

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

**To the bondholders in:**

ISIN NO 0010846280 Hexagon Composites ASA FRN senior unsecured NOK  
1,500,000,000 bonds 2019/2023

Oslo, 8 October 2020

**NOTICE OF A WRITTEN RESOLUTION**

Nordic Trustee AS acts as trustee (the "**Bond Trustee**") for the holders (the "**Bondholders**") of the bonds (the "**Bonds**") in the above mentioned bond issue with ISIN NO 0010846280 (the "**Bond Issue**") issued by Hexagon Composites ASA (the "**Issuer**", the "**Company**" or "**Hexagon**").

All capitalized terms used herein and not otherwise defined have the meaning assigned to them in the bond terms for the Bond Issue (the "**Bond Terms**"), unless otherwise stated herein. References to clauses and paragraphs are references to clauses and paragraphs of the Bond Terms.

The Issuer has requested that the Bond Trustee issue this Notice of written resolution Clause 15.5 (Written Resolution) of the Bond Terms to consider approval of the Proposal (as defined below).

*The information in this Notice regarding the Issuer, the described transactions and the Proposal set out in Section 2 below are provided by the Issuer, and the Bond Trustee expressly disclaims all liability whatsoever related to such information. Bondholders are encouraged to read this Notice in its entirety.*

**1 BACKGROUND**

***Background and rationale for the spin-off of Hexagon Purus***

On 24 August 2020, Hexagon announced that the Board of Directors has initiated a process with the intention to spin off and list Hexagon Purus (the "**e-mobility Business**" or "**e-mobility**") separately as an independent company (the "**Spin Off**"). In conjunction with the Spin Off, Hexagon successfully raised gross proceeds of approx. NOK 907m in an equity issue, of which NOK 500 million is intended to fund the initial development phase in e-mobility Business and the remaining approx. NOK 407 million will be retained in the Issuer for general corporate purposes.

Hexagon is today comprised of solutions across the clean fuels spectrum. Its business is organized into low emission gas mobility solutions ("**g-mobility**") and zero emission hydrogen and battery electric mobility solutions (e-mobility). The intention is that a portion of the shares in Hexagon Purus will be distributed to Hexagon's shareholders in connection with a listing, with Hexagon retaining majority ownership after the distribution. Hexagon plans to remain a significant long-term owner in Hexagon Purus to support and develop customer and shareholder value.

The Issuer considers the intended Spin Off as an important step for strengthening both

Hexagon's g-mobility and e-mobility businesses. The Spin Off will unlock further value from an industrial and financial perspective by creating two focused companies, each with its own strategic agenda and investment characteristics. The separation will also allow the two businesses to have individual strategies for future funding, capital allocation and dividend policy. Hexagon and Hexagon Purus will continue to have operational co-operation following the Spin Off, albeit on an arms-length basis.

After the intended Spin Off, Hexagon will be a g-mobility-focused company with attractive profitability that is further enhanced by the inclusion of the CNG Light-Duty vehicles (LDV) business carved out from Hexagon Purus, increased cash flow in light of reduced investments and an array of longer-term growth opportunities, targeting several initiatives to drive low-emission fuel adoption. In the global push for a decarbonized transport sector, g-mobility is in the fast lane, driven by new regulations and focused industry initiatives to reduce tailpipe pollutants and greenhouse gas emissions.

Hexagon Purus will be a pure-play hydrogen and battery electric e-mobility company attractively positioned to benefit from the tremendous growth that is expected in the e-mobility market.

The Spin Off is intended to be completed before year-end 2020. The intention is to apply for Hexagon Purus' shares to be admitted for trade on the Merkur Market (operated by Oslo Stock Exchange).

The Issuer intends to remain a majority shareholder committed to supporting Hexagon Purus industrially on its continued growth journey. The free float share of up to 35% pursuant to the Spin Off is intended to be realized through a one-time transfer of shares to the shareholder in Hexagon of up to 25%, and possibly a primary equity issue corresponding to an up to 10% ownership stake post transaction. Through financial support, the Issuer has provided loans to Hexagon Purus in the area of NOK 1 billion, which are intended to be settled in conjunction with the Spin Off.

### ***Key developments since the Bond Issue***

In March 2019, Hexagon placed the Bond Issue to refinance debt relating to the acquisition of the remaining 50% of Agility Fuel Solutions ("Agility"), a previously 50/50 owned JV. Since the Bond Issue, Hexagon has fully integrated Agility into the Issuer, and grown revenues from approx. NOK 2.9 billion in 2018 (on an aggregated basis) to approx. NOK 3.2 billion for the second quarter 2020 (last 12 months, "LTM"), despite some headwinds from the COVID-19 pandemic, which are largely behind the Company now. Hexagon has seen strong support in the equity markets, proven by the two equity issues of NOK 1.4 billion in aggregate since 2019, as well as an increasing backing from market capitalization<sup>1</sup>. New key strategic contracts won have included a north-east Asian serial manufacturing Fuel-cell electric vehicle contract worth approx. NOK 250 million, aerospace and multiple hydrogen and CNG distribution contracts as well as key OEM automotive contracts within Heavy-Duty space such as a leading logistics company fleet which will represent significant volumes into the future.

For the period ending Q2 2020 LTM, revenue ended at NOK approx. 3.2 billion with an adj. EBITDA of NOK 214 million on a consolidated basis. The LTM adj. EBITDA for g-mobility ended at NOK 316 million, i.e. NOK 102 million higher than the consolidated figure. In the second quarter of 2020 (2019), Hexagon Group generated NOK 683 (882) million in revenues and recorded an EBITDA of NOK 19 (62) million. Profitability was reduced by the impacts of the global pandemic and resulting macro factors, particularly in Agility Fuel Solutions and Hexagon Mobile Pipeline businesses. Hexagon Ragasco experienced a strong

<sup>1</sup> Market capitalization of NOK 5.8 billion as of marketing of the Bond Issue to NOK ~10.6 billion as of 7 October 2020.

quarter. The financial impacts of COVID-19 were most apparent in the second quarter, especially impacting transit bus demand in North America and Europe following temporary manufacturing shutdowns of several leading OEM companies. In addition, there were very low volumes within the CNG LDV business in the first half of 2020 due to a planned production plant relocation of major customer VW. Production has since resumed in Q3 2020 at the new production site.

While Hexagon Purus will remain in the Issuer's consolidated financial accounts as long as the Issuer remains a majority shareholder, the Spin Off will leave the Issuer in a stronger position financially. On a pro forma basis, LTM adj. EBITDA increases from NOK 214 million to NOK 316 million, representing an increase of NOK 102 million or approx. 48%. The corresponding pro forma (ex. Hexagon Purus) net interest bearing debt to LTM Adj. EBITDA metric decreases significantly from 6.4x to 4.4x, or 3.1x including the Issuer's intended share of cash proceeds from the recent equity issue. According to the management agreement with Hexagon Purus, the Issuer will receive compensation for recharging of general corporate services provided on behalf of Hexagon Purus). Additional arms-length service agreements are likely to provide additional revenue to Hexagon.

The improved financial profile for the Issuer is driven by the significant investments Hexagon Purus has and will require in order to successfully develop its business and grow in a market with a vast growth potential. As expressed in conjunction with the Bond Issue, the former Hydrogen & Light-duty Vehicles (now Hexagon Purus with the exception of CNG LDV which is a profitable business and which will remain in g-mobility) was a marginal contributor to consolidated revenues with approx. 10% of total revenues in 2018, and with a negative 19% EBITDA margin. Further, as Purus has and will continue to grow its capacity and reach, investments over the P&L are expected to increase further, with a corresponding negative impact on consolidated EBITDA also going forward in an as-is scenario. Following the Spin Off, Purus will be able to fund its growth on an independent basis, significantly easing the Issuer's financial follow-up commitments and thereby substantially de-risking the financial profile.

Secondly, the Spin Off represents a realization of a valuable asset into a listed and more liquid context despite being currently loss making, which will further enhance the credit quality of Hexagon. Hexagon Purus as an independently listed company is expected to represent a strong value backing for bondholders, depending on the prevailing market value of Hexagon Purus. The current e-mobility incl CNG LDV total asset values and book equity were NOK 1,015 million and NOK -202 million, respectively as of Q2 2020, i.e. the equity ratio increases from 42.5% to 57.8% from removing this segment in whole. Note that CNG LDV will remain in the Issuer and there are no pro forma balance sheet numbers for Hexagon Purus currently available.

### ***Overview of requested amendments to the Bond Terms***

In order to complete the Spin Off in the contemplated manner and realize the values in Hexagon Purus, which is deemed as positive for all stakeholders, the Issuer will need consent from bondholders to make certain amendments to the Bond Terms. The proposed amendments may be divided twofold:

- a ring fencing of Hexagon Purus from the Group pursuant to the Bond Terms, and
- a transfer of up to 25% of the shares in Hexagon Purus to the shareholders of the Issuer in conjunction with the Spin Off.

For Hexagon Purus to be viewed as a fully independent business although with operational ties to the Issuer, a carve out of Hexagon Purus as a Group Company and Subsidiary of the Issuer relating to certain terms and conditions under the Bond Terms is required (see Section 2 Proposal for details). This will allow Hexagon Purus to e.g. obtain stand-alone

financing and increase its financial flexibility going forward. As the Issuer intends to remain the majority shareholder pursuant to the Spin Off, Hexagon Purus will remain as a part of the Issuer's consolidated financial account going forward (however not relating to the Financial Covenants).

Secondly, the Issuer requests to make a one-time transfer of up to 25% of the shares in Hexagon Purus to the Issuer's shareholders, by way of a Distribution of the shares.

As the Issuer's main financing partner, DNB Bank has agreed to make necessary adjustments and amendments to the Existing Facilities Agreement relating to the Spin Off and ring fencing of e-mobility.

### **Summary**

The Issuer has since the March 2019 Bond Issue experienced continued strong development, including the integration of Agility, several key customer contracts across all segments, and an increasing support in the debt and equity capital markets. The Spin Off will represent the next phase of the Issuer's development, allowing Hexagon Purus to develop independently, while the remaining Issuer will be relieved from developing and funding Hexagon Purus as the company will be self-financed going forward. This de-risking of earnings and cash flow trajectory going forward coupled with a monetization of an asset with limited book value currently into a listed and more liquid context should be deemed overall credit positive for Hexagon and as such be in the interest of the bondholders. The Issuer is highly appreciative of support received from bondholders in conjunction with and since the Bond Issue, and hopes to serve as a long term, strong credit in the Nordic bond market.

## **2 PROPOSAL**

The Issuer proposes that the Bondholders approve the following amendments to the Bond Terms as further set out in Schedule 1 (the "**Proposal**"):

Amend the definition of "Group" as set out below:

**"Group"** means the Issuer and its Subsidiaries from time to time, however so that the term "Group" shall not include the Purus Group and the term "Subsidiary" shall not include any Subsidiary within the Purus Group.

Amend the definition of "Permitted Financial Support" as set out below:

**"Permitted Financial Support"** means:

- (a) any Financial Support made in relation to Permitted Financial Indebtedness or Permitted Security;
- (b) any Financial Support made by a member of the Group to another member of the Group;
- (c) any Financial Support made, granted or given by a member of the Group to any third party and/or to any member of the Purus Group in the ordinary course of business (including, without limitation, cash deposit or guarantees in support of rental agreements for premises);
- (d) the Purus Receivables; and

- (e) any Financial Support not falling within any of the preceding sub-paragraphs, and the aggregate outstanding principal amount of which does not exceed an aggregate amount being the higher of NOK 40,000,000 (or its equivalent in other currencies) or 10 per cent. of consolidated EBITDA of the Group at the time of which such Financial Support is granted.

Add the following new definitions:

**"Hexagon Purus"** means Hexagon Purus Holding AS (company registration number 919 317 558) or any succeeding or replacement company being the top company of Purus Group.

**"Purus Group"** means Hexagon Purus and its Subsidiaries from time to time.

**"Purus Receivables"** means the receivables and/or loans made on or before the date of this Agreement from the Group to the Purus Group in an amount up to NOK 1,100,000,000 or the equivalent in any other currency.

