

**BOND AGREEMENT**

between

Sea Trucks International Limited  
(Issuer)

and

Sea Trucks Group Limited (in liquidation)  
(Parent)

and

Nordic Trustee ASA  
(Bond Trustee)

on behalf of

the Bondholders

in the bond issue

Sea Trucks International Limited Callable Liquidity Bond Issue 2017/2018

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This agreement has been entered into on 23 June 2017 between:

- (1) **Sea Trucks International Limited** (a company existing under the laws of Guernsey with registration number 40460) as issuer (the “**Issuer**”);
- (2) **Sea Trucks Group Limited** (in liquidation) (a company existing under the laws of the British Virgin Islands with registration number 1588282) (the “**Parent**”) and for the purpose only of providing the undertakings set out in Clause 13 (*Covenants*) acting by its joint liquidators, licensed insolvency practitioners, Chad Griffin of FTI Consulting LLP, 200 Aldersgate Street, London, EC1A 4HD and Ian Morton of FTI Consulting (BVI) Limited, Palm Grove House, 4th Floor, Wickham's Cay I, Road Town, Tortola VG1110 as agents and without personal liability (together, the “**Liquidators**”);
- (3) **Nordic Trustee ASA** (previously Norsk Tillitsmann ASA) (a company existing under the laws of Norway with registration number 963 342 624) as bond trustee (the “**Bond Trustee**”); and
- (4) **The Liquidators** in their respective capacities as joint liquidators of the Parent (solely for the purposes of acquiring the benefit of Clause 18.7 and any other provision of this Agreement in their favour).

## 1. INTERPRETATION

### 1.1 Definitions

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

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

“**Assignment of Claims Agreement**” means the agreement dated on or about the date of this Bond Agreement between the Issuer, the Bond Trustee and NT Services AS, where the Issuer grants a first priority security interest in and pledges to the Bond Trustee all rights, title and interest in and to its claims against NT Services AS for (i) the proceeds of the Bond Issue and (ii) under the Escrow Account Agreement.

“**Attachment**” means the attachments to this Bond Agreement.

“**Bond Agreement**” means this bond agreement, including any Attachments to it, and as amended from time to time.

“**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.

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

“**Bonds**” means the debt instruments issued by the Issuer pursuant to this Bond Agreement.

“**Business Day**” means any day on which commercial banks are open for general business, and can settle foreign currency transactions in Oslo, New York, Guernsey and the Netherlands.

“**Business Day Convention**” means that no adjustment will be made, notwithstanding that the period end date occurs on a day that is not a Business Day, and if such date is not a Business Day, payments will be made on the first following day that is a Business Day.

**“Call Option”** shall have the meaning set out in Clause 10.2 (*Call Options*).

**“Cash Flow Forecast”** means a forecast of the Group’s cash flow covering (a) on a weekly basis, the first 13 weeks after the date of delivery, and (b) on a monthly basis, the three months following such initial 13 week period.

**“Compliance Certificate”** shall have the meaning set out in Clause 13.2.2.

**“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 Pledge”** shall have the meaning given to it in Clause 18.2 (*Defeasance*).

**“Designated Shipowning Subsidiaries”** means certain Shipowning Subsidiaries as identified in Schedule 5 (*The Vessels*).

**“DP3 Vessel”** means any of the Jascon 25, the Jascon 28, the Jascon 30, the Jascon 31 and the Jascon 34.

**“Earnings Account”** means an account in the name of a guarantor of the Existing Bonds, pledged in favour of the Existing Security Agent under the Existing Bond Agreement.

**“Escrow Account”** has the meaning given to that term in the Escrow Account Agreement.

**“Escrow Account Agreement”** means the escrow agreement dated 19 June 2017 between the Issuer, the Bond Trustee and NT Services AS.

**“Event of Default”** means the occurrence of an event or circumstance specified in Clause 15.1 (*Events of Default*).

**“Excess Cash”** means, in respect of each Interest Payment Date, any amount of USD 1,000,000 or more by which (after deduction of any cash standing to the balance of the Escrow Account, all Fixed Rate interest payments, principal and other cash amounts payable pursuant to this Bond Agreement as at such Interest Payment Date) the Group’s Liquidity, on the date that is seven Business Days before any such Interest Payment Date, is calculated and determined to exceed USD 30,000,000, as reasonably determined by the Issuer in good faith.

**“Exchange”** means (i) a securities exchange or other reputable regulated market, or (ii) Oslo Alternative Bond Market, on which the Bonds are listed, or where the Issuer has applied for listing of the Bonds.

**“Excluded Circumstances”** means:

- (a) the Parent’s default in paying any and all amounts due and payable by it under and in connection with the Existing Bonds and, furthermore, any other event or circumstance falling within the scope of Clause 15.1(d) (Cross default) in relation to the actual or

contingent Financial Indebtedness incurred or owing by any Group Company under and in connection with the Existing Bond Agreement;

- (b) the Parent's inability to pay its debts as they fall due, the appointment of provisional liquidators to the Parent, the appointment of a liquidator of the Parent and furthermore, in respect of the Parent only, any other event falling within the scope of Clauses 15.1(f) (*Insolvency*) and 15.1(g) (*Insolvency proceedings and dissolution*);
- (c) the arrest process levied against the Jascon 30 by the Nigerian court on the application of West African Ventures Limited;
- (d) the seizure, appropriation or blocking of any bank account credit balance of any Group Company by the Existing Bond Trustee pursuant to the Security granted to it for the Parent's obligations under and in connection with the Existing Bonds;
- (e) the diversion of certain amounts payable by Mobil Producing Nigeria Unlimited to West African Ventures Limited which should have been paid into an Earnings Account in accordance with Clause 13.5(c);
- (f) any event falling within the scope of Clauses 15.1(f) (*Insolvency*), 15.1(g) (*Insolvency proceedings and dissolution*) or 15.1(h) (*Creditors' process*) to the extent only that it takes place in connection with the implementation of a Relevant Disposal which is made in accordance with Clause 13.5(d) (*Relevant Disposal*); or
- (g) any other event or circumstance which is or may constitute an event of default under the Existing Bond Agreement and which has been notified by the Parent to the Existing Bond Trustee, or by the Existing Bond Trustee to the Parent, on or before the date of this Bond Agreement.

**"Existing Bond Agreement"** means the bond agreement originally dated 25 March 2013, as amended and restated from time to time between the Parent as issuer and Nordic Trustee ASA as bond trustee relating to the USD 575,000,000 9 per cent Sea Trucks Group Limited Senior Secured Callable Bond Issue 2013/2018.

**"Existing Bond Trustee"** means Nordic Trustee ASA, in its capacity as trustee under the Existing Bond Agreement.

**"Existing Bonds"** means the Bonds issued under the Existing Bond Agreement.

**"Existing Security Agent"** means Nordic Trustee ASA, in its capacity as security agent and/or security trustee pursuant to clause 17.4 of the Existing Bond Agreement.

**"Face Value"** means the denomination of each of the Bonds, as set out in Clause 2.2 (*The Bonds*).

**"Finance Documents"** means (i) this Bond Agreement, (ii) the agreement between the Bond Trustee and the Issuer referred to in Clause 14.2 (*Fees and Expenses*), (iii) the Security Documents (including any notices, acknowledgements and other ancillary documentation relating thereto), (iv) the Intercreditor Agreement, (v) any other document executed in relation to the granting of any Security to the Bond Trustee under the Finance Documents, (vi) any other intercreditor agreement in relation to the Bonds, if applicable, (vii) any other subordination or turnover agreement in relation to the Bonds, if applicable, and (viii) any other document (whether creating a Security Interest or not) which is executed at any time by

the Issuer or any other person in relation to any amount payable under this Bond Agreement and which is agreed by the Issuer and the Bond Trustee to be a Finance Document.

**“Financial Indebtedness”** means any indebtedness incurred in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised 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); and
- (h) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (g) above.

**“Financial Support”** means any loans, guarantees or other financial assistance (including, but not limited to granting of security) granted by a Group Company.

**“Fixed Rate”** shall have the meaning set out in Clause 9.1.

**“Fixed Rate Day Count Fraction”** shall have the meaning set out in Clause 9.7.

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

**“Group”** means the Parent and its Subsidiaries, and a **“Group Company”** means the Parent and any of its Subsidiaries.

