be subject to the time-bar provisions of the Norwegian Limitation Act of May 18, 1979 No. 18.

18.4 Access to information

18.4.1 This Bond Agreement is available to anyone and copies may be obtained from the Bond Trustee or the Issuer. The Bond Trustee shall not have any obligation to distribute any other information to the Bondholders or others than explicitly stated in this Bond Agreement. The Issuer shall ensure that a copy of this Bond Agreement is available to the general public until all the Bonds have been fully discharged.

18.4.2 The Bond Trustee shall, in order to carry out its functions and obligations under this Bond Agreement, have access to the Securities Depository for the purposes of reviewing ownership of the Bonds registered in the Securities Depository.

18.5 Amendments

All amendments of this Bond Agreement shall be made in writing, and shall unless otherwise provided for by this Bond Agreement, only be made with the approval of all parties hereto.

18.6 Notices, contact information

18.6.1 Written notices, warnings, summons etc. to the Bondholders made by the Bond Trustee shall be sent via the Securities Depository with a copy to the Issuer and the Exchange. Information to the Bondholders may also be published at Stamdata only. Any such notice or communication shall be deemed to be given or made as follows:

(a) if by letter via the Securities Depository, when sent from the Securities Depository; and

(b) if by publication on Stamdata, when publicly available.

18.6.2 The Issuer's written notifications to the Bondholders shall be sent via the Bond Trustee, alternatively through the Securities Depository with a copy to the Bond Trustee and the Exchange.

18.6.3 Unless otherwise specifically provided, all notices or other communications under or in connection with this Bond Agreement between the Bond Trustee and the Issuer shall be

given or made in writing, by letter, e-mail or fax. Any such notice or communication shall be deemed to be given or made as follows:

if by letter, when delivered at the address of the relevant Party;

if by e-mail, when received; and

if by fax, when received.

18.6.4 The Issuer and the Bond Trustee shall ensure that the other party is kept informed of changes in postal address, e-mail address, telephone and fax numbers and contact persons.

18.6.5 When determining deadlines set out in this Bond Agreement, the following shall apply (unless otherwise stated):

(a) If the deadline is set out in days, the first day when the deadline is in force shall not be inclusive, however, the meeting day or the occurrence the deadline relates to, shall be included.

(b) If the deadline is set out in weeks, months or years, the deadline shall 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 shall be the last day of such month.

(c) If a deadline ends on a day which is not a Business Day, the deadline is postponed to the next Business Date.

18.7 Dispute resolution and legal venue

18.7.1 This Bond Agreement and all disputes arising out of, or in connection with this Bond Agreement between the Bond Trustee, the Bondholders and the Issuer, shall be governed by Norwegian law.

18.7.2 All disputes arising out of, or in connection with this Bond Agreement between the Bond Trustee, the Bondholders and the Issuer, shall, subject to Clause 18.7.3 below, be exclusively resolved by the courts of Norway, with the District Court of Oslo as sole legal venue.

18.7.3 Clause 18.7.2 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.



This Bond Agreement has been executed in two originals, of which the Issuer and the Bond Trustee retain one each.

Issuer

Bond Trustee



By: *Herve Wanku*
Position: *CEO & Chairman*

By:
Position:

This Bond Agreement has been executed in two originals, of which the Issuer and the Bond Trustee retain one each.

Issuer

Bond Trustee



.....
By:

Position:

.....
By:

Vivian Trøsch

Position:

Attorney-at-Law

**SCHEDULE 1
COMPLIANCE CERTIFICATE**

Nordic Trustee ASA
P.O. Box 1470 Vika
N-0116 Oslo
Norway

Fax: + 47 22 87 94 10
E-mail: mail@nordictrustee.com

[date]

Dear Sirs,

BOA OCV AS BOND AGREEMENT 2014/2019 - ISIN 001 0720790

We refer to the Bond Agreement for the abovementioned Bond Issue made between Nordic Trustee ASA as Bond Trustee on behalf of the Bondholders, and the undersigned as Issuer under which a Compliance Certificate shall be issued. This letter constitutes the Compliance Certificate for the period [PERIOD].

Capitalised terms used herein shall have the same meaning as in this Bond Agreement.

With reference to Clause 13.2.2 we hereby certify that:

1. all information contained herein is true and accurate and there has been no change which would have a Material Adverse Effect on the financial condition of the Issuer since the date of the last accounts or the last Compliance Certificate submitted to you.
2. the covenants set out in Clause 13 are satisfied; *and*
3. all relevant Security is established in accordance with this Bond Agreement.

Copies of our latest consolidated [Financial Statements] / [Interim Accounts] are enclosed.

Yours faithfully,

Boa OCV AS

Name of authorized person

Enclosure: [copy of any written documentation]

SCHEDULE 2
RELEASE NOTICE - ESCROW ACCOUNT

Nordic Trustee ASA
P.O. Box 1470 Vika
N-0116 Oslo
Norway

Fax: + 47 22 87 94 10
E-mail: mail@nordictrustee.com

[date]

Dear Sirs,

BOA OCV AS BOND AGREEMENT 2014/2019 - ISIN 001 0720790

We refer to the Bond Agreement for the abovementioned Bond Issue made between Nordic Trustee ASA as Bond Trustee on behalf of the Bondholders, and the undersigned as Issuer.

