

PROSPECTUS



BEERENBERG AS

(org nr. 998 789 362)

Listing on Oslo Børs

Beerenberg AS FRN senior secured NOK 750,000,000 callable bonds

2020/2023

ISIN NO0010904782

THIS PROSPECTUS SERVES AS A LISTING PROSPECTUS ONLY AS REQUIRED BY NORWEGIAN LAW AND REGULATIONS. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO BUY, SUBSCRIBE OR SELL ANY OF THE SECURITIES DESCRIBED HEREIN, AND NO SECURITIES ARE BEING OFFERED OR SOLD PURSUANT TO IT.

26 April 2021

IMPORTANT NOTICE

This prospectus (together with the appendices, the "**Prospectus**") has been prepared by Beerenberg AS (the "**Issuer**", together with its subsidiaries and its direct and indirect controlling entities, the "**Group**", each a "**Group Company**") to provide information about the Group and its business in connection with the listing of the bonds issued in the Beerenberg AS 20/23 FRN C (the "**Bonds**" and the "**Bond Issue**") on Oslo Børs.

For the definitions of terms used throughout this Prospectus, see section 11 "Definitions and Glossary of Terms".

This Prospectus has been prepared to comply with the Norwegian Securities Trading Act of 29 June 2007 no. 75, as amended (the "**Norwegian Securities Trading Act**") and related secondary legislation, including Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as amended, and as implemented in Norway in accordance with Section 7-1 of the Norwegian Securities Trading Act (the "**EU Prospectus Regulation**"). This Prospectus has been prepared solely in the English language.

This Prospectus has been approved by the Financial Supervisory Authority of Norway (*Norwegian: Finanstilsynet*) (the "**NFSA**"), as competent authority under the EU Prospectus Regulation. The NFSA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation, and such approval should not be considered as an endorsement of the Issuer or the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the securities.

The Issuer has furnished the information in this Prospectus and accepts responsibility for the information contained herein. No other party makes any representation or warranty, express or implied, as to the accuracy or completeness of such information, and nothing contained in this Prospectus is, nor shall be relied upon as, a promise or representation by any party. This Prospectus does not contain any offer to subscribe and/or purchase the Bonds.

All inquiries relating to this Prospectus should be directed to the Issuer. No person is authorized to give any information about, or make any representation on behalf of, the Issuer in connection with the Bonds, and, if given or made, such other information or representation must not be relied upon as having been authorized by the Issuer.

The information contained herein is current as of the date of this Prospectus and subject to change, completion or amendment without notice. In accordance with Article 23 of the EU Prospectus Regulation, significant new factors, material mistakes or material inaccuracies relating to the information included in this Prospectus, which may affect the assessment of securities and which arises or is noted between the time when this Prospectus is approved by the NFSA and the listing of the Bonds on Oslo Børs, will be mentioned in a supplement to this Prospectus without undue delay. Neither the publication nor distribution of this Prospectus shall under any circumstances imply that there has been no change in the Group's affairs or that the information herein is correct as at any date subsequent to the date of this Prospectus.

This Prospectus shall be governed by and construed in accordance with Norwegian law. The courts of Norway, with Oslo as legal venue, shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Prospectus.

The distribution of this Prospectus in certain jurisdictions may be restricted by law. This Prospectus does not constitute an offer to buy, subscribe or sell any of the securities described herein, and no securities are being offered or sold pursuant to it. The Issuer requires persons in possession of this Prospectus to inform themselves about and to observe any such restrictions. This Prospectus serves as a listing prospectus as required by applicable laws and regulations.

The Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or under the securities law of any other state or other jurisdiction in the United States and may not be offered, sold, pledged or otherwise transferred directly or indirectly within the United States except pursuant to an exemption from the registration requirements of the U.S. Securities Act and in compliance with applicable state securities laws of any state or other jurisdiction of the United States.

This Prospectus is not to be considered as legal, business or tax advice. Each investor should consult its own advisors as to legal, business, financial or tax aspect of this Prospectus and the Bonds, and any investors in any doubt about the content of this Prospectus should consult their stockbroker, bank manager, lawyer, accountant or other professional adviser.

Investing in the Bonds involves certain inherent risks. Each potential investor in the Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- have access, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact the Bonds will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds;
- understand thoroughly the terms of the Bonds; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks. For an overview of relevant risk factors for the Bonds, please see section 2 "Risk Factors" of this Prospectus

TABLE OF CONTENTS

1	SUMMARY	5
2	RISK FACTORS	11
3	PERSONS RESPONSIBLE	23
4	DESCRIPTION OF THE BONDS.....	24
5	BUSINESS OVERVIEW	33
6	CORPORATE INFORMATION AND DESCRIPTION OF THE SHARE CAPITAL	37
7	ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES	40
8	HISTORICAL FINANCIAL INFORMATION.....	43
9	TREND INFORMATION	45
10	ADDITIONAL INFORMATION	46
11	DEFINITIONS	48

APPENDIX 1: The Bond Terms

APPENDIX 2: The Guarantee Agreement

APPENDIX 3: The Intercreditor Agreement

APPENDIX 4: Beerenberg Holdco AS 2020 Annual Financial Statements

APPENDIX 5: Beerenberg Holdco AS 2019 Annual Financial Statements

APPENDIX 6: Beerenberg Services AS 2020 Annual Financial Statements

APPENDIX 7: Beerenberg Services AS 2019 Annual Financial Statements

1 SUMMARY

SECTION (A) INTRODUCTION

The name of the securities is Beerenberg AS FRN senior secured NOK 750,000,000 callable bonds 2020/2023. The ISIN code of the securities is NO0010904782.

The name of the issuer is Beerenberg AS, a company existing under the laws of Norway with registration number 998 789 362. The Company's legal entity identifier (LEI) is 5967007LIEEXZXFUSW82.

The contact details of the Issuer are as follows: Kokstaddalen 33, 5257 Kokstad, Norway and telephone +47 55 52 66 00.

The bookrunners of the securities are ABG Sundal Collier ASA and Danske Bank A/S, Norwegian Branch, which have acted as advisors to the Issuer in relation to the pricing of the securities.

The Norwegian FSA is the competent authority which has approved the prospectus. The Norwegian FSA is registered in the Register of Business Enterprises, Norway with registration number 840 747 972. The contact details of the Norwegian FSA are as follows: Finanstilsynet, P.O. Box 1187 Sentrum, N-0107 Oslo, Norway. The prospectus was approved on 26 April 2021.

Please note the following warnings:

- the summary should be read as an introduction to the prospectus;
- any decision to invest in the securities should be based on a consideration of the prospectus as a whole by the investor;
- the investor could lose all or part of the invested capital
- where a claim relating to the information contained in a prospectus is brought before a court, the plaintiff investor might, under national law, have to bear the costs of translating the prospectus before the legal proceedings are initiated;
- civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the prospectus, or where it does not provide, when read together with the other parts of the prospectus, key information in order to aid investors when considering whether to invest in such securities;
- you are about to purchase a product that is not simple and may be difficult to understand.

SECTION (B) KEY INFORMATION ON THE ISSUER

Who is the issuer of the securities?

The issuer of the securities is Beerenberg AS, a private limited liability company incorporated and domiciled in Norway and existing under the laws of Norway with registration number 998 789 362 in the Norwegian Register of Business Enterprises. The Issuer's legal entity identifier (LEI) is 5967007LIEEXZXFUSW82.

The Group is one of the leading suppliers of maintenance and modifications services on the NCS as well as a global provider of insulating products. Its expertise covers the entire life cycle of the petroleum industry from field studies and newbuilds to maintenance, modifications and lifetime extensions.

As of the date of this Prospectus, the largest shareholder of the Company is Segulah IV LP (83.9%). The guarantors are wholly owned by the Company. The Issuer is the parent company of the Group. Beerenberg Holding AS (guarantor) is a holding company with the sole purpose of holding the shares in Beerenberg Services AS (guarantor). The operational activities are organized in Beerenberg Services AS and its subsidiaries.

The Issuer, including the Group, has the following key managing directors:

Name	Position
Arild Apelthun	CEO
Nils Halvor Berge	EVP New Build & Modifications Projects
Harald Haldorsen	CFO
Gro Hatleskog	EVP Business Support
Roger Kjeilen	EVP Tender
Steinar Kobbeltvedt	EVP HSEQ&Risk
Toni Suomäki	EVP MMO

The Issuer's registered business address, Kokstaddalen 33, 5257 Kokstad, Norway, serves as business address for the members of the Group Management.

The statutory auditor for the Issuer and the Guarantors is PricewaterhouseCoopers AS.

What is the key financial information regarding the issuer ?

Amounts in MNOK	2020	2019
Profit / loss for the year	46.5	45.4
Net financial debt (long term debt plus short term debt minus cash)	599	664
Net Cash flows from operating activities	87.5	126.0
Net Cash flows from financing activities	-188.6	-16.9
Net Cash flow from investment activities	-17.0	-51.9

What are the key risks that are specific to the issuer?

- A majority of the Group's turnover stems from operations carried out on the Norwegian Continental Shelf (NCS) and therefore the Group is heavily exposed to developments in the investment activities on the NCS. While production is forecasted to remain flat on the NCS going forward, recent trends show that oil- and gas companies (e.g. Equinor ASA) reduce or postpone their maintenance and modification investments. Furthermore, there is also a risk that the oil- and gas companies reduce their spending on the NCS, for instance, if greenfield projects are cancelled or postponed and/or if less strict regulations are implemented with respect to the equipment used on the NCS (also reducing the demand for brownfield investments in the form of maintenance and modifications). Any such reduction in the activity levels could materially adversely affect the Group's business, financial conditions, results of operations and prospects;
- The Group's business depends on the level of activity of oil and natural gas exploration, development and production on the NCS and to a certain extent internationally, and in particular, the level of exploration, development and production expenditures of the Group's customers. Demand for the Group's tools, equipment and services are adversely affected by declines in exploration, development and production activity associated with depressed oil and natural gas prices;
- If the Covid-19 pandemic worsens, or if it continues longer than currently projected, that could lead to lower activity within most areas and projects may be reduced, delayed, cancelled or stopped entirely. The occurrence of any of these things could have a material adverse effect on the Issuer's revenues,

EBITDA, business, prospects and its financial and operational condition, which could in turn cause the Group to fail to meet its obligations under the Bond Terms;

- The Group operates in a highly competitive industry, and if the Group is unable to compete effectively, its market positions and sales volumes could be adversely affected, which could have a material adverse effect on the business, results of operations and financial condition of the Group;
- The industry in which the Group operates is characterized by new technological developments, inter alia with respect to automatisisation and digitalisation, that have resulted in, and will likely continue to result in, improvements in equipment functions and performance. If the Group is not successful in developing new equipment and technology, as well as keeping its existing equipment up to industry standards, in a timely and cost-effective manner, this could materially adversely affect the Group's business, results of operations and financial condition. In addition, rapid and frequent technology and market demand changes can render existing technologies obsolete, requiring substantial new capital expenditures, and could have a negative impact on the Group's market share;
- The Group depends on a limited number of significant customers and the successful execution of significant projects in which it is engaged from time to time, and the loss of business from a significant customer, or the failure to perform under any contract with such significant customer or in respect of a significant project, could have a material adverse effect on the business, results of operations and financial condition of the Group;
- The oil and gas industry is heavily regulated and governmental laws and regulations could affect operations, increase operating costs and restrict, or make it more challenging for, the Group to conduct its business and/or deliver its services. In addition, the Group has, inter alia, in certain material customer contracts undertaken to comply with industry standard and guidelines introduced by various organizations and authorities;
- The Group operates in a number of countries throughout the world, including countries with inherent risks relating to fraud, bribery, corruption and trade sanctions, such as Nigeria, Kazakhstan, Thailand and Korea. The Group's operations in less developed or newly industrialised countries expose the Group to additional risks created, inter alia, by political unrest. Violation of anti-corruption or anti-bribery laws and regulations and trade sanctions could affect the business, results of operations and financial condition of the Group;
- The Group depends on a number of suppliers in order to carry on its business. Apart from within the Benarx and subsea divisions of the Group, the Group's supply chain is generally well diversified and without any material, non-generic, suppliers. If disruptions in the Group's supply chain causes delays or otherwise cause the Group to default on its obligations under other agreements, then this may lead loss of reputation and/or liability under other agreement. The aforementioned, may have an adverse effect on the Group's financial condition;
- Delayed payment of significant amounts payable from customers could have a material adverse effect on the liquidity of the Group;
- The Group may be unable to meet its funding needs as they arise due to restrictive covenants in financing arrangements, which could have a material adverse effect on its business, results of operations and financial condition;
- The Group faces interest rate risk from borrowings and deposits with a floating rate.

SECTION (C) KEY INFORMATION ON THE SECURITIES

What are the main features of the securities ?

The Bond Issue is a secured callable bond issue with floating interest rate. The Issue Date was 13 November 2020 and Maturity Date is 13 November 2023. The ISIN code of the Bond Issue is NO0010904782. The borrowing amount is NOK 750,000,000. The Initial Nominal Amount of each Bond is NOK 1. The Interest Rate is the aggregate of the Reference Rate (NIBOR) and a Margin of 8.99 per cent p.a., with interest payment dates each 13 February, 13 May, 13 August and 13 November.

The Bonds shall be repaid by the Issuer in the following instalments at 103.25 per cent of the Nominal Value, plus accrued but unpaid interest on the redeemed amount: (i) NOK 25,000,000 on the Interest Payment Date in May 2021; (ii) NOK 25,000,000 on the Interest Payment Date in November 2021; (iii) NOK 25,000,000 on the Interest Payment Date in May 2022; (iv) NOK 25,000,000 on the Interest Payment Date in November 2022; and (v) NOK 25,000,000 on the Interest Payment Date in May 2023. Any remaining Outstanding Bonds will be redeemed in full on the Maturity Date at a price equal to 103.25 per cent. of the Nominal Amount. Instalment payments will be made pro rata in accordance with the applicable regulations of the CSD.

Fulfilment of the secured obligations under the Bond Agreement is secured by a guarantee issued by selected subsidiaries of the Issuer.

The Bonds constitutes 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). The Bonds shall be secured by the Transaction Security, but will receive proceeds from the enforcement of such Security (including distressed disposals and payments following any other enforcement event pursuant to the terms of the Intercreditor Agreement) only after the Super Senior Obligations have been repaid in full, in accordance with the waterfall provisions of the Intercreditor Agreement.

Certain purchase or selling restrictions may apply to Bondholders under applicable local laws and regulations from time to time.

Where will the securities be traded ?

Admission to trading on the regulated market of Oslo Børs will take place as soon as possible after the Prospectus has been approved by the Norwegian FSA. The Bonds are not and will not be listed on any other market place.

Is there a guarantee attached to the securities ?

The fulfilment of the secured obligations under the Bond Terms is secured by a corporate guarantee (Norwegian: "selvskyldnerkausjon") issued by each Guarantor in respect of the secured obligations.

The fulfilment of the secured obligations under the Bond Terms is guaranteed by the following Guarantors:

Legal Name	Place of registration	Registration number	LEI Code
Beerenberg Holding AS	Norwegian Register of Business Enterprises	889 694 742	5493008JFZ5H0KOL3Z04
Beerenberg Services AS	Norwegian Register of Business Enterprises	926 146 459	549300BJXLUHTVQXXI42

The contact details of each of the Guarantors are corresponding to the contact details of the Issuer.

Relevant key financial information for the purpose of assessing the Guarantors' ability to fulfil its commitments under the Guarantee:

Beerenberg Holding AS:

Amounts in NOK	2020	2019
Profit / Loss for the year	0	0
Net financial debt (long term debt plus short term debt minus cash)	0	0
Net Cash flows from operating activities	-6,000	0
Net Cash flows from financing activities	1,332	-1,450
Net Cash flow from investing activities	0	0

Beerenberg Services AS:

Amounts in MNOK	2020	2019
Profit / Loss for the year	111	130
Net financial debt (long term debt plus short term debt minus cash)	0	0
Net Cash flows from operating activities	118	216
Net Cash flows from financing activities	-171	-95
Net Cash flow from investing activities	14	-67

There are no qualifications in the audit reports relating to the historical financial information for the Issuer or the Guarantors.

What are the key risks that are specific to the guarantors?

Please see the "key risks that are specific to the issuer" above.

What are the key risks that are specific to the securities ?

- Senior ranking debt on enforcement:* Under the terms and conditions of the Bond issue (the "Bond Terms"), the Issuer and other material group companies (being guarantors under the Bond) is permitted to incur certain material liabilities which will rank senior in priority to the Bonds, including, inter alia, revolving credit facilities, guarantee facilities and certain derivative exposures. Such senior creditors may have conflicting interests with the Bondholders in a default and enforcement scenario, including an incentive to take enforcement steps which may be detrimental to the value of the Bonds. In general and in these situations in particular, there can be no assurance that any enforcement proceeds will be sufficient to cover the prior ranking creditors or the claims under and in relation to the Bonds.
- Risks related to put options, mandatory prepayment and early redemptions* According to the Bond Terms, the Bonds will be subject to prepayment at the option of each Bondholder (put option) if any Person or group of Persons acting in concert (other than the Sponsor) gains control (directly or indirectly) of 50.00 per cent. or more of the shares or voting rights in the Issuer. No assurance can be given that the Issuer will have sufficient funds at the time of such prepayment to make the required redemption of Bonds which could adversely affect the Issuer, e.g. by causing insolvency or an event of default under the Bond Terms, and consequently adversely affect all Bondholders and not only those that choose to exercise the option. Further, under the Bond Terms, the Issuer will reserve the possibility to redeem all or part of the outstanding Bonds before the final redemption date. If the Bonds are redeemed before the final redemption date, the holders of the Bonds have the right to receive an early redemption amount which may exceed the nominal amount in accordance with the Bond Terms. However, there is a risk that it may not be possible for Bondholders to reinvest such proceeds at an effective interest rate as high as the interest rate on the Bonds and may only be able to do so at a significantly lower rate.
- There are certain restrictions on the transferability of the Bonds:* The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended, or any U.S. state securities laws. Subject to certain exemptions, a holder of the Bonds may not offer or sell the Bonds in the United States. The Issuer has not undertaken to register the Bonds under the U.S. Securities Act or any U.S. state securities laws or to effect any exchange offer for the Bonds in the future. Furthermore, the Issuer has not registered the Bonds under any other country's securities laws.
- Liquidity risks and secondary market:* If the Bonds are admitted to trading on a regulated market, active trading in the Bonds does not always occur and a liquid market for trading in the Bonds might not occur even if the Bonds are admitted to trading. This may result in that the Bondholders cannot sell their Bonds when desired or at a price level which allows for a profit comparable to similar investments with an active

and functioning secondary market. Lack of liquidity in the market may have a negative impact on the market value of the Bonds.

- *The market price of the Bonds may be volatile:* The market price of the Bonds could be subject to significant fluctuations in response to actual or anticipated variations in the Group's operating results and those of its competitors, adverse business developments, changes to the regulatory environment in which the Group operates, changes in financial estimates by securities analysts and the actual or expected sale of a large number of Bonds, as well as other factors.

SECTION (D) KEY INFORMATION ON THE ADMISSION TO TRADING ON A REGULATED MARKET

Under which conditions and timetable can I invest in this security ?

The Bonds were initially offered to professional, non-professional and eligible investors prior to the Issue Date 13 November 2020. The Bonds are freely negotiable, however certain purchase or selling restrictions may apply to Bondholders under applicable local laws and regulations from time to time. There is no market-making agreement entered into in connection with the Bond Issue.

Admission to trading on a regulated market will take place as soon as possible after the Prospectus has been approved by the Norwegian FSA. The estimate of total expenses related to the admission to trading are as follow:

Prospectus fee (NFSA) Registration Document NOK 65,000

Prospectus fee (NFSA) Securities Note NOK 18,000

Prospectus fee (NFSA) Guarantees NOK 18,000

Listing fee 2021 (Oslo Børs): NOK 56,530

Registration fee (Oslo Børs): NOK 51,400

Who is the offeror and/or the person asking for admission to trading ?

ABG Sundal Collier ASA ad Danske Bank A/S, Norwegian Branch, have been mandated by the Issuer as bookrunners for the issuance of the Bonds. The bookrunners have acted as advisors to the Issuer in relation to the pricing of the Bond Issue.

Why is this prospectus being produced ?

The Prospectus is being produced for the purpose of listing the Beerenberg AS FRN senior secured NOK 750,000,000 callable bonds 2020/2023 on the regulated market of Oslo Børs. The listing will take place as soon as possible after the Prospectus has been approved by the Norwegian FSA.

The Issuer used the net proceeds from the Bond Issue (OID 98%, net of fees and legal costs of the Managers and the Bond Trustee) to repay BBERG02

The estimated net amount of the proceeds was NOK 724 million. The offer of the Bonds was not subject to an underwriting agreement on a firm commitment basis. There are no material conflicts of interest pertaining to the offer or the admission to trading.

2 RISK FACTORS

2.1 General

An investment in the Bonds involves inherent risk. Before making an investment decision with respect to the Bonds, investors should carefully consider the risk factors and all information contained in this presentation as well as the Company's financial statements and related notes. The risks and uncertainties described below are the principal known risks and uncertainties known by the Group as of the date hereof that the Company believes are the material risks relevant to an investment in the Bonds. An investment in the Bonds is suitable only for investors who understand the risks associated with this type of investment and who can afford to lose all or part of their investment. The absence of negative past experience associated with a given risk factor does not mean that the risks and uncertainties described herein should not be considered prior to making an investment decision in respect of the Bonds. If any of the following risks were to materialise, individually or together with other circumstances, they could have a material and adverse effect on the Group and/or its business, financial condition, results of operations, cash flows and/or prospects, which could cause a decline in the value and trading price of the Bonds and an inability by the Company and the Group to pay amounts due under the Bonds, resulting in the loss of all or part of an investment in the same.

The risk factors are organised in the following categories:

- (i) Risks specific to the Group's industry*
- (ii) Risks specific to the Group's operations*
- (iii) Financial risks*
- (iv) Risks related to the Bonds*

Where a risk factor may be categorised in more than one category, such risk factor appears only once and in the most relevant category for such risk factor. The most material risk factor in a category is presented first under that category, where the materiality has been determined based on the probability of occurrence and expected magnitude of negative impact of the risk. Subsequent risk factors in the same category are not ranked in order of the likelihood of their occurrence or the magnitude of their potential impact.

2.2 Risks relating to the industry and market conditions

2.2.1 Risks related to investment activity levels – supply and demand

A majority of the Group's turnover stems from operations carried out on the Norwegian Continental Shelf (the "NCS") and therefore the Group is heavily exposed to developments in the investment activities on the NCS. While production is forecasted to remain flat on the NCS going forward, recent trends show that oil- and gas companies (e.g. Equinor ASA) reduce or postpone their maintenance and modification investments. Furthermore, there is also a risk that the oil- and gas companies reduce their spending on the NCS, for instance, if greenfield projects are cancelled or postponed and/or if less strict regulations are implemented with respect to the equipment used on the NCS (also reducing the demand for brownfield investments in the form of maintenance and modifications). Any such reduction in the activity levels could materially adversely affect the Group's business, financial conditions, results of operations and prospects.

In addition to its operations on the NCS, the Group operates in Asia, Australia and West Africa. Such operations have historically been consisting of providing subsea- and Benarx installations as part of short term projects; where the Group has participated as a supplier to partners with an on-going local presence. Based on Rystad Energy's supply forecast, the supply demand will not be back on 2019 levels until 2022.

2.2.2 *The business, results of operations and financial condition of the Group depend on the level of exploration, development, production, investment, modification and maintenance activity by oil and gas companies, which are significantly affected by, among other things, demand for oil and gas, volatile oil and gas prices and changes in environmental requirements.*

The Group's business depends on the level of activity of oil and natural gas exploration, development and production on the NCS and to a certain extent internationally, and in particular, the level of exploration, development and production expenditures of the Group's customers. Demand for the Group's tools, equipment and services are adversely affected by declines in exploration, development and production activity associated with depressed oil and natural gas prices. The newbuilding segment is more volatile than the MMO segment. Even the perceived risk of a decline in oil or natural gas prices often causes exploration and production companies to reduce their spending. As described in risk factor "Global market risk" below, oil and natural gas prices began a rapid and substantial decline in the fourth quarter of 2014, which continued to decline or remain depressed in 2015 and 2016 and have remained volatile since. The volatility in oil and natural gas prices imply fluctuations in drilling, completion and other production activities of the Group's customers and related spending on the Group's products and services. These effects could have a material adverse effect on the Group's financial condition, results of operations and cash flows. In addition, higher prices do not necessarily translate into increased drilling activity since clients' expectations about future commodity prices typically drive demand for the Group's products and services.

2.2.3 *Global market risk*

The Group operates within the oil- and gas sector, both onshore and offshore, an industry which is cyclical and correlated with fluctuations in the price of oil and gas. The factors that influence the demand for the Group's services and products, and consequently the Group's turnover, include:

- supply and demand for energy resources and oil and petroleum products, which in turn drives the greenfield investments of the oil- and gas companies;
- global and regional economic and political conditions which affect the demand for hydrocarbons;
- environmental and other legal and regulatory developments, especially requirements and technical requirements to the equipment used in the oil- and gas industry; and
- weather and natural disasters, which in turn affects the oil- and gas price.

For example, even though the Company expects the global demand for oil and gas to increase towards 2030 no assurance can be given that this will be the case. Oil and natural gas prices began a rapid and substantial decline in the fourth quarter of 2014, which continued to decline or remain depressed in 2015 and 2016 and the prices have remained volatile since. A continued decrease in the demand for oil- and gas is likely to have a detrimental effect on greenfield developments and brownfield maintenance and modifications work initiated by the oil- and gas companies, ref. risk factor "The business, results of operations and financial condition of the Group depend on the level of exploration, development, production, investment, modification and maintenance activity by oil and gas companies, which are significantly affected by, among other things, demand for oil and gas, volatile oil and gas prices and changes in environmental requirements" below. This may have a material adverse effect on the Group's business, financial condition, results of operations and cash flows.

2.2.4 *The Issuer's financial and operational condition could be materially adversely affected by the Covid-19 pandemic*

From the middle of March 2020, the Covid-19 pandemic has had an immediate disruptive effect on the Group with most projects shifting from high activity to minimum activity as both the Norwegian authorities and customers implemented regulations to reduce the spread of the virus.

The Group will not go through this pandemic unaffected, but the Group has strengthened its ability to adopt to the changes in market conditions and government regulations. Currently, the Group's ability to deliver products and services is good, but this will be affected by the authorities' future restrictions on the flow of products and manpower. Persistent restrictions on travel between countries and long term closing of borders may present challenges to the Groups activity level.. Currently there are restrictions on travel between countries with borders closed for non-critical foreign workers that might affects the Group's flexibility.

If the Covid-19 pandemic worsens, or if it continues longer than currently projected, that could lead to lower activity within most areas and projects may be reduces, delayed, cancelled or stopped entirely. The occurrence of any of these things could have a material adverse effect on the Issuer's revenues, EBITDA, business, prospects

and its financial and operational condition, which could in turn cause the Group to fail to meet its obligations under the Bond Terms.

2.2.5 The Group operates in a highly competitive industry, and if the Group is unable to compete effectively, its market positions and sales volumes could be adversely affected, which could have a material adverse effect on the business, results of operations and financial condition of the Group.

The main market, in which the Group operates, namely the NCS, is transparent and currently dominated by a few large players, including the Group. In the future, the solidity and resources of the Group's competitors could enable them to better withstand industry downturns, compete more effectively on the basis of technology and geographical scope. Competitors may also be favoured by clients due to better perceived reliability due to size, international presence and balance sheet and may be more successful than the Group in recruiting and retaining skilled personnel. If current competitors or new market entrants introduce new products or services with better features, performance, prices or other characteristics than the Group's products and services, or expand into service areas where the Group operates this could materially adversely affect the Group's business, financial conditions, results of operations and prospects. There is also a risk that customers of the Group decides to insource services and products offered by the Group. Competitive pressures or other factors may result in significant price competition, particularly during industry downturns, which could materially adversely affect the Group's business, results of operations and financial condition. Competition among oilfield services and equipment providers is also affected by each provider's reputation for solidity, safety, quality and technological innovation.

2.2.6 Technological progress could render the current technologies used by the Group obsolete, which could have a material adverse effect on the business, results of operations and financial condition of the Group.

The industry in which the Group operates is characterized by new technological developments, inter alia with respect to automatisisation and digitalisation, that have resulted in, and will likely continue to result in, improvements in equipment functions and performance. As a result, the future success and profitability of industry participants will be dependent, in part, upon its ability to:

- improve existing services and related equipment;
- address the increasingly sophisticated needs of its customers; and
- anticipate changes in technology and industry standards and respond to technological developments in a timely manner.

If the Group is not successful in developing new equipment and technology, as well as keeping its existing equipment up to industry standards, in a timely and cost-effective manner, this could materially adversely affect the Group's business, results of operations and financial condition. In addition, rapid and frequent technology and market demand changes can render existing technologies obsolete, requiring substantial new capital expenditures, and could have a negative impact on the Group's market share. Any failure by the Group to anticipate or to respond adequately to changing technology, market demands and client requirements could adversely affect the Group's business, result of operations and financial condition.

2.3 Risks related to the Group's operations

2.3.1 The Group depends on a limited number of significant customers

The Group depends on a limited number of significant customers and the successful execution of significant projects in which it is engaged from time to time, and the loss of business from a significant customer, or the failure to perform under any contract with such significant customer or in respect of a significant project, could have a material adverse effect on the business, results of operations and financial condition of the Group.

The market in which the Group operates consists of two major sources of income; stand-alone projects and framework agreement with large oil- and gas companies. As of 31 December 2020, income from the five largest contracts accounted for approximately 75% of the Group's consolidated turnover and approximately 59% of the Group's consolidated turnover was derived from two framework agreements, entered into with one operator,

concerning operations both on the NCS and onshore. The said customer agreements are framework agreements, with no minimum purchase requirements, no exclusivity on the part of the Group, and each of the customer agreements may be terminated without cause and with short, or no, notice period.

If the customer under the two abovementioned framework agreements decides to exercise its right to terminate any of those agreements, cease to require services or products under those agreements or, for whatever reason, does not pay for the services provided or the products delivered under those agreements, this could materially adversely affect the business, financial condition and results of operations of the Group. A failure to renew the such agreements or a failure to win new projects under such agreements may also have such effect.

2.3.2 *Compliance with laws, regulations and industry standards*

The oil and gas industry is heavily regulated and governmental laws and regulations could affect operations, increase operating costs and restrict, or make it more challenging for, the Group to conduct its business and/or deliver its services.

The laws and regulations affecting the offshore industry include, among others, laws and regulations relating to:

- protection of the environment;
- quality, health and safety;
- import-export quotas, wage and price controls and imposition of trade barriers;
- local content requirements;
- economic conditions; and
- taxation.

In addition, the Group has, inter alia, in certain material customer contracts undertaken to comply with industry standard and guidelines introduced by various organizations and authorities (for instance Norsok S-006 HSE-evaluation of contractors, NS-EN ISO 9001:2008 Quality management systems Requirements, NS-EN ISO 14001:2004 Environmental management systems Requirements, NS-EN OHSAS 18001:2007 Occupational Health and Safety Management Systems Requirements).

In the event that the Group is unable, at any time, to comply with applicable laws and regulations or the relevant industry standards and guidelines, the operations of the Group may be adversely affected. Any change in or introduction of new laws and regulations and the requirement from customers for the Group to comply with further standards and guidelines may increase the costs of operations, which could have an adverse effect on the Group's profitability. The future costs of maintaining compliance with such new laws and regulations cannot be predicted. Furthermore, if the Group's services and products do not comply with the extensive laws, regulations, industry standards and guidelines applicable and/or undertaken by the Group from time to time, the consequence may be that Group is unable to continue parts of its operations or that material customers terminates their agreements with the Group. The failure to obtain or retain such licenses and permits may have a material adverse effect on the Group's business, results of operations and financial condition.

2.3.3 *The Group's operations in less developed or newly industrialised countries expose the Group to additional risks created, inter alia, by political unrest. Violation of anti-corruption or anti-bribery laws and regulations and trade sanctions could affect the business, results of operations and financial condition of the Group.*

The Group operates in a number of countries throughout the world, including countries with inherent risks relating to fraud, bribery, corruption and trade sanctions, such as Nigeria, Kazakhstan, Thailand and Korea. The Group is committed to doing business in accordance with applicable anti-corruption and trade sanctions laws and its code of business conduct and ethics. The Group is subject, however, to the risk that the Group, its affiliated entities or their respective officers, directors, employees and agents may take actions determined to be in violation of such anti-corruption or trade sanction laws. Any such violation could result in substantial fines, sanctions, civil and/or criminal penalties and curtailment of operations in certain jurisdictions and might adversely affect the Group's business, results of operations or financial condition. In addition, actual or alleged violations could damage the

Group's reputation and ability to do business (for instance, several of the Group's customer agreements are made conditional upon the Group complying with such laws and regulations). Further, detecting, investigating, and resolving actual or alleged violations is expensive and can consume significant time and attention of the Group's senior management.

2.3.4 The Group is subject to environmental laws and regulations and liability under such laws and regulations could have a material adverse effect on the business, results of operations and financial condition of the Group

The activities of the Group are subject to environmental laws and regulations. Compliance with such laws and regulation can require significant expenditures and a breach may result in the imposition of fines and penalties, some of which may be material. Environmental and energy matters have been the focus of increased scientific and political scrutiny, and environmental legislation is evolving in a manner expected to result in stricter standards and enforcement, larger fines and liability and potentially increased capital expenditures and operating costs. Environmental laws may result in a material increase in the costs of the Group's operations or otherwise adversely affect the Group's financial condition, results of operations and prospects. The discharge of oil, natural gas or other pollutants into the air or water may give rise to liabilities, inter alia, to third parties and may require the Group to incur costs to remedy such discharge. International agreements, national laws, state laws and various regulatory schemes limit or otherwise regulate energy-related activities, such as emissions of greenhouse gasses, and additional restrictions are under consideration by governmental entities. These legal requirements as well as fuel conservation measures, alternative fuel requirements, increasing consumer demand for alternatives to oil and natural gas, technological advances in fuel economy and energy generation devices could reduce demand for oil and natural gas. The Company cannot predict the impact of the changing demand for oil and gas services and products, and any major changes may have a material adverse effect on the Group's business, financial condition and results of operations.

Environmental laws may also expose the Group to liability for the conduct of or conditions caused by others, or for acts of the Group which were in compliance with all applicable laws at the time such actions were taken. Furthermore, some environmental laws provide for joint and several strict liabilities for remediation of releases of hazardous substances, which could result in liability for environmental damage without regard to negligence or fault. Any liability for the Group pursuant to the aforementioned could adversely affect the Group's business, financial condition and results of operations.

2.3.5 The success of the Group is dependent upon its ability to retain, hire and utilise qualified personnel and senior management.

The successful development and performance of the Group's business depends on its ability to attract and retain skilled professionals with appropriate experience, technical expertise, training and certificates. The Group's success depends, to a significant extent, on the continued services of the individual members of its employees and management team, who have substantial experience in the industry. The competition and demand for qualified personnel with relevant experience has increased in recent years. If this increase continues and is coupled with improved demand for the Group's services, shortages of qualified personnel could develop, creating upward pressure on wages and making it more difficult to staff and service the Group's operations.

2.3.6 Labour interruptions and extensive use of temporary and hired labour could have a material adverse effect on the business, results of operations and financial condition of the Group.

The Group currently has approximately 1,220 employees mainly based in Norway. Many of the Group's employees are members of labour unions and future employees may also be members of labour unions. Labour unrest, to which the Group is subject from time to time, could prevent or hinder the Group's services from being carried out normally and, if not resolved in a timely and cost-effective manner, could have a material adverse effect on its business, results of operations and financial condition.

In addition to permanent employees, the Group makes extensive use of temporary and hired labour. This is done in order to bridge gaps in labour capacity during a year and hence optimising cost and risks relating to staffing. In the financial year 2020, the total cost associated with the use of external personnel was approximately MNOK

260. There is a risk that hired and/or temporary employees will be deemed, by law, to be permanent employees of the Group (if they de facto serve as permanent employees). This may cause the Group to incur additional labour costs and may also entitle the relevant employees to permanent employment protection. In case of the latter, the flexibility to optimise cost and risks relating to staffing, will fall away. This can have a material adverse effect on the Group's financial conditions.

2.3.7 Offshore operation sites are inherently dangerous workplaces, and failure by the Group to maintain safe work sites could have a material adverse effect on its business, reputation, results of operations and financial condition

The Group is bound by laws and regulations to preserve the safety, health and work environment of its employees. Furthermore, the Group has undertaken, in certain customer contracts, to comply with such laws, regulations and industry standards at all times. In addition, the Group has also undertaken to implement internal procedures to comply with such requirements. A failure to comply, or to implement adequate procedures to ensure compliance, with HSEQ requirements may not only lead to loss of reputation, but it can also make material customers terminate customer agreements. In addition, the Group may be subject to fines, law suits and penalties in the event of such non-compliance. A bad track record relating to HSEQ compliance, and performance, may also prevent and inhibit the Group from being awarded future customer agreements in public and/or private tenders or offerings. All of the above can have a material adverse effect on the Group's business, results of operations and financial condition. The Group's employees who are involved in the offshore operations performed by the Group are considered as a group particularly exposed to risks in the industry, as defined by the Norwegian Petroleum Safety Authority. Consequently special measures have been adopted, and are considered at a continuing basis, to reduce the risk of injury and ill-health for such employees. However, no assurance can be given that the measures and routines implemented by the Group are sufficient, or that internal routines will be followed in practice.

2.3.8 The Group may be subject to claims for personal injury and property damage which could have a material adverse effect on its business, reputation, results of operations and financial condition

The Group may also be subject to property, environmental and other damage claims by oil and natural gas companies and other businesses operating offshore and in coastal areas. Litigation arising from an accident at a location where the Group's products or services are used or provided may cause the Group to be named as a defendant in lawsuits asserting potentially large claims. Such events could result in substantial losses.

The numerous operating hazards inherent in the Group's business further increase the Group's exposure to litigations, which may involve, among other things, contract disputes, personal injury and environmental litigation.

There is no assurance that insurance or indemnification agreements will adequately protect the Group against liability from all of the consequences of the hazards and risks described above.

2.3.9 The Group is dependent on the supply of materials from third parties to complete many of its contracts and any disruptions in the supply chain could have a material adverse effect on its business, reputation, results of operations and financial condition

The Group depends on a number of suppliers in order to carry on its business. Apart from within the Benarx and subsea divisions of the Group, the Group's supply chain is generally well diversified and without any material, non-generic, suppliers. Part of the business carried out in Benarx relates to third party materials, and reselling and installation of products from third parties, such as TechnipFMC's Novolastic. If the relevant supplier(s) within the Benarx or subsea division terminate their cooperation with the Group, then the Group operations within that division may be materially and adversely affected. Furthermore, the termination by one or several suppliers of their supply agreements may, in general, cause disruptions within the Group's operations and cause the Group to default on its obligations under, for instance, customer agreements. If disruptions in the Group's supply chain causes delays or otherwise cause the Group to default on its obligations under other agreements, then this may lead loss of reputation and/or liability under other agreement. The aforementioned, may have an adverse effect on the Group's financial conditions.

2.3.10 Failure to protect intellectual property rights or otherwise information or trade secrets used in the services and products used or owned by the Group or invalidation, circumvention, or challenges to intellectual property rights used or owned by the Group could have a material adverse effect on the Group's competitive position.

The business of the Group relies on a variety of intellectual property rights, other proprietary information and trade secrets, which are used in its services and products and the Group continuously invests in research and development to develop new products and services.

The group is also depending on licenses and distribution agreements to use certain technologies owned by third parties, including insulation materials, chemicals, coating and passive fire protection. The Group may not be able to successfully preserve such intellectual property rights, proprietary information or trade secrets, and the intellectual property rights of the Group could be invalidated, circumvented or challenged. For example, the Group may not in due time adequately file for protection of its newly developed technology. In addition, the laws of certain foreign countries in which the services and products of the Group may be sold do not adequately protect intellectual property rights. Failure to protect intellectual property rights, other proprietary information or trade secrets and any successful intellectual property challenges or infringement proceedings against the Group could have a material adverse effect on the Group's competitive position.

The Group conducts a portion of its business in cooperation with third parties and, accordingly, the Group may disclose technology, know-how and other intellectual property to the joint arrangement. The Group's rights in its confidential information, trade secrets and confidential know-how will not prevent third parties from independently developing similar information. Publicly available information (e.g., information in expired issued patents, published patent applications and scientific literature) can also be used by third parties to independently develop technology. There can be no assurance that such independently developed technology will not be equivalent or superior to the proprietary technology of the Group, which could have a material adverse effect on the business, results of operations and financial condition of the Group.

2.3.11 The business of the Group is associated with risk of cost overruns, especially in fixed-price contracts, contracts with similar fixed-price compensation terms or contracts with fixed-price elements, and the Group may experience reduced profits or, in some cases, losses under these contracts if costs increase above its estimates

The Group generates revenue both under reimbursable contracts and under fixed-price (unit price) contracts. Most of the work the Group performs include both elements and will vary depending on scope of work and other conditions. To a lesser extent the Group also performs fixed price contracts, mainly on product deliveries or where the scope of work can be defined.

Under fixed-price contracts, contracts with similar fixed-price compensation formats and contracts with fixed-price elements, contract prices are established based on pre-defined models, but in part based on cost and scheduling estimates that are based on a number of assumptions, including assumptions regarding future economic conditions, prices and availability of labour, equipment and materials, and other contributing factors. These estimates are often given before the tender of a project and before delivery terms and prices are agreed with sub-contractors and could thus be based on assumptions that may not accurately reflect actual costs, schedules or other aspects of the project. If the estimates are inaccurate, there are errors or ambiguities as to contract specifications or circumstances change due to, among other things, site specific conditions, unanticipated technical problems, increased or decreased scope caused by design development, difficulties in obtaining permits or approvals, changes in local laws or labour conditions, sea and weather conditions, changes in the costs of materials, labour costs and productivity or the vendors' or sub-contractors' inability to perform, inaccurate hedging or delays with performing, then cost overruns may occur and the Group could experience (as it has in the past) reduced profitability or, in some cases, a loss for that project.

Generally, cost overruns caused by inaccurate assumptions, design issues or manufacturing errors will not relieve the Group of its obligations to complete the project at the price and time agreed with the customer.

In addition to covering its own costs related to project delays and cost overruns, fixed-price contracts generally require the Group to pay liquidated damages to the customer for the period of the delay (sometimes subject to a

grace period or maximum number of days) and to cover its own costs related to mitigating delays. If the project is significant, or if there are one or more issues that affect multiple projects, costs overruns could have a material adverse effect on the business, results of operations and financial condition of the Group.

In addition, the Group is exposed to cost escalations in addition to the risk of inflation with respect to fixed-price contracts as escalation is often not sufficiently provided for in such contracts. This risk is more pronounced in respect of long-term contracts and contracts for operations in countries with unstable inflation. If inflation is higher than estimated when the contract was entered into, it could adversely affect the profitability of a project, which could have a material adverse effect on the business, results of operations and financial condition of the Group.

2.3.12 Failure by the Group to complete any one of its significant contracts according to contractual performance obligations could have a material adverse effect on the reputation, business, results of operations and financial condition of the Group

In addition to fabrication/construction as the main task, the projects of the Group generally involve engineering services, procurement covering own disciplines, supplies of equipment and personnel as well as construction management. Difficulties in the performance of the aforementioned tasks may, from time to time prevent the Group from completing a project in accordance with contractual performance obligations. In projects where the Group designs and/or manufactures the products delivered (which often is the case when it comes to insulation materials) there is a risk of faulty design and manufacturing, which, in turn, could lead to the Group being responsible for significant rectification costs and other losses incurred by the customer. Failure to complete a project in accordance with the original delivery schedule or to meet the contractual performance obligations may entitle the customer to apply contractual sanctions and cause the Group to incur financial liabilities.

2.3.13 The contracts in the order backlog of the Group may be adjusted, cancelled or suspended and, therefore, the order backlog is not necessarily indicative of future operating revenues of the Group

As at 31 December 2020, the Group's order backlog totalled NOK 8.3 billion. The Group's order backlog represents the contracted future revenue under current contracts; however, the operating revenues included in the order backlog are based on estimates. There can be no assurance that the order backlog will actually be realised as revenues in the amounts reported or, if realised, will result in profits, and the Group's order backlog may be adjusted up or down.

In accordance with industry practice, substantially all of the contracts entered into by the Group are subject to cancellation, termination and suspension at the discretion of the customer and other conditions beyond the control of the Group. In addition, many of the contracts in the current order backlog of the Group are subject to changes in the scope of services to be provided as well as adjustments to the costs relating to the contracts. For example, many of the contracts entered into by the Group are framework agreements where the scope and orders placed by the customers are uncertain, e.g. by exclusion of minimum purchase obligations and leaving scope to be performed subject to change at the customer's discretion.

Projects can remain in the order backlog for extended periods of time because of the nature of the project and the timing of the particular services required by the project. The risk of contract activities in the Group's order backlog being cancelled or suspended generally increases during periods of widespread economic slowdown. Although the frame agreements may remain in the Group's back-log, there is also a risk that the demand under the Group's frame agreements decreases. This risk is increased due to the volatility in the oil and gas markets.

2.4 Financial risks

2.4.1 Delayed payment of significant amounts payable from customers could have a material adverse effect on the liquidity of the Group

From time to time, the Group has disagreed, and may in the future disagree, with customers in respect of allocation of costs and losses in connection with cost overruns or delays in projects and in respect of variation orders, which would result in such customers delaying payment of disputed or undisputed amounts.

Especially in weak economic environments, the Group may experience increased payment delays and failures by customers due to, among other reasons, customers' reduced cash flow from operations or access to the credit

markets. Due to the concentration of turnover from few customers, under few and large customer contracts, delays in payments from any of the Group's customers is likely to cause constraints on the Group's working capital, which in turn may cause members of the Group to default under other arrangements and/or agreements.