**“Guarantee”** means any unconditional and irrevocable on-demand guarantee securing the Issuer’s obligations under this Bond Agreement and any other Finance Document, including interest, costs and expenses.

**“Guarantor”** means any entity which provides a Guarantee from time to time.

**“Intercreditor Agreement”** means the intercreditor agreement entered into between the Bond Trustee, the Existing Bond Trustee, the Existing Security Agent, the Issuer and the Parent dated on or about the date of this Bond Agreement.

“**IFRS**” means International Financial Reporting Standards and refers to the international accounting standards within the meaning of IAS Regulation 1606/2002.

“**Instalments**” means the repayment instalments made in accordance with the provisions of Clause 10.1 below, and “**Instalment**” means any one of them.

“**Interest Payment Date**” means 23 March, June, September and December each year and the Maturity Date. Any adjustment will be made according to the Business Day Convention.

“**Interim Accounts**” means unaudited quarterly financial statements for the Group consolidated at the Parent, and management commentary thereon, for any quarter ending on a Quarter Date, drawn up according to IFRS and written in English.

“**ISIN**” means International Securities Identification Number - the identification number of the Bond Issue.

“**Issue Date**” means 23 June 2017.

“**Issuer’s Bonds**” mean 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.

“**Jascon 25**” means the vessel so named with hull number CPL 103 registered by the Gibraltar Registrar of Ships with Certificate Number R 01342.

“**Jascon 28**” means the vessel so named with hull number CPL 104 registered by the Gibraltar Registrar of Ships with Certificate Number GMA-COR-170308.

“**Jascon 30**” means the vessel so named with hull number CP 105 registered by the Gibraltar Registrar of Ships with Certificate Number R 01087.

“**Jascon 31**” means the vessel so named with hull number H013 registered by the Gibraltar Registrar of Ships with Certificate Number GMA-COR-160057.

“**Jascon 34**” means the vessel so named with hull number H027 registered by the Gibraltar Registrar of Ships with Certificate Number GMA-COR-150049.

“**Liquidity**” means the aggregate book value of the Group’s freely available and unrestricted cash and cash equivalents (including cash which is pledged, but not blocked and any amount standing to the balance of the Escrow Account).

“**Manager**” means the manager for the Bond Issue, being Arctic Securities ASA.

“**Mandatory Prepayment Event**” means the occurrence of any of the following events:

- (a) a Total Loss Event;
- (b) if any cash collateral which is currently deposited with Guaranty Trust Bank to cover Guaranty Trust Bank’s exposure under certain letters of credit issued at the request of Sea Trucks Australia Pty Ltd in relation to contracts for the deployment of certain DP3 Vessels is released to any Group Company; or
- (c) if any payments are received by any Group Company from Chevron Nigeria Limited or any of its affiliates under or in connection with the contract relating to the Sonam project.

**“Market Value”** means the fair market value of a Vessel in USD determined as the independent valuation of such Vessel, 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, obtained from an independent and well-reputed sale and purchase broker familiar with the market for such Vessel, appointed by the Issuer and approved by the Bond Trustee.

**“Material Adverse Effect”** means an event or circumstance which has a material adverse effect on: (a) the business, financial condition or operations of the Group (taken as a whole); (b) the Parent’s, the Issuer’s or any Guarantor’s (if any Guarantee has been given at that time) ability to perform and comply with its obligations under any of the Finance Documents; or (c) the validity or enforceability of any of the Finance Documents.

**“Maturity Date”** means 23 June 2018 or such earlier date on which all amounts outstanding under this Bond Agreement has been paid in full. Any adjustment will be made according to the Business Day Convention.

**“Net Proceeds”** means, in relation to a Relevant Disposal for cash consideration, either the amount of such cash consideration less:

- (a) the costs incurred by the seller in connection with such Relevant Disposal;
- (b) in the case only of the Relevant Disposal of a vessel or shareholding that is not subject to any Security granted in favour of the Existing Bond Trustee and where the seller has not otherwise guaranteed the Existing Bonds, any amounts:
  - (i) due to all creditors of such seller (whether actual or contingent); and
  - (ii) the loan or distribution of which by such seller to distribute or lend either to the Issuer or another obligor in respect of the Existing Bonds:
    - (A) is not permitted under applicable law; or
    - (B) would result in the directors of such seller breaching their fiduciary or other duties to the seller,

or (as the case may be), such lower amount as is stipulated by the Liquidity Bond Trustee.

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

**“Obligor”** means the Issuer and any Guarantor.

**“Outstanding Bonds”** means the Bonds (including any Bonds issued for the payment in kind of PIK interest) not redeemed or otherwise discharged.

**“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 acts as its paying agent in the **Securities Registry** with respect to the Bonds, being DNB Bank ASA.

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

**“PIK Rate”** means a rate of:



- (i) five per cent (5%) per annum from and including the Issue Date to, but not including, the date that falls six months after the Issue Date;
- (ii) ten per cent (10%) per annum from and including the date that falls six months after the Issue Date to, but not including, the Maturity Date; and
- (iii) in the event that the Bonds are not redeemed in full on the Maturity Date, the PIK Rate shall increase by a further five per cent (5%) per annum on the Maturity Date and on a half-yearly basis thereafter until such time as the Bonds have been redeemed in full.

**“Purpose”** shall have the meaning set out in Clause 2.3 (*Purpose and utilisation*).

**“Permitted Financial Indebtedness”** means the following:

- (a) Financial Indebtedness outstanding under the Existing Bond Agreement as at the date of this Agreement;
- (b) Financial Indebtedness under or in connection with performance bond/guarantee/letter of credit facilities up to a maximum aggregate amount of USD 50,000,000 to be entered into by any Group Company with financial institutions;
- (c) any loans from the Parent to another member of the Group which were granted prior to the date of this Agreement;
- (d) any loans from a member of the Group (other than the Parent) to another member of the Group which were granted at any time prior to 13 January 2017 and of which the Issuer is not aware;
- (e) any loans from a member of the Group (other than the Issuer, the Parent, Sea Trucks Offshore Limited or West African Ventures (C.I.) Ltd) to another member of the Group which were either granted at any time after 13 January 2017 and/or of which the Issuer is aware, provided that (i) the aggregate of such loans which are not secured in favour of the Existing Bond Trustee as security for the Existing Bonds pursuant to, and in accordance with the time limits prescribed in, paragraph (f) below does not exceed USD 15,000,000 and (ii) in the case of any loan granted to the Parent after the date of this Agreement, it is made for the sole purpose of allowing the Parent to discharge the costs and expenses of its liquidation;
- (f) any loans granted by a member of the Group to another member of the Group which are assigned as security in favour of the Existing Bond Trustee as security for the Existing Bonds within 10 Business Days of the later of the granting of such loan and the date of this Agreement; and
- (g) any loans granted by a member of the Group to a person who was a member of the Group at the time the relevant loan was made but who ceased being a member of the Group as a result of a Relevant Disposal made in accordance with Clause 13.5(d) to a person who is not a Third Party and which are assigned in favour of the Existing Bond Trustee as security for the Existing Bonds;
- (h) any trade credit incurred by any Group Company in the ordinary course of business with a maturity not exceeding 120 days; and
- (i) any refinancing, amendments or replacements of paragraph (b) above.

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

**“Relevant Disposal”** means when the Parent, the Issuer or a Subsidiary sells, transfers, assigns, or otherwise disposes of, or in any way ceases to exercise direct or indirect control over (i) any of the Vessels or any other vessel owned by the Group; or (ii) the shares in any Subsidiary, or in either case agree to do the same, whether by one transaction or separate transactions and whether at any one time or over a period of time, to any person.

**“Relevant Expenses”** shall have the meaning set out in Clause 6.1.1.

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

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

**“Security and Covenant Defeasance”** shall have the meaning given to it in Clause 18.2 (*Defeasance*).

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

**“Security Interests”** means the Assignment of Claims Agreement and any Guarantees.

**“Shipowning Subsidiaries”** means the ship owning subsidiaries as listed in Schedule 5 (*The Vessels*) (each a **“Shipowning Subsidiary”**), all being 100% owned directly or indirectly by the Parent.

**“Stamdata”** means the web site [www.stamdata.no](http://www.stamdata.no), maintained by the Bond Trustee.

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

**“Third Party”** means any person other than (i) any member of the Group, (ii) the Existing Bond Trustee, or (iv) any entity owned by or on behalf of or for the benefit of the Existing Bondholders generally.