Capitalised terms used herein as defined in this Bond Agreement.

We hereby give you notice that we on [date] wish to draw an amount of [currency and amount] from the Escrow Account applied pursuant to the purpose set out in the Bond Agreement, and request you to instruct the bank to release the above mentioned amount.

We hereby represent and warrant that (i) no event which constitutes an Event of Default has occurred or is likely to occur, (ii) we repeat the representations and warranties set out in the Bond Agreement as being still true and accurate at the time hereof, and (iii) the resolutions of the Board of Directors dated 17 July 2017 and provided to the Bond Trustee on 17 July 2017 remain in full force and effect.

Yours faithfully,

Boa OCV AS

Name of authorized person

Enclosure: [copy of any written documentation evidencing the use of funds]



SCHEDULE 3

Part I Conditions Precedent - Pre-Issue

1. the Bond Agreement, duly executed by all parties thereto;
2. the Pre-Issue Security, duly executed and perfected (including relevant acknowledgements from the Account Bank and the Securities Depository);
3. certified copies of (a) the Certificate of Registration for the Issuer, evidencing that it is validly registered and existing and (b) the Articles of Association of the Issuer;
4. certified copies of all necessary corporate resolutions of the Issuer to issue the Bonds and execute the Finance Documents;
5. a power of attorney from the Issuer to relevant individuals for their execution of the relevant Finance Documents, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute the Finance Documents on behalf of the Issuer;
6. the Issuer's latest Financial Statements and Interim Accounts;
7. confirmation from the Managers that the requirements set out in Chapter 7 of the Norwegian Securities Trading Act (implementing the EU prospectus directive (2003/71 EC) concerning prospectuses have been fulfilled;
8. confirmation from the Issuer that the representation and warranties set out in the Bond Agreement remain true and accurate, and no (potential) Event of Default has or is likely to occur as a result of the issuance of the Bonds and the Temporary Bonds;
9. to the extent necessary, any public authorisations required for the Bond Issue;
10. confirmation that the Bonds and the Temporary Bonds have been registered in the Securities Depository;
11. the Bond Trustee fee agreement set out in Clause 14.2, duly executed;
12. copies of any written documentation used in the marketing of the Bonds or made public by the Issuer or the Manager in connection with the Bond Issue; and
13. any statements or legal opinions reasonably required by the Bond Trustee (including any capacity corporate opinions for the Issuer and opinions related to the validity, perfection and enforceability of the Finance Documents).

Part II
Conditions Precedent - Pre-Disbursement

1. confirmation in writing from the Issuer that the corporate resolutions referred to in item (iii) in "Conditions Precedent Pre-Issue" remain in full force and effect;
2. certified copies of (a) the Certificate of Registration for the Parent, evidencing that it is validly registered and existing and (b) the Articles of Association of the Parent;
3. certified copies of all necessary corporate resolutions of the Parent to execute the relevant Finance Documents;
4. a power of attorney from the Parent to relevant individuals for their execution of the relevant Finance Documents, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute the Finance Documents on behalf of the Parent;
5. the Security Documents (except for the Pre-Issue Security) duly executed by the parties thereto and perfected (or satisfactory evidence that the Security Documents will be executed and perfected in connection with (and latest simultaneously with) the release of the funds from the Escrow Account, Bond Bank Account and the Bond Escrow Account);
6. a copy of the Subordination Agreement, duly executed by the parties thereto;
7. any other relevant Finance Documents (unless delivered on or prior to the Issue Date) being in acceptable form and duly executed by the parties thereto;
8. satisfactory documentation evidencing that the Accounts (except for the Escrow Account, Bond Bank Account and the Bond Escrow Account) have been opened;
9. satisfactory evidence that the redemption and discharge of the Roll-Over Bonds on the Bond Escrow Account is being carried out on disbursement;
10. a copy of a duly signed unconditional and irrevocable call notice for the prepayment of the Existing Bonds, such prepayment to take place no later than upon the first disbursement from the Escrow Account;
11. satisfactory documentation evidencing that the amount to be released will be applied in accordance with the Purpose of the Bond Issue and that all existing debt of the Issuer (including the Existing Bonds) has been or will be prepaid and all securities and/or guarantees thereunder have been or will be released;
12. a duly executed release notice, in the form set out in Schedule 2 to the Bond Agreement, from the Issuer;
13. copies of updated class maintenance certificates for the Vessels showing that the Vessels are in class and without class conditions and overdue recommendations;
14. satisfactory evidence by way of an insurance report that all insurances in respect of the Vessels having been taken out;



15. copies of all Charters;
16. a copy of the Management Agreement;
17. if entered into, a copy of the Subordinated Loan Agreement, duly executed by the parties thereto;
18. a copy of the Internal Loan Agreement, duly executed by the parties thereto; and
19. any legal opinions reasonably required by the Bond Trustee (including any capacity corporate opinions for the Issuer and the Parent and opinions related to the validity, perfection and enforceability of the Finance Documents).