Amend Clause 13.12 (*Distributions*) by adding a new paragraph (b) as set out below:

#### 13.12 Distributions

- a) The Issuer may declare or make any dividend payment, repurchase of shares or other distributions to its shareholders including servicing or repaying Subordinated Loans (each a "Distribution") to the extent that the Distribution in any calendar year does not exceed 50 per cent. of the Issuer's consolidated net profit after taxes according to the Issuer's audited Annual Financial Statements for the previous year and where any unutilised portion of such net profit may not be carried forward, however always provided that no Event of Default is continuing or would result from a Distribution.
- b) Notwithstanding the above, the Issuer may at any time make one or more Distributions of up to an aggregate of twenty five per cent (25%) of the Issuer's shares in Hexagon Purus.

The amendments set out in the Proposal shall become effective on the date an amendment and restatement agreement to the Bond Terms is entered into by the Bond Trustee and the Issuer and the Bond Trustee has received the customary conditions precedent in that regard (the "**Effective Date**").

### **3 EVALUATION OF THE PROPOSAL**

#### 3.1 Non-reliance

The Proposal is put forward to the Bondholders without further evaluation or recommendation from the Bond Trustee. Nothing herein shall constitute a recommendation to the Bondholders from the Bond Trustee. Each Bondholder should independently evaluate

the Proposal and vote accordingly.

### 3.2 Amendment fee

Subject to the occurrence of the Effective Date, the Issuer offers the Bondholders a one-time amendment fee of 0.50 per cent. of the Nominal Amount of the respective Bondholders' holdings of Bonds (the "**Amendment Fee**").

The Amendment Fee will be payable to all persons who are registered as Bondholders in the Securities Depository (VPS) with record date being the earlier of (i) the date the Voting Period expires or (ii) the date when the Proposal is adopted by Bondholders representing at least a 2/3 majority of the total number of Voting Bonds. Payment of the Amendment Fee is subject to the Bondholders' Meeting accepting the Proposal. The payment of the Amendment Fee will be made on 30 October 2020.

### Further information

The Issuer has retained DNB Markets as financial advisor (the "**Advisor**"). Bondholders may contact the Advisor or the Issuer for further information:

DNB Markets at bond.syndicate@dnb.no for further information. The Advisor acts solely for the Issuer and no-one else in connection with the Proposal. No due diligence investigations have been carried out by the Advisor with respect to the Issuer, and the Advisor expressly disclaims any and all liability whatsoever in connection with the Proposal (including but not limited to in respect of the information herein).

For further questions to the Bond Trustee, please contact Ellen Sjøiland at soiland@nordictrustee.com.

## 4 WRITTEN RESOLUTION

Bondholders are hereby provided with a voting request for a Bondholders' Resolution pursuant to clause 15.5 (*Written Resolutions*) of the Bond Terms. For the avoidance of doubt, no Bondholders' Meeting will be held.

It is proposed that the Bondholders resolve the following (the "**Proposed Resolution**"):

*"The Bondholders approves the Proposal as described in section 2 (Proposal) of this Notice.*

*The Bond Trustee is hereby authorized and instructed to implement the Proposal and carry out other necessary work to implement the Proposal, including to prepare, negotiate, finalize and enter into all necessary agreements in connection with documenting the decisions made by way of this Written Resolution as well as carry out necessary completion work, including agreeing on necessary amendments to the Bond Terms and other Finance Documents."*

\* \* \* \*

A Proposed Resolution will be passed if either: (a) Bondholders representing at least a 2/3 majority of the total number of Voting Bonds vote in favour of the relevant Proposed Resolution prior to the expiry of the Voting Period (as defined below); or (b) (i) a quorum representing at least 50% of the total number of Voting Bonds submits a timely response to the Notice and (ii) the votes cast in favour of the relevant Proposed Resolution represent

at least a 2/3 majority of the Voting Bonds that timely responded to the Notice.

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 15.1 (Authority of the Bondholders' Meetings).

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.

**Voting Period:** The Voting Period shall expire ten (10) Business Days after the date of this Notice, being on 23 October 2020 at 13:00 Oslo time. The Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority under the Bond Terms prior to the expiration of the Voting Period.

**How to vote:** A duly completed and signed Voting Form (attached hereto as Schedule 2), together with proof of ownership/holdings must be received by the Bond Trustee no later than at the end of the Voting Period and must be submitted by scanned e-mail to [mail@nordictrustee.no](mailto:mail@nordictrustee.no).

If the above resolution is not adopted as proposed herein, the Bond Terms and other Finance Documents will remain unchanged.

Yours sincerely

**Nordic Trustee AS**



Enclosed:

Schedule 1: Amended and restated bond terms (redline)

Schedule 2: Voting Form

**SCHEDULE 1 – The amended and restated bond terms (redline)**

*Execution version*

*Draft 7 October 2020*

---

---

**Amended and restated**

**BOND TERMS**

**FOR**

**Hexagon Composites ASA FRN senior unsecured NOK 1,500,000,000  
bonds 2019/2023**

**ISIN NO 0010846280**

**Contents**

<b>Clause</b>	<b>Page</b>
1. INTERPRETATION .....	3
2. THE BONDS .....	15
3. THE BONDHOLDERS .....	16
4. ADMISSION TO LISTING .....	17
5. REGISTRATION OF THE BONDS .....	17
6. CONDITIONS FOR DISBURSEMENT .....	18
7. REPRESENTATIONS AND WARRANTIES .....	19
8. PAYMENTS IN RESPECT OF THE BONDS .....	21
9. INTEREST .....	24
10. REDEMPTION AND REPURCHASE OF BONDS .....	24
11. PURCHASE AND TRANSFER OF BONDS .....	26
12. INFORMATION UNDERTAKINGS .....	26
13. GENERAL AND FINANCIAL UNDERTAKINGS .....	28
14. EVENTS OF DEFAULT AND ACCELERATION OF THE BONDS .....	31
15. BONDHOLDERS' DECISIONS .....	34
16. THE BOND TRUSTEE .....	38
17. AMENDMENTS AND WAIVERS .....	42
18. MISCELLANEOUS .....	43
19. GOVERNING LAW AND JURISDICTION .....	45

ATTACHMENT 1 COMPLIANCE CERTIFICATE

ATTACHMENT 2 RELEASE NOTICE – ESCROW ACCOUNT

<b>BOND TERMS between</b>	
ISSUER:	<b>HEXAGON COMPOSITES ASA</b> , a company existing under the laws of Norway with registration number 938 992 185 and LEI-code 5967007LIEEXZXJWMW49; and
BOND TRUSTEE:	<b>NORDIC TRUSTEE AS</b> , a company existing under the laws of Norway with registration number 963 342 624 and LEI-code 549300XAKTM2BMKIPT85.
DATED:	<del>13 March 2019</del> <b>1 October 2020</b>
These Bond Terms shall remain in effect for so long as any Bonds remain outstanding.	

## 1. INTERPRETATION

### 1.1 Definitions

The following terms will have the following meanings:

“**Acquisition**” means the acquisition by Hexagon USA Holdings Inc. (a wholly owned Subsidiary of the Issuer) of 90.09 per cent. of the shares in Agility Fuel Solutions Holdings Inc., following which Hexagon USA Holdings Inc. has, in addition to its own current direct ownership of 44.50 per cent. of the shares in Agility Fuel Solutions LLC, become the indirect owner of the remaining 55.50 per cent. of the shares in Agility Fuel Solutions LLC owned by Agility Fuel Solutions Holdings Inc.

“**Additional Bonds**” means Bonds issued under a Tap Issue.

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

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

“**Agility Credit Facilities**” means:

- (a) the USD 35,000,000 revolving credit facility agreement originally dated 3 October 2016 and made between Agility Fuel Solutions LLC, certain subsidiaries of Agility Fuel Solutions LLC and JPMorgan Chase Bank, N.A., as amended and/or restated from time to time; and
- (b) the USD 10,000,000 term loan facility agreement originally dated 24 July 2017 and made between AFS Salisbury LLC and JPMorgan Chase Bank, N.A., as amended and/or restated from time to time.

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

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

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

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

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

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

“**Bondholders’ Meeting**” means a meeting of Bondholders as set out in Clause 14 (*Bondholders’ Decisions*).

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

“**Book Equity**” means the aggregate book value (on a consolidated basis) of the Group’s total equity treated as equity in accordance with GAAP, as set out in the then most recent Annual Financial Statements (or, if more recent, the latest Interim Accounts) of the Issuer plus any Subordinated Loan.

“**Bridge Facility**” means the USD 125,000,000 bridge financing facility dated 8 November 2018 provided by DNB Bank ASA to fully fund the Acquisition with the Issuer as borrower.

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

“**Business Day Convention**” means that if the last day of any Interest Period originally falls on a day that is not a Business Day, the Interest Period will be extended to include the first following Business Day unless that day falls in the next calendar month, in which case the Interest Period will be shortened to the first preceding Business Day (*Modified Following*).

“**Call Option**” has the meaning given to it in Clause 10.2 (*Voluntary early redemption – Call Option*).

“**Call Option Repayment Date**” means the settlement date for the Call Option determined by the Issuer pursuant to Clause 10.2 (*Voluntary early redemption – Call Option*), Clause 10.3(d)

or a date agreed upon between the Bond Trustee and the Issuer in connection with such redemption of Bonds.

**“Change of Control Event”** means

- (a) any person, or group of persons under the same Decisive Influence, or two or more persons acting in concert (in each case other than Mitsui & Co. Ltd. or Mr. Knut Flakk (or any of their Affiliates) acting alone or in concert), obtain Decisive Influence over the Issuer; or
- (b) a de-listing of the Issuer’s shares from the Oslo Stock Exchange, except in connection with a simultaneous listing of the Issuer’s shares on an Exchange.

**“Closing Date”** means 4 January 2019, the date on which the completion of the Acquisition occurred.

**“Closing Procedure”** means as defined in Clause 6.1 (*Conditions precedent for disbursement to the Issuer*).

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

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

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

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

**“Default Notice”** means a written notice to the Issuer as described in Clause 14.2 (*Acceleration of the Bonds*).

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

**“Distribution”** means as defined in Clause 13.12 (*Distributions*).

**“EBITDA”** means, in respect of any relevant period, the consolidated earnings of the Group before interests, tax, depreciation and amortisation, in each case in accordance with GAAP, adjusted by excluding the amount of any non-cash stock compensation costs (provided such costs are without cash effect).

**“Equity Ratio”** means, on any date, the ratio of Book Equity to Total Assets.

**“Escrow Account”** means an account in the name of the Issuer with DNB Bank ASA or another bank in Norway, pledged and blocked on first priority as security for the Issuer’s obligations under the Finance Documents.

“**Escrow Account Pledge**” means the pledge over the Escrow Account, where the bank operating the account has waived any set-off rights.

“**Event of Default**” means any of the events or circumstances specified in Clause 14.1 (*Events of Default*).

“**Exchange**” means:

- (a) Oslo Børs (the Oslo Stock Exchange); or
- (b) any regulated market as such term is understood in accordance with the Markets in Financial Instruments Directive (Directive 2004/39/EC) or the Markets in Financial Instruments Directive 2014/65/EU (MiFID II), as applicable.

“**Existing Facilities Agreement**” means the NOK 600,000,000 multicurrency term and revolving loan facilities agreement originally dated 29 September 2016 and made between the Issuer and DNB Bank ASA (in various capacities), as amended and/or restated from time to time.

“**Finance Documents**” means these Bond Terms, the Bond Trustee Fee Agreement, the Escrow Account Pledge Agreement and any other document designated by the Issuer and the Bond Trustee as a Finance Document.

“**Finance Lease**” means any lease or hire purchase contract, a liability under which would, in accordance with GAAP, be treated as a balance sheet liability.

“**Financial Covenants**” means as defined in Clause 13.13 (*Financial Covenants*).

