

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

To the Bondholders in:

ISIN: NO0011057622 – ShaMaran Petroleum Corp. 12% senior unsecured USD 300,000,000 bond 2021/2027

27 March 2025

SUMMONS FOR A WRITTEN RESOLUTION

Nordic Trustee AS (the “**Bond Trustee**”) acts as bond trustee for the bondholders (the “**Bondholders**”) in the above-mentioned bond issue (the “**Bonds**” or the “**Bond Issue**”) issued by ShaMaran Petroleum Corp. as issuer (the “**Issuer**”) pursuant to the bond terms dated 27 July 2021 (as amended) (the “**Bond Terms**”).

All capitalised terms used, but not defined herein, shall have the same meaning assigned to them in the Bond Terms (including, as relevant, the Amended and Restated Bond Terms (as defined below)). References to Clauses and paragraphs are references to Clauses and paragraphs of the Bond Terms.

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

1. Background

Reference is made to the summons dated 27 May 2024 pursuant to which the Issuer notified the Bondholders of an expected improved cash flow. Pursuant to the Bond Terms all Excess Cash shall be used by the Issuer towards repayment of the Bonds. Following the closing of the previously announced Atrush transaction and subsequent strong production increase in the field, the Issuer has experienced a significant rise in cash flow, exceeding the expectations from the spring / summer of 2024. The combination of a higher working interest at Atrush (from 27.6% to 50%) and stronger production and sales volumes, provides a backdrop whereby the Issuer has and is expecting that in the future will be obliged under the existing Bond Terms (cash sweep mechanism) to repay the Bond at a faster rate than originally anticipated. If the export pipeline reopens, the Issuer expects its cash flow to grow even stronger and could potentially repay the Bond in full in a very short period of time.

The accelerated cash flow will significantly shorten the Bond duration while the credit profile of the Issuer gets even stronger, opening up either full repayment or attractive refinancing opportunities for the Issuer. A number of Bondholders have expressed an interest in the Issuer potentially delaying some of the repayments (so they can continue earning an attractive current yield) while providing the Issuer with additional flexibility in line with its improving credit profile.

In light of these developments, the Issuer is proposing certain amendments to the terms of the Bonds, including a relaxation of the cash sweep mechanism rules, a two-year extension of the maturity date of the Bonds from its current maturity date in July 2027 to July 2029 while

keeping the attractive 12.0% coupon for investors and a matching extension of the call schedule of the Bonds. The proposed amendments will enable the Issuer to continue repaying and/or derisking the Bonds in an accelerated fashion, while at the same time enabling the Issuer more flexibility on the overall usage of cash flow for new growth opportunities or up to 50% of cash flow for Distributions (subject to Incurrence Test).

The Proposal entails exchanging the existing *mandatory* cash sweep mechanism with a *voluntary* cash sweep mechanism whereby up to 100% of the quarterly Free Cash Flow may be used to redeem Bonds at 100% of the Nominal Amount (plus accrued interest on the redeemed amount), in each financial quarter following the publication of quarterly Interim Accounts. In addition, the Proposal also entails an amendment to the dividend restrictions whereby the Issuer may make Distributions quarterly (i) in an amount up to 50% of the quarterly Free Cash Flow if the Outstanding Bond amount is USD 100,000,000 or above, and (ii) in an amount equalling up to 75% of the quarterly Free Cash Flow after the Outstanding Bond amount is lower than USD 100,000,000. The sum of Bonds redeemed and Distribution in any quarter may not exceed 100% of the Free Cash Flow for any given quarter and with no carry-forward of unused Distribution capacity.

The proposed changes have the potential to extend the duration of the existing Bond (enabling holders to continue earning an attractive yield for longer) by providing the Issuer with a straightforward mechanism for gaining additional flexibility over its cash flow utilisation. The Issuer may use the additional flexibility to continue participating in further consolidation among oil and gas producers present in the Kurdistan region of Iraq (or other jurisdictions in line with the Company's strategy), to repay the subordinated Nemesia loan (the most expensive debt in the capital structure) and to initiate capital returns to its shareholders.

The Issuer has an established M&A track-record in the region and intends to continue pursuing a consolidation strategy. In line with precedent and the Issuer's long-standing M&A strategy, the Issuer will continue to restrict any investments to operational fields and newly producing assets that are already generating positive cash flow and will prioritize share transactions.

A number of the Issuer's peers have a capital distribution policy in place for their shareholders and the Issuer has previously stated publicly that it intend to initiate such a policy in the future. Whereas the proposal potentially brings forward in time the flexibility for the Issuer to do so, it also limits its ability to make distributions to equity while the Outstanding Bond amount is above the existing thresholds set out in the Bond terms.

In addition to the above points, the Issuer is seeking the ability to carry out certain corporate structuring activities aimed at reducing costs and streamlining operational matters (Permitted Change).

2. Proposal

Amendments:

Based on the above, the Issuer has requested the Bond Trustee to summon a Written Resolution to propose that the Bondholders resolve to approve (i) amendments to the Bond Terms and so that the Bond Terms shall be amended and restated in the form set out in the proposed amended

and restated Bond Terms (the “**Amended and Restated Bond Terms**”) attached to this Summons as Schedule 2 (*Amended and Restated Bond Terms*) and (ii) such amendments, supplements and/or modifications to the other Finance Documents as are necessary, incidental or advisable in relation to the amendments to the Bond Terms, in each case so that the coming into effect of the amendments, amendments and restatements, supplements and/or modifications to the Finance Documents set out in foregoing (collectively, the “**Amendments**”) shall be contingent on the satisfaction of the conditions precedent listed below (collectively, the “**Proposal**”).

The key amendments to the Bond Terms are summarized below (however, Bondholders are advised to read and review the entire Amended and Restate Bond Terms for context, full wording and to see all amendments) (references to paragraphs and clauses and refereces to paragraphs and clauses in the Bond Terms):

- (i) *Extension of the Maturity Date by two years*: New Maturity Date is 30 July 2029.
- (ii) *EBITDA*: Paragraph (c) of the EBITDA definition shall be amended to include non cash expenses in relation to the Issuer's share-based compensation schemes.
- (iii) *Permitted Change*: The Issuer is contemplating re-domicilation to Cayman Islands or Bermuda.
- (iv) *Atrush* : definition of "Atrush PSC" definition to reflect the increase in working interest in Atrush from 27.6% to 50% and the "Significant Asset Disposal Event" definition accordingly.
- (v) *New voluntary cash sweep*: The existing mandatory cash sweep mechanism pursuant to Clause 10.1 (*Redemption of Bonds and Cash Sweep*) will be removed and be replaced by a voluntary right for the Issuer to redeem the Bonds on certain conditions.
- (vi) *Call Options*: The provision regulating the voluntary early redemption in Clause 10.2 (*Voluntary early redemption – Call Option*) will be amended and pushed out in time to reflect the extended tenor of the Bonds.
- (vii) *Requirements as to Financial Reports*: As a consequence of the Issuer's obligation to specify its Free Cash Flow and whether any redemption shall occur or distribution shall be made, adjustments of Clause 12.2 (*Requirements as to Financial Reports*).
- (viii) *Dividend Restrictions*: The Dividend restrictions in Clause 14.1 (*Dividend restrictions*) of the Bond Terms will be amended to allow for larger amounts of Distributions.
- (ix) *Acquisition restrictions*: The restrictions of the Issuer whereby it undertakes to not acquire new oil and gas assets for cash, unless funded by the proceeds of new cash equity or new Subordinated Loans in Clause 14.4 (*Restrictions with respect to acquisition of new Hydrocarbon Assets*) shall be removed.

- (x) *Incurrence Test*: The provision with regard to the Incurrence Test in Clause 14.17.2. (*Incurrence Test*) paragraph (a) subsection (iii) shall be amended by removing the requirement for a certain minimum Net Debt after a Distribution.

Conditions precedent:

The coming into effect of the Amendments is conditional on the satisfaction of the following conditions precedent (as determined by the Bond Trustee):

- (i) the Proposal receiving the required affirmative vote by the Bondholders;
- (ii) the Issuer having completed the scheduled cash sweep (as set out in Clause 10.1 (*Redemption of Bonds and Cash Sweep*) of the Bond Terms prior to giving effect to the Amendments)) for the Interest Payment Date occurring on 30 April 2025 (as calculated on the Cash Sweep Date occurring on 5 April 2025);
- (iii) the execution by the relevant parties of such amendment agreements, amendment and restatement agreements, supplemental agreements and security/guarantee confirmations to the Finance Documents or related thereto as shall be required to give full effect to the Amendments (as determined by the Bond Trustee); and
- (iv) the receipt by the Bond Trustee of customary (as determined by the Bond Trustee) corporate documents, formalities documents and legal opinions related to the Issuer, Guarantor and the Finance Documents.

3. Evaluation of the Proposal

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.

4. Further information

The Issuer has retained Pareto Securities AS as Manager (the “**Manager**”). Bondholders may contact the Manager for further information, including information related to take part of the Tender Offer, as set out below:

Petter Sagfossen – Investment Banking: +47 2287 8748 / petters@paretosec.com
Petter Omsted – DCM: +47 2287 8777 / petter.omsted@paretosec.com

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

The Issuer has discussed the Proposal with the largest Bondholders, and has received support for the Proposal from a majority of the Bondholders.

For further questions to the Bond Trustee, please contact the Bond Trustee through e-mail: andersen@nordictrustee.com.

5. Written Resolution

Bondholders are hereby provided with a voting request for a Bondholders' Resolution pursuant to Clause 16.5 (*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 approve the Proposal as described in section 2 (Proposal) of this Summons.

The Bond Trustee is hereby authorized 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."

* * * *

Voting Period: The Voting Period shall expire ten (10) Business Days after the date of this Summons, being on 10 April 2025 at 16:00 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 1), 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.com.

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; or (b) (i) a quorum representing at least 50% of the total number of Voting Bonds submits a timely response to the Summons 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 Summons.

If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the expiry of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in Clause 16.1 (*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.