If one or more customers fails to pay significant amounts of outstanding receivables in a timely manner or at all, for any reason, this could have a material adverse effect on the Group's liquidity position as the cash or cash equivalents available to the Group may be reduced and the Group may be required to increasingly rely on its credit facilities for liquidity. All of the above could have a material adverse effect on the business, results of operations and financial condition of the Group.

2.4.2 The Group may be unable to meet its funding needs as they arise due to restrictive covenants in financing arrangements, which could have a material adverse effect on its business, results of operations and financial condition

Current and future debt financing (including the Bond Terms) include restrictive covenants which may restrict ongoing or future capital and operating expenditure needs. Due to such restrictive covenants, the Group may be unable to obtain such funding as required to implement its growth strategies or take advantage of opportunities for acquisitions, joint arrangements or other business opportunities. Negative development in revenues or profitability or any unforeseen liabilities, changes in the timing for tax payments or for the payment of accounts payable for the Group may lead to a strained liquidity and working capital position and the potential need for additional funding through equity financing, debt financing or other means. There can be no assurance that any required funding will be available on sufficiently attractive terms, or at all. In addition, adverse developments in the credit markets or other future adverse developments, such as further deterioration of the overall financial markets or worsening of general economic conditions or adverse developments in the Group's results of operations and factors that affect such results, could affect the Group's ability to borrow additional funds as well as the cost and other terms of funding.

If the financing available to the Group is insufficient to meet its financing needs, the Group may be forced to reduce or delay capital expenditures, sell assets or businesses at unanticipated times and/or at unfavourable prices or other terms, seek additional equity capital or restructure or refinance its debt. There can be no assurance that such measures would be successful or adequate to meet the Group's financing needs or would not result in the Group being placed in a less competitive position.

2.4.3 The Group is exposed to currency risk, which could have a material adverse effect on the business, results of operations and financial condition of the Group

The Group operates globally and is exposed to currency risk on commercial transactions, assets and liabilities and investments in foreign operations. Commercial transactions and assets and liabilities are subject to currency risk when payments are denominated in a currency other than the respective functional currency of the relevant member of the Group. Foreign exchange rates could also affect the relative competitiveness of competitors of the Group located in countries that use currencies other than the Norwegian krone.

Management believes that the primary currency-related risk of the Group is, and will continue to be, the risk of reduced competitiveness for non-Norwegian krone denominated contracts in case of a strengthening of the Norwegian krone against the USD, Euro, PLN, SGD, KRW (Won) and GBP (as defined below).

The Group will from time to time use various financial instruments to hedge its exposure to foreign exchange rate risks, but there is no guarantee that the Group's financial results will not be adversely affected by currency exchange rate fluctuations or that any efforts by the Group to engage in currency hedging activities will be effective. Accordingly, fluctuations in currency rates could have a material adverse effect on the business, results of operations and financial condition of the Group.

2.4.4 Interest rate fluctuations could affect the Group's cash flow and have a material adverse effect on the business, results of operations and financial condition of the Group

The Group faces interest rate risk from borrowings and deposits with a floating rate. The Group has entered into certain hedging arrangements designed to fix or limit risk on a portion of these rates, but in the future such arrangements may not be available on commercially reasonable terms. If interest rates were to rise significantly the Group's interest expense would correspondingly increase, thus reducing free cash flow. Accordingly, fluctuations in interest rates could negatively affect the Group's business, results of operations and financial condition.

2.5 Risks related to the Bonds

2.5.1 Senior ranking debt on enforcement

Under the terms and conditions of the Bond issue (the "**Bond Terms**"), the Issuer and other material group companies (being guarantors under the Bond) is permitted to incur certain material liabilities which will rank senior in priority to the Bonds, including, inter alia, revolving credit facilities, guarantee facilities and certain derivative exposures. The intercreditor agreement contains certain provisions regulating instruction rights over the security agent, including instructions as to enforcement. Upon certain conditions being met, such instruction right may be held entirely by a defined majority of such senior creditors (whose claims will rank senior to the Bonds with respect to enforcement proceeds). Such senior creditors may have conflicting interests with the Bondholders in a default and enforcement scenario, including an incentive to take enforcement steps which may be detrimental to the value of the Bonds. In general and in these situations in particular, there can be no assurance that any enforcement proceeds will be sufficient to cover the prior ranking creditors or the claims under and in relation to the Bonds.

2.5.2 Risks related to put options, mandatory prepayment and early redemptions

According to the Bond Terms, the Bonds will be subject to prepayment at the option of each Bondholder (put option) if any Person or group of Persons acting in concert (other than the Sponsor) gains control (directly or indirectly) of 50.00 per cent. or more of the shares or voting rights in the Issuer, provided that the Person (or group of Persons acting in concert) gaining control (directly or indirectly) of 50.00 per cent. or more of the shares or voting rights in the Issuer has been pre-approved by a majority (50.00 per cent.) of the Bondholders attending a quorate Bondholder's meeting or a written resolution. However, there can be no assurance that the Issuer will have sufficient funds at the time of such prepayment to make the required redemption of Bonds which could adversely affect the Issuer, e.g. by causing insolvency or an event of default under the Bond Terms, and consequently adversely affect all Bondholders and not only those that choose to exercise the option.

Under the Bond Terms, the Issuer will reserve the possibility to redeem all or part of the outstanding Bonds before the final redemption date. If the Bonds are redeemed before the final redemption date, the holders of the Bonds have the right to receive an early redemption amount which may exceed the nominal amount in accordance with the Bond Terms. However, there is a risk that it may not be possible for Bondholders to reinvest such proceeds at an effective interest rate as high as the interest rate on the Bonds and may only be able to do so at a significantly lower rate.

2.5.3 Restrictions on the transferability of the Bonds

The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended, or any U.S. state securities laws. Subject to certain exemptions, a holder of the Bonds may not offer or sell the Bonds in the United States. The Issuer has not undertaken to register the Bonds under the U.S. Securities Act or any U.S. state securities laws or to effect any exchange offer for the Bonds in the future. Furthermore, the Issuer has not registered the Bonds under any other country's securities laws. It is each potential investor's obligation to ensure that the offers and sales of Bonds comply with all applicable securities laws. Due to these restrictions, there is a risk that a Bondholder cannot sell its Bonds as desired. Restrictions relating to the transferability of the Bonds could have a negative effect for some of the Bondholders.

2.5.4 *Liquidity risks and secondary market*

If the Bonds are admitted to trading on a regulated market, active trading in the Bonds does not always occur and a liquid market for trading in the Bonds might not occur even if the Bonds are admitted to trading. This may result in that the Bondholders cannot sell their Bonds when desired or at a price level which allows for a profit comparable to similar investments with an active and functioning secondary market.

Lack of liquidity in the market may have a negative impact on the market value of the Bonds. Furthermore, the nominal value of the Bonds may not be indicative compared to the market price of the Bonds if the Bonds are admitted for trading on a regulated market. It should also be noted that during a given time period it may be difficult or impossible to sell the Bonds (at all or at reasonable terms) due to, for example, severe price fluctuations, close down of the relevant market or trade restrictions imposed on the market.

2.5.5 *The market price of the Bonds may be volatile*

The market price of the Bonds could be subject to significant fluctuations in response to actual or anticipated variations in the Group's operating results and those of its competitors, adverse business developments, changes to the regulatory environment in which the Group operates, changes in financial estimates by securities analysts and the actual or expected sale of a large number of Bonds, as well as other factors. In addition, the global financial markets have experienced significant price and volume fluctuations in the past. Should this be repeated in the future there is a risk that it will adversely affect the market price of the Bonds without regard to the Group's operating results, financial condition or prospects making it difficult or impossible to sell the Bonds.

2.5.6 *Investors could be unable to recover losses in civil proceedings in jurisdictions other than Norway*

The Company is a limited company organised under the laws of Norway. The majority of the members of the Company's Board of Directors and Management reside in Norway. As a result, it may not be possible for investors to effect service of process in other jurisdictions upon such persons or the Company, to enforce against such persons or the Company judgments obtained in non-Norwegian courts, or to enforce judgments on such persons or the Company in other jurisdictions.

2.5.7 *The rights of Bondholders depend on the Bond Trustee's actions*

By subscribing for, or accepting the assignment of, any Bond, each Bondholder will accept the appointment of the Bond Trustee being on the issue date Nordic Trustee AS to act on its behalf and to perform administrative functions relating to the Bonds. The Bond Trustee shall have, among other things, the right to represent the Bondholders in all court and administrative proceedings in respect of the Bonds. However, the rights, duties and obligations of the Bond Trustee as the representative of the holders of the Bonds will be subject to the provisions of the Bond Terms, and there is no specific legislation or market practice in Norway (under which laws the Bond Terms will be governed) which would govern the Bond Trustee's performance of its duties and obligations relating to the Bonds. There is a risk that a failure by the Bond Trustee to perform its duties and obligations properly or at all will adversely affect the enforcement of the rights of the Bondholders.

The Bond Trustee may be replaced by a successor Bond Trustee in accordance with the Bond Terms. Generally, the successor Bond Trustee has the same rights and obligations as the resigned Bond Trustee. It may be difficult to find a successor Bond Trustee with commercially acceptable terms or at all.

There is a risk that materialisation of any of the above risks will have a material adverse effect on the enforcement of the rights of the Bondholders and the rights of the Bondholders to receive payments under the Bonds.

2.5.8 *No action against the Issuer and Bondholders' representation*

In accordance with the Bond Terms, the Bond Trustee will represent all Bondholders in all matters relating to the Bonds and the Bondholders are prevented from taking actions on their own against the Issuer. Consequently, individual Bondholders do not have the right to take legal actions to declare any default by claiming any payment from the Issuer and may therefore lack effective remedies unless and until a requisite majority of the Bondholders agree to take such action.

2.5.9 Bondholders' majority decisions and authority of the Bond Trustee

The Bond Terms will include certain provisions regarding Bondholders' meetings and written procedures. Such meetings or written procedures may be held in order to resolve on matters relating to the Bondholders' interests. The Bond Terms will allow stated majorities to bind all Bondholders, including Bondholders who have not taken part in the meeting or written procedure and those who have voted differently to the required majority at a duly convened and conducted Bondholders' meeting or written procedure. Consequently, there is a risk that the actions of the majority in such matters will impact a Bondholder's rights in a manner that is undesirable for some of the Bondholders.

Under the Bond Terms, the Bond Trustee will in some cases have the right to make decisions and take measures that bind all Bondholders. Consequently, there is a risk that the actions of the Bond Trustee in such matters will impact a Bondholder's rights under the Bond Terms in a manner that is undesirable for some of the Bondholders.

3 PERSONS RESPONSIBLE

The board of directors of the Issuer accepts responsibility for the information contained in this Prospectus. The board of directors of the Issuer confirms that to the best of its knowledge, the information contained in this Prospectus is in accordance with the facts and that the Prospectus makes no omission likely to affect its import.

Date: 26 April 2021

Beerenberg AS

Ketil Lenning
Chairman of the Board

Hilde Drønen
Director of the Board

Edvard Sebastian Ehmrooth
Director of the Board

Svein Eggen
Director of the Board

Ingelise Arntsen
Director of the Board

Morten Haakon Walde
Director of the Board

4 DESCRIPTION OF THE BONDS

4.1 Use of proceeds

The net proceeds from the Bond Issue are estimated to approximately NOK 724 million (OID 98%, net of fees and legal costs of the Manager and the Bond Trustee). The Issuer used the net proceeds from the Bond Issue to repay BBERG02.

4.2 Expenses related to the admission to trading

The Issuer's expenses related to the listing of the Bonds on Oslo Børs is approximately NOK 300,000.

4.3 Main terms of the Bonds

The summary below describes the principal terms of the Bonds. Certain of the terms and conditions described below are subject to important limitations and exceptions. The Bond Terms attached to this Prospectus (as Appendix 1) contains the complete terms and conditions of the Bonds.

ISIN:	NO 001 0904782
The reference name of the Bond Issue:	Beerenberg AS FRN senior secured NOK 750,000,000 callable bonds 2020/2023
Issuer:	Beerenberg AS
Security type:	Bond issue with floating rate
Currency:	NOK
Outstanding Amount:	NOK 750 million
Initial Nominal Amount:	The Bonds have an initial nominal value of NOK 1 each.
Nominal Amount	The Initial Nominal Amount (less the aggregate amount by which each Bond has been partially redeemed, if any, pursuant to Clause 10 (Redemption and repurchase of Bonds) of the Bond Terms), or any other amount following a split of Bonds pursuant to Clause 16.2, paragraph (j) of the Bond Terms.
Securities form:	The Bonds are electronically registered in book-entry form with the Norwegian Securities Depository ("VPS")
Issue Date:	13 November 2020
Interest bearing from and including:	Issue Date
Interest bearing to:	Maturity Date
Maturity Date:	13 November 2023 (subject to the Business Day Convention)
Interest Payment Date:	13 February, 13 May, 13 August and 13 November each year

(subject to the Business Day Convention)

Date of interest adjustment:	On each Interest Payment Date.
Calculation Agent	The Bond Trustee
Issue price:	98.00% of Nominal Value
Coupon Rate:	3 month NIBOR + 8.00% p.a.
Current rate:	8.45% from and including 15 February up to and including 14 May 2021
Yield:	<p>Investors wishing to invest in the Bonds after the Issue Date must pay the market price for the Bonds in the secondary market at the time of purchase. Depending on the development in the bond market in general and the development of the Issuer, the price of the Bonds may have increased (above par) or decreased (below par). As the Bonds have a floating reference rate, it is the market's expectations of risk premium, i.e. margin that affects the price. If the price has increased, the yield for the purchaser in the secondary market, given that the reference rate does not change, will be lower than the interest rate of the Bonds and vice versa.</p> <p>At par, the yield will be 8.45% (based on current interest rate). The yield is calculated in accordance with «Anbefaling til Konvensjoner for det norske sertifikat- og obligasjonsmarkedet, version 4.0» prepared by Norske Finansanalytikeres Forening in January 2020 (https://www.finansanalytiker.no/wp-content/uploads/2020/02/Rentekonvensjon-pr-januar-2020-v2.pdf)</p>
Day count fraction:	Act/360
Business Day Convention:	Modified Following Business Day Convention
Business Day:	As determined in "Oslo"
Amortization:	<p>The Bonds shall be repaid by the Issuer in the following instalments at 103.25% of the Nominal Value (par), plus accrued but unpaid interest on the redeemed amount;</p> <ul style="list-style-type: none"> (i) NOK 25,000,000 on the Interest Payment Date in May 2021; (ii) NOK 25,000,000 on the Interest Payment Date in November 2021; (iii) NOK 25,000,000 on the Interest Payment Date in May 2022; (iv) NOK 25,000,000 on the Interest Payment Date in November 2022; (v) NOK 25,000,000 on the Interest Payment Date in May 2023;

- (vi) the remaining Outstanding Bonds will be redeemed in full at the Maturity Date.

All amounts shall be repaid pro rata to the Bondholders in accordance with the applicable regulations of the CSD.

Change of Control Clause:

Upon a Change of Control Event occurring, each Bondholder shall have a right to require that the Issuer redeems its Bonds (a "**Put Option**") at a price of 101% of Nominal Value (plus accrued interest) during a period of 15 days following the notice of a Change of Control Event. The settlement date of the put option(s) shall be on the 5th Business Day after the end of the 15 Business Days' period.

Change of Control Event:

A Change of Control Event occurs if any person or group (as such term is defined in the Norwegian Limited Liability Companies Act § 1-3), other than the Sponsor and/or any of their subsidiaries, becoming the owner(s), directly or indirectly, of more than 50% of the outstanding voting shares of the Issuer, provided that no Change of Control Event shall be deemed to occur if the person (or group) becoming the owner(s), directly or indirectly, of more than 50% of the outstanding voting shares of the Issuer, has been pre-approved by a majority (50%) of the Bondholders attending a quorate Bondholders' meeting or voting in a written resolution.

Call Option (American):

The Issuer may redeem all or some of the Outstanding Bonds at any time from and including the First Call Date up to (but not including) the Maturity Date (the "**Call Option**"). The Bonds shall be redeemed at a price equal to the Call Option Amount together with accrued but unpaid interest to (but not including) the settlement date for the Call Option.

Exercise of the Call Option shall be notified by the Issuer in writing to the Bond Trustee at least ten (10) Business Days prior to the proposed Call Option Repayment Date.

Please see clause 10.2 of the Bond Terms, attached hereto as Appendix 1, for further details.

Call Option Amount

- a) at the Issue Date to, but not including, the First Call Date at a price equal to the Make Whole Amount; or
- b) at the First Call Date to, but not including, the Maturity Date in at a price equal to 104 per cent. of the Nominal Amount for each redeemed Bond.

Make Whole Amount

The price equal to the sum of:

- (i) the present value on the relevant repayment date of 104% of the Nominal Amount of the redeemed Bonds as if such payment originally should have taken place on the First Call Date; and
- (ii) the present value on the relevant repayment date of the remaining interest payments (excluding accrued but unpaid

interest up to the relevant repayment date) up to and including the First Call Date,

where the present value shall be calculated by using a discount rate of 0.50% per annum and were the interest rate applied for the remaining interest payments shall equal the applicable Coupon Rate at the relevant repayment date.

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). The Bonds shall be secured as set forth under Clause 2.5 of the Bond Terms, but will receive proceeds from the enforcement of such Security (including distressed disposals and payments following any other enforcement event (collectively the "Enforcement Proceeds") pursuant to the terms of the Intercreditor Agreement) only after the Super Senior Obligations have been repaid in full, in accordance with the waterfall provisions of the Intercreditor Agreement

Security:

The Issuer and the Material Group Companies (from time to time) shall to the extent legally permissible grant to the secured parties the following security as set out in the in the relevant Transaction Security Documents within the times agreed in Clause 6 (Conditions for disbursement):

- (i) a first priority pledge over the Escrow Account (granted in favour of the Bond Trustee (on behalf of itself and the Bondholders subscribing for Bonds by settlement in cash only);
- (ii) a first priority pledge over the VPS Account (granted in favour of the Bond Trustee (on behalf of itself and the Bondholders subscribing for Bonds by settlement in kind by delivering Rollover Bonds only);
- (iii) first priority pledge over all shares issued in all of the Guarantors;
- (iv) floating charges over the operational assets (No: driftstilbehørspant) of each Guarantor incorporated in Norway (other than the Issuer and Beerenberg Holding AS);
- (v) floating charges in the account receivables (No: factoringpant) of each Guarantor incorporated in Norway (other than the Issuer and Beerenberg Holding AS);
- (vi) floating charges in the inventories (No: varelagerpant) of each Guarantor incorporated in Norway (other than the Issuer and Beerenberg Holding AS);
- (vii) first priority assignment of any Intercompany Loan (i) which are established with proceeds from the Bond Issue and (ii) from the Issuer to any its Subsidiaries, having an aggregate amount (between the same parties) of NOK 5,000,000 or more (each an "Intercompany Loan Assignment"); and

(viii) the Guarantees.

Covenants:	See clause 13 of the Bond Terms, attached hereto as Appendix 1.
Financial Covenants:	No financial covenants.
Events of Default:	See clause 14 of the Bond Terms, attached hereto as Appendix 1.
Defeasance:	See clause 18.4 of the Bond Terms, attached hereto as Appendix 1.
Guarantee:	<p>The unconditional Norwegian law guarantee and indemnity (Norwegian: "selvskyldnerkausjon") issued by each of the Guarantors in respect of the Secured Obligations and the Issuer in respect of the Super Senior Obligations)</p> <p>The Guarantee Agreement is attached as Appendix 2 to this Prospectus.</p>
Guarantors	Beerenberg Holding AS, Beerenberg Services AS and any Group Company which subsequently becomes a Material Group Company.
Listing and admission to trading:	<p>The Issuer shall use its reasonable endeavours to ensure that the Bonds are listed on an Exchange within 6 months of the Issue Date and thereafter remain listed on an Exchange until the Bonds have been redeemed in full.</p> <p>Exchange means:</p> <ul style="list-style-type: none">(i) Oslo Børs (the Oslo Stock Exchange); or(ii) 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). <p>An application for listing on the regulated market of Oslo Børs will be made as soon as possible after the Prospectus has been approved by the Norwegian FSA.</p>
Purpose and utilization:	The Issuer will use the net proceeds from the issuance of the Bonds to repay BBERG02 in full (including, for the avoidance of doubt, any interest and buy-back premium pursuant to the Settlement Procedures in connection with the exercise of any call option in respect thereof) as well as for general corporate purposes of the Group.
Approvals:	The Bonds have been issued in accordance with the Issuer's Board approval dated 9 December 2020.
Limitation of claims:	Matured interest and matured principal will be credited each Bondholder directly from the Securities Registry. Claims for interest

and principal shall be limited in time pursuant the Norwegian Act relating to the Limitation Period for Claims of May 18 1979 no 18, currently 3 years for interest rates and 10 years for principal.

Bond Terms:

The Bond Terms, attached hereto as Appendix 1, has been entered into between the Issuer and the Bond Trustee. The Bond Terms sets out the Bondholders' rights and obligations in the Bonds. The Bond Trustee has entered into the Bond Terms on behalf of the Bondholders and been granted authority to act on behalf of the Bondholders to the extent provided for in clause 16 of the Bond Terms. When Bonds are purchased, the Bondholder is deemed to have accepted the Bond Terms and shall be bound by its terms.

Bondholders' Meeting:

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

Resolutions passed at Bondholders' Meetings shall be binding upon all Bondholders and prevail for all the Bonds. At the Bondholders' Meeting each Bondholder may cast one vote for each Voting Bond owned at the relevant record date, ref. Clause 15 (*Bondholders' decisions*) of the Bond Terms attached hereto as Appendix 1. The Chairperson may, in its sole discretion, decide on accepted evidence of ownership of Voting Bonds. The Issuer's Bonds shall not have any voting rights. A Bondholder that has a Bond that is nominee registered shall be deemed as the Bondholder of such Bond (instead of the nominee) provided that the Bondholder presents relevant evidence stating that the relevant Bondholder is the Bondholder of the Bond and the amount of Bonds held by such Bondholder. At least 50 per cent. of the Voting Bonds must be represented at a Bondholders' Meeting for a quorum to be present., see however Clause 15.4 of the Bond Terms attached hereto as Appendix 1. As a main rule, resolutions shall be passed by simple majority of the Voting Bonds represented at the Bondholders' Meeting. However, a majority of at least 2/3 of the Voting Bonds represented at the Bondholders' Meeting is required for any waiver or amendment of any terms of the Bond Terms save for any amendments or waivers which can be made without resolution pursuant to Clause 17.1 (*Procedure for amendments and waivers*) of the Bond Terms attached hereto as Appendix 1.

Subject to the terms of the Bond Terms, anything which may be resolved by the Bondholders in a Bondholders' Meeting pursuant to Clause 15.1 (*Authority of the Bondholders' Meeting*) may also be resolved by way of a Written Resolution. A Written Resolution

passed with the relevant majority is as valid as if it had been passed by the Bondholders in a Bondholders' Meeting, and any reference in any Finance Document to a Bondholders' Meeting shall be construed accordingly.

For more details, please see clause 15 of the Bond Terms, attached hereto as Appendix 1.

Sponsor:

Segulah IV L.P., registration no. LP12476 and/or any other investment vehicle managed or advised by Segulah IV GP, Segulah Advisor AB or any of their affiliates from time to time.

NIBOR:

Norwegian Interbank Offered Rate, being;

- (a) the interest rate fixed for a period comparable to the relevant Interest Period published by Global Rate Set Systems (GRSS) at approximately 12.00 (Oslo time) on the Interest Quotation Day; or
- (b) if no screen rate is available for the relevant Interest Period:
 - (i) the linear interpolation between the two closest relevant interest periods, and with the same number of decimals, quoted under paragraph (a) above; or
 - (ii) a rate for deposits in the currency of the Bonds for the relevant Interest Period as supplied to the Bond Trustee at its request quoted by a sufficient number of commercial banks reasonably selected by the Bond Trustee; or
- (c) if the interest rate under paragraph (a) is no longer available, the interest rate will be set by the Bond Trustee in consultation with the Issuer to:
 - (i) any relevant replacement reference rate generally accepted in the market; or
 - (ii) such interest rate that best reflects the interest rate for deposits in the currency of the Bonds offered for the relevant Interest Period.

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

For NIBOR that is set under (a) above, information about the past and the future performance and volatility can be obtained from the webpage of Norske Finansielle Referanser AS (<https://www.referanserenter.no/>).

Bond Trustee:

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

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 the Bond Terms, and the commencement of bankruptcy or other insolvency proceedings against the Issuer, or others.

The Bond Trustee shall represent the Bondholders in accordance with the Finance Documents. 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 the Bond Terms, or to take any steps to ascertain whether any event of default has occurred. 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.

For more details, see also Bond Agreement clause 16.

Joint Lead Managers	ABG Sundal Collier ASA, P.O Box 1444 Vika, 0115 Oslo, Norway; and Danske Bank A/S, Norwegian Branch, Bryggetorget 4, 0250 Oslo, Norway.
Paying Agent:	Danske Bank A/S, Norwegian Branch
VPS account manager:	Danske Bank A/S, Norwegian Branch
Market-making:	No market-maker agreement has been made for the Bond Issue.
Approval for the Bond Issue	The Bonds were issued in accordance with the approval of the Issuer's Board of Directors dated 30 October 2020.
Legislation under which the Bonds have been created:	Norwegian law
Transfer restrictions:	<p>The Bonds are freely transferable and may be pledged, subject to the following:</p> <ul style="list-style-type: none"> (a) Bondholders will not be permitted to transfer the Bonds except (a) subject to an effective registration statement under the U.S. Securities Act, (b) to a person that the bondholder reasonably believes is a QIB within the meaning of Rule 144A that is purchasing for its own account, or the account of another QIB, to whom notice is given that the resale, pledge or other transfer may be made in reliance on Rule 144A, (c) in an offshore transaction in accordance with Regulation S under the U.S. Securities Act, including a transaction on the Oslo Børs, and (d) pursuant to any other exemption from registration under the Securities Act, including Rule 144 thereunder (if available). (b) Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable from time to time under local laws to which a Bondholder may be subject (due e.g. to its nationality, its residency, its registered address, its place(s) for doing business). Each Bondholder must ensure compliance with local laws and regulations applicable at own cost and expense.

Notwithstanding the above, a Bondholder which has purchased the

Bonds in contradiction to mandatory restrictions applicable may nevertheless utilize its voting rights under the Bond Terms provided that the Issuer shall not

Governing law and jurisdiction:

The Bond Terms is governed by Norwegian law, with Oslo district court as court of first instance.

Fees and expenses:

The tax legislation of the investor's Member State and of the Issuer's country of incorporation may have an impact on the income received from the securities.

The Issuer shall pay any stamp duty and other public fees in connection with the loan. Any public fees or taxes on sales of Bonds in the secondary market shall be paid by the Bondholders, unless otherwise decided by law or regulation. Total expenses related to the admission to trading are amounting to approximately 300,000.

5 BUSINESS OVERVIEW

5.1 Introduction

The Group is one of the leading suppliers of maintenance and modifications services on the NCS as well as a global provider of insulating products. Its expertise covers the entire life cycle of the petroleum industry from field studies and newbuilds to maintenance, modifications and lifetime extensions.

With approximately 1,200 employees working as problem solvers for the Group's clients both in Norway and abroad, Beerenberg sees it as its duty to challenge conventional thinking in the industry through innovation and creative solutions – always focusing on improved HSEQ, productivity and consistency.

5.2 History and development

Beerenberg was founded in 1977 by entrepreneurs Arne Dalseide and Svein Fløysand at a time where traditional shipbuilding was one of the main industries along the west coast of Norway. Beerenberg's industrial adventure began primarily with surface treatment contracts at many of these yards.

The table below provides an overview of key events in the history of the Group:

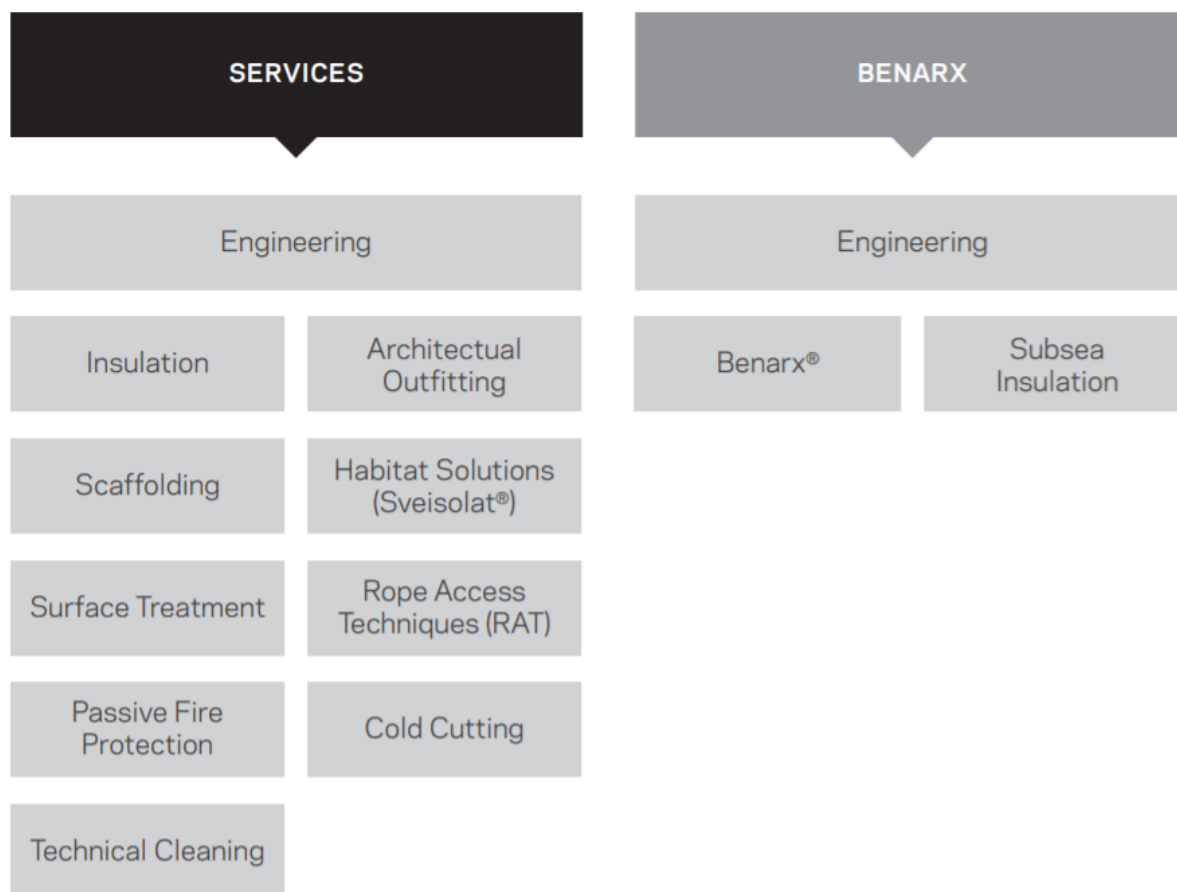
Year	Key event
1977.....	Foundation of the Beerenberg business under the name Dalseide & Fløysland Group. Until the 1990s, the Group's main activity was sandblasting.
2002.....	Launch of Habitat Solutions (Sveisolat)
2003.....	Launch of Engineering and Inspection
2004.....	Launch of Benarx
2006.....	Hercules Private Equity acquires the Group and D&F Green Decom was founded
2006.....	Beerenberg Holding AS was incorporated (holding company)
2007.....	Bjørge Norcoat AS was acquired from Bjørge ASA
2008.....	Launch of Beerenberg name and profile
2009.....	Launch of Mobile Machining and Abandonment
2012.....	Beerenberg AS was incorporated (holding company)
2013.....	The Group was acquired by Segulah
2015.....	Establishment of Benarx Solutions AS (for Benarx products)
2016.....	New production plant established in South Korea
2017.....	Acquisition of Beerenberg Industries AS (formerly Vetlesen Stillas AS)
2018.....	New CEO, Arild Apeltun
2019.....	Merger of Beerenberg Services AS and Benarx Solutions AS
2020.....	Establishment of DSL Beerenberg Ltd in Thailand, a JV with DSL
2020.....	New production plant established in Thailand

5.3 Principal activities

5.3.1 *The main categories of products sold and services performed*

Beerenberg has organized its activities into the two main business units Services and Benarx. Services includes business related to the traditional ISS services of the Group, predominantly insulation, scaffolding and surface treatment for MMO & large projects, which is mainly related to major framework contracts. Benarx includes business involving production of insulation materials and related subsea insulation business.

Services accounted for 83% of revenues in 2020, and Benarx accounted for 17% of revenues in 2020.



Services

Services has the overall responsibility for Beerenberg's newbuild, maintenance and modifications contracts. Alongside the ISS disciplines (insulation, scaffolding and surface treatment), the business unit also covers passive fire protection, technical cleaning, rope access techniques, architectural outfitting services and the cold work concepts Sveisolat (habitats) and cold cutting/mobile machining.

Services' main business areas have been divided into two main segments:

- Maintenance, Modifications & Operations (MMO)
- New Build & Modification Projects (Major Projects)

The two business segments are designed to meet future demand on the NCS and in the petrochemical industry. As well as direct maintenance contracts on installations and plants in operation, Beerenberg is also involved in business concepts aimed at modification projects and newbuilds in the oil and gas sector.

As a supplement to the traditional ISS disciplines, Beerenberg also delivers a range of technology-driven additional services whose innovative approach helps to ensure effective, consistent and HSEQ-friendly operation.

Beerenberg's engineering services are an integrated part of the Group's overall service concept. The Group has extensive experience of studies, FEED, pre-engineering, fabrication engineering and as-built from a number of developments and installations in Norway and abroad. The Group's expertise includes design, specifications and, modelling, technical drawing, working documents, documentation, plans and methods, inspections and other field engineering, and as-built.

Benarx

The business segment Benarx is responsible for the design and manufacturing of a complete range of insulation and fire protection products. This involves deliveries of everything from advanced proprietary products to traditional solutions and bulk insulation products. The business segment has also highly skilled professionals to assist in the actual installation process – something which is particularly important in the case of subsea insulation.

The Benarx® product series is Beerenbergs' proprietary range of industrialised insulation solutions for passive fire protection and thermal and acoustic insulation. The company's ambition is for the products to be cost effective, space-saving and weight-reducing. The company has a cooperation agreement with Akzo Nobel and cooperate closely with other key clients and suppliers as well as institutions such as SINTEF, DNV, GL, the National Institute of Technology, CRM, GexCon and Lloyds. The solutions have been tested and approved according to all relevant specifications/standards.

Over the past decade the Benarx product series has assumed a strong position on the Norwegian Continental Shelf (NCS). In recent years the company has widened the target market for its products, and are experiencing significant global growth, especially in South Korea and Singapore. The manufacturing of the company's products in Poland has proved to be a big success. Quality and productivity have continued to improve, while costs have been reduced.

In addition to the factory in Poland, the company has also established a factory in Thailand in order to stay close to the growing volume of work in the region. The factory in Thailand will be the new production "hub" for Asia and the factory in Korea will be downscaled.

5.3.2 Overview of principal markets

The key market for Beerenberg's business is the oil & gas market on the Norwegian Continental Shelf. Currently around 84% of the total Group's sales originate from clients on the NCS. As a consequence the operational and investing activity in this area is of great importance for the Group.

The market for oil services has been challenging for years. After the oil price drop in 2014, E&P companies have reduced both operational expenditure (opex) and capital expenditure (capex) significantly. There are some signs of recovery due to several reasons. First, higher oil price since the bottom in early 2016 combined with lower break-even cost, have made new projects more profitable. Second, E&P companies have cut spending and maintenance cost for years. To keep production and reserve replacement ratio at stable levels and keep facilities in accordance with the strict regulations, capex and opex are expected to increase.

The ISS services are mainly provided during the construction (capex) and production (opex) parts of the value chain for oil & gas production. The addressable ISS market on the Norwegian Continental Shelf is determined by the level of on-going maintenance plus one-off revenues relating to construction, modifications and decommissioning on platforms and installations. The driver for the on-going maintenance market is the opex among the oil & gas operators in the NCS. The activity level within major projects relating to construction, large modifications and decommissioning is driven by the capex investments by the oil & gas operators. The on-going maintenance market is more robust towards short-term developments in the oil price compared to the construction and larger modification market.

Benarx insulation products and services to the oil & gas industry and constitutes approx. 17% of Beerenberg total revenue (2020 unaudited). The addressable market for the Benarx insulation products and subsea solutions can be divided into three sub-segments: 1) Insulation products provided to the oil & gas industry on the Norwegian

Continental Shelf in connection with ISS services. 2) Insulation products sold to yards in Korea and Singapore, building topside equipment on contract from oil & gas operators globally. 3) Subsea insulation application services, globally. In general, Benarx's revenue is more elastic with respect to the oil price compared to the Services segment, as more of Benarx's sales relates to capex driven projects. New, large capex driven projects are in general more sensitive to changes in the oil price as the net present value of the investment decision.

The Group is one of the largest ISS players in the Norwegian oil & gas market¹. The main suppliers of ISS services on the NCS include the Group and Kaefer Energy, Bilfinger and Prezioso Linjebygg. For the Benarx business segments, the Group divides its main competitors into the following services:

Products and associated services:

- Major ISS Companies (Bilfinger, Kaefer, Cape)
- Niche products providers (typically Gardion, AIS, Stenca)
- Alternative solutions (wet applied PFP, traditional insulation systems)
- Local ISS or insulation installers delivering both materials and installation)

Subsea

- Global producers and installers of subsea material (AIS, Brederoshaw, SAS)

5.4 Material contracts entered into outside the ordinary course of business

Neither the Issuer nor any other member of the Group, including the Guarantors, has entered into any material contracts outside the ordinary course of business for the two years prior to the date of this Prospectus. Further, the Group has not entered into any other contract outside the ordinary course of business that contains any provision under which any member of the Group has any obligation or entitlement that is material to the Group as of the date of this Prospectus.

5.5 Legal and arbitration proceedings

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the Issuer's and/or the Guarantors' financial position or profitability.

¹ Source: Company (based on publically available financial information)

6 CORPORATE INFORMATION AND DESCRIPTION OF THE SHARE CAPITAL

6.1 Corporate information and purpose

6.1.1 *The Issuer*

The legal and commercial name of the Issuer is Beerenberg AS. The Issuer is a Norwegian Private Limited Liability Company incorporated on 23 August 2012 and regulated by the Norwegian Private Limited Liability Companies Act and supplementing Norwegian laws and regulations. The Issuer is registered in the Norwegian Companies Registry with registration number 998 789 362 and its LEI-code is 5967007LIEEXZXFUSW82.

The Issuer's registered offices at Kokstaddalen 33, N-5257 Kokstad, Norway, Phone: + 47 55 52 66 00, Fax: + 47 55 52 66 01. Website: www.beerenberg.com. The content of www.beerenberg.com is not incorporated by reference into this Prospectus, nor does it in any other manner constitute a part of this Prospectus.

The Issuer' registered share capital is NOK 26,700,000 divided into 267,000,000 shares each with a nominal value of NOK 0.10, consisting of 1,000,000 A-shares and 266.000,000 B-shares, all fully paid. Each A-share represents one vote at the company's general meeting and carry dividend rights. Ten B-shares represent the right to one vote in the Company's general meeting, and B shares do not carry the right to any dividend. Upon liquidation of the Company, the owners of B-shares have a preferred right to receive paid in capital (including share premium).

6.1.2 *The Guarantors*

Beerenberg Holding AS

Beerenberg Holding AS (legal and commercial name) is a Norwegian Private Limited Liability Company incorporated on 6 April 2006 and regulated by the Norwegian Private Limited Liability Companies Act and supplementing Norwegian laws and regulations. The company is registered in the Norwegian Companies Registry with registration number 889 694 742 and its LEI-code is 5493008JFZ5H0KOL3Z04.

Beerenberg Holding's registered offices at Kokstaddalen 33, N-5257 Kokstad, Norway, Phone: + 47 55 52 66 00, Fax: + 47 55 52 66 01. Website: www.beerenberg.com. The content of www.beerenberg.com is not incorporated by reference into this Prospectus, nor does it in any other manner constitute a part of this Prospectus.

Beerenberg Holding AS has a share capital consisting of 194,226 shares, each with a nominal value of NOK 301, making the total share capital of the company NOK 58,462,026. The share capital is fully paid. There is only one class of ordinary shares in the company. All shares carry voting equal rights.

Beerenberg Services AS

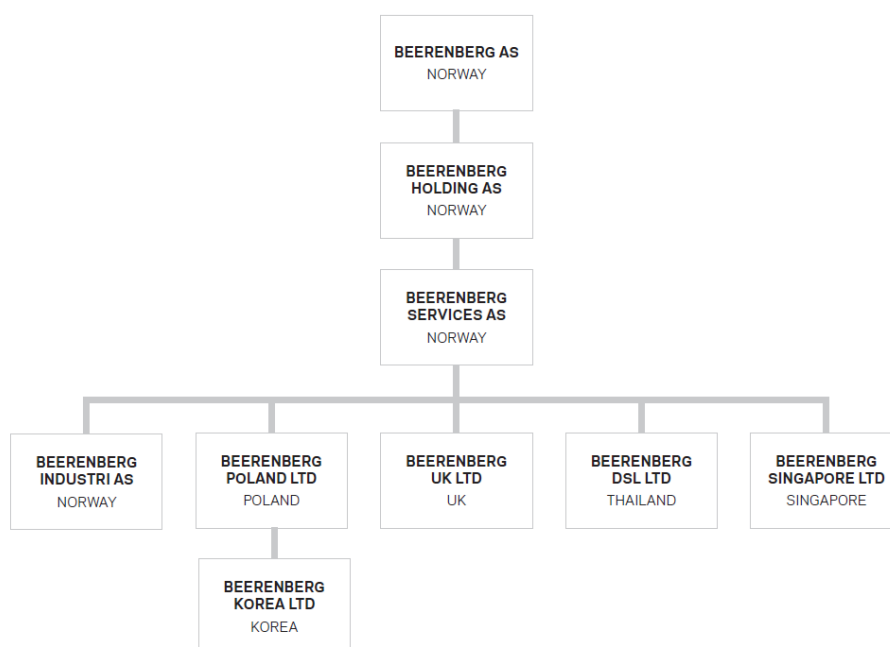
Beerenberg Services AS (legal and commercial name) is a Norwegian Private Limited Liability Company incorporated on 12 March 1995 and regulated by the Norwegian Private Limited Liability Companies Act and supplementing Norwegian laws and regulations. The company is registered in the Norwegian Companies Registry with registration number 926 146 459 and its LEI-code is: 549300BJXLUHTVQXXI42

Beerenberg Service's registered offices at Kokstaddalen 33, N-5257 Kokstad, Norway, Phone: + 47 55 52 66 00, Fax: + 47 55 52 66 01. Website: www.beerenberg.com. The content of www.beerenberg.com is not incorporated by reference into this Prospectus, nor does it in any other manner constitute a part of this Prospectus.

Beerenberg Services AS has a share capital consisting of 200,000 shares, each with a nominal value of NOK 101, making the total share capital of the company NOK 20,200,000. The share capital is fully paid. There is only one class of ordinary shares in the company. All shares carry voting equal rights.

6.2 Legal structure of the Group

The figure below shows the legal structure of the Group.



The Issuer is the parent company of the Group. Beerenberg Holding is a holding Company with the sole purpose of holding the shares in Beerenberg Services. All operational activities are organized in Beerenberg Services AS and its subsidiaries, and as such the Issuer, Beerenberg Holding and Beerenberg Services are dependent upon the financial and operational performance of such entities. All subsidiaries within the Group are wholly owned (100%), except for Beerenberg DSL Ltd., to which the Issuer has a 49% ownership interest (and majority of voting rights). The Group's head office is in Bergen and the Group has additional offices in Stavanger and Skien in Norway, Gościcino in Poland, Aberdeen in UK, Busan in South-Korea, Thailand and in Singapore.

The issuer is not aware of any arrangements, the operation of which may at a subsequent date result in a change of control in the Issuer or the Guarantors.

6.3 Major shareholder

As of the date of this Prospectus, Segulah IV LP owns 83.9% of the outstanding shares in Beerenberg AS. Segulah IV LP is a private equity fund with institutional investors such as pension funds, insurance companies, academic endowments and sovereign wealth funds from all over the world. Its primary focus is lower mid-market buyouts in the Nordic region. The fund invests in companies with a strong market position, competent management, and high profitability and development opportunities.

Segulah Advisor AB is the exclusive investment advisor to Segulah IV LP. The firm was established in 1994 and has one office in Stockholm.

As the majority owner of the shares in Beerenberg Invest AS, Segulah IV LP can significantly influence the outcome of matters submitted for the vote of the shares of this company, and its wholly owned subsidiaries being part of the Group.

6.4 Corporate object and purposes

6.4.1 The Issuer

As included in section 3 of its Articles of Association the object of the Issuer is to be an investment company, including investing in shares, bonds, real estate, partnership shares in accordance with the Norwegian partnerships Act and other related activities.

The Issuer is registered in the Norwegian Register of Business Enterprises.

6.4.2 The Guarantors

As included in section 3 of the Articles of Association the object of Beerenberg Services AS is to engage in contractor operations, production, industry maintenance, trade, agency and commissioning, in addition to share subscription or similar interest in other companies within similar business areas.

As included in section 3 of the Articles of Association the object of Beerenberg Holding AS is to own shares and engage in other businesses.

The Guarantors are registered in the Norwegian Register of Business Enterprises.

7 ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

7.1 The Issuer's Board of Directors

Below is a description of the members of the Board of Directors of the Issuer, together with an indication of any significant principal activities performed by them outside the Issuer.

The Issuer's registered business address, Kokstaddalen 33, 5257 Kokstad, Norway, serves as business address for the members of the Board of Directors in relation to their directorship in the Issuer.