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

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialized equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a Finance 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) of a type not referred to in any other paragraph of this definition 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 marked to market value (or, if any actual amount is due as a result

of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (i) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

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

“**Financial Support**” means to grant or make any loans, grant any credit or give any guarantee or indemnity for any Financial Indebtedness (whether actual or contingent).

“**First Call Date**” means the Interest Payment Date falling in March 2021.

“**GAAP**” means the generally accepted accounting practice and principles in the country in which the relevant company 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 as at the date of these Bond Terms. For the sake of clarity, any relevant calculation to be made in respect of the Bonds shall be made in accordance with GAAP applicable prior to 1 January 2019, irrespective of any later changes to GAAP (including, but not limited to, that any lease or hire purchase contracts which would, in accordance with GAAP in force prior to 1 January 2019 have been treated as an operating lease, shall still be treated as operating leases after such effective date for IFRS 16).

“**Group**” means the Issuer and its Subsidiaries from time to time, however so that the term "Group" shall not include the Purus Group and the term "Subsidiary" shall not include any Subsidiary within the Purus Group.

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

"Hexagon Purus" means Hexagon Purus Holding AS (company registration number 919 317 558) or any succeeding or replacement company being the top company of Purus Group.

“**Incurrence Test**” shall have the meaning ascribed to such term in Clause 13.13 paragraph (b) (*Financial Covenants*).

“**Initial Bond Issue**” means the aggregate Nominal Amount of all Bonds issued on the Issue Date.

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

“**Insolvent**” means that a person:

- (a) is unable or admits inability to pay its debts as they fall due;
- (b) suspends making payments on any of its debts generally; or

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

“**Interest Payment Date**” means the last day of each Interest Period, the first Interest Payment Date being 15 June 2019 and the last Interest Payment Date being the Maturity Date.

“**Interest Period**” means, subject to adjustment in accordance with the Business Day Convention, the period between 15 June, 15 September, 15 December and 15 March each year, provided however that an Interest Period shall not extend beyond the Maturity Date.

“**Interest Quotation Day**” means, in relation to any period for which Interest Rate is to be determined, 2 Quotation Business Days before the first day of the relevant Interest Period.

“**Interest Rate**” means the percentage rate per annum which is the aggregate of the Reference Rate for the relevant Interest Period plus the Margin.

“**Interim Accounts**” means the unaudited consolidated quarterly financial statements of the Group for any financial quarter ending on a Quarter Date, drawn up in accordance with GAAP, such accounts to include a profit and loss account, balance sheet, cash flow statement and management commentary.

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

“**Issue Date**” means 15 March 2019.

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

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

“**Leverage Ratio**” means the ratio of Net Debt to EBITDA.

“**Liquidity**” means at any time (a) cash in hand or at bank and (in the latter case) credited to an account in the name of a member of the Group and to which a member of the Group is alone (or together with other members of the Group) beneficially entitled, (b) cash equivalents and (c) any undrawn amount under the Secured Facilities freely and immediately available (for the avoidance of doubt including any customary conditions for drawings) to be applied in repayment or prepayment of Financial Indebtedness.

“**Listing Failure Event**” means:

- (a) that the Bonds have not been admitted to listing on an Exchange within 6 months following the Issue Date, or
- (b) in the case of a successful admission to listing, that a period of 6 months has elapsed since the Bonds ceased to be admitted to listing on an Exchange.

“**Longstop Date**” means the date falling 90 days after the Issue Date.

“**Make Whole Amount**” means an amount equal to the sum of:

- (a) the present value on the Call Option Repayment Date of 102.75 per cent. of the Nominal Amount of the redeemed Bonds as if such payment originally had taken place on the First Call Date; and
- (b) the present value on the Call Option Repayment Date of the remaining interest payments of the redeemed Bonds up to and including the First Call Date (excluding any accrued but unpaid interest up to the Call Option Repayment Date),

where the present value shall be calculated by using a discount rate of 1.50 per cent., and where the interest rate applied for the remaining interest payments until the First Call Date shall be the applicable Interest Rate on the date which the notice is given.

“**Manager**” means DNB Bank ASA, DNB Markets, Dronning Eufemias gate 30, NO-0191 Oslo, Norway.

“**Margin**” means 3.75 per cent.

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

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

“**Material Subsidiary**” means:

- (a) any Subsidiary whose total assets represent at least 10 per cent. of the total consolidated assets of the Group;
- (b) any Subsidiary whose total operating income represents at least 10 per cent. of the total consolidated operating income of the Group;
- (c) any other Subsidiary to which is transferred either (A) all or substantially all of the assets of another Subsidiary which immediately prior to the transfer was a Material Subsidiary, or (B) sufficient assets of the Issuer that such Subsidiary would have been a Material Subsidiary had a transfer occurred on or before the relevant date,

always provided that the Issuer shall, if required, nominate as Material Subsidiaries such Subsidiaries as are necessary to ensure that the operating income, gross assets and net assets of the Material Subsidiaries in aggregate account for at least 80 per cent. of the operating income, gross assets and net assets of the Group.

“**Maturity Date**” means 15 March 2023, adjusted according to the Business Day Convention.

“**Maximum Issue Amount**” shall have the meaning ascribed to such term in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

“**Net Debt**” means, on a consolidated basis for the Group, the aggregate interest bearing Financial Indebtedness less cash and cash equivalents and any Subordinated Loans.

“**Net Proceeds**” shall have the meaning ascribed to such term in paragraph (a) of Clause 6.1 (*Conditions precedent for disbursement to the Issuer*).

“**Nominal Amount**” means the Initial Nominal Amount (less the aggregate amount by which each Bond has been partially redeemed, if any) pursuant to Clause 10 (*Redemption and repurchase of Bonds*) or any other amount following a split of Bonds pursuant to Clause 16.2, paragraph (j).

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

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

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

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

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

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

- (a) arising under the Finance Documents;
- (b) existing under the Bridge Facility (up to the first release of funds from the Escrow Account);
- (c) arising under any Subordinated Loans;
- (d) arising under the Secured Facilities;
- (e) arising under the Agility Credit Facilities, provided that such Financial Indebtedness is being discharged no later than 120 days after the Closing Date;
- (f) arising as a result of any asset leased under Finance Lease arrangements made by a member of the Group limited to an aggregate amount not exceeding NOK 130,000,000 for the Group at any time;
- (g) arising under any hedging transaction (i) in relation to the Finance Documents, and (ii) for non-speculative purposes in the ordinary course of business of the relevant member of the Group;
- (h) owed by a member of the Group to another member of the Group;
- (i) arising out of any Permitted Financial Support or Permitted Security;
- (j) incurred under any pension or tax liabilities in the ordinary course of business;

- (k) incurred under (i) any Tap Issue, or (ii) any other unsecured Financial Indebtedness in the Issuer and with maturity after the Bonds, both subject to compliance with the Incurrence Test;
- (l) of any person acquired by a member of the Group after the Issue Date, where the Financial Indebtedness is incurred under arrangements in existence at the date of acquisition, but not incurred or increased or having its maturity date extended in contemplation of, or since, that acquisition, and outstanding only for a period of 4 months following the date of that acquisition;
- (m) under any guarantee facilities entered into by a member of the Group in its ordinary course of business;
- (n) not permitted by the preceding paragraphs and the aggregate outstanding principal amount of which does not exceed an aggregate amount being the higher of NOK 40,000,000 (or its equivalent in other currencies) or 10 per cent. of consolidated EBITDA of the Group at the time of which such Financial Indebtedness is incurred.
- (o) arising as any refinancing, amendments or replacement of any of the above from time to time, however always subject to the Financial Covenants set out in Clause 13.13 (*Financial Covenants*); and
- (p) arising as a result of a contemplated refinancing of the Bonds in full provided that (i) an irrevocable and unconditional call notice has been served on the Bonds (in full) and (ii) such debt is (from settlement (in case refinancing through bonds or note issuance)) fully cash collateralised or (in case of refinancing with any other form of loan or credit) undrawn until full repayment of the Bonds.

**“Permitted Financial Support”** means:

- (a) any Financial Support made in relation to Permitted Financial Indebtedness or Permitted Security;
- (b) any Financial Support made by a member of the Group to another member of the Group;
- (c) any Financial Support made, granted or given by a member of the Group to any third party and/or to any member of the Purus Group in the ordinary course of business (including, without limitation, cash deposit or guarantees in support of rental agreements for premises);

(d) the Purus Receivables; and

~~(d)~~(e) any Financial Support not falling within any of the preceding sub-paragraphs, and the aggregate outstanding principal amount of which does not exceed an aggregate amount being the higher of NOK 40,000,000 (or its equivalent in other currencies) or 10 per cent. of consolidated EBITDA of the Group at the time of which such Financial Support is granted.

**“Permitted Security”** means:

- (a) any Security, including cash collateral to secure the Secured Facilities;
- (b) any Security arising under the Agility Credit Facilities, provided that such security is being discharged and released no later than 120 days after the Closing Date;
- (c) any Security arising under paragraphs (a), (b), (d), (f), (g) and (m) of the definition of Permitted Financial Indebtedness, including any refinancing thereof;
- (d) any Security arising by operation of law and in the ordinary course of trading;
- (e) any cash pooling, netting or set-off arrangement entered into by any Group Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of Group Companies;
- (f) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a Group Company in the ordinary course of business and not arising as a result of a default or omission by any Group Company that is continuing for a period of more than 30 calendar days;
- (g) any right of set-off arising under contracts entered into by Group Companies in the ordinary course of their day-to-day business;
- (h) any Security arising over any bank accounts or custody accounts or other clearing banking facilities held with any bank or financial institution under the standard terms and conditions of such bank or financial institution;
- (i) payments into court or any Security arising under any court order or injunction or as Security for costs arising in connection with any litigation or court proceedings being contested by any Group Company in good faith (which do not otherwise constitute or give rise to an Event of Default);
- (j) any Security over or affecting any asset acquired by a member of the Group after the Issue Date if:
  - (i) the Security was not created in contemplation of the acquisition of that asset by a member of the Group;
  - (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and
  - (iii) the Security is removed or discharged within 4 months of the date of acquisition of such asset;
- (k) any Security over or affecting any asset of any company which becomes a member of the Group after the date of this Agreement, where the Security is created prior to the date on which that company becomes a member of the Group if:
  - (i) the security was not created in contemplation of the acquisition of that company;

- (ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and
  - (iii) the Security is removed or discharged within 4 months of that company becoming a member of the Group;
- (l) any other Security (other than mentioned in paragraphs (a) to (k) above) securing indebtedness the principal amount of which does not at any time exceed an aggregate amount being the higher of NOK 40,000,000 (or its equivalent in other currencies) or 10 per cent. of consolidated EBITDA of the Group at the time of which such Security is granted.

**"Purus Group"** means Hexagon Purus and its Subsidiaries from time to time.

**"Purus Receivables"** means the receivables and/or loans made on or before the date of this Agreement from the Group to the Purus Group in an amount up to NOK 1,100,000,000 or the equivalent in any other currency.

**"Put Option"** shall have the meaning ascribed to such term in Clause 10.3 (*Mandatory repurchase due to a Change of Control Event*).

**"Put Option Repayment Date"** means the settlement date for the Put Option pursuant to Clause 10.3 (*Mandatory repurchase due to a Change of Control Event*).

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

**"Quotation Business Day"** means a day on which Norges Bank is open.

**"Reference Rate"** shall mean three months NIBOR (Norwegian Interbank Offered Rate), being:

- (a) the interest rate fixed for a period comparable to the relevant Interest Period on Oslo Børs' webpage at approximately 12:15 p.m. (Oslo time) on the Interest Quotation Day or, on days on which Oslo Børs has shorter opening hours (New Year's Eve and the Wednesday before Maundy Thursday), the data published at approximately 10:15 a.m. (Oslo time) on the Interest Quotation Day shall be used; or
- (b) if no screen rate is available for the relevant Interest Period;
  - (i) the linear interpolation between the two closest relevant interest periods, and with the same number of decimals, quoted under paragraph (a) above; or
  - (ii) a rate for deposits in the Bond currency for the relevant Interest Period as supplied to the Bond Trustee at its request quoted by a sufficient number of commercial banks reasonably selected by the Bond Trustee; or
- (c) if the interest rate under paragraph (a) is no longer available, the interest rate will be set by the Bond Trustee in consultation with the Issuer to:
  - (i) any relevant replacement reference rate generally accepted in the market; or

- (ii) such interest rate that best reflects the interest rate for deposits in the Bond currency offered for the relevant Interest Period.