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


Jørgen Andersen

Enclosed:

Schedule 1: Voting form

Schedule 2: Amended and Restated Bond Terms

Schedule 1: Voting Form

ISIN: NO 0011057622

ShaMaran Petroleum Corp. 12% senior unsecured USD 300,000,000
bond 2021/2027

The undersigned holder or authorised person/entity, votes in the following manner to the Proposed Resolution as defined in the Notice of a Written Resolution dated 27 March 2025

In favour of the Proposed Resolution

Against the Proposed Resolution

ISIN NO 0011057622	Amount of bonds owned
Custodian Name	Account number at Custodian
Bondholder	Day time telephone number
	E-mail

Enclosed to this form is the complete printout from our custodian/VPS¹, verifying our bondholding in the bond issue as of _____.

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

We consent to the following information being shared with the issuer's advisor (the Advisor):

Our identity and amounts of Bonds owned

Our vote

Place, date

Authorised signature

Return by mail:

*Nordic Trustee AS
PO Box 1470 Vika
N-0116 Oslo
Norway*

Telephone: +47 22 87 94 00

E-mail: mail@nordictrustee.com

¹ If the Bonds are held in custody other than in the VPS, evidence provided from the custodian confirming that (i) you are the owner of the Bonds, (ii) in which account number the Bonds are held, and (iii) the amount of Bonds owned.

Schedule 2: Amended and Restated Bond Terms

Draft

AMENDED AND RESTATED

BOND TERMS

FOR

ShaMaran Petroleum Corp. 12% senior unsecured USD 300,000,000 bonds ~~2021/2027~~

2021/2029 ISIN NO 0011057622

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ATTACHMENT 1 COMPLIANCE CERTIFICATE

BOND TERMS between	
ISSUER:	ShaMaran Petroleum Corp., a company existing under the laws of British Columbia, Canada with registration number BC0778647 and LEI-code 529900227RVB89NZH924 and
BOND TRUSTEE:	Nordic Trustee AS, a company existing under the laws of Norway with registration number 963 342 624 and LEI-code 549300XAKTM2BMKIPT85.
DATED:	[DATE]Originally dated [**].
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:

"**Acceptable Bank**" means a bank or financial institution which has a rating for its long-term unsecured and non-credit-enhanced debt obligations of BBB+ or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or Baa1 or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognized credit rating agency.

"**Accounting Standard**" means IFRS.

"**Acquired Financial Indebtedness**" means Financial Indebtedness incurred as a result of any Group Company acquiring another entity (or operations) and which is due to such acquired entity owing such Financial Indebtedness prior to the completion of the acquisition and where such Financial Indebtedness was not put in place or increased in anticipation of the acquisition.

"**Acquisition**" means the acquisition by the Issuer of the entire share capital in TEPKRI (as defined in the Original Bond Terms, referred to as SNM Sarsang in these Amended and Restated Bond Terms) from TOTAL (as defined in the Original Bond Terms), as set out in the SPA.

"**Additional Permitted Bond Issue**" means an issuance of bonds made by the Issuer and where such bond issue does not mature prior to one month after the Maturity Date and which does not contain any scheduled amortisation.

"**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 over that person (directly or indirectly).

"**Amended and Restated Bond Terms**" means these Bond Terms as amended and restated pursuant to the Amendment and Restatement ~~Agreement~~Agreements.

"**Amendment and Restatement Agreements**" means each of the Amendment and Restatement Agreement 1 and Amendment and Restatement Agreement 2.

"**Amendment and Restatement Agreement 1**" means the amendment and restatement agreement entered into between the Issuer and the Bond Trustee (on behalf of itself and the Bondholders) dated 27 June 2024.

"**Amendment and Restatement Agreement 2**" means the amendment and restatement agreement entered into between the Issuer and the Bond Trustee (on behalf of itself and the Bondholders) dated [**].

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

"**Asset Coverage Ratio**" means the ratio of Reserve Value to Net Debt.

"**Atrush Assets**" means, with respect to the Atrush PSC, the following agreements and assets:

- (a) the relevant facilities and infrastructure used for the extraction, production, storage and transportation of oil and gas;
- (b) joint operating agreements;
- (c) agreements relating to the transportation, processing and storage of hydrocarbon production;
- (d) agreements for sale or marketing of hydrocarbon production; and
- (e) any other material agreements directly linked to the Atrush PSC.

"**Atrush Block**" means the Atrush block contract area as defined in the Atrush PSC, covering an area of 269 km² and located approximately 85 km northwest of Erbil, the capital of the Kurdistan Region of Iraq.

"**Atrush JOA**" the "Joint Operating Agreement" between GEP and its partners dated 30 November 2011, the "First Amendment to Joint Operating Agreement" between GEP and its partners dated 31 December 2012, the "Second Amendment to Joint Operating Agreement" between GEP and its partners dated 7 November 2016, the "Third Amendment to Joint Operating Agreement" between GEP and its partners dated 12 October 2017, and the "Fourth Amendment to Joint Operating Agreement" between GEP and its partners dated 30 May 2019, all relating to the Atrush Block.

"**Atrush PSC**" means the production sharing contract between GEP and the Kurdistan Regional Government of Iraq under which GEP holds a working interest of ~~27.6~~50.00%; named "Production Sharing Contract, Atrush Block, Kurdistan Region between The Kurdistan Regional Government of Iraq and General Exploration Partners, Inc." dated 10 November 2007, "First Amendment" dated 1 August 2010, "TPI Assignment, Novation, and Second Amendment Agreement" dated 20 October 2010, "Assignment, Novation, Third Amendment Agreement" dated 31 December 2012 and "Assignment, Novation, and Fourth Amendment Agreement" dated 7 November 2016 and "Assignment, Novation and Fifth Amendment Agreement" dated 30 May 2019.

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

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Bond Terms**" means these terms and conditions, including all Attachments which 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 the services provided by the Bond Trustee 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 16 (*Bondholders' Decisions*).

"**Bonds**" means (i) the debt instruments issued by the Issuer pursuant to these Bond Terms and (ii) any overdue and unpaid principal which has been issued under a separate ISIN in accordance with the regulations of the CSD from time to time.

"**Business Day**" means a day on which both the relevant CSD settlement system is open, and the relevant currency of the Bonds 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, no adjustment will be made to the Interest Period.

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

"**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*), paragraph (d) of Clause 10.3 or a date agreed upon between the Bond Trustee and the Issuer in connection with such redemption of Bonds.

"**Cash and Cash Equivalents**" means the at any time equivalent USD amount of the aggregate current market value of:

- (a) cash in hand or amounts standing to the credit of any current and/or deposit accounts with an Acceptable Bank; and
- (b) time deposits with Acceptable Banks and certificates of deposit issued, and bills of exchange accepted, by an Acceptable Bank,

in each case to which any Restricted Group Company is beneficially entitled at the time and to which any Restricted Group Company has free and unrestricted access and which is not subject to Security or blocked.

~~"Cash Sweep Date" means each 5 January, 5 April, 5 July and 5 October each year (and if such date is not a Business Day, it shall be the following Business Day). "Cash Sweep Amount" means the amount to be used by the Issuer on the relevant Cash Sweep Repayment Date for the settlement of redemption of Bonds pursuant to Clause 10.1 (Redemption of Bonds and Cash Sweep).~~

"Cash Sweep Repayment Date" means the settlement date for redemption of Bonds pursuant to Clause 10.1 (Redemption of Bonds and Cash Sweep).

"**Change of Control Event**" means:

- (a) a person or group of persons acting in concert gaining Decisive Influence over the Issuer; or
- (b) a de-listing of the Issuer's shares from the TSX Venture Exchange in Canada that does not occur in connection with a listing of the Issuer's shares on another internationally recognised and regulated stock exchange reasonably acceptable to the Bond Trustee.

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

"**Coupon Rate**" means twelve per cent. (12.00%) per annum.

"**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 15.2 (*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 any dividend payment, repurchase of shares or loans or other equity or capital distributions (including group contributions) by a Group Company (other than directly to another Group Company), whether in cash or in kind, including without limitation any total return swaps or instruments with similar effect and also including any payment on or with respect to any Subordinated Loan (including interest, fees and principal).

"**EBITDA**" means, in respect of any Relevant Period, the consolidated operating profit of the Group before taxation:

- (a) **before deducting** any interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments whether paid, payable or capitalised by any member of the Group (calculated on a consolidated basis) in respect of that period;
- (b) **not including** any accrued interest owing to any member of the Group;
- (c) **after adding back** any amount attributable to the amortisation, depreciation or impairment of assets of members of the Group as well as non cash expenses related to share-based compensation schemes;
- (d) **after deducting** the amount of any profit (or adding back the amount of any loss) of any member of the Group which is attributable to minority interests;
- (e) **before taking into account** any unrealised gains or losses on any financial or derivative instrument (other than any derivative instruments which are accounted for on a hedge account basis); and
- (f) **after deducting** any gain over book value and after adding back any loss arising on the disposal of any asset of any member of the Group (other than the sale of trading stock) during such period,

and where (i) any EBITDA attributable to an Unrestricted Group Company shall be excluded, but where the amount of any cash Distribution made by an Unrestricted Group Company to a Restricted Group Company shall be included in the EBITDA of the Group and (ii), in case of a Permitted Change done as a Replacement Transaction, historical EBITDA of the Issuer and/or SNM Sarsang shall be attributed to the Replacement Entity.

"**Event of Default**" means any of the events or circumstances specified in Clause 15.1 (*Events of Default*).

~~"**Excess Cash**" means the amount by which the Cash and Cash Equivalents of the Group exceeds USD 50,000,000 on each Cash Sweep Date.~~

"Exchange" means:

- (a) the Luxembourg MTF;
- (b) Nordic ABM, a self-regulated marketplace organised and operated by Oslo Børs; or
- (c) any regulated market as such term is understood in accordance with the Markets in Financial Instruments Directive 2014/65/EU (MiFID II) and Regulation (EU) No. 600/2014 on markets in financial instruments (MiFIR).

"Finance Documents" means these Bond Terms, the Bond Trustee Fee Agreement, any Transaction Security Document, any Security Agent Agreement, any subordination agreement required under the terms hereof, [the Amendment and Restatement Agreements](#) and any other document designated by the Issuer and the Bond Trustee as a Finance Document.