**“Total Loss Event”** means an actual or constructive total loss of a Vessel.

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

**“USD”** means US Dollars, being the legal currency of the United States of America.

**“Vessels”** means the vessels listed in Schedule 5 (*The Vessels*).

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

**“Voting Period”** shall have the meaning set out in Clause 16.5.4(b).

**“Written Resolution”** means the written or electronic procedure for decision making among Bondholders in accordance with Clause 16.5 (*Written Resolution*).

## 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 unless otherwise stated herein;
- (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 (*The community of Bondholders*).

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

2.2.1 The Issuer has resolved to issue a series of Bonds in the maximum amount of USD 27,437,452 (U.S. Dollar twenty seven million four hundred and thirty seven thousand four hundred and fifty two dollars).

2.2.2 The Face Value is USD 1 each (USD one).

2.2.3 The Bonds shall rank pari passu between themselves.

2.2.4 The Bond Issue will be described as “Sea Trucks International Limited Callable Liquidity Bond Issue 2017/2018”.

2.2.5 The ISIN of the Bond Issue will be NO NO0010798077.

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

### 2.3 Purpose and utilisation

2.3.1 Subject to Clause 6.2 (*Conditions Precedent for disbursement of funds from the Escrow Account*), the proceeds from the Bond Issue (net of any unpaid fees, costs and expenses of the Manager, the Security Agent, the Paying Agent, the Bond Trustee and the Existing Bond

Trustee (including, without limitation, any unpaid fees, costs and expenses incurred by the legal and financial advisers to the Bond Trustee and/or the Existing Bond Trustee) and any other agreed costs and expenses incurred and invoiced to the Parent or the Issuer prior to the date of this Bond Agreement)) shall be employed for the payment of general and administrative costs of the Group (including, without limitation, any capital expenditure permitted under this Bond Agreement) from time to time (the “Purpose”).

### 3. LISTING

- 3.1 The Issuer is under no obligation to list the Bonds on a regulated market or on Oslo Børs ASA’s Alternative Bond Market (“ABM”), but shall have the right to list the Bonds if it so desires.
- 3.2 If the Bonds are listed, 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 or elsewhere other than in Norway under the Securities Depository Act (Act 2002/64).

### 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 utilise its rights (including, but not limited to, voting rights) under this Bond Agreement.

### 6. CONDITIONS PRECEDENT

#### 6.1 Conditions Precedent to the Issue Date

- 6.1.1 Disbursement to the Escrow Account of the proceeds of the Bonds (net of any unpaid fees, costs and expenses of the Manager, the Security Agent, the Paying Agent, the Bond Trustee and the Existing Bond Trustee (including, without limitation, any unpaid fees, costs and expenses incurred by the legal and financial advisers to the Bond Trustee and/or the Existing Bond Trustee) (the “Relevant Expenses”) will be subject to:
- (a) the Bond Trustee having received the documents in Schedule 3 (*Conditions precedent to the Issue Date*), in form and substance reasonably satisfactory to it on or prior to the Issue Date; and

- (b) the Bond Trustee's written notice to the Issuer, the Manager and the Paying Agent that the documents in Schedule 3 (*Conditions precedent to the Issue Date*) have been received by it and that the required conditions precedent are fulfilled (or otherwise waived in accordance with the provisions of Clause 6.1.3 below).
- 6.1.2 On the Issue Date, subject to receipt of confirmation from the Bond Trustee pursuant to Clause 6.1.1(b), the Manager shall transfer the net proceeds from the Bond Issue to the Escrow Account.
- 6.1.3 The Bond Trustee may, in its reasonable opinion, waive the deadline or requirements for documentation as set out in Clause 6.1.1.
- 6.2 **Conditions Precedent for first disbursement of funds from the Escrow Account**
- 6.2.1 The first disbursement of funds from the Escrow Account will comprise the proceeds of subscription for Bonds with a face value of USD 10,000,000 (net of any Relevant Expenses) and will be subject to:
  - (a) the Bond Trustee confirming to the Issuer that it has received the documents listed in Schedule 4 (*Conditions precedent Pre-Disbursement*), in form and substance satisfactory to it, on or prior to the time of disbursement; and
  - (b) no Event of Default being outstanding at the time.
- 6.2.2 The Bond Trustee may, in its reasonable opinion, waive the deadline or requirements for documentation as set out in Clause 6.2.1.
- 6.3 **Conditions Precedent for subsequent disbursement of funds from the Escrow Account**
- 6.3.1 Any disbursement to the Escrow Account of the proceeds of the Bonds subsequent to the first disbursement referred to in Clause 6.2.1 above will be net of any Relevant Expenses) and will be subject to no Event of Default being outstanding at the time.
- 6.3.2 The Bond Trustee may, in its reasonable opinion, waive the deadline or requirements for documentation as set out in Clause 6.3.1.

## 7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Issuer represents and warrants (and shall ensure that each Guarantor (if any Guarantee has been given at that time) represents and warrants in the Guarantees) to the Bond Trustee that:

- (a) *Status*

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

- (b) *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.

- (c) *Valid, binding and enforceable obligations*

This Bond Agreement and each other Finance Document to which it or any Guarantor (if any Guarantee has been given at that time) 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.

*(d) Non-conflict with other obligations*

The entry into and performance by it of this Bond Agreement and any other Finance Document to which it or any Guarantor (if any Guarantee has been given at that time) is a party and the transactions contemplated thereby do not and will not conflict with (i) any present law or regulation or judicial or official order; (ii) its constitutional documents; or, (iii) any agreement or instrument which is binding upon it, any Guarantor (if any Guarantee has been given at that time) or any of its assets (other than, for the avoidance of doubt, the Existing Bond Agreement and any guarantee and security documents granted by the Issuer or any other Group Company for the Parent's obligations under and in connection with the Existing Bonds).

*(e) No Event of Default*

- (i) 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.
- (ii) Other than in relation to matters which constitute Excluded Circumstances, 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 any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which has or is likely to have a Material Adverse Effect.

*(f) Authorisations and consents*

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

- (i) to enable it and any Guarantor (if any Guarantee has been given at that time) 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
- (ii) to carry on its and any Guarantor's (if any Guarantee has been given at that time) business as presently conducted and as contemplated by this Bond Agreement,

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

*(g) Litigation*

- (i) Save as provided in paragraph (ii) below, no litigation, arbitration or administrative proceedings or investigations of or before any court, arbitral body or agency which, if adversely determined, is reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.

- (ii) For the purposes of subparagraph (i) the following proceedings shall be disregarded or excluded: (1) the arbitration proceedings commenced against Consolidated Projects Limited by Kwong Soon Engineering Co Pte Ltd, (2) the proceedings commenced against Beaufort Global Limited by West African Ventures Limited (and the associated arrest of the Jascon 30), (3) the appointment of joint provisional liquidators or full liquidators to the Parent and (4) the insurance proceedings regarding the total loss of the Jascon 4.

*(h) Financial Statements*

The 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.

*(i) 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.

*(j) 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.

*(k) Pari passu ranking*

The Issuer's 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 (*Status of the Bonds and Security*).

*(l) Security*

No Security exists over any of the present assets of any Group Company 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 each drawdown date from the Escrow Account.

**8. STATUS OF THE BONDS AND SECURITY**

- 8.1 The Bonds shall constitute senior debt liabilities of the Issuer. The Bonds shall rank at least pari passu with all other obligations of the Issuer and the Guarantors (if any Guarantee has been given at that time) (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. The Bonds shall rank ahead of any subordinated capital.
- 8.2 The Bonds, including accrued interest, costs and expenses, shall be secured by the Security Interests.
- 8.3 If required by any Group customer under any employment contract involving a Vessel or any of such customer's creditors, the Bond Trustee (on behalf of the Bondholders) shall, to ensure the undisturbed use of the Vessel(s) enter into a Quiet Enjoyment Letter in respect of the

Vessel(s) containing, without limitation, the covenant set out below, or such other wording with in principle the same purpose and content as the Bond Trustee shall agree.