In each case, if any such rate is below zero, the Reference Rate will be deemed to be zero.

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

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

- (a) in relation to payments pursuant to these Bond Terms, the date designated as the Relevant Record Date in accordance with the rules of the CSD from time to time; or
- (b) for the purpose of casting a vote with regard to Clause 15 (*Bondholders Decisions*), the date falling on the immediate preceding Business Day to the date of that Bondholders’ decision being made, or another date as accepted by the Bond Trustee.

**“Repayment Date”** means any Call Option Repayment Date, the Default Repayment Date, the Put Option Repayment Date, the Tax Event Repayment Date, the date falling 7 Business Days after the Longstop Date, or the Maturity Date.

**“Secured Facilities”** means the aggregate commitments under the following (one or more) secured facilities (including all related commitments such as e.g. ancillary and incremental commitments):

- (a) the Existing Facilities Agreement, with an aggregate maximum commitment and outstanding amount at any time in aggregate not to exceed NOK 1,000,000,000 or the equivalent thereof in any other currency, including refinancing of any such facility; and
- (b) where an increase in the total commitments under such facilities or incurrence of any commitment under any new facility (as the case may be) in aggregate in excess of the aggregate maximum commitment set out in paragraph (a) above, is subject to the Incurrence Test.

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

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

**“Subordinated Loan”** means any loan or credit granted or to be granted to the Issuer, with terms acceptable to the Bond Trustee (acting in its sole discretion), to ensure that (i) such loan is fully subordinated to the Bonds, and (ii) any repayment of, or payment of interest under, any such loan is subject to all present and future obligations and liabilities under the Finance Documents having been discharged in full, provided in each case any payment under Subordinated Loans is permitted to the extent qualifying as a Distribution permitted hereunder.

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

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

“**Tap Issue**” shall have the meaning ascribed to such term in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

“**Tap Issue Addendum**” shall have the meaning ascribed to such term in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

“**Tax Event Repayment Date**” means the date set out in a notice from the Issuer to the Bondholders pursuant to Clause 10.4 (*Early redemption option due to a tax event*).

“**Total Assets**” means, at each Quarter Date, the total book value of the assets of the Group as such term is used by the Issuer in its consolidated financial statements for that period.

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

“**Written Resolution**” means a written (or electronic) solution for a decision making among the Bondholders, as set out in Clause 15.5 (*Written Resolutions*).

## 1.2 Construction

In these Bond Terms, unless the context otherwise requires:

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

- (j) references to persons “**acting in concert**” shall be interpreted pursuant to the relevant provisions of the Securities Trading Act; and
- (k) an Event of Default is “**continuing**” if it has not been remedied or waived.

## 2. THE BONDS

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

- (a) The Issuer has resolved to issue a series of Bonds in the maximum amount of NOK 1,500,000,000 (the “**Maximum Issue Amount**”). The Bonds may be issued on different issue dates and the Initial Bond Issue will be in the amount of NOK 1,100,000,000. The Issuer may, provided that the conditions set out in Clause 6.3 (*Tap Issues*) are met, at one or more occasions issue Additional Bonds (each a “**Tap Issue**”) until the Nominal Amount of all Additional Bonds equals in aggregate the Maximum Issue Amount less the Initial Bond Issue. Each Tap Issue will be subject to identical terms as the Bonds issued pursuant to the Initial Bond Issue in all respects as set out in these Bond Terms, except that Additional Bonds may be issued at a different price than for the Initial Bond Issue and which may be below or above the Nominal Amount. The Bond Trustee shall prepare an addendum to these Bond Terms evidencing the terms of each Tap Issue (a “**Tap Issue Addendum**”).
- (b) The Bonds are denominated in Norwegian Kroner (NOK), being the legal currency of Norway.
- (c) The Initial Nominal Amount of each Bond is NOK 500,000.
- (d) The ISIN of the Bonds is NO0010846280. All Bonds issued under the same ISIN will have identical terms and conditions as set out in these Bond Terms.

### 2.2 Tenor of the Bonds

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

### 2.3 Use of proceeds

- (a) The Issuer will use the Net Proceeds from the Initial Bond Issue:
  - (i) to refinance the Bridge Facility; and
  - (ii) to the extent the Net Proceeds from the Bonds exceed the aggregate outstanding amounts under the Bridge Facility, for general corporate purposes of the Group.
- (b) The Issuer will use the net proceeds from the issuance of any Additional Bonds for the general corporate purposes of the Group (unless otherwise specified in relation to the relevant Tap Issue).

### 2.4 Status of the Bonds

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

## **2.5 Transaction Security**

The Bonds are unsecured.

## **3. THE BONDHOLDERS**

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

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

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

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

### **3.3 Bondholders' rights**

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

## **4. ADMISSION TO LISTING**

The Issuer shall procure that the Bonds are listed on an Exchange within 6 months of the Issue Date and thereafter remain listed on an Exchange until the Bonds have been redeemed in full.

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

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

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

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

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

### **5.3 Country of issuance**

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

## **6. CONDITIONS FOR DISBURSEMENT**

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

- (a) Payment of the net proceeds from the issuance of the Bonds (net of (i) legal costs of the Manager, (ii) fees of the Manager and (iii) any other costs and expenses incurred in connection with the issuance of the Bonds, such amount the "**Net Proceeds**") to the Escrow Account (unless the conditions precedent in paragraph (b) below have been fulfilled on or prior to the Issue Date, in which case the Net Proceeds can be disbursed directly to the Issuer for application in accordance with paragraph (a) of Clause 2.3 (*Use of proceeds*)) shall be conditional on the Bond Trustee having received no later than two (2) Business Days prior to the Issue Date each of the following documents, in form and substance satisfactory to the Bond Trustee:
- (i) these Bond Terms duly executed by all parties hereto;
  - (ii) copies of all corporate resolutions (including a power of attorney) of the Issuer required for the Issuer to issue the Bonds and execute the Finance Documents to which it is a party;
  - (iii) copies of the Issuer's articles of association and company certificate from the relevant company register evidencing that the Issuer is validly existing;
  - (iv) the Escrow Account Pledge duly executed by all parties thereto and perfected in accordance with applicable law;
  - (v) copies of the Issuer's latest Financial Reports;
  - (vi) confirmation that the applicable prospectus requirements (ref the EU prospectus directive (2003/71 EC)) concerning the issuance of the Bonds have been fulfilled;
  - (vii) copies of any necessary governmental approval, consent or waiver (as the case may be) required at such time to issue the Bonds;

- (viii) copies of any written documentation used in marketing the Bonds or made public by the Issuer or the Manager in connection with the issuance of the Bonds;
  - (ix) confirmation that the Bonds are registered in the CSD (by obtaining an ISIN for the Bonds);
  - (x) the Bond Trustee Fee Agreement duly executed by the parties thereto;
  - (xi) any other Finance Documents duly signed by all parties thereto; and
  - (xii) legal opinions or other statements as may be required by the Bond Trustee (including in respect of corporate matters relating to the Issuer and the legality, validity and enforceability of these Bond Terms and the Finance Documents).
- (b) The Net Proceeds from the Bonds will not be released from the Escrow Account and disbursed to the Issuer unless the Bond Trustee has received, or is satisfied that it will receive in due time, each of the following documents, in form and substance satisfactory to the Bond Trustee:
- (i) a duly executed release notice from the Issuer, as set out in Attachment 2; and
  - (ii) evidence that the Bridge Facility will be repaid in full in connection with the first release of funds from the Escrow Account (or otherwise in accordance with the Closing Procedure).
- (c) The Bond Trustee, acting in its sole discretion, may, regarding this Clause 6.1 (*Conditions precedent for disbursement to the Issuer*), waive the requirements for documentation, or decide that delivery of certain documents shall be made subject to the Closing Procedure, and/or that the amounts on the Escrow Account may be released prior to fulfilment of all the conditions precedent set out in paragraph (b) of Clause 6.1 (*Conditions precedent for disbursement to the Issuer*) provided such release is made subject to a closing procedure (the “**Closing Procedure**”) agreed between the Bond Trustee (in consultation with its advisors) and the Issuer, and, if applicable, existing creditors of the Group.

## 6.2 Distribution

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

## 6.3 Tap Issues

The Issuer may issue Additional Bonds if:

- (a) the Bond Trustee has executed a Tap Issue Addendum;
- (b) the representations and warranties contained in Clause 7 (*Representations and Warranties*) of these Bond Terms are true and correct in all material respects and repeated by the Issuer as at the date of issuance of such Additional Bonds; and

- (c) the Issuer meets the Incurrence Test tested *pro forma* including the new Financial Indebtedness incurred as a result of issuing such Additional Bonds.

## **7. REPRESENTATIONS AND WARRANTIES**

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

- (a) at the date of these Bond Terms;
- (b) at the Issue Date;
- (c) on each date of disbursement of proceeds from the Escrow Account; and
- (d) at the date of issuance of any Additional Bonds:

### **7.1 Status**

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

### **7.2 Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, these Bond Terms and any other Finance Document to which it is a party and the transactions contemplated by those Finance Documents.

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

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

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

The entry into and performance by it of these Bond Terms and any other Finance Document to which it is a party and the transactions contemplated thereby do not and will not conflict with:

- (a) any law or regulation or judicial or official order;
- (b) its constitutional documents; or
- (c) any agreement or instrument which is binding upon it or any of its assets.

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

- (a) No Event of Default exists or is likely to result from the making of any drawdown under these Bond Terms or the entry into, the performance of, or any transaction contemplated by, any Finance Document.

- (b) No other event or circumstance has occurred which constitutes (or with the expiry of any grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which has or is likely to have a Material Adverse Effect.

#### **7.6 Authorizations and consents**

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

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

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

#### **7.7 Litigation**

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

#### **7.8 Financial Reports**

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

#### **7.9 No Material Adverse Effect**

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

#### **7.10 No misleading information**

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

#### **7.11 No withholdings**

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

#### **7.12 Pari passu ranking**

Its payment obligations under these Bond Terms or any other Finance Document to which it is a party ranks as set out in Clause 2.4 (*Status of the Bonds*).

### **7.13 Security**

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

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

### **8.1 Covenant to pay**

- (a) The Issuer will unconditionally make available to or to the order of the Bond Trustee and/or the Paying Agent all amounts due on each Payment Date pursuant to the terms of these Bond Terms at such times and to such accounts as specified by the Bond Trustee and/or the Paying Agent in advance of each Payment Date or when other payments are due and payable pursuant to these Bond Terms.
- (b) All payments to the Bondholders in relation to the Bonds shall be made to each Bondholder registered as such in the CSD at the Relevant Record Date, by, if no specific order is made by the Bond Trustee, crediting the relevant amount to the bank account nominated by such Bondholder in connection with its securities account in the CSD.
- (c) Payment constituting good discharge of the Issuer's payment obligations to the Bondholders under these Bond Terms will be deemed to have been made to each Bondholder once the amount has been credited to the bank holding the bank account nominated by the Bondholder in connection with its securities account in the CSD. If the paying bank and the receiving bank are the same, payment shall be deemed to have been made once the amount has been credited to the bank account nominated by the Bondholder in question.
- (d) If a Payment Date or a date for other payments to the Bondholders pursuant to the Finance Documents falls on a day on which either of the relevant CSD settlement system or the relevant currency settlement system for the Bonds are not open, the payment shall be made on the first following possible day on which both of the said systems are open, unless any provision to the contrary have been set out for such payment in the relevant Finance Document.

### **8.2 Default interest**

- (a) Default interest will accrue on any Overdue Amount from and including the Payment Date on which it was first due to and excluding the date on which the payment is made at the Interest Rate plus an additional 3 per cent. per annum.
- (b) Default interest accrued on any Overdue Amount pursuant to this Clause 8.2 (*Default interest*) will be added to the Overdue Amount on each Interest Payment Date until the Overdue Amount and default interest accrued thereon have been repaid in full.
- (c) Upon the occurrence of a Listing Failure Event and for as long as such Listing Failure Event is continuing, the interest on any principal amount outstanding under these Bonds Terms will accrue at the Interest Rate plus an additional 1 per cent. per annum.

### 8.3 Partial Payments

- (a) If the Paying Agent or the Bond Trustee receives a Partial Payment, such Partial Payment shall, in respect of the Issuer's debt under the Finance Documents be considered made for discharge of the debt of the Issuer in the following order of priority:
  - (i) firstly, towards any outstanding fees, liabilities and expenses of the Bond Trustee;
  - (ii) secondly, towards accrued interest due but unpaid; and
  - (iii) thirdly, towards any other outstanding amount due but unpaid under the Finance Documents.
- (b) Notwithstanding paragraph (a) above, any Partial Payment which is distributed to the Bondholders, shall, after the above mentioned deduction of outstanding fees, liabilities and expenses, be applied (i) firstly towards any principal amount due but unpaid and (ii) secondly, towards accrued interest due but unpaid, in the following situations:
  - (i) the Bond Trustee has served a Default Notice in accordance with Clause 14.2 (Acceleration of the Bonds), or
  - (ii) as a result of a resolution according to Clause 15 (Bondholders' decisions).

### 8.4 Taxation

- (a) The Issuer is responsible for withholding any withholding tax imposed by applicable law on any payments to be made by it in relation to the Finance Documents.
- (b) The Issuer shall, if any tax is withheld in respect of the Bonds under the Finance Documents:
  - (i) gross up the amount of the payment due from it up to such amount which is necessary to ensure that the Bondholders or the Bond Trustee, as the case may be, receive a net amount which is (after making the required withholding) equal to the payment which would have been received if no withholding had been required; and
  - (ii) at the request of the Bond Trustee, deliver to the Bond Trustee evidence that the required tax deduction or withholding has been made.
- (c) Any public fees levied on the trade of Bonds in the secondary market shall be paid by the Bondholders, unless otherwise provided by law or regulation, and the Issuer shall not be responsible for reimbursing any such fees.

### 8.5 Currency

- (a) All amounts payable under the Finance Documents shall be payable in the denomination of the Bonds set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*). If, however, the denomination differs from the currency of the bank account connected to the Bondholder's account in the CSD, any cash settlement may be exchanged and credited to this bank account.

- (b) Any specific payment instructions, including foreign exchange bank account details, to be connected to the Bondholder's account in the CSD must be provided by the relevant Bondholder to the Paying Agent (either directly or through its account manager in the CSD) within 5 Business Days prior to a Payment Date. Depending on any currency exchange settlement agreements between each Bondholder's bank and the Paying Agent, and opening hours of the receiving bank, cash settlement may be delayed, and payment shall be deemed to have been made once the cash settlement has taken place, provided, however, that no default interest or other penalty shall accrue for the account of the Issuer for such delay.

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

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

### **9. INTEREST**

#### **9.1 Calculation of interest**

- (a) Each Outstanding Bond will accrue interest at the Interest Rate on the Nominal Amount for each Interest Period, commencing on and including the first date of the Interest Period, and ending on but excluding the last date of the Interest Period.
- (b) Any Additional Bond will accrue interest at the Interest Rate on the Nominal Amount commencing on the first date of the Interest Period in which the Additional Bonds are issued and thereafter in accordance with paragraph (a) above.
- (c) Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis). The Interest Rate will be reset at each Interest Quotation Day by the Bond Trustee, who will notify the Issuer and the Paying Agent and, if the Bonds are listed, the Exchange, of the new Interest Rate and the actual number of calendar days for the next Interest Period.

#### **9.2 Payment of interest**

Interest shall fall due on each Interest Payment Date for the corresponding preceding Interest Period and, with respect to accrued interest on the principal amount then due and payable, on each Repayment Date.

### **10. REDEMPTION AND REPURCHASE OF BONDS**

#### **10.1 Redemption of Bonds**

The Outstanding Bonds will mature in full on the Maturity Date and shall be redeemed by the Issuer on the Maturity Date at a price equal to 100 per cent. of the Nominal Amount.

#### **10.2 Voluntary early redemption - Call Option**

- (a) The Issuer may redeem all or some of the Outstanding Bonds (the "Call Option") on any Business Day from and including:
  - (i) the Issue Date to, but not including, the First Call Date at a price equal to the Make Whole Amount;

- (ii) the First Call Date to, but not including, the Interest Payment Date in September 2021 at a price equal to 102.75 per cent. of the Nominal Amount for each redeemed Bond;
  - (iii) Interest Payment Date in September 2021 to, but not including, the Interest Payment Date in March 2022 at a price equal to 102.06 per cent. of the Nominal Amount for each redeemed Bond;
  - (iv) Interest Payment Date in March 2022 to, but not including, the Interest Payment Date in September 2022 at a price equal to 101.37 per cent. of the Nominal Amount for each redeemed Bond;
  - (v) Interest Payment Date in September 2022 to, but not including, the Interest Payment Date in December 2022 at a price equal to 100.68 per cent. of the Nominal Amount for each redeemed Bond; and
  - (vi) the Interest Payment Date in December 2022 to, but not including, the Maturity Date at a price equal to 100 per cent. of the Nominal Amount for each redeemed Bond.
- (b) Any redemption of Bonds pursuant to Clause 10.2 (a) above shall be determined based upon the redemption prices applicable on the Call Option Repayment Date.
  - (c) The Call Option may be exercised by the Issuer by written notice to the Bond Trustee at least 10 Business Days prior to the proposed Call Option Repayment Date. Such notice sent by the Issuer is irrevocable and shall specify the Call Option Repayment Date. Unless the Make Whole Amount is set out in the written notice where the Issuer exercises the Call Option, the Issuer shall calculate the Make Whole Amount and provide such calculation by written notice to the Bond Trustee as soon as possible and at the latest within 3 Business Days from the date of the notice.
  - (d) Any Call Option exercised in part will be used for pro rata payment to the Bondholders in accordance with the applicable regulations of the CSD.

### **10.3 Mandatory repurchase due to a Change of Control Event**

- (a) Upon the occurrence of a Change of Control Event, each Bondholder will have the right (the “**Put Option**”) to require that the Issuer purchases all or some of the Bonds held by that Bondholder at a price equal to 101 per cent. of the Nominal Amount.
- (b) The Put Option must be exercised within 30 calendar days after the Issuer has given notice to the Bond Trustee and the Bondholders that a Change of Control Event has occurred pursuant to Clause 12.3 (*Change of Control Event*). Once notified, the Bondholders’ right to exercise the Put Option is irrevocable and will not be affected by any subsequent events related to the Issuer.
- (c) Each Bondholder may exercise its Put Option by written notice to its account manager for the CSD, who will notify the Paying Agent of the exercise of the Put Option. The Put Option Repayment Date will be the 5<sup>th</sup> Business Day after the end of the 30 calendar days exercise period referred to in paragraph (b) above. However, the settlement of the

Put Option will be based on each Bondholder's holding of Bonds at the Put Option Repayment Date.

- (d) If Bonds representing more than 90 per cent. of the Outstanding Bonds have been repurchased pursuant to this Clause 10.3 (*Mandatory repurchase due to a Change of Control Event*), the Issuer is entitled to repurchase all the remaining Outstanding Bonds at the price equal to 100 per cent. of the Nominal Amount by notifying the remaining Bondholders of its intention to do so no later than 20 calendar days after the Put Option Repayment Date. Such prepayment may occur at the earliest on the 15<sup>th</sup> calendar day following the date of such notice, which is irrevocable and shall specify the Call Option Repayment Date.

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

If the Issuer is or will be required to gross up any withheld tax imposed by law from any payment in respect of the Bonds under the Finance Documents pursuant to Clause 8.4 (*Taxation*) as a result of a change in applicable law implemented after the date of these Bond Terms, the Issuer will have the right to redeem all, but not only some, of the Outstanding Bonds at a price equal to 100 per cent. of the Nominal Amount. The Issuer shall give written notice of such redemption to the Bond Trustee and the Bondholders at least 20 Business Days prior to the Tax Event Repayment Date, provided that no such notice shall be given earlier than 60 days prior to the earliest date on which the Issuer would be obliged to withhold such tax were a payment in respect of the Bonds then due.

#### **10.5 Mandatory early redemption at the Longstop Date**

If the conditions precedent set out in paragraph (b) of Clause 6.1 (*Conditions precedent for disbursement to the Issuer*) have not been fulfilled and the Net Proceeds have not been applied in accordance with paragraph (a) of Clause 2.3 (*Use of proceeds*) within the Longstop Date, the Issuer shall no later than 5 Business Days after the record date (with the record date being 2 Business Days after the Longstop Date) redeem the Bonds at a price of 101 per cent. of the Nominal Amount plus accrued and unpaid interest, by inter alia applying the funds deposited on the Escrow Account for such redemption.

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

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

The Issuer may purchase and hold Bonds and such Bonds may be retained or sold, but not cancelled, in the Issuer's sole discretion.

#### **11.2 Restrictions**

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

shall not incur any additional liability by complying with its obligations to such Bondholder.

## **12. INFORMATION UNDERTAKINGS**

### **12.1 Financial Reports**

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

### **12.2 Requirements as to Financial Reports**

- (a) The Issuer shall supply to the Bond Trustee, in connection with the publication of its Financial Reports pursuant to Clause 12.1 (*Financial Reports*), a Compliance Certificate with a copy of the applicable Financial Report attached thereto. The Compliance Certificate shall be duly signed by the chief executive officer or the chief financial officer of the Issuer, certifying inter alia that the Financial Report is fairly representing its financial condition as at the date of that Financial Report and setting out (in reasonable detail) computations evidencing compliance with Clause 13.13 (*Financial Covenants*) as at such date. The Issuer shall in the Compliance Certificate delivered in relation to the Annual Financial Statements supply an updated list of Material Subsidiaries.
- (b) The Issuer shall procure that the Financial Reports delivered pursuant to Clause 12.1 (*Financial Reports*) are prepared using GAAP consistently applied.

### **12.3 Change of Control Event**

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

### **12.4 Information: Miscellaneous**

The Issuer shall:

- (a) promptly inform the Bond Trustee in writing of any Event of Default or any event or circumstance which the Issuer understands or could reasonably be expected to understand may lead to an Event of Default and the steps, if any, being taken to remedy it;
- (b) at the request of the Bond Trustee, report the balance of the Issuer's Bonds (to the best of its knowledge, having made due and appropriate enquiries);
- (c) send the Bond Trustee copies of any statutory notifications of the Issuer, including but not limited to in connection with mergers, de-mergers and reduction of the Issuer's share capital or equity;

- (d) if the Bonds are listed on an Exchange, send a copy to the Bond Trustee of its notices to the Exchange;
- (e) if the Issuer and/or the Bonds are rated, inform the Bond Trustee of its and/or the rating of the Bonds, and any changes to such rating;
- (f) inform the Bond Trustee of changes in the registration of the Bonds in the CSD; and
- (g) within a reasonable time, provide such information about the Issuer's and the Group's business, assets and financial condition as the Bond Trustee may reasonably request.

#### **12.5 Incurrence Test**

The Issuer shall upon any event requiring the application of the Incurrence Test prepare and supply a Compliance Certificate to the Bond Trustee. The Compliance Certificate shall contain figures and calculations evidencing (in reasonable detail) compliance with the relevant Incurrence Test.

### **13. GENERAL AND FINANCIAL UNDERTAKINGS**

The Issuer undertakes to (and shall, where applicable, procure that the other Group Companies will) comply with the undertakings set forth in this Clause 13 (*General and financial Undertakings*).

#### **13.1 Authorisations**

The Issuer shall, and shall procure that each other Group Company will, in all material respects obtain, maintain and comply with the terms of any authorisation, approval, license and consent required for the conduct of its business as carried out from time to time if a failure to do so would have Material Adverse Effect.