Ketil Lenning, Chairman of the Board

Mr. Lenning has extensive international experience in the oil and gas industry. He was formerly CEO of Odfjell Drilling LTD., and COO of Smedvig ASA, Norsk Hydro Oil Division etc. Lenning has held a number of board room positions in the oil services industry. Ketil Lenning is an independent board member.

Svein Eggen, Director

Mr. Eggen has more than 30 years' experience in the international oil and gas industry, including President and CEO of Technip Offshore Inc. Prior to that he held leading positions in the Aker Group, including President & CEO of Aker Maritime ASA and Aker Maritime inc. in Houston, USA. He holds several board room positions in Norway and abroad, including Frøseth AS, Midt-Norsk Betong AS, Trondheim Havn IKS and Cidra Corporation Inc. Svein Eggen is an independent board member.

Hilde Drønen, Director

Mrs. Drønen holds a master degree from Business School of Management and a MBA from Norwegian School of Economics. She has been the CFO of DOF ASA since 2004. She held the position as CFO in Bergen Yards from 2002 to September 2004 and has before that held various senior positions in the Møgster Group. She has more than 25 years of experience in the oil service industry. In addition to several directorships in companies within the DOF Group, she has several directorships in external companies within the energy sector. She is currently a board member in BWE Energy Ltd.

Ingelise Arntsen, Director

Mrs. Arntsen has more than 20 years of experience in the energy industry in the field of hydropower, solar energy and onshore and offshore wind power, including EVP at Statkraft, REC and Aibel. She has held a number of board room positions and is currently serving as chairman of Asplan Viak and on the board of Statkraft, SBM Offshore N.V. and Eksportkreditt. Ingelise Arntsen is an independent board member.

Sebastian Ehrnrooth, Director

Mr. Ehrnrooth is investors representative and partner at Segulah Advisor AB. He was formerly Deputy CEO of CityMail, project manager at Bain & Company and sales manager at Motorola. He holds board room positions at Segulah Advisor AB, Gunnebo Lifting & Blocks, KP Components, Hermes Medical Solutions AB and CCS Healthcare.

Morten Haakon Walde, Director

Mr. Walde, CEO in TS Group, has more than 25 years of experience from various operational- and strategic positions in the oil & gas industry. He was formerly CEO in Beerenberg (2008–2018) and holds several non-executive positions in different companies today. Morten Walde is an independent board member.

7.2 The Board of Directors of the Guarantors

7.2.1 *Beerenberg Holding AS*

The board of directors of Beerenberg Holding AS has the same composition as the board of directors of the Issuer. Please refer to section 7.1.1 for further information.

7.2.2 *Beerenberg Services AS*

The board of directors of Beerenberg Services AS has the same composition as the board of directors of the Issuer, with the following additional employee-elected directors:

Andre Simonsen, employee-elected director

Mr. Simonsen was elected Board member by the employees of Beerenberg Corp. AS in March 2014 and serves as the chief union representative for Fellesforbundet trade union members at Beerenberg. Mr Simonsen trained as a car mechanic and in the field of maritime operation and maintenance. He has also worked at Sagvåg Båtservice A/S in Stord and as an industrial painter and scaffolder at NSL-Gruppen and Beerenberg. He has been working as a scaffolder at Beerenberg since 2005. Mr Simonsen joined the Board in August 2013.

Finn Kydland, employee-elected director

Mr. Kydland was elected Board member by the employees of Beerenberg Corp. AS in May 2015 and serves as the chief union representative for Lederne trade union members at Beerenberg. Mr Kydland trained as a carpenter and insulator. He has worked as houses build from 1980 to 1993. Also worked as an insulator and Isolation chairman in Kaefer from 1993 to 2003 He has been working as an engineer and Project engineer at Beerenberg since 2003.

7.3 Group Management

Below is a description of the members of the Group Management. The Issuer's registered business address, Kokstaddalen 33, 5257 Kokstad, Norway, serves as business address for the members of the Group Management.

Arild Apelthun, CEO

Arild Apelthun has been CEO since June 2018. Arild joined Beerenberg in October 2014 as its CFO. He is coming from TTS Group ASA where has been CFO for the last 5 years. Prior to that he worked as a CFO for subsidiaries within Aker Solutions in USA and Europe. Arild holds a master of science in business (Siviløkonom) from Bodø Graduate School of Business.

Nils Halvor Berge, EVP New Build & Modifications Projects

Nils Halvor Berge has been Beerenberg's EVP New Build & Modifications Projects since April 2016. He joined the Group as an HSEQ manager on the Kårstø maintenance contract in 2009 and has since held a number of project manager positions in Beerenberg, including the role as EVP MMO from April 2016 to June 2016. Mr. Berge joined Beerenberg from FK Haugesund, where he served as the club's sports director and general manager for 12 years. Mr Berge qualified as a teacher at Sogn og Fjordane University College.

Harald Haldorsen, CFO

Harald Haldorsen has extensive experience within finance and controlling activities. Prior to joining Beerenberg Mr Haldorsen worked as the CFO at Strømberg Gruppen AS for more than 15 years. Prior to this, he has had positions at Arthur Andersen & Co and Centragruppen. He has a master of science in business (Siviløkonom) from the Norwegian School of Economics (NHH) in Bergen.

Gro Hatleskog, EVP Business Support

Mrs. Hatleskog took up the position of EVP Business Support with responsibility for HR, compliance and supply chain management on 1 March 2015. She has extensive experience and wide-ranging experience as an HR and staff director at Vesta Forsikring, Sparebanken Vest and Nera Telecommunications. Mrs. Hatleskog has a master's degree in administration and organisation theory from the University of Bergen.

Roger Kjeilen, EVP Tender

Roger Kjeilen has been EVP Tender since August 2018, responsible for tender and marketing activities in the Beerenberg Group. Kjeilen joined the company in 1996 and has held several leading positions in Beerenberg. Roger Kjeilen has a Master of Science (sivilingeniør) from Norwegian University of Science and Technology (NTNU).

Steinar Kobbeltvedt, EVP HSEQ&Risk

Mr. Kobbeltvedt took up the role of EVP HSEQ & Risk at Beerenberg in August 2015. He joined the Group from the position of Managing Director of Kokstad Bedriftshelsetjeneste, a company specialising in providing occupational health services to the oil and gas industry. He has previously also worked for Odfjell Drilling. A qualified nurse and postgraduate studies in health, safety and environment, he has also studied strategic management at the BI Norwegian Business School.

Toni Suomäki, EVP MMO

Toni Suomäki has been EVP MMO since June 2018. Suomäki started in Beerenberg in 2007 and has held a number of key positions in the company, mainly related to operations and project management, including Vice President Offshore Maintenance, Modifications & Operations. Suomäki has long experience in oil service from various companies before joining Beerenberg. He holds a Bachelor in Economics and Management from BI.

7.4 Management of Guarantors

7.4.1 *Beerenberg Holding AS*

Arild Apelthun acts as the CEO of Beerenberg Holding AS. Please refer to section 7.3 above.

7.4.2 *Beerenberg Services AS*

Arild Apelthun acts as the CEO of Beerenberg Services AS. Please refer to section 7.3 above.

None of the members of the management of the Guarantors holds any positions outside the Group that are of significance to their employment as members of the management.

7.5 Conflicts of interest

There are no actual or potential conflicts of interest between the duties to the Issuer or the Guarantors and the private interests or other duties of any of the members of their board of directors and their management. It is noted that Sebastian Ehrnrooth who was nominated to the Board of Directors due to his role as partner at Segulah.

No persons involved in the issuance of the Bonds have any interests in it.

8 HISTORICAL FINANCIAL INFORMATION

8.1 Financial Statements

8.1.1 Beerenberg AS (the Issuer)

The Issuer has prepared consolidated audited financial statement as of, and for the years ended, 31 December 2020 and 31 December 2019. The financial statements are incorporated by reference to this Prospectus, and are available at the webpage of the Company <https://www.beerenberg.com/en/About-Beerenberg/Investor-Relations>). Please see cross reference list in section 10.2 for complete references.

The financial statements have been prepared in accordance with International Financial Reporting Standards as adopted by the EU (IFRS). The financial statements have been audited by PricewaterhouseCoopers AS.

8.1.2 Financial Statements of Beerenberg Holding AS (Guarantor)

Beerenberg Holding AS has prepared its consolidated audited financial statements as of, and for the years ended 31 December 2020 and 31 December 2019, in accordance with the Companies Act, the Accounting Act and generally accepted accounting principles in Norway. The historical financial information for 2020 and 2019, including income statement, statement of financial position, statement of cash flows, a summary of accounting principles and notes, can be found in Appendix 4 and 5, respectively.

The page references refer to the pages in the annual report, and not the pages of this document.

Annual Financial Statements	2020	2019
Income statement	4	4
Statement of Financial Position	5	5-6
Statement of Cash Flows	6	7
Summary of Accounting Principles	7	8
Notes	8-10	9-11
Audit Report	11-12	12-13

8.1.3 Financial Statements of Beerenberg Services AS (Guarantor)

Beerenberg Services AS has prepared its consolidated audited financial statements as of, and for the years ended 31 December 2020 and 31 December 2019, in accordance with Simplified IFRS. The historical financial information for 2020 and 2019, including income statement, statement of financial position, statement of cash flows, a summary of accounting principles and notes, can be found in Appendix 6 and 7, respectively.

The page references refer to the pages in the annual report, and not the pages of this document.

Annual Financial Statements	2020	2019
Income statement	9	10
Statement of Financial Position	11-12	12-13
Statement of Cash Flows	13	14
Summary of Accounting Principles	15-19	15
Notes	15-33	15-36
Audit Report	34-36	37-39

8.2 Auditor

The auditor of the Issuer and the Guarantors is PricewaterhouseCoopers AS ("**PWC**"), Dronning Eufemias gate 8, 0191 Oslo, Norway. PWC has been the auditor of the Issuer and the Guarantors for the period covered by the historical financial information. PWC is member of The Norwegian Institute of Public Accountants.

8.3 Material adverse change in the prospects of the Group since 31 December 2020

There have been no material adverse change in the prospects of the Group since 31 December 2020 and up to the date of this Prospectus.

8.4 Significant change in the financial performance of the Group since 31 December 2020

There have been no significant change in the Group's financial performance since 31 December 2020 and up to the date of this Prospectus.

8.5 Significant change in the financial position of the Group since 31 December 2020

There have been no significant change in the Group's financial performance since 31 December 2020.

8.6 Expected financing

The Group will finance its activities going forward through existing equity, the proceeds from the Bond Issue and the NOK 150 million senior secured RCF.

9 TREND INFORMATION

9.1 Recent events

There are no recent events particular to the Issuer and/or the Guarantors and which are to a material extent relevant to an evaluation of the solvency of the Issuer and/or the Guarantors.

Except for the COVID-19 situation which remains uncertain, there are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer and/or the Guarantors' prospects for the current financial year.

9.2 Material changes

There have been no material changes in the Group's borrowing and funding structure since 31 December 2020.

10 ADDITIONAL INFORMATION

10.1 Documents available

For the life of the Prospectus the following documents (or copies thereof), where applicable, are available on the Issuers website www.beerenberg.com:

- a) the memorandum and articles of association of the Issuer and each of the Guarantors;
- b) all reports, letters, and other documents, valuations and statements prepared by any expert at the issuer's request any part of which is included or referred to in the registration document.

10.2 Cross Reference List

Reference in Prospectus	Refers to	Details
8.1.1 Historical Financial Information	Annual Report 2020 available at https://www.beerenberg.com/en/About-Beerenberg/Investor-Relations	Accounting principles for the Issuer, page 83 and the Group, pages 45-51.
	Annual Report 2020 available at https://www.beerenberg.com/en/About-Beerenberg/Investor-Relations	Beerenberg AS Company income statement, page 78 Company statement of financial position, page 80 Company statement of cash flows, page 82 Notes, pages 84-89 Group: Consolidated income statement, page 38 Consolidated statement of comprehensive income, page 39 Consolidated statement of financial position, page 40 Consolidated statement of cash flows, page 43 Notes, pages 44-75
	Annual Report 2019 available at https://issuu.com/hq-9/docs/beerenberg-as-annual-report-2019-issuu?fr=sNTBIZjExNTUzNTQ	Accounting policies for the Issuer, page 81 and the Group, pages 41-48.
	Annual Report 2019 available at https://issuu.com/hq-9/docs/beerenberg-as-annual-report-2019-issuu?fr=sNTBIZjExNTUzNTQ	Beerenberg AS Company income statement, page 76 Company statement of financial position, page 78 Company statement of cash flows, page 80 Notes, pages 82-89 Group: Consolidated income statement, page 34 Consolidated statement of comprehensive income, page 35 Consolidated statement of financial

		position, page 36 Consolidated statement of cash flows, page 39 Notes, pages 40-73
8.1.1; Auditing of historical financial information	8.2 Annual Report 2020 available at https://www.beerenberg.com/en/About-Beerenberg/Investor-Relations	Auditor's report, pages 91-96
	Annual Report 2019 available at https://issuu.com/hg-9/docs/beerenberg-as-annual-report-2019-issuu?fr=sNTBIZjExNTUzNTQ	Auditor's report, pages 91-96

10.3 The approval of this prospectus by the NFSA

This Prospectus has been approved by the NFSA (Norwegian: Finanstilsynet), as competent authority under the EU Prospectus Regulation. The NFSA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation, and such approval should not be considered as an endorsement of the Issuer or the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the securities.

11 DEFINITIONS

Accounting Act	The Norwegian Act relating to Annual Accounts no. 56 of 17 July 1998.
Beerenberg	The Issuer and all or any of its Subsidiaries as applicable.
Board of Directors	The Board of Directors of the Issuer.
Bonds	MNOK 750 of secured callable bonds issued under the Bond Issue, unless otherwise stated herein, and under the Bond Terms.
Bond Issue	Means the bond issue of MNOK 750 constituted by the Bonds.
Bond Terms	The Bond terms entered into by the Issuer and the Trustee acting as the Bondholders' representative dated 12 November 2020, included hereto in Appendix 1. The Bond Terms regulates the Bondholders' rights and obligations with respect to the Bonds. If any discrepancy should occur between this Prospectus, the Term Sheet and the Bond Terms, then the Bond Terms shall prevail.
Bondholder	Means a holder of Bond(s), as registered in the Securities Depository, from time to time.
Bondholders' Meeting	Means a meeting of Bondholders, as set out in Clause 15 in the Bond Terms.
Business Day Convention	As defined in the Bond Terms.
Call Option	Has the meaning given to it in Clause 10.2 of the Bond Terms (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) of the Bond Terms, Clause 10.3(d) or a date agreed upon between the Bond Trustee and the Issuer in connection with such redemption of Bonds.
Companies Act	The Norwegian Private Limited Liability Companies Act of 13 June 1997 no. 44 or the Norwegian Public Limited Liability Companies Act of 13 June 1997 no. 45 (as the context requires).
First Call Date	means the interest payment date falling in May 2022.
Finance Documents	as defined in the Bond Terms.
Group	The Issuer and all its (directly and indirectly owned) Subsidiaries from time to time. At the date of this Prospectus, the Issuer has the following subsidiaries: <ul style="list-style-type: none"> – Beerenberg Holding AS; – Beerenberg Services AS;

- Beerenberg Industri AS
- Beerenberg Poland SP Zoo; and
- Beerenberg Korea Ltd.
- Beerenberg UK Ltd.
- Beerenberg Singapore Ltd.
- DSL Beerenberg Thailand Ltd.

Guarantee	means the on-demand guarantee(s) to be granted by each of the Guarantors pursuant to the Guarantee Agreement.
Guarantors	means each of Beerenberg Holding AS and Beerenberg Services AS.
HSEQ	Health, Safety, Environment and Quality.
IFRS	International financial reporting standard.
Initial Nominal Amount	means the initial denomination of each of the Bonds, as set out in Clause 2.1 of the Bond Terms and to be adjusted upon any partial redemption as provided for in Chapter 10 of the Bond Terms.
ISO	means the International Organization for Standardization.
ISS	Insulation, scaffolding and surface treatment.
Issue Date	13 November 2020
Issuer	Beerenberg AS, a Norwegian private limited liability company with business enterprise no. 998 789 362.
Major Projects	Means a organizational unit within services which is mainly responsible for the execution of newbuild projects.
Managers	Danske Bank A/S and ABG Sundal Collier.
Margin	means six and a half percentage points (6.50%) per annum.
Material Group Company	As defined in the Bond Terms.
Maturity Date	13 November 2023 (subject to the Business Day Convention)
MMO	Maintenance, modification and operations.
MNOK	Million NOK
NCS	Norwegian Continental Shelf.
NOK	Norwegian kroner.
NORSOK	The NORSOK standards are developed by the Norwegian petroleum industry to ensure adequate safety, value adding and cost effectiveness for petroleum industry developments and operations.

Obligor	means the Issuer and each Guarantor.
Outstanding Bonds	means the Bonds not redeemed or otherwise discharged.
Paying Agent	means Danske Bank A/S, being appointed by the Issuer to act as its paying agent in the Securities Depository with respect to the Bonds.
Prospectus	This document dated 26 April 2021.
Prospectus Regulation	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market , and repealing Directive 2003/71/EC.
RCF	A NOK 150 million super senior credit and guarantee facility.
Rystad Energy	Rystad Energy ASA, an Oslo based independent oil and gas consulting services and business intelligence data firm.
Security	The security interests purported to be granted in favour of the Security Agent.
Security Agent	The Bond Trustee in its capacity as security agent and/or security trustee pursuant to Clause 17.4 of the Bond Terms.
Security Assets	means the assets over which the Security creates, or purports to create, security.
Secured Creditors	means each of the Super Senior Creditors and the Bondholders.
Secured Creditor Liabilities	As defined in the attached Intercreditor Agreement.
Security Documents	means, collectively, all the documents evidencing, creating or granting the Security Interests (including the Guarantee Agreement).
Securities Depository	means the securities depository in which the Bond Issue is registered, being Verdipapirsentralen ASA in Norway.
Security Interests	means <ul style="list-style-type: none">a) the first priority pledge over all shares issued in all of the Guarantors;b) the floating charges over the operational assets (No: driftstilbehørspant) of each Guarantor incorporated in Norway (other than Beerenberg Holding AS);c) the floating charges in the account receivables (No: factoringpant) of each Guarantor incorporated in Norway (other than Beerenberg Holding AS);

- d) the floating charges in the inventories (No: varelagerpart of each Guarantor incorporated in Norway (other than Beerenberg Holding AS); and

the Guarantee, where all Security Interests are to be shared between the Bond Trustee (on behalf of the bondholders) and the Super Senior Creditors in accordance with the terms of the Intercreditor Agreement.

Segulah

Segulah IV L.P.

Settlement Procedures

The Bonds shall be settled:

- (i) in cash; and/or
- (ii) in kind by delivery of bonds issued under BBERG02 ("Rollover Bonds"),

to be specified in the application form in respect of the Bonds.

Applicants delivering Rollover Bonds will receive the accrued interest on such bonds up until the Issue Date.

Bonds issued under item (i) above will be issued with ISIN NO 0010904782, which will be the surviving ISIN for the Bond Issue. Bonds issued under item (ii) above will be issued with temporary ISIN NO 0010904758 ("Temporary Bonds"). The Temporary Bonds will be merged with the Bonds in connection with disbursement of funds from the Escrow Account. The CSD and the Bond Trustee are authorised to carry out the aforesaid in the best practical way.

SINTEF

Norwegian based research organization

Subsidiary

An entity over which another entity or person has a decisive influence.

Super Senior Amendment and Restatement Agreement

As defined in the attached Intercreditor Agreement.

Super Senior Creditors

Means the finance parties under the Super Senior Finance Documents.

Super Senior Finance Documents

Means the each agreement for the RCF and any other document defined as a "Finance Document" pursuant to the terms thereof, and any Hedging Agreements entered into with any Hedging Counterparty that is a party to the Intercreditor Agreement

Super Senior Obligations

Means the payment obligations towards the Super Senior Creditors under the Super Senior Finance Documents.

Term Sheet

The term sheet issued in connection with the Company's issue of the Bonds.

Trustee

Nordic Trustee AS.

USD	US dollar.
Voting Bonds	Means the Outstanding Bonds less the Issuer's Bonds.
Written Resolution	means a written (or electronic) solution for a decision making among the Bondholders, as set out in Clause 15.5 (<i>Written Resolutions</i>) in the Bond Terms.

APPENDIX 1

BOND TERMS

FOR

**Beerenberg AS FRN senior secured NOK 750,000,000 callable bonds
2020/2023**

ISIN NO0010904782

Contents

Clause	Page
1. INTERPRETATION	3
2. THE BONDS	16
3. THE BONDHOLDERS	18
4. ADMISSION TO LISTING	19
5. REGISTRATION OF THE BONDS	19
6. CONDITIONS FOR DISBURSEMENT.....	20
7. REPRESENTATIONS AND WARRANTIES	21
8. PAYMENTS IN RESPECT OF THE BONDS	23
9. INTEREST.....	26
10. REDEMPTION AND REPURCHASE OF BONDS	26
11. PURCHASE AND TRANSFER OF BONDS.....	28
12. INFORMATION UNDERTAKINGS	28
13. GENERAL UNDERTAKINGS	29
14. EVENTS OF DEFAULT AND ACCELERATION OF THE BONDS	31
15. BONDHOLDERS' DECISIONS	34
16. THE BOND TRUSTEE.....	39
17. AMENDMENTS AND WAIVERS	43
18. MISCELLANEOUS	44
19. GOVERNING LAW AND JURISDICTION.....	46

ATTACHMENT 1 COMPLIANCE CERTIFICATE

ATTACHMENT 2 RELEASE NOTICE – ESCROW ACCOUNT

BOND TERMS between	
ISSUER:	Beerenberg AS, a company existing under the laws of Norway with registration number 998 789 362 and LEI-code 5967007LIEEXZXFUSW82, 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:	12 November 2020
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:

“**Accounting Standard**” means IFRS.

“**Advance Purchase Agreements**” means:

- (a) an advance or deferred purchase agreement if the agreement is in respect of the supply of assets or services and payment is due not more than 120 days after the date of supply; or
- (b) any other trade credit incurred in the ordinary course of business.

“**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).

“**Annual Financial Statements**” means the audited 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.

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

“**BBERG02**” means the Issuer's existing bond issue of NOK 850,000,000 with ISIN NO 0010786296.

“**BBERG02 Bondholders**” means the holders of the bonds under BBERG02.

“**BBERG02 Bondholders’ Roll-Over**” means the process whereby BBERG02 Bondholders that have applied for and been allocated Bonds in the Bond Issue may participate in the Bond Issue by exchange of their BBERG02 Bonds for Bonds (valued at par value).

“**BBERG02 Bonds**” means the bonds issued under BBERG02.

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

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

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

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

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

“**Bonds**” means (i) the debt instruments issued by the Issuer pursuant to these Bond Terms (including the Temporary Bonds) 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, the Interest Period will be extended to include the first following Business Day unless that day falls in the next calendar month, in which case the Interest Period will be shortened to the first preceding Business Day (*Modified Following*).

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

“**Call Option Repayment Date**” means the settlement date for the Call Option determined by the Issuer pursuant to Clause 10.2 (*Voluntary early redemption – Call Option*), Clause 10.3(d) or a date agreed upon between the Bond Trustee and the Issuer in connection with such redemption of Bonds.

“**Change of Control Event**” means a person (other than the Sponsor) or group (as such term is defined in the Norwegian Limited Liability Companies Act § 1-3) becoming the owner(s), directly or indirectly, of more than 50% of the outstanding voting shares of the Issuer, provided that no Change of Control Event shall be deemed to occur if such person or group has been pre-approved by a majority (50%) of the Bondholders attending a quorate Bondholders’ meeting or voting in a written resolution.

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

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

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

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

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

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

“**Distribution**” means any (i) payment of dividend on shares, (ii) repurchase of own shares, (iii) redemption of share capital or other restricted equity with repayment to shareholders, or (iv) any other similar distribution or transfers of value to the direct and indirect shareholders of any Group Company or the affiliates of such direct and indirect shareholders and (v) repayment of Shareholder Loans.

“**EBITDA**” means, in respect of any Relevant Period, the Group’s aggregate earnings before interest, taxes, depreciation and amortization.

“**Escrow Account**” means an account in the name of the Issuer, blocked and pledged on first priority as security for the Issuer’s obligations under the Finance Documents.

“**Escrow Account Pledge**” means the pledge over the Escrow Account in favour of the Bond Trustee (on behalf of itself and the Bondholders subscribing for Bonds by settlement in cash), where the bank operating the account has waived any set-off rights.

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

“**Exchange**” means:

- (a) Oslo Børs (the Oslo Stock Exchange); or

- (b) any regulated market as such term is understood in accordance with the Markets in Financial Instruments Directive 2014/65/EU (MiFID II) and Regulation (EU) No. 600/2014 on markets in financial instruments (MiFIR).

“**Existing SSRCF**” means the existing revolving credit facility entered into, between, amongst others, Beerenberg Holding AS as borrower and Danske Bank, Norwegian Branch as original lender and agent dated 16 March 2017, contemplated to be replaced by one or more new SSRCF in connection with disbursement of funds from the Escrow Account.

“**Finance Documents**” means these Bond Terms, the Bond Trustee Fee Agreement, the Intercreditor Agreement, any Transaction Security Document, any Security Agent Agreement 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 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 and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount shall be taken into account);
- (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 (i) the primary reason behind entering into the agreement is to raise finance or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 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 or other financial assistance (whether actual or contingent).

“**First Call Date**” means the Interest Payment Date falling in May 2022.

“**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 Norwegian law guarantee and indemnity (Norwegian: “*selvskyldnerkausjon*”) issued by each of the Guarantors in respect of the Secured Obligations and the Issuer in respect of the Super Senior Obligations)

“**Guarantor**” means Beerenberg Holding AS, registration number 889 694 742, Beerenberg Services AS, registration number 926 146 459, and any Group Company which subsequently becomes a Material Group Company.

“**Hedging Agreements**” means foreign exchange transactions for spot or forward delivery protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of business or in respect of payments to be made under the Bond Terms and/or any SSRCF Agreement, and interest rate derivatives agreements for interest rate hedging purposes with respect to the Secured Obligations, in each case not for investment or speculative purposes. Amounts outstanding under any Hedging Agreement can either be (i) unsecured or (ii) subject to the relevant hedge counterparty's accession to the Intercreditor Agreement, secured on a pari passu basis with the same security assets as covered by the Transaction Security, to be shared between the Secured Parties in accordance with the terms of the Intercreditor Agreement (pursuant to which it shall have super senior status with respect to any Enforcement Proceeds).

“**IFRS**” means the International Financial Reporting Standards (IFRS) and guidelines and interpretations issued by the International Accounting Standards Board (or any predecessor and successor thereof), in force from time to time.

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

“**Initial SSRCF Agent**” means Danske Bank A/S.

“**Initial SSRCF Agreement**” means the amended and restated revolving credit facility agreement in the amount of NOK 150,000,000 to be amended and restated on or about the date

of the Bond Terms between, amongst others, the relevant Obligors, the Initial SSRCF Agent and the Initial SSRCF Lenders.

“Initial SSRCF Lenders” means Danske Bank, Norwegian Branch and any other lender acceding thereto as lenders.

“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).

“Intercompany Loans” means any loan or other indebtedness between Group Companies.

“Intercreditor Agreement” means an intercreditor agreement to be entered into between, amongst others, the Obligors, the Bond Trustee, the Super Senior Creditors and the Security Agent.

“Interest Payment Date” means the last day of each Interest Period, the first Interest Payment Date being 15 February 2021 and the last Interest Payment Date being the Maturity Date.

“Interest Period” means, subject to adjustment in accordance with the Business Day Convention, the period between 13 February, 13 May, 13 August and 13 November each year, provided however that an Interest Period shall not extend beyond the Maturity Date.

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

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

“Interim Accounts” means the unaudited consolidated quarterly financial statements of the Issuer for the quarterly period ending on each 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.

“Issue Date” means 13 November 2020.

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

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

“Listing Failure Event” means:

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

“**Make Whole Amount**” means an amount equal to the sum of the present value on the Repayment Date of:

- (a) 104 per cent of the Nominal Amount of the redeemed Bonds as if such payment originally had taken place on the First Call Date; and
- (b) the remaining interest payments of the redeemed Bonds, less any accrued and unpaid interest on the redeemed Bonds as at the Repayment Date, to (and including) the First Call Date,

where the present value shall be calculated by using a discount rate of 0.50 per cent. per annum, and where the Interest Rate applied for the remaining interest payments until the First Call Date shall be the applicable Interest Rate on the Call Option Repayment Date.

“**Manager**” means ABG Sundal Collier ASA, P.O Box 1444 Vika, 0115 Oslo, Norway and Danske Bank A/S, Norwegian Branch, Bryggetorget 4, 0250 Oslo, Norway.

“**Margin**” means 8.00 per cent.

“**Material Adverse Effect**” means an event or circumstances which has a material adverse effect on:

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

“**Material Group Company**” means (i) any Subsidiary of the Issuer whose total consolidated assets represent at least 10% of the total consolidated assets of the Group, (ii) any Subsidiary of the Issuer whose total consolidated earnings before interest, tax, depreciation and amortization (calculated on the same basis as EBITDA) represent at least 10% of the total consolidated EBITDA of the Group, and (iii) any further Subsidiaries of the Issuer designated by the Issuer in order to ensure that the Issuer and the Material Group Companies constitute at least 80% of the total consolidated assets and total consolidated EBITDA of the Group, excluding (for the avoidance of doubt) all intra-Group items and investments in Subsidiaries of any member of the Group.

“**Maturity Date**” means 13 November 2023, adjusted according to the Business Day Convention.

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

“Obligor” means the Issuer and any Guarantor(s).

“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 the legal entity appointed by the Issuer to act as its paying agent with respect to the Bonds in the CSD.

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

“Permitted Distribution” means:

- (a) any Distribution by a Subsidiary of the Issuer, if such Distribution is made to another Group Company and, if made by a Group Company which is not wholly-owned, is made on a pro rata basis; or
- (b) any Distribution by the Issuer to any of its shareholders for funding of administration cost limited to NOK 2,000,000 for any financial year, provided that no Event of Default is continuing or would result from such Distribution.

Any unutilized portion of the Permitted Distribution set out in paragraph (b) above may not be carried forward.

“Permitted Financial Indebtedness” means any Financial Indebtedness:

- (a) in respect of the Secured Obligations, in each case subject to the terms set out herein and the Intercreditor Agreement;
- (b) in respect of BBERG02 and Existing SSRFC (and the other Secured Debt as defined in BBERG02) until the discharge thereof in connection with the release of funds from the Escrow Account;
- (c) under any Intercompany Loans;
- (d) under any Shareholder Loans;
- (e) incurred in the ordinary course of business under Advance Purchase Agreements;
- (f) under any pension and tax liabilities incurred in the ordinary course of business;
- (g) in the form of any finance or capital lease incurred by any Group Company in the ordinary course of business and in an aggregate maximum amount not, at any time, exceeding NOK 25,000,000 for the Group;

- (h) arising in the ordinary course of business under any lease agreement that is classified as an operational lease under the Accounting Standards as in force and as interpreted on 31 December 2018, irrespective of any later changes to the Accounting Standards;
- (i) incurred as a result of any member of the Group acquiring another entity and which is due to such acquired entity holding Financial Indebtedness, provided that the debt is repaid within a clean-up period of 60 calendar days;
- (j) in the form of any counter-indemnity obligation in respect of performance bonds, bid bonds and similar instruments,
- (k) under any unsecured revolving credit, guarantee, leasing and/or overdraft facilities, provided that the total commitment under such facilities when aggregated with the total commitments under the SSRCF does not exceed NOK 300,000,000 (or the equivalent amount in any other currency) and with an aggregate limit on cash drawings of maximum NOK 150,000,000;
- (l) under any unsecured Hedging Agreement; or
- (m) not permitted by the paragraphs (a) to (l) above, provided that the aggregate amount of such indebtedness does not exceed NOK 30,000,000.

"Permitted Financial Support" means any guarantee, loan or other financial support:

- (a) constituting or provided in respect of "Permitted Financial Indebtedness";
- (b) made or granted to or for the benefit of another Group Company;
- (c) arising by operation of law and in the ordinary course of trading and not as a result of any default or omission;
- (d) any guarantee given in respect of any netting or set-off arrangements permitted under paragraph (j) of the definition of "Permitted Security";
- (e) arising in the ordinary course of business by way of normal trade credit granted to customers; or
- (f) not otherwise permitted above which in aggregate does not exceed NOK 5,000,000 (or its equivalent in other currencies) at any time.

"Permitted Hedging Obligations" means any obligation of any Group Company under a derivative transaction entered into with one or more hedging counterparties (each a "**Hedging Counterparty**") under a Hedging Agreement.

"Permitted Security" means:

- (a) the security (including for the avoidance of doubt any cash cover) created to secure the Secured Obligations, in each case subject to the terms set out herein and the Intercreditor Agreement;

- (b) security granted in favour of any clearing organisation in connection with the clearing of derivatives transactions constituting Permitted Hedging Obligations;
- (c) security granted to secure BBERG02 and the Existing SSRCF (and the other Secured Debt as defined in BBERG02) until the discharge thereof in connection with the release of funds from the Escrow Account;
- (d) security arising by operation of law;
- (e) customary security arrangements (retention of title arrangements) in connection with Advance Purchase Agreements or operational leases;
- (f) any security provided in relation to any lease agreement entered into by a member of the Group in the ordinary course of business as referred to in paragraph (g) of the definition of "Permitted Financial Indebtedness";
- (g) any security incurred as a result of any member of the Group acquiring another entity and which is due to such acquired entity has provided security, provided that the debt secured with such security is Permitted Financial Indebtedness in accordance with the definition of "Permitted Financial Indebtedness" above;
- (h) any security of the Group under any guarantee issued by, including cash collateral provided by, a member of the Group, or provided by such member of the Group in any other way (including by way of purchasing, or providing back to back arrangements for, such guarantees from a third party), in the ordinary course of the Group's business, provided always that such security does not secure Financial Indebtedness;
- (i) any cash cover for Financial Indebtedness incurred under paragraph (k) of "Permitted Financial Indebtedness", to the extent such cash cover would have been permitted as separate security for any SSRCF;
- (j) any security arising by way of any netting or set-off arrangement entered into by a member of the Group in the ordinary course of its banking arrangements;
- (k) security by way of a cash deposit in the amount of NOK 4,000,000 granted to secure pension obligations; or
- (l) any security not permitted by paragraphs (a) to (k) above, provided that the aggregate amount of indebtedness secured thereby does not exceed NOK 30,000,000.

"Put Option" shall have 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*).

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

“**Quotation Business Day**” means a day on which Norges Bank’s settlement system is open.

“**Reference Rate**” shall mean NIBOR (Norwegian Interbank Offered Rate) being;

- (a) the interest rate fixed for a period comparable to the relevant Interest Period published by Global Rate Set Systems (GRSS) at approximately 12.00 (Oslo time) on the Interest Quotation Day; or
- (b) if no screen rate is available for the relevant Interest Period:
 - (i) the linear interpolation between the two closest relevant interest periods, and with the same number of decimals, quoted under paragraph (a) above; or
 - (ii) a rate for deposits in the currency of the Bonds for the relevant Interest Period as supplied to the Bond Trustee at its request quoted by a sufficient number of commercial banks reasonably selected by the Bond Trustee; or
- (c) if the interest rate under paragraph (a) is no longer available, the interest rate will be set by the Bond Trustee in consultation with the Issuer to:
 - (i) any relevant replacement reference rate generally accepted in the market; or
 - (ii) such interest rate that best reflects the interest rate for deposits in the currency of the Bonds offered for the relevant Interest Period.

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

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

“**Relevant Period**” means each period of twelve months ending on a Quarter 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 15 (*Bondholders’ Decisions*), the date falling on the immediate preceding Business Day to the date of that Bondholders’ decision being made, or another date as accepted by the Bond Trustee.

“**Repayment Date**” means any date for payment of instalments in accordance with Clause 10.1 (*Redemption of Bonds*), any Call Option Repayment Date, the Default Repayment Date, the Put Option Repayment Date, the Tax Event Repayment Date or the Maturity Date.

“**Rollover Bonds**” means the BBERG02 Bonds that, to the extent applicable and in accordance with these Bond Terms, shall be used as payment for Bonds (in kind).

“**Secured Obligations**” means all present and future obligations and liabilities of the Obligors under the Finance Documents and the Super Senior Finance Documents.

“**Secured Parties**” means the Security Agent, the Super Senior Creditors 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).

“**Shareholder Loans**” means any borrowings by the Issuer or any of its Subsidiaries from any of the direct or indirect shareholders of the Issuer, which is (a) to be subordinated to the Secured Obligations as provided for in the Intercreditor Agreement and (b) have a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Maturity Date, and (c) according to its terms to yield only payment-in-kind interest.

“**Sponsor**” means Segulah IV L.P., registration no. LP12476 and/or any other investment vehicle managed or advised by Segulah IV GP, Segulah Advisor AB or any of their affiliates from time to time.

“**SSRCF**” means one or more revolving credit, guarantee, leasing and/or overdraft facilities to be provided to the Issuer and/or each of its Subsidiaries which becomes a party thereto as a borrower by one or several lenders, with an aggregate maximum commitment of NOK 300,000,000 (or the equivalent amount in any other currency) and a limit on cash drawings of maximum NOK 150,000,000, and any refinancing or replacements thereof. Any SSRCF may consist of one or several facilities (including any ancillary facilities) from one or more lenders, which shall rank *pari passu* between each other. All amounts outstanding under any SSRCF shall be secured on a *pari passu* basis with the same security assets as covered by the Transaction Security, to be shared between the Secured Parties in accordance with the terms of the Intercreditor Agreement (pursuant to which it shall have super senior status with respect to any Enforcement Proceeds).

“**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.

“**Super Senior Creditors**” means the finance parties under the Super Senior Finance Documents.

“**Super Senior Finance Documents**” means each agreement for the SSRCF (each a “**SSRCF Agreement**”) and any other document defined as a “Finance Document” pursuant to the terms thereof, and any Hedging Agreements entered into with any Hedging Counterparty that is a party to the Intercreditor Agreement.

“**Super Senior Obligations**” means the payment obligations towards the Super Senior Creditors under the Super Senior Finance Documents.

“**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*).

“**Temporary Bonds**” means the temporary bonds issued with ISIN NO 0010904758 and settled against delivery of the Rollover Bonds in the BBERG02 Bondholders’ Roll-Over in accordance with paragraph (a) of Clause 2.6 (*Settlement*) which shall be merged with the Bonds upon first disbursement of proceeds from the Escrow Account in accordance with Clause 6.1(b).

“**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*), other than the Escrow Account Pledge and the VPS Account Pledge.

“**VPS Account**” means a VPS account opened in the name of the Issuer with Danske Bank, Norwegian Branch as account operator for the purpose of holding the Rollover Bonds until disbursement of the funds from the Escrow Account, blocked and pledged on the terms of the VPS Account Pledge.

“**VPS Account Pledge**” means the first priority pledge over the VPS Account in favour of the Bond Trustee (on behalf of itself and the Bondholders delivering Rollover Bonds as settlement for subscription of Bonds).

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

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

1.2 Construction

In these Bond Terms, unless the context otherwise requires:

- (a) headings are for ease of reference only;
- (b) words denoting the singular number will include the plural and vice versa;
- (c) references to Clauses are references to the Clauses of these Bond Terms;
- (d) references to a time are references to Central European time unless otherwise stated;

- (e) references to a provision of “**law**” is a reference to that provision as amended or re-enacted, and to any regulations made by the appropriate authority pursuant to such law;
- (f) references to a “**regulation**” includes any regulation, rule, official directive, request or guideline by any official body;
- (g) references to a “**person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, unincorporated organization, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality;
- (h) references to Bonds being “**redeemed**” means that such Bonds are cancelled and discharged in the CSD in a corresponding amount, and that any amounts so redeemed may not be subsequently re-issued under these Bond Terms;
- (i) references to Bonds being “**purchased**” or “**repurchased**” by the Issuer means that such Bonds may be dealt with by the Issuer as set out in Clause 11.1 (*Issuer’s purchase of Bonds*),
- (j) references to persons “**acting in concert**” shall be interpreted pursuant to the relevant provisions of the Securities Trading Act; and
- (k) an Event of Default is “**continuing**” if it has not been remedied or waived.

2. THE BONDS

2.1 Amount, denomination and ISIN of the Bonds

- (a) The Issuer has resolved to issue a series of Bonds in the amount of NOK 750,000,000.
- (a) The Bonds are denominated in Norwegian Kroner (NOK), being the legal currency of Norway.
- (b) The Initial Nominal Amount of each Bond is NOK 1.
- (c) 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, (ii) any Overdue Amounts issued under one or more separate ISIN in accordance with the regulations of the CSD from time to time and (iii) the Temporary Bonds.
- (d) 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 15.1.

2.2 Tenor of the Bonds

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

2.3 Use of proceeds

The Issuer will use the net proceeds from the issuance of the Bonds to repay BBERG02 in full (including, for the avoidance of doubt, any interest and buy-back premium pursuant to the

Settlement Procedures in connection with the exercise of any call option in respect thereof) as well as for general corporate purposes of the Group.

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). The Bonds shall be secured as set forth under Clause 2.5 below, but will receive proceeds from the enforcement of such Security (including distressed disposals and payments following any other enforcement event (collectively the "**Enforcement Proceeds**") pursuant to the terms of the Intercreditor Agreement) only after the Super Senior Obligations have been repaid in full, in accordance with the waterfall provisions of the Intercreditor Agreement

2.5 Transaction Security

- (a) As Security for the fulfilment of the payment obligations of the Obligor under the Finance Documents, the Issuer and the Material Group Companies (from time to time) shall to the extent legally permissible grant to the Secured Parties, represented by the Security Agent, the following security on the terms set out in the relevant Transaction Security Documents within the times agreed in Clause 6 (*Conditions for disbursement*):
- (i) a first priority pledge over the Escrow Account (granted in favour of the Bond Trustee (on behalf of itself and the Bondholders subscribing for Bonds by settlement in cash only);
 - (ii) a first priority pledge over the VPS Account (granted in favour of the Bond Trustee (on behalf of itself and the Bondholders subscribing for Bonds by settlement in kind by delivering Rollover Bonds only);
 - (iii) first priority pledge over all shares issued in all of the Guarantors;
 - (iv) floating charges over the operational assets (*No: driftstilbehørspant*) of each Guarantor incorporated in Norway (other than the Issuer and Beerenberg Holding AS);
 - (v) floating charges in the account receivables (*No: factoringpant*) of each Guarantor incorporated in Norway (other than the Issuer and Beerenberg Holding AS);
 - (vi) floating charges in the inventories (*No: varelagerpant*) of each Guarantor incorporated in Norway (other than the Issuer and Beerenberg Holding AS);
 - (vii) first priority assignment of any Intercompany Loan (i) which are established with proceeds from the Bond Issue and (ii) from the Issuer to any its Subsidiaries, having an aggregate amount (between the same parties) of NOK 5,000,000 or more (each an "**Intercompany Loan Assignment**"); and
 - (viii) the Guarantees.

- (b) The Transaction Security shall be entered into on such terms and conditions as the Bond Trustee or Security Agent (as applicable) in its discretion deems appropriate in order to create the intended benefit for the Secured Parties under the relevant document. The Bond Trustee shall be authorised to agree and execute the Intercreditor Agreement and any subsequent amendments thereto or replacements thereof (including any changes to be made to the relationship between the Super Senior Creditors only (including, without limitation, amendments in respect of voting rights and application of proceeds between the Super Senior Creditors in line with customary super senior intercreditor structures in the Norwegian high yield bond market) on behalf of the Bondholders.
- (c) The Bond Trustee (in its capacity as Security Agent) shall pursuant to the terms of the Intercreditor Agreement release any Security provided over shares or assets which are sold or otherwise disposed of pursuant to the terms hereof, and in connection with any change with respect of the Material Group Companies contemplated hereby.
- (d) A Group Company shall only be required to grant Security if, and in such an extent that, it would not (i) conflict with statutory limitation, laws and/or regulations applicable to the relevant Group Company (e.g. financial assistance, corporate benefit, "thin capitalisation" restrictions) or (ii) conflict with fiduciary duties of the relevant Group Company's directors or contravene any legal prohibition or result in a material risk of personal or criminal liability on the part of any officer.

2.6 Settlement

- (a) The Bonds shall be settled either in (i) cash, or (ii) in kind by delivery of Rollover Bonds (subject to subscriptions from BBERG02 Bondholders in accordance with the BBERG02 Bondholders' Rollover).
- (b) The Temporary Bonds shall be merged with the Bonds under the ISIN of the Bonds upon first disbursement of proceeds from the Escrow Account in accordance with Clause 6.1(b). The CSD and the Bond Trustee shall be authorised to carry out the aforesaid in the best practical way.

3. THE BONDHOLDERS

3.1 Bond Terms binding on all Bondholders

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

3.2 Limitation of rights of action

- (a) No Bondholder is entitled to take any enforcement action, instigate any insolvency procedures, or take other legal action against the Issuer or any other party in relation to any of the liabilities of the Issuer or any other party under or in connection with the Finance Documents, other than through the Bond Trustee and in accordance with these Bond Terms, provided, however, that the Bondholders shall not be restricted from

exercising any of their individual rights derived from these Bond Terms, including the right to exercise the Put Option.

- (b) Each Bondholder shall immediately upon request by the Bond Trustee provide the Bond Trustee with any such documents, including a written power of attorney (in form and substance satisfactory to the Bond Trustee), as the Bond Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Bond Trustee is under no obligation to represent a Bondholder which does not comply with such request.

3.3 Bondholders' rights

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

4. ADMISSION TO LISTING

The Issuer shall use its reasonable endeavours to ensure that the Bonds are listed on an Exchange within 6 months of the Issue Date and thereafter remain listed on an Exchange until the Bonds have been redeemed in full.