*"The Bond Trustee may not interrupt the quiet use, possession and enjoyment of the [Vessel] by the [customer] as long as no [Owner Termination Event] (as such term is defined in the [employment contract]) is continuing and except as required by any applicable law binding on the Bond Trustee."*

**9. INTEREST**

- 9.1 The Issuer shall pay interest on the par value of the Outstanding Bonds from, and including, the Issue Date at a fixed rate of nine per cent. (9%) per annum (the **"Fixed Rate"**).
- 9.2 The Fixed Rate interest payments shall be payable in cash and made in arrears on each Interest Payment Date, the first Interest Payment Date being 23 September 2017.
- 9.3 The Issuer shall also pay interest on the par value of the Outstanding Bonds from, and including, the Issue Date at the PIK Rate.
- 9.4 The PIK Rate interest payments shall be payable in kind and made in arrears on each Interest Payment Date, the first Interest Payment Date being 23 September 2017, by the issue of additional Bonds by the Issuer to the Bondholders on a pro rata basis, equivalent in amount to the interest which has accrued at the PIK Rate since the last Interest Payment Date (or, in the case of interest accrued to the first Interest Payment Date, since the Issue Date).
- 9.5 The relevant Fixed Rate or PIK Rate interest payable amount shall be calculated based on a period from, and including, one Interest Payment Date to, but excluding, the next following applicable Interest Payment Date (or, in the case of interest accrued to the first Interest Payment Date, since the Issue Date).
- 9.6 For the avoidance of doubt, the issue of additional Bonds in payment of interest accrued at the PIK Rate shall be taken into account for the purposes of calculating both the amount of Outstanding Bonds and the amount of interest accrued at the Fixed Rate and PIK Rate that is payable on the Outstanding Bonds on each remaining Interest Payment Date.
- 9.7 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)).
- 9.8 The payable interest amount per Bond for a relevant calculation period shall be calculated as follows:

$$\text{Interest Rate Amount} = \text{Face Value} \times \text{As applicable, the Fixed Rate or PIK Rate} \times \text{Fixed Day Count Fraction}$$



## 10. MATURITY OF THE BONDS AND REDEMPTION

### 10.1 Maturity and Instalments

10.1.1 the Bonds shall be repaid by the Issuer at one hundred and five per cent (105%) par value in Instalments as follows:

- (a) On the date falling six months after the Issue Date, the Issuer shall redeem 50.00% of the Outstanding Bonds at that time;
- (b) On each Interest Payment Date, the Issuer shall apply the Excess Cash (if any) calculated by reference to that Interest Payment Date in redemption of the Outstanding Bonds; and
- (c) The Issuer will redeem all remaining Outstanding Bonds on the Maturity Date.

10.1.2 Payments of Instalments must be carried out *pro rata* in accordance with the procedures of the Securities Depository.

10.1.3 The Issuer shall, at the time of any redemption made in accordance with Clause 10.1.1, pay all interest which has accrued on the Bonds being redeemed at the Fixed Rate and which is unpaid together with all interest which has accrued on the Bonds being redeemed at the PIK Rate and has not been paid in kind.

### 10.2 Call Options

10.2.1 Notwithstanding the terms of Clause 10.1, the Issuer may redeem the Bond Issue in whole or in part whether by one transaction or separate transactions and whether at any one time or over a period of time (“**Call Option**”) at any time from and including the Issue Date to the Maturity Date at a price equal to 105% of par value (plus all interest which has accrued on the Bonds being redeemed at the Fixed Rate and which is unpaid together with all interest which has accrued on the Bonds being redeemed at the PIK Rate and has not been paid in kind).

10.2.2 Exercise of a Call Option shall be notified by the Issuer in writing to the Bond Trustee at least ten Business Days prior to the settlement date of such Call Option.

10.2.3 Partial redemption shall be carried out *pro rata* (in accordance with the procedures of the Securities Depository).

10.2.4 On the settlement date of a Call Option, the Issuer shall pay to each of the Bondholders holding Bonds to be redeemed, in respect of each such Bond, the principal amount of such Bond (including any premium as stated above) and any interest which has accrued on the Bonds being redeemed at the Fixed Rate and which is unpaid as at the settlement date and any interest which has accrued on the Bonds being redeemed at the PIK Rate and has not been paid in kind on or before the settlement date.

10.2.5 Bonds redeemed by the Issuer in accordance with this Clause 10.2 (*Call Options*) shall be discharged against the Outstanding Bonds and immediately cancelled.

### 10.3 **Mandatory Prepayment**

10.3.1 Upon a Mandatory Prepayment Event occurring, the Issuer shall not later than 30 days following receipt of the net proceeds pursuant to the relevant Mandatory Prepayment Event, apply all of such net proceeds in full or partial redemption of the Outstanding Bonds at a redemption price equal to 105% of par value (plus all interest which has accrued on the Bonds being redeemed at the Fixed Rate and which is unpaid together with all interest which has accrued on the Bonds being redeemed at the PIK Rate and has not been paid in kind).

## 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 on such Payment Date.

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 (*Currency*).

11.2.3 In case of irregular payments, the Bond Trustee may instruct the Issuer or Bondholders 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 (*Currency*), 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, a Bondholder has not given instructions as set out in Clause 11.3.1 above 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, and shall ensure that no Group Company shall, 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 Payment Date, the unpaid amount shall bear interest from the Payment Date at an interest rate equivalent to (but, for the avoidance of doubt, not in addition to) the interest rate according to Clause 9 plus five per cent. (5.00%) per annum.

11.5.2 The interest charged under this Clause 11.5 (*Interest in the event of late payment*) 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(a), 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 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 (together with all interest accrued on such principal amount which is due at the PIK Rate and has not been paid in kind), *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 Each of the Parent and 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 (*Covenants*).

#### 13.2 **Information Covenants**

13.2.1 Each of the Parent and 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 it reasonably understands or ought

reasonably to understand may lead to an Event of Default and any other event which may have a Material Adverse Effect;

- (b) without being requested to do so, inform the Bond Trustee in writing if it agrees to sell or dispose of all or a substantial part of its assets or operations, or change the nature of its business;
- (c) in the case of the Issuer only, and without being requested to do so, prepare Interim Accounts and make them available to the Bond Trustee and Bondholders 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;
- (d) in the case of the Issuer only, and without being requested to do so, and unless the Bond Trustee notifies the Issuer otherwise, provide the Bond Trustee and its financial advisers with a copy of its Cash Flow Forecast by 17.00 (London time) each Wednesday;
- (e) on a best effort basis, arrange quarterly telephone conference calls with the Bondholders;
- (f) in the case of the Issuer only, at the request of the Bond Trustee, report the balance of the Issuer's Bonds;
- (g) at the request of the Bond Trustee, on one occasion in 2018 and at any time following the occurrence of an Event of Default, provide a valuation for the purposes of determining the Market Value of each Vessel, the cost of any such valuation being for the account of the Issuer;
- (h) in the case of the Issuer only, 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;
- (i) in the case of the Issuer only, 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;
- (j) in the case of the Issuer only, 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;
- (k) in the case of the Issuer only, without being requested to do so, inform the Bond Trustee of changes in the registration of the Bonds in the Securities Depository; and
- (l) in the case of the Issuer only, 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 and the Parent shall in connection with delivery of the Issuer's Interim Accounts under Clause 13.2.1(c), confirm to the Bond Trustee in writing the Issuer's and the Parent's compliance with the covenants in this Clause 13 (*Covenants*), 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 (*Compliance Certificate*) hereto, signed by the Chief Executive Officer or Chief Financial Officer of the Issuer and on behalf of the Parent (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 or

the Parent (as the case may be) has taken and will take in order to rectify the non-compliance.

### 13.3 **General Covenants**

#### *(a) Pari passu ranking*

The Issuer and Parent shall ensure that their obligations and the obligations of any other Obligor 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.

#### *(b) Mergers*

The Issuer and the Parent shall not, and shall ensure that no other Group Company shall, carry out any merger or other business combination or corporate reorganisation involving a consolidation of the assets and obligations of the Issuer, the Parent or any of the Subsidiaries with any other companies or entities if such transaction would have a Material Adverse Effect.

#### *(c) Arm's length transactions*

The Issuer and the Parent shall not, and shall ensure that no other Group Company shall, engage in, either directly or indirectly, any transaction (including without limitation, employment, the purchase, sale or exchange of assets or the rendering of any service), other than (i) in the ordinary course of business and pursuant to the reasonable requirement of the Issuer, the Parent or such Group Company's business and upon fair and reasonable terms that are no less favourable to the Issuer or such Group Company, as the case may be, than those which might be obtained on arm's length terms and for fair market value at the time, or (ii) any Relevant Disposal to a person who is not a Third Party which is made in accordance with Clause 13.5(d) (*Relevant Disposal*).