#### **13.2 Compliance with laws**

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

#### **13.3 Continuation of business**

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

#### **13.4 Corporate status**

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

#### **13.5 Mergers and de-mergers**

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

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

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

#### 13.6 Financial Indebtedness

- (a) Except as permitted under paragraph (b) below, the Issuer shall not, and shall procure that no other Group Company will, incur or allow to remain outstanding any Financial Indebtedness.
- (b) Paragraph (a) above shall not prohibit any Group Company to incur, maintain or prolong any Permitted Financial Indebtedness.

#### 13.7 Negative pledge

- (a) Except as permitted under paragraph (b) below, the Issuer shall not, and shall procure that no other Group Company will, create or allow to subsist, retain, provide, prolong or renew any Security over any of its/their assets (whether present or future).
- (b) Paragraph (a) above does not apply to any Permitted Security.

#### 13.8 Financial support

- (a) Except as permitted under paragraph (b) below, the Issuer shall not, and shall procure that no other Group Company will, be a creditor in respect of any Financial Support to or for the benefit of any person not being a Group Company.
- (b) Paragraph (a) above does not apply to any Permitted Financial Support.

#### 13.9 Disposals

The Issuer shall not, and shall procure that no other Group Company will, sell, transfer or otherwise dispose of all or substantially all of its assets (including shares or other securities in any person) or operations (other than to a Group Company), unless such sale, transfer or disposal is carried out on an arm's length basis and would not have a Material Adverse Effect.

#### 13.10 Related party transactions

Without limiting Clause 13.2 (*Compliance with laws*), the Issuer shall, and shall procure that all other Group Companies will, conduct all business transactions with any related party which is not a Group Company on an arm's length basis.

#### 13.11 Insurances

The Issuer shall, and shall procure that each other Group Company will maintain insurances on and in relation to its material business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business. All insurances must be with reputable independent insurance companies or underwriters.

#### 13.12 Distributions

- (a) The Issuer may declare or make any dividend payment, repurchase of shares or other distributions to its shareholders including servicing or repaying Subordinated Loans (each a "**Distribution**") to the extent that the Distribution in any calendar year does not exceed 50 per cent. of the Issuer's consolidated net profit after taxes according to the Issuer's audited Annual Financial Statements for the previous year and where any

Formatert: Numbering 3

unutilised portion of such net profit may not be carried forward, however always provided that no Event of Default is continuing or would result from a Distribution.

(b) Notwithstanding the above, the Issuer may at any time make one or more Distributions of up to an aggregate of twenty five per cent (25%) of the Issuer's shares in Hexagon Purus.

### 13.13 Financial Covenants

(a) The Issuer shall procure that the Group complies with the financial covenants (“**Financial Covenants**”) in this paragraph (a) at all times.

(i) *Equity Ratio*

The Issuer shall ensure that the Group, on a consolidated basis, maintains an Equity Ratio of minimum 30 per cent.

(ii) *Minimum Liquidity*

The Issuer shall ensure that the Group (on a consolidated basis) maintains Liquidity of minimum NOK 100,000,000.

The Financial Covenants shall be tested on each Quarter Date upon delivery of each Compliance Certificate with reference to the preceding quarter in accordance with Clause 12 (*Information undertakings*).

(b) The Incurrence Test is met if:

(i) no Event of Default is continuing or would result from the relevant event: and

(ii) the Leverage Ratio is less than:

(A) 3.50:1 when relating to a Tap Issue or unsecured Financial Indebtedness in the Issuer with maturity date after the Maturity Date as permitted under paragraph (k) of the definition of Permitted Financial Indebtedness; and

(B) 2.50:1 when relating to an increase in the commitment under or any new commitment under any Secured Facilities (exceeding the commitments in paragraph (a) of the definition of Secured Facilities). The increase of the Secured Facilities shall be tested on a fully drawn basis at the time of facility increase or the new commitment (for the avoidance of doubt, with the maximum commitment applied on all facilities as aggregated under the Secured Facilities). Any subsequent drawdown on the Secured Facilities shall not be subject to compliance with the Incurrence Test.

(iii) The calculation of the Leverage Ratio shall be made as per a testing date determined by the Issuer, falling no earlier than the last day of the period covered by the most recent Financial Report delivered to the Bond Trustee prior to the event relevant for the application of the Incurrence Test.

- (iv) The Leverage Ratio shall be measured on the relevant testing date, and then so that: (i) for the purposes of calculating the Net Debt, the full commitment of any new Financial Indebtedness in respect of which the Incurrence Test is applied shall be taken into account (however, any cash balance resulting from the incurrence of such new Financial Indebtedness shall not reduce the Net Debt) and (ii) the EBITDA shall be calculated as set out below.
- (v) The figures for the EBITDA in respect of any relevant period ending on the last day of the period covered by the most recent Financial Report shall be used for the Incurrence Test, but adjusted so that:
  - (1) entities, assets or operations acquired or disposed of by the Group during that relevant period, or after the end of that relevant period but before the relevant testing date, shall be included or excluded (as applicable) *pro forma* for the entire relevant period; and
  - (2) any entity, asset or operation to be acquired with the proceeds from any new Permitted Financial Indebtedness shall be included *pro forma* for the entire relevant period.

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

##### **14.1 Events of Default**

Each of the events or circumstances set out in this Clause 14.1 shall constitute an Event of Default:

(a) *Non-payment*

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

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

(b) *Breach of other obligations*

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

(c) *Misrepresentation*

Any representation, warranty or statement (including statements in Compliance Certificates) made under or in connection with any Finance Documents is or proves to have been incorrect, inaccurate or misleading in any material respect when made or

deemed to have been made, unless the circumstances giving rise to the misrepresentation are capable of remedy and are remedied within 20 Business Days of the earlier of the Bond Trustee giving notice to the Issuer or the Issuer becoming aware of such misrepresentation.

(d) *Cross default*

If for any Group Company:

- (i) any Financial Indebtedness is not paid when due nor within any 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 however that the aggregate amount of such Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (i) to (iv) above exceeds a total of NOK 30,000,000 (or the equivalent thereof in any other currency).

(e) *Insolvency and insolvency proceedings*

The Issuer or any Material Subsidiary:

- (i) is Insolvent; or
- (ii) is object of any corporate action or any legal proceedings is taken in relation to:
  - (A) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) other than a solvent liquidation or reorganization; or
  - (B) a composition, compromise, assignment or arrangement with any creditor which may materially impair the Issuer's ability to perform its obligations under these Bond Terms; or
  - (C) the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager or other similar officer of any of its assets; or
  - (D) enforcement of any Security over any of its or their assets having an aggregate value exceeding the threshold amount set out in paragraph 14.1 (d) (*Cross default*) above; or

- (E) for (A) - (D) above, any analogous procedure or step is taken in any jurisdiction in respect of any such company,

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

(f) *Creditor's process*

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Issuer and/or any Material Subsidiary having an aggregate value exceeding the threshold amount set out in paragraph 14.1 (d) (*Cross default*) above and is not discharged within 20 Business Days.

(g) *Unlawfulness*

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

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

**14.2 Acceleration of the Bonds**

If an Event of Default has occurred and is continuing, the Bond Trustee may, in its discretion in order to protect the interests of the Bondholders, or upon instruction received from the Bondholders pursuant to Clause 14.3 (*Bondholders' instructions*) below, by serving a Default Notice:

- (a) declare that the Outstanding Bonds, together with accrued interest and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or
- (b) exercise any or all of its rights, remedies, powers or discretions under the Finance Documents or take such further measures as are necessary to recover the amounts outstanding under the Finance Documents.

**14.3 Bondholders' instructions**

The Bond Trustee shall serve a Default Notice pursuant to Clause 14.2 (*Acceleration of the Bonds*) if:

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

#### **14.4 Calculation of claim**

The claim derived from the Outstanding Bonds due for payment as a result of the serving of a Default Notice will be calculated at the call prices set out in Clause 10.2 (*Voluntary early redemption – Call Option*), as applicable at the following dates (and regardless of the Default Repayment Date set out in the Default Notice):

- (a) for any Event of Default arising out of a breach of Clause 14.1 (*Events of Default*) paragraph (a) (*Non-payment*), the claim will be calculated at the call price applicable at the date when such Event of Default occurred; and
- (b) for any other Event of Default, the claim will be calculated at the call price applicable at the date when the Default Notice was served by the Bond Trustee.

However, if the situations described in (a) or (b) above takes place prior to the First Call Date, the calculation shall be based on the call price applicable on the First Call Date.

### **15. BONDHOLDERS' DECISIONS**

#### **15.1 Authority of the Bondholders' Meeting**

- (a) A Bondholders' Meeting may, on behalf of the Bondholders, resolve to alter any of these Bond Terms, including, but not limited to, any reduction of principal or interest and any conversion of the Bonds into other capital classes.
- (b) The Bondholders' Meeting cannot resolve that any overdue payment of any instalment shall be reduced unless there is a pro rata reduction of the principal that has not fallen due, but may resolve that accrued interest (whether overdue or not) shall be reduced without a corresponding reduction of principal.
- (c) The Bondholders' Meeting may not adopt resolutions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders.
- (d) Subject to the power of the Bond Trustee to take certain action as set out in Clause 16.1 (*Power to represent the Bondholders*), if a resolution by, or an approval of, the Bondholders is required, such resolution may be passed at a Bondholders' Meeting. Resolutions passed at any Bondholders' Meeting will be binding upon all Bondholders.
- (e) At least 50 per cent. of the Voting Bonds must be represented at a Bondholders' Meeting for a quorum to be present.
- (f) Resolutions will be passed by simple majority of the Voting Bonds represented at the Bondholders' Meeting, unless otherwise set out in paragraph (g) below.
- (g) Save for any amendments or waivers which can be made without resolution pursuant to Clause 17.1 (*Procedure for amendments and waivers*) paragraph (a), section (i) and (ii), a majority of at least 2/3 of the Voting Bonds represented at the Bondholders' Meeting is required for approval of any waiver or amendment of these Bond Terms.

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

- (a) A Bondholders' Meeting shall be convened by the Bond Trustee upon the request in writing of:

- (i) the Issuer;
- (ii) Bondholders representing at least 1/10 of the Voting Bonds;
- (iii) the Exchange, if the Bonds are listed and the Exchange is entitled to do so pursuant to the general rules and regulations of the Exchange; or
- (iv) the Bond Trustee.

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

- (b) If the Bond Trustee has not convened a Bondholders' Meeting within 10 Business Days after having received a valid request for calling a Bondholders' Meeting pursuant to paragraph (a) above, then the requesting party may call the Bondholders' Meeting itself.
- (c) Summons to a Bondholders' Meeting must be sent no later than 10 Business Days prior to the proposed date of the Bondholders' Meeting. The Summons shall be sent to all Bondholders registered in the CSD at the time the Summons is sent from the CSD. If the Bonds are listed, the Issuer shall ensure that the Summons is published in accordance with the applicable regulations of the Exchange. The Summons shall also be published on the website of the Bond Trustee (alternatively by press release or other relevant information platform).
- (d) Any Summons for a Bondholders' Meeting must clearly state the agenda for the Bondholders' Meeting and the matters to be resolved. The Bond Trustee may include additional agenda items to those requested by the person calling for the Bondholders' Meeting in the Summons. If the Summons contains proposed amendments to these Bond Terms, a description of the proposed amendments must be set out in the Summons.
- (e) Items which have not been included in the Summons may not be put to a vote at the Bondholders' Meeting.
- (f) By written notice to the Issuer, the Bond Trustee may prohibit the Issuer from acquiring or dispose of Bonds during the period from the date of the Summons until the date of the Bondholders' Meeting, unless the acquisition of Bonds is made by the Issuer pursuant to Clause 10 (*Redemption and Repurchase of Bonds*).
- (g) A Bondholders' Meeting may be held on premises selected by the Bond Trustee, or if paragraph (b) above applies, by the person convening the Bondholders' Meeting (however to be held in the capital of the Relevant Jurisdiction). The Bondholders' Meeting will be opened and, unless otherwise decided by the Bondholders' Meeting, chaired by the Bond Trustee. If the Bond Trustee is not present, the Bondholders' Meeting will be opened by a Bondholder and be chaired by a representative elected by the Bondholders' Meeting (the Bond Trustee or such other representative, the "**Chairperson**").
- (h) Each Bondholder, the Bond Trustee and, if the Bonds are listed, representatives of the Exchange, or any person or persons acting under a power of attorney for a Bondholder, shall have the right to attend the Bondholders' Meeting (each a "**Representative**"). The Chairperson may grant access to the meeting to other persons not being Representatives,

unless the Bondholders' Meeting decides otherwise. In addition, each Representative has the right to be accompanied by an advisor. In case of dispute or doubt with regard to whether a person is a Representative or entitled to vote, the Chairperson will decide who may attend the Bondholders' Meeting and exercise voting rights.

- (i) Representatives of the Issuer have the right to attend the Bondholders' Meeting. The Bondholders Meeting may resolve to exclude the Issuer's representatives and/or any person holding only Issuer's Bonds (or any representative of such person) from participating in the meeting at certain times, however, the Issuer's representative and any such other person shall have the right to be present during the voting.
- (j) Minutes of the Bondholders' Meeting must be recorded by, or by someone acting at the instruction of, the Chairperson. The minutes must state the number of Voting Bonds represented at the Bondholders' Meeting, the resolutions passed at the meeting, and the results of the vote on the matters to be decided at the Bondholders' Meeting. The minutes shall be signed by the Chairperson and at least one other person. The minutes will be deposited with the Bond Trustee who shall make available a copy to the Bondholders and the Issuer upon request.
- (k) The Bond Trustee will ensure that the Issuer, the Bondholders and the Exchange are notified of resolutions passed at the Bondholders' Meeting and that the resolutions are published on the website of the Bond Trustee (or other relevant electronically platform or press release).
- (l) The Issuer shall bear the costs and expenses incurred in connection with convening a Bondholders' Meeting regardless of who has convened the Bondholders' Meeting, including any reasonable costs and fees incurred by the Bond Trustee.

### **15.3 Voting rules**

- (a) Each Bondholder (or person acting for a Bondholder under a power of attorney) may cast one vote for each Voting Bond owned on the Relevant Record Date, ref. Clause 3.3 (*Bondholders' rights*). The Chairperson may, in its sole discretion, decide on accepted evidence of ownership of Voting Bonds.
- (b) Issuer's Bonds shall not carry any voting rights. The Chairperson shall determine any question concerning whether any Bonds will be considered Issuer's Bonds.
- (c) For the purposes of this Clause 15 (*Bondholders' decisions*), a Bondholder that has a Bond registered in the name of a nominee will, in accordance with Clause 3.3 (*Bondholders' rights*), be deemed to be the owner of the Bond rather than the nominee. No vote may be cast by any nominee if the Bondholder has presented relevant evidence to the Bond Trustee pursuant to Clause 3.3 (*Bondholders' rights*) stating that it is the owner of the Bonds voted for. If the Bondholder has voted directly for any of its nominee registered Bonds, the Bondholder's votes shall take precedence over votes submitted by the nominee for the same Bonds.
- (d) Any of the Issuer, the Bond Trustee and any Bondholder has the right to demand a vote by ballot. In case of parity of votes, the Chairperson will have the deciding vote.

#### 15.4 Repeated Bondholders' Meeting

- (a) Even if the necessary quorum set out in paragraph (d) of Clause 15.1 (*Authority of the Bondholders' Meeting*) is not achieved, the Bondholders' Meeting shall be held and voting completed for the purpose of recording the voting results in the minutes of the Bondholders' Meeting. The Bond Trustee or the person who convened the initial Bondholders' Meeting may, within 10 Business Days of that Bondholders' Meeting, convene a repeated meeting with the same agenda as the first meeting.
- (b) The provisions and procedures regarding Bondholders' Meetings as set out in Clause 15.1 (*Authority of the Bondholders' Meeting*), Clause 15.2 (*Procedure for arranging a Bondholders' Meeting*) and Clause 15.3 (*Voting rules*) shall apply *mutatis mutandis* to a repeated Bondholders' Meeting, with the exception that the quorum requirements set out in paragraph (d) of Clause 15.1 (*Authority of the Bondholders' Meeting*) shall not apply to a repeated Bondholders' Meeting. A Summons for a repeated Bondholders' Meeting shall also contain the voting results obtained in the initial Bondholders' Meeting.
- (c) A repeated Bondholders' Meeting may only be convened once for each original Bondholders' Meeting. A repeated Bondholders' Meeting may be convened pursuant to the procedures of a Written Resolution in accordance with Clause 15.5 (*Written Resolutions*), even if the initial meeting was held pursuant to the procedures of a Bondholders' Meeting in accordance with Clause 15.2 (*Procedure for arranging a Bondholders' Meeting*) and vice versa.

#### 15.5 Written Resolutions

- (a) Subject to these Bond Terms, anything which may be resolved by the Bondholders in a Bondholders' Meeting pursuant to Clause 15.1 (*Authority of the Bondholders' Meeting*) may also be resolved by way of a Written Resolution. A Written Resolution passed with the relevant majority is as valid as if it had been passed by the Bondholders in a Bondholders' Meeting, and any reference in any Finance Document to a Bondholders' Meeting shall be construed accordingly.
- (b) The person requesting a Bondholders' Meeting may instead request that the relevant matters are to be resolved by Written Resolution only, unless the Bond Trustee decides otherwise.
- (c) The Summons for the Written Resolution shall be sent to the Bondholders registered in the CSD at the time the Summons is sent from the CSD and published at the Bond Trustee's web site, or other relevant electronic platform or via press release.
- (d) The provisions set out in Clause 15.1 (*Authority of the Bondholders' Meeting*), 15.2 (*Procedure for arranging a Bondholder's Meeting*), Clause 15.3 (*Voting Rules*) and Clause 15.4 (*Repeated Bondholders' Meeting*) shall apply *mutatis mutandis* to a Written Resolution, except that:
  - (i) the provisions set out in paragraphs (g), (h) and (i) of Clause 15.2 (*Procedure for arranging Bondholders Meetings*); or
  - (ii) provisions which are otherwise in conflict with the requirements of this Clause 15.5 (*Written Resolution*),

shall not apply to a Written Resolution.

- (e) The Summons for a Written Resolution shall include:
  - (i) instructions as to how to vote to each separate item in the Summons (including instructions as to how voting can be done electronically if relevant); and
  - (ii) the time limit within which the Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority (the “**Voting Period**”), which shall be at least 10 Business Days but not more than 15 Business Days from the date of the Summons.
- (f) Only Bondholders of Voting Bonds registered with the CSD on the Relevant Record Date, or the beneficial owner thereof having presented relevant evidence to the Bond Trustee pursuant to Clause 3.3 (*Bondholders’ rights*), will be counted in the Written Resolution.
- (g) A Written Resolution is passed when the requisite majority set out in paragraph (e) or paragraph (f) of Clause 15.1 (*Authority of Bondholders’ Meeting*) has been obtained, based on a quorum of the total number of Voting Bonds, even if the Voting Period has not yet expired. A Written Resolution will also be resolved if the sufficient numbers of negative votes are received prior to the expiry of the Voting Period.
- (h) The effective date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being obtained.
- (i) If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the close of business on the last day of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in paragraphs (e) to (g) of Clause 15.1 (*Authority of Bondholders’ Meeting*).

## **16. THE BOND TRUSTEE**

### **16.1 Power to represent the Bondholders**

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

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

- (a) The Bond Trustee shall represent the Bondholders in accordance with the Finance Documents, including, inter alia, by following up on the delivery of any Compliance Certificates and such other documents which the Issuer is obliged to disclose or deliver

to the Bond Trustee pursuant to the Finance Documents and, when relevant, in relation to accelerating and enforcing the Bonds on behalf of the Bondholders.

- (b) The Bond Trustee is not obligated to assess or monitor the financial condition of the Issuer unless to the extent expressly set out in these Bond Terms, or to take any steps to ascertain whether any Event of Default has occurred. Until it has actual knowledge to the contrary, the Bond Trustee is entitled to assume that no Event of Default has occurred. The Bond Trustee is not responsible for the valid execution or enforceability of the Finance Documents, or for any discrepancy between the indicative terms and conditions described in any marketing material presented to the Bondholders prior to issuance of the Bonds and the provisions of these Bond Terms.
- (c) The Bond Trustee is entitled to take such steps that it, in its sole discretion, considers necessary or advisable to protect the rights of the Bondholders in all matters pursuant to the terms of the Finance Documents. The Bond Trustee may submit any instructions received by it from the Bondholders to a Bondholders' Meeting before the Bond Trustee takes any action pursuant to the instruction.
- (d) The Bond Trustee is entitled to engage external experts when carrying out its duties under the Finance Documents.
- (e) The Bond Trustee shall hold all amounts recovered on behalf of the Bondholders on separated accounts.
- (f) The Bond Trustee will ensure that resolutions passed at the Bondholders' Meeting are properly implemented, provided, however, that the Bond Trustee may refuse to implement resolutions that may be in conflict with these Bond Terms, any other Finance Document, or any applicable law.
- (g) Notwithstanding any other provision of the Finance Documents to the contrary, the Bond Trustee is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- (h) If the cost, loss or liability which the Bond Trustee may incur (including reasonable fees payable to the Bond Trustee itself) in:
  - (i) complying with instructions of the Bondholders; or
  - (ii) taking any action at its own initiative,

will not, in the reasonable opinion of the Bond Trustee, be covered by the Issuer or the relevant Bondholders pursuant to paragraphs (e) and (g) of Clause 16.4 (*Expenses, liability and indemnity*), the Bond Trustee may refrain from acting in accordance with such instructions, or refrain from taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.

- (i) The Bond Trustee shall give a notice to the Bondholders before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Bond Trustee under the Finance Documents.

- (j) The Bond Trustee may instruct the CSD to split the Bonds to a lower nominal amount in order to facilitate partial redemptions, restructuring of the Bonds or other situations.

### **16.3 Equality and conflicts of interest**

- (a) The Bond Trustee shall not make decisions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders. The Bond Trustee shall, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- (b) The Bond Trustee may act as agent, trustee, representative and/or security agent for several bond issues relating to the Issuer notwithstanding potential conflicts of interest. The Bond Trustee is entitled to delegate its duties to other professional parties.

### **16.4 Expenses, liability and indemnity**

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

and for as long as any amounts are outstanding under or pursuant to the Finance Documents.

- (f) The Issuer shall cover all costs and expenses incurred by the Bond Trustee in connection with it fulfilling its obligations under the Finance Documents. The Bond Trustee is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents. The Bond Trustee's obligations under the Finance Documents are conditioned upon the due payment of such fees and indemnifications. The fees of the Bond Trustee will be further set out in the Bond Trustee Fee Agreement.
- (g) The Issuer shall on demand by the Bond Trustee pay all costs incurred for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event or circumstance which the Bond Trustee reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer or any of the Finance Documents which the Bond Trustee reasonably believes may constitute or lead to a breach of any of the Finance Documents or otherwise be detrimental to the interests of the Bondholders under the Finance Documents.
- (h) Fees, costs and expenses payable to the Bond Trustee which are not reimbursed in any other way due to an Event of Default, the Issuer being Insolvent or similar circumstances pertaining to the Issuer, may be covered by making an equal reduction in the proceeds to the Bondholders hereunder of any costs and expenses incurred by the Bond Trustee in connection therewith. The Bond Trustee may withhold funds from any escrow account (or similar arrangement) or from other funds received from the Issuer or any other person, irrespective of such funds being subject to Transaction Security, and to set-off and cover any such costs and expenses from those funds.
- (i) As a condition to effecting any instruction from the Bondholders (including, but not limited to, instructions set out in Clause 14.3 (*Bondholders' instructions*) or Clause 15.2 (*Procedure for arranging a Bondholders' Meeting*)), the Bond Trustee may require satisfactory Security, guarantees and/or indemnities for any possible liability and anticipated costs and expenses from those Bondholders who have given that instruction and/or who voted in favour of the decision to instruct the Bond Trustee.