5. REGISTRATION OF THE BONDS

5.1 Registration in the CSD

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

5.2 Obligation to ensure correct registration

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

5.3 Country of issuance

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

6. CONDITIONS FOR DISBURSEMENT

6.1 Conditions precedent for disbursement to the Issuer

- (a) Payment of the net proceeds from the issuance of the Bonds (i.e. net of fees and legal costs of the Managers and the Bond Trustee and any other costs and expenses incurred in connection with the Bond Issue) to the Escrow Account and the transfer of the Rollover Bonds to the VPS Account shall be conditional on the Bond Trustee having received no later than two Business Days prior to the Issue Date (or such later date as the Bond Trustee may agree) each of the following documents, in form and substance satisfactory to the Bond Trustee:
- (i) the Bond Terms duly executed and the Escrow Account Pledge Agreement and the VPS Account Pledge duly executed and perfected;
 - (ii) the Bond Trustee Fee Agreement duly executed;
 - (iii) copies of all necessary corporate resolutions of the Issuer to issue the Bonds and execute the Finance Documents to which it is a party;
 - (iv) copies of the certificate of registration and articles of association of the Issuer;
 - (v) a copy of a power of attorney (unless included in the relevant corporate resolutions) from the Issuer to relevant individuals for their execution of the Finance Documents to which it is a party;
 - (vi) confirmation that the Bonds have been registered in the CSD (by obtaining an ISIN for the Bonds);
 - (vii) confirmation of an irrevocable call notice regarding BBERG02;
 - (viii) confirmation that the applicable prospectus requirements (ref. the EU prospectus directive (2017/1129 EC)) concerning the issuance of the Bonds have been fulfilled;
 - (ix) copies of any written documentation used in the marketing of the Bonds or made public by the Issuer or the Managers in connection with the Bond Issue;
 - (x) copies of the Issuer's latest Financial Reports; and
 - (xi) legal opinions or other statements as may be required by the Bond Trustee (including in respect of corporate matters relating to the Issuer and the legality, validity and enforceability of these Bond Terms and the Finance Documents).
- (b) Disbursement of the net proceeds from the issuance of the Bonds credited to the Escrow Account and the redemption and discharge of the Rollover Bonds on the VPS Account shall be subject to the Bond Trustee having received in due time (as determined by the Bond Trustee) prior to, or is satisfied that it, subject to a closing procedure acceptable to the Security Agent, on the disbursement date will receive, each of the following documents and evidence, in form and substance satisfactory to the Bond Trustee:

- (i) a duly executed release notice from the Issuer, as set out in Attachment 2;
 - (ii) satisfactory documentation evidencing that the amount to be released shall be applied in accordance with the purpose of the Bond Issue and that all security and guarantees under BBERG02 and the Existing SSRFCF (and the other Secured Debt as defined in BBERG02) will be released;
 - (iii) evidence that the Issuer has sufficient funds (including cash standing to the credit of the Escrow Account) to repay the BBERG02 in full (including, for the avoidance of doubt, any interest and buy-back premium in connection with the exercise of any call option in respect thereof);
 - (iv) copies of agreements for any existing Shareholder Loans and Intercompany Loans duly executed by all parties thereto, or a confirmation that no such loans exist;
 - (v) necessary corporate resolutions from each of the Obligors to execute the relevant Transaction Security Documents and Guarantee Agreement;
 - (vi) if applicable, the Intercreditor Agreement duly executed by all parties thereto;
 - (vii) all relevant Transaction Security Documents being executed and (other than the floating charges, which shall be sent for registration on a "same day basis") perfected; and
 - (viii) any statements or legal opinions required by the Bond Trustee in relation to the Transaction Security Documents.
- (c) The Bond Trustee, acting in its sole discretion, may, regarding this Clause 6.1 (*Conditions precedent for disbursement to the Issuer*), waive or postpone the requirements for documentation and the Bond Trustee may on behalf of the Bondholders agree on a closing procedure with the Issuer, the Super Senior Creditors and Nordic Trustee AS in its capacity as the security agent for BBERG02 (and the other Secured Debt as defined therein), including that Security may be established with priority after the security for BBERG02 (and the other Secured Debt as defined therein) until such debt is repaid.

6.2 Disbursement of the proceeds

Disbursement of the proceeds from the issuance of the Bonds, the release of the VPS Account Pledge, the redemption and discharge of the Rollover Bonds on the VPS Account, and the Temporary Bonds being merged with the Bonds pursuant to Clause 2.6 (*Settlement*) is conditional on the Bond Trustee's confirmation to the Paying Agent that the conditions in Clause 6.1 (*Conditions precedent for disbursement to the Issuer*) have been either satisfied in the Bond Trustee's discretion or waived by the Bond Trustee pursuant to paragraph (c) of Clause 6.1 above.

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 Obligor to the Bond Trustee (on

behalf of the Bondholders) at the following times and with reference to the facts and circumstances then existing:

- (a) at the date of these Bond Terms;
- (b) at the Issue Date; and
- (c) on each date of disbursement of proceeds from the Escrow Account.

7.1 Status

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

7.2 Power and authority

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

7.3 Valid, binding and enforceable obligations

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

7.4 Non-conflict with other obligations

The entry into and performance by it of these Bond Terms and any other Finance Document to which it is a party and the transactions contemplated thereby do not and will not conflict with (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 authorisations, consents, approvals, resolutions, licenses, exemptions, filings, notarizations or registrations required:

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

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

7.7 Litigation

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

7.8 Financial Reports

Its most recent Financial Reports fairly and accurately represent the assets and liabilities and financial condition as at their respective dates, and have been prepared in accordance with 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 have been set out for such payment in the relevant Finance Document.

8.2 Default interest

- (a) Default interest will accrue on any Overdue Amount from and including the Payment Date on which it was first due to and excluding the date on which the payment is made at the Interest Rate plus 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.
- (c) Upon the occurrence of a Listing Failure Event and for as long as such Listing Failure Event is continuing, the interest on any principal amount outstanding under these Bonds Terms will accrue at the Interest Rate plus 1 percentage point per annum.

8.3 Partial Payments

- (a) If the Paying Agent or the Bond Trustee receives a Partial Payment, such Partial Payment shall, in respect of the Issuer's debt under the Finance Documents be considered made for discharge of the debt of the Issuer in the following order of priority:
 - (i) firstly, towards any outstanding fees, liabilities and expenses of the Bond Trustee (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 14.2 (*Acceleration of the Bonds*), or
- (ii) as a result of a resolution according to Clause 15 (*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 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 Interest Rate on the Nominal Amount for each Interest Period, commencing on and including the first date of the Interest Period, and ending on but excluding the last date of the Interest Period.
- (b) Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis). The Interest Rate will be reset at each Interest Quotation Day by the Bond Trustee, who will notify the Issuer and the Paying Agent and, if the Bonds are listed, the Exchange, of the new Interest Rate and the actual number of calendar days for the next Interest Period.

9.2 Payment of interest

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

10. REDEMPTION AND REPURCHASE OF BONDS

10.1 Redemption of Bonds

- (a) The Bonds shall be repaid by the Issuer in the following instalments at 103.25 per cent of the Nominal Value, plus accrued but unpaid interest on the redeemed amount:
 - (i) NOK 25,000,000 on the Interest Payment Date in May 2021;
 - (ii) NOK 25,000,000 on the Interest Payment Date in November 2021;
 - (iii) NOK 25,000,000 on the Interest Payment Date in May 2022;
 - (iv) NOK 25,000,000 on the Interest Payment Date in November 2022; and
 - (v) NOK 25,000,000 on the Interest Payment Date in May 2023.
- (b) Instalment payments will be made pro rata in accordance with the applicable regulations of the CSD.
- (c) Any remaining Outstanding Bonds will be redeemed in full on the Maturity Date at a price equal to 103.25 per cent. of the Nominal Amount.

10.2 Voluntary early redemption - Call Option

- (a) The Issuer may redeem all or some of the Outstanding Bonds (the “Call Option”) on any Business Day from and including:
 - (i) the Issue Date to, but not including, the First Call Date at a price equal to the Make Whole Amount; and
 - (ii) the First Call Date to, but not including, the Maturity Date in at a price equal to 104 per cent. of the Nominal Amount for each redeemed Bond;

- (b) Any redemption of Bonds pursuant to Clause 10.2 (a) above shall be determined based upon the redemption prices applicable on the Call Option Repayment Date.
- (c) The Call Option may be exercised by the Issuer by written notice to the Bond Trustee at least 10 Business Days prior to the proposed Call Option Repayment Date. Such notice sent by the Issuer is irrevocable and shall specify the Call Option Repayment Date. Unless the Make Whole Amount is set out in the written notice where the Issuer exercises the Call Option, the Issuer shall calculate the Make Whole Amount and provide such calculation by written notice to the Bond Trustee as soon as possible and at the latest within 3 Business Days from the date of the notice.
- (d) Any Call Option exercised in part will be used for pro rata payment to the Bondholders in accordance with the applicable regulations of the CSD.

10.3 Mandatory repurchase due to a 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 101 per cent. of the Nominal Amount.
- (b) The Put Option must be exercised within 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 12.3 (*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 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 90 per cent. 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 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 100 per cent. of the Nominal Amount. The Issuer shall give written notice of such redemption to the Bond Trustee and the Bondholders at least 20 Business Days prior to the Tax Event Repayment Date, provided that no such notice shall be given earlier than 40

Business 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.

11. PURCHASE AND TRANSFER OF BONDS

11.1 Issuer's purchase of Bonds

The Issuer may purchase and hold Bonds and such Bonds may be retained or sold in the Issuer's sole discretion,(including with respect to Bonds purchased pursuant to Clause 10.3 (*Mandatory repurchase due to a Put Option Event*)).

11.2 Restrictions

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

12. INFORMATION UNDERTAKINGS

12.1 Financial Reports

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

12.2 Requirements as to Financial Reports

- (a) The Issuer shall supply to the Bond Trustee, in connection with the publication of its Financial Reports pursuant to Clause 12.1 (*Financial Reports*), a Compliance Certificate with a copy of the Financial Reports attached thereto. The Compliance Certificate shall be duly signed by the chief executive officer or the chief financial officer of the Issuer, certifying inter alia that the Financial Reports are fairly representing its financial condition as at the date of those financial statements.
- (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 Put Option Event

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

12.4 Listing Failure Event

The Issuer shall promptly inform the Bond Trustee in writing if a Listing Failure Event has occurred. However, no Event of Default shall occur if the Issuer fails (i) to list the Bonds in accordance with Clause 4 (*Listing*) or (ii) to inform of such Listing Failure Event, only default interest in accordance with Clause 8.2(c)8.2 paragraph (c) will accrue as long as such Listing Failure Event is continuing.

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) at the request of the Bond Trustee, report the balance of the Issuer's Bonds (to the best of its knowledge, having made due and appropriate enquiries);
- (c) send the Bond Trustee copies of any statutory notifications of the Issuer, including but not limited to in connection with mergers, de-mergers and reduction of the Issuer's share capital or equity;
- (d) if the Bonds are listed on an Exchange, send a copy to the Bond Trustee of its notices to the Exchange;
- (e) if the Issuer and/or the Bonds are rated, inform the Bond Trustee of its and/or the rating of the Bonds, and any changes to such rating;
- (f) inform the Bond Trustee of changes in the registration of the Bonds in the CSD; and
- (g) within a reasonable time, provide such information about the Issuer's and the Group's business, assets and financial condition as the Bond Trustee may reasonably request.

13. GENERAL 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 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 provided that the loss of such authorisation, approval, license or consent would have a Material Adverse Effect.

13.2 Compliance with laws

The Issuer shall, and shall procure that each other Group Company will, comply with all laws and regulations to which it may be subject from time to time unless non-compliance would not have a Material Adverse Effect.

13.3 Continuation of business

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

13.4 Corporate status

The Issuer shall not change its type of organization (other than to a public limited company) or jurisdiction of incorporation.

13.5 Mergers and de-mergers

The Issuer shall not, and shall procure that no other Material 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 Material Group Company with any other person other than with a Group Company; or
- (b) any demerger or other corporate reorganisation having the same or equivalent effect as a demerger involving the Issuer and any Material Group Company;

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

13.6 Financial Indebtedness

The Issuer shall not, and shall procure that no other Group Company, incur any additional Financial Indebtedness other than Permitted Financial Indebtedness.

13.7 Negative pledge

The Issuer shall not and shall ensure that no other Group Company shall, incur, create, permit to subsist or exist any mortgage, pledge, lien or any other encumbrance over any of its present or future respective assets or revenues, other than Permitted Security.

13.8 Financial support

No member of the Group shall directly or indirectly make or grant any loans, grant any credit or give any guarantee or indemnity to or for the benefit of any person or group or otherwise voluntarily assume any financial liability, whether actual or contingent, in respect of any other person or group, not being a member of the Group, except for Permitted Financial Support.

13.9 Disposals

The Issuer shall not, and shall ensure that no Material Group Company shall, sell or otherwise dispose of all or a substantial part of its or that Material Group Company's assets or operations to any person not being a member of the Group, unless (i) the transaction is carried out at fair market value, on terms and conditions customary for such transaction; and (ii) such transaction would not have a Material Adverse Effect.

13.10 Arm's length transactions

The Issuer shall not, and the Issuer shall ensure that no member of the Group shall engage in, directly or indirectly, any transaction with any party (without limitation, the purchase, sale or exchange of assets or the rendering of any service), except on arm's length terms and for fair market value, unless it is a Permitted Distribution.

13.11 Nomination of Material Group Companies

The Issuer shall once every year (simultaneously with the delivery to the Bond Trustee of the annual Financial Reports) identify and nominate the Group Companies which qualify as Material Group Companies, and ensure that each such Material Group Companies no later than 60 days after its nomination provide Security in accordance with, and accede to, the Intercreditor Agreement.

13.12 Insurance

The Issuer shall, and the Issuer shall procure that each Material Group Company will, maintain with financially sound and reputable insurance companies, funds or underwriters adequate insurance or captive arrangements with respect to its properties and business against such liabilities, casualties and contingencies and of such types and in such amounts as are consistent with prudent business practice.

13.13 Acquisitions of new assets/business

The Issuer shall not, and shall ensure that no member of the Group shall, invest in or acquire any company, shares, securities, business undertakings or assets in cash, other than (a) investment in or acquisition of working plant or other assets required for the ordinary course of trading and operations of the Group and (b) establishment of new subsidiaries and joint ventures following local or operational requirements, however so that other investment up to NOK 20,000,000 in aggregate per financial year shall be permitted.

13.14 Ownership to Material Group Companies

The Issuer shall not sell, transfer, assign or otherwise dilute or dispose of any shares or any other ownership interest in any of the Material Group Companies to any person not being a member of the Group, unless the transaction is carried out at fair market value, on terms and conditions customary for such transaction and further provided that such transaction does not have a Material Adverse Effect. The Issuer shall notify the Bond Trustee of any such transaction, and upon request provide relevant details thereof.

13.15 Distributions

The Issuer shall not, and shall procure that none of its Subsidiaries will, make any Distribution other than a Permitted Distribution.

14. EVENTS OF DEFAULT AND ACCELERATION OF THE BONDS

14.1 Events of Default

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

(a) *Non-payment*

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 5 Business Days following the original due date; or
- (ii) in the discretion of the Bond Trustee, the Issuer has substantiated that it is likely that such payment will be made in full within 5 Business Days following the original due date.

(b) *Breach of other obligations*

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 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 Obligor 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 and cross acceleration*

If for any Obligor:

- (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 in respect of non-payment of Financial Indebtedness, insolvency, insolvency proceedings, creditor's process or cessation of business (however described), but, for the avoidance of doubt, not as a result of any other defaults (including breach of any maintenance covenants),

provided however that the aggregate amount of such Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (i) to (iv) above exceeds a total of NOK 30,000,000 (or the equivalent thereof in any other currency).

(e) *Insolvency and insolvency proceedings*

Any Obligor:

- (i) is Insolvent; or
- (ii) is object of any corporate action or any legal proceedings is taken in relation to:
 - (A) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) other than a solvent liquidation or reorganization; or
 - (B) a composition, compromise, assignment or arrangement with any creditor which may materially impair the Issuer's ability to perform its 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 14.1 (d) (*Cross default*) above; or
 - (E) for (A) - (D) above, any analogous procedure or step is taken in any jurisdiction in respect of any such company,

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

(f) *Creditor's process*

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

14.2 Acceleration of the Bonds

If an Event of Default has occurred and is continuing, the Bond Trustee may, in its discretion in order to protect the interests of the Bondholders, or upon instruction received from the

Bondholders pursuant to Clause 14.3 (*Bondholders' instructions*) below, by serving a Default Notice:

- (a) declare that the Outstanding Bonds, together with accrued interest and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or
- (b) exercise (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.

14.3 Bondholders' instructions

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

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

14.4 Calculation of claim

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

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

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

15. BONDHOLDERS' DECISIONS

15.1 Authority of the Bondholders' Meeting

- (a) A Bondholders' Meeting may, on behalf of the Bondholders, resolve to alter any of these Bond Terms, including, but not limited to, any reduction of principal or interest and any conversion of the Bonds into other capital classes.
- (b) The Bondholders' Meeting cannot resolve that any overdue payment of any instalment shall be reduced unless there is a pro rata reduction of the principal that has not fallen due, but may resolve that accrued interest (whether overdue or not) shall be reduced without a corresponding reduction of principal.

- (c) The Bondholders' Meeting may not adopt resolutions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders.
- (d) Subject to the power of the Bond Trustee to take certain action as set out in Clause 16.1 (*Power to represent the Bondholders*), if a resolution by, or an approval of, the Bondholders is required, such resolution may be passed at a Bondholders' Meeting. Resolutions passed at any Bondholders' Meeting will be binding upon all Bondholders.
- (e) At least 50 per cent. of the Voting Bonds must be represented at a Bondholders' Meeting for a quorum to be present.
- (f) Resolutions will be passed by simple majority of the Voting Bonds represented at the Bondholders' Meeting, unless otherwise set out in paragraph (g) below.
- (g) Save for any amendments or waivers which can be made without resolution pursuant to Clause 17.1 (*Procedure for amendments and waivers*) paragraph (a), section (i) and (ii), a majority of at least 2/3 of the Voting Bonds represented at the Bondholders' Meeting is required for approval of any waiver or amendment of these Bond Terms.

15.2 Procedure for arranging a Bondholders' Meeting

- (a) A Bondholders' Meeting shall be convened by the Bond Trustee upon the request in writing of:
 - (i) the Issuer;
 - (ii) Bondholders representing at least 1/10 of the Voting Bonds;
 - (iii) the Exchange, if the Bonds are listed and the Exchange is entitled to do so pursuant to the general rules and regulations of the Exchange; or
 - (iv) the Bond Trustee.

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

- (b) If the Bond Trustee has not convened a Bondholders' Meeting within 10 Business Days after having received a valid request for calling a Bondholders' Meeting pursuant to paragraph (a) above, then the requesting party may call the Bondholders' Meeting itself.
- (c) Summons to a Bondholders' Meeting must be sent no later than 10 Business Days prior to the proposed date of the Bondholders' Meeting. The Summons shall be sent to all Bondholders registered in the CSD at the time the Summons is sent from the CSD. If the Bonds are listed, the Issuer shall ensure that the Summons is published in accordance with the applicable regulations of the Exchange. The Summons shall also be published on the website of the Bond Trustee (alternatively by press release or other relevant information platform).
- (d) Any Summons for a Bondholders' Meeting must clearly state the agenda for the Bondholders' Meeting and the matters to be resolved. The Bond Trustee may include additional agenda items to those requested by the person calling for the Bondholders'

Meeting in the Summons. If the Summons contains proposed amendments to these Bond Terms, a description of the proposed amendments must be set out in the Summons.

- (e) Items which have not been included in the Summons may not be put to a vote at the Bondholders' Meeting.
- (f) By written notice to the Issuer, the Bond Trustee may prohibit the Issuer from acquiring or dispose of Bonds during the period from the date of the Summons until the date of the Bondholders' Meeting, unless the acquisition of Bonds is made by the Issuer pursuant to Clause 10 (*Redemption and Repurchase of Bonds*).
- (g) A Bondholders' Meeting may be held on premises selected by the Bond Trustee, or if paragraph (b) above applies, by the person convening the Bondholders' Meeting (however to be held in the capital of the Relevant Jurisdiction). The Bondholders' Meeting will be opened and, unless otherwise decided by the Bondholders' Meeting, chaired by the Bond Trustee. If the Bond Trustee is not present, the Bondholders' Meeting will be opened by a Bondholder and be chaired by a representative elected by the Bondholders' Meeting (the Bond Trustee or such other representative, the "**Chairperson**").
- (h) Each Bondholder, the Bond Trustee and, if the Bonds are listed, representatives of the Exchange, or any person or persons acting under a power of attorney for a Bondholder, shall have the right to attend the Bondholders' Meeting (each a "**Representative**"). The Chairperson may grant access to the meeting to other persons not being Representatives, unless the Bondholders' Meeting decides otherwise. In addition, each Representative has the right to be accompanied by an advisor. In case of dispute or doubt with regard to whether a person is a Representative or entitled to vote, the Chairperson will decide who may attend the Bondholders' Meeting and exercise voting rights.
- (i) Representatives of the Issuer have the right to attend the Bondholders' Meeting. The Bondholders Meeting may resolve to exclude the Issuer's representatives and/or any person holding only Issuer's Bonds (or any representative of such person) from participating in the meeting at certain times, however, the Issuer's representative and any such other person shall have the right to be present during the voting.
- (j) Minutes of the Bondholders' Meeting must be recorded by, or by someone acting at the instruction of, the Chairperson. The minutes must state the number of Voting Bonds represented at the Bondholders' Meeting, the resolutions passed at the meeting, and the results of the vote on the matters to be decided at the Bondholders' Meeting. The minutes shall be signed by the Chairperson and at least one other person. The minutes will be deposited with the Bond Trustee who shall make available a copy to the Bondholders and the Issuer upon request.
- (k) The Bond Trustee will ensure that the Issuer, the Bondholders and the Exchange are notified of resolutions passed at the Bondholders' Meeting and that the resolutions are published on the website of the Bond Trustee (or other relevant electronically platform or press release).

- (l) The Issuer shall bear the costs and expenses incurred in connection with convening a Bondholders' Meeting regardless of who has convened the Bondholders' Meeting, including any reasonable costs and fees incurred by the Bond Trustee.

15.3 Voting rules

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

15.4 Repeated Bondholders' Meeting

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

15.5 Written Resolutions

- (a) Subject to these Bond Terms, anything which may be resolved by the Bondholders in a Bondholders' Meeting pursuant to Clause 15.1 (*Authority of the Bondholders' Meeting*) may also be resolved by way of a Written Resolution. A Written Resolution passed with the relevant majority is as valid as if it had been passed by the Bondholders in a Bondholders' Meeting, and any reference in any Finance Document to a Bondholders' Meeting shall be construed accordingly.
- (b) The person requesting a Bondholders' Meeting may instead request that the relevant matters are to be resolved by Written Resolution only, unless the Bond Trustee decides otherwise.
- (c) The Summons for the Written Resolution shall be sent to the Bondholders registered in the CSD at the time the Summons is sent from the CSD and published at the Bond Trustee's web site, or other relevant electronic platform or via press release.
- (d) The provisions set out in Clause 15.1 (*Authority of the Bondholders' Meeting*), 15.2 (*Procedure for arranging a Bondholder's Meeting*), Clause 15.3 (*Voting Rules*) and Clause 15.4 (*Repeated Bondholders' Meeting*) shall apply *mutatis mutandis* to a Written Resolution, except that:
 - (i) the provisions set out in paragraphs (g), (h) and (i) of Clause 15.2 (*Procedure for arranging Bondholders Meetings*); or
 - (ii) provisions which are otherwise in conflict with the requirements of this Clause 15.5 (*Written Resolution*),shall not apply to a Written Resolution.
- (e) The Summons for a Written Resolution shall include:
 - (i) instructions as to how to vote to each separate item in the Summons (including instructions as to how voting can be done electronically if relevant); and
 - (ii) the time limit within which the Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority (the "**Voting Period**"), which shall be at least 10 Business Days but not more than 15 Business Days from the date of the Summons.
- (f) Only Bondholders of Voting Bonds registered with the CSD on the Relevant Record Date, or the beneficial owner thereof having presented relevant evidence to the Bond Trustee pursuant to Clause 3.3 (*Bondholders' rights*), will be counted in the Written Resolution.
- (g) A Written Resolution is passed when the requisite majority set out in paragraph (e) or paragraph (f) of Clause 15.1 (*Authority of Bondholders' Meeting*) has been obtained, based on a quorum of the total number of Voting Bonds, even if the Voting Period has not yet expired. A Written Resolution will also be resolved if the sufficient numbers of negative votes are received prior to the expiry of the Voting Period.

- (h) The effective date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being obtained.
- (i) If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the close of business on the last day of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in paragraphs (e) to (g) of Clause 15.1(*Authority of Bondholders' Meeting*).

16. THE BOND TRUSTEE

16.1 Power to represent the Bondholders

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

16.2 The duties and authority of the Bond Trustee

- (a) The Bond Trustee shall represent the Bondholders in accordance with the Finance Documents, including, inter alia, by following up on the delivery of any Compliance Certificates and such other documents which the Issuer is obliged to disclose or deliver to the Bond Trustee pursuant to the Finance Documents and, when relevant, in relation to accelerating and enforcing the Bonds on behalf of the Bondholders.
- (b) The Bond Trustee is not obligated to assess or monitor the financial condition of the Issuer 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 16.4 (*Expenses, liability and indemnity*), the Bond Trustee may refrain from acting in accordance with such instructions, or refrain from taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.

- (i) The Bond Trustee shall give a notice to the Bondholders before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Bond Trustee under the Finance Documents.
- (j) The Bond Trustee may instruct the CSD to split the Bonds to a lower nominal amount in order to facilitate partial redemptions, restructuring of the Bonds or other situations.

16.3 Equality and conflicts of interest

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

16.4 Expenses, liability and indemnity

- (a) The Bond Trustee will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss. Irrespective of the foregoing, the Bond Trustee shall have no liability to the Bondholders for damage caused

by the Bond Trustee acting in accordance with instructions given by the Bondholders in accordance with these Bond Terms.

- (b) The Bond Trustee will not be liable to the Issuer for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss.
- (c) Any liability for the Bond Trustee for damage or loss is limited to the amount of the Outstanding Bonds. The Bond Trustee is not liable for the content of information provided to the Bondholders by or on behalf of the Issuer or any other person.
- (d) The Bond Trustee shall not be considered to have acted negligently in:
 - (i) acting in accordance with advice from or opinions of reputable external experts;
or
 - (ii) taking, delaying or omitting any action if acting with reasonable care and provided the Bond Trustee considers that such action is in the interests of the Bondholders.
- (e) The Issuer is liable for, and will indemnify the Bond Trustee fully in respect of, all losses, expenses and liabilities incurred by the Bond Trustee as a result of negligence by the Issuer (including its directors, management, officers, employees and agents) in connection with the performance of the Bond Trustee's obligations under the Finance Documents, including losses incurred by the Bond Trustee as a result of the Bond Trustee's actions based on misrepresentations made by the Issuer in connection with the issuance of the Bonds, the entering into or performance under the Finance Documents, and for as long as any amounts are outstanding under or pursuant to the Finance Documents.
- (f) The Issuer shall cover all costs and expenses incurred by the Bond Trustee in connection with it fulfilling its obligations under the Finance Documents. The Bond Trustee is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents. The Bond Trustee's obligations under the Finance Documents are conditioned upon the due payment of such fees and indemnifications. The fees of the Bond Trustee will be further set out in the Bond Trustee Fee Agreement.
- (g) The Issuer shall on demand by the Bond Trustee pay all costs incurred for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event or circumstance which the Bond Trustee reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer or any of the Finance Documents which the Bond Trustee reasonably believes may constitute or lead to a breach of any of the Finance Documents or otherwise be detrimental to the interests of the Bondholders under the Finance Documents.
- (h) Fees, costs and expenses payable to the Bond Trustee which are not reimbursed in any other way due to an Event of Default, the Issuer being Insolvent or similar circumstances pertaining to 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 14.3 (*Bondholders' instructions*) or Clause 15.2 (*Procedure for arranging a Bondholders' Meeting*)), the Bond Trustee may require satisfactory Security, guarantees and/or indemnities for any possible liability and anticipated costs and expenses from those Bondholders who have given that instruction and/or who voted in favour of the decision to instruct the Bond Trustee.

16.5 Replacement of the Bond Trustee

- (a) The Bond Trustee may be replaced by a majority of 2/3 of Voting Bonds in accordance with the procedures set out in Clause 15 (*Bondholders' Decisions*), and the Bondholders may resolve to replace the Bond Trustee without the Issuer's approval.
- (b) The Bond Trustee may resign by giving notice to the Issuer and the Bondholders, in which case a successor Bond Trustee shall be elected pursuant to this Clause 16.5 (*Replacement of the Bond Trustee*), initiated by the retiring Bond Trustee.
- (c) If the Bond Trustee is Insolvent, or otherwise is permanently unable to fulfil its obligations under these Bond Terms, the Bond Trustee shall be deemed to have resigned and a successor Bond Trustee shall be appointed in accordance with this Clause 16.5 (*Replacement of the Bond Trustee*). The Issuer may appoint a temporary Bond Trustee until a new Bond Trustee is elected in accordance with paragraph (a) above.
- (d) The change of Bond Trustee shall only take effect upon execution of all necessary actions to effectively substitute the retiring Bond Trustee, and the retiring Bond Trustee undertakes to co-operate in all reasonable manners without delay to such effect. The retiring Bond Trustee shall be discharged from any further obligation in respect of the Finance Documents from the change takes effect, but shall remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Bond Trustee. The retiring Bond Trustee remains entitled to any benefits and any unpaid fees or expenses under the Finance Documents before the change has taken place.
- (e) Upon change of Bond Trustee the Issuer shall co-operate in all reasonable manners without delay to replace the retiring Bond Trustee with the successor Bond Trustee and release the retiring Bond Trustee from any future obligations under the Finance Documents and any other documents.

16.6 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 16.4 (*Expenses, liability and indemnity*) shall apply *mutatis mutandis* to any expenses and liabilities of the Security Agent in connection with the Finance Documents.

17. AMENDMENTS AND WAIVERS

17.1 Procedure for amendments and waivers

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

17.2 Authority with respect to documentation

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

17.3 Notification of amendments or waivers

- (a) The Bond Trustee shall as soon as possible notify the Bondholders of any amendments or waivers made in accordance with this Clause 17 (*Amendments and waivers*), setting out the date from which the amendment or waiver will be effective, unless such notice according to the Bond Trustee's sole discretion is unnecessary. The Issuer shall ensure that any amendment to these Bond Terms is duly registered with the CSD.
- (b) Prior to agreeing to an amendment or granting a waiver in accordance with Clause 17.1(a)(i) (*Procedure for amendments and waivers*), the Bond Trustee may inform the Bondholders of such waiver or amendment at a relevant information platform.

18. MISCELLANEOUS

18.1 Limitation of claims

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

18.2 Access to information

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

18.3 Notices, contact information

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

- (a) The Issuer’s written notifications to the Bondholders will be sent to the Bondholders via the Bond Trustee or through the CSD with a copy to the Bond Trustee and the Exchange (if the Bonds are listed).
- (b) Notwithstanding paragraph (a) above and provided that such written notification does not require the Bondholders to take any action under the Finance Documents, the Issuer’s written notifications to the Bondholders may be published by the Bond Trustee on a relevant information platform only.
- (c) Unless otherwise specifically provided, all notices or other communications under or in connection with these Bond Terms between the Bond Trustee and the Issuer will be given or made in writing, by letter, e-mail or fax. Any such notice or communication will be deemed to be given or made as follows:
 - (i) if by letter, when delivered at the address of the relevant party;
 - (ii) if by e-mail, when received;
 - (iii) if by fax, when received; and
 - (iv) if by publication on a relevant information platform, when published.
- (d) The Issuer and the Bond Trustee shall each ensure that the other party is kept informed of changes in postal address, e-mail address, telephone and fax numbers and contact persons.
- (e) When determining deadlines set out in these Bond Terms, the following will apply (unless otherwise stated):
 - (i) if the deadline is set out in days, the first day of the relevant period will not be included and the last day of the relevant period will be included;
 - (ii) if the deadline is set out in weeks, months or years, the deadline will end on the day in the last week or the last month which, according to its name or number, corresponds to the first day the deadline is in force. If such day is not a part of an actual month, the deadline will be the last day of such month; and
 - (iii) if a deadline ends on a day which is not a Business Day, the deadline is postponed to the next Business Day.

18.4 Defeasance

- (a) Subject to paragraph (b) below and provided that:
 - (i) an amount sufficient for the payment of principal and interest on the Outstanding Bonds to the relevant Repayment Date (including, to the extent applicable, any premium payable upon exercise of a Call Option), and always subject to paragraph (c) below (the “**Defeasance Amount**”) is credited by the Issuer to an account in a financial institution acceptable to the Bond Trustee (the “**Defeasance Account**”);

- (ii) the Defeasance Account is irrevocably pledged and blocked in favour of the Bond Trustee on such terms as the Bond Trustee shall request (the “**Defeasance Pledge**”); and
- (iii) the Bond Trustee has received such legal opinions and statements reasonably required by it, including (but not necessarily limited to) with respect to the validity and enforceability of the Defeasance Pledge,

then;

- (A) the Issuer will be relieved from its obligations under Clause 12.2 (*Requirements as to Financial Reports*) paragraph (a), Clause 12.3 (*Put Option Event*), Clause 12.5 (*Information: Miscellaneous*) and Clause 13 (*General 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 18.4 may not be reversed.

19. GOVERNING LAW AND JURISDICTION

19.1 Governing law

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

19.2 Main jurisdiction

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

19.3 Alternative jurisdiction


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

- (a) to commence proceedings against the Issuer or any 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.

-----000-----

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

SIGNATURES:

<p>The Issuer:</p> <p>Beerenberg AS</p>  <p>.....</p> <p>By: HARALD HALDOESEN</p> <p>Position: CFO</p>	<p>As Bond Trustee and Security Agent:</p> <p>Nordic Trustee AS</p> <p>.....</p> <p>By:</p> <p>Position:</p>
---	--

19.2 Main jurisdiction

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

19.3 Alternative jurisdiction

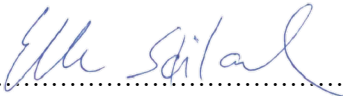
Clause 19 (*Governing law and jurisdiction*) is for the exclusive benefit of the Bond Trustee and the Bondholders and the Bond Trustee have the right:

- (a) to commence proceedings against the Issuer or any 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.

-----000-----

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

SIGNATURES:

<p>The Issuer:</p> <p>Beerenberg AS</p> <p>.....</p> <p>By:</p> <p>Position:</p>	<p>As Bond Trustee and Security Agent:</p> <p>Nordic Trustee AS</p> <p></p> <p>.....</p> <p>By: Ellen Søliland</p> <p>Position: Authorised signatory</p>
--	--

**ATTACHMENT 1
COMPLIANCE CERTIFICATE**

[date]

**Beerenberg AS FRN senior secured NOK 750,000,000 callable bonds 2020/2023 ISIN
NO0010904782**

We refer to the Bond Terms for the above captioned Bonds made between Nordic Trustee AS as Bond Trustee on behalf of the Bondholders and the undersigned as Issuer. Pursuant to Clause 12.2(a) 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.

[We hereby nominate [•] as a Material Group Company] / [We confirm there are no additional Material Group Companies to nominate at this time]

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

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

Yours faithfully,

NX

Name of authorised person

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

**ATTACHMENT 2
RELEASE NOTICE – ESCROW ACCOUNT¹**

[date]

Dear Sirs,

**Beerenberg AS FRN senior secured NOK 750,000,000 callable bonds 2020/2023 ISIN
NO0010904782**

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

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

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

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

Yours faithfully,

NX

Name of authorized person

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

¹ If escrow account is used

APPENDIX 2

GUARANTEE AGREEMENT

THE COMPANIES

listed in Schedule 1 as Obligors

and

NORDIC TRUSTEE AS

as

Security Agent

This guarantee agreement (the "**Guarantee**") is executed on 10 December 2020 between

1. **THE COMPANIES** listed in Schedule 1 (each an "**Obligor**" and jointly the "**Obligors**"); and
2. **NORDIC TRUSTEE AS** with its registered address at Kronprinsesse Märthas plass 1, 0160 Oslo, Norway, with company registration no. 963 342 624, acting as security agent on behalf of the Secured Parties (the "**Security Agent**").

BACKGROUND

- (A) Pursuant to a super senior multicurrency revolving facility agreement originally dated 26 June 2014, as amended and restated by an amendment and restatement agreement dated 16 March 2017 and as amended and restated by an amendment and restatement agreement dated or about the date hereof (the "**Super Senior Revolving Credit Facility**"), between amongst others the Company as borrower and Danske Bank A/S as Agent (as defined therein), the Lenders have made available to the Borrower the facility described therein for the purpose described therein (each as defined therein).
- (B) Pursuant to certain bond terms dated 12 November 2020 (as amended, restated or supplemented from time to time, the "**Bond Agreement**"), entered into between the Beerenberg AS as issuer and the Security Agent as bond trustee (on behalf of the Bondholders), Beerenberg AS has issued bonds with ISIN NO 001 0904782 to certain bondholders.
- (C) In connection with the issuance of the bonds under the Bond Agreement, the Obligors, the Security Agent and certain other parties entered into a new Intercreditor Agreement dated 10 December 2020 (the "**Intercreditor Agreement**") replacing an intercreditor agreement originally dated 16 March 2017.
- (D) As security for the obligations under the Debt Documents the Obligors have agreed to procure this guarantee (in Norwegian: "*selvskyldnergaranti*") to be given in favour of the Security Agent for the benefit of the Secured Parties.

1. DEFINITIONS AND INTERPRETATION

1.1 In the Guarantee:

"**Accession Letter**" means a document substantially in the form set out in Schedule 3 (*Form of Accession Letter*).

"**Debt Document**" has the meaning given to it in the Intercreditor Agreement.

"**Default Rate**" means the interest rate calculated in accordance with Clause 8.2 of the Bond Agreement.

"**Guarantee Period**" means the period from and including the date of the Guarantee and ending on the date where all Secured Creditor Liabilities have been unconditionally and irrevocably discharged in full.

"**Hedge Counterparty**" means any person providing such hedging arrangements

as referred to in the definition of "Hedging Agreement" in the Intercreditor Agreement.

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under applicable law;
- (c) similar principles, rights and defences under the laws of any relevant jurisdiction; and
- (d) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinions delivered to the Agent pursuant to any of the Debt Documents.

"Resignation Letter" means a letter substantially in the form set out in Schedule 4 (*Form of Resignation Letter*).

"Secured Creditors" has the meaning given to it in the Intercreditor Agreement.

"Secured Creditor Liabilities" has the meaning given to it in the Intercreditor Agreement.

"Security" means any encumbrance, mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Subsidiary" has the meaning given to it in the Intercreditor Agreement.

"Super Senior Amendment and Restatement Agreement" has the meaning given to it in the Intercreditor Agreement.

"Super Senior Finance Documents" has the meaning given to it in the Intercreditor Agreement.

1.2 Where the context of the Guarantee so allows words importing the singular include the plural and vice versa.

1.3 Unless otherwise indicated, capitalised words in the Guarantee have the same meaning as in the Intercreditor Agreement.

2. GUARANTEE

2.1 Each Obligor irrevocably and unconditionally, jointly and severally:

- (i) guarantees to the Security Agent as and for its own debt and not merely as surety the due and punctual performance of the Secured Creditor

Liabilities; and

- (ii) undertakes with the Security Agent that whenever another Obligor or any other member of the Group does not pay any amount when due under or in connection with the Secured Creditor Liabilities, it shall immediately pay that amount as if it was an independent and primary obligor (in Norwegian: "*selskyldnergarantist*").

2.2 Each Obligor unconditionally and irrevocably undertakes immediately on first written demand by the Security Agent from time to time to make payment in accordance with the guarantee obligations under Clause 2.1, without set off or any form of counterclaim, where such demand is accompanied by a statement from the Security Agent that a payment has fallen due under or in respect of the Debt Documents, and that an Obligor or a member of the Group has failed to make such payment when due and that notice of such non-payment has been issued. Each of such payments so demanded shall be made by each Obligor to such account as the Security Agent may from time to time notify in writing.

2.3 The liability of each Obligor under the Guarantee is limited to NOK 2,000,000,000 (or the equivalent thereof in other currencies) plus the amount of any interest, commission, default interest, fees, liability, costs and expenses accrued in respect of the Secured Creditor Liabilities.

2.4 There is no limit on the number of claims that may be made by the Security Agent under the Guarantee.

3. CONTINUING SECURITY

The Guarantee is a continuing guarantee and is valid for the duration of the Guarantee Period, regardless of any intermediate payment or discharge in whole or in part.

4. SURVIVAL OF THE OBLIGOR'S LIABILITY

4.1 No Obligor's liability to the Security Agent under the Guarantee shall be discharged, impaired or otherwise affected by reason of any of the following events or circumstances (regardless of whether any such events or circumstances occur with or without an Obligor's knowledge or consent):

- (i) any time, waiver, consent, forbearance or other indulgence given or agreed by the Security Agent with an Obligor or any other person in respect of any of its obligations under the Debt Documents, any increase of any commitment, prepayments in another manner than scheduled in the Debt Documents, and any other issues;
- (ii) any legal limitation, disability or incapacity of an Obligor or any other person related to the Debt Documents;
- (iii) the liquidation, bankruptcy or dissolution (or proceedings analogous thereto) or the appointment of a receiver for an Obligor or any other person, or the occurrence of any circumstances whatsoever affecting the liability of any party to discharge its obligations under the Guarantee or

the Debt Documents;

- (iv) any challenge, dispute or avoidance by any liquidator of an Obligor or any other person in respect of any claim by an Obligor or any other person by right of subrogation in any such liquidation;
- (v) any release, discharge, renewal, amendment, extension, compromise, exchange or realisation of any Transaction Security, obligation or term of the Debt Documents, or any further Transaction Security for the obligations of an Obligor or any other member of the Group under the Debt Documents;
- (vi) any failure on the part of the Security Agent (whether intentional or not) to take or perfect any Transaction Security agreed to be taken under or in relation to the Debt Documents; or
- (vii) any other act, matter or thing (save for discharge in full of all of the Obligors' obligations in respect of the Debt Documents) which might otherwise constitute a legal discharge of the obligations of the Obligors thereunder.

4.2 If and to the extent applicable, each Obligor specifically waives the provisions of Section 62 to and including Section 74 of the Norwegian Financial Agreements Act of 25 June 1999 no. 46.

5. DEFERRAL OF OBLIGOR'S RIGHTS

5.1 Until all the Secured Creditor Liabilities have been irrevocably paid in full and the Guarantee Period has expired, and unless the Security Agent otherwise directs, no Obligor shall exercise any rights which it may have by reason of performance by it of its obligations under the Guarantee or the Debt Documents:

- (i) to be indemnified by any other Obligor or other member of the Group;
- (ii) to claim any contribution from another Obligor or other member of the Group of any Obligor's or other member of the Group's obligations under or in respect of the Debt Documents;
- (iii) to take or claim the benefit (in whole or in part and whether by way of subrogation, contribution or otherwise) of:
 - (a) any rights of the Secured Creditors under the Debt Documents;
 - (b) any other guarantee or indemnity or Transaction Security taken pursuant to, or in connection with, the Debt Documents by the Security Agent; or
 - (c) any guarantee or indemnity or Security which would rank in priority or preference to a guarantee or indemnity or Security taken pursuant to, or in connection with, the Debt Documents;
- (iv) to bring legal or other proceedings for an order requiring any other Obligor or other member of the Group to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee,

undertaking or indemnity under the Guarantee;

- (v) to exercise any right of set-off against any other Obligor or other member of the Group; and/or
- (vi) to claim or prove as a creditor of any other Obligor or other member of the Group in competition with the Security Agent.

5.2 If an Obligor receives any benefit, payment or distribution in relation to such rights as referred to in Clauses 5.1 above, it shall hold that benefit, payment or distribution to the extent necessary to enable all the Secured Creditor Liabilities to be repaid in full separated from its other assets and on trust for the Security Agent and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct.

5.3 No Obligor has taken or will take from any other Obligor or any other member of the Group any Security whatsoever for the moneys hereby guaranteed.

6. REPRESENTATIONS AND WARRANTIES

On the date hereof and on the date on which it becomes a party to the Guarantee, each Obligor represents and warrants to the Security Agent that:

a. Status

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

b. Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Guarantee.

c. Valid, binding and enforceable obligations

Subject to the Legal Reservations, the Guarantee constitutes its legal, valid and binding obligations, enforceable in accordance with their respective terms, and no further registration, filing, payment of tax or fees or other formalities are necessary or desirable to render the said documents enforceable against it.

d. Non-conflict with other obligations

The entry into and performance by it of the Guarantee and the transactions

contemplated hereby 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.

e. Authorisations and consents

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

- (i) to enable it to enter into, exercise its rights and comply with its obligations under the Guarantee; and
- (ii) to carry on its business as presently conducted,

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

f. No withholdings

It is not required to make any deduction or withholding from any payment which it may become obliged to make to the Security Agent or the Secured Creditors under the Guarantee.

g. Pari passu ranking

Its payment obligations under the Guarantee rank at least *pari passu* to its other payment obligations, save for such claims which are preferred by bankruptcy, insolvency, liquidation or other similar laws of general application.

7. GUARANTEE LIMITATION

Notwithstanding any other provision of the Guarantee, the obligations and liabilities of any Obligor incorporated in Norway under the Guarantee shall not include any obligations or liabilities to the extent they would constitute unlawful financial assistance within the meaning of Sections 8-7 and/or 8-10 of the Norwegian Companies Acts of 13 June 1997 nos. 44 and 45 (the "**Norwegian Companies Acts**"), and the parties to the Guarantee agree that the obligations and liabilities of any Obligor under the Guarantee only apply to the extent permitted by those provisions of the applicable Norwegian Companies Acts.