#### *(d) Corporate status*

The Issuer and the Parent shall not, and shall ensure that no other Group Company shall, change its type of organisation or jurisdiction of incorporation.

#### *(e) Compliance with laws*

The Issuer and the Parent shall, and shall ensure that all other Group Companies shall, carry on its business in accordance with acknowledged, careful and sound practices in all material aspects and comply in all material respects with all laws and regulations it or they may be subject to from time to time.

#### *(f) Financial Support restrictions*

The Issuer and the Parent shall not, and shall ensure that no other Group Company shall, grant any Financial Support to or for the benefit of any third party or other Group Companies other than:

- (i) guarantees granted by any Group Company, with the exception of any Guarantor (if any) or Designated Shipowning Subsidiary, to another Group Company;
- (ii) Financial Support in relation to this Bond Issue and for the Existing Bonds;
- (iii) Financial Support in connection with other Permitted Financial Indebtedness, however excluding any Financial Support from any Designated Shipowning

Subsidiaries and any Guarantors (if any Guarantee has been given at that time) (save that the Guarantors shall be permitted to provide unsecured guarantees and, if required, assignments of insurances and/or earnings in respect of vessels belonging to Group Companies but which do not fall within the definition of Vessels in respect of any Permitted Financial Indebtedness); and

- (iv) Financial Support in the ordinary course of business in relation to the operation of (A) the Vessels and (B) its banking arrangements.

#### 13.4 **Special covenants**

##### *(a) Negative pledge*

The Issuer and the Parent shall not, and shall ensure that no other Group Company shall, create, permit to subsist or allow to exist any mortgage, pledge, lien or any other encumbrance over any of its present or future respective assets or its revenues or deposit cash collateral, other than:

- (i) the encumbrances granted to secure this Bond Issue;
- (ii) the encumbrances granted to secure the Existing Bonds;
- (iii) encumbrances over present or future assets or revenues granted prior to the date of this Agreement, and/or cash collateral deposited prior to the date of this Agreement, in each case to secure any performance bonding/guarantee facilities referred to in paragraph (b) of the definition of Permitted Financial Indebtedness;
- (iv) a mortgage granted over the Jascon 55 to secure the obligations of West African Ventures Limited to First Nigeria Bank (all of which are now discharged) provided that no further Financial Indebtedness or obligations may be secured under such mortgage and provided further that the Issuer shall use its reasonable efforts to procure that such mortgage is released and deregistered as soon as possible after the date of this Agreement;
- (v) any lien arising by operation of law; and
- (vi) any lien, netting or set-off arrangement entered into by a Group Company in the ordinary course of its banking arrangements.

Notwithstanding the aforementioned, the Issuer and the Parent shall not, and shall ensure that no other Group Company shall, create, permit to subsist or allow to exist any mortgage, pledge, lien or any other encumbrance over any of its present or future assets or its revenues that are subject to the Security Interests, or the Security which secures the Existing Bonds, other than:

- (i) encumbrances granted to secure this Bond Issue;
- (ii) encumbrances granted to secure the Existing Bonds;
- (iii) any lien arising by operation of law; and
- (iv) any lien, netting or set-off arrangement in effect as at the date of this Agreement which was entered into by a Group Company in the ordinary course of its banking arrangements.

*(b) Financial Indebtedness restrictions*

The Issuer and the Parent shall not, and shall ensure that no other Group Company shall, incur, create or permit to subsist any Financial Indebtedness (including guarantees) other than:

- (i) Financial Indebtedness arising under this Bond Issue; and
- (ii) Permitted Financial Indebtedness.

*(c) Dividend restrictions*

The Issuer and the Parent shall not, and shall ensure that no other Group Company shall, declare or make any dividend payment, repurchase of shares or make other distributions or payments to its shareholders (including servicing of shareholder loans), whether in cash or in kind, including without limitation any total return swaps or instruments with similar effect during the lifetime of the Bonds.

*(d) Capex restrictions*

The Issuer and the Parent undertake not to carry out, and shall ensure that no Group Company shall carry out, any investments or capital expenditure, save for:

- (i) reasonable capital expenditure related to dry-docking and maintenance as required for the operations of the Group's vessels and to preserve their class and flag status; and
- (ii) an additional allowance for capital expenditure, up to an amount equal to USD 2,500,000 in any twelve month period, on construction equipment, office facilities, maintenance and material upgrades to the Group's vessels and provided further that capital expenditure incurred by a Group Company in relation to a specific project, which expenditure is charged to or reimbursable by the contract counterparty in respect of that project, shall not count towards this annual basket.

**13.5 Covenants regarding the Guarantors**

*(a) Pari passu ranking*

The Issuer and the Parent shall ensure that the obligations of each Guarantor (if any Guarantee has been given at that time) under any Finance Document to which it is a party shall at all times rank at least pari passu with all other obligations of the Guarantor (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.

*(b) Corporate status*

The Issuer and the Parent shall ensure that no Guarantor (if any Guarantee has been given at that time) shall change its type of organisation or its jurisdiction of incorporation.

*(c) The accounts*

The Issuer and the Parent shall procure that it and / or the Guarantors (if any Guarantee has been given at that time) maintain the Earnings Accounts with first class international banks

(with minimum "A" credit rating from S&P or Moody's). The Issuer and the Parent shall ensure that all earnings receivable in US Dollars related to the Vessels shall be paid:

- (i) directly from the relevant contracting party to the relevant Earnings Accounts; or
- (ii) if the contract counterparty with whom a Vessel is employed requires that earnings are paid into some other account, first into that other account and, from there, the amount representing the earnings shall be promptly swept or transferred in full to an Earnings Account.

(d) *Relevant Disposal*

The Issuer and the Parent shall not, and shall ensure that no Subsidiary (including, but not limited to, a Shipowning Subsidiary) shall, effect any Relevant Disposal unless:

- (i) such Relevant Disposal is made to a Third Party on arm's length terms and for fair market value for cash consideration where the Net Proceeds are paid to the Bond Trustee or (as the case may be) the Existing Bond Trustee for turnover to the Bond Trustee for application in accordance with the terms of clause 7 (*Application of Proceeds*) of the Intercreditor Agreement;
- (ii) such Relevant Disposal is made to a person who is not a Third Party for cash consideration where the Net Proceeds are (A) paid to the Bond Trustee or (as the case may be) the Existing Bond Trustee for turnover to the Bond Trustee for application in accordance with the terms of clause 7 (*Application of Proceeds*) of the Intercreditor Agreement, and (B) in an amount sufficient to discharge in full the amounts referred to in paragraph (b) of clause 7 (*Application of Proceeds*) of the Intercreditor Agreement (after taking into account any amounts referred to in paragraph (a) of clause 7 (*Application of Proceeds*) of the Intercreditor Agreement); or
- (iii) such Relevant Disposal is made to a person who is not a Third Party for either:
  - (A) non-cash consideration; or
  - (B) for cash consideration where the Net Proceeds are paid to the Bond Trustee or (as the case may be) the Existing Bond Trustee for turnover to the Bond Trustee for application in accordance with the terms of clause 7 (*Application of Proceeds*) of the Intercreditor Agreement but are not in an amount sufficient to discharge in full the amounts referred to in paragraph (b) of clause 7 (*Application of Proceeds*) of the Intercreditor Agreement (after taking into account any amounts referred to in paragraph (a) of clause 7 (*Application of Proceeds*) of the Intercreditor Agreement),

and, in either case, upon completion of such Relevant Disposal:

- (1) the purchaser guarantees, or becomes a co-borrower in respect of, the Bonds;
- (2) the Existing Bonds continue to be postponed and subordinated to the Bonds pursuant to either the Intercreditor Agreement or a replacement intercreditor agreement between the Bond Trustee and Existing Bond Trustee on terms which are no less favourable to the Bondholders and the Bond Trustee than the Intercreditor Agreement;



- (3) no Security for the Existing Bonds or Financial Support for the Existing Bonds is released in connection with the Relevant Disposal unless equivalent replacement Security or Financial Support is granted over the assets which are the subject of the Relevant Disposal to secure either (I) the Bonds, (II) the Existing Bonds, subject always to paragraph (B) above, or (III) other Financial Indebtedness of the purchaser, subject always to paragraph (D) below; and
- (4) any other Financial Indebtedness of the purchaser is postponed and subordinated to the Bonds and subject to an intercreditor arrangement in favour of the Bond Trustee on terms which are no less favourable to the Bondholders and the Bond Trustee than the Intercreditor Agreement.