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed (and debit balances at banks or other financial institutions);
- (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, including the Bonds;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Standard, be treated as finance or capital lease (meaning that the lease is capitalized as an asset and booked as a corresponding liability in the balance sheet);
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis) provided that the requirements for de-recognition under the Accounting Standard are met;
- (f) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account) (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);
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of a person which is not a Group Company which liability would fall within one of the other paragraphs of this definition;
- (h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the Issuer) before the Maturity Date or are otherwise classified as borrowings under the Accounting Standard;
- (i) any amount of any liability under an advance or deferred purchase agreement, if (a) the primary reason behind entering into the agreement is to raise finance or (b) the agreement

is in respect of the supply of assets or services and payment is due more than one hundred and twenty (120) calendar days after the date of supply;

- (j) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing or otherwise being classified as a borrowing under the Accounting Standard; and
- (k) without double counting, the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above.

"Financial Reports" means the Annual Financial Statements and the Interim Accounts.

"Financial Support" means any loans, guarantees, Security securing obligations of another person or other financial assistance (whether actual or contingent).

"First Call Date" means the Interest Payment Date falling on 30 July 2023.

"Free Cash Flow" means the sum of cash flow as reported in the Interim Accounts of the Issuer and calculated based on the Accounting Standard, after adding back the costs of any repayment of Bonds and interest costs paid pursuant to the Bond Terms during the relevant financial quarter..

"GEP" means [ShaMaran Atrush Ltd. \(f.k.a. General Exploration Partners\)](#), company registration no. 198520, an exempted company which is incorporated under the laws of the Cayman Islands, whose registered office is located at P.O. BOX 306, Uglund House, Grand Cayman, KY-1104, Cayman Islands.

"Group" means the Issuer and its Subsidiaries from time to time.

"Group Company" means any person which is a member of the Group.

"Guarantee" means the unconditional and irrevocable Norwegian law corporate guarantee and indemnity (Norwegian: "*selvskyldnerkausjon*") issued by each of the Guarantors in respect of the Secured Obligations.

"Guarantor" means on a joint and several basis, each of:

- (a) SNM Sarsang (owner of the Sarsang PSC interest);
- (b) GEP (owner of the Atrush PSC interest); and
- (c) any Group Company (not being an Unrestricted Group Company) which subsequently becomes a Material Group Company.

"Hydrocarbon Assets" means, from time to time, each Hydrocarbon Licence and block or other oil and gas accumulations in which any Group Company holds an ownership interest (either directly or through interests in production sharing contracts or similar), including the Atrush Assets and the Sarsang Assets.

"Hydrocarbon Licences" means any concessions, licences, production sharing contracts or similar carrying the rights to explore, develop and extract hydrocarbon resources which are

held by a Group Company, including the PSCs and the JOAs.

"Hydrocarbon Asset Termination Event" means an event where a Hydrocarbon Asset is revoked, cancelled or terminated for any reason.

"IFRS" means the International Financial Reporting Standards and guidelines and interpretations issued by the International Accounting Standards Board (or any predecessor and successor thereof) in force from time to time and to the extent applicable to the relevant financial statement.

"Incurrence Test" has the meaning ascribed to such term in Clause 14.17 (*Financial covenants*).

"Initial Bond Issue" means the amount to be issued on the Initial Issue Date as set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

"Initial Issue Amount" means USD 111,472,081.

"Initial Issue Date" means 30 July 2021.

"Initial Nominal Amount" means the Nominal Amount of each Bond on the Initial Issue Date 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 centre of main interest as such term is understood pursuant to Regulation (EU) 2015/848 on insolvency proceedings (as amended from time to time).

"Interest Payment Date" means the last day of each Interest Period, the first Interest Payment Date being 30 January 2022, and the last Interest Payment Date being the Maturity Date.

"Interest Period" means, subject to adjustment in accordance with the Business Day Convention, ~~until and including 30 July 2024, the period between 30 January and 30 July each year, and thereafter~~ the periods between 30 January, 30 April, 30 July and 30 October each year, provided however that no Interest Period shall extend beyond the Maturity Date.

"Interim Accounts" means the unaudited consolidated quarterly financial statements of the Issuer for the quarterly period ending on 31 March, 30 June, 30 September and 31 December in each year, prepared in accordance with the Accounting Standard.

"ISIN" means International Securities Identification Number.

"Issuer" means the company designated as such in the preamble to these Bond Terms.

"Issuer's Bonds" means any Bonds which are owned by any Obligor or any Affiliate of any Obligor.

"**JOAs**" means each of the Atrush JOA and the Sarsang JOA.

"**KRG**" means the Kurdistan Regional Government.

"**Leverage Ratio**" means the ratio of Net Debt to EBITDA, calculated in respect of the Group.

"**Manager**" means Pareto Securities AS.

"**Mandatory Redemption Event**" means:

- (a) a Significant Asset Disposal Event; or
- (b) a Total Loss Event.

"**Mandatory Redemption Repayment Date**" means the settlement date for the Mandatory Redemption Event pursuant to Clause 10.5 (*Mandatory early redemption due to a Mandatory Redemption Event*).

"**Material Adverse Effect**" means an event or circumstance which has a material adverse effect on:

- (a) the business, financial condition or operations of the Group taken as a whole (excluding Unrestricted Group Companies);
- (b) the ability of any Restricted Group Company to perform its material obligations under the Finance Documents, the JOAs or the PSCs; or
- (c) the validity or enforceability of any of the Finance Documents, any JOA or any PSC.

"**Material Asset**" means cash and/or Hydrocarbon Assets of a Restricted Group Company where the aggregate amount and/or value of such assets for such Restricted Group Company exceed USD 10,000,000 (or the equivalent in other currencies).

"**Material Group Company**" means a Group Company (other than the Issuer, GEP and SNM Sarsang) which has subsequently been designated as a Material Group Company by the Issuer pursuant to Clause 14.11 (*Designation of Material Group Companies*).

"**Maturity Date**" means 30 July ~~2027~~ ~~(six (6) years after the Initial Issue Date)~~ 2029.

"**Maximum Issue Amount**" means the maximum amount that may be issued under these Bond Terms as set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

"**Nemesia**" means Nemesia S.à.r.l. (organisation number RCS B 204 552), incorporated in Luxembourg as a private company ultimately controlled by a trust the settlor of which is the Estate of the late Adolf H. Lundin.

"**Nemesia Debenture**" means the agreement(s) documenting the terms of the Nemesia Loan.

"**Nemesia Loan**" means the USD 22,800,000 debenture dated 25 June 2019 issued by the Issuer in favour of Nemesia, and which subsequently has been reduced to a principal amount of USD

15,600,000.

"**Nemesia Subordination Agreement**" means the agreement made between Nemesia, the Bond Trustee and the Issuer pursuant to which the Nemesia Loan becomes a Subordinated Loan (but which will permit the Permitted Nemesia Payments).

"**Net Debt**" means Total Debt less Cash and Cash Equivalents.

"**Net Proceeds**" has the meaning given to it in Clause 2.3 (*Use of proceeds*).

"**Nominal Amount**" means nominal value of each Bond at any time. The Nominal Amount may be amended pursuant to paragraph (j) of Clause 17.2.

"**Obligor**" means the Issuer and any Guarantor(s).

"**Original Bond Terms**" has the meaning ascribed thereto in the Amendment and Restatement Agreement 1.

"**Outstanding Bonds**" means any Bonds not redeemed or otherwise discharged.

"**Overdue Amount**" means any amount required to be paid by an Obligor 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 Pareto Securities AS, or any other 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 Change**" means the change of jurisdiction for SNM Sarsang, provided that such change shall only be a Permitted Change if the Issuer, prior to SNM Sarsang giving effect to any such change of jurisdiction:~~

"**Permitted Change**" means the change of jurisdiction for the Issuer or SNM Sarsang to any of Cayman Islands or Bermuda (such change to be made (1) either with full corporate continuity and/or (2) through a transfer of its assets and liabilities to a new limited liability company (including through a merger) ("**Replacement Entity**") within such new jurisdiction ("**Replacement Transaction**"), provided that such change and/or transactions (each a "**Change Transaction**") shall only be a Permitted Change upon the satisfaction of the following conditions (as determined by the Bond Trustee upon receipt of the same by the Bond Trustee) on or prior to the completion of a Change Transaction (and where the sequence can be made subject to a closing procedure acceptable to the Bond Trustee):

(a) receipt by the Bond Trustee of such *know your client* and *anti-whitewashing* documentation as the Bond Trustee shall require;

~~(a)(b) provides to the Bond Trustee a legal opinion (acceptable to the Bond Trustee) confirming the entry into of such agreements, documents and instruments as shall be required to ensure that the Finance Documents to which SNM Sarsang is party to will continue in full force~~

and effect notwithstanding the ~~change of jurisdiction and that no changes to the terms of the such Finance Documents are required or advisable to facilitate an enforcement of the Bond Trustee's rights thereunder;~~ Change Transaction, and whereby all representations in the relevant Finance Documents shall be repeated on the date of the Change Transaction;

- (c) copies of updated (or new) constitutional documents of the Issuer, SNM Sarsang and/or the Replacement Entity;
- (d) a confirmation from the Issuer that the conditions for completing the Change Transaction have been satisfied;
- (e) that the shares in the Issuer remains to be listed as required in paragraph (b) of the definition of Change of Control notwithstanding the Change Transaction;
- (f) that, if the Bonds are listed on a Exchange, that the Bonds remains to be listed on an Exchange notwithstanding the Change Transaction;
- (g) copies of such corporate resolutions and other formalities documents from the Issuer, SNM Sarsang or the Replacement Entity required in relation to the Change Transaction and the Finance Documents (and the amendments, modifications and supplements thereto);
- (h) specifically with respect to any Replacement Transaction, (i) evidence that the assets and liabilities of the Issuer or SNM Sarsang has been transferred to the Replacement Entity (including the Hydrocarbon Assets and the Hydrocarbon Licenses) and that any conditions for such transfer has been satisfied, (ii) confirmation from the Issuer that required new or amended PSCs, joint operating agreements and other (new) agreements required for the continuation of the business and operations have been entered into and are in full force and effect, (iii) receipt of copies of such governmental approvals (including from the KRG) as shall be required to give effect to the Replacement Transaction, (iv) confirmation from the Issuer that the sole purpose of the Replacement Transaction is to change jurisdiction and (v) that the Issuer and/or SNM Sarsang, if possible, continues as an additional guarantor in respect of the Bonds;
- (i) in respect of the Issuer, a legal opinion to the VPS and the Paying Agent (acceptable to such parties) confirming, inter alia, that the Issuer, under its local laws, are permitted to have Bonds registered in the VPS and that such registration is recognized under local laws, such legal opinion to cover such matters as the VPS shall require; and
- (j) legal opinions addressed to the Bond Trustee in respect of the Finance Documents and the amendments, modifications and supplements thereto (confirming, inter alia, (i) the valid, legal, binding and enforceable nature of such documents, (ii) that no Change Transaction will adversely affect the rights or interests of the Bond Trustee or Bondholders under the Finance Documents, (iii) that no Change Transaction will introduce new or additional taxes on the Bonds or any payments in respect thereof (including withholding taxes) and (iv) confirming that the Replacement Entity is permitted to continue the business and operations of the Issuer or SNM Sarsang),

and provided that no Change Transaction will constitute a Permitted Change if an Event of Default is continuing at its completion or will result therefrom.