8. ENFORCEMENT

8.1 The Security Agent is not obliged to take any of the following steps before making any demand under this guarantee (in Norwegian: "*selskyldnergaranti*") against an Obligor:

- (i) to obtain judgement against an Obligor or any other person in any court

or other tribunal;

- (ii) to make or file any claim in a bankruptcy or liquidation of an Obligor or any other person; or
- (iii) to take any action whatsoever against an Obligor or any other person under the Debt Documents, except giving notice of payment of the relevant part of the amounts outstanding hereunder,

and each Obligor waives all such formalities, counterclaims or rights to which it would otherwise be entitled or which the Secured Creditors would otherwise first be required to satisfy or fulfil before proceeding or making demand against an Obligor hereunder, except as required by mandatory law and provided that each Obligor shall be entitled to make any objections (in Norwegian: "*innsigelser*") to the extent another Obligor or any other member of the Group in its capacity as principal obligor under or in connection with relevant part of the Secured Creditor Liabilities are entitled to make such objections (in Norwegian: "*innsigelser*").

8.2 Subject always to the provisions of the Intercreditor Agreement, without affecting the obligations of the Obligor hereunder, the Security Agent may take such action as it in its own discretion may consider appropriate against any other person or parties and securities to recover moneys due and payable in respect of the Secured Creditor Liabilities.

8.3 Any release, discharge or settlement between the Obligor and the Security Agent or any of them in relation to the Guarantee shall be conditional upon no right, Security, disposition or payment to the Security Agent by an Obligor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency or for any reason. If any such right, Security, disposition or payment is void or at any time so set aside or ordered to be refunded, the Security Agent is entitled subsequently to enforce the Guarantee against each Obligor as if such release, discharge or settlement had not occurred and any such Security, disposition or payment had not been made.

9. APPLICATION OF PROCEEDS

Any proceeds received by the Security Agent in relation to this Guarantee shall be applied in accordance with the terms of the Intercreditor Agreement.

10. COSTS AND EXPENSES

Each Obligor shall pay to the Security Agent on demand on a full indemnity basis all reasonable costs and expenses incurred by the Security Agent by or otherwise in connection with the exercise by it of its rights (on behalf of itself or the Secured Creditors) under the Guarantee, together with interest at the applicable Default Rate on the amount demanded from the date of demand until the date of payment, both before and after judgment.

11. PAYMENTS

11.1 The Obligors shall pay all amounts payable by them under or pursuant to the

Guarantee to such accounts at such bank as the Security Agent may from time to time direct to each Obligor in the relevant currency in same day funds for immediate value.

- 11.2** Subject only to Clause 11.3, the Obligors shall make all payments pursuant to the Guarantee free and clear of and without deduction for or on account of any taxes or other deductions, withholdings, restrictions, conditions or counterclaims of any nature.
- 11.3** If at any time any law requires (or is interpreted to require) an Obligor to make any deduction or withholding from any payment, or to change the rate or manner in which any required deduction or withholding is made, such Obligor will promptly notify the Security Agent and, simultaneously with making that payment, will pay whatever additional amount (after taking into account any additional taxes on, or deductions or withholdings from, or restrictions or conditions on, that additional amount) is necessary to ensure that, after making the deduction or withholding, the Security Agent receives a net sum equal to the sum which it would have received had no deduction or withholding been made.

12. PARTIAL INVALIDITY

If, at any time, any provision of the Guarantee is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

13. ASSIGNMENT

Subject to the terms of the Intercreditor Agreement, the Security Agent may assign or transfer its rights hereunder to any other entity in the event that such entity assumes the function of the Security Agent under the Intercreditor Agreement.

14. ADDITIONAL OBLIGORS

- 14.1** The Company may by written notice to the Security Agent request that any of its Subsidiaries may accede to the Guarantee and become an Obligor (an "**Additional Obligor**").
- 14.2** A member of the Group shall become an Additional Obligor if:
- (i) the Company and the proposed Additional Obligor deliver to the Security Agent a duly completed and executed Accession Letter; and
 - (ii) the Security Agent has received all of the documents and other evidence listed in Schedule 2 (*Conditions precedent documents*) in relation to that Additional Obligor, each in form and substance satisfactory to the Security Agent.
- 14.3** The Security Agent shall notify the Company promptly upon being satisfied that it has received (each in form and substance satisfactory to it) all the documents and other evidence required as conditions precedent documents in relation to that

Additional Obligor.

15. RESIGNATION OF OBLIGORS

15.1 Except for Beerenberg Holding AS and Beerenberg Services AS, the Company may request that a Subsidiary which is no longer a Material Subsidiary (as defined in the Bond Agreement) ceases to be an Obligor (each a "**Resigning Obligor**") by delivering to the Security Agent a duly completed Resignation Letter.

15.2 The Security Agent shall accept such Resignation Letter and notify the Company and the Obligors of its acceptance if:

- (i) the Company has confirmed to the Security Agent that no event of default under the Debt Documents is continuing or would result from the acceptance of the Resignation Letter;
- (ii) the Resigning Obligor does not have any actual or contingent obligations towards any other member of the Group; and
- (iii) no payment is due from the Resigning Obligor under the Guarantee.

15.3 The resignation of any Resigning Obligor is effective from the date on which the Security Agent confirms that the conditions for release are fulfilled at which time that Resigning Obligor ceases to be an Obligor and has no further rights or obligations under the Guarantee.

16. NOTICES AND CORRESPONDENCE

16.1 Notices and other correspondence to the Security Agent or any Obligor hereunder shall be in writing and shall be sent by letter, facsimile or e-mail to the parties' respective addresses being:

Any Obligor:
 Beerenberg AS
 Kokstaddalen 33
 5257 Kokstad
 Attention: Harald Holdorsen
 E-mail: harhal@beerenberg.com

The Security Agent:
 Nordic Trustee AS
 Kronprinsesse Märthas plass 1
 0160 Oslo
 E-mail: mail@nordictrustee.com

or to such other addresses as may from time to time be notified by the relevant party. Notices and correspondence sent otherwise than by letter shall upon the

Security Agent's request be confirmed by letter mailed immediately thereafter.

17. GOVERNING LAW

17.1 The Guarantee is governed by and construed in accordance with Norwegian law.

17.2 Subject to Clause 17.3 below, the Norwegian courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Guarantee, the legal venue to be Oslo City Court (in Norwegian: "*Oslo tingrett*").

17.3 Clause 17.2 is for the benefit of the Security Agent only. Consequently, the Security Agent is not prevented from taking proceedings relating to a dispute in the Obligor's jurisdiction of incorporation or other competent venue in Norway.

For and behalf of
Beerenberg AS (Company and Obligor)


Signature

HARALD HALVORSEN
Name with capital letters

Authorised signatory
Title

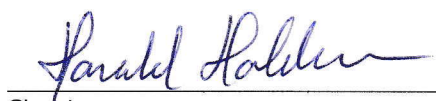
For and behalf of
Beerenberg Holding AS (Obligor)


Signature

HARALD HALVORSEN
Name with capital letters

Authorised signatory
Title

For and behalf of
Beerenberg Services AS (Obligor)

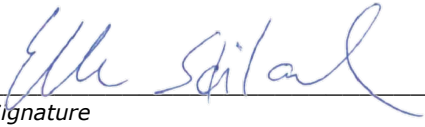

Signature

HARALD HALVORSEN
Name with capital letters

Authorised signatory
Title

For and behalf of

NORDIC TRUSTEE AS (Security Agent)



Signature

Ellen Søliland

Name with capital letters

Authorised signatory

Title

Schedule 1: The Obligors

Name of Obligor	Registration number (or equivalent, if any) and jurisdiction of incorporation
Beerenberg Holding AS	889 694 742, Norway
Beerenberg Services AS	926 146 459, Norway
Beerenberg AS	998 789 362, Norway

Schedule 2: Conditions precedent documents in respect of Additional Obligors

1. An Accession Letter executed by the Additional Obligor and the Company;
2. a copy of its articles of association (or similar documentation);
3. a copy of its certificate of registration (or similar documentation);
4. a copy of a resolution of its board of directors:
 - (i) approving the terms of, and the transactions contemplated by, the Accession Letter and the Guarantee and resolving that it executes, delivers and performs the Accession Letter and any other related documents;
 - (ii) authorising a specified person or persons to execute the Accession Letter and any other related documents to which it is a party on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices to be signed and/or despatched by it under or in connection with the Guarantee and any other related documents to which it is a party.
5. if not included in the resolutions referred to in paragraph 4 above, a copy of a power of attorney to its representatives for the execution and registration of the Accession Letter and any other related documents to which it is a party;
6. if required, a resolution of its shareholders for the execution of the Accession Letter and any other related documents to which it is or shall become a party;
7. that the representations and warranties included in Clause 6 of the Guarantee are true and accurate for the Additional Obligor;
8. the latest audited unconsolidated and, if available, consolidated annual financial statements of the Additional Obligor and the latest unaudited unconsolidated and, if available, consolidated quarterly financial statements of the Additional Obligor;
9. if required by the Security Agent, legal opinions in form and substance satisfactory to the Security Agent from lawyers acceptable to the Security Agent on matters concerning all relevant jurisdictions; and
10. any other document or instrument reasonably required by the Security Agent.

Schedule 3: Form of Accession Letter

To: Nordic Trustee ASas Security Agent

From: [Subsidiary] and Beerenberg AS

Date: []

GUARANTEE AGREEMENT DATED [] December 2020 (THE "GUARANTEE")

1. We refer to the Guarantee. This is an Accession Letter. Unless otherwise indicated, terms defined in the Guarantee have the same meaning in this letter.
2. [Subsidiary] agrees to become an Additional Obligor under the Agreement and to be bound by the terms of the Agreement as an Additional Obligor pursuant to Clause 13 (Additional Obligors) of the Guarantee.
3. [Subsidiary] is a company duly incorporated under the laws of [name of relevant jurisdiction].
4. [Insert guarantee limitation language, if appropriate pursuant to applicable law]
5. [Subsidiary's] administrative details are as follows:

Address:

E-mail:

Attention:
6. This Accession Letter is governed by Norwegian law.

BEERENBERG AS
as Company

By:
Name:
Title: [Authorised signatory]

[SUBSIDIARY]
as Additional Obligor

By:
Name:
Title: [Authorised signatory]

NORDIC TRUSTEE AS
as Security Agent

By:
Name:
Title: [Authorised signatory]

Schedule 4: Form of Resignation Letter

To: Nordic Trustee ASas Security Agent

From: [Subsidiary] and Beerenberg AS

Date: []

GUARANTEE AGREEMENT DATED [] December 2020 (THE "GUARANTEE")

1. We refer to the Guarantee. This is a Resignation Letter. Unless otherwise indicated, terms defined in the Guarantee have the same meaning in this letter.
2. Pursuant to Clause 15 (*Resignation of Obligors*) of the Guarantee, we request that [Subsidiary] (the "**Resigning Obligor**") is released from its obligations as a Obligor under the Guarantee.
3. We confirm that:
 - (i) no event of default under the Debt Documents is continuing or would result from the acceptance of the Resignation Letter;
 - (ii) the [Subsidiary] does not have any actual or contingent obligations towards any other member of the Group; and
 - (iii) no payment is due from the [Subsidiary] under the Guarantee.
4. This Resignation Letter is governed by Norwegian law.

BEERENBERG AS
as Company

[SUBSIDIARY]
as Additional Obligor

By:
Name:
Title: [Authorised signatory]

By:
Name:
Title: [Authorised signatory]

NORDIC TRUSTEE AS
as Security Agent

By:
Name:
Title: [Authorised signatory]

APPENDIX 3

Wiersholm

Intercreditor Agreement

Dated 10 December 2020

between

Nordic Trustee AS
as Bond trustee

Danske Bank A/S
as Super Senior Agent

The Financial Institutions
listed in Part I of Schedule 1 as Original Super Senior Lenders

each person that has acceded to this Agreement
as a Hedge Counterparty

Beerenberg AS
as Parent and issuer of Bonds

Beerenberg Holding AS
as Company

The Companies listed in Part II of Schedule 1
as Original Debtors

Nordic Trustee AS
as Security Agent

and others

Contents

1.	BACKGROUND.....	3
2.	DEFINITIONS AND INTERPRETATION	4
3.	RANKING AND PRIORITY	11
4.	SECURITY AND ENFORCEMENT.....	12
5.	INTRA-GROUP LENDERS, SHAREHOLDERS, INTRA-GROUP LIABILITIES AND SHAREHOLDER LOAN LIABILITIES	15
6.	TURNOVER	16
7.	ENFORCEMENT OF TRANSACTION SECURITY	16
8.	NON-DISTRESSED DISPOSALS.....	18
9.	DISTRESSED DISPOSALS	19
10.	APPLICATION OF PROCEEDS	21
11.	CONFIRMATION OF SECURITY	24
12.	BUY-OUT OPTION	24
13.	THE SECURITY AGENT.....	24
14.	CHANGE OF SECURITY AGENT AND DELEGATION	30
15.	CHANGES TO THE PARTIES	31
16.	BOND TRUSTEE PROTECTION	33
17.	COSTS AND EXPENSES	35
18.	INDEMNITIES	36
19.	INFORMATION	37
20.	NOTICES	39
21.	PRESERVATION	40
22.	CONSENTS, AMENDMENTS AND OVERRIDE	41
23.	COUNTERPARTS.....	43
24.	GOVERNING LAW AND JURISDICTION.....	43
	SCHEDULE 1 LIST OF PARTIES.....	44
	SCHEDULE 2 SECURITY DOCUMENTS	45
	SCHEDULE 3 FORM OF DEBTOR ACCESSION AGREEMENT	46
	SCHEDULE 4 FORM OF CREDITOR/AGENT ACCESSION UNDERTAKING	48
	SCHEDULE 5 FORM OF DEBTOR RESIGNATION REQUEST	49

THIS INTERCREDITOR AGREEMENT (the "**Agreement**") is dated 10 December 2020 and shall on and from the Amendment Effective Date (as defined below) replace the Original Intercreditor Agreement (as defined below), and is made between:

- (1) **NORDIC TRUSTEE AS** (a company incorporated in Norway with company registration no. 963 342 624), as bond trustee on behalf of the Bondholders (as defined below) and the bondholders under the Existing Bond Agreement (the "**Bond Trustee**");
- (2) **DANSKE BANK A/S** (a company incorporated in Denmark), as agent on behalf of the Super Senior Lenders (as defined below) (the "**Super Senior Agent**");
- (3) **THE FINANCIAL INSTITUTIONS** listed in Part I of Schedule 1 (*List of Parties*) as original lenders (the "**Original Super Senior Lenders**");
- (4) **EACH PERSON** that has acceded to this Agreement as a Hedge Counterparty (as defined below);
- (5) **BEERENBERG AS** (a company incorporated in Norway with company registration no. 998 789 362), as issuer of the Bonds and as Original Debtor (each as defined below) (the "**Parent**");
- (6) **BEERENBERG HOLDING AS** (a company incorporated in Norway with company registration no. 889 694 742) as Original Debtor (the "**Company**");
- (7) **THE COMPANIES** listed in Part II of Schedule 1 (*List of Parties*) as intra-group lenders (the "**Intra-Group Lenders**");
- (8) **NORDIC TRUSTEE AS** (a company incorporated in Norway with company registration no. 963 342 624), as security agent for the Secured Parties (as defined below) (the "**Security Agent**"); and
- (9) **THE COMPANIES** listed in Part III of Schedule 1 (*List of Parties*), as original debtors (the "**Original Debtors**").

IT IS AGREED as follows:

1. BACKGROUND

- (A) Pursuant to the terms and conditions of a bond agreement dated 22 February 2017 (the "**Existing Bond Agreement**"), the Parent issued bonds in the aggregate amount of NOK 850,000,000, with ISIN NO 001 0786296 and known as the "FRN Beerenberg Holdco II AS Senior Secured Callable Bond Issue 2017/2021".
- (B) Pursuant to a call notice dated 2 November 2020, the Parent has notified that it will exercise the Call Option (as defined in the Existing Bond Agreement) in accordance with paragraph (c) of Clause 10.2.1 (*Call Option*) of the Existing Bond Agreement and redeem the Bond Issue with settlement to occur on 14 December 2020.
- (C) The redemption of the bonds under the Existing Bond Agreement will be financed by the Parent by way of issuance of new bonds in the aggregate amount of NOK 750,000,000 pursuant to the terms and conditions of the bond terms dated 12 November 2020 between the Parent as issuer and the Bond Trustee as bond trustee, with ISIN NO 001 0904782 and known as the "Beerenberg AS FRN Senior Secured Callable Bond Issue 2020/2023".
- (D) On 16 March 2017, the Parties entered into an intercreditor agreement (the "**Original Intercreditor Agreement**") for the purpose of regulating the ranking between the original Super Senior Finance Documents (as defined below) and the Bond Finance Documents (as defined in the Existing Bond Agreement) and to appoint the Security Trustee to act as security agent under and in respect of the Original Intercreditor Agreement and certain security documents.
- (E) In connection with the redemption of the bonds under the Existing Bond Agreement, the Parties hereto wish to replace the Original Intercreditor Agreement by this Agreement .

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement:

"Acceleration Event" means a Bond Acceleration Event, a Guarantee Facility Acceleration Event, a Hedging Acceleration Event or a Super Senior Facility Acceleration Event.

"Additional Super Senior Lender" means a company which becomes a Lender under the Amended and Restated Super Senior Revolving Credit Facility Agreement.

"Agent" means each of the Bond Trustee, the Super Senior Agent and any other party acceding to this Agreement as agent in respect of a Secured Creditor.

"Agent Liabilities" means all present and future liabilities and obligations, actual and contingent, of any Debtor to any Agent under the Debt Documents.

"Amended and Restated Super Senior Revolving Credit Facility Agreement" means the Original Super Senior Revolving Credit Facility Agreement as amended and restated by the Super Senior Amendment and Restatement Agreement (and as further amended, amended or restated or supplemented from time to time).

"Amendment Effective Date" has the meaning given to it in the Amended and Restated Super Senior Revolving Credit Facility Agreement.

"Bond Acceleration Event" means the Bond Trustee exercising any of its rights of acceleration (howsoever described) or any acceleration provisions being automatically invoked, in each case under the Bond Terms.

"Bond Creditors" means the Bondholders and the Bond Trustee.

"Bond Discharge Date" means the date on which all Bond Liabilities have been fully and finally discharged to the satisfaction of the Bond Trustee, whether or not as the result of an enforcement, and the Bond Creditors are under no further obligations to provide financial accommodation to any of the Debtors under the Bond Finance Documents.

"Bond Finance Documents" has the meaning given to the term "Finance Documents" in the Bond Terms.

"Bond Liabilities" means the Liabilities owed to the Bond Creditors by the Parent and the other Debtors under the Bonds and the Bond Finance Documents.

"Bondholders" means the holders of the Bonds from time to time.

"Bonds" means the bonds issued by the Parent under the Bond Terms on 12 November 2020, with ISIN NO 0010904782 and known as the "Beerenberg AS Senior Secured Callable Bond Issue 2020/2023".

"Bond Terms" means the bond terms governing the Bonds dated 12 November 2020 and made between the Parent and the Bond Trustee (and as further amended, amended and restated or supplemented from time to time).

"Borrowing Liabilities" means in relation to a member of the Group, the liabilities and obligations (not being Guarantee Liabilities) it may have as a principal debtor to a Creditor or a Debtor in respect of Liabilities arising under the Debt Documents (whether incurred solely or jointly and including, without limitation, liabilities and obligations as a borrower under the Super Senior Finance Documents and liabilities and obligations as a borrower or issuer under the Bond Finance Documents).

"Business Day" means any day on which banks are open for general business in Oslo, Norway and can settle foreign currency transactions.

"Common Assurance" means any guarantee, indemnity or other assurance against loss in respect of any of the Liabilities, the benefit of which (however conferred) is, to the extent legally possible, given to all the Secured Parties in respect of their respective Liabilities.

"Common Currency" means NOK.

"Common Currency Amount" means, in relation to an amount, that amount converted (to the extent not already denominated in the Common Currency) into the Common Currency at the Spot Rate of Exchange on the Business Day prior to the relevant calculation.

"Consent" means any consent, approval, release or waiver or agreement to any amendment.

"Creditors" means each Secured Creditor, each Intra-Group Lender, and each provider of a Shareholder Loan (including the Parent and the Sponsor (or an affiliate thereof), if applicable).

"Debt Document" means each of this Agreement, each Hedging Agreement, the Bond Finance Documents, the Super Senior Finance Documents, the Guarantee Facility Agreement, any agreement evidencing the terms of any Intra-Group Liabilities, any agreement evidencing the terms of any Shareholder Loan and any other document designated as such by the Security Agent, the Bond Trustee, the Super Senior Agent, the Guarantee Facility Provider or a Hedge Counterparty (in each case, after notifying the other Secured Parties thereof), and the Parent or the Company (as the case may be).

"Debtor" means:

- (a) as at the date of this Agreement, the Original Debtors; and
- (b) any Subsidiary of the Parent which becomes a Party as a Debtor in accordance with the terms of Clause 15.9 (*New Debtor*).

"Debtor Resignation Request" means a notice substantially in the form set out in Schedule 5 (*Form of Debtor Resignation Request*).

"Default" means an Event of Default or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Debt Documents or any combination of any of the foregoing) be an Event of Default.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"Distress Event" means the enforcement of any Transaction Security.

"Distressed Disposal" means a disposal of an asset of a member of the Group which is subject to the Transaction Security and which is:

- (a) being effected at the request on an Instructing Group in circumstances where the Transaction Security has become enforceable in accordance with the terms of the relevant Security Documents;
- (b) being effected by enforcement of the Transaction Security in accordance with the terms of the relevant Security Documents; or
- (c) being affected, after the occurrence of a Distress Event, by a Debtor to a person or persons which is not a member of the Group.

"Enforcement Action" means:

- (a) in relation to any Liabilities:
 - (i) the acceleration of any Liabilities or the making of any declaration that any Liabilities are prematurely due and payable;
 - (ii) the making of any declaration that any Liabilities are payable or redeemable on demand;

- (iii) the making of a demand in relation to a Liability that is payable or redeemable on demand (other than a demand made by an Intra-Group Lender in relation to any Intra-Group Liabilities which are on-demand Liabilities to the extent (A) that the demand is made in the ordinary course of dealings between the relevant Debtor and Intra-Group Lender and (B) that any resulting payment would be permitted under the Bond Finance Documents or the Super Senior Finance Documents);
- (iv) the making of any demand against any Debtor in relation to any Guarantee Liabilities of that Debtor;
- (v) the exercise of any right to require any Debtor to acquire any Liability (including exercising any put or call option against any Debtor for the redemption or purchase of any Liability).
- (vi) the exercise of any right of set off, account combination or payment netting against any Debtor in respect of any Liabilities, other than the exercise of any such right:
 - (A) as close out netting by a Hedge Counterparty;
 - (B) as payment netting by a Hedge Counterparty;
 - (C) as inter-hedging agreement netting by a Hedge Counterparty;
 - (D) any set-off, netting and/or balancing of accounts within the group account system (*konsernkontosystem*) of the Group; or
 - (E) which is otherwise expressly permitted under the Bond Terms or the Amended and Restated Super Senior Revolving Credit Facility Agreement to the extent that the exercise of that right gives effect to a Permitted Payment; and
- (vii) the suing for, commencing or joining of any legal or arbitration proceedings against any Debtor to recover any Liabilities;
- (b) the premature termination or close-out of any hedging transaction under any Hedging Agreement;
- (c) the making of any Enforcement Notice;
- (d) the entering into of any composition, compromise, assignment or arrangement with any Debtor which owes any Liabilities, or has given any Security, guarantee or indemnity or other assurance against loss in respect of the Liabilities (other than any action permitted under Clause 15 (*Changes to the Parties*) or any debt buy-backs pursuant to open market repurchases, tender offers or exchange offers not undertaken as part of an announced restructuring or turnaround plan or while a Default was outstanding under the relevant Debt Documents); or
- (e) the petitioning, applying or voting for, or the taking of any steps (including the appointment of any liquidator, receiver, administrator or similar officer) in relation to, the winding up, dissolution, administration or reorganisation of any Debtor which owes any Liabilities, or has given any Security, guarantee, indemnity or other assurance against loss in respect of any of the Liabilities, or any of such Debtor's assets or any suspension of payments or moratorium of any indebtedness of any such Debtor, or any analogous procedure or step in any jurisdiction,
- (f) except that the following shall not constitute Enforcement Action:
 - (i) the taking of any action falling within paragraphs (a)(ii), (iii), (iv) and (vii) or (e) above which is necessary (but only to the extent necessary) to preserve the validity, existence or priority of claims in respect of Liabilities, including the registration of such claims before any court or governmental authority and the bringing, supporting or joining of proceedings to prevent any loss of the right to bring, support or join proceedings by reason of applicable limitation periods;

- (ii) a Creditor bringing legal proceedings against any person solely for the purpose of:
 - (A) obtaining injunctive relief to restrain any actual or putative breach of any Debt Document to which it is party;
 - (B) obtaining specific performance (other than specific performance of an obligation to make a payment) with no claim for damages; or
 - (C) requesting judicial interpretation of any provision of any Debt Document to which it is party with no claim for damages; or
- (iii) to the extent entitled by law, the taking of action against any creditor (or any agent, trustee or receiver acting on behalf of such creditor) to challenge the basis on which any sale or disposal is to take place pursuant to powers granted to such persons under any security documentation.

"Escrow Account" has the meaning given to that term in the Bond Terms.

"Escrow Account Pledge" has the meaning given to that term in the Bond Terms.

"Event of Default" means any event of default as defined in each of the Bond Finance Documents, each Hedging Agreement, the Guarantee Facility Agreement and/or the Amended and Restated Super Senior Revolving Credit Facility Agreement.

"Exercising Creditor" means a Secured Creditor which exercises the option to buy-out a Standstill Creditor in accordance with Clause 11 (*Buy-out option*).

"Final Discharge Date" means the later to occur of the Bond Discharge Date, the Super Senior Discharge Date, the Hedging Discharge Date and the Guarantee Facility Discharge Date.

"Guarantee Agreement" means the guarantee agreement dated 10 December 2020, between the companies listed in Schedule 1 thereto and Nordic Trustee AS.

"Guarantee Facility Acceleration Event" means the Guarantee Facility Provider exercising any of its rights of acceleration (howsoever described) or any acceleration provisions being automatically invoked, under the Guarantee Facility Agreement.

"Guarantee Facility Agreement" means the agreement governing the Guarantee Facility.

"Guarantee Facility" means a guarantee facility in the maximum amount of NOK 150 million, granted by the Guarantee Facility Provider in favour of the Company and any facility agreement entered into in respect of a Replacement Facility in respect of the Guarantee Facility.

"Guarantee Facility Discharge Date" means the date on which all the Guarantee Facility Liabilities have been fully and finally discharged to the satisfaction of the Guarantee Facility Provider, whether or not as a result of an enforcement, and the Guarantee Facility Provider is under no further obligation to provide financial accommodation to any of the Debtors under the Guarantee Facility Agreement.

"Guarantee Facility Liabilities" means the payment obligations owed by any Obligor to the Guarantee Facility Provider under the Guarantee Facility Agreement.

"Guarantee Facility Provider" means a provider of the Guarantee Facility.

"Guarantors" means the parties defined as such in the Guarantee Agreement as well as any other additional Guarantor as defined in the Bond Terms.

"Guarantee Liabilities" means, in relation to a Debtor, the liabilities under the Debt Documents (present or future, actual or contingent and whether incurred solely or jointly) it may have to any Creditor or any Debtor as or as a result of it being a guarantor or surety (including, without limitation, liabilities arising by way of guarantee, indemnity, contribution or

subrogation and in particular any guarantee or indemnity arising under or in respect of the Bond Finance Documents, the Super Senior Finance Documents or any Hedging Agreement).

"Hedge Counterparty" means any person providing such hedging arrangements as referred to in the definition of "Hedging Agreement".

"Hedging Acceleration Event" means any Hedge Counterparty exercising any of its rights of acceleration (howsoever described) or any acceleration provisions being automatically invoked, in each case under any Hedging Agreement.

"Hedging Agreements" mean foreign exchange transactions for spot or forward delivery protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of business or in respect of payments to be made under the Bond Terms and/or the Amended and Restated Super Senior Revolving Credit Facility Agreement, and interest rate derivatives agreements for interest rate hedging purposes with respect to the Secured Creditor Liabilities, in each case not for investment or speculative purposes.

"Hedging Discharge Date" means the date on which all the Hedging Liabilities have been fully and finally discharged to the satisfaction of the Hedge Counterparties, whether or not as a result of an enforcement, and the Hedge Counterparties are under no further obligation to provide financial accommodation to any of the Debtors under the Hedging Agreements.

"Hedging Liabilities" means the payment obligations owed by any Obligor to the Hedge Counterparties under the Hedging Agreements.

"Holding Company" means, in relation to a person, any other person in respect of which is a Subsidiary.

"Intercreditor Amendment" means any amendment or waiver which is subject to Clause 22 (*Consents, Amendments and Override*).

"Insolvency Event" means, in relation to any Debtor:

- (a) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of that Debtor, a moratorium is declared in relation to any indebtedness of that Debtor, or an administrator is appointed to that Debtor;
- (b) any composition, compromise, assignment or arrangement is made with any of its creditors;
- (c) the appointment of any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of that Debtor or any of its assets; or
- (d) any analogous procedure or step is taken in any jurisdiction.

"Instructing Group" has the meaning given to it in Clause 7.4 (*Meeting of Secured Creditors*).

"Intra-Group Lender" means at any time, any Debtor which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with a Debtor or any other member of the Group.

"Intra-Group Liabilities" means the Liabilities owed by any Debtor to any of the Intra-Group Lenders.

"Letter of Credit" means any letter of credit, guarantee, indemnity or other instrument issued under the Amended and Restated Super Senior Revolving Credit Facility Agreement and/or the Guarantee Facility.

"Liabilities" means all present and future liabilities and obligations at any time of any Debtor to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity.

"Obligors" means the Parent, the Company and the companies listed in Schedule 1 and any other person which becomes an "Obligor" under the Bond Terms or the Amended and Restated Super Senior Revolving Credit Facility Agreement.

"Original Super Senior Revolving Credit Facility Agreement" means the agreement in respect of the Super Senior Revolving Credit Facility dated 26 June 2014, as amended and restated on 16 March 2017, entered into, between, amongst others, the Company, the Original Borrowers (as defined therein), the Original Guarantors (as defined therein), the Super Senior Lender, the Super Senior Issuing Bank and the Super Senior Agent.

"Other Liabilities" means, in relation to a member of the Group, and trading and other liabilities and obligations (not being Borrowing Liabilities or Guarantee Liabilities) it may have to an Intra-Group Lender or Debtor.

"Party" means a party to this Agreement from time to time.

"Payment" means a payment, prepayment, repayment, redemption, defeasance or discharge of liabilities.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Property.

"Recoveries" has the meaning given to that term in Clause 10.1 (*Order of application*).

"Replacement Facility" means a super senior revolving credit facility and/or guarantee facility of up to NOK 300 million, with a limit on cash drawings of NOK 150 million, which is established to refinance and/or replace the facility established under the Amended and Restated Super Senior Revolving Credit Facility Agreement and/or the Guarantee Facility, provided that aggregate commitments under the Super Senior Liabilities and the Guarantee Facilities shall not exceed NOK 300 million.

"Secured Creditor Liabilities" means the Bond Liabilities, the Super Senior Liabilities, the Hedging Liabilities, the Guarantee Facility Liabilities and the Security Agent Liabilities.

"Secured Creditors" means the Bond Creditors, the Super Senior Facility Finance Parties, the Security Agent, the Guarantee Facility Provider and each Hedge Counterparty.

"Secured Debt" means all the Liabilities and all other present and future obligations at any time due, owing or incurred by any Debtor to any Secured Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any capacity.

"Secured Parties" means each Secured Creditor from time to time but, with the exception of the Bondholders, only if it is a Party to this Agreement or has acceded to this Agreement, in the appropriate capacity, pursuant to Clause 15.8 (*Creditor/Agent Accession Undertaking*).

"Security" means a mortgage, charge, pledge, lien, guarantee or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Agent Liabilities" means the Liabilities owed to the Security Agent by any Debtor under the Debt Documents.

"Security Documents" means the documents included in Schedule 2 (*Security Documents*).

"Security Property" means the Transaction Security expressed to be granted by way of Security under the Security Documents and any other amounts or property, whether rights, entitlements or otherwise, actual or contingent, arising therefrom.

"Shareholder Loan" means any borrowings by the Parent or any of its Subsidiaries from any of the direct or indirect shareholders of the Parent.

"Shareholder Loan Liabilities" means the liabilities owed by (i) the Parent or (ii) a Subsidiary of the Parent, to any of the direct or indirect shareholders of the Parent under any Shareholder Loan.

"Spot Rate of Exchange" means, in respect of the conversion of one currency (the **"First Currency"**) into another currency (the **"Second Currency"**) the rate of exchange obtained by the Security Agent for the purchase of the Second Currency with the First Currency from in the Norwegian foreign exchange market at or about 11:00 am (Oslo time) on a particular day, which shall be notified by the Security Agent in accordance with paragraph (d) of Clause 13.6 (*Security Agent's obligations*).

"Standstill Creditor" means a Secured Creditor having demanded to accelerate and enforce its secured debt, but who is not part of the class of Secured Creditors with the right to give the Security Agent decisive instructions at such stage, or for any reason such enforcement is not initiated.

"Standstill Liability" means the Secured Creditor Liabilities in respect of a Standstill Creditor.

"Standstill Periods" means:

- (a) the period starting from the date of the Initial Enforcement Notice and ending on date falling three (3) months after the date of the Initial Enforcement Notice, provided that enforcement of the Transaction Security has not commenced within such period (for whatever reason); and
- (b) the period starting from the date of the Initial Enforcement Notice and ending on the date occurring six (6) months after the date of the Initial Enforcement Notice, provided that all of the Super Senior Liabilities have not been fully discharged within such period (for whatever reason).

"Subsidiary" has the meaning given that term in each of the Bond Terms and the Amended and Restated Super Senior Revolving Credit Facility Agreement.

"Super Senior Amendment and Restatement Agreement" means the amendment and restatement agreement dated 10 December 2020, in respect of the Original Super Senior Revolving Credit Facility Agreement, entered into, between, amongst others, the Company, the Original Borrowers (as defined therein), the Original Guarantors (as defined therein), the Super Senior Lender, the Super Senior Issuing Bank and the Super Senior Agent, and any facility agreement entered into in respect of a Replacement Facility with respect to the Super Senior Revolving Credit Facility.

"Super Senior Creditors" mean the finance parties under the Super Senior Finance Documents.

"Super Senior Discharge Date" means the first date on which all the Super Senior Liabilities have been fully and finally discharged to the satisfaction of the Super Senior Agent, whether or not as a result of an enforcement, and the Super Senior Finance Parties are under no further obligation to provide financial accommodation to any of the Debtors under the Super Senior Finance Documents.

"Super Senior Facility Cash Cover" means a cash cover as provided for in the Amended and Restated Super Senior Credit Facility Agreement, serving as repayment for an actual or contingent recourse claim (**"Recourse Claim"**) arising from a Letter of Credit issued under the Amended and Restated Super Senior Revolving Credit Facility Agreement.

"Super Senior Facility Acceleration Event" means the Super Senior Agent exercising any of its rights of acceleration (howsoever described) or any acceleration provision being automatically invoked, in each case under the Amended and Restated Super Senior Revolving Credit Facility Agreement.

"Super Senior Facility Finance Parties" means the Super Senior Agent and the Super Senior Lender.

"Super Senior Finance Documents" mean the Amended and Restated Super Senior Revolving Credit Facility Agreement and the Hedging Agreements entered into with any Hedge Counterparty that is a party to the Intercreditor Agreement.

"Super Senior Lender" means an Original Super Senior Lender or an Additional Super Senior Lender, and any lender under any Replacement Facility in respect of the Super Senior Revolving Credit Facility.

"Super Senior Liabilities" means the payment obligations towards the Super Senior Creditors under the Super Senior Finance Documents, excluding any Recourse Claims covered by Super Senior Facility Cash Cover.

"Super Senior Revolving Credit Facility" means the currently MNOK 150 super senior revolving credit and guarantee facility made available under the Amended and Restated Super Senior Revolving Credit Facility Agreement with a limit on cash drawings of NOK 150 million, and any Replacement Facility.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

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

"VAT" means any value added tax or other tax of similar nature.

2.2 Construction

- (a) Section, Clause and Schedule headings are for ease of reference only.
- (b) A Default and an Event of Default is "**continuing**" if it has not been remedied or waived.
- (c) References to the Bond Trustee acting on behalf of the Bondholders mean such Bond Trustee acting on behalf of the Bondholders which it represents or, if applicable, with the consent of the requisite number of Bondholders required under and in accordance with the Bond Terms. The Bond Trustee shall be entitled to seek instructions from the Bondholders which it represents to the extent required by the Bond Terms as to any action to be taken by it under this Agreement.
- (d) Each reference in this Agreement to a consent to be obtained from, instruction given, notice sent or appointment made by the Bondholders, shall be deemed to be a reference to a consent to be obtained from, instruction given, notice sent or appointment made by the Bond Trustee, acting on the instructions of the required majority of the Bondholders, as provided for in the Bond Terms.
- (e) References to the Security Agent acting on behalf of the other Parties or as the Security Agent sees fit or determining something in its discretion (or any similar references or wording) means the Security Agent acting reasonably and in accordance with the principles, provisions and scope of this Agreement.

3. RANKING AND PRIORITY

3.1 Secured Creditor Liabilities

Each Party agrees that the Secured Creditor Liabilities shall rank *pari passu* and without any preference between them, other than repayment with proceeds from enforcement of Transaction Security, including any voluntary Distressed Disposal of the assets subject to Transaction Security.

3.2 Transaction Security

- (a) Each Party agrees that the Transaction Security shall rank and secure the Secured Creditor Liabilities (but only to the extent that such Transaction Security is expressed to secure those Liabilities), subject to Clause 10.1 (*Order of application*) in the following order:
 - (i) **first**, the Super Senior Liabilities shall rank in right and priority of payment *pari passu* and without any preference between them;
 - (ii) **second**, the Guarantee Facility Liabilities; and
 - (iii) **third**, the Bond Liabilities (including any Agent Liabilities of the Bond Trustee).
- (b) The aggregate amount of commitments under the Super Senior Finance Documents (other than Hedging Agreements) and the Guarantee Facility Agreement shall not exceed NOK 300,000,000, and with a limit on cash drawings of NOK 150,000,000.

3.3 Shareholders' Liabilities and Intra-Group Liabilities

- (a) Each Party agrees that the Shareholder Loan Liabilities and Intra-Group Liabilities are to be subordinated to the Secured Debt as provided for in this Agreement.
- (b) The Debtors shall ensure that (i) the Shareholder Loan Liabilities shall have a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the later of the Termination Date (as defined in the Amended and Restated Super Senior Revolving Credit Facility Agreement) and the Maturity Date (as defined in the Bond Terms), (ii) according to its terms to yield only payment-in-kind interest and (iii) any repayment of or payment of interest is subject to the Secured Debt having been discharged in full, with the exemption for Permitted Distributions (as defined in the Bond Terms in its original form).

4. SECURITY AND ENFORCEMENT

4.1 Security: Super Senior Lenders

The Super Senior Agent and the other Super Senior Lenders may take, accept or receive from any Debtor the benefit of any Security, indemnity or other assurance against loss from a member of the Group in respect of the Super Senior Liabilities in addition to:

- (a) the Super Senior Facility Cash Cover;
- (b) the Transaction Security; and
- (c) any indemnity contained in:
 - (i) the original form of the Amended and Restated Super Senior Revolving Credit Facility Agreement or any facility agreement entered into in respect of a Replacement Facility, provided that such indemnity provisions contained in a Replacement Facility are customary; or
 - (ii) this Agreement; or
 - (iii) any Common Assurance,

if at the same time it is also offered to the other Secured Parties in respect of their Liabilities and ranks in the same order of priority as that contemplated in Clause 3 (Ranking and Priority) provided that all amounts received or recovered by the Super Senior Agent or a Super Senior Lender with respect to such guarantee, indemnity or other assurance against loss are paid to the Security Agent to the extent required by Clause 6 (*Turnover*) and held and applied in accordance with Clause 10.1 (*Order of Application*).

4.2 Enforcement: Super Senior Lenders

- (a) Subject to paragraph (b) below, the Super Senior Lenders may take any Enforcement Action in respect of the Super Senior Liabilities at any time in accordance with the Super Senior Finance Documents.
- (b) The Super Senior Lenders may not take any Enforcement Action in respect of any Transaction Security other than making an Enforcement Notice.
- (c) For the avoidance of doubt, paragraph (b) above shall not prevent or restrict the Super Senior Lenders from taking any Enforcement Action in respect of the Super Senior Facility Cash Cover.

4.3 Security: Bond Creditors

The Bond Trustee (on behalf of the other Bond Creditors) may take, accept or receive from any Debtor the benefit of any Security, indemnity or other assurance against loss from a member of the Group in respect of the Bond Liabilities in addition to:

- (a) the Escrow Account Pledge;
- (b) the Transaction Security; and
- (c) any indemnity contained in:
 - (i) the original form of the Bond Terms;
 - (ii) this Agreement; or
 - (iii) any Common Assurance,

if at the same time it is also offered to the other Secured Parties in respect of their Liabilities and ranks in the same order of priority as that contemplated in Clause 3 (*Ranking and Priority*) provided that all amounts received or recovered by any Bond Creditor with respect to such guarantee, indemnity or other assurance against loss are paid to the Security Agent to the extent required by Clause 6 (*Turnover*) and held and applied in accordance with Clause 10.1 (*Order of application*).

4.4 Enforcement: Bond Creditors

- (a) Subject to paragraph (b) below, the Bond Creditors may take any Enforcement Action in respect of the Bond Liabilities at any time in accordance with the Bond Finance Documents.
- (b) The Bond Creditors may not take any Enforcement Action in respect of any Transaction Security other than making an Enforcement Notice.
- (c) For the avoidance of doubt, paragraph (b) above shall not prevent or restrict the Bond Creditors from taking any Enforcement Action in respect of the Escrow Account Pledge.

4.5 Security: Hedge Counterparties

The Hedge Counterparties may take, accept or receive from any Debtor the benefit of any Security, guarantee, indemnity or other assurance against loss from a member of the Group in respect of the Hedging Liabilities in addition to:

- (a) the Transaction Security; or
- (b) any indemnity or other assurance against loss contained in:
 - (i) this Agreement;
 - (ii) any Common Assurance; or

- (iii) the relevant Hedging Agreement no greater in extent than any of those referred to in paragraphs (i) and (ii) above.

if at the same time it is also offered to the other Secured Parties in respect of their Liabilities and ranks in the same order of priority as that contemplated in Clause 3 (*Ranking and Priority*) provided that all amounts received or recovered by any Hedge Counterparty with respect to such guarantee, indemnity or other assurance against loss are paid to the Security Agent to the extent required by Clause 6 (*Turnover*) and held and applied in accordance with Clause 10.1 (*Order of application*).

4.6 Enforcement: Hedge Counterparties

- (a) Subject to paragraph (b) below, the Hedge Counterparties may take any Enforcement Action in respect of the Hedging Liabilities at any time in accordance with the relevant Hedging Agreement.
- (b) The Hedge Counterparties may not take any Enforcement Action in respect of any Transaction Security other than, with the prior written consent of the Super Senior Lenders and the Bond Trustee, making an Enforcement Notice.

4.7 Security: Guarantee Facility

The Guarantee Facility Provider may take, accept or receive from any Debtor the benefit of any Security, guarantee, indemnity or other assurance against loss from a member of the Group in respect of the Guarantee Facility Liabilities in addition to:

- (a) the Transaction Security; or
- (b) any indemnity or other assurance against loss contained in:
 - (i) the original Guarantee Facility Agreement or any facility agreement entered into in respect of a Replacement Facility, provided that such indemnity provisions contained in a Replacement Facility are customary;
 - (ii) any Common Assurance; or
 - (iii) the Guarantee Facility Agreement no greater in extent than any of those referred to in paragraphs (i) and (ii) above.

if at the same time it is also offered to the other Secured Parties in respect of their Liabilities and ranks in the same order of priority as that contemplated in Clause 3 (*Ranking and Priority*) provided that all amounts received or recovered by the Guarantee Facility Provider with respect to such guarantee, indemnity or other assurance against loss are paid to the Security Agent to the extent required by Clause 6 (*Turnover*) and held and applied in accordance with Clause 10.1 (*Order of application*).

4.8 Enforcement: Guarantee Facility Provider

- (a) Subject to paragraph (b) below, the Guarantee Facility Provider may take any Enforcement Action in respect of the Guarantee Facility Liabilities at any time in accordance with the Guarantee Facility Agreement.
- (b) The Guarantee Facility Provider may not take any Enforcement Action in respect of any Transaction Security other than, with the prior written consent of the Super Senior Lenders and the Bond Trustee, making an Enforcement Notice.

5. INTRA-GROUP LENDERS, SHAREHOLDERS, INTRA-GROUP LIABILITIES AND SHAREHOLDER LOAN LIABILITIES

5.1 Restriction on Payment: Intra Group Liabilities and Shareholder Loan Liabilities

- (a) Prior to the Final Discharge Date and subject to Clause 5.6 (*Permitted enforcement: Intra-Group Lenders and shareholders*), the Debtors shall not make any Payments of the Intra Group Liabilities at any time unless:
 - (i) that Payment is permitted under Clause 5.2 (*Permitted Payments: Intra Group Liabilities*); or
 - (ii) that Payment is made in connection with the enforcement of the Transaction Security in accordance with this Agreement and such Debtor is instructed by the Security Agent to do so, but only to the extent that such Payment is in accordance with such instructions.
- (b) Prior to the Final Discharge Date, neither the Parent, the Company nor any Debtor shall, and the Parent shall procure that no other member of the Group will, make any Payment in respect of any Shareholder Loan Liability at any time.
- (c) The Company, each Subsidiary of the Company (or, in each case, any person affiliated thereto) cannot redeem, purchase or otherwise acquire, repay or prepay any of Shareholder Loan or enter into any agreement or arrangement having similar effect without the prior written consent of the Super Senior Agent, the Super Senior Lenders, the Hedge Counterparties and the Bond Trustee, other than by way of Permitted Distributions.