SCHEDULE 4
INTERNAL LOAN EVENT OF DEFAULT

1. Non-payment

The Parent fails to fulfil any payment obligation due under the Internal Loan Agreement when due, unless, in the opinion of the Bond Trustee, it is likely that such payment will be made in full within five (5) Business Days following the original due date.

2. Breach of other obligations - Parent Cost Buffer

The Parent utilises any part of the Parent Cost Buffer in breach of any provisions pursuant to the Bond Agreement or any other Finance Documents, unless, in the opinion of the Bond Trustee, such failure is capable of being remedied and is remedied within ten Business Days after notice thereof is given to the Parent by the Bond Trustee.

3. Cross default

If for the Parent:

- (a) any Financial Indebtedness is not paid when due nor within any originally applicable grace period;
- (b) 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);
- (c) any commitment for any Financial Indebtedness is cancelled or suspended by a creditor as a result of an event of default (however described); or
- (d) 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).

4. Insolvency

- (a) The Parent is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- (b) The value of the assets of the Parent, is less than its liabilities (taking into account contingent and prospective liabilities).

5. Insolvency proceedings and dissolution

If for the Parent, any corporate action, legal proceedings or other procedure step 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 solvent liquidation or reorganization;
- (b) a composition, compromise, assignment or arrangement with any creditor, having an adverse effect on the Issuer's ability to perform its payment obligations hereunder;

- (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;
- (d) its dissolution; or
- (e) or any analogous procedure or step is taken in any jurisdiction.

This section 5 shall not apply to any winding up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement.

6. Creditors' process

The Parent has a substantial proportion of the assets impounded, confiscated, attached or subject to distraint, or is subject to enforcement of any Security over any of its assets.

7. Impossibility or illegality

It is or becomes impossible or unlawful for the Parent to fulfil or perform any of the terms of the Internal Loan Agreement.

SCHEDULE 5
FORM OF COVENANT AGREEMENT

[Draft circulated separately]



SCHEDULE 6
FORM OF TBK UNDERTAKING

THIS UNDERTAKING (the “**Undertaking**”) is given on 17 July 2017 by:

- (1) **Taubåtkompaniet AS**, a company existing under the laws of Norway with registration number 989 023 268 (“**TBK**”); in favour of
- (2) **Nordic Trustee ASA** (a company existing under the laws of Norway with registration number 963 342 624) as bond trustee (the “**Bond Trustee**”).

WHEREAS:

- (A) Boa OCV AS (the “**Issuer**”) has resolved to issue a series of Bonds in the maximum amount of NOK 1,200,000,000 (of which NOK 1,000,000,000 is outstanding at the date of this Undertaking) and the Bond Issue is regulated by a bond agreement originally dated 6 October 2014 (amended and restated on or about the date of this Undertaking pursuant to an amendment and restatement agreement, the “**Amendment Agreement**”) with ISIN NO 001 0720790 (the “**Bond Agreement**”) made between the Issuer and the Bond Trustee (on behalf of the Bondholders).
- (B) TBK has agreed to provide this Undertaking in favour of the Bond Trustee in order to make certain undertakings to the Bond Trustee (on behalf of the Bondholders) as required under the Amendment Agreement.
- (C) TBK has received and reviewed a copy of the Bond Agreement and the Amendment Agreement.
- (D) This Agreement constitutes a Finance Document under the Bond Agreement.

Undertaking:

1. Definitions: Unless explicitly defined herein, all capitalized terms used shall have the meaning assigned to them in the Bond Agreement.
2. Undertakings: TBK hereby undertakes in favour of the Bond Trustee that:
 - (a) it has initiated and will continue to use its best effort to liquidate all its assets (including its Subsidiaries, but excl. the Parent Group) in an orderly manner and with the purpose of maximizing any sales proceeds in connection with any such realizations;
 - (b) it shall provide quarterly updates to the Bond Trustee (for publication on www.newsweb.no and Stamdata) in connection with the quarterly reporting from the Parent on the TBK Assets Realization (such update may, at TBK’s and the Parent’s discretion, be included in the quarterly reports from the Parent); and
 - (c) any net proceeds from the TBK Assets Realization shall be distributed to the Issuer, Boa SBL, the Parent Unsecured Bondholders and the Parent Subordinated Bondholders in accordance with Clause 13.4.11 of the Bond Agreement. The TBK Assets Realization (ex. realisation of bonds under the “FRN Boa Offshore AS Senior Unsecured Bond Issue 2013/2018”, ISIN NO0010699077, held by Boa Eiendom AS) shall

be completed as soon as possible and no later than within 2 years from the Amendment Agreement Effective Date.

3. Governing law and jurisdiction: This Undertaking and all disputes arising out of, or in connection with this Undertaking shall be governed by Norwegian law. All disputes arising out of, or in connection with this Undertaking between the Bond Trustee and TBK, shall be exclusively resolved by the courts of Norway, with the District Court of Oslo as sole legal venue.

TBK:
Taubåtkompaniet AS

The Bond Trustee:
Nordic Trustee ASA

By: _____
Name:
Title:

By: _____
Name:
Title:

