

**SHARE ISSUANCE FORM**  
(this “Form”)

Date: \_\_\_\_\_

**TO:**  
**Whalsay Energy Holdings Limited (the “Issuer”)**  
**Clifton House, 75 Fort Street**  
**PO Box 1350, Grand Cayman**  
**KY1 1108, Cayman Islands**  
**c/o [xcite@akingump.com](mailto:xcite@akingump.com)**

**\*To be received by the Issuer by sending via electronic mail to [xcite@akingump.com](mailto:xcite@akingump.com)  
on or before 1.00 p.m. Oslo time on 29 June 2017 (the “Deadline”)\***

**FROM:**

\_\_\_\_\_  
*(Name of Bondholder)*

Terms used but not defined in this Form shall, unless otherwise stated, have the meanings given to them in the summons dated 26 June 2017 (the “**Summons**”). The term “**Newco Share**” shall bear the same meaning as the definition of “Share” in the articles of association of the Issuer to be adopted by the Issuer on or around the Deadline (the “**Articles**”).

FOR GUIDANCE ON THE PURPOSE OF THIS FORM, PLEASE REFER TO PART 3.2 OF THE SUMMONS.

**FAILURE BY A BONDHOLDER TO VALIDLY COMPLETE, EXECUTE AND SUBMIT THIS FORM TO THE ABOVE EMAIL ADDRESS IN ACCORDANCE WITH THE INSTRUCTIONS SET OUT IN THIS FORM PRIOR TO THE DEADLINE WILL RESULT IN SUCH BONDHOLDER NOT BEING ISSUED WITH NEWCO SHARES ON THE DATE OF COMPLETION OF THE RESTRUCTURING (THE “RESTRUCTURING COMPLETION DATE”).**

## ACTIONS REQUIRED

In order to elect to receive its pro rata portion of Newco Shares, and for it to be issued such Newco Shares on the Restructuring Completion Date, a Bondholder must:

- **Elect** to receive its pro rata portion of Newco Shares, being the number of Newco Shares calculated using the formula set out in paragraph 1.
- **Give** by signing this Form the confirmations, representations, acknowledgments and agreements set out in paragraph 3 below.
- **Provide** (i) details required by the Issuer pursuant to paragraph 2 and Annexure 1 (*Shareholder and Share Issuance Information*) below and (ii) proof of the principal amount of Bonds held as at 26 June 2017 (the “**Record Date**”).
- **Submit** this Form by the Deadline (being 1.00 p.m. Oslo time on 29 June 2017) to the Issuer care of the email address set out above.

A Bondholder may submit this Form once only in respect of its entire holding of the Bonds.

The confirmations, representations, acknowledgements and agreements given in paragraph 3 below are provided to the Issuer.

### 1. ELECTION TO RECEIVE NEWCO SHARES

1.1 Please tick this box to elect to receive Newco Shares:

☐ We elect to receive Newco Shares under the Restructuring.

1.2 We understand that our entitlement to the Newco Shares will be calculated by reference to the principal amount of Bonds we hold as at the Record Date using the following formula:

$$A = \frac{x}{y}(z)$$

where:

$A$  is the number of Newco Shares that we will be entitled to;

$x$  is the principal amount of Bonds that we hold as at the Record Date;

$y$  is 145,738,614, being the total principal amount of Bonds as at the Record Date;  
and

$z$  is 1,000,000, being the total number of Newco Shares that will be issued to the Bondholders pursuant to the Restructuring.

Accordingly, we will be entitled to \_\_\_\_\_ Newco Shares.

EACH BONDHOLDER WHICH ELECTS TO RECEIVE NEWCO SHARES MUST INSERT THE AMOUNT OF NEWCO SHARES TO WHICH IT IS ENTITLED (AS CALCULATED USING THE SPECIFIED FORMULA) IN THE SPACE ABOVE. FAILURE TO DO SO CONSTITUTES A FAILURE TO VALIDLY COMPLETE THIS FORM AND YOU WILL BE DEEMED TO HAVE ELECTED NOT TO RECEIVE NEWCO SHARES ON THE RESTRUCTURING COMPLETION DATE.

## **2. SHAREHOLDER DETAILS**

BONDHOLDERS MUST PROVIDE ALL DETAILS IN THE FORM SET OUT AT ANNEXURE 1, IN ORDER TO BE ISSUED NEWCO SHARES ON THE RESTRUCTURING COMPLETION DATE. NEWCO SHARES WILL BE ISSUED IN CERTIFICATED FORM.