### 13.6 Financial covenants

The Issuer and the Parent undertake to comply with the below financial covenant at all times, such compliance to be measured on each Quarter Date and certified by the Issuer and the Parent with set of Interim Accounts made available to the Bond Trustee not later than 60 days after the end of the relevant interim period. All Financial Covenants shall be calculated on a consolidated basis for the Group during the lifetime of the Bonds.

#### (a) Liquidity

The Parent shall ensure that the Group maintains a Liquidity of minimum USD 6,000,000 up to and including the Maturity Date.

### 13.7 Vessel covenants

#### (a) Insurances

The Issuer and the Parent shall procure that reasonable and satisfactory insurances are maintained in respect of the Vessels and all relevant equipment related thereto at all times. During operation of the Vessels, the Issuer and the Parent shall ensure proper maintenance of the Vessels according to planned maintenance system. Each Vessel shall also be adequately insured against Hull & Machinery risks (including war risk) at least to the Market Value of the Vessel and in aggregate, the Vessels shall be insured against Hull & Machinery risks (including war risk) to at least 120% of the outstanding amount under the Finance Documents, and a third party liability insurance as per industry standards, as well as mortgagee interest insurance (in respect of the Vessels owned by the Designated Shipowning Subsidiaries only) and any additional insurance required under any law or any contract. The insurances and loss payee clause shall be in accordance with a relevant marine insurance plan or other insurances with no less favourable terms.

#### (b) Title

The Issuer and the Parent shall ensure that the Shipowning Subsidiaries will hold full legal title to and own the entire beneficial interest in the Vessels, free of any and all encumbrances except for those expressly permitted under this Bond Agreement, and there shall be no sale of the Vessels or sale of the shares in the Designated Shipowning Subsidiaries without, if required under Clause 10.3 (*Mandatory Prepayment*), partial redemption of the Bond Issue.

#### (c) Maintenance of class

The Issuer and the Parent shall ensure that the Vessels maintain their class (other than the Jascon 30), flag (subject to Clause 13.7.2) and name, and that they remain registered in Gibraltar, Nigeria or St. Vincent and The Grenadines (or other ship registry reasonable satisfactory to the Bond Trustee).

*(d) Condition*

The Issuer and the Parent shall ensure that the Vessels are kept in a good and safe condition and repair consistent with prudent ownership and industry standards.

*(e) Operations in accordance with laws etc.*

The Issuer and the Parent shall at all times ensure that the Vessels are operated in accordance with any laws, regulations, administrative decisions and/or other public authorities as applicable from time to time and jurisdiction to jurisdiction.

13.7.2 The Shipowning Subsidiaries shall be entitled to bareboat charter each Vessel to a charterer and that charterer shall be entitled to bareboat register the Vessel in a local ship register in order for the Vessel to fly local flag, provided that:

- (a) (i) the charterer is a Group Company; or (ii) the charterer is a reputable third party operator and the relevant Vessel is not a DP3 Vessel; or (iii) such bareboat charter is in effect as at the date of this Agreement; and
- (b) the laws of the relevant jurisdiction recognises the rights of the Existing Bond Trustee as mortgagee of the Vessel in respect of the parallel registration of the Vessel and enforcement of the mortgage.

13.8 The covenants in this Clause 13 (*Covenants*) shall remain in force from the date of this Bond Agreement and until such time that no amounts are outstanding under this Bond Agreement and any other Finance Document, unless the Bond Trustee (on behalf of the Bondholders) has agreed to waive any covenant and then only to the extent of such waiver, and on the terms and conditions set forth in such waiver.

**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 any Obligor 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 Security.

- 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 (save that no default may be declared, and the Bonds will not be deemed to be in default, solely by reason of the occurrence or continued existence of any Excluded Circumstances):

*(a) 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 (5) Business Days following the original due date.

*(b) Failure to deliver Cash Flow Forecast*

Any Obligor or the Parent does not comply with Clause 13.2.1(d), unless, in the opinion of the Bond Trustee, such failure is capable of being remedied and is remedied within two (2) Business Days after notice thereof is given to the Issuer by the Bond Trustee.

*(c) Breach of other obligations*

Any Obligor or the Parent does not comply with any other 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 (10) Business Days after notice thereof is given to the Issuer by the Bond Trustee.

*(d) Cross default*

If for any Group Company:

- (i) any Financial Indebtedness is not paid when due nor within any originally applicable grace period;
- (ii) any Financial Indebtedness is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described);
- (iii) any commitment for any Financial Indebtedness is cancelled or suspended by a creditor as a result of an event of default (however described); or
- (iv) any creditor becomes entitled to declare any Financial Indebtedness due and payable prior to its specified maturity as a result of an event of default (however described),

provided always 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 USD 5 million, or the equivalent thereof in other currencies, shall apply.

*(e) 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 unless the underlying cause of such misrepresentation, warranty or statement is capable of remedy and is remedied within twenty Business Days after the Issuer becomes aware of the occurrence of the event or situation giving rise to such breach.

*(f) Insolvency*

- (i) A Group Company 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.
- (ii) A moratorium is declared by a competent court in respect of any indebtedness of any member of the Group.

*(g) Insolvency proceedings and dissolution*

If for any Group Company, any corporate action, legal proceedings or other procedure step is taken in relation to:

- (i) 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 reorganisation;
- (ii) a composition, compromise, assignment or arrangement with any creditor, having an adverse effect on the Issuer's ability to perform its payment obligations hereunder;

- (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer of any of its assets; or
- (iv) its dissolution other than as a part of a solvent reorganisation following a sale of a Vessel,

or any analogous procedure or step is taken in any jurisdiction.

This Clause 15.1(g) shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within ten Business Days of such event occurring.

*(h) Creditors' process*

Any Designated Shipowning Subsidiary has a substantial proportion of its assets impounded, confiscated, attached or subject to distraint, and such process is not stopped or lifted by the provision of security to such creditor within 14 days.

*(i) Impossibility or illegality*

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

*(j) 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.

- 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 cash pay and PIK 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, and the Bondholders' Meeting has been held and has not decided on other actions, 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 prices set out in Clause 10.2.

## **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 (*The Role and authority of the Bond Trustee*). 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;
- (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 notice of a Bondholders' Meeting shall be dispatched no later than five (5) Business Days prior to the date of the Bondholders' Meeting. The notice 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 notice shall also be sent to the Exchange for publication 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.
- 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 Bondholders' 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 at any voting.

### 16.3 Resolutions passed at Bondholders' Meetings

- 16.3.1 At the Bondholders' Meeting 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.

For this purpose, a Bondholder that has a Bond that is nominee registered shall be deemed as the Bondholder of such Bond (instead of the nominee) provided that the Bondholder presents relevant evidence stating that the relevant Bondholder is the Bondholder of the Bond and the amount of 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, at least half (1/2) of the Voting Bonds must be represented at the meeting, see however Clause 16.4 (*Repeated Bondholders' Meeting*). 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 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 represented at the Bondholders' Meeting is required for any waiver or amendment of any terms of this Bond Agreement or for any instruction to the Security Agent to enforce or release any of the Security Interests.
- 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 A valid resolution may be passed at a repeated Bondholders' meeting even though less than half (1/2) of the Voting Bonds are represented.

#### 16.5 Written Resolutions

- 16.5.1 Subject to the provisions in 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 a Written Resolution only, unless the Bond Trustee decides otherwise.
- 16.5.3 The summons for the Written Resolution shall be sent to the Bondholders through the Securities Depository and published at the Bond Trustee's website, or other relevant electronic platform or via press release.
- 16.5.4 The summons for a Written Resolution shall include:
- (a) instructions as to how to vote in relation 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 five (5) Business Days but not more than fifteen (15) Business Days from the date of the summons.
- 16.5.5 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, will be counted in the Written Resolution.