5.2 Permitted Payments: Intra Group Liabilities

- (a) Subject to paragraph (b) below, the Debtors may make Payments in respect of the Intra Group Liabilities (whether of principal or interest) from time to time.
- (b) Payments in respect of such Intra Group Liabilities may not be made pursuant to paragraph (a) above if, at the time of the Payment, an Acceleration Event has occurred unless the Security Agent consents to that payment being made.

5.3 Payment obligations continue

No Debtor shall be released from the liability to make any Payment (including of default interest, which shall continue to accrue) under any Debt Document by the operation of Clauses 5.1 (*Restriction on Payment: Intra Group Liabilities and Shareholder Loan Liabilities*) and 5.2 (*Permitted Payments: Intra Group Liabilities*) even if its obligation to make that Payment is restricted at any time by the terms of any of those Clauses.

5.4 Security: Intra Group Lenders and shareholders

Prior to the Final Discharge Date, neither any Intra Group Lenders nor any lender in respect of a Shareholder Loan (including the Sponsor (and any affiliate thereof), if applicable) may take, accept or receive the benefit of any Security, guarantee, indemnity or other assurance against loss in respect of the Intra Group Liabilities or Shareholder Loan Liabilities.

5.5 Restriction on enforcement: Intra Group Lenders and shareholders

None of the Intra Group Lenders or any lender in respect of a Shareholder Loan (including the Sponsor (and any affiliate thereof), if applicable) shall be entitled to take any Enforcement Action in respect of any of the Intra Group Liabilities and/or Shareholder Loan Liabilities, other than as set out in Clause 5.6 (*Permitted enforcement: Intra Group Lenders and shareholders*). For the sake of clarity, this shall not imply any restrictions on the rights of the Security Agent to take any Enforcement Actions otherwise permitted hereunder in respect of any Intra-Group Liabilities assigned to the Security Agent as part of the Transaction Security.

5.6 Permitted enforcement: Intra Group Lenders and shareholders

After the occurrence of an Insolvency Event in relation to any Debtor, each Intra Group Lender and any lender in respect of a Shareholder Loan (including the Sponsor (and any affiliate thereof), if applicable) may, but only if directed in writing to do so by the Security Agent (acting on the instructions of an Instructing Group), exercise any right it may otherwise have against that Debtor to exercise any right of set off or take or receive any Payment in respect of any Intra Group Liabilities or Shareholder Loan Liabilities of that Debtor, provided (in each case) that all amounts received or recovered by any Intra-Group Lender or any lender in respect of a Shareholder Loan (including the Sponsor (and any affiliate thereof), if applicable) with respect to any of the actions set out in this Clause 5.6 (*Permitted enforcement: Intra Group Lenders and shareholders*) upon receipt or recovery are immediately paid to the Security Agent and applied in accordance with Clause 10 (*Application of Proceeds*).

6. TURNOVER

Any Party (other than the Security Agent) who receives a Payment under a Bond Finance Document, the Super Senior Finance Documents, the Guarantee Facility Agreement or in respect of Intra-Group Liabilities or Shareholder Liabilities in violation of the terms of this Agreement shall pay such amounts to the Security Agent for application in accordance with Clause 10 (*Application of Proceeds*).

7. ENFORCEMENT OF TRANSACTION SECURITY

7.1 Super Senior Facility Cash Cover and Escrow Account Pledge

This Clause 7 is subject to Clause 10.8 (*Treatment of Super Senior Facility Cash Cover*) and Clause 10.9 (*Treatment of the Escrow Account Pledge*).

7.2 Enforcement Notice

If any of the Super Senior Lenders, the Bond Creditors or, subject to Clauses 4.6 (*Enforcement: Hedge Counterparties*) or 4.8 (*Enforcement: Guarantee Facility Provider*) above, the Hedge Counterparties or the Guarantee Facility Provider wish to instruct the Security Agent to commence enforcement of any Transaction Security, such group of creditors must first deliver a copy of the proposed instructions as to how such enforcement shall be effected (the "**Enforcement Notice**") to the Security Agent and the other Secured Creditors at least 5 Business Days, or such shorter period that all the other Secured Creditors may agree, prior to the proposed date of issuance of such instructions to the Security Agent by the meeting of Secured Creditors pursuant to the terms set out in Clause 7.4 (*Meeting of Secured Creditors*) under such Enforcement Notice.

7.3 Summons to meeting of Secured Creditors

The Security Agent shall summon the other Secured Parties to the meeting of Secured Creditors to be held as soon as practically possible and not later than 5 Business Days after the lapse of the notice period referred to in Clause 7.2 (*Enforcement Notice*). The meeting shall be held at the premises of the Security Agent.

7.4 Meeting of Secured Creditors

- (a) The meeting of Secured Creditors shall vote on the Enforcement Notice.
- (b) If a Secured Creditor is not present either in person or by proxy and voting at the meeting of Secured Creditors which has been duly convened in accordance with this Agreement, this shall result in the amount of claims held by that Secured Creditor being disregarded when calculating votes. One Secured Creditor present at such meeting will be sufficient to form a quorum and to make a valid resolution.
- (c) The Bond Trustee will cast a vote on behalf of the Bondholders in accordance with the terms of the Bond Terms.

- (d) In case of conflicting votes being cast by the Secured Creditors, the Bond Trustee (on behalf of the Bondholders) shall have the decisive vote and will initially form an instructing group (the "**Instructing Group**").
- (e) If (i) enforcement has not commenced within 3 months after an Enforcement Notice has been delivered to the Security Agent by either the Bond Trustee (on behalf of the Bond Creditors) or the Super Senior Agent (on behalf of the Super Senior Lenders) (whichever is first) (the "**Initial Enforcement Notice**") or (ii) all Super Senior Liabilities have not been fully discharged within 6 months after the Initial Enforcement Notice, then the Super Senior Agent acting on behalf of the Super Senior Lenders shall form the Instructing Group from that time onwards, provided that an Event of Default in respect of the Amended and Restated Super Senior Revolving Credit Facility Agreement has occurred and is continuing.

7.5 Security Documents

The Transaction Security is enforceable by the Security Agent (on behalf of the Secured Creditors) in accordance with and subject to the terms of the relevant Security Documents.

7.6 Enforcement instructions

- (a) Subject to the Transaction Security having become enforceable in accordance with its terms and the relevant Enforcement Notice having been approved by the meeting of Secured Creditors in accordance with Clause 7.4 (*Meeting of Secured Creditors*), the Instructing Group shall be entitled to give such instructions to the Security Agent in respect of enforcement of the Transaction Security. The Instructing Group may give or refrain from giving instructions to the Security Agent to enforce or refrain from enforcing the Transaction Security as it sees fit.
- (b) The Instructing Group may only give enforcement instructions that are consistent with the following provisions:
 - (i) any enforcement of the Transaction Security must be in accordance with the Enforcement Notice approved by the meeting of Secured Creditors in accordance with Clause 7.4 (*Meeting of Secured Creditors*);
 - (ii) it shall be the primary and overriding aim of any enforcement of the Transaction Security to maximise so far as is consistent with prompt and expeditious realisation of value from enforcement of the Transaction Security, the recovery by the Secured Creditors;
 - (iii) the Transaction Security will be enforced and all proceeds of such enforcement of the Transaction Security will be settled so that they are received by the Security Agent in cash for distribution in accordance with this Agreement;
 - (iv) any enforcement of the Transaction Security shall, to the extent it may be considered consistent with paragraph (i) above, take place by enforcement of pledges of shares only, and any other Transaction Security shall only be enforced if and to the extent such enforcement of pledges of shares only would not be consistent with paragraph (i) above; and
 - (v) upon enforcement of any such pledges of shares as described in paragraph (iv) above, each Secured Creditor and any other Party shall immediately release any company (and, as the case may be, any of its Subsidiaries) whose shares are subject to such enforcement from any claim (including any claim under any guarantees, but for the avoidance of doubt, excluding any Super Senior Cash Cover for any outstanding and continuing Letter of Credit issued on behalf of the relevant company (and, as the case may be, any of its Subsidiaries)) that Secured Creditor or other Party has or may have against that company and/or any of its Subsidiaries (if any) in respect of any Secured Debt.
- (c) The Security Agent may refrain from enforcing the Transaction Security unless instructed otherwise by the Instructing Group and shall suffer no liability for so doing.

- (d) The Security Agent is entitled to rely on and comply with instructions given in accordance with this Clause 7.6 (*Enforcement instructions*).

7.7 Manner of enforcement

If the Transaction Security is being enforced pursuant to Clause 7.6 (*Enforcement instructions*), the Security Agent shall use all reasonable efforts to enforce the Transaction Security in accordance with the instructions made by the Instructing Group and in such manner (including, without limitation, the selection of any administrator of any Debtor to be appointed by the Security Agent) as the Instructing Group shall instruct or, in the absence of any such instructions, as the Security Agent sees fit.

7.8 Exercise of voting rights

- (a) Each Creditor agrees with the Security Agent that it will cast its vote in any proposal put to the vote by or under the supervision of any judicial or supervisory authority in respect of any insolvency, pre insolvency or rehabilitation or similar proceedings relating to any member of the Group as instructed by the Security Agent.
- (b) The Security Agent shall give instructions for the purposes of paragraph (a) above as directed by an Instructing Group.

7.9 Waiver of rights

To the extent permitted under applicable law and subject to Clause 7.6 (*Enforcement instructions*), Clause 7.7 (*Manner of enforcement*) and Clause 9 (*Distressed Disposals*) each of the Secured Parties and each of the Debtors waives all rights it may otherwise have to require that the Transaction Security be enforced in any particular order or manner or at any particular time or that any sum received or recovered from any person, or by virtue of the enforcement of any of the Transaction Security or of any other security interest, which is capable of being applied in or towards discharge of any of the Secured Creditor Liabilities is so applied.

8. NON-DISTRESSED DISPOSALS

8.1 Definitions

In this Clause 8:

"Non-Distressed Disposal" means a disposal of:

- (a) an asset of a member of the Group; or
- (b) an asset which is subject to the Transaction Security, to a person or persons outside the Group where:
 - (i) the Super Senior Agent notifies the Security Agent that that disposal is not prohibited under the Amended and Restated Super Senior Revolving Credit Facility Agreement and the Bond Trustee notifies the Security Agent that that disposal is not prohibited under the Bond Terms; and
 - (ii) that disposal is not a Distressed Disposal.

8.2 Facilitation of Non-Distressed Disposals

- (a) If a disposal of an asset is a Non-Distressed Disposal, the Security Agent is irrevocably authorised (at the cost of the Company and without any consent, sanction, authority or further confirmation from any Creditor, other Secured Party or Debtor), but subject to paragraph (b) below:
 - (i) to release the Transaction Security or any other claim (relating to a Debt Document) over that asset;

- (ii) where the asset consists of shares in the capital of a member of the Group, to release the Transaction Security or any claim described in paragraphs (i) and (ii) above and issue any certificates of non-crystallisation or any floating charge or any consent to dealing that may, in the discretion of the Security Agent, be considered necessary or desirable.
- (b) Each release of Transaction Security or any claim described in paragraph (a) above shall become effective only on the making of the relevant Non-Distressed Disposal.

9. DISTRESSED DISPOSALS

9.1 Facilitation of Distressed Disposals

Subject to Clause 9.4 (*Restriction of Enforcement*) below, if a Distressed Disposal is being effected, the Security Agent is irrevocably authorised (at the cost of the Company and without any consent, sanction, authority or further confirmation from any Creditor or Debtor):

- (a) **release of Transaction Security:** to release the Transaction Security or any other claim over the asset subject to the Distressed Disposal and execute and deliver or enter into any release of that Transaction Security or claim or any consent to dealing that may, in the discretion of the Security Agent, be considered necessary or desirable;
- (b) **release of liabilities and Transaction Security on a share sale (Debtor):** if the asset subject to the Distressed Disposal consists of shares in the capital of a Debtor, to release:

- (i) that Debtor and any Subsidiary of that Debtor from all or any part of:
 - (A) its Borrowing Liabilities;
 - (B) its Guarantee Liabilities; and
 - (C) its Other Liabilities;
- (i) any Transaction Security granted by that Debtor or any Subsidiary of that Debtor over any of its assets; and
- (ii) any other claim of an Intra-Group Lender, or another Debtor over that Debtor's assets or over the assets of any Subsidiary of that Debtor,

on behalf of the relevant Creditors and Debtors;

- (b) **release of liabilities and Transaction Security on a share sale (Holding Company):** if the asset subject to the Distressed Disposal consists of shares in the capital of any Holding Company of a Debtor, to release:

- (i) that Holding Company and any Subsidiary of that Holding Company from all or any part of:
 - (A) its Borrowing Liabilities;
 - (B) its Guarantee Liabilities; and
 - (C) its Other Liabilities;
- (i) any Transaction Security granted by any Subsidiary of that Holding Company over any of its assets; and
- (ii) any other claim of another an Intra-Group Lender or another Debtor over the assets of any Subsidiary of that Holding Company,

on behalf of the relevant Creditors and Debtors;

(c) **disposal of liabilities on a share sale:** if the asset subject to the Distressed Disposal consists of shares in the capital of a Debtor or the Holding Company of a Debtor and the Security Agent decides to dispose of all or any part of:

- (i) the Liabilities; or
- (ii) the Intra-Group Liabilities,

owed by that Debtor or Holding Company or any Subsidiary of that Debtor or Holding Company on the basis that any transferee of those Liabilities or Intra-Group Liabilities (the "**Transferee**") will not be treated as a Creditor or a Secured Party for the purposes of this Agreement, to execute and deliver or enter into any agreement to dispose of all or part of those Liabilities or Intra-Group Liabilities on behalf of the relevant Creditors and Debtors provided that notwithstanding any other provision of any Debt Document the Transferee shall not be treated as a Creditor or a Secured Party for the purposes of this Agreement;

(d) **sale of liabilities on a share sale:** if the asset subject to the Distressed Disposal consists of shares in the capital of a Debtor or the Holding Company of a Debtor and the Security Agent decides to dispose of all or any part of:

- (i) the Liabilities; or
- (ii) the Intra-Group Liabilities,

owed by that Debtor or Holding Company or any Subsidiary of that Debtor or Holding Company on the basis that any transferee of those Liabilities or Intra-Group Liabilities will be treated as a Creditor or a Secured Party for the purposes of this Agreement, to execute and deliver or enter into any agreement to dispose of:

- (A) all (and not part only) of the Liabilities owed to the Creditors; and
- (B) all or part of any other Liabilities and the Intra-Group Liabilities,

on behalf of, in each case, the relevant Creditors and Debtors;

(e) **transfer of obligations in respect of liabilities on a share sale:** if the asset subject to the Distressed Disposal consists of shares in the capital of a Debtor or the Holding Company of a Debtor (the "**Disposed Entity**") and the Security Agent decides to transfer to another Debtor (the "**Receiving Entity**") all or any part of the Disposed Entity's obligations or any obligations of any Subsidiary of that Disposed Entity in respect of:

- (i) the Intra-Group Liabilities; or
- (ii) the Intra-Group Liabilities,

to execute and deliver or enter into any agreement to:

- (iii) agree to the transfer of all or part of the obligations in respect of those Intra-Group Liabilities or Intra-Group Liabilities on behalf of the relevant Intra-Group Lenders and Debtors to which those obligations are owed and on behalf of the Debtors which owe those obligations; and
- (iv) to accept the transfer of all or part of the obligations in respect of those Intra-Group Liabilities or Intra-Group Liabilities on behalf of the Receiving Entity or Receiving Entities to which the obligations in respect of those Intra-Group Liabilities or Intra-Group Liabilities are to be transferred,

provided, in each case, that in the event of release of Debtors by the Security Agent from Intra-Group Liabilities which are not subject to Transaction Security, the relevant provisions of the Private Limited Liability Companies Act (*aksjeloven*) are complied with at the time of such release.

9.2 Proceeds of Distressed Disposals

The net proceeds of each Distressed Disposal shall be paid, or distributed, to the Security Agent for application in accordance with Clause 10 (*Application of Proceeds*).

9.3 Fair value

In the case of a Distressed Disposal effected by, or at the request of, the Security Agent, the Security Agent shall act in accordance with this Agreement.

9.4 Restriction on enforcement

If a Distressed Disposal is being effected:

- (a) the Security Agent is not authorised to release any Debtor, Subsidiary or Holding Company from any Borrowing Liabilities or Guarantee Liabilities owed to any Credit except in accordance with this Clause 9 (*Distressed Disposals*);
- (b) no Distressed Disposal may be made for consideration in a form other than cash.

9.5 Security Agent's actions

For the purposes of Clause 9.1 (*Facilitation of Distressed Disposals*) and Clause 9.3 (*Fair Value*) the Security Agent shall act:

- (a) on the instructions of the Instructing Group; or
- (b) in the absence of any such instructions as the Security Agent sees fit.

10. APPLICATION OF PROCEEDS

10.1 Order of application

Subject to Clause 10.2 (*Prospective Liabilities*), all amounts from time to time received or recovered by the Security Agent pursuant to the terms of any Security Document or in connection with the realisation or enforcement of all or any part of the Transaction Security (including any voluntary Distressed Disposal) (for the purposes of this Clause 10 (*Application of Proceeds*), the "**Recoveries**") shall be held by the Security Agent as escrow funds to be held separately on account for the Secured Parties to apply them at any time as the Security Agent sees fit, to the extent permitted by applicable law (and subject to the provisions of this Clause 10 (*Application of Proceeds*), in the following order of priority:

- (a) in payment on a pro rata basis (and without any preference between them) in discharging any fees, costs and expenses incurred by the Security Agent and the Super Senior Agent in such capacity and any Receiver or any Delegate;
- (b) in payment on a pro rata basis (and without any preference between them) to:
 - (i) the Super Senior Agent on behalf of the Super Senior Lenders; and
 - (ii) the Hedge Counterparties;for application towards the discharge on a pro rata basis (and without any preference between them) of:
 - (A) the Super Senior Liabilities (in accordance with the terms of the Amended and Restated Super Senior Revolving Credit Facility Agreement); and
 - (B) the Hedging Liabilities (on a *pro rata* basis between the Hedging Liabilities of each Hedge Counterparty);
- (c) in payment to the Guarantee Facility Provider for application towards the discharge of the Guarantee Facility Liabilities (in accordance with the terms the Guarantee Facility Agreement);

- (d) in payment to the Bond Trustee for application towards the discharge of the Bond Liabilities (including any Agent Liabilities to the Bond Trustee);
- (e) if none of the Debtors is under any further actual or contingent liability under any Bond Finance Document, Hedging Agreement, Super Senior Finance or the Guarantee Facility Agreement, in payment to any person to whom the Security Agent is obliged to pay in priority to any Debtor; and
- (f) the surplus, if any, in payment to the Parent, or as it shall direct.

The pro-rata application of proceeds pursuant to the foregoing provisions of this Clause 10.1 shall with respect to the Super Senior Liabilities be based on the aggregate of all outstanding amounts and all outstanding Letters of Credit issued under the Amended and Restated Super Senior Revolving Credit Facility Agreement including any Recourse Claims (and in the latter case only, net of any Super Senior Facility Cash Cover), under the Amended and Restated Super Senior Revolving Credit Facility Agreement, at the time when the relevant proceeds are received by the Security Agent. Any subsequent reduction of the Super Senior Liabilities with respect to Letters of Credit (by expiry of Letters of Credit without demand thereunder being made or otherwise) shall entail redistribution of proceeds where proceeds from Transaction Security result in more than pro-rata recovery of the relevant Letter of Credit, such excess amounts shall be repaid to the Security Agent for application pursuant to (a) through (f) above; and

10.2 Prospective Liabilities

If the Transaction Security becomes enforceable under Clause 7 (Enforcement of Transaction Security) of this Agreement, the Security Agent may, in its discretion, but shall not be obliged to, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) for later application under Clause 10.1 (*Order of application*) in respect of:

- (a) any sum to any Security Agent, any Receiver or any Delegate; and
- (b) any part of the Liabilities or the Agent Liabilities,

that the Security Agent reasonably considers, in each case, might become due or owing at any time in the future.

10.3 Investment of proceeds

Prior to the application of the proceeds of the Security Property in accordance with Clause 10.1 (*Order of application*) the Security Agent may, in its discretion, but shall not be obliged to hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Security Agent's discretion in accordance with the provisions of this Clause 10 (*Application of Proceeds*).

10.4 Currency conversion

- (a) For the purpose of, or pending the discharge of, any of the Secured Debt the Security Agent may, in its discretion, but shall not be obliged to convert any moneys received or recovered by the Security Agent from one currency to another, at the Spot Rate of Exchange.
- (b) The obligations of any Debtor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

10.5 Permitted deductions

The Security Agent shall be entitled, in its discretion, (a) to set aside by way of reserve amounts required to meet and (b) to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Agreement, and to pay all Taxes or other liabilities which may be assessed against it in respect of any of the Security Property, or as a consequence of performing its duties, or by virtue of its capacity as Security Agent under any of the Debt Documents or otherwise (other than in connection with its remuneration for performing its duties under this Agreement).

10.6 Good Discharge

- (a) Any payment to be made in respect of the Secured Debt by the Security Agent may be made to the relevant Agent on behalf of its respective Creditors or a Hedge Counterparty and any payment made in that way shall be a good discharge, to the extent of that payment, by the Security Agent.
- (b) The Security Agent is under no obligation to make the payments to the Agents or any Hedge Counterparty under paragraph (a) in the same currency as that in which the Liabilities owing to the relevant Creditor are denominated.

10.7 Calculation of Amounts

For the purpose of calculating any person's share of any sum payable to or by it, the Security Agent shall be entitled to:

- (a) notionally convert the Liabilities owed to any person into a common base currency (decided in its discretion by the Security Agent), that notional conversion to be made at the spot rate at which the Security Agent is able to purchase the notional base currency with the actual currency of the Liabilities owed to that person at the time at which that calculation is to be made; and
- (b) assume that all moneys received or recovered as a result of the enforcement or realisation of the Security Property are applied in discharge of the Liabilities in accordance with the terms of the Debt Documents under which those Liabilities have arisen.

10.8 Treatment of Super Senior Facility Cash Cover

Notwithstanding any other provision of this Agreement:

- (a) nothing in this Agreement shall prevent the Super Senior Agent from taking any Enforcement Action (or any other type of action or refrain from taking any such actions) in respect of any Super Senior Facility Cash Cover; and
- (b) all amounts from time to time received or recovered in connection with the realisation or enforcement of any Super Senior Facility Cash Cover shall be paid to the Super Senior Agent and shall be held by the Super Senior Agent to apply them at any time as the Super Senior Agent (in its discretion) sees fit, to the extent permitted by applicable law, in the following order of priority:
 - (i) towards the discharge of the Super Senior Liabilities for which that Super Senior Facility Cash Cover was provided; and
 - (ii) the balance, if any, in accordance with Clause 10.1 (*Order of application*).

10.9 Treatment of the Escrow Account Pledge

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall prevent the Bond Creditors from (i) taking any Enforcement Action in respect of the Escrow Account Pledge or (ii) receiving and retaining any amount in respect of the Escrow Account.

11. CONFIRMATION OF SECURITY

Each Debtor confirms by its execution of this Agreement that:

- (a) the Security granted by it under the Floating Charges will continue in full force and effect;
- (b) any Security created by it under the Floating Charges shall extend to and secure its obligations under the Secured Creditor Liabilities;
- (c) all references to the "Super Senior Facility Agreement", the "Super Senior Revolving Credit Facility Agreement" and all references to the "Bond Agreement" in any of the existing Security Documents is a reference to the Amended and Restated Super Senior Facility Agreement and the Bond Terms as defined in this Agreement, respectively.

12. BUY-OUT OPTION

In the Standstill Periods:

- (a) any Exercising Creditor shall have the option of paying to the Security Agent (for immediate transfer to the Standstill Creditor), within 15 Business Days following exercise of such option, all moneys then outstanding under the relevant Standstill Liability, against assignment and transfer of all Security Documents in respect of the Standstill Liability to (and at the expense of) the Exercising Creditor, such assignment and transfer to be without recourse to the Standstill Creditor and without any express or implied warranty or representation by the Standstill Creditor as to the validity or enforceability of such Security Documents and/or related documents or as to the recoverability of any moneys thereunder; and
- (b) where there is more than one Exercising Creditor, the payment in section (a) above of the Standstill Liability and the transfer of relevant Security Documents shall be shared between the Exercising Creditors on a *pro rata* basis (measured on the basis of each of their respective outstanding part of the aggregate Secured Debt).

13. THE SECURITY AGENT

13.1 Confirmation of appointment

- (a) Each Secured Party (other than the Security Agent) confirms the appointment of the Security Agent to act as security agent under and in connection with:
 - (i) the Security Documents to which the Security Agent is a party; and
 - (ii) this Agreement.
- (b) The Security Agent declares that it shall hold the Security Property in escrow for (and acting as agent on behalf of) the Secured Parties on the terms contained in this Agreement.
- (c) Each of the parties to this Agreement agrees that the Security Agent shall have only those duties, obligations and responsibilities expressly specified in this Agreement or in the Security Documents to which the Security Agent is expressed to be a party (and no others shall be implied). The duties of the Security Agent under the Debt Documents are solely mechanical and administrative in nature.
- (d) Notwithstanding anything to the contrary in this Agreement, any provision or term of this Agreement that in any way:
 - (i) protects or excludes the Security Agent, any Receiver or any Delegate from incurring any liability towards any other Party under or in respect of this Agreement; and/or
 - (ii) limits or reduces any such liability referred to in paragraph (i) above,shall only be effective if, and to the extent, such liability does not arise as a result of its gross negligence or wilful misconduct.

13.2 No independent power

The Secured Parties (other than the Security Agent) shall not have any independent power to enforce, or have recourse to, any of the Transaction Security or to exercise any rights or powers arising under the Security Documents except through the Security Agent.

13.3 Instructions to Security Agent and exercise of discretion

- (a) Subject to paragraphs (c) and (d) below, the Security Agent shall act in accordance with any instructions given to it by an Instructing Group or, if so instructed by an Instructing Group, refrain from exercising any right, power, authority or discretion vested in it as Security Agent and shall be entitled to assume that (i) any instructions received by it from an Instructing Group, an Agent, the Creditors or a group of Creditors (whichever is applicable) are duly given in accordance with the terms of the Debt Documents and this Agreement and (ii) unless it has received actual notice of revocation, that those instructions or directions have not been revoked.
- (b) The Security Agent shall be entitled to request instructions, or clarification of any direction, from the Instructing Group (to the extent they are entitled to give instructions to the Security Agent pursuant to Clause 7 (*Enforcement of Transaction security*)) as to whether, and in what manner, it should exercise or refrain from exercising any rights, powers, authorities and discretions in respect of the Security Property and the Security Agent may refrain from acting in respect thereof unless and until those instructions or clarification are received by it and shall suffer no liability for so doing.
- (c) Paragraph (a) above shall not apply:
 - (i) where an expressly contrary provision of this Agreement requires otherwise;
 - (ii) where this Agreement requires the Security Agent to act in a specified manner or to take a specified action;
 - (iii) in respect of any provision which protects the Security Agent's own position in its personal capacity as opposed to its role of Security Agent for the Secured Parties including, without limitation, the provisions set out in Clauses 13.5 (*Security Agent's discretions*) to Clause 13.18 (*Powers supplemental*);
 - (iv) in respect of the exercise of the Security Agent's discretion to exercise a right, power or authority under any of:
 - (A) Clause 10.1 (*Order of application*);
 - (B) Clause 10.2 (*Prospective Liabilities*); and
 - (C) Clause 10.5 (*Permitted deductions*).
- (d) If giving effect to instructions given by an Instructing Group would (in the Security Agent's opinion) have an effect equivalent to an Intercreditor Amendment, the Security Agent shall not act in accordance with those instructions unless consent to it so acting is obtained from each Party (other than the Security Agent) whose consent would have been required in respect of that Intercreditor Amendment. Nothing in this Clause 13.3 (*Instructions to Security Agent and exercise of discretion*) shall oblige the Security Agent to consider or monitor the effect of any instructions delivered to it in accordance with this Agreement and the Security Agent shall have no liability to any Party whatsoever (including as a result of any corresponding delay), if in fact, such instructions do or do not have the effect of an Intercreditor Amendment.
- (e) In exercising any discretion to exercise a right, power or authority under this Agreement where either:
 - (i) it has not received any instructions from an Instructing Group as to the exercise of that discretion; or
 - (ii) the exercise of that discretion is subject to paragraph (c)(iv) above,

the Security Agent shall do so having regard to the interests of all the Secured Parties.

13.4 Security Agent's actions

Without prejudice to the provisions of Clause 7 (*Enforcement of Transaction security*) and Clause 13.3 (*Instructions to Security Agent and exercise of discretion*), the Security Agent may (but shall not be obliged to), in the absence of any instructions to the contrary, take such action in the exercise of any of its powers and duties under the Debt Documents as it considers in its discretion to be appropriate. In no event shall the permissive rights of the Security Agent to take any action or exercise any discretion pursuant to this Agreement be construed as an obligation to do so.

13.5 Security Agent's discretions

The Security Agent may:

- (a) assume (unless it has received actual notice to the contrary from a Hedge Counterparty or from one of the Agents) that (i) no Default has occurred and no Debtor is in breach of or default under its obligations under any of the Debt Documents and (ii) any right, power, authority or discretion vested by any Debt Document in any person has not been exercised;
- (b) if it receives any instructions or directions to take any action in relation to the Transaction Security, assume that all applicable conditions under the Debt Documents for taking that action have been satisfied;
- (c) engage, pay for and rely on the advice or services of any legal advisers, accountants, tax advisers, surveyors or other experts (whether obtained by the Security Agent or by any other Secured Party) whose advice or services may at any time seem necessary, expedient or desirable;
- (d) rely upon any communication or document believed by it to be genuine and, as to any matters of fact which might reasonably be expected to be within the knowledge of a Secured Party, any Creditor or a Debtor, upon a certificate signed by or on behalf of that person;
- (e) refrain from acting in accordance with the instructions of any Party (including bringing any legal action or proceeding arising out of or in connection with the Debt Documents) or as otherwise required by this Agreement until it has received any indemnification and/or security that it may in its discretion require (whether by way of payment in advance or otherwise and such indemnification or security); and
- (f) request copies of any Debt Document which the Security Agent may in its reasonable judgement deem necessary to enable it to exercise its rights or perform its duties under this Agreement.

13.6 Security Agent's obligations

As soon as is reasonably practicable, the Security Agent shall:

- (a) copy to (i) each Agent and (ii) each Hedge Counterparty the contents of any notice or document received by it from any Debtor under any Debt Document;
- (b) forward to a Party the original or a copy of any document which is delivered to the Security Agent for that Party by any other Party provided that, except where a Debt Document expressly provides otherwise, the Security Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party;
- (c) inform (i) each Agent and (ii) each Hedge Counterparty of the occurrence of any Default or any default by a Debtor in the due performance of or compliance with its obligations under any Debt Document of which the Security Agent has received notice from any other party to this Agreement; and

- (d) to the extent that a Party (other than the Security Agent) is required to calculate a Common Currency Amount, and upon a request by that Party, notify that Party of the relevant Spot Rate of Exchange.

13.7 Excluded obligations

Notwithstanding anything to the contrary expressed or implied in the Debt Documents, the Security Agent shall not:

- (a) be bound to enquire as to (i) whether or not any Default has occurred or (ii) the performance, default or any breach by a Debtor of its obligations under any of the Debt Documents;
- (b) be bound to account to any other Party for any sum or the profit element of any sum received by it for its own account;
- (c) be bound to disclose to any other person (including but not limited to any Secured Party) (i) any confidential information or (ii) any other information if disclosure would, or might in its reasonable opinion, constitute a breach of any law or be a breach of fiduciary duty; or
- (d) have or be deemed to have any relationship of trust or agency with, any Debtor.

13.8 Exclusion of liability

None of the Security Agent, any Receiver nor any Delegate shall accept responsibility or be liable for:

- (a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Security Agent or any other person in or in connection with any Debt Document or the transactions contemplated in the Debt Documents, or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Debt Document;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Debt Document, the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Debt Document or the Security Property;
- (c) any losses to any person or any liability arising as a result of taking or refraining from taking any action in relation to any of the Debt Documents, the Security Property or otherwise, whether in accordance with an instruction from an Agent or otherwise unless directly caused by its gross negligence, fraud or wilful default;
- (d) the exercise of, or the failure to exercise, any judgment, discretion or power given to it by or in connection with any of the Debt Documents, the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, the Debt Documents or the Security Property;
- (e) any shortfall which arises on the enforcement or realisation of the Security Property;
- (f) the consequences of relying on the advice of any professional advisers selected by any of them in connection with this Agreement or any Debt Document;
- (g) acting (or refraining from acting) in what it believes in good faith to be in the interests of the Secured Parties in circumstances where it has been unable, or it is not practicable, to obtain instructions in accordance with this Agreement; or
- (h) special, indirect, punitive or consequential loss or damages of any kind whatsoever (including but not limited to loss of business, goodwill, opportunity or profits) whether or not foreseeable, even if the Security Agent, Receiver or Delegate has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise.

13.9 No proceedings

No Party (other than the Security Agent, that Receiver or that Delegate) may take any proceedings against any officer, employee or agent of the Security Agent, a Receiver or a Delegate in respect of any claim it might have against the Security Agent, a Receiver or a Delegate or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Debt Document or any Security Property.

13.10 Own responsibility

Without affecting the responsibility of any Debtor for information supplied by it or on its behalf in connection with any Debt Document, each Secured Party confirms to the Security Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Debt Document including but not limited to:

- (a) the financial condition, status and nature of each Debtor;
- (b) the legality, validity, effectiveness, adequacy and enforceability of any Debt Document, the Security Property and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Debt Document or the Security Property;
- (c) whether that Secured Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Debt Document, the Security Property, the transactions contemplated by the Debt Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Debt Document or the Security Property;
- (d) the adequacy, accuracy and/or completeness of any information provided by the Security Agent or by any other person under or in connection with any Debt Document, the transactions contemplated by any Debt Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Debt Document; and
- (e) the right or title of any person in or to, or the value or sufficiency of any part of the Security Property, the priority of any of the Transaction Security or the existence of any Security affecting the Security Property,

and each Secured Party warrants to the Security Agent that it has not relied on and will not at any time rely on the Security Agent in respect of any of these matters.

13.11 No responsibility to perfect Transaction Security

The Security Agent shall not be liable for any failure to:

- (a) require the deposit with it of any deed or document certifying, representing or constituting the title of any Debtor to any of the Security Property;
- (b) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any of the Debt Documents or the Transaction Security;
- (c) register, file or record or otherwise protect any of the Transaction Security (or the priority of any of the Transaction Security) under any applicable laws in any jurisdiction or to give notice to any person of the execution of any of the Debt Documents or of the Transaction Security;
- (d) take, or to require any of the Debtors to take, any steps to perfect its title to any of the Security Property or to render the Transaction Security effective or to secure the creation of any ancillary Security under the laws of any jurisdiction; or
- (e) require any further assurances in relation to any of the Security Documents.

13.12 Insurance by Security Agent

- (a) The Security Agent shall not be under any obligation to insure any of the Security Property, to require any other person to maintain any insurance or to verify any obligation to arrange or maintain insurance contained in the Debt Documents. The Security Agent shall not be responsible for any loss which may be suffered by any person as a result of the lack of or inadequacy of any such insurance.
- (b) Where the Security Agent is named on any insurance policy as an insured party, it shall not be responsible for any loss which may be suffered by reason of, directly or indirectly, its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other information of any kind, unless an Agent shall have requested it to do so in writing and the Security Agent shall have failed to do so within fourteen days after receipt of that request.

13.13 Custodians and nominees

The Security Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to any assets the Security Agent holds in escrow for the Secured Parties as the Security Agent may determine, including for the purpose of depositing with a custodian this Agreement or any document relating to the assets held in escrow for the Secured Parties this Agreement and the Security Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it under this Agreement or be bound to supervise the proceedings or acts of any person.

13.14 Acceptance of title

The Security Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that any of the Debtors may have to any of the Security Property and shall not be liable for or bound to require any Debtor to remedy any defect in its right or title.

13.15 Refrain from illegality

Notwithstanding anything to the contrary expressed or implied in the Debt Documents, the Security Agent may refrain from doing anything which in its opinion will or may be contrary to any relevant law, directive or regulation of any jurisdiction and the Security Agent may do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

13.16 Business with the Debtors

The Security Agent may accept deposits from, lend money to, and generally engage in any kind of banking or other business with any of the Debtors whether or not it may or does lead to a conflict with the interests of the Secured Parties. Similarly, the Security Agent may undertake business with or for others even though it may lead to a conflict with the interests of the other Secured Parties.

13.17 Release of Security Documents

If the Security Agent, with the approval of each of the Agents and each Hedge Counterparty, determines that (a) all of the Secured Debt and all other obligations secured by the Security Documents have been fully and finally discharged and (b) none of the Secured Parties is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Debtor pursuant to the Debt Documents:

- (a) the Security Agent shall release, without recourse or warranty, all of the Transaction Security and the rights of the Security Agent under each of the Security Documents; and
- (b) any Security Agent shall release, without recourse or warranty, all of its rights under each of the Security Documents.

13.18 Powers supplemental

The rights, powers and discretions conferred upon the Security Agent by this Agreement shall be in addition to any which may be vested in the Security Agent by general law or otherwise.

13.19 Intra-Group Lenders and Debtors: Power of attorney

Each Intra-Group Lender and Debtor irrevocably appoints the Security Agent to be its attorney to do anything which that Intra-Group Lender or Debtor has authorised the Security Agent or any other Party to do under this Agreement or is itself required to do under this Agreement but has failed to do (and the Security Agent may delegate that power on such terms as it sees fit). Each Intra-Group Lender and Debtor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in good faith in the exercise or purported exercise of the power of attorney granted in this Clause 13.19 (*Intra-Group Lenders and Debtors: Power of attorney*).

14. CHANGE OF SECURITY AGENT AND DELEGATION

14.1 Resignation of the Security Agent

- (a) The Security Agent may resign and appoint one of its affiliates as successor by giving notice to each other Secured Creditor and the Company.
- (b) Alternatively the Security Agent may resign by giving notice to the other Parties in which case the Instructing Group may appoint a successor Security Agent.
- (c) If the Instructing Group have not appointed a successor Security Agent in accordance with paragraph (b) above within 30 days after the notice of resignation was given, the Security Agent (after consultation with the Bond Trustee and the Super Senior Agent) may appoint a successor Security Agent.
- (d) The retiring Security Agent shall, at its own cost, make available to the successor Security Agent such documents and records and provide such assistance as the successor Security Agent may reasonably request for the purposes of performing its functions as Security Agent under the Debt Documents.
- (e) The Security Agent's resignation notice shall only take effect upon (i) the appointment of a successor and (ii) the transfer of all of the Security Property to that successor.
- (f) Upon the appointment of a successor, the retiring Security Agent shall be discharged from any further obligation in respect of the Debt Documents (other than its obligations under paragraph (b) of Clause 13.17 (*Release of Security Documents*) and under paragraph (d) above) but shall, in respect of any act or omission by it whilst it was the Security Agent, remain entitled to the benefit of Clauses 13 (*The Security Agent*), 18.1 (*Debtors' indemnity*) and 18.3 (*Secured Creditors' indemnity*). Its successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if that successor had been an original Party.
- (g) The Instructing Group may, by notice to the Security Agent, require it to resign in accordance with paragraph (b) above, provided, however, that such resignation as well as any other change of Security Agent requires the consent of the Bond Trustee (acting on behalf of the Bondholders) and the Super Senior Creditors. The Bond Trustee may (in its sole discretion) appoint or grant consents without any approval of consent from the Bondholders. In this event, the Security Agent shall resign in accordance with paragraph (b) above but the cost referred to in paragraph (d) above shall be for the account of the Company.

14.2 Delegation

- (a) Each of the Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by any of the Debt Documents.

- (b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate.

14.3 Additional Security Agents

- (a) The Security Agent may at any time appoint (and subsequently remove) any person to act as a separate trustee or as a co-trustee jointly with it (i) if it considers that appointment to be in the interests of the Secured Parties or (ii) for the purposes of conforming to any legal requirements, restrictions or conditions which the Security Agent deems to be relevant or (iii) for obtaining or enforcing any judgment in any jurisdiction, and the Security Agent shall give prior notice to the Company and each of the Agents of that appointment.
- (b) Any person so appointed shall have the rights, powers and discretions (not exceeding those conferred on the Security Agent by this Agreement) and the duties and obligations that are conferred or imposed by the instrument of appointment.
- (c) The remuneration that the Security Agent may pay to that person, and any costs and expenses (together with any applicable VAT) incurred by that person in performing its functions pursuant to that appointment shall, for the purposes of this Agreement, be treated as costs and expenses incurred by the Security Agent.

15. CHANGES TO THE PARTIES

15.1 Assignments and transfers

No Party may assign any of its rights and benefits or transfer any of its rights, benefits and obligations in respect of any Debt Documents or the Liabilities except as permitted by this Clause 15 (*Changes to the Parties*).

15.2 Changes to the Super Senior Lenders

Each Super Senior Lender may assign or transfer any of its rights and/or obligations under the Super Senior Revolving Credit Facility as set out in Clause 30 (*Changes to the Lenders*) of the Amended and Restated Super Senior Revolving Credit Facility Agreement or the equivalent provision of any facility agreement entered into in respect of a Replacement Facility, provided that the assignee or transferee in respect of such assignment or transfer has (if it is not already a party to this Agreement as a Super Senior Lender) acceded to this Agreement.

15.3 Change of Hedge Counterparty

A Hedge Counterparty may (in accordance with the terms of the relevant Hedging Agreement and subject to any consent required under that Hedging Agreement) transfer any of its rights and benefits or obligations in respect of the Hedging Agreements to which it is a party if any transferee has (if not already party to this Agreement as a Hedge Counterparty) acceded to this Agreement.

15.4 Change of Guarantee Facility Provider

The Guarantee Facility Provider may (in accordance with terms of the Guarantee Facility Agreement and subject to any consent required under the Guarantee Facility Agreement) or the equivalent provision of any facility agreement entered into in respect of a Replacement Facility transfer any of its rights and benefits or obligations in respect of the Guarantee Facility Agreement provided that the transferee has acceded to this Agreement.

15.5 Change of Agent

No person shall become an Agent unless at the same time, it accedes to this Agreement, pursuant to Clause 15.8 (*Creditor/Agent Accession Undertaking*).

15.6 New Intra-Group Lender

If any Intra Group Lender, any other Debtor (including any Subsidiary) makes any loan to or grants any credit to or makes any other financial arrangement having similar effect with any Debtor, the Parent will procure that the person giving that loan, granting that credit or making that other financial arrangement (if not already party to this Agreement as an Intra Group Lender) accedes to this Agreement, as an Intra Group Lender pursuant to Clause 15.9 (*New Debtor*).

15.7 Accession of Super Senior Lenders under new Super Senior Revolving Credit Facilities or Guarantee Facility Provider under a Guarantee Facility Agreement

Upon a replacement of or refinancing of the Super Senior Revolving Credit Facility or the original Guarantee Facility Agreement, in order for any new Replacement Facility to be a "Super Senior Revolving Credit Facility" or a "Guarantee Facility" for the purposes of this Agreement:

- (a) the Company shall designate that credit facility as a Super Senior Revolving Credit Facility or Guarantee Facility (as applicable) and confirm in writing to the Secured Creditors that the new facility is a Replacement Facility and that the establishment of such credit facility will not breach the terms of any of the Secured Creditor Liabilities;
- (b) each creditor in respect of that credit facility shall accede to this Agreement as a Super Senior Creditor or a Guarantee Facility Provider (as applicable); and
- (c) the facility agent in respect of that credit facility shall accede to this Agreement as the Agent in relation to that credit facility pursuant to Clause 15.8 (*Creditor/Agent Accession Undertaking*).

15.8 Creditor/Agent Accession Undertaking

With effect from the date of acceptance by the Security Agent of a Creditor/Agent Accession Undertaking duly executed and delivered to the Security Agent by the relevant acceding party or, if later, the date specified in that Creditor/Agent Accession Undertaking:

- (a) any Party ceasing entirely to be a Creditor or Agent shall be discharged from further obligations towards the Security Agent and other Parties under this Agreement and their respective rights against one another shall be cancelled (except in each case for those rights which arose prior to that date); and
- (b) as from that date, the replacement or new Creditor or Agent shall assume the same obligations and become entitled to the same rights, as if it had been an original Party to this Agreement in that capacity.

15.9 New Debtor

- (a) If any member of the Group:
 - (i) incurs any Liabilities; or
 - (ii) becomes an Additional Guarantor (as defined in the Guarantee Agreement) under the Guarantee Agreement,

the Obligors will procure that such a member of the Group accedes to this Agreement as a Debtor, in accordance with paragraph (b) below, no later than contemporaneously with becoming such a Debtor.

- (b) With effect from the date of acceptance by the Security Agent of a Debtor Accession Agreement duly executed and delivered to the Security Agent by the new Debtor or, if later, the date specified in the Debtor Accession Agreement, the new Debtor shall assume the same obligations and become entitled to the same rights as if it had been an original Party to this Agreement as a Debtor.

15.10 Additional parties

Each of the Parties appoints the Security Agent to receive on its behalf each Debtor Accession Agreement and Creditor/Agent Accession Undertaking delivered to the Security Agent and the Security Agent shall, as soon as reasonably practicable after receipt by it, sign and accept the same if it appears on its face to have been completed, executed and, where applicable, delivered in the form contemplated by this Agreement.