IF ON THE RESTRUCTURING COMPLETION DATE, A TRANSFER OF THE ISSUED NEWCO SHARES TO A BONDHOLDER FAILS DUE TO INCOMPLETE OR INSUFFICIENT DETAILS PROVIDED IN THE FORM AS REQUIRED BY ANNEXURE 1, THE ISSUED NEWCO SHARES FOR SUCH BONDHOLDER WILL ON THE RESTRUCTURING COMPLETION DATE BE DELIVERED TO ESTERA TRUST (CAYMAN) LIMITED (“**ESTERA**”) TO BE HELD ON TRUST FOR SUCH BONDHOLDER. THE ISSUER SHALL NOTIFY THE RELEVANT BONDHOLDER THEREOF ON THE RESTRUCTURING COMPLETION DATE.

THE RELEVANT BONDHOLDER SHALL BE REQUIRED TO PROVIDE THE ISSUER WITH COMPLETE AND SUFFICIENT DETAILS AS SOON AS PRACTICALLY POSSIBLE AFTER THE RESTRUCTURING COMPLETION DATE IN ORDER FOR THE ISSUED NEWCO SHARES HELD BY ESTERA TO BE TRANSFERRED TO THE RELEVANT BONDHOLDER.

## **3. GENERAL CONFIRMATIONS**

By signing this Form, each of the Bondholders hereby confirms, represents, acknowledges and agrees in respect of itself and of each other person or account (if any) for which it is acting, that:

- (a) it has read and understood this Form in its entirety and acknowledges that its election to receive Newco Shares will be governed by the terms of this Form and the Articles;
- (b) it has relied on its own investigation with respect to the Newco Shares and in connection with its decision to subscribe for the Newco Shares; further, each Bondholder severally further represents that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risk of its investment in the Newco Shares. Each Bondholder acknowledges that an investment in Newco Shares involves a high degree of risk, and represents that it is able, without materially impairing its financial condition, to hold the Newco Shares for an indefinite period of time and to suffer a complete loss of its investment;

- (c) prior to the issuance of any Newco Shares, it will supply such evidence of its holding of Outstanding Bonds as the Issuer may require;
- (d) it has not conducted any trading or transfers in relation to the Bonds since the Record Date and that the principal amount of Bonds that it holds as at the Record Date will remain the same as at 30 June 2017;
- (e) it is entitled to elect to receive the Newco Shares under the laws and regulations of all relevant jurisdictions which apply to it;
- (f) it is a person whose ordinary activities involve it in acquiring, holding, managing and disposing of investments (as principal or agent) for the purposes of its business and who has professional experience in matters relating to investments and is (i) if in a member state of the European Economic Area (“**EEA**”), a qualified investor as defined in Article 2.1(e) of Directive 2003/71/EC as amended, including by the 2010 Prospectus Directive Amending Directive (Directive 2010/73/EU) and to the extent implemented in the relevant member state (the “**Prospectus Directive**”); (ii) if in the United Kingdom, a qualified investor and (A) falls within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the “**Order**”), or (B) is a person who falls within Article 49(2)(a) to (d) of the Order; or (iii) is otherwise a person to whom the Newco Shares may lawfully be offered under applicable laws and regulations;
- (g) it has not offered or sold and will not offer or sell any Newco Shares to persons in the United Kingdom in connection with the issuance of Newco Shares to it, except to "qualified investors" as defined in Article 2.1(e) of the Prospectus Directive;
- (h) it has not communicated or caused to be communicated and will not communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (“**FSMA**”)) relating to the Newco Shares, other than in circumstances in which it is permitted to do so pursuant to section 21 of FSMA;
- (i) it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Newco Shares in, from or otherwise involving the United Kingdom;
- (j) due to anti-money laundering and the countering of terrorist financing requirements, the Issuer may require proof of its identity and related parties before its election to receive Newco Shares can be processed and that, in the event of delay or failure by it to produce any information required for verification purposes, the Issuer may refuse to accept its election to receive Newco Shares;
- (k) it acknowledges that neither this Form nor any other communication in connection with its election to receive Newco Shares constitutes an invitation, offer or promotion;