- 16.5.6 A Written Resolution is passed when the requisite majority set out in Clause 16.3.4 or Clause 16.3.5 (*Resolutions passed at Bondholders' Meetings*) or Clause 16.4.2 (*Repeated Bondholders' Meeting*) 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 not be passed if the sufficient number of negative votes is received prior to the expiry of the Voting Period.
- 16.5.7 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.
- 16.5.8 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 (*Resolutions passed at Bondholders' Meetings*) and Clause 16.4 (*Repeated Bondholders' Meeting*).

## **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 (*The role and authority of the Bond Trustee*) 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 Bonds*). The Bond Trustee is not liable for the content of information provided to the Bondholders on behalf of the Issuer.
- 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(b), 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 (*Bondholders' Meeting*). 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 (*Fees and Expenses*), 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 each Obligor and any other parties 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 the Issuer and may not themselves institute legal proceedings against the Issuer, 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 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 ("**Security and Covenant 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 (the "**Defeasance Pledge**") 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 redemption upon an exercise of a notified Call Option) or any other amount agreed between the Parties;
- (b) no Event of Default shall have occurred and be continuing on the date of establishment of the Defeasance Pledge, or insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time during any hardening period applicable to the Defeasance Pledge (or the relevant period for non-Norwegian companies) or any other date agreed between the Parties;
- (c) if the Bonds are secured, the Defeasance Pledge shall be considered as a replacement of the Security established prior to the Defeasance Pledge;
- (d) the Issuer shall have delivered to the Bond Trustee a certificate signed by its Chief Executive Officer that the Defeasance Pledge 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
- (e) the Issuer shall have delivered to the Bond Trustee any certificate or legal opinion reasonably required by the Bond Trustee regarding the Security and Covenant Defeasance or Defeasance Pledge, including any certificate or legal opinion on (i) the compliance of the conditions of the Security and Covenant Defeasance, (ii) that the Defeasance Pledge constitutes a valid, perfected and enforceable Security in favour of the Bond Trustee for the benefit of the Bondholders which will not be subject to any rights of creditors of each Obligor or any bankruptcy, insolvency, reorganisation or similar laws affecting creditors' rights generally under the laws of the jurisdiction where the Defeasance Pledge was established and the corporate domicile of the Issuer, (iii) any relevant tax issues concerning the Bondholders, (iv) any valuation of any assets or (v) any other certificate or opinion regarding the Security and Covenant Defeasance or the Defeasance Pledge.

18.2.2 Upon the exercise by the Issuer of its option under Clause 18.2.1:

- (a) the Issuer and the Parent shall be released from their obligations under all provisions in Clause 13 (*Covenants*), except Clauses 13.2.1(a), (e), (h), (i) and (j), or as otherwise agreed;
- (b) the Issuer and the Parent shall not (and shall ensure that no Group Company shall) take any actions that may cause the value of the Security created by this Security and Covenant Defeasance to be reduced, and shall at the request of the Bond Trustee execute, or cause to be executed, such further documentation and perform such other

acts as the Bond Trustee may reasonably require in order for the Security to remain valid, enforceable and perfected by the Bond Trustee for the account of the Bondholders;

- (c) any Guarantor(s) (if any Guarantee has been given at that time) shall be discharged from their obligations under the Guarantee(s), and the Guarantee(s) shall cease to have any legal effect, or as otherwise agreed;
- (d) any Security other than the Defeasance Pledge shall be discharged, and the Bond Trustee shall take all steps reasonably possible for it to cause such discharge to be effected, by way of deletion of the relevant Security Document from the relevant register, notice to third parties or as otherwise required, or as otherwise agreed; and
- (e) all other provisions of this Bond Agreement (except (a) - (c) 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 Pledge 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.

### 18.3 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, the Parent and any Obligor shall be given or made in writing, by letter, e-mail or fax to the address details set out below:

If to the Issuer/ any Obligor:

Sea Trucks International Limited  
1<sup>st</sup> and 2<sup>nd</sup> Floors Elizabeth House  
Les Ruettes Brayes St Peter Port  
Guernsey  
GY1 1EW  
Attn: Steve Assiter  
Fax: +971 6 526 02 25  
Email: investor-relations@seatrucksgroup.com

If to the Parent/ Liquidators:

c/- FTI Consulting LLP  
200 Aldersgate, Aldersgate Street  
London, United Kingdom  
EC1A 4HD  
Attn: Chad Griffin  
Fax: +44 20 3727 1007  
Email: chad.griffin@fticonsulting.com

Any such notice or communication shall be deemed to be given or made as follows:

- (a) if by letter, when delivered at the above address;
- (b) if by e-mail, when received; and
- (c) if by fax, when received.

If to the Bond Trustee:

Nordic Trustee ASA

Haakon VII gate 1

0161 OSLO

Norway

Attn: Fredrik Lundberg

Fax: + 47 22 87 94 10

Email: lundberg@trustee.no

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 Exclusion of liability

The Parties agree and acknowledge that the Liquidators act as agents for the Parent and neither they nor their representatives shall incur any personal liability in any circumstances whatsoever by virtue of this Agreement, nor in relation to any related matter or claim, nor in respect of actions taken by any other Party pursuant to this Agreement.

#### 18.8 Dispute resolution and legal venue

18.8.1 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.

18.8.2 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 18.8.3 below, be exclusively resolved by the courts of Norway, with the District Court of Oslo as sole legal venue.

18.8.3 Clause 18.8.2 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.

#### 18.9 Process Agent

The Issuer shall, prior to the Issue Date, nominate a process agent in Norway for the purpose of serving a writ of summons and/or any other act of process in respect of the courts in Norway, or any notices as set out in this Bond Agreement.

\*\*\*\*\*

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

**SIGNATORIES:**

**Issuer:**

**Bond Trustee:**

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

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

Name:

Name:

Title:

Title:

**Chad Griffin for and on behalf of himself and his joint liquidator, Ian Morton, for and on behalf of the Parent as agent and without personal liability:**

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

Name:

Title:

**Chad Griffin for and on behalf of himself and his joint liquidator, Ian Morton, without personal liability:**

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

Name:

Title:

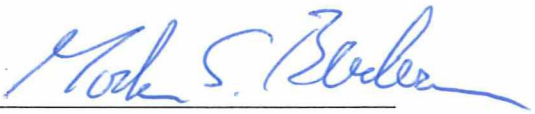


SIGNATORIES:

Issuer:

Bond Trustee:

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name:  
Title: Morten S. Bredesen

Chad Griffin for and on behalf of himself and his joint liquidator, Ian Morton, for and on behalf of the Parent as agent and without personal liability:

By: \_\_\_\_\_  
Name:  
Title:


Chad Griffin for and on behalf of himself and his joint liquidator, Ian Morton, without personal liability:

By: \_\_\_\_\_  
Name:  
Title:

**SIGNATORIES:**

**Issuer:**

**Bond Trustee:**

By:   
Name: DONALD FEATHERSTONE  
Title: DIRECTOR

By: \_\_\_\_\_  
Name:  
Title:

**Chad Griffin for and on behalf of himself and his joint liquidator, Ian Morton, for and on behalf of the Parent as agent and without personal liability:**

By: \_\_\_\_\_  
Name:  
Title:

**Chad Griffin for and on behalf of himself and his joint liquidator, Ian Morton, without personal liability:**

By: \_\_\_\_\_  
Name:  
Title:

**SIGNATORIES:**

**Issuer:**

**Bond Trustee:**

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

Name:


Title:

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

Name:

Title:

**Chad Griffin for and on behalf of himself and his joint liquidator, Ian Morton, for and on behalf of the Parent as agent and without personal liability:**

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

Name: CHAD GRIFFIN

Title: SENIOR MANAGING DIRECTOR

**Chad Griffin for and on behalf of himself and his joint liquidator, Ian Morton, without personal liability:**

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

Name: CHAD GRIFFIN

Title: SENIOR MANAGING DIRECTOR

**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@trustee.no

[date]

Dear Sirs,

**NX BOND AGREEMENT [•] - ISIN [•]**

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 defined 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 (*Covenants*) are satisfied.
3. Copies of our latest consolidated Interim Accounts are enclosed.