~~(b) — in case no such legal opinion can be issued without first taking certain steps, take such steps as are required for such legal opinion to be issued.~~

"Permitted Financial Indebtedness" means any Financial Indebtedness:

- (a) incurred under the Bonds;
- (b) incurred by the Issuer under a Subordinated Loan (including the Nemesia Loan);
- (c) incurred under Permitted Hedging;
- (d) incurred under any Acquired Financial Indebtedness, provided that such Financial Indebtedness is repaid or refinanced with the proceeds of any other type of Permitted Financial Indebtedness within ninety (90) calendar days after the completion of the relevant acquisition;
- (e) subject to the Incurrence Test, incurred under any Additional Permitted Bond Issue;
- (f) incurred under any pension and tax liabilities incurred in the ordinary course of business;
- (g) subject to the Incurrence Test, incurred under the RBL Financing owed by an Unrestricted Group Company with no recourse to the Restricted Group;
- (h) owed by an Unrestricted Group Company to a Restricted Group Company and permitted under Clause 14.14 (*Investments in and loans to Unrestricted Group Companies*);
- (i) owed by the Issuer to an Unrestricted Group Company, provided that such Financial Indebtedness is subordinated to the amounts outstanding under the Financial Documents and does not contain any acceleration rights;
- (j) owed by a Restricted Group Company to another Restricted Group Company, provided that if such Financial Indebtedness is owed by an Obligor to a Restricted Group Company who is not an Obligor, such Financial Indebtedness is subordinated to the amounts outstanding under the Financial Documents and does not contain any acceleration rights;
- (k) under finance or capital leases of office buildings, vehicles, equipment, computers, production, storage or other relevant assets incurred in the ordinary course of business;
- (l) in the form of rental deposits or other guarantees in respect of any lease agreement including in relation to real property entered into by a Group Company in the ordinary course of business and on normal commercial terms;
- (m) 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 in respect of an underlying liability in the ordinary course of business of a Group Company, including with respect to a Group Company's obligations under a PSC and/or JOA (other than from a Restricted Group Company in favour of a Unrestricted Group Company);
- (n) arising as a result of a contemplated refinancing of the Bonds in full provided that (i) a call notice has been served on the Bonds (in full) and (ii) such debt is held in escrow until full repayment of the Bonds; and
- (o) not covered by (a) to (p) above in the aggregate amount of USD 10,000,000 (or the

equivalent in any other currency).

"Permitted Financial Support" means Financial Support:

- (a) as a result of guarantees and security provided in connection with the Bonds, including any Additional Bonds;
- (b) in relation to Financial Indebtedness listed in paragraphs (m) (*finance leases*) and (n) (*other leases*) of the definition of Permitted Financial Indebtedness;
- (c) from a Restricted Group Company to or for the benefit of another Restricted Group Company;

- (d) from an Unrestricted Group Company to or for the benefit of another Unrestricted Group Company;
- (e) from a Restricted Group Company to an Unrestricted Group Company, if such Financial Support consists of a group contribution, provided that no cash or other funds are transferred from the Restricted Group as a result thereof (i.e. the group contributions are merely accounting measures), however so that group contributions made for tax netting purposes may be made by way of cash contributions, and provided that such distribution, net of the tax effect, is subsequently re-injected as a shareholder's contribution to the Restricted Group Company as soon as possible;
- (f) in the form of a loan from the Issuer to an Unrestricted Group Company permitted under Clause 14.14 (*Investments in and loans to Unrestricted Group Companies*);
- (g) granted as customary employee loans in the ordinary course of business and in connection with customary employee incentive schemes;

provided, for the sake of clarity, that other than explicitly permitted under paragraphs (a) to (h) above, no Restricted Group Company shall provide Financial Support to or for the benefit of an Unrestricted Group Company.

"Permitted Hedging" means any non-speculative secured or unsecured hedging of interest, currency and commodity risks or other similar derivative transactions including, without limitation, swaps, forward contracts, call options and put options in whatever form.

"Permitted Nemesia Payment" means payment of interest on the Nemesia Loan, provided that:

- (i) no such payment is made when an Event of Default is continuing;
- (ii) interest is paid in arrears;
- (iii) the cash interest rate shall not exceed the Coupon Rate; and
- (iv) interest shall not be calculated on any capitalised interest, fees, premia or other amounts not disbursed to the Issuer.

"Permitted PSC Transaction" means a transfer of SNM Sarsang's ownership interest in the Sarsang PSC and related assets to another wholly owned Restricted Group Company, provided that any such transfer shall only be a Permitted PSC Transaction if:

- (a) the transfer does not have a Material Adverse Effect; and
- (b) the Issuer, prior to any such transfer is given effect, has ensured that the acquiring Restricted Group Company has become a Guarantor by entering into a Guarantee and has provided such documents and evidence as the Bond Trustee shall reasonably require with respect to the Restricted Group Company and the Guarantee, including

constitutional documents, corporate authorizations and governmental and other approvals and legal opinions.

"Permitted Security" means any Security:

- (a) in relation to the Bonds;
- (b) granted by an Unrestricted Group Company securing its obligations as a borrower under its RBL Financing;
- (c) granted over the ownership interests in an Unrestricted Group Company securing the obligations of that Unrestricted Group Company as a borrower under its RBL Financing;
- (d) arising by operation of law, provided that such lien does not relate to any default;
- (e) with respect to any Financial Indebtedness referred to in paragraph (m) (finance leases) in "Permitted Financial Indebtedness" above, Security over the assets financed by the finance or capital lease;
- (f) any netting or set-off arrangement entered into by the Issuer or any other Restricted Group Company in the ordinary course of its banking arrangements and/or for the purpose of netting debit and credit balances of the Restricted Group Companies;
- (g) any netting or set-off arrangement entered into by an Unrestricted Group Company in the ordinary course of its banking arrangements and/or for the purpose of netting debit and credit balances of that Unrestricted Group Company;
- (h) 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) arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Issuer or any other Group Company (as the case may be) in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Issuer;
- (j) arising under the terms of any PSC or JOA towards the KRG (or any subset thereof) or the operator of the PSC;
- (k) in the form of rental deposits or other guarantees in respect of any lease agreement including in relation to real property entered into by a Group Company in the ordinary course of business and on normal commercial terms; and
- (l) securing Acquired Financial Indebtedness, provided that such Security was not granted or perfected as a consequence of the relevant acquisition and that such Security is released and terminated within ninety (90) calendar days after the completion of the relevant acquisition,

provided, for the sake of clarity, that no Restricted Group Company shall grant any Security securing the obligations of an Unrestricted Group Company.

"PSCs" means each of the Atrush PSC, the Sarsang PSC and any other production sharing contract to which a Group Company is a party.

"Put Option" has the meaning ascribed to such term in Clause 10.3 (*Mandatory repurchase due to a Put Option Event*).

"Put Option Event" means 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 Put Option Event*).

"RBL Financing" means a loan provided from bank(s) or financial institutions to a Group Company under a loan facility in respect of which the loan amount is, *inter alia*, based on the value of its Hydrocarbon Assets and which is re-determined periodically.

"Relevant Jurisdiction" means the country in which the Bonds are issued, being Norway.

"Relevant Period" means each period of twelve (12) consecutive calendar months ending on a Calculation Date.

"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 16 (*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 date for payment of instalments in accordance with Clause 10.1 (*Redemption of Bonds*)~~, any Call Option [Repayment Date](#), any [Cash Sweep](#) Repayment Date, the Default Repayment Date, any Put Option Repayment Date, the Tax Event Repayment Date the Mandatory Redemption Repayment Date or the Maturity Date.

"Reserve Value" means, calculated for the Group in the Reserve Value Report but excluding any such value attributable to any Unrestricted Group Company (or their assets), the total future net revenue attributable to its proved plus probable reserves, before deducting future income tax expenses, estimated using forecast prices and costs and calculated using a ten per cent. (10%) discount rate.

"Reserve Value Report" means the Issuer's public statement of its oil and gas reserves with respect to a certain date, performed by independent and qualified reserves evaluators and prepared in compliance with *National Instrument 51-101*.

"Restricted Group Company" means each of:

- (a) the Issuer;
- (b) GEP and any Group Company which directly or indirectly holds an ownership interest in GEP;
- (c) after the completion of the Acquisition, SNM Sarsang and any Group Company which directly or indirectly holds an ownership interest in SNM Sarsang;
- (d) any Obligor; and
- (e) any Group Company not falling within the categories of (a) to (d) above that is not an Unrestricted Group Company.

"**SNM Sarsang**" means ShaMaran Sarsang A/S, a Danish limited liability company (reg. no. 33870434) with registered address at Rådhuspladsen 16, 1550 Copenhagen, Denmark, such term also to encompass any Restricted Group Company replacing ShaMaran Sarsang A/S as direct owner in the Sarsang PSC following a transaction permitted under the Bond Terms [\(including for the avoidance of doubt any successors following a Permitted Change\)](#).

"**Sarsang Assets**" means, with respect to the Sarsang PSC, the following agreements and assets:

- (f) the relevant facilities and infrastructure used for the extraction, production, storage and transportation of oil and gas;
- (g) joint operating agreements;
- (h) agreements relating to the transportation, processing and storage of hydrocarbon production;
- (i) agreements for sale or marketing of hydrocarbon production; and
- (j) any other material agreements directly linked to the Sarsang PSC.