15.11 Resignation of a Debtor

- (a) The Parent may request that a Debtor shall cease to be a Debtor (each a "**Resigning Debtor**") by delivering to the Security Agent a duly completed Debtor Resignation Request.
- (b) The Security Agent shall accept a Debtor Resignation Request and notify the Parent and each other Party of its acceptance if:
 - (i) the Parent has confirmed to the Security Agent that no Default is continuing or would result from the acceptance of the Debtor Resignation Request;
 - (ii) no payment is due from the Resigning Debtor under any of the Debt Documents entered into or executed in favour of any Secured Creditor;
 - (iii) to the extent the Super Senior Discharge Date has not occurred, the Super Senior Agent has confirmed to the Security Agent that the Resigning Debtor will cease to be a party to the Amended and Restated Super Senior Revolving Credit Facility Agreement in the proper capacity/ies as set out therein not later than upon the Security Agent's acceptance of the Debtor Resignation Request;
 - (iv) to the extent the Bond Discharge Date has not occurred, the Bond Trustee has confirmed to the Security Agent that the Resigning Debtor will cease to be a guarantor under the Bond Terms (for the sake of clarity; the Parties acknowledge that if such release will require an amendment to the Bond Terms and the Guarantee Agreement in accordance with the provisions therein and the Bond Trustee shall be under no duty to provide such confirmation unless such amendment is made; and
 - (v) to the extent the Hedging Discharge Date has not occurred, the relevant Hedge Counterparty notified the Security Agent that that Resigning Debtor is under no actual or contingent obligation under the Hedging Liabilities.
- (c) Upon notification by the Security Agent to the Parent of its acceptance of the resignation of any Resigning Debtor, that Resigning Debtor shall cease to be a Debtor and shall have no further rights or obligations under this Agreement as a Debtor or any of the Security Documents.

16. BOND TRUSTEE PROTECTION

16.1 Limitation of liability

- (a) This Agreement is executed and delivered by the Bond Trustee not individually or personally, but solely in its capacity as a Bond Trustee in the exercise of the powers and authority conferred and vested in it under the relevant Debt Documents.
- (b) In no case shall the Bond Trustee be:
 - (i) responsible or accountable in damages or otherwise to any other Party for any loss, damage or claim incurred by reason of any act or omission performed or omitted by it in good faith in accordance with this Agreement and in a manner that the Bond Trustee believed to be within the scope of the authority conferred on the Bond Trustee by this Agreement and the relevant Debt Documents or by law; or

- (ii) personally liable for or on account of any of the statements, representations, warranties, covenants or obligations stated to be those of any other Party,

all such liability, if any, being expressly waived by the Parties and any person claiming by, through or under such Party, provided that the Bond Trustee shall be personally liable under this Agreement for its own gross negligence or wilful misconduct.
- (c) The Bond Trustee shall not have any responsibility for the actions of any individual Bondholder.
- (d) The Bond Trustee shall be liable to any Creditor (other than the Bondholders for which it is the representative) if the Bond Trustee shall in good faith mistakenly pay over or distribute to the Bondholders or to any other person cash, property or securities to which any Creditor (other than the Bondholders for which it is the representative) shall be entitled by virtue of this Agreement or otherwise.

16.2 Instructions, actions and reliance

- (a) In acting under and in accordance with this Agreement, the Bond Trustee shall act in accordance with the relevant Debt Documents and shall seek any necessary instruction from the relevant Bondholders, to the extent provided for, and in accordance with, the relevant Debt Documents, and where it so acts on the instructions of the Bondholders, the Bond Trustee shall not incur any liability to any person for so acting other than in accordance with the relevant Debt Documents.
- (b) Prior to taking any action under this Agreement or the relevant Debt Documents, as the case may be, the Bond Trustee may reasonably request and rely upon an opinion of counsel or opinion of another qualified expert, at the Parent's expense, as applicable; provided that any such opinions shall be at the expense of the relevant Bondholders, if such actions are on the instructions of the relevant Bondholders.

16.3 Turnover obligations

Notwithstanding any provision in this Agreement to the contrary, the Bond Trustee shall only have an obligation to turn over or repay amounts received or recovered under this Agreement by it:

- (a) if it had actual knowledge that the receipt or recovery is an amount received in breach of a provision of this Agreement (a "**Turnover Receipt**"); and
- (b) to the extent that, prior to receiving that knowledge, it has not distributed the amount of the Turnover Receipt to the Bondholders for which it is the representative in accordance with the provisions of the relevant Debt Documents.

16.4 No liability or obligation for the Bond Trustee

Notwithstanding any other provision in this Agreement:

- (a) the Bond Trustee shall not be liable for any failure by any Bondholder for which it is the representative to comply with any obligation such Bondholder may have under this Agreement, including (without limitation) under Clause 6 (*Turnover*), to make any payment or repayment, or any distribution or redistribution, to the Security Agent (or any other Creditor or person) of any amount received or recovered by that Bondholder under or in respect of any Debt Document; and
- (b) without limiting the generality of paragraph (a) above, the Bond Trustee:
 - (i) shall have no obligation to pay, repay, distribute or redistribute, or ensure the payment, repayment, distribution or redistribution of, any amount received or recovered by any Bondholder for which it is the representative under or in respect of any Debt Document which should have been paid, repaid, distributed or redistributed by such Bondholder to the Security Agent (or any Creditor or person)

pursuant to the terms of this Agreement, including (without limitation) under Clause 6 (*Turnover*); and

- (ii) shall not be liable for any damages, costs or losses to any Creditor or other person as result of any such failure by any Pari Passu Bondholder for which it is the Creditor Representative referred to in paragraph (a) above.

16.5 Reliance and information

- (a) The Bond Trustee may rely without enquiry on any notice, consent or certificate of the Security Agent, any other Creditor or any Hedge Counterparty as to the matters certified therein.
- (b) The Bond Trustee may rely and shall be fully protected in acting or refraining from acting upon any notice or other document reasonably believed by it to be genuine and correct and to have been signed by, or with the authority of, the proper person.

16.6 No action

- (a) The Bond Trustee shall not have any obligation to take any action under this Agreement unless it is indemnified or secured to its satisfaction (whether by way of payment in advance or otherwise) by the Debtors or the Bondholders for which it is the representative, as applicable, in accordance with the terms of the relevant Debt Documents.
- (b) The Bond Trustee is not required to indemnify any other person, whether or not a Party in respect of the transactions contemplated by this Agreement.

16.7 Instructions of the Security Agent

The Bond Trustee shall be under no obligation to instruct or direct the Security Agent to take any Enforcement Action unless it shall have been instructed to do so by the Bondholders for which it is the Bond Trustee and indemnified and/or secured to its satisfaction.

16.8 Illegality

The Bond Trustee may refrain from doing anything (including disclosing any information) which might, in its opinion, constitute a breach of any law or regulation and may do anything which, in its opinion, is necessary or desirable to comply with any law or regulation.

16.9 Agents

The Bond Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any attorney or agent appointed with reasonable care by it hereunder.

16.10 No requirement for Bond or Security

The Bond Trustee shall not be required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Agreement.

17. COSTS AND EXPENSES

17.1 Security Agent's ongoing costs

- (a) In the event of (i) a Default or (ii) the Security Agent considering it necessary or expedient or (iii) the Security Agent being requested by a Debtor or an Instructing Group, the Bond Trustee or the Super Senior Agent to undertake duties which the Security Agent and the Company agree to be of an exceptional nature and/or outside the scope of the normal duties of the Security Agent under the Debt Documents, the Company shall pay to the Security Agent any additional remuneration (together with any applicable VAT) that may be agreed between them.
- (b) If the Security Agent and the Company fail to agree upon the nature of those duties or upon any additional remuneration, that dispute shall be determined by appropriate

personnel with relevant experience employed by an investment bank of international standing and repute (acting as an expert and not as an arbitrator) selected by the Security Agent and approved by the Company or, failing approval, nominated (on the application of the Security Agent) by the Chief Judge of Oslo District Court (the costs of the nomination and of the investment bank being payable by the Company) and the determination of any investment bank shall be final and binding upon the parties to this Agreement.

17.2 Transaction expenses

The Company shall, promptly on demand, pay the Security Agent the amount of all costs and expenses (including legal fees) (together with any applicable VAT) properly and reasonably incurred by the Security Agent and any Receiver or Delegate in connection with the negotiation, preparation, printing, execution, syndication and perfection of:

- (a) this Agreement and any other documents referred to in this Agreement and the Transaction Security; and
- (b) any other Debt Documents executed after the date of this Agreement.

17.3 Stamp taxes

The Company shall pay and, within three Business Days of demand, indemnify the Security Agent against any cost, loss or liability the Security Agent incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Debt Document.

17.4 Interest on demand

If any Creditor or Debtor fails to pay any amount payable by it under this Agreement on its due date, interest shall accrue on the overdue amount (and be compounded with it) from the due date up to the date of actual payment (both before and after judgment and to the extent interest at a default rate is not otherwise being paid on that sum) at the rate which is one *per cent.* per annum over the rate at which the Security Agent was being offered, by leading banks in the Norwegian interbank market, deposits in an amount comparable to the unpaid amounts in the currencies of those amounts for any period(s) that the Security Agent may from time to time select.

17.5 Enforcement and preservation costs

The Company shall, within 5 Business Days of demand, pay to the Security Agent the amount of all costs and expenses (including legal fees and together with any applicable VAT) properly incurred by it in connection with the enforcement of or the preservation of any rights under any Debt Document and the Transaction Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Transaction Security or enforcing these rights.

18. INDEMNITIES

18.1 Debtors' indemnity

Each Debtor shall promptly indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability (together with any applicable VAT) incurred by any of them:

- (a) in relation to or as a result of:
 - (i) any failure by the Company to comply with obligations under Clause 16 (*bond trustee protection*)

18.2 Limitation of liability

- (a) This Agreement is executed and delivered by the Bond Trustee not individually or personally, but solely in its capacity as a Bond Trustee in the exercise of the powers and authority conferred and vested in it under the relevant Debt Documents.

- (b) In no case shall the Bond Trustee be:
 - (i) responsible or accountable in damages or otherwise to any other Party for any loss, damage or claim incurred by reason of any act or omission performed or omitted by it in good faith in accordance with this Agreement and in a manner that the Bond Trustee believed to be within the scope of the authority conferred on the Bond Trustee by this Agreement and the relevant Debt Documents or by law; or
 - (ii) personally liable for or on account of any of the statements, representations, warranties, covenants or obligations stated to be those of any other Party,

all such liability, if any, being expressly waived by the Parties and any person claiming by, through or under such Party, provided that the Bond Trustee shall be personally liable under this Agreement for its own gross negligence or wilful misconduct.
- (c) The Bond Trustee shall not have any responsibility for the actions of any individual Bondholder.
- (d) The Bond Trustee shall be liable to any Creditor (other than the Bondholders for which it is the representative) if the Bond Trustee shall in good faith mistakenly pay over or distribute to the Bondholders or to any other person cash, property or securities to which any Creditor (other than the Bondholders for which it is the representative) shall be entitled by virtue of this Agreement or otherwise.

18.3 Instructions, actions and reliance

- (a) In acting under and in accordance with this Agreement, the Bond Trustee shall act in accordance with the relevant Debt Documents and shall seek any necessary instruction from the relevant Bondholders, to the extent provided for, and in accordance with, the relevant Debt Documents, and where it so acts on the instructions of the Bondholders, the Bond Trustee shall not incur any liability to any person for so acting other than in accordance with the relevant Debt Documents.
- (b) Prior to taking any action under this Agreement or the relevant Debt Documents, as the case may be, the Bond Trustee may reasonably request and rely upon an opinion of counsel or opinion of another qualified expert, at the Parent's expense, as applicable; provided that any such opinions shall be at the expense of the relevant Bondholders, if such actions are on the instructions of the relevant Bondholders.

18.4 Turnover obligations

Notwithstanding any provision in this Agreement to the contrary, the Bond Trustee shall only have an obligation to turn over or repay amounts received or recovered under this Agreement by it:

- (a) if it had actual knowledge that the receipt or recovery is an amount received in breach of a provision of this Agreement (a "**Turnover Receipt**"); and
- (b) to the extent that, prior to receiving that knowledge, it has not distributed the amount of the Turnover Receipt to the Bondholders for which it is the representative in accordance with the provisions of the relevant Debt Documents.

18.5 No liability or obligation for the Bond Trustee

Notwithstanding any other provision in this Agreement:

- (a) the Bond Trustee shall not be liable for any failure by any Bondholder for which it is the representative to comply with any obligation such Bondholder may have under this Agreement, including (without limitation) under Clause 6 (*Turnover*), to make any payment or repayment, or any distribution or redistribution, to the Security Agent (or any other Creditor or person) of any amount received or recovered by that Bondholder under or in respect of any Debt Document; and

- (b) without limiting the generality of paragraph (a) above, the Bond Trustee:
 - (i) shall have no obligation to pay, repay, distribute or redistribute, or ensure the payment, repayment, distribution or redistribution of, any amount received or recovered by any Bondholder for which it is the representative under or in respect of any Debt Document which should have been paid, repaid, distributed or redistributed by such Bondholder to the Security Agent (or any Creditor or person) pursuant to the terms of this Agreement, including (without limitation) under Clause 6 (*Turnover*); and
 - (ii) shall not be liable for any damages, costs or losses to any Creditor or other person as result of any such failure by any Pari Passu Bondholder for which it is the Creditor Representative referred to in paragraph (a) above.

18.6 Reliance and information

- (a) The Bond Trustee may rely without enquiry on any notice, consent or certificate of the Security Agent, any other Creditor or any Hedge Counterparty as to the matters certified therein.
- (b) The Bond Trustee may rely and shall be fully protected in acting or refraining from acting upon any notice or other document reasonably believed by it to be genuine and correct and to have been signed by, or with the authority of, the proper person.

18.7 No action

- (a) The Bond Trustee shall not have any obligation to take any action under this Agreement unless it is indemnified or secured to its satisfaction (whether by way of payment in advance or otherwise) by the Debtors or the Bondholders for which it is the representative, as applicable, in accordance with the terms of the relevant Debt Documents.
- (b) The Bond Trustee is not required to indemnify any other person, whether or not a Party in respect of the transactions contemplated by this Agreement.

18.8 Instructions of the Security Agent

The Bond Trustee shall be under no obligation to instruct or direct the Security Agent to take any Enforcement Action unless it shall have been instructed to do so by the Bondholders for which it is the Bond Trustee and indemnified and/or secured to its satisfaction.

18.9 Illegality

The Bond Trustee may refrain from doing anything (including disclosing any information) which might, in its opinion, constitute a breach of any law or regulation and may do anything which, in its opinion, is necessary or desirable to comply with any law or regulation.

18.10 Agents

The Bond Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any attorney or agent appointed with reasonable care by it hereunder.

18.11 No requirement for Bond or Security

The Bond Trustee shall not be required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Agreement.

- (i) Costs and expenses);
- (ii) the taking, holding, protection or enforcement of the Transaction Security;
- (iii) the exercise of any of the rights, powers, discretions and remedies vested in the Security Agent, each Receiver and each Delegate by the Debt Documents or by law; or

- (iv) any default by any Debtor in the performance of any of the obligations expressed to be assumed by it in the Debt Documents; or
- (b) which otherwise relates to any of the Security Property or the performance of the terms of this Agreement (otherwise than as a result of its gross negligence or wilful misconduct).

18.12 Priority of indemnity

The Security Agent and every Receiver and Delegate may, in priority to any payment to the Secured Parties, indemnify itself out of the Security Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in Clause 18.1 (*Debtors' indemnity*) and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all moneys payable to it.

18.13 Secured Creditors' indemnity

- (a) Each Secured Creditor (other than the Security Agent) shall (in the proportion that the Liabilities due to it bears to the aggregate of the Liabilities due to all the Secured Creditors for the time being (or, if the Liabilities due to each of those Secured Creditors is zero, immediately prior to their being reduced to zero)), indemnify the Security Agent and every Receiver and every Delegate, within three Business Days of demand, against any cost, loss or liability incurred by any of them (otherwise than by reason of the relevant Security Agent's, Receiver's or Delegate's gross negligence, fraud or wilful default) in acting as Security Agent, Receiver or Delegate under the Debt Documents (unless the relevant Security Agent, Receiver or Delegate has been reimbursed by a Debtor pursuant to a Debt Document) and the Debtors shall jointly and severally indemnify each Secured Creditor against any payment made by it under this Clause 18 (*Indemnities*).
- (b) For the purposes only of paragraph (a) above, to the extent that any hedging transaction under a Hedging Agreement has not been terminated or closed-out, the Hedging Liabilities due to any Hedge Counterparty in respect of that hedging transaction will be deemed to be:
 - (i) if the relevant Hedging Agreement utilises an ISDA master agreement, the amount, if any, which would be payable to it under that Hedging Agreement in respect of those hedging transactions, if the date on which the calculation is made was deemed to be an Early Termination Date (as defined in the relevant ISDA master agreement) for which the relevant Debtor is the Defaulting Party (as defined in the relevant ISDA master agreement); or
 - (ii) if the relevant Hedging Agreement does not utilise an ISDA master agreement, the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be the date on which an event similar in meaning and effect (under that Hedging Agreement) to an Early Termination Date (as defined in any ISDA master agreement) occurred under that Hedging Agreement for which the relevant Debtor is in a position similar in meaning and effect (under that Hedging Agreement) to that of a Defaulting Party (under and as defined in the same ISDA master agreement),

that amount, in each case, to be certified by the relevant Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement.

19. INFORMATION

19.1 Information and dealing

- (a) The Creditors shall provide to the Security Agent from time to time (through their respective Agents in the case of a Bondholder or any other Creditor having appointed an Agent) any information (subject to such information being available to it) that the

Security Agent may reasonably specify as being necessary or desirable to enable the Security Agent to perform its functions as trustee.

- (b) Each Bondholder shall deal with the Security Agent exclusively through the Bond Trustee and the Hedge Counterparties shall deal directly with the Security Agent (and, unless an Agent has been appointed for it, not through any Agent).
- (c) No Agent shall be under any obligation to act as agent or otherwise on behalf of any Hedge Counterparty except as expressly provided for in, and for the purposes of, this Agreement.

19.2 Disclosure

- (a) Notwithstanding any agreement to the contrary, each of the Debtors consents, to the disclosure by any of the Secured Creditors, the Agents, and the Security Agent to each other (whether or not through an Agent or the Security Agent) or to the Bondholders of such information concerning the Debtors as any Secured Creditor or any Agent shall see fit.
- (b) The provisions of this Agreement shall under no circumstances be interpreted as prohibiting the Bond Trustee or the Security Agent from communicating with and disclosing information to Bondholders as provided for in the Bond Terms.

19.3 Notification of prescribed events

- (a) If an Event of Default either occurs or ceases to be continuing with respect to the Bond Liabilities, the Bond Trustee shall, upon becoming aware thereof, promptly notify the Security Agent and the Security Agent shall, upon receiving that notification, promptly notify each Hedge Counterparty, the Super Senior Agent and the Guarantee Facility Provider.
- (b) If an Event of Default either occurs or ceases to be continuing with respect to the Super Senior Liabilities, the Super Senior Agent shall, upon becoming aware thereof, promptly notify the Security Agent and the Security Agent shall, upon receiving that notification, promptly notify the Bond Trustee, each Hedge Counterparty and the Guarantee Facility Provider.
- (c) If an Event of Default either occurs or ceases to be continuing with respect to the Guarantee Facility Liabilities, the Guarantee Facility Provider shall, upon becoming aware thereof, promptly notify the Security Agent and the Security Agent shall, upon receiving that notification, promptly notify the Bond Trustee, each Hedge Counterparty and the Super Senior Agent.
- (d) If a Bond Acceleration Event occurs the Bond Trustee shall promptly upon becoming aware thereof notify the Security Agent and the Security Agent shall, upon receiving that notification, promptly notify each other Party.
- (e) If a Super Senior Acceleration Event occurs the Super Senior Agent shall promptly upon becoming aware thereof notify the Security Agent and the Security Agent shall, promptly upon receiving that notification, notify each other Party.
- (f) If a Hedging Acceleration Event occurs the relevant Hedge Counterparty shall promptly upon becoming aware thereof notify the Security Agent and the Security Agent shall, promptly upon receiving that notification, notify each other Party.
- (g) If a Guarantee Facility Acceleration Event occurs the Guarantee Facility Provider shall promptly upon becoming aware thereof notify the Security Agent and the Security Agent shall, promptly upon receiving that notification, notify each other Party.
- (h) If the Security Agent receives an Enforcement Notice from an Instructing Group it shall, upon receiving that notice, promptly notify, and send a copy of that notice to any Secured Parties not being part of that Instructing Group.

- (i) Before taking any steps or action to enforce any part of the Transaction Security, the Security Agent shall notify each Party of that action.
- (j) If a Debtor defaults on any Payment due under a Hedging Agreement, the Hedge Counterparty which is party to that Hedging Agreement shall, upon becoming aware of that default, promptly notify the Security Agent and the Company, and the Security Agent shall, upon receiving that notification, promptly notify the Bond Trustee, each other Hedge Counterparty and the Super Senior Agent.
- (k) If a Hedge Counterparty terminates or closes-out, in whole or in part, any hedging transaction under any Hedging Agreement it shall promptly notify the Security Agent and the Security Agent shall, upon receiving that notification, notify each Agent and each other Hedge Counterparty.
- (l) If a Bond Mandatory Redemption is waived the Bond Trustee shall promptly notify the Security Agent of the amount of the Bond Mandatory Redemption waived and the Security Agent shall, upon receiving that notification, promptly notify the Super Senior Agent and each Hedge Counterparty.
- (m) If an Super Senior Mandatory Prepayment is waived the Super Senior Agent shall promptly notify the Security Agent of the amount of the Super Senior Mandatory Prepayment waived and the Security Agent shall, promptly upon receiving that notification, notify the Bond Trustee and each Hedge Counterparty.
- (n) If any of the Outstanding Bonds (as defined in the Bond Terms) are to be redeemed or repaid in accordance with the terms of the Bond Terms (whether by way of exercise of the call option, repayment or otherwise) the Company shall promptly notify the Super Senior Agent, the Security Agent and each Hedge Counterparty that is providing exchange rate hedging arrangements of:
 - (i) the date and amount of that proposed redemption or repayment; and
 - (ii) any excess exposure that would result from that proposed redemption or repayment of such Hedge Counterparty's portion thereof (if any).
- (o) Upon the occurrence of the Bond Discharge Date, the Bond Trustee shall promptly notify the Security Agent that the Bond Discharge Date has occurred and the Security Agent shall, upon promptly receiving that notification, notify the Super Senior Agent and each other Party.
- (p) Upon the occurrence of the Super Senior Discharge Date, the Super Senior Agent shall promptly notify the Security Agent that the Super Senior Discharge Date has occurred and the Security Agent shall, upon receiving that notification, promptly notify the Bond Trustee and each other Party.

20. NOTICES

20.1 Communications in writing

Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by fax, e-mail or letter.

20.2 Security Agent's communications with other Secured Creditors

The Security Agent shall be entitled to carry out all dealings:

- (a) with the Bond Creditors through the Bond Trustee and the Super Senior Finance Parties through the Super Senior Agent and may give to the Bond Trustee or the Super Senior Agent, as applicable, any notice or other communication required to be given by the Security Agent to a Bond Creditor or the Super Senior Finance Parties, respectively;
- (b) with the Super Senior Agent and each Hedge Counterparty, directly with Super Senior Agent or that Hedge Counterparty; and

(c) with the Guarantee Facility Provider, directly with the Guarantee Facility Provider.

20.3 Addresses

The addresses and e-mail (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement must be addressed for the attention of such person, and sent to such address or e-mail address or any substitute address, e-mail address or department or officer which that Party may notify to the Security Agent (or the Security Agent may notify to the other Parties, if a change is made by the Security Agent) by not less than five Business Days' notice.

20.4 Delivery

Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

- (a) if by way of letter, when it has been left at the relevant address; or
- (b) if by e-mail, when the addressee has confirmed its receipt of the e-mail,

and, if a particular department or officer is specified as part of its address details provided under Clause 20.3 (*Addresses*), if addressed to that department or officer.

20.5 Notification of address and fax number

Promptly upon receipt of notification of an address and fax number or change of address or fax number pursuant to Clause 20.3 (*Addresses*) or changing its own address or fax number, the Security Agent shall notify the other Parties.

20.6 English language

- (a) Any notice given under or in connection with this Agreement must be in English.
- (b) All other documents provided under or in connection with this Agreement must be:
 - (i) in English; or
 - (ii) if not in English, accompanied by an English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

21. PRESERVATION

21.1 Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision under the law of any other jurisdiction will in any way be affected or impaired.

21.2 No impairment

If, at any time after its date, any provision of a Debt Document (including this Agreement) is not binding on or enforceable in accordance with its terms against a person expressed to be a party to that Debt Document, neither the binding nature nor the enforceability of that provision or any other provision of that Debt Document will be impaired as against the other party(ies) to that Debt Document.

21.3 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or

remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

21.4 Waiver of defences

The provisions of this Agreement will not be affected by an act, omission, matter or thing which, but for this Clause 21.4 (*Waiver of defences*), would reduce, release or prejudice the subordination and priorities expressed to be created by this Agreement including (without limitation and whether or not known to any Party):

- (a) any time, waiver or consent granted to, or composition with, any Debtor or other person;
- (b) the release of any Debtor or any other person under the terms of any composition or arrangement with any creditor of any Debtor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Debtor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Debtor or other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Debt Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Debt Document or any other document or security;
- (g) any intermediate Payment of any of the Liabilities owing to the Secured Creditors in whole or in part; or
- (h) any insolvency or similar proceedings.

21.5 Priorities not affected

Except as otherwise provided in this Agreement the priorities referred to in Clause 3 (*Ranking and Priority*) will:

- (a) not be affected by any reduction or increase in the principal amount secured by the Transaction Security in respect of the Liabilities owing to the Secured Creditors or by any intermediate reduction or increase in, amendment or variation to any of the Debt Documents, or by any variation or satisfaction of, any of the Liabilities or any other circumstances;
- (b) apply regardless of the order in which or dates upon which this Agreement and the other Debt Documents are executed or registered or notice of them is given to any person; and
- (c) secure the Liabilities owing to the Secured Creditors in the order specified, regardless of the date upon which any of the Liabilities arise or of any fluctuations in the amount of any of the Liabilities outstanding.

22. CONSENTS, AMENDMENTS AND OVERRIDE

22.1 Required consents

- (a) Subject to paragraph (b) below and to Clause 22.5 (*Exceptions*) this Agreement may be amended or waived only with the consent of the Hedge Counterparties, the Super Senior Agent, the Bond Trustee, the Security Agent and the Guarantee Facility Provider.
- (b) An amendment or waiver that has the effect of changing or which relates to:

- (i) Clause 7 (*Enforcement of Transaction Security*), Clause 9 (*Distressed Disposals*) or this Clause 22 (*Consents, Amendments and Override*);
- (ii) paragraphs (c)(iii), (d) and (e) of Clause 13.3 (*Instructions to Security Agent and exercise of discretion*); or
- (iii) the order of priority or subordination under this Agreement,

shall not be made without the consent of:

- (A) the Super Senior Agent;
- (B) the Bond Trustee;
- (C) each Hedge Counterparty (to the extent that the amendment or waiver would adversely affect the Hedge Counterparty);
- (D) the Guarantee Facility Provider; and
- (E) the Security Agent.

22.2 Amendments and Waivers: Secured Creditors

Each Secured Creditor may amend or waive the terms of the relevant Debt Documents for the Secured Creditor Liabilities owed to such Secured Creditor (other than this Agreement or any Security Document) in accordance with their terms at any time. No amendment or waiver may be made or given that has the effect of changing or which relates to an amendment to any material term of this Agreement (including to the order of priority or subordination under this Agreement) without the prior written consent of the other Secured Creditors.

22.3 Amendments and Waivers: Security Documents

- (a) Subject to Clause 22.5 (*Exceptions*), the Security Agent may, if authorised by the Super Senior Agent, the Bond Trustee, the Hedge Counterparties, the Guarantee Facility Provider and if the Parent consents, amend subject to paragraph (b) below, the terms of, waive any of the requirements of or grant consents under, any of the Security Documents, which shall be binding on each Party.
- (b) The prior consent of the Secured Creditors is required to authorise any amendment or waiver of, or consent under, any Security Document which would affect the nature or scope of the Security Property or the manner in which the proceeds of enforcement of the Transaction Security are distributed.

22.4 Effectiveness

Any amendment, waiver or consent given in accordance with this Clause 22 (*Consents, Amendments and Override*) will be binding on all Parties and the Security Agent may effect, on behalf of any Agent or any Creditor, any amendment, waiver or consent permitted by this Clause 22 (*Consents, Amendments and Override*).

22.5 Exceptions

- (a) If the amendment, waiver or consent with respect to a Security Document may impose new or additional obligations on or withdraw or reduce the rights of any Party under such Security Document (other than in the case of a Debtor, to the extent consented to by the Parent under paragraph (a) of Clause 22.3 (*Amendments and Waivers: Security Documents*)), the consent of that Party is required.
- (b) An amendment, waiver or consent with respect to a Security Document which relates to the rights or obligations of the Bond Trustee, the Super Senior Agent, the Security Agent (including, without limitation, any ability of the Security Agent to act in its discretion under this Agreement), the Guarantee Facility Provider or a Hedge Counterparty may not be effected without the consent of that Party.

22.6 No liability

None of the Secured Creditors, the Bond Trustee and the Super Senior Agent will be liable to any other Creditor, Agent or Debtor for any Consent given or deemed to be given under this Clause 22 (*Consents, Amendments and Override*).

22.7 Agreement to override

Unless expressly stated otherwise in this Agreement, this Agreement overrides anything in the Debt Documents to the contrary.

22.8 Limitation

The obligations of each Debtor or other Intra-Group Lender incorporated in Norway (other than the Company) under (i) Clause 6 (Turnover) and (ii) under any indemnity or other undertaking for the obligations of another company which is not a direct or indirect Subsidiary of such Debtor, shall be limited if (and only if) required by the mandatory provisions of Chapter 8 of the Norwegian Limited Liability Companies Act of 1997 ("*aksjeloven*") regulating among other things the distribution of assets.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

24. GOVERNING LAW AND JURISDICTION

24.1 Governing law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Norwegian law.

24.2 Jurisdiction

- (a) The courts of Norway have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "**Dispute**").
- (b) The Parties agree that Oslo District Court ("*Oslo tingrett*") is the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

**Schedule 1
List of Parties**

**Part I
The Original Super Senior Lenders**

Name	Registration number
Danske Bank, Norwegian Branch	977 074 010

**Part II
The Original Intra-Group Lenders**

Name	Registration number	Jurisdiction of incorporation
Beerenberg Services AS	926 146 459	Norway
Beerenberg Holding AS	889 694 742	Norway
Beerenberg AS	998 789 362	Norway

**Part III
The Original Debtors**

Name	Registration number	Jurisdiction of incorporation
Beerenberg Services AS	926 146 459	Norway
Beerenberg Holding AS	889 694 742	Norway
Beerenberg AS	998 789 362	Norway

Schedule 2 Security Documents

1. A first priority share pledge in respect of all the issued shares in all of the Guarantors (other than the Issuer);
2. Floating charges over the operational assets (in Norwegian: "*driftstilbehørspant*") of each Guarantor incorporated in Norway (other than the Company and the Issuer), including, in relation to Beerenberg Services AS the floating charge over operating assets dated 25 June 2014 (the "**Operating Asset Charges**");
3. Floating charges over the trade receivables (in Norwegian: "*factoringpant*") of each Guarantor incorporated in Norway (other than the Company and the Issuer), including, in relation to Beerenberg Services AS the floating charge over trade receivables dated 25 June 2014 (the "**Charges over Trade Receivables**");
4. Floating charges over the inventory (in Norwegian: "*varelagerpant*") of each Guarantor incorporated in Norway (other than the Company and the Issuer), including, in relation to Beerenberg Services AS the floating charge over inventory dated 25 June 2014 (the "**Inventory Charges**", and together with the Operating Asset Charges and the Charges over Trade Receivables, the "**Floating Charges**");
5. A first priority pledge over any Intercompany Loans which are established with proceeds from the Bond Issue;
6. A first priority pledge over any Intercompany Loans from the Issuer to any its Subsidiaries, having an aggregate amount (between the same parties) of NOK 5,000,000 or more; and
7. the Guarantee Agreement.

Schedule 3
Form of Debtor Accession Agreement

This agreement is made on [date] by the Acceding Debtor in relation to an intercreditor agreement (the "**Intercreditor Agreement**") originally dated 10 December 2020 (as subsequently amended) between, amongst others, Beerenberg Holding AS as Company, Nordic Trustee AS as Security Agent and as Bond Trustee, Danske Bank A/S as Super Senior Agent and the other Debtors (each as defined in the Intercreditor Agreement).

The Acceding Debtor intends to [incur Liabilities under the following documents]/[give a guarantee, indemnity or other assurance against loss in respect of Liabilities under the following documents]:

[Insert details (date, parties and description) of relevant documents]

the "**Relevant Documents**".

IT IS AGREED as follows:

1. Terms defined in the Intercreditor Agreement shall, unless otherwise defined in this Agreement, bear the same meaning when used in this Agreement.
2. The Acceding Debtor and the Security Agent agree that the Security Agent shall hold:
 - (a) any Security in respect of Liabilities created or expressed to be created pursuant to the Relevant Documents;
 - (b) all proceeds of that Security; and
 - (c) all obligations expressed to be undertaken by the Acceding Debtor to pay amounts in respect of the Liabilities to the Security Agent as agent and trustee for the Secured Parties (in the Relevant Documents or otherwise) and secured by the Transaction Security together with all representations and warranties expressed to be given by the Acceding Debtor (in the Relevant Documents or otherwise) in favour of the Security Agent as agent and trustee for the Secured Parties,

as escrow funds to be held separately on account) for the other Secured Parties on the terms and conditions contained in the Intercreditor Agreement.
3. The Acceding Debtor confirms that it intends to be party to the Intercreditor Agreement as a Debtor, undertakes to perform all the obligations expressed to be assumed by a Debtor under the Intercreditor Agreement and agrees that it shall be bound by all the provisions of the Intercreditor Agreement as if it had been an original party to the Intercreditor Agreement.
4. [In consideration of the Acceding Debtor being accepted as an Intra-Group Lender for the purposes of the Intercreditor Agreement, the Acceding Debtor also confirms that it intends to be party to the Intercreditor Agreement as an Intra-Group Lender, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by an Intra-Group Lender and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement].

[4]/[5] This Agreement and any non-contractual obligations arising out of or in connection with it] [is/are is governed by, Norwegian law.

THIS AGREEMENT has been signed on behalf of the Security Agent by the Acceding Debtor and is delivered on the date stated above.

The Acceding Debtor

By: *[Full name of Acceding Debtor]*

Signature of authorised signatory

Address for notices:

Address:

Fax:

The Security Agent

[Full Name of Current Security Agent]

By:

Date:

Schedule 4
Form of Creditor/Agent Accession Undertaking

To: *[Insert full name of current Security Agent]* for itself and each of the other parties to the Intercreditor Agreement referred to below.

[To: *[Insert full name of current Bond Trustee]* as Bond Trustee.]

From: *[Acceding Creditor/Agent]*

THIS UNDERTAKING is made on [date] by [insert full name of new Bond Creditor/ Super Senior Agent/Super Senior Lender/Hedge Counterparty /Bond Trustee / Guarantee Facility Provider / Intra-Group Lender/the Sponsor] (the "**Acceding [Bond Creditor/ Super Senior Agent/Super Senior Lender/ Hedge Counterparty/ /Bond Trustee / Intra-Group Lender/[the Sponsor]]**") in relation to the intercreditor agreement (the "**Intercreditor Agreement**") originally dated 10 December 2020 (as subsequently amended) between, amongst others, Beerenberg Holdco II AS as Company, Nordic Trustee AS as Security Agent and as Bond Trustee, Danske Bank A/S as Super Senior Agent and the other Debtors (each as defined in the Intercreditor Agreement). Terms defined in the Intercreditor Agreement shall, unless otherwise defined in this Undertaking, bear the same meanings when used in this Undertaking.

In consideration of the Acceding [Bond Creditor/Super Senior Agent/Super Senior Lender/Hedge Counterparty//Bond Trustee /Intra-Group Lender] being accepted as a [Bonds Creditor/Super Senior Agent/Super Senior Lender/Hedge Counterparty/Bond Trustee/ Intra-Group Lender/[the Sponsor]] for the purposes of the Intercreditor Agreement, the Acceding [Bond Creditor/Super Senior Agent/Super Senior Lender/Hedge Counterparty/Bond Trustee / Intra-Group Lender[the Sponsor]] confirms that, as from [date], it intends to be party to the Intercreditor Agreement as a [Bond Creditor/Super Senior Agent/Super Senior Lender/Hedge Counterparty/Bond Trustee / /Intra-Group Lender[the Sponsor]] and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a [Bond Creditor/Super Senior Agent/Super Senior Lender/Hedge Counterparty/Bond Trustee/ Intra-Group Lender[the Sponsor]] and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.

This Undertaking and any non-contractual obligations arising out of or in connection with it are governed by Norwegian law.

THIS UNDERTAKING has been entered into on the date stated above and is executed by the Acceding Creditor, if it is acceding as an Intra-Group Lender and is delivered on the date stated above.

Acceding [Creditor/Agent]
[insert full name of Acceding Creditor/Agent]

By:
Address:
Fax:

Accepted by the Security Agent

[Accepted by the Bond Trustee]

for and on behalf of
[Insert full name of current Security Agent]
Date:

for and on behalf of
[Insert full name of Bond Trustee]
Date:]

Schedule 5
Form of Debtor Resignation Request

To: [] as Security Agent

From: [*resigning Debtor*] and [*Parent*]

Dated:

Dear Sirs

Beerenberg AS – Intercreditor Agreement originally dated 10 December 2020 (as subsequently amended) (the "Intercreditor Agreement")

1. We refer to the Intercreditor Agreement. This is a Debtor Resignation Request. Terms defined in the Intercreditor Agreement have the same meaning in this Debtor Resignation Request unless given a different meaning in this Debtor Resignation Request.
2. Pursuant to Clause 15.11 (Resignation of a Debtor) of the Intercreditor Agreement we request that [*resigning Debtor*] be released from its obligations as a Debtor under the Intercreditor Agreement.
3. We confirm that:
 - (a) no Default is continuing or would result from the acceptance of this Debtor Resignation Request; and
 - (b) no payment is due from the Resigning Debtor under any of the Debt Documents entered into or executed with or in favour of any Secured Creditor.
4. This letter and any non-contractual obligations arising out of or in connection with it are governed by Norwegian law.

[*Parent*]

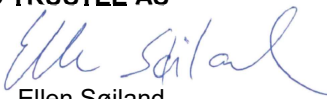
[*resigning Debtor*]

By:

By:

The Security Agent

For and on behalf of
NORDIC TRUSTEE AS

By: 

Name: Ellen Søliland

Title: Authorised signatory

The Bond Trustee

For and on behalf of
NORDIC TRUSTEE AS

By: 

Name: Ellen Søliland

Title: Authorised signatory

The Super Senior Agent

For and on behalf of
DANSKE BANK A/S

By:

Name:

Title:

The Hedge Counterparty

For and on behalf of
DANSKE BANK A/S

By:

Name:

Title:

The Super Senior Lender

For and on behalf of
DANSKE BANK, NORWEGIAN BRANCH

By:

Name:

Title:

The Security Agent

For and on behalf of
NORDIC TRUSTEE AS

By:

Name:

Title:

The Bond Trustee

For and on behalf of
NORDIC TRUSTEE AS

By:

Name:

Title:

The Super Senior Agent

For and on behalf of
DANSKE BANK A/S

By:

Name:

Title:


Torstein S. Kvamme
Head of Loan Capital Markets
Danske Bank Norway




The Hedge Counterparty

For and on behalf of
DANSKE BANK A/S

By:

Name:

Title:


Torstein S. Kvamme
Head of Loan Capital Markets
Danske Bank Norway




The Super Senior Lender

For and on behalf of
DANSKE BANK, NORWEGIAN BRANCH

By:

Name:

Title:


Torstein S. Kvamme
Head of Loan Capital Markets
Danske Bank Norway




The Parent

For and on behalf of
BEERENBERG AS

By: 

Name: HARALD HALVORSEN

Title: CFO

The Company

For and on behalf of
BEERENBERG HOLDING AS

By: 

Name: HARALD HALVORSEN

Title: CFO

The Original Debtors and Intra-Group Lenders

For and on behalf of
BEERENBERG SERVICES AS

By: 

Name: HARALD HALVORSEN

Title: CFO

For and on behalf of
BEERENBERG AS

By: 

Name: HARALD HALVORSEN

Title: CFO

For and on behalf of
BEERENBERG HOLDING AS

By: 

Name: HARALD HALVORSEN

Title: CFO

APPENDIX 4

ÅRSRAPPORT 2020

FOR

BEERENBERG HOLDING AS

BEERENBERG HOLDING AS

Styrets årsberetning for 2020

Beerenberg Holding AS er et heleiet datterselskap av Beerenberg AS. Selskapet inngår i konsernet Beerenberg AS og konsernregnskap kan fås utlevert ved å kontakte Brønnøysundregistrene. Konsernregnskap foreligger også på selskapets hjemmeside.

Selskapet er lokalisert i Norge med hovedkontor på Kokstad i Bergen.

Beerenberg Holding AS hadde i 2020 ingen driftsinntekter. Selskapets driftskostnader er kostnader til revisjon og rådgivning.

Årets regnskapsmessige resultat for 2020 ble TNOK 0,-.

Det er ingen operasjonell drift i selskapet ut over forvaltning av eierskapet i selskapets 100 % eide selskap Beerenberg Services AS.

I årsregnskapet er forutsetningen om fortsatt drift lagt til grunn da det etter styrets oppfatning ikke er forhold som tilsier noe annet.

Selskapet er ikke eksponert for endringer i valutakurser, da de finansielle midlene er i norske kroner.

Selskapet har ingen drift som påvirker det ytre miljø.

Det var ikke ansatte i selskapet gjennom 2020 eller ved utgangen av regnskapsåret.

Selskapets styre består av 4 menn og 2 kvinner.

Etter styrets oppfatning gir det fremlagte resultatregnskap og balanse med tilhørende noter fylldiggjørende informasjon om driften og stillingen ved årsskiftet for selskapet.

Hendelser etter balansedagen

Det ikke inntrådt forhold etter regnskapsårets utgang som er av betydning for bedømmelse av selskapets stilling

Bergen, den 8. april 2021

I Styret for Beerenberg Holding AS

Ketil Lenning
Styreformann

Ingelise Arntsen
Styremedlem

Sebastian Ehrnrooth
Styremedlem

Hilde Drønen
Styremedlem

Svein Eggen
Styremedlem

Morten H. Walde
Styremedlem

Arild Apelthun
Adm.Dir.

Beerenberg Holding AS

Resultatregnskap

Beløp i NOK 1,000	Note	2020	2019
Andre inntekter		17	0
Sum inntekter		17	0
Driftskostnader			
Annen driftskostnad	7	29	29
Sum driftkostnader		29	29
Driftsresultat		-12	-29
Inntekt på investering i datterselskap		1 569	2 901
Renteinntekt fra foretak i samme konsern		4 413	4 271
Rentekostnad til foretak i samme konsern		4 409	4 250
Annen finanskostnad		1 561	2 893
Resultat av finansposter	8	12	29
Ordinært resultat		0	0
Skattekostnad på ordinært resultat	6	0	0
Årsresultat		0	0

Beerenberg Holding AS

Balanse

Amounts in NOK 1,000	Note	2020	2019
Eiendeler			
Investeringer i datterselskap	1	737 706	737 706
Sum finansielle anleggsmidler		737 706	737 706
Sum anleggsmidler		737 706	737 706
Omløpsmidler			
Fordringer			
Andre kortsiktige fordringer		1 575	2 901
Sum fordringer		1 575	2 901
Bankinnskudd, kontanter o.l.	1	1 629	303
Sum omløpsmidler		3 204	3 204
Sum eiendeler		740 910	740 910
Egenkapital og gjeld			
Egenkapital			
Innskutt egenkapital			
Aksjekapital	3,4	58 462	58 462
Overkurs	4	563 409	563 409
Sum innskutt egenkapital		621 871	621 871
Opptjent egenkapital			
Annen egenkapital	4	119 038	119 039
Sum opptjent egenkapital		119 038	119 039
Sum egenkapital		740 910	740 910
Sum egenkapital og gjeld		740 910	740 910

Bergen 08.04.2021
Styret i Beerenberg Holding AS

Ketil Lenning
Styreleder

Sebastian Ehrnrooth

Svein Eggen

Ingelise Arntsen

Hilde Drønen

Morten Walde

Arild Apelthun
Daglig leder

Beerenberg Holding AS

Kontantstrømoppstilling

		01.01 - 31.12	
Beløp i tusen kroner	Note	2020	2019
Kontantstrømmer fra operasjonelle aktiviteter			
Resultat før skattekostnad		0	0
Periodens betalte skatt	5	0	0
Endring i andre tidsavgrensingsposter		-6	0
Netto kontantstrøm fra operasjonelle aktiviteter		-6	0
Kontantstrømmer fra finansieringsaktiviteter			
Innbetaling av konsernbidrag	7	2 901	1 451
Årets resultatførte konsernbidrag	7	-1 569	-2 901
Netto kontantstrøm fra finansieringsaktiviteter		1 332	-1 450
Netto endring i kontanter og kontantekvivalenter		1 326	-1 450
Kontanter og kontantekvivalenter 01.01		303	1 753
Kontanter og kontantekvivalenter 31.12		1 629	303

Regnskapsprinsipper

Årsregnskapet er satt opp i samsvar med regnskapsloven og god regnskapsskikk.

Klassifisering av balanseposter

Eiendeler bestemt til varig eie eller bruk er klassifisert som anleggsmidler. Eiendeler som er knyttet til varekretsløpet er klassifisert som omløpsmidler. Fordringer klassifiseres som omløpsmidler hvis de skal tilbakebetales i løpet av ett år. For gjeld er analoge kriterier lagt til grunn. Første års avdrag på langsiktige fordringer og langsiktig gjeld klassifiseres likevel ikke som omløpsmiddel og kortsiktig gjeld.