- (l) (i) it is either (A) an institutional “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”)) or a “qualified institutional buyer” (“**QIB**”) within the meaning of Rule 144A under the U.S. Securities Act (“**Rule 144A**”) or (B) located outside the United States (within the meaning of Regulation S under the U.S. Securities Act), and (ii) it is electing to receive the Newco Shares for its own account or for one or more separate accounts maintained by it or for the account of one or more pension or trust funds and not with a view to the distribution thereof, *provided* that the disposition of its or their property shall at all times be within its or their control;
- (m) it understands that the Newco Shares have not been and will not be registered under the U.S. Securities Act, or under the securities laws of any state of the United States, and may not be offered, sold, resold, pledged or otherwise transferred except pursuant to an effective registration statement under the U.S. Securities Act or pursuant to an exemption from, or in a transaction not subject to, registration under the U.S. Securities Act; it further understands that that the Issuer does not intend to and is not required to register the Newco Shares under the U.S. Securities Act or to qualify the Newco Shares for sale under the securities laws of any state of the United States;
- (n) it understands that the Newco Shares, when issued to holders who are located in the United States at the time of issue, are “restricted securities” (as defined by Rule 144(a)(3) under the U.S. Securities Act), and it agrees that, for so long as they are “restricted securities”, the Newco Shares may not be deposited into any unrestricted depositary facility established or maintained by any depositary bank;
- (o) it will not offer, resell, pledge or otherwise transfer any Newco Shares except (A)(i) to the Issuer, (ii) for so long as the securities are eligible for resale pursuant to Rule 144A under the U.S. Securities Act, to a person who the seller and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or for the account or benefit of a QIB in a transaction meeting the requirements of Rule 144A (if available), (iii) outside the United States in an offshore transaction in compliance with Rule 903 or Rule 904, as applicable, of Regulation S under the U.S. Securities Act, (iv) pursuant to any other available exemption from registration under the U.S. Securities Act, or (v) pursuant to an effective registration statement under the U.S. Securities Act and (B) in accordance with all applicable securities laws of any state of the United States or other jurisdiction. No representation can be made as to the availability of the exemption from registration provided by Rule 144A for re-sales of the Newco Shares. Each Bondholder agrees that it will notify any purchaser from it of the Newco Shares of the resale restrictions referred to herein;
- (p) it understands that any certificates representing the Newco Shares will bear legends in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND THESE SHARES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) TO THE ISSUER, (2) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”) TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A (A “QIB”) PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QIBS, (3) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, OR (4) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, AND IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION, AND THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER FROM IT OF THE SHARES IN RESPECT HEREOF OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.”

- (q) the undersigned person(s) have been duly authorised to execute this Form on behalf of it;
- (r) all confirmations, representations, acknowledgements and agreements given by it shall be binding upon its successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives;
- (s) it irrevocably appoints any director of the Issuer as its agent and attorney for the purposes of executing and delivering to the Issuer and/or the Issuer’s registers any documents on its behalf necessary to enable it to be registered as the holder of any of the Newco Shares agreed to be taken up by it pursuant to this Form;
- (t) to the extent that it fails to comply with any of its obligations under Article 8.4.5 or Article 39.1.5 of the Articles (as applicable), it irrevocably appoints any director of the Issuer as its agent and attorney to execute and deliver to the Issuer and/or the Issuer’s registers any documents, and to do all other things and take any other action, in each case as may be necessary or desirable to give effect to the provisions of Article 8.4.5 or Article 39.1.5 (as applicable);
- (u) if at any time any provision of this Form, or any transfer of Newco Shares effected in connection with it, shall be held to be illegal, void, invalid or unenforceable in whole or in part under any enactment or rule of law in any jurisdiction, then such provision (i) shall to the extent that it is illegal, void, invalid or unenforceable be given no effect and shall be deemed not to be included in this Form; and (ii) shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Form or any other

transfer of Newco Shares, or the legality, validity or enforceability under the law of any other jurisdiction of such provision or any other provision of this Form;

- (v) this Form shall be governed by, and construed in accordance with, the laws of England and Wales and it hereby agrees that the Courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of this Form, and, for such purposes, it irrevocably submits to the jurisdiction of the Courts of England and Wales; and
- (w) the confirmations, representations, acknowledgements and agreements given in this Form are given at the time of the execution of this Form and are irrevocable. The Issuer, Whalsay Energy Limited and persons acting on their behalf in connection with the Restructuring will rely on the truth and accuracy of the confirmations, representations, acknowledgements and agreements set out in this Form.

We hereby agree to the terms of this Form and confirm that by signing this Form, we give each of the confirmations, representations, acknowledgements and agreements set out in paragraph 3 (as applicable).

**Signed and delivered as a deed by:**

.....  
Authorised signatory on behalf of:

\_\_\_\_\_  
*(Name of Bondholder)*

in the presence of:

Witness signature

Witness name

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Annexure 1**  
**Shareholder and Share Issuance Information**

<i>Legal name of entity to receive Newco Shares (being the Bondholder):</i>	
<i>Full address:</i>	
<i>Company registration number and registration authority, where relevant:</i>	
<i>Country of incorporation, where relevant:</i>	
<i>Contact person, telephone and e-mail:</i>	

**Please complete and sign this Form (including Annexure 1) and submit it, together with proof of the principal amount of Bonds held as at 26 June 2017, to [xcite@akingump.com](mailto:xcite@akingump.com).**