"**Sarsang Block**" means the Sarsang block contract area as defined in the Sarsang PSC. The Sarsang Block is situated northwest of Erbil currently covering an area of 420 km² (subject to any further relinquishments under the Sarsang PSC terms).

"**Sarsang JOA**" means the Joint Operating Agreement between Sarsang and partner(s) in the Sarsang PSC named: "Joint Operating Agreement in respect of the Sarsang Block, Kurdistan Region" dated 31 August 2011 and relevant amendments and related contracts.

"**Sarsang PSC**" means the production sharing contract between Sarsang, HKN and the Kurdistan Regional Government of Iraq in relation to the Sarsang Block dated 6 November 2007 as amended from time to time, under which HKN Energy holds a 62% participating interest.

"**Secured Obligations**" means all present, future, actual and contingent obligations and liabilities of the Obligors under the Finance Documents, including but not limited to principal, interest, premiums and expenses.

"**Secured Parties**" means the Security Agent and the Bond Trustee on behalf of itself and the

Bondholders.

"**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.

"**Security Agent**" means the Bond Trustee or any successor Security Agent, acting for and on behalf of the Secured Parties in accordance with any Security Agent Agreement or any other Finance Document.

"**Security Agent Agreement**" means any agreement other than these Bond Terms whereby the Security Agent is appointed to act as such in the interest of the Bond Trustee (on behalf of itself and the Bondholders).

"**Significant Asset Disposal Event**" means any event of circumstance whereby:

- (a) the Issuer reduces its indirect ownership in the Atrush PSC below ~~twenty seven point six fifty~~ per cent. (~~27.60~~50.00%);
- (b) GEP reduces its direct ownership in the Atrush PSC below ~~twenty seven point six fifty~~ per cent. (~~27.60~~50.00%);
- (c) after the completion of the Acquisition, the Issuer reduces its indirect ownership in the Sarsang PSC below eighteen per cent. (18.00%);
- (d) after the completion of the Acquisition, SNM Sarsang reduces its direct ownership in the Sarsang PSC below eighteen per cent. (18.00%).

"**SPA**" means the share purchase agreement originally dated 12 July 2021 and documenting the terms of the Acquisition.

"**Subordinated Loan**" means any loan or credit granted or to be granted to the Issuer, with terms to ensure that such loan:

- (a) is fully subordinated to the liabilities of the Issuer under the Finance Documents;
- (b) does not mature and no payments in respect thereof shall be made, in each case, prior to the date on which all amounts under the Bond Terms and any other Finance Documents have been paid in full, other than payments otherwise explicitly permitted hereunder; and
- (c) does not provide for its acceleration or confer any right to declare any event of default prior to the date on which all amounts under the Bond Terms and any other Finance Documents have been paid in full,

and which is subject to a subordination and turn-over agreement between the Issuer, the Bond Trustee and the lender of the Subordinated Loan governed by Norwegian law.

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

"**Summons**" means the call for a Bondholders' Meeting or a Written Resolution as the case may be.

"**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 Debt**" means the sum of all interest-bearing Financial Indebtedness of the Group on a consolidated basis in accordance with GAAP, but excluding any interest-bearing Financial Indebtedness of each Unrestricted Group Company.

"**Total Loss Event**" means an actual or constructive total loss of (i) the Atrush Block, the Atrush PSC or the Atrush Assets or (ii) the Sarsang Block, the Sarsang PSC or the Sarsang Assets.

"**Transaction Security**" means the Security created or expressed to be created in favour of the Security Agent (on behalf of the Secured Parties) pursuant to the Transaction Security Documents.

"**Transaction Security Documents**" means, collectively, all of the documents which shall be executed or delivered pursuant to Clause 2.5 (*Transaction Security*).

"**Unrestricted Group Company**" means a Group Company which is not an Obligor and which is the borrower in respect of RBL Financing, and so that, for clarity, an Obligor cannot become an Unrestricted Group Company.

"**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 16.5 (*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 up to the Maximum Issue Amount of USD 300,000,000. The Bonds may be issued on different issue dates and the Initial Bond Issue will be in Initial Issue Amount.
- (b) The Issuer has, after the Initial Issue Date, ~~exercised its right under the Original Bond Terms to issue~~ issued Additional Bonds ~~(as defined therein)~~ and subsequently redeemed and cancelled Bonds, whereby the Nominal Amount of all Outstanding Bonds as at the Effective Date ~~(as defined in~~ date of the Amendment and Restatement Agreement) ~~2~~ is USD 254,999,995.00~~[xx]~~.
- (c) The Bonds are denominated in US Dollars (USD), being the legal currency of the United States of America.
- (d) The Initial Nominal Amount of each Bond is USD 1.00.
- (e) The ISIN of the Bonds is set out on the front page. These Bond Terms apply with identical terms and conditions to (i) all Bonds issued under this ISIN and (ii) any Overdue Amounts issued under one or more separate ISIN in accordance with the regulations of the CSD from time to time.
- (f) Holders of Overdue Amounts related to interest claims will not have any other rights under these Bond Terms than their claim for payment of such interest claim which claim shall be subject to paragraph (b) of Clause 16.1.

2.2 Tenor of the Bonds

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

2.3 Use of proceeds

- (a) The Issuer will use the net proceeds from the Initial Issue Amount (net of fees and legal cost of the Manager and the Bond Trustee and any other cost and expenses incurred in connection with the Bond Issue) (the "Net Proceeds"):
 - (i) an amount of not less than USD 102,300,000, to finance the Acquisition; and

- (ii) for any remaining amount and after the completion of the Acquisition, towards the general corporate purposes of the Group,
 - (iii) however, for clarity, the Net Proceeds shall not be used to fund the Debt Service Retention Account.
- (b) The Issuer will use the net proceeds from the issuance of any Additional Bonds to refinance the Existing Bond Issue and USD 7,200,000 of the Nemesia Loan, and which shall take place no later than ten (10) Business Days following the disbursement of the Net Proceeds from the Escrow Account.

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 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

- (a) As Security for the due and punctual fulfilment of the Secured Obligations, the Issuer shall procure that the following Transaction Security is granted in favour of the Security Agent with first priority within the times set out below or as otherwise agreed in Clause 6 (*Conditions for disbursement*):

Guarantees and additional security

- (i) a Guarantee by SNM Sarsang;
 - (ii) a Guarantee by GEP; and
 - (iii) a Guarantee by each Material Group Company issued not later than twenty (20) Business Days after being designated as a Material Group Company under Clause 14.11,

in each case to the extent permitted by applicable corporate benefit and financial assistance restrictions or limitations (or similar restrictions or restrictions).
- (b) The Issuer shall procure that each Group Company will promptly provide such documents and evidence as the Bond Trustee shall reasonably require with respect to any relevant Group Company and any bank accounts over which Security is or will be taken, including constitutional documents, corporate authorizations and governmental and other approvals and the Bond Trustee may, at the cost of the Issuer, require legal opinions to be issued.
- (c) The Transaction Security shall be entered into on such terms and conditions as the Bond Trustee in its discretion deems appropriate in order to create the intended benefit for the Secured Parties under the relevant document.
- (d) The Security Agent shall be irrevocably authorised to (i) release any Guarantees and Transaction Security over assets which are sold or otherwise disposed of (directly or indirectly) (A) in any merger, de-merger or disposal permitted in compliance with Clauses 13.6 (*Mergers and de-mergers*) or 14.8 (*Disposals*) and (B) following an

enforcement and (ii) release any Guarantee or Transaction Security provided by a Guarantor that ceases to be a Material Group Company [\(or which is replaced through a Permitted Change\)](#).

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

An application will be made for the Bonds to be listed on the Nordic ABM or, at the discretion of the Issuer, on another Exchange, and the Bonds will thereafter remain listed thereon 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

[As the disbursement of the Net Proceeds from the Initial Bond Issue has been made prior to the date of the Amended and Restated Bond Terms, this provision is intentionally left blank.]

6.2 Tap Issues

[As the Issuer has, prior to the date of the Amended and Restated Bond Terms, exercised its right to issue Additional Bonds (as defined the Original Bond Terms, this provision is intentionally left blank.)]

6.3 Disbursement of the proceeds

[As the disbursement of the Net Proceeds from the Initial Bond Issue has been made prior to the date of the Amended and Restated Bond Terms, this provision is intentionally left blank.]

7. REPRESENTATIONS AND WARRANTIES

The Issuer makes the representations and warranties set out in this Clause 7 (*Representations and warranties*), in respect of itself and in respect of each Group Company 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 Initial 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 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 (i) any law or regulation or judicial or official order; (ii) its constitutional documents; or (iii) any agreement or instrument which is binding upon it or any of its assets.

7.5 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 authorizations, 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 the Accounting Standard, 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 has 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 Coupon Rate plus 3 percentage points 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.

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 (and any Security Agent);
 - (ii) secondly, towards accrued interest due but unpaid; and
 - (iii) thirdly, towards any other outstanding amounts 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 15.2 (*Acceleration of the Bonds*), or
 - (ii) as a result of a resolution according to Clause 16 (*Bondholders' decisions*).

8.4 Taxation

- (a) Each Obligor 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 Obligors 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 five (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

No Obligor may 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 Coupon 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 Coupon 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 Clause 9.1 (a) above.
- (c) Interest shall be calculated on the basis of a 360-day year comprised of twelve (12) months of thirty (30) days each (30/360-days basis), unless:
 - (i) the last day in the relevant Interest Period is the 31st calendar day but the first day of that Interest Period is a day other than the 30th or the 31st day of a month, in which case the month that includes that last day shall not be shortened to a 30-day month; or
 - (ii) the last day of the relevant Interest Period is the last calendar day in February, in

which case February shall not be lengthened to a 30-day month.

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 and Cash Sweep

- (a) ~~Following the Interest Payment Date in July 2024, the Bonds will be repaid by the Issuer on each Interest Payment Date at one hundred per cent. (100.00%). The Issuer may redeem bonds with an amount of up to 100.00 per cent of Free Cash Flow from each relevant financial quarter, as reported by the Issuer together with its publication of each of its Interim Accounts, at a price equaling 100 per cent of the Nominal Amount (plus accrued interest on the redeemed amount) with an amount equal to the Excess Cash on the last Cash Sweep Date to occur prior to the Interest Payment Date.~~
The Issuer may redeem bonds with an amount of up to 100.00 per cent of Free Cash Flow from each relevant financial quarter, as reported by the Issuer together with its publication of each of its Interim Accounts, at a price equaling 100 per cent of the Nominal Amount (plus accrued interest on the redeemed amount).
- (b) ~~There shall be no carry forward of unused redemption rights pursuant to this Clause 10.1 (Redemption of Bonds and Cash Sweep) to subsequent financial quarters and the Issuer's right to redeem Bonds pursuant to sub-paragraph (a) above, shall be reduced by such amount of the Free Cash Flow for that financial quarter that is used, or is to be used, for Distributions pursuant to Clause 14.1 (Dividend restrictions).~~
There shall be no carry forward of unused redemption rights pursuant to this Clause 10.1 (Redemption of Bonds and Cash Sweep) to subsequent financial quarters and the Issuer's right to redeem Bonds pursuant to sub-paragraph (a) above, shall be reduced by such amount of the Free Cash Flow for that financial quarter that is used, or is to be used, for Distributions pursuant to Clause 14.1 (Dividend restrictions).
- (c) ~~The Issuer may exercise its right pursuant to sub-paragraph (a) above by notifying the Bond Trustee on the Interim Accounts publication date of its decision. Such notice sent by the Issuer is irrevocable and shall specify the Cash Sweep Amount and Cash Sweep Repayment Date. The Cash Sweep Repayment Date shall be at least five (5) Business Days after and not later than ten (10) Business Days following the date of the notification.~~
The Issuer may exercise its right pursuant to sub-paragraph (a) above by notifying the Bond Trustee on the Interim Accounts publication date of its decision. Such notice sent by the Issuer is irrevocable and shall specify the Cash Sweep Amount and Cash Sweep Repayment Date. The Cash Sweep Repayment Date shall be at least five (5) Business Days after and not later than ten (10) Business Days following the date of the notification.
- ~~(b) The amount of Excess Cash on each Cash Sweep Date shall be reported by the Issuer to the Bond Trustee and the Paying Agent no later than 5 Business Days following the Cash Sweep Date. This reporting shall also include the details of the Issuer's holding of Bonds at the Cash Sweep Date that are to be cancelled pursuant to Clause 11.1 (Issuer's purchase of Bonds) of the Bond Terms.~~
- ~~(e)~~(d) Payments to the Bondholders pursuant to sub-paragraph ~~(ia)~~ above will be made pro rata in accordance with the applicable regulations of the CSD.
- ~~(d)~~(e) Any remaining Outstanding Bonds will be redeemed in full on the Maturity Date at a price equal to one hundred per cent. (100.00%) of the Nominal Amount.

10.2 Voluntary early redemption - Call Option

- (a) The Issuer may redeem the Outstanding Bonds in whole or in parts (the "Call Option") on any Business Day from and including:
- (i) the Interest Payment Date in January 2024 to, but not including, the Interest Payment Date in July ~~2025-2027~~ at a price equal to one hundred and four point five per cent. (104.50%) of the Nominal Amount for each redeemed Bond;

- (ii) the Interest Payment Date in July ~~2025-2027~~ to, but not including, the Interest Payment Date in July ~~2026-2028~~ at a price equal to one hundred and three per cent. (103.00%) of the Nominal Amount for each redeemed Bond;
 - (iii) the Interest Payment Date in July ~~2026-2028~~ to, but not including, the Interest Payment Date in January ~~2027-2029~~ at a price equal to one hundred and two per cent. (102.00%) of the Nominal Amount for each redeemed Bond; and
 - (iv) the Interest Payment Date in January ~~2027-2029~~ to, but not including the Maturity Date at a price equal to one hundred and one per cent. (101.00%) of the Nominal Amount for each redeemed Bond,
- in addition to accrued and unpaid interest on the redeemed Bonds.
- (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 ten (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.
 - (d) Any call notice may, at the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent, which shall be satisfied at least three (3) Business Days prior to the Call Option Repayment Date.
 - (e) 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 Put Option Event

- (a) Upon the occurrence of a Put Option 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 one hundred and one per cent. (101.00%) of the Nominal Amount.
- (b) The Put Option must be exercised within fifteen (15) Business Days after the Issuer has given notice to the Bond Trustee and the Bondholders that a Put Option Event has occurred pursuant to Clause 12.4 (*Put Option Event*). Once notified, the Bondholders' right to exercise the Put Option is irrevocable.
- (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 5th Business Day after the end of fifteen (15) Business Days exercise period referred to in paragraph (b) above. However, the settlement of the Put Option will be based on each Bondholders holding of Bonds at the Put Option Repayment Date.
- (d) If Bonds representing more than ninety per cent. (90.00%) of the Outstanding Bonds have been repurchased pursuant to this Clause 10.3 (*Mandatory repurchase due to a Put Option Event*), the Issuer is entitled to repurchase all the remaining Outstanding Bonds at the price stated in paragraph (a) above by notifying the remaining Bondholders of its

intention to do so no later than ten (10) Business Days after the Put Option Repayment Date. Such notice sent by the Issuer 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 one hundred per cent. (100.00%) of the Nominal Amount. The Issuer shall give written notice of such redemption to the Bond Trustee and the Bondholders at least twenty (20) Business Days prior to the Tax Event Repayment Date, provided that no such notice shall be given earlier than forty (40) calendar 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 due to a Mandatory Redemption Event

- (a) Upon the occurrence of a Significant Asset Disposal Event, the Issuer shall immediately notify the Bond Trustee in writing thereof and, no later than thirty (30) calendar days following such event, redeem all Outstanding Bonds (plus accrued and unpaid interest) at a redemption price equal to the applicable redemption prices under Clause 10.2 (*Voluntary early redemption - Call Option*).
- (b) Upon the occurrence of a Total Loss Event, the Issuer shall immediately notify the Bond Trustee in writing thereof and promptly, once insurance proceeds (if any) are available to it, but in any event no later than one hundred and twenty (120) calendar days following the occurrence of the Total Loss Event, redeem all Outstanding Bonds at one hundred per cent. (100.00%) of par value (plus accrued interest on the redeemed Bonds).
- (c) The redemption prices shall be determined based on the date the relevant Mandatory Redemption Event occurred and not based on the date the redemption is carried out.
- (d) Any redemption in part will be used for pro rata payment to the Bondholders in accordance with the applicable regulations of the CSD.

11. PURCHASE AND TRANSFER OF BONDS

11.1 Issuer's purchase of Bonds

- (a) The Issuer may purchase and hold Bonds, provided that the Issuer's holding of Bonds ~~on each~~, including Bonds acquired pursuant to Clause 10.1 (*Redemption of Bonds and Cash Sweep Date*) shall be cancelled on the following Interest Payment Date.;

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 for ensuring 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 make them available on its website (alternatively on another relevant information platform) as soon as they become available, and not later than ninety (90) calendar days after the end of the financial year.
- (b) The Issuer shall prepare Interim Accounts in the English language and make them available on its website (alternatively on another relevant information platform) as soon as they become available, and not later than sixty (60) calendar days after the end of the relevant interim period,

provided that the Issuer's ordinary external reporting under the TSX Venture Exchange's (Toronto) listing rules will satisfy the requirements set out in paragraphs (a) and (b) above if the Issuer is in compliance with the TSX Venture Exchange's (Toronto) listing rules with respect to reporting.

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 Financial Reports attached thereto. The Compliance Certificate shall be duly signed by the chief executive officer or the chief commercial officer of the Issuer, certifying *inter alia* that the Financial Reports are fairly representing its financial condition as at the date of the relevant Financial Report and setting out (in reasonable detail) computations evidencing compliance with Clause 14.17 (*Financial covenants*) as at such date. [With effect from the publication of its Interim Accounts for the quarterly period ending on 31 March 2025, the Issuer will include its calculation of Free Cash Flow for the relevant financial quarter covered by such Interim Accounts as well as the Cash Sweep Amount and Distribution \(if any\) elected by the Issuer.](#)
- (b) The Issuer shall procure that the Financial Reports delivered pursuant to Clause 12.1 (*Financial Reports*) are prepared using the Accounting Standard consistently applied.

12.3 Reserve Value Report

The Issuer shall, together with the publication of its Annual Financial Statements for any financial year, publish an updated Reserve Value Report as at no earlier than the last day of that financial year. The Issuer shall ensure that no more than twelve (12) months shall lapse between each publication of its updated Reserve Value Report. The Issuer may, in its sole discretion, at any time publish an updated Reserve Value Report, and such Reserve Value Report shall replace the previous Reserve Value Reports.

12.4 Put Option Event

The Issuer shall promptly inform the Bond Trustee in writing after becoming aware that a Put

Option Event or a Mandatory Redemption Event has occurred.

12.5 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) promptly inform the Bond Trustee of any Hydrocarbon Asset Termination Event and whether such Hydrocarbon Asset Termination Event would have a Material Adverse Effect and whether such Hydrocarbon Asset Termination Event would constitute an Event of Default, whereupon the Bond Trustee shall notify the Bondholders of such Hydrocarbon Asset Termination Event;
- (c) 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);
- (d) 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;
- (e) if the Bonds are listed on an Exchange, send a copy to the Bond Trustee of its notices to the Exchange;
- (f) 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;
- (g) inform the Bond Trustee of changes in the registration of the Bonds in the CSD; and
- (h) 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.

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 failure so to comply would have a Material Adverse Effect.

13.3 Operations

The Issuer shall, and shall ensure that each other Group Company will, ensure that the operations of each Group Company are conducted in (i) accordance with reputable practices related to the oil and gas industry (taken as a whole) in all material respects and (ii) compliance with all applicable laws and regulations of material importance to the business of such Group Company.

13.4 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 Initial Issue Date.

13.5 Corporate status

The Issuer shall not, and shall ensure that no other Group Company will, change its type of organization or jurisdiction of incorporation, other than [in connection with](#) a Permitted Change.