#### **16.5 Replacement of the Bond Trustee**

- (a) The Bond Trustee may be replaced by a majority of 2/3 of Voting Bonds in accordance with the procedures set out in Clause 15 (*Bondholders' Decisions*), and the Bondholders may resolve to replace the Bond Trustee without the Issuer's approval.
- (b) The Bond Trustee may resign by giving notice to the Issuer and the Bondholders, in which case a successor Bond Trustee shall be elected pursuant to this Clause 16.5 (*Replacement of the Bond Trustee*), initiated by the retiring Bond Trustee.
- (c) If the Bond Trustee is Insolvent, or otherwise is permanently unable to fulfil its obligations under these Bond Terms, the Bond Trustee shall be deemed to have resigned and a successor Bond Trustee shall be appointed in accordance with this Clause 16.5 (*Replacement of the Bond Trustee*). The Issuer may appoint a temporary Bond Trustee until a new Bond Trustee is elected in accordance with paragraph (a) above.

- (d) The change of Bond Trustee shall only take effect upon execution of all necessary actions to effectively substitute the retiring Bond Trustee, and the retiring Bond Trustee undertakes to co-operate in all reasonable manners without delay to such effect. The retiring Bond Trustee shall be discharged from any further obligation in respect of the Finance Documents from the change takes effect, but shall remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Bond Trustee. The retiring Bond Trustee remains entitled to any benefits and any unpaid fees or expenses under the Finance Documents before the change has taken place.
- (e) Upon change of Bond Trustee the Issuer shall co-operate in all reasonable manners without delay to replace the retiring Bond Trustee with the successor Bond Trustee and release the retiring Bond Trustee from any future obligations under the Finance Documents and any other documents.

## **17. AMENDMENTS AND WAIVERS**

### **17.1 Procedure for amendments and waivers**

- (a) The Issuer and the Bond Trustee (acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive a past default or anticipated failure to comply with any provision in a Finance Document, provided that:
  - (i) such amendment or waiver is not detrimental to the rights and benefits of the Bondholders in any material respect, or is made solely for the purpose of rectifying obvious errors and mistakes;
  - (ii) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
  - (iii) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 15 (*Bondholders' Decisions*).
- (b) Any changes to these Bond Terms necessary or appropriate in connection with the appointment of a security agent other than the Bond Trustee shall be documented in an amendment to these Bond Terms, signed by the Bond Trustee (in its discretion). If so desired by the Bond Trustee, any or all of the Transaction 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.

### **17.2 Authority with respect to documentation**

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

### **17.3 Notification of amendments or waivers**

- (a) The Bond Trustee shall as soon as possible notify the Bondholders of any amendments or waivers made in accordance with this Clause 17 (*Amendments and waivers*), setting out the date from which the amendment or waiver will be effective, unless such notice

according to the Bond Trustee's sole discretion is unnecessary. The Issuer shall ensure that any amendment to these Bond Terms is duly registered with the CSD.

- (b) Prior to agreeing to an amendment or granting a waiver in accordance with Clause 17.1(a)(i) (*Procedure for amendments and waivers*), the Bond Trustee may inform the Bondholders of such waiver or amendment at a relevant information platform.

## **18. MISCELLANEOUS**

### **18.1 Limitation of claims**

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

### **18.2 Access to information**

- (a) These Bond Terms will be made available to the public and copies may be obtained from the Bond Trustee or the Issuer. The Bond Trustee will not have any obligation to distribute any other information to the Bondholders or any other person, and the Bondholders have no right to obtain information from the Bond Trustee, other than as explicitly stated in these Bond Terms or pursuant to statutory provisions of law.
- (b) In order to carry out its functions and obligations under these Bond Terms, the Bond Trustee will have access to the relevant information regarding ownership of the Bonds, as recorded and regulated with the CSD.
- (c) The information referred to in paragraph (b) above may only be used for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

### **18.3 Notices, contact information**

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

- (a) The Issuer's written notifications to the Bondholders will be sent to the Bondholders via the Bond Trustee or through the CSD with a copy to the Bond Trustee and the Exchange (if the Bonds are listed).
- (b) Notwithstanding paragraph (a) above and provided that such written notification does not require the Bondholders to take any action under the Finance Documents, the Issuer's written notifications to the Bondholders may be published by the Bond Trustee on a relevant information platform only.
- (c) Unless otherwise specifically provided, all notices or other communications under or in connection with these Bond Terms between the Bond Trustee and the Issuer will be given or made in writing, by letter, e-mail or fax. Any such notice or communication will be deemed to be given or made as follows:
  - (i) if by letter, when delivered at the address of the relevant party;

- (ii) if by e-mail, when received;
  - (iii) if by fax, when received; and
  - (iv) if by publication on a relevant information platform, when published.
- (d) The Issuer and the Bond Trustee shall each ensure that the other party is kept informed of changes in postal address, e-mail address, telephone and fax numbers and contact persons.
- (e) When determining deadlines set out in these Bond Terms, the following will apply (unless otherwise stated):
- (i) if the deadline is set out in days, the first day of the relevant period will not be included and the last day of the relevant period will be included;
  - (ii) if the deadline is set out in weeks, months or years, the deadline will end on the day in the last week or the last month which, according to its name or number, corresponds to the first day the deadline is in force. If such day is not a part of an actual month, the deadline will be the last day of such month; and
  - (iii) if a deadline ends on a day which is not a Business Day, the deadline is postponed to the next Business Day.

#### 18.4 Defeasance

- (a) Subject to paragraph (b) below and provided that:
- (i) an amount sufficient for the payment of principal and interest on the Outstanding Bonds to the relevant Repayment Date (including, to the extent applicable, any premium payable upon exercise of a Call Option), and always subject to paragraph (c) below (the “**Defeasance Amount**”) is credited by the Issuer to an account in a financial institution acceptable to the Bond Trustee (the “**Defeasance Account**”);
  - (ii) the Defeasance Account is irrevocably pledged and blocked in favour of the Bond Trustee on such terms as the Bond Trustee shall request (the “**Defeasance Pledge**”); and
  - (iii) the Bond Trustee has received such legal opinions and statements reasonably required by it, including (but not necessarily limited to) with respect to the validity and enforceability of the Defeasance Pledge,
- then the Issuer will be relieved from its obligations under Clause 12.2 (*Requirements as to Financial Reports*) paragraph (a), Clause 12.3 (*Change of Control Event*), Clause 12.4 (*Information: Miscellaneous*) and Clause 13 (*General and financial undertakings*);
- (b) The Bond Trustee shall be authorised to apply any amount credited to the Defeasance Account towards any amount payable by the Issuer under any Finance Document on the due date for the relevant payment until all obligations of the Issuer and all amounts outstanding under the Finance Documents are repaid and discharged in full.

- (c) The Bond Trustee may, if the Defeasance Amount cannot be finally and conclusively determined, decide the amount to be deposited to the Defeasance Account in its discretion, applying such buffer amount as it deems necessary.

A defeasance established according to this Clause 18.4 may not be reversed.

## **19. GOVERNING LAW AND JURISDICTION**

### **19.1 Governing law**

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

### **19.2 Main jurisdiction**

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

### **19.3 Alternative jurisdiction**

Clause 19 (*Governing law and jurisdiction*) is for the exclusive benefit of the Bond Trustee and the Bondholders and the Bond Trustee have the right:

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

-----000-----

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

**SIGNATURES:**

<b>The Issuer:</b> HEXAGON COMPOSITES ASA  .....  By:  Position:	<b>The Bond Trustee:</b> NORDIC TRUSTEE AS  .....  By:  Position:
---	--

**ATTACHMENT 1  
COMPLIANCE CERTIFICATE**

[date]

**Hexagon Composites ASA FRN senior unsecured bonds 2019/2023 ISIN NO 0010846280**

We refer to the Bond Terms for the above captioned Bonds made between Nordic Trustee AS as Bond Trustee on behalf of the Bondholders and the undersigned as Issuer. Pursuant to Clause [12.2] / [12.5] of the Bond Terms a Compliance Certificate shall be issued [in connection with each delivery of Financial Reports to the Bond Trustee] [each time an Incurrence Test is made].

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

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

With reference to Clause 12.2 (*Requirements as to Financial Reports*) we hereby certify that all information delivered under cover of this Compliance Certificate is true and accurate and there has been no material adverse change to the financial condition of the Issuer since the date of the last accounts or the last Compliance Certificate submitted to you. Copies of our latest consolidated [Annual Financial Statements] / [Interim Accounts] are enclosed.

[The Financial Covenants set out in Clause 13.13 (*Financial Covenants*) are met, please see the calculations and figures in respect of the ratios attached hereto.]

[The Incurrence Test set out in Clause 13.13 (*Financial Covenants*) is met, please see the calculations and figures in respect of the ratios attached hereto.]

[With reference to Clause 12.2 (*Requirements as to Financial Reports*) we hereby nominate the following Material Subsidiaries:

[ ]

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

Yours faithfully,  
HEXAGON COMPOSITES ASA

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

*Enclosure: Financial Reports; [and any other written documentation]*

**ATTACHMENT 2**  
**RELEASE NOTICE – ESCROW ACCOUNT**

[date]

**Hexagon Composites ASA FRN senior unsecured bonds 2019/2023 ISIN NO 0010846280**

We refer to the Bond Terms for the above captioned Bonds made between Nordic Trustee AS as Bond Trustee on behalf of the Bondholders and the undersigned as Issuer.

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

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 Terms, and request you to instruct the bank to release the above mentioned amount.

We hereby represent and warrant that (i) no Event of Default has occurred and is continuing or is likely to occur as a result of the release from the Escrow Account, and (ii) we repeat the representations and warranties set out in the Bond Terms as being still true and accurate in all material respects at the date hereof.

Yours faithfully,  
HEXAGON COMPOSITES ASA

\_\_\_\_\_  
Name of authorized person

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

Summary Report	
Title	<b>compareDocs Comparison Results</b>
Date & Time	08.10.2020 08:00:22
Comparison Time	8,61 seconds
compareDocs version	v5.0.0.64

Sources	
Original Document	[#8248888] [v1] #12350454v8_LIVE_ - Project Liger - Bond Terms (Execution Version).docx
Modified Document	[#8248885] [v1] Pure - Amended and restated Bond Terms - Draft 7 October 2020.docx

Comparison Statistics	
Insertions	9
Deletions	2
Changes	1
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	12

Word Rendering Set Markup Options	
Name	
Insertions	
Deletions	
Moves / Moves	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark outside border.
Comments color	By Author.
Balloons	True

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Flatten Field Codes	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print
Remove Personal Information	Word	False

**SCHEDULE 2 – VOTING FORM****Written Bondholders' Resolution****ISIN NO 0010846280 Hexagon Composites ASA FRN senior unsecured NOK 1,500,000,000 bonds 2019/2023**

The undersigned holder or authorised person/entity, votes either in favour of or against the Proposed Resolution in the notice of a written resolution dated 08.10.2020

- In favour** of the Proposal
- Against** the Proposal

ISIN <b>ISIN NO 0010683832</b>	Amount of bonds owned
Custodian name	Account number at Custodian
Company	Day time telephone number
	E-mail:

Enclosed to this form is the complete printout from our custodian/VPS,<sup>2</sup> verifying our bondholding in the bond issue as of \_\_\_\_\_.

We acknowledge that Nordic Trustee AS in relation to the Written Resolution for verification purposes may obtain information regarding our holding of Bonds on the above stated account in the securities register VPS.

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Authorised signature

**Return:**

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

Telefax: +47 22 87 94 10  
Tel: +47 22 87 94 00  
mailto: [mail@nordictrustee.no](mailto:mail@nordictrustee.no)

<sup>2</sup> If the bonds are held in custody other than in the VPS, an evidence provided from the custodian – confirming that (i) you are the owner of the Bonds, (ii) in which account number the Bonds are hold, and (iii) the amount of Bonds owned.