Yours faithfully,

NX

\_\_\_\_\_  
*Name of authorised person*

Enclosure: [copy of any written documentation]

**SCHEDULE 2**  
**RELEASE NOTICE - ESCROW ACCOUNT**

NT Services AS  
P.O. Box 1470 Vika  
N-0116 Oslo  
Norway

Fax: + 47 22 87 94 10  
E-mail: mail@trustee.no

With copy to:

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

Fax: + 47 22 87 94 10  
E-mail: mail@trustee.no

[date]

Dear Sirs,

**NX BOND AGREEMENT [•] - ISIN [•]**

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 shall have the same meaning 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, and (ii) we repeat the representations and warranties set out in the Bond Agreement as being still true and accurate at the time hereof.

Yours faithfully,

NX

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*Name of authorized person*

### SCHEDULE 3

#### CONDITIONS PRECEDENT TO THE ISSUE DATE

- (a) This Bond Agreement, duly executed by all parties thereto.
- (b) Confirmation from the Issuer that no potential or actual Event of Default exists.
- (c) The Bond Trustee fee agreement set out in Clause 14.2, duly executed.
- (d) In respect of the Issuer, certified copies of (i) the certificate of incorporation or other similar official document, evidencing that it is validly registered and existing, (ii) the articles of association (iii) the register of members / shareholders, (iv) the register of officers and (v) the certificate of good standing.
- (e) Certified copies of necessary board resolutions of the Issuer to execute the Bond Agreement, the Escrow Account Agreement and the Assignment of Claims Agreement to which they are a party.
- (f) Director's certificates from the Issuer attaching the documents in (e) and (f).
- (g) To the extent necessary, any public authorisation required for the Bond Issue.
- (h) The Assignment of Claims Agreement duly executed and perfected by all parties thereto.
- (i) The latest Interim Accounts (if any).
- (j) Confirmation from the Manager 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.
- (k) Confirmation from the Issuer that no Financial Indebtedness, security or guarantees exists in relation to the Group other than Permitted Financial Indebtedness and the Financial Support restrictions, as set out in Clause 13.3(f), and such items which shall be prepaid, repaid or cancelled pursuant to the purpose of the Bond Issue.
- (l) Confirmation letter from the Issuer's appointed Norwegian process agent with respect to the Bond Agreement and the Security Documents.
- (m) Confirmation letter from the Parent's appointed Norwegian process agent with respect to the Bond Agreement.
- (n) All legal opinions in respect of the Bond Agreement and the Security Documents having been received in form and substance satisfactory to the Bond Trustee.

## SCHEDULE 4

### CONDITIONS PRECEDENT PRE-DISBURSEMENT

- (a) In respect of the Issuer, certified copies of (i) the certificate of incorporation or other similar official document, evidencing that it is validly registered and existing, (ii) the articles of association (iii) the register of members / shareholders, (iv) the register of officers and (v) the certificate of good standing (unless delivered under Clause 6.1.1 above).
- (b) Certified copies of all necessary board resolutions from the Issuer, to execute the Security Documents and any other Finance Documents (unless delivered under Clause 6.1.1 above).
- (c) Director's certificates from the Issuer attaching the documents in (a) and (b) (to the extent not delivered prior to the Issue Date).
- (d) Confirmation from the Paying Agent that the Bonds have been registered in the Securities Depository.
- (e) 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.
- (f) The Security Documents (to the extent not already delivered pre-settlement) duly executed by all parties thereto and evidence of the establishment and perfection of the Security.
- (g) A duly executed release notice from the Issuer in the form set out in Schedule 2 (*Release Notice - Escrow Account*) confirming, inter alia, that no Event of Default has occurred, or is likely to occur.
- (h) Confirmation letter(s) from the Issuer, the Parent and each other Obligor's appointed process agent(s) of the relevant jurisdictions with respect to the relevant Finance Documents (to the extent not delivered prior to the Issue Date).
- (i) Any other documentation the Bond Trustee may reasonably require.

**SCHEDULE 5**  
**THE VESSELS**

Vessel Name	Vessel Type	Market Values conducted 18-Nov-15	Adjustment Factor	Adjusted Market Value (18-Nov-15)	Share of outstanding bonds	Repayment Amount	Shipowning Subsidiary	Designated Shipowning Subsidiary
Jascon 25	DP3	122,000,000	1.2	146,400,000	18.01%	82,130,963	Novalis Corporation	X
Jascon 28	DP3	92,500,000	1.2	111,000,000	13.65%	62,271,426	Nemo Enterprises Ltd	X
Jascon 30	DP3	106,250,000	1.2	127,500,000	15.68%	71,527,990	Beufort Global Ltd	X
Jascon 31	DP3	99,000,000	1.2	118,800,000	14.61%	66,647,256	Oval Shipping Ltd	X
Jascon 34	DP3	122,000,000	1.2	146,400,000	18.01%	82,130,963	Trafford Marine Ltd	X
Jascon 2	P/C B	14,000,000	1.0	14,000,000	1.72%	7,854,054	Farwood Int. S.A.Ltd	
Jascon 3	AHT	2,800,000	1.0	2,800,000	0.34%	1,570,811	Vatax Ltd	
Jascon 8	C/A B	17,500,000	1.0	17,500,000	2.15%	9,817,567	Blackwood Marine Ltd	
Jascon 9	Accom	5,450,000	1.0	5,450,000	0.67%	3,057,471	South Springs Investments Ltd	
Jascon 11	AHT	5,000,000	1.0	5,000,000	0.62%	2,805,019	Helmsford International Inc.	
Jascon 12	AHT	5,000,000	1.0	5,000,000	0.62%	2,805,019	Helmsford International Inc.	
Jascon 20	AHT	9,000,000	1.0	9,000,000	1.11%	5,049,035	Piedmont Overseas Inc.	
Jascon 23	AHT	6,200,000	1.0	6,200,000	0.76%	3,478,224	Graceland Shipping Ltd	
Jascon 24	AHT	6,200,000	1.0	6,200,000	0.76%	3,478,224	Tivoli Marine Ltd	
Jascon 26	AHT	6,325,000	1.0	6,325,000	0.78%	3,548,349	Wharfdale Shipping Ltd	
Jascon 27	Accom	9,250,000	1.0	9,250,000	1.14%	5,189,286	Holystone Overseas Ltd	
Jascon 33	FTB	1,737,500	1.0	1,737,500	0.21%	974,744	Glowgold International Ltd	
Jascon 39	AHT	6,875,000	1.0	6,875,000	0.85%	3,856,901	Page Shipping Ltd	
Jascon 40	AHT	6,875,000	1.0	6,875,000	0.85%	3,856,901	Highwood Shipping Ltd	
Jascon 45	AHT	5,000,000	1.0	5,000,000	0.62%	2,805,019	Red Ocean Transport Ltd	
Walvis 1	AHT	687,500	1.0	687,500	0.08%	385,690	Rosewalk Enterprises Ltd	
Walvis 5	AHT	575,000	1.0	575,000	0.07%	322,577	Ottoman Inc.	
Jascon 60	CB	1,600,000	1.0	1,600,000	0.20%	897,606	JEM International Ltd	
Jascon 61	CB	1,600,000	1.0	1,600,000	0.20%	897,606	JEM International Ltd	
Jascon 51	FTB	762,500	1.0	762,500	0.09%	427,765	Red Admiral Ltd	
Jascon 52	Multi-Ca	4,937,500	1.0	4,937,500	0.61%	2,769,956	Egret Resources Ltd	
Jascon 53	Multi-Ca	4,937,500	1.0	4,937,500	0.61%	2,769,956	Auklet Resources Ltd	
Jascon 62	Crew	1,575,000	1.0	1,575,000	0.19%	883,581	Helconia Development Ltd	
Jascon 63	Crew	1,575,000	1.0	1,575,000	0.19%	883,581	Helconia Development Ltd	
Jascon 64	Crew	3,437,500	1.0	3,437,500	0.42%	1,928,451	Peony Logistics Limited	
Jascon 65	Crew	3,437,500	1.0	3,437,500	0.42%	1,928,451	Peony Logistics Limited	
Jascon 67	OSV	9,625,000	1.0	9,625,000	1.18%	5,399,662	Grevilleas Services Ltd	
Jascon 68	OSV	10,125,000	1.0	10,125,000	1.25%	5,680,164	Scabious Ltd	
Jascon 69	OSV	10,750,000	1.0	10,750,000	1.32%	6,030,791	Siena Overseas Limited	

704,587,500	812,937,500	100.00%	456,061,061
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