13.6 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 any Group Company; or
- (b) any demerger or other corporate reorganisation having the same or equivalent effect as a demerger involving the Issuer and/or any Group Company,

if such merger, demerger, combination or reorganisation would have a Material Adverse Effect and provided that if the Issuer is party to any merger it shall be the surviving entity, [except in connection with a Permitted Change](#). Any merger, demerger, combination or reorganisation involving a transfer of a PSC shall be done as a Permitted PSC Transaction.

13.7 Parri passu ranking

The Issuer shall, and shall ensure that each Obligor will, ensure that its obligations under the Bond Terms and any other Finance Document shall at all times rank at least pari passu with each other and with all other obligations of the Issuer (save for such claims which are preferred by bankruptcy, insolvency, liquidation or other similar laws of general application) and shall rank ahead of subordinated debt.

13.8 Insurances

- (a) The Issuer shall ensure that each relevant Group Company will maintain with financially sound and reputable insurance companies, funds or underwriters, or otherwise receive the benefit of adequate insurance or captive arrangements with respect to its assets, equipment and business against such liabilities, casualties and contingencies and of such types and in such amounts as would normally be maintained by owners and/or operators owning similar assets to those owned by the relevant Group Company, in accordance with good industry practice in their relevant jurisdiction.

~~(b)~~—The Issuer shall not, and shall ensure that no other Group Company will, do, or knowingly permit to be done, anything which may make any Insurance void, voidable,

~~(e)~~(b) unavailable or unenforceable or render any sums which may be paid out under any Insurance repayable in whole or in part. The Issuer shall, and shall ensure that each other Group Company will, promptly pay all premiums, calls and contributions due from it and do all other things necessary to keep each Insurance taken out by or for it maintained in full force and effect.

13.9 Related party transactions

Without limiting Clause 13.2 (*Compliance with laws*), the Issuer shall, and shall procure that each other Obligor will, conduct all business transactions with any Affiliate which is not an Obligor on an arm's length basis.

14. ISSUER'S SPECIAL 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 14 (*Issuer's Special Undertakings*).

14.1 Dividend restrictions

Neither the Issuer nor any Group Company shall declare or make any Distribution other than a Permitted Nemesia Interest Payment unless ~~(a)~~ the Incurrence Test is satisfied in respect thereof and ~~(b) the amount of such Distributions during any calendar year shall not in aggregate exceed fifty per cent. (50.00%) of the Groups net profits after tax as reported in the Annual Financial Statements for the previous calendar year (excluding any such net profits attributable to any Unrestricted Group Company but where the amount of any cash Distribution made by an Unrestricted Group Company to a Restricted Group Company shall be included in the calculation of the net profits of the Group). There shall be no carry forward of unused Distribution rights to subsequent calendar years and the amount used towards Unrestricted Group Companies under Clause 14.14 (Investments in and loans to Unrestricted Group Companies) during any calendar year by reference to this Clause shall be deducted from the amount otherwise available for Distributions during that calendar year.~~

(a) As long as the amount of Outstanding Bonds is equal to or exceeds USD 100,000,000, the Issuer may distribute up to 50 per cent of the quarterly Free Cash Flow; and

(b) If the amount of Outstanding Bonds is less than USD 100,000,000, the Issuer may distribute up to 75 per cent of the quarterly Free Cash Flow,

There shall be no carry forward of unused Distribution rights to subsequent financial quarters, and the amount of Free Cash Flow available for Distribution per financial quarter shall be reduced by the amount (if any) used by the Issuer to redeem Bonds pursuant to Clause 10.1 (Redemption of Bonds and Cash Sweep).

14.2 Hedging

The Issuer shall not, and shall procure that no other Group Company will, enter into any hedging arrangements not being Permitted Hedging.

14.3 Forward sale

The Issuer shall not, and shall ensure no other Restricted Group Company will, whether under a hedging arrangement or any other agreement, be permitted to incur, create or permit any financial arrangement whereby any party is granted any right to a payment as a percentage or other proportion of the Group's present or future sales proceeds, income, earnings, or revenue deriving directly or indirectly from the Group's working interest in Hydrocarbon Assets

(whether secured or unsecured).

~~14.4 — Restrictions with respect to acquisition of new Hydrocarbon Assets~~

~~The Issuer undertakes to not acquire new oil and gas assets for cash, unless funded by the proceeds of new cash equity or new Subordinated Loans.~~

~~14.5~~ **14.4 Financial Indebtedness**

The Issuer shall not, and shall procure that no other Group Company will, incur or allow to remain outstanding or prolong any Financial Indebtedness, other than any Permitted Financial Indebtedness.

~~14.6~~ **14.5 Financial Support**

The Issuer shall not, and shall procure that no other Group Company will, grant or allow to subsist, prolong or renew any Financial Support to or for the benefit of any third party other than any Permitted Financial Support.

~~14.7~~ **14.6 Negative Pledge**

The Issuer shall not, and shall procure that no other Group Company will, create or allow to subsist, prolong or renew any Security over any of its/their assets or revenues (whether present or future), other than any Permitted Security.

~~14.8~~ **14.7 Disposals**

The Issuer shall not, and shall procure that no other Group Company will, sell, transfer or otherwise dispose of any assets (including shares or other securities in any person) or operations (other than as permitted pursuant to Clause 14.9 (*Maintenance of ownership*) or in connection with a Permitted Change), unless:

- (a) the transaction is carried out at fair market value, on terms and conditions customary for such transactions; and
- (b) such transaction does not have a Material Adverse Effect.

~~14.9~~ **14.8 Maintenance of ownership**

The Issuer shall maintain a one hundred per cent. (100.00%) (direct or indirect) ownership over all the shares and voting rights of GEP and, after completion of the Acquisition, SNM Sarsang, and the Issuer shall ensure that no Group Company novates, transfers, reduces, sells or otherwise disposes of any working interest in any PSC, unless:

- (a) the transaction is carried out at fair market value, on terms and conditions customary for such transactions;
- (b) the transaction is a Permitted PSC Transaction or a Permitted Change;
- (c) such transaction does not have a Material Adverse Effect; and
- (d) the Bonds are redeemed according to the provisions of paragraph (b) of Clause 10.5 (*Mandatory early redemption due to a Mandatory Redemption Event*).

14.10~~14.9~~ **Subsidiaries' distributions**

Other than any restrictions applicable to an Unrestricted Group Company under its RBL Financing, the Issuer shall procure that no other Group Company creates or permits to exist any contractual obligation (or encumbrance) restricting the right of that Group Company to:

- (a) pay dividends or make other distributions to its shareholders;
- (b) service any Financial Indebtedness to the Issuer;
- (c) make any loans to the Issuer; or
- (d) transfer any of its assets and properties to the Issuer;

if the creation of such contractual obligation is reasonably likely to prevent the Issuer and/or a Guarantor from complying with any of its obligations under the Finance Documents.

14.11~~14.10~~ **Designation of Material Group Companies**

- (a) If a Group Company, other than a Guarantor, acquires, invests in or otherwise becomes the owner of one or more assets leading to the total assets held by such Group Company becoming a Material Asset, the Issuer shall nominate such Group Company as a Material Group Company.
- (b) If a Material Asset is novated, transferred, sold or otherwise disposed from a Group Company to another Group Company, other than an Unrestricted Group Company, such acquiring Group Company shall be deemed a Material Group Company.
- (c) The designation of a Material Group Company shall be made by the Issuer in the Compliance Certificate delivered pursuant to "Information Undertakings" and the designation shall take effect on the date the Compliance Certificate is received by the Bond Trustee.

14.12~~14.11~~ **Additional Permitted Bond Issue**

The Issuer shall ensure that no repayment of principal is made on any Additional Permitted Bond Issue until all amounts outstanding under the Finance Documents have been repaid in full.

14.13~~14.12~~ **Investments in and loans to Unrestricted Group Companies**

The Issuer shall not, and shall ensure that no Restricted Group Company will, make any new investment in an Unrestricted Group Company, including in the equity or ownership interest in the Unrestricted Group Company, or become the creditor of new Financial Indebtedness owed by an Unrestricted Group Company or provide any other financial support, unless the amount used for such investment or the amount of such Financial Indebtedness could, at the relevant time, been used to make a Distribution under Clause 14.1 (*Dividend restrictions*) above.

14.14~~14.13~~ **Transaction Security Documents**

The Issuer and each other Group Companies shall ensure that the Transaction Security Documents to which it is party remain in full force and effect, and do all acts, and promptly take all acts as the Bond Trustee may reasonably require in order to ensure that such Security or Guarantee remains duly created, enforceable and perfected with such ranking and priority contemplated herein, at the expense of the Issuer.

14.1514.14 Hydrocarbon Asset Documents

The Issuer and each other Group Company shall (i) perform all material obligations under the Hydrocarbon Asset Documents applicable to it, and (ii) not amend, terminate or waive, or where relevant, vote in favour of any amendment, termination or waiver, in respect of any terms under any of the Hydrocarbon Asset Documents, in each case which would have a Material Adverse Effect and promptly upon request provide the Bond Trustee with copies of any Hydrocarbon Asset Document to the extent permitted under any applicable confidentiality restrictions.

14.16—~~Payment of consent fee~~

~~The Issuer shall, no later than on the Interest Payment Date in July 2024, pay a consent fee (in USD) on each Outstanding Bond at such time equal to 0.25% of the Nominal Amount on each such Bond.~~

14.1714.15 Financial covenants

14.17.114.15.1 Asset Coverage Ratio

- (a) The Issuer shall ensure that the Group at all times maintains an Asset Coverage Ratio of minimum 1.25x.
- (b) For the purpose of calculating the Asset Coverage Ratio, the Reserve Value shall be calculated as set out in the latest Reserve Value Report, provided that any Reserve Value attributable to any oil and gas reserves and/or related rights in whole or part disposed of, cancelled, withdrawn, revoked, abandoned, expired or otherwise terminated or discontinued since the date of the latest Reserve Value Report shall be excluded from the calculation of Reserve Value to the extent so affected. For the sake of clarity, any new oil and gas reserves and/or related rights or any increased interest in any existing oil and gas reserves acquired since the date of the latest Reserve Value Report shall only be included in the calculation of Reserve Value when the same has been included in a new, updated and published Reserve Value Report (including on a pro forma basis in respect of assets to be acquired).

14.17.214.15.2 Incurrence Test

- (a) The Incurrence Test is satisfied with respect to any (1) Distribution by a Group Company to the direct or indirect shareholders of the Issuer or (2) incurrence of Financial Indebtedness subject to the satisfaction of the Incurrence Test, in each case if the following conditions are satisfied:
 - (i) no Event of Default is continuing or would result therefrom; and
 - (ii) a maximum Leverage Ratio of 1.75x on a pro forma basis, immediately following the occurrence of the relevant event; and
 - (iii) with respect to a Distribution, ~~the Net Debt shall be less than USD 50,000,000 (or the equivalent in other currencies) and the~~ Cash and Cash Equivalents shall be not less than USD 50,000,000 (or the equivalent in other currencies) immediately following the Distribution.
- (b) For the purpose of calculating the Leverage Ratio in respect of the Incurrence Test, Net Debt shall be calculated as at the relevant testing date with the following adjustments:

- (i) Net Debt shall be measured on the relevant testing date so determined, and include the drawn commitments under new Financial Indebtedness in respect of which the Incurrence Test is applied.
- (ii) Any cash balance resulting from the incurrence of such new Financial Indebtedness shall not reduce the Net Debt.
- (iii) In respect of any Distribution, any cash to be distributed or contributed in any way shall be deducted when calculating Net Debt.
- (iv) The figures for EBITDA for the 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:
 - (A) entities, assets or operations acquired by, disposed of or discontinued by the Group during the Relevant Period, or after the end of the Relevant Period but before the relevant testing date, shall be included or excluded (as applicable), pro forma, for the entire Relevant Period; and
 - (B) any entity to be acquired with the proceeds from new Financial Indebtedness shall be included, pro forma, for the entire Relevant Period.

15. EVENTS OF DEFAULT AND ACCELERATION OF THE BONDS

15.1 Events of Default

Each of the events or circumstances set out in this Clause 15.1 shall constitute an Event of Default:

(a) Non-payment

An Obligor 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 five (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 five (5) Business Days following the original due date.

(b) Breach of other obligations

An Obligor 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 twenty (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 by any Group Company under or in connection with any Finance Documents is or proves to have been incorrect, inaccurate or misleading in any material respect when made.

(d) Cross default

If for any Group Company (other than the Unrestricted Group Companies):

- (i) any Financial Indebtedness is not paid when due nor within any applicable grace period; or
- (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); or
- (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 USD 5,000,000 (or the equivalent thereof in any other currency).

(e) Insolvency and insolvency proceedings

Any Group Company (other than the Unrestricted Group Companies):

- (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 its ability to perform its payment 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 15.1

(a) *(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 twenty (20) Business Days of commencement.

(f) *Creditor's process*

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of any Group Company (other than the Unrestricted Group Companies) having an aggregate value exceeding the threshold amount set out in paragraph (d) *(Cross default)* above and is not discharged within twenty (20) Business Days.

(g) *Unlawfulness*

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

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

(h) *Hydrocarbon Asset Termination Event*

Any Hydrocarbon Asset Termination Event with respect to a PSC shall be an Event of Default unless such Hydrocarbon Asset Termination Event is capable of being remedied and is remedied within sixty (60) calendar days after notice thereof has been given by the Issuer to the Bond Trustee.

15.2 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 15.3 *(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 (or direct the Security Agent to 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.

15.3 Bondholders' instructions

The Bond Trustee shall serve a Default Notice pursuant to Clause 15.2 *(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.

15.4 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);

- (a) for any Event of Default arising out of a breach of Clause 15.1 (*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.

16. BONDHOLDERS' DECISIONS

16.1 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 17.1 (*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 fifty per cent. (50.00%) 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 18.1 (*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.

16.2 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 ten (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 ten (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.

16.3 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 16 (*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.

16.4 Repeated Bondholders' Meeting

- (a) Even if the necessary quorum set out in paragraph (e) of Clause 16.1 (*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 ten (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 16.1 (*Authority of the Bondholders' Meeting*), Clause 16.2 (*Procedure for arranging a Bondholders' Meeting*) and Clause 16.3 (*Voting rules*) shall apply *mutatis mutandis* to a repeated Bondholders' Meeting, with the exception that the quorum requirements set out in paragraph (e) of Clause 16.1 (*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 16.5 (*Written Resolutions*), even if the initial meeting was held pursuant to the procedures of a Bondholders' Meeting in accordance with Clause 16.2 (*Procedure for arranging a Bondholders' Meeting*) and vice versa.

16.5 Written Resolutions

- (a) Subject to these Bond Terms, anything which may be resolved by the Bondholders in a Bondholders' Meeting pursuant to Clause 16.1 (*Authority of the Bondholders' Meeting*) may also be resolved by way of a Written Resolution. A Written Resolution passed with the relevant majority is as valid as if it had been passed by the Bondholders in a Bondholders' Meeting, and any reference in any Finance Document to a Bondholders' Meeting shall be construed accordingly.
- (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 16.1 (*Authority of the Bondholders' Meeting*), 16.2

(*Procedure for arranging a Bondholders' Meeting*), Clause 16.3 (*Voting Rules*) and Clause 16.4 (*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 16.2 (*Procedure for arranging Bondholders Meetings*); or
- (ii) provisions which are otherwise in conflict with the requirements of this Clause 16.5 (*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 ten (10) Business Days but not more than fifteen (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 16.1 (*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 16.1 (*Authority of Bondholders' Meeting*).

17. THE BOND TRUSTEE

17.1 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.

17.2 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 or any other Obligor 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 17.4 (*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 value in order to facilitate partial redemptions, write-downs or restructurings of the Bonds or in other situations where such split is deemed necessary.

17.3 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.

17.4 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 any Obligors, 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 or the Security Agent 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 15.3 (*Bondholders' instructions*) or Clause 16.2 (*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.

17.5 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 16 (*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 17.5

(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 17.5 *(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.

17.6 Security Agent

- (a) The Bond Trustee is appointed to act as Security Agent for the Bonds, unless any other person is appointed. The main functions of the Security Agent may include holding Transaction Security on behalf of the Secured Parties and monitoring compliance by the Issuer and other relevant parties of their respective obligations under the Transaction Security Documents with respect to the Transaction Security on the basis of information made available to it pursuant to the Finance Documents.
- (b) The Bond Trustee shall, when acting as Security Agent for the Bonds, at all times maintain and keep all certificates and other documents received by it, that are bearers of right relating to the Transaction Security in safe custody on behalf of the Bondholders. The Bond Trustee shall not be responsible for or required to insure against any loss incurred in connection with such safe custody.
- (c) Before the appointment of a Security Agent other than the Bond Trustee, the Issuer shall be given the opportunity to state its views on the proposed Security Agent, but the final decision as to appointment shall lie exclusively with the Bond Trustee.
- (d) The functions, rights and obligations of the Security Agent may be determined by a Security Agent Agreement to be entered into between the Bond Trustee and the Security Agent, which the Bond Trustee shall have the right to require each Obligor and any other party to a Finance Document to sign as a party, or, at the discretion of the Bond Trustee, to acknowledge. The Bond Trustee shall at all times retain the right to instruct the Security Agent in all matters, whether or not a separate Security Agent Agreement has been entered into.
- (e) The provisions set out in Clause 17.4 *(Expenses, liability and indemnity)* shall apply

mutatis mutandis to any expenses and liabilities of the Security Agent in connection with the Finance Documents.

18. AMENDMENTS AND WAIVERS

18.1 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 16 (*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.

18.2 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.

18.3 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 18 (*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 18.1(a)(i) (*Procedure for amendments and waivers*), the Bond Trustee may inform the Bondholders of such waiver or amendment at a relevant information platform.

19. MISCELLANEOUS

19.1 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.

19.2 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.

19.3 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.

19.4 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;
- (A) the Issuer will be relieved from its obligations under paragraph (a) of Clause 12.2 (*Requirements as to Financial Reports*), Clause 12.4 (*Put Option Event*), Clause 12.5 (*Information: Miscellaneous*), Clause 13 (*General and financial undertakings*) and Clause 14 (*Issuer's special undertakings*);
 - (B) any Transaction Security shall be released and the Defeasance Pledge shall be considered replacement of the Transaction Security; and
 - (C) any Obligor shall be released from any Guarantee or other obligation applicable to it under any Finance Document.
- (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 19.4 may not be reversed.

20. GOVERNING LAW AND JURISDICTION

20.1 Governing law

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

20.2 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.

20.3 Alternative jurisdiction

Clause 20 (*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 other Obligor or any of their respective assets in any court in any jurisdiction; and
- (b) to commence such proceedings, including enforcement proceedings, in any competent jurisdiction concurrently.

20.4 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, the Issuer:
 - (i) irrevocably appoints Advokatfirmaet Wiersholm AS as its agent for service of process in relation to any proceedings in connection with these Bond Terms; and
 - (ii) agrees that failure by an agent for service of process to notify the Issuer of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Issuer must immediately (and in any event within ten (10) Business Days of such event taking place) appoint another agent on terms acceptable to the Bond Trustee. Failing this, the Bond Trustee may appoint another agent for this purpose.

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

SIGNATURES:

The Issuer: SHAMARAN PETROLEUM CORP. By: . Position:	As Bond Trustee and Security Agent: NORDIC TRUSTEE AS By: Position:
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**ATTACHMENT 1
COMPLIANCE CERTIFICATE**

[date]

Dear Sirs,

Shamaran Petroleum Corp. 12.00% bonds 2021/2027 ISIN NO 0011057622

We refer to the Bond Terms for the above captioned Bonds made between Nordic Trustee ASA as Bond Trustee on behalf of the Bondholders and the undersigned as Issuer. Pursuant to Clause 12.1 of the Bond Terms a Compliance Certificate shall be issued in connection with each delivery of Financial Reports to the Bond Trustee.

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

The financial covenants set out in Clause 14.17 (*Financial covenants*) are met, please see the calculations and figures in respect of the ratios attached hereto.

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

Yours faithfully,

SHAMARAN PETROLEUM CORP.

By:

Name:

Position:

Enclosure: Annual Financial Statements / Interim Accounts; [and any other written documentation]