Skatt

Skattekostnaden i resultatregnskapet omfatter både periodens betalbare skatt og endring i utsatt skatt. Utsatt skatt beregnes med aktuell skattesats på grunnlag av de midlertidige forskjeller som eksisterer mellom regnskapsmessige og skattemessige verdier, samt eventuelt ligningsmessig underskudd til fremføring ved utgangen av regnskapsåret. Skatteøkende og skattereduserende midlertidige forskjeller som reverserer eller kan reversere i samme periode er utlignet.

Investering i datterselskap

Datterselskap vurderes etter kostmetoden i selskapsregnskapet. Investeringen er vurdert til anskaffelseskost for aksjene med mindre nedskrivning har vært nødvendig. Det er foretatt nedskrivning til virkelig verdi når verdifall skyldes årsaker som ikke kan antas å være forbigående og det må anses nødvendig etter god regnskapsskikk. Nedskrivninger er reversert når grunnlaget for nedskrivning ikke lenger er til stede.

Mottatte utdelinger resultatføres i utgangspunktet som inntekt. Utdelinger som overstiger andel av opptjent egenkapital etter kjøpet føres som reduksjon av anskaffelseskost. Utbytte/konsernbidrag fra datterselskap regnskapsføres det samme året som datterselskapet avsetter beløpet.

Gjeld

Gjeld balanseføres til nominelt gjeldsbeløp.

Noter

(Beløp i NOK 1000)

Note 1 Langsiktige investeringer i andre selskaper

Datterselskap:

	Forretnings- kontor	Eierandel/ stemme- andel	Egenkapital 2020 100 %	Resultat 2020 100 %
Beerenberg Services AS	Bergen	100 %	261 084	110 979

Mellomværende med selskap i samme konsern m.v.:

Andre kortsiktige fordringer

	2020	2019
Beerenberg Services AS	1 569	2 901
Sum	1 569	2 901

Selskapet har stilt en solidarisk kausjon for Beerenberg Services AS og Beerenberg AS.

Beerenberg Holding AS har mottatt konsernbidrag fra Beerenberg Services AS (datterselskap) på 1 569.

Iht regnskapslovens § 3-7 utarbeides ikke konsernregnskap da selskapet selv er datterselskap i konsernet Beerenberg AS. Konsernregnskap for Beerenberg AS kan fås utlevert ved å kontakte Brønnøysundregistrene, og foreligger også på selskapets hjemmesider.

Note 2 Bundne midler

Selskapet har ingen bundne midler per 31.12.20.

Note 3 Aksjekapital og aksjonærinformasjon

Aksjekapitalen på kr. 58 462 består av 194 226 aksjer à kr. 301.

Selskapets aksjonær per 31.12.2020 var:

Aksjonær	Aksjer	Eierandel	Stemme- andel
Beerenberg AS	194 226	100 %	100 %
Sum	194 226	100 %	100 %

Note 4 Egenkapital

	Aksjekapital	Overkurs	Annen egenkapital	Sum
Egenkapital 01.01.2020	58 462	563 409	119 039	740 910
Årets resultat	0	0	0	0
Egenkapital 31.12.2020	58 462	563 409	119 038	740 910

Note 5 Pantstillelser og garantier m.v.

Gjeld som er sikret ved pant o.l.	2020	2019
Gjeld til kredittinstitusjoner	0	0
Sum	0	0

Beerenberg Holding AS er solidarisk ansvarlig med konsernet Beerenberg Services AS, og morselskap Beerenberg AS, for obligasjonslån som Beerenberg AS har tatt opp.

Beerenberg's likviditet er organisert i en konsernkontoordning der Beerenberg Services AS er eier av ordningen.

Note 6 Skatt

Beregning av utsatt skatt/utsatt skattefordel	2020	2019
Midlertidige forskjeller		
Netto midlertidige forskjeller	0	0
Grunnlag for utsatt skatt/skattefordel	0	0
Utsatt skattefordel	0	0
Utsatt skattefordel i balansen	0	0

Grunnlag for skattekostnad, endring i utsatt skatt og betalbar skatt	2020	2019
Resultat før skatt	0	0
Permanente forskjeller	0	0
Grunnlag for årets skattekostnad	0	0
Endring i forskjeller som inngår i grunnlag for utsatt skatt/skattefordel	0	0
Grunnlag for betalbar skatt i resultatregnskapet	0	0
Skattepliktig inntekt (grunnlag for betalbar skatt i balansen)	0	0

Fordeling av skattekostnaden

Betalbar skatt i balansen	0	0
Sum betalbar skatt i skattekostnaden	0	0
Endring i utsatt skattefordel	0	0
Skattekostnad	0	0

Note 7 Andre driftskostnader, lønnskostnader, antall ansatte, godtgjørelser, lån til ansatte m.v.

Selskapet har ikke hatt ansatte i 2020 og er ikke pliktige til å ha tjenstepensjonsordning etter lov om obligatorisk tjenstepensjon. Det har i 2020 ikke blitt gitt godtgjørelse til daglig leder eller medlemmer av styret.

Kostnadsført godtgjørelse til revisor	2020	2019
Lovpålagt revisjon (inkludert teknisk utarbeidelse av selskapsregnskap)	10	16
Andre attestasjonstjenester	0	0
Skatterådgivning	8	8
Andre tjenester utenfor revisjon	0	0
Sum	18	24

Oppgitte beløp er eks. merverdiavgift.

Note 8 Spesifikasjon av finansinntekter og finanskostnader

Finansinntekter	2020	2019
Inntekt på investering i datterselskap	1 569	2 901
Renteinntekt fra andre foretak i samme konsern	4 413	4 271
Sum finansinntekter	5 982	7 172

Finanskostnader	2020	2019
Rentekostnad til andre foretak i samme konsern	4 409	4 250
Annen finanskostnad	1 561	2 893
Sum finanskostnader	5 970	7 143

Note 9 Hendelser etter balansedagen

Det ikke inntrådt forhold etter regnskapsårets utgang som er av betydning for bedømmelse av selskapets stilling



Til generalforsamlingen i Beerenberg Holding AS

Uavhengig revisors beretning

Uttalelse om revisjonen av årsregnskapet

Konklusjon

Vi har revidert Beerenberg Holding AS' årsregnskap som består av balanse per 31. desember 2020, resultatregnskap og kontantstrømoppstilling for regnskapsåret avsluttet per denne datoen og noter til årsregnskapet, herunder et sammendrag av viktige regnskapsprinsipper.

Etter vår mening er det medfølgende årsregnskapet avgitt i samsvar med lov og forskrifter og gir et rettviseende bilde av selskapets finansielle stilling per 31. desember 2020, og av dets resultater og kontantstrømmer for regnskapsåret avsluttet per denne datoen i samsvar med regnskapslovens regler og god regnskapsskikk i Norge.

Grunnlag for konklusjonen

Vi har gjennomført revisjonen i samsvar med lov, forskrift og god revisjonsskikk i Norge, herunder de internasjonale revisjonsstandardene International Standards on Auditing (ISA-ene). Våre oppgaver og plikter i henhold til disse standardene er beskrevet i Revisors oppgaver og plikter ved revisjon av årsregnskapet. Vi er uavhengige av selskapet slik det kreves i lov og forskrift, og har overholdt våre øvrige etiske forpliktelser i samsvar med disse kravene. Etter vår oppfatning er innhentet revisjonsbevis tilstrekkelig og hensiktsmessig som grunnlag for vår konklusjon.

Øvrig informasjon

Ledelsen er ansvarlig for øvrig informasjon. Øvrig informasjon omfatter informasjon i årsrapporten bortsett fra årsregnskapet og den tilhørende revisjonsberetningen.

Vår uttalelse om revisjonen av årsregnskapet dekker ikke øvrig informasjon, og vi attesterer ikke den øvrige informasjonen.

I forbindelse med revisjonen av årsregnskapet er det vår oppgave å lese øvrig informasjon med det formål å vurdere hvorvidt det foreligger vesentlig inkonsistens mellom øvrig informasjon og årsregnskapet, kunnskap vi har opparbeidet oss under revisjonen, eller hvorvidt den tilsynelatende inneholder vesentlig feilinformasjon.

Dersom vi konkluderer med at den øvrige informasjonen inneholder vesentlig feilinformasjon er vi pålagt å rapportere det. Vi har ingenting å rapportere i så henseende.

Styrets og daglig leders ansvar for årsregnskapet

Styret og daglig leder (ledelsen) er ansvarlig for å utarbeide årsregnskapet i samsvar med lov og forskrifter, herunder for at det gir et rettviseende bilde i samsvar med regnskapslovens regler og god regnskapsskikk i Norge. Ledelsen er også ansvarlig for slik internkontroll som den finner nødvendig for å kunne utarbeide et årsregnskap som ikke inneholder vesentlig feilinformasjon, verken som følge av misligheter eller utilsiktede feil.



Ved utarbeidelsen av årsregnskapet må ledelsen ta standpunkt til selskapets evne til fortsatt drift og opplyse om forhold av betydning for fortsatt drift. Forutsetningen om fortsatt drift skal legges til grunn for årsregnskapet så lenge det ikke er sannsynlig at virksomheten vil bli avvirket.

Revisors oppgaver og plikter ved revisjonen av årsregnskapet

Vårt mål med revisjonen er å oppnå betryggende sikkerhet for at årsregnskapet som helhet ikke inneholder vesentlig feilinformasjon, verken som følge av misligheter eller utilsiktede feil, og å avgi en revisjonsberetning som inneholder vår konklusjon. Betryggende sikkerhet er en høy grad av sikkerhet, men ingen garanti for at en revisjon utført i samsvar med lov, forskrift og god revisjonsskikk i Norge, herunder ISA-ene, alltid vil avdekke vesentlig feilinformasjon som eksisterer. Feilinformasjon kan oppstå som følge av misligheter eller utilsiktede feil. Feilinformasjon blir vurdert som vesentlig dersom den enkeltvis eller samlet med rimelighet kan forventes å påvirke økonomiske beslutninger som brukerne foretar basert på årsregnskapet.

For videre beskrivelse av revisors oppgaver og plikter vises det til:
<https://revisorforeningen.no/revisjonsberetninger>

Uttalelse om andre lovmessige krav

Konklusjon om årsberetningen

Basert på vår revisjon av årsregnskapet som beskrevet ovenfor, mener vi at opplysningene i årsberetningen om årsregnskapet og forutsetningen om fortsatt drift er konsistente med årsregnskapet og i samsvar med lov og forskrifter.

Konklusjon om registrering og dokumentasjon

Basert på vår revisjon av årsregnskapet som beskrevet ovenfor, og kontrollhandlinger vi har funnet nødvendig i henhold til internasjonal standard for attestasjonsoppdrag (ISAE) 3000 «Attestasjonsoppdrag som ikke er revisjon eller forenklet revisorkontroll av historisk finansiell informasjon», mener vi at ledelsen har oppfylt sin plikt til å sørge for ordentlig og oversiktlig registrering og dokumentasjon av selskapets regnskapsopplysninger i samsvar med lov og god bokføringsskikk i Norge.

Bergen, 8. april 2021
PricewaterhouseCoopers AS

Marius Kaland Olsen
Statsautorisert revisor
(elektronisk signert)

Revisjonsberetning

Signers:

Name	Method	Date
Olsen, Marius Kaland	BANKID_MOBILE	2021-04-08 18:24

**This document package contains:**

- Closing page (this page)
- The original document(s)
- The electronic signatures. These are not visible in the document, but are electronically integrated.



This file is sealed with a digital signature.
The seal is a guarantee for the authenticity
of the document.

APPENDIX 5

ÅRSRAPPORT 2019

FOR

BEERENBERG HOLDING AS



BEERENBERG HOLDING AS

Styrets årsberetning for 2019

Beerenberg Holding AS er et heleiet datterselskap av Beerenberg AS. Selskapet inngår i konsernet Beerenberg AS og konsernregnskap kan fås utlevert ved å kontakte Brønnøysundregistrene. Konsernregnskap foreligger også på selskapets hjemmeside.

Selskapet er lokalisert i Norge med hovedkontor på Kokstad i Bergen.

Beerenberg Holding AS hadde i 2019 ingen driftsinntekter. Selskapets driftskostnader er kostnader til revisjon og rådgivning.

Årets regnskapsmessige resultat for 2019 ble TNOK 0,-.

Det er ingen operasjonell drift i selskapet ut over forvaltning av eierskapet i selskapets 100 % eide selskap Beerenberg Services AS.

I årsregnskapet er forutsetningen om fortsatt drift lagt til grunn da det etter styrets oppfatning, til tross for potensielle effekter av hendelsene etter balansedagen, ikke er forhold som tilsier noe annet.

Selskapet er ikke eksponert for endringer i valutakurser, da de finansielle midlene er i norske kroner.

Selskapet har ingen drift som påvirker det ytre miljø.

Det var ikke ansatte i selskapet gjennom 2019 eller ved utgangen av regnskapsåret.

Selskapets styre består av 4 menn og 2 kvinner.

Etter styrets oppfatning gir det fremlagte resultatregnskap og balanse med tilhørende noter fylldiggjørende informasjon om driften og stillingen ved årsskiftet for selskapet.

Hendelser etter balansedagen

I midten av mars slo Covid-19 pandemien inn i Norge. Selv om dette ikke har direkte effekt for selskapet har det effekt for selskapets datterselskap som kommenteres i det følgende.

Covid-19 pandemien medførte umiddelbare innvirkninger fra midten av mars 2020. I de fleste prosjekter i Norge gikk vi fra høy aktivitet til minimumsaktivitet etter hvert som statlige og kunde krav knyttet til smittebegrensning og karanteneregler ble iverksatt. Selskaper i konsernet permitterte umiddelbart en stor andel av sine ansatte for å tilpasse organisasjonen til aktiviteten og for å ikke pådra kostnader utover det som var nødvendig.

Beerenberg vil ikke gå igjennom denne krisen upåvirket. Kortsiktig vil uavklarte forhold påvirke aktiviteten i negativ retning. Foreløpig er evnen til å levere varer og tjenester god, men dette vil påvirkes av myndighetenes fremtidige begrensninger på flyt av varer og tjenester. Selskapet arbeider med å tilpasse både produksjon og lagerhold av kritiske råvarer slik at leveransene skjer i henhold til plan. Vedvarende restriksjoner på reiser mellom land vil kunne by på utfordringer når aktiviteten tar seg opp. Pr i dag er det restriksjoner på reise mellom land som gjør at fleksibiliteten er noe begrenset.

Beerenberg kan også påvirkes av våre kunder betalingsevne, selv om dette ansees som en begrenset risiko på kort sikt da det primært er store solide kunder. Ved en vedvarende uavklart global situasjon vil dette på lengre sikt bli en faktor og det legges ned betydelige ressurser for å overvåke området.

Konsernets finansiering er delvis knyttet opp mot et notert obligasjonslån. Refinansieringsrisiko av dette obligasjonslånet er forventet å øke på grunn av negative effekter av Covid-19 pandemien og myndighetstiltak, samt vedvarende lav oljepris. Konsernet har utformet scenarier og modeller som tar høyde for både kortere og lengre varighet av aktivitetsnedgangen for å overvåke konsernets robusthet.

De norske myndighetene har annonsert flere støtterordninger, som kan være med på å dempe noe av effektene av Covid-19 pandemien

Det ikke inntrådt øvrige forhold etter regnskapsårets utgang som er av betydning for bedømmelsen av selskapet.

Bergen, den 22. april 2020

I Styret for Beerenberg Holding AS

Ketil Lenning
Styreformann

Ingelise Arntsen
Styremedlem

Sebastian Ehrnrooth
Styremedlem

Hilde Drønen
Styremedlem

Svein Eggen
Styremedlem

Morten H. Walde
Styremedlem

Arild Apelthun
Adm.Dir.

Resultatregnskap

Beerenberg Holding AS
(Beløp i NOK 1000)

	Note	2019	2018
Driftskostnader			
Annen driftskostnad	7	29	15
Sum driftskostnader		<u>29</u>	<u>15</u>
Driftsresultat		<u>-29</u>	<u>-15</u>
Finansinntekter og finanskostnader			
Inntekt på investering i datterselskap		2 901	1 451
Renteinntekt fra foretak i samme konsern		4 271	4 264
Rentekostnad til foretak i samme konsern		4 250	4 255
Annen finanskostnad		2 893	1 445
Resultat av finansposter	8	<u>29</u>	<u>15</u>
Skattekostnad på ordinært resultat	6	0	0
Ordinært resultat		<u>0</u>	<u>0</u>
Årsresultat		<u>0</u>	<u>0</u>

Balanse

Beerenberg Holding AS
(Beløp i NOK 1000)

	Note	2019	2018
Eiendeler			
Investeringer i datterselskap	1	737 706	737 706
Sum finansielle anleggsmidler		737 706	737 706
Sum anleggsmidler		737 706	737 706
Omløpsmidler			
Fordringer			
Andre kortsiktige fordringer	1	2 901	1 451
Sum fordringer		2 901	1 451
Bankinnskudd, kontanter o.l.	2	303	1 753
Sum omløpsmidler		3 204	3 204
Sum eiendeler		740 910	740 910

Balanse

Beerenberg Holding AS
(Beløp i NOK 1000)

Egenkapital og gjeld	Note	2019	2018
Egenkapital			
Innskutt egenkapital			
Aksjekapital	3, 4	58 462	58 462
Overkurs	4	563 409	563 409
Sum innskutt egenkapital		621 871	621 871
Opptjent egenkapital			
Annen egenkapital	4	119 039	119 039
Sum opptjent egenkapital		119 039	119 039
Sum egenkapital		740 910	740 910
Sum egenkapital og gjeld		740 910	740 910

Bergen 22 / 4 - 2020
Styret i Beerenberg Holding AS

<hr/> Ketil Lenning styreleder	<hr/> Sebastian Ehrnrooth styremedlem	<hr/> Svein Eggen styremedlem
<hr/> Morten H. Walde styremedlem	<hr/> Hilde Drønen styremedlem	<hr/> Ingelise Arntsen styremedlem
	<hr/> Arild Apelthun daglig leder	



Beerenberg Holding AS

Kontantstrømoppstilling

Beløp i tusen kroner	Note	01.01 - 31.12	
		2019	2018
Kontantstrømmer fra operasjonelle aktiviteter			
Resultat før skattekostnad		0	0
Periodens betalte skatt	5	0	0
Endring i andre tidsavgrensingsposter		1 450	-2 049
Netto kontantstrøm fra operasjonelle aktiviteter		1 450	-2 049
Kontantstrømmer fra finansieringsaktiviteter			
Innbetaling ved lån fra selskap i samme konsern	1	0	0
Utbetalinger ved lån fra selskap i samme konsern	1	0	0
Netto endring i kassekreditt		-1 450	1 901
Innbetaling av konsernbidrag	7	1 451	3 352
Årets resultatførte konsernbidrag	7	-2 901	-1 451
Netto kontantstrøm fra finansieringsaktiviteter		-2 900	3 802
Netto endring i kontanter og kontantekvivalenter		-1 450	1 753
Kontanter og kontantekvivalenter 01.01		1 753	0
Kontanter og kontantekvivalenter 31.12		303	1 753

Regnskapsprinsipper

Årsregnskapet er satt opp i samsvar med regnskapsloven og god regnskapsskikk.

Klassifisering av balanseposter

Eiendeler bestemt til varig eie eller bruk er klassifisert som anleggsmidler. Eiendeler som er knyttet til varekretsløpet er klassifisert som omløpsmidler. Fordringer klassifiseres som omløpsmidler hvis de skal tilbakebetales i løpet av ett år. For gjeld er analoge kriterier lagt til grunn. Første års avdrag på langsiktige fordringer og langsiktig gjeld klassifiseres likevel ikke som omløpsmiddel og kortsiktig gjeld.

Skatt

Skattekostnaden i resultatregnskapet omfatter både periodens betalbare skatt og endring i utsatt skatt. Utsatt skatt beregnes med aktuell skattesats på grunnlag av de midlertidige forskjeller som eksisterer mellom regnskapsmessige og skattemessige verdier, samt eventuelt ligningsmessig underskudd til fremføring ved utgangen av regnskapsåret. Skatteøkende og skattereduserende midlertidige forskjeller som reverserer eller kan reversere i samme periode er utlignet.

Investering i datterselskap

Datterselskap vurderes etter kostmetoden i selskapsregnskapet. Investeringen er vurdert til anskaffelseskost for aksjene med mindre nedskrivning har vært nødvendig. Det er foretatt nedskrivning til virkelig verdi når verdifall skyldes årsaker som ikke kan antas å være forbigående og det må anses nødvendig etter god regnskapsskikk. Nedskrivninger er reversert når grunnlaget for nedskrivning ikke lenger er til stede. Mottatte utdelinger resultatføres i utgangspunktet som inntekt. Utdelinger som overstiger andel av opptjent egenkapital etter kjøpet føres som reduksjon av anskaffelseskost. Utbytte/konsernbidrag fra datterselskap regnskapsføres det samme året som datterselskapet avsetter beløpet.

Gjeld

Gjeld, med unntak for enkelte avsetninger for forpliktelser, balanseføres til nominelt gjeldsbeløp. Lånekostnader er balanseført og periodiseres lineært over lånets løpetid.

Noter til årsregnskapet

Noter

(Beløp i NOK 1000)

Note 1 Langsiktige investeringer i andre selskaper

Datterselskap:

	Forretnings- kontor	Eierandel/ stemme- andel	Egenkapital 2019 100 %	Resultat 2019 100 %
Beerenberg Services AS	Bergen	100 %	277 266	129 704

Mellomværende med selskap i samme konsern m.v.:

Andre kortsiktige fordringer

	2019	2018
Beerenberg Services AS	2 901	1 451
Sum	2 901	1 451

Selskapet har stilt en solidarisk kausjon for Beerenberg Services AS og Beerenberg AS.

Beerenberg Holding AS har mottatt konsernbidrag fra Beerenberg Services AS (datterselskap) på 2 901.

Iht regnskapslovens § 3-7 utarbeides ikke konsernregnskap da selskapet selv er datterselskap i konsernet Beerenberg AS. Konsernregnskap for Beerenberg AS kan fås utlevert ved å kontakte Brønnøysundregistrene, og foreligger også på selskapets hjemmesider.

Note 2 Bundne midler

Selskapet har ingen bundne midler per 31.12.19.

Note 3 Aksjekapital og aksjonærinformasjon

Aksjekapitalen på kr. 58 462 består av 194 226 aksjer à kr. 301.

Selskapets aksjonær per 31.12.2019 var:

Aksjonær	Aksjer	Eierandel	Stemme- andel
Beerenberg AS	194 226	100 %	100 %
Sum	194 226	100 %	100 %

Note 4 Egenkapital

	Aksjekapital	Overkurs	Annen egenkapital	Sum
Egenkapital 01.01.2019	58 462	563 409	119 039	740 910
Årets resultat			0	0
Egenkapital 31.12.2019	58 462	563 409	119 039	740 910



Note 5 Pantstillelser og garantier m.v.

Gjeld som er sikret ved pant o.l.	2019	2018
Gjeld til kredittinstitusjoner	0	0
Sum	0	0

Beerenberg Holding AS er solidarisk ansvarlig med konsernet Beerenberg Services AS, og morselskap Beerenberg AS, for obligasjonslån som Beerenberg AS har tatt opp.

Beerenberg's likviditet er organisert i en konsernkontoordning der Beerenberg Services AS er eier av ordningen.

Note 6 Skatt

Beregning av utsatt skatt/utsatt skattefordel	2019	2018
Midlertidige forskjeller		
Netto midlertidige forskjeller	0	0
Grunnlag for utsatt skatt/skattefordel	0	0
Utsatt skattefordel	0	0
Utsatt skattefordel i balansen	0	0

Grunnlag for skattekostnad, endring i utsatt skatt og betalbar skatt	2019	2018
Resultat før skatt	0	0
Permanente forskjeller	0	0
Grunnlag for årets skattekostnad	0	0
Endring i forskjeller som inngår i grunnlag for utsatt skatt/skattefordel	0	0
Grunnlag for betalbar skatt i resultatregnskapet	0	0
Skattepliktig inntekt (grunnlag for betalbar skatt i balansen)	0	0

Fordeling av skattekostnaden

Betalbar skatt i balansen	0	0
Sum betalbar skatt i skattekostnaden	0	0
Endring i utsatt skattefordel	0	0
Skattekostnad	0	0

Note 7 Lønnskostnader, antall ansatte, godtgjørelser, lån til ansatte m.v.

Selskapet har ikke hatt ansatte i 2019 og er ikke pliktige til å ha tjenstepensjonsordning etter lov om obligatorisk tjenstepensjon. Det har i 2019 ikke blitt gitt godtgjørelse til daglig leder eller medlemmer av styret.

Kostnadsført godtgjørelse til revisor	2019	2018
Lovpålagt revisjon (inkludert teknisk utarbeidelse av selskapsregnskap)	16	16
Andre attestasjonstjenester	0	0
Skatterådgivning	8	6
Andre tjenester utenfor revisjon	0	0
Sum	24	22

Oppgitte beløp er eks. merverdiavgift.

Note 8 Spesifikasjon av finansinntekter og finanskostnader

Finansinntekter	2019	2018
Inntekt på investering i datterselskap	2 901	1 451
Renteinntekt fra andre foretak i samme konsern	4 271	4 264
Sum finansinntekter	7 172	5 715

Finanskostnader	2019	2018
Rentekostnad til andre foretak i samme konsern	4 250	4 255
Annen finanskostnad	2 893	1 445
Sum finanskostnader	7 143	5 700

Note 9 Hendelser etter balansedagen

I midten av mars slo Covid-19 pandemien inn i Norge. Selv om dette ikke har direkte effekt for selskapet har det effekt for selskapets datterselskap som kommenteres i det følgende.

Covid-19 pandemien medførte umiddelbare innvirkninger fra midten av mars 2020. I de fleste prosjekter i Norge gikk vi fra høy aktivitet til minimumsaktivitet etter hvert som statlige og kunde krav knyttet til smittebegrensning og karanteneregler ble iverksatt. Selskaper i konsernet permitterte umiddelbart en stor andel av sine ansatte for å tilpasse organisasjonen til aktiviteten og for å ikke pådra kostnader utover det som var nødvendig.

Beerenberg vil ikke gå igjennom denne krisen upåvirket. Kortsiktig vil uavklarte forhold påvirke aktiviteten i negativ retning. Foreløpig er evnen til å levere varer og tjenester god, men dette vil påvirkes av myndighetenes fremtidige begrensninger på flyt av varer og tjenester. Selskapet arbeider med å tilpasse både produksjon og lagerhold av kritiske råvarer slik at leveransene skjer i henhold til plan. Vedvarende restriksjoner på reiser mellom land vil kunne by på utfordringer når aktiviteten tar seg opp. Pr i dag er det restriksjoner på reise mellom land som gjør at fleksibiliteten er noe begrenset.

Beerenberg kan også påvirkes av våre kunder betalingssevne, selv om dette ansees som en begrenset risiko på kort sikt da det primært er store solide kunder. Ved en vedvarende uavklart global situasjon vil dette på lengre sikt bli en faktor og det legges ned betydelige ressurser for å overvåke området.

Konsernets finansiering er delvis knyttet opp mot et notert obligasjonslån. Refinansieringsrisiko av dette obligasjonslånet er forventet å øke på grunn av negative effekter av Covid-19 pandemien og myndighetstiltak, samt vedvarende lav oljepris. Konsernet har utformet scenarier og modeller som tar høyde for både kortere og lengre varighet av aktivitetsnedgangen for å overvåke konsernets robusthet.

De norske myndighetene har annonsert flere støtterordninger, som kan være med på å dempe noe av effektene av Covid-19 pandemien.

Det ikke inntrådt øvrige forhold etter regnskapsårets utgang som er av betydning for bedømmelsen av selskapet.

Til generalforsamlingen i Beerenberg Holding AS

Uavhengig revisors beretning

Uttalelse om revisjonen av årsregnskapet

Konklusjon

Vi har revidert Beerenberg Holding AS' årsregnskap som består av balanse per 31. desember 2019, resultatregnskap og kontantstrømoppstilling for regnskapsåret avsluttet per denne datoen og noter til årsregnskapet, herunder et sammendrag av viktige regnskapsprinsipper.

Etter vår mening er det medfølgende årsregnskapet avgitt i samsvar med lov og forskrifter og gir et rettviseende bilde av selskapets finansielle stilling per 31. desember 2019, og av dets resultater og kontantstrømmer for regnskapsåret avsluttet per denne datoen i samsvar med regnskapslovens regler og god regnskapsskikk i Norge.

Grunnlag for konklusjonen

Vi har gjennomført revisjonen i samsvar med lov, forskrift og god revisjonsskikk i Norge, herunder de internasjonale revisjonsstandardene International Standards on Auditing (ISA-ene). Våre oppgaver og plikter i henhold til disse standardene er beskrevet i Revisors oppgaver og plikter ved revisjon av årsregnskapet. Vi er uavhengige av selskapet slik det kreves i lov og forskrift, og har overholdt våre øvrige etiske forpliktelser i samsvar med disse kravene. Etter vår oppfatning er innhentet revisjonsbevis tilstrekkelig og hensiktsmessig som grunnlag for vår konklusjon.

Øvrig informasjon

Ledelsen er ansvarlig for øvrig informasjon. Øvrig informasjon omfatter informasjon i årsrapporten bortsett fra årsregnskapet og den tilhørende revisjonsberetningen.

Vår uttalelse om revisjonen av årsregnskapet dekker ikke øvrig informasjon, og vi attesterer ikke den øvrige informasjonen.

I forbindelse med revisjonen av årsregnskapet er det vår oppgave å lese øvrig informasjon med det formål å vurdere hvorvidt det foreligger vesentlig inkonsistens mellom øvrig informasjon og årsregnskapet, kunnskap vi har opparbeidet oss under revisjonen, eller hvorvidt den tilsynelatende inneholder vesentlig feilinformasjon.

Dersom vi konkluderer med at den øvrige informasjonen inneholder vesentlig feilinformasjon er vi pålagt å rapportere det. Vi har ingenting å rapportere i så henseende.

Styrets og daglig leders ansvar for årsregnskapet

Styret og daglig leder (ledelsen) er ansvarlig for å utarbeide årsregnskapet i samsvar med lov og forskrifter, herunder for at det gir et rettviseende bilde i samsvar med regnskapslovens regler og god regnskapsskikk i Norge. Ledelsen er også ansvarlig for slik internkontroll som den finner nødvendig

for å kunne utarbeide et årsregnskap som ikke inneholder vesentlig feilinformasjon, verken som følge av misligheter eller utilsiktede feil.

Ved utarbeidelsen av årsregnskapet må ledelsen ta standpunkt til selskapets evne til fortsatt drift og opplyse om forhold av betydning for fortsatt drift. Forutsetningen om fortsatt drift skal legges til grunn for årsregnskapet så lenge det ikke er sannsynlig at virksomheten vil bli avvirket.

Revisors oppgaver og plikter ved revisjonen av årsregnskapet

Vårt mål med revisjonen er å oppnå betryggende sikkerhet for at årsregnskapet som helhet ikke inneholder vesentlig feilinformasjon, verken som følge av misligheter eller utilsiktede feil, og å avgi en revisjonsberetning som inneholder vår konklusjon. Betryggende sikkerhet er en høy grad av sikkerhet, men ingen garanti for at en revisjon utført i samsvar med lov, forskrift og god revisjonsskikk i Norge, herunder ISA-ene, alltid vil avdekke vesentlig feilinformasjon som eksisterer. Feilinformasjon kan oppstå som følge av misligheter eller utilsiktede feil. Feilinformasjon blir vurdert som vesentlig dersom den enkeltvis eller samlet med rimelighet kan forventes å påvirke økonomiske beslutninger som brukerne foretar basert på årsregnskapet.

For videre beskrivelse av revisors oppgaver og plikter vises det til:

<https://revisorforeningen.no/revisjonsberetninger>

Uttalelse om andre lovmessige krav

Konklusjon om årsberetningen

Basert på vår revisjon av årsregnskapet som beskrevet ovenfor, mener vi at opplysningene i årsberetningen om årsregnskapet og forutsetningen om fortsatt drift er konsistente med årsregnskapet og i samsvar med lov og forskrifter.

Konklusjon om registrering og dokumentasjon

Basert på vår revisjon av årsregnskapet som beskrevet ovenfor, og kontrollhandlinger vi har funnet nødvendig i henhold til internasjonal standard for attestasjonsoppdrag (ISAE) 3000 «Attestasjonsoppdrag som ikke er revisjon eller forenklet revisorkontroll av historisk finansiell informasjon», mener vi at ledelsen har oppfylt sin plikt til å sørge for ordentlig og oversiktlig registrering og dokumentasjon av selskapets regnskapsopplysninger i samsvar med lov og god bokføringsskikk i Norge.

Bergen, 22. april 2020
PricewaterhouseCoopers AS



Sturle Døsen
Statsautorisert revisor

Verifikasjon

Transaksjon 09222115557442623688

Dokument

Årsrapport Beerenberg Holding AS 2019

Hoveddokument

13 sider

Initiert på 2021-02-25 16:19:41 CET (+0100) av Tanja Dyrddal (TD)

Ferdigstilt den 2021-03-08 15:15:07 CET (+0100)

Initiativtaker

Tanja Dyrddal (TD)

Beerenberg Services AS

Organisasjonsnr. 926149459

tandy@beerenberg.com

45295334

Signerende parter

Ketil Lenning (KL)

klenning@online.no

+4795831240

 **bankID**

Navnet norsk BankID oppga var "Ketil Lenning"

Signert 2021-02-25 16:38:25 CET (+0100)

Edvard Sebastian Ehrnrooth (ESE)

ehrnrooth@segulah.se

+46733604205

Signert 2021-03-08 15:15:07 CET (+0100)

Morten Walde (MW)

mowin.as@outlook.com

+4793232312

 **bankID**

Navnet norsk BankID oppga var "Morten Haakon Walde"

Signert 2021-02-26 09:46:43 CET (+0100)

Ingelise Arntsen (IA)

i-arntse@online.no

+91317578

 **bankID**

Navnet norsk BankID oppga var "Ingelise Arntsen"

Signert 2021-02-26 17:13:08 CET (+0100)

Hilde Drønen (HD)

hilde.dronen@gmail.com

+4791661009

 **bankID**

Navnet norsk BankID oppga var "Hilde Drønen"

Signert 2021-03-08 13:42:45 CET (+0100)

Arild Apelthun (AA)

arild.apelthun@beerenberg.com

+4791819265

 **bankID**

Navnet norsk BankID oppga var "Arild Apelthun"

Signert 2021-02-25 16:27:30 CET (+0100)

Svein Eggen (SE)

svein.eggen@gmail.com

+4790149295



Verifikasjon

Transaksjon 09222115557442623688

 **bankID**

*Navnet norsk BankID oppga var "Svein Eggen"
Signert 2021-02-25 16:31:50 CET (+0100)*

Denne verifiseringen ble utstedt av Scrive. Informasjon i kursiv har blitt verifisert trygt av Scrive. For mer informasjon/bevis som angår dette dokumentet, se de skjulte vedleggene. Bruk en PDF-leser, som Adobe Reader, som kan vise skjulte vedlegg for å se vedleggene. Vennligst merk at hvis du skriver ut dokumentet, kan ikke en utskrevet kopi verifiseres som original i henhold til bestemmelsene nedenfor, og at en enkel utskrift vil være uten innholdet i de skjulte vedleggene. Den digitale signeringsprosessen (elektronisk forsegling) garanterer at dokumentet og de skjulte vedleggene er originale, og dette kan dokumenteres matematisk og uavhengig av Scrive. Scrive tilbyr også en tjeneste som lar deg automatisk verifisere at dokumentet er originalt på: <https://scrive.com/verify>



APPENDIX 6

ANNUAL REPORT 2020

BEERENBERG SERVICES AS

Annual Director's Report 2020

When the first wave of the Covid-19 pandemic hit us at full force in March 2020, Beerenberg's priorities became crystal clear. We needed to safeguard the health and safety of our employees, maintain critical operations and infrastructure – and be there for our customers. It was an intense and challenging time marked by great uncertainty. The oil and gas market remain volatile and competitive during the challenging times, but Beerenberg's market position strengthened through solid operational performance and delivering "beyond expectations" during the period.

The business area Services is built around Beerenberg's core ISS disciplines (Insulation, Scaffolding and Surface treatment) and also include passive fire protection, technical cleaning, rope access techniques, architectural/outfitting services and the cold work concepts Sveisolat (habitats) and cold cutting / mobile machining, all primarily offered to clients on the Norwegian Continental Shelf (NCS).

The business area Benarx is built around Beerenberg's proprietary Benarx® product range of high specification insulation products (thermal, acoustic and passive fire protection) as well as insulation solutions for subsea installations.

Beerenberg has its head office in Bergen.

Group Accounts are prepared for Beerenberg AS, which is the parent-parent company of Beerenberg Services AS. The Group Accounts is available at the Company website and can also be provided by contacting the Brønnøysund Register Centre.

FINANCIAL STATEMENT

The operating revenue in 2020 decreased by approx. 26% to NOK 1,575 million compared with NOK 2,141 million in 2019. The decrease is mainly related to the Covid-19 pandemic that shut down activity in March and the gradually activity increase towards the end of the year.

Earnings before interest, taxes depreciation and amortisation (EBITDA) ended at NOK 183 million, down 13% compared to NOK 210 million in 2019. The EBITDA margin was increasing to 11,6%, compared to 9,8% in 2019.

Net financial income for 2020 ended at NOK 1 million in line with 2019 which also ended at NOK 1 million.

The full year net profit of 2020 was NOK 111 million versus NOK 130 million in 2019.

The estimated order backlog at the year-end, including frame agreements and options, was NOK 8.1 billion, down from NOK 9.3 billion in 2019.

CAPITAL, CASH FLOW AND LIQUIDITY

Total assets at the end of 2020 amounted to NOK 852 million, down from NOK 947 million in 2019, mainly due to lower activity.

The equity was NOK 261 million, down from NOK 277 million. The reason for the decrease is because of group contribution. The equity ratio is 31 %.

Cash flow from operating activities depends on a number of factors, including progress on and delivery of projects, changes in working capital and prepayments from customers. Cash flow from operating activities was NOK 118 million, compared to NOK 216 million in 2019.

Beerenberg's net cash inflow for investment activities was NOK 14 million in 2020, up from an outflow of NOK 67 million in 2019, where the main difference is incoming payments of loan from subsidiary.

Net cash outflow related to financing activities was NOK 171 million, down from NOK 95 million in 2019. The reason for the decrease is mainly due to higher group contribution paid in 2020 compared to 2019.

Total non-current assets were NOK 293 million in 2020, up from NOK 344 million in 2019. Current assets were NOK 558 million in 2020, down from NOK 603 million in 2019.

Total current liabilities were NOK 520 million in 2020, down from NOK 590 million and total non-current liabilities were NOK 70 million compared to NOK 79 million in 2019.

SHAREHOLDERS

Beerenberg Holding AS owns 100 % of the shares in Beerenberg Services AS.

FINANCIAL RISK

The board of directors of the Beerenberg group sets out a framework and develops guidelines for risk management in the group and continuously controls and supervises the implementation of these. The group's central finance department has overall responsibility for day-to-day management and follow-up of the group's financial risks and works closely with the operational units to identify, evaluate and implement necessary measures to reduce risk.

Risk management covers credit risk, currency risk, interest rate risk, financial and liquidity risk, market risk and technology risk.

CREDIT RISK

The Beerenberg group conducts business in an environment dominated by large and strong clients, and historically there have been few losses incurred on its receivables. New customers are credit-checked before entering into contracts, and efforts are made during international operations to use letters of credit to safeguard receivables and payment demands wherever possible. The oil and gas market have elements of increased credit risk. To deal with these the company has introduced additional measures to monitor credit risk within certain client segments, especially maintenance, modifications and for international clients.

The still ongoing Covid-19 pandemic might increase the credit risk and the Beerenberg group is actively monitoring the clients.

CURRENCY AND INTEREST RATE RISK

A key principle for the Beerenberg group is to keep the currency risk as low as possible by using the same currency for both income and expenditure. In its international operations the group is not

always able to follow this principle and as a result client and supplier contracts involving currency exposure above and beyond defined limits must be hedged. A limited amount of the group's revenues, expenditure and investments are denominated in foreign currencies.

The group's interest rate risk in relation to interest-bearing debt is for the most part hedged through a long-term interest rate agreement, whereby a variable NIBOR-based interest rate plus a spread has been swapped so that exposure towards fluctuations in the short-term interest rate is reduced.

FINANCIAL AND LIQUIDITY RISK

The Beerenberg group's debt was refinanced in 2020 and the group retains the relationship with its main banks, providing working capital financing and guarantee limits.

The company's financing arrangement requires it to achieve adequate cash flow and revenues over time. The company continues to measure the financial criteria in line with the terms of the agreement.

The Beerenberg group's financing is partly a listed loan with expiry November 2023.

MARKET RISK

The Beerenberg group operates in the oil and gas market, which due to oil price fluctuations can be volatile. Beerenberg is affected by the oil companies' actions and the prevailing oil and gas prices. To mitigate this, Beerenberg has diversified into various segments of the market, e.g. new-build and maintenance and modification projects. Beerenberg is also expanding internationally, with the proprietary Benarx® product range and it is looking into related market segments, such as onshore and non oil and gas related products and services.

There is reason to believe that investment on the Norwegian Continental Shelf will abate in the long term. In order to expand its operations and customer base, the group has therefore been working to grow its international presence.

TECHNOLOGY RISK

The market in which Beerenberg operates will continue to seek improved solutions and products for the future. In order to maintain its competitive edge, the group has adopted a strategy of continued investment in engineering services, digitalization and R&D along with an ambition to protect its assets through patents and other proprietary rights.

RESEARCH AND DEVELOPMENT

The Beerenberg group's focus as regards to research and development is product and method development in the field of ISS. Beerenberg is working actively with research communities and institutions with a view to developing new technology and in-house expertise within the group's areas of operation.

Research and development are conducted in close partnership with clients in order to create value for the group's customers.

The Beerenberg group has a continuous focus on research and development and as at 31.12.20 the group had 16 registered patent families with 43 regional and national patents, 3 Patent Pending cases and 0 PCT/regional applications ongoing.

SOCIAL RESPONSIBILITY AND ETHICS

Beerenberg's annual report includes a separate account of the group's approach, conduct and guidelines in relation to social responsibilities and ethics.

Beerenberg's ethical guidelines are a central part of its training programmes as training in the group's ethical guidelines helps ensure that employees and others acting on behalf of the group exercise good judgement and behave in a manner that is consistent with the company's ethical rules.

HUMAN RELATIONS, ORGANISATION AND WORKING ENVIRONMENT

Human relations and working environment

The Beerenberg group had 1,056 employees as at 31.12.20, down from 1,136 at the end of 2019. Including contractors, the number of FTEs totalled 1533.

Beerenberg seeks to sustain a good working environment with enthusiastic and motivated staff who feel that they are being well looked after. The group has staff arrangements and fora for co-operation between staff and management, as is common within the sector.

EQUALITY AND DISCRIMINATION

Beerenberg has respect for every individual and recruitment is based on qualifications without regard for the candidate's gender, age, disability, ethnicity, religion or cultural background. Beerenberg wishes to create an inclusive workplace culture and is working actively to ensure a good working environment. All employees shall be given pay and working conditions that competitive and fair.

It is Beerenberg's ambition to increase the proportion of women at all levels within the organisation by taking a systematic approach to recruitment and enabling development and growth within the organisation. Female employees, most of whom serve in administrative positions, made up 6.4% of the workforce at year end. In 2020 there were one woman in the group management team and two women on the board of directors.

ORGANISATION

In 2020 Beerenberg went into a joint venture with DSL Ltd and established DSL Beerenberg Thailand Ltd.

The company is organised as two business divisions – Services and Benarx.

HEALTH, SAFETY AND ENVIRONMENT

Beerenberg continuously works to prevent injury and to create a working environment that is meaningful and healthy for all employees. Beerenberg has adopted a zero-tolerance philosophy in relation to injury to people, damage to the natural environment and material assets. The effort to prevent acute damage to health and long-term injuries is a high priority for Beerenberg. By focusing on training, health monitoring, risk management and robust working practices, Beerenberg seeks to reduce the risk of health issues and injuries amongst employees exposed to risk. Beerenberg's health monitoring programme also applies to our subcontractors and is managed through contract meetings, reporting and audits.

Good working practices, job planning and procedures alone are not enough to prevent sickness and injury. The key issue is compliance, whereby the knowledge and motivation of individual employees are important factors. Beerenberg's commitment to HSE includes (but is not limited to) obligatory HSE training for all employees and contractors as well as a three-day HSE course for all managers.

Central to Beerenberg's preventive HSE programme are also various surveys designed to strengthen our knowledge base, identify risk and associated HSE measures.

The company is working to reduce sickness absence, both at a collective and an individual level. Sickness absence in 2020 stood at 7,1%, an increase from 5.8% in 2019. Short-term sickness absence accounted for 3.7% and long-term absence for 3.4%. The corresponding figures for 2018 were 2.8% and 3,0%, respectively.

In 2020 the company recorded six incidents involving personal injury requiring more than first aid, two lost time injuries (LTI) and two requiring medical treatment. The number of incidents in 2019 was 12. Beerenberg continues its systematic and preventive approach to reducing the number of incidents.

THE NATURAL ENVIRONMENT

In conducting its operations, Beerenberg aims to minimize the environmental impact and the company aims to continuously improve its environmental performance.

Beerenberg's impact on the natural environment is primarily considered to stem from emissions of volatile organic compounds (VOCs) as a result of the use of paint products and solvents. This is a natural consequence of the group's activities, and the volume of VOC emissions will always reflect the volume of assignments and the type of products being ordered and delivered. Beerenberg endeavours to use alternative products and services that help reduce the environment footprint and with a lesser impact on the environment where possible (the substitution requirement). In order to reduce the negative environmental effects of its waste output, Beerenberg has introduced robust procedures for waste disposal and final processing (material and energy harvesting).

Environmental initiatives have also been introduced in administrative functions, and new-builds have helped ensure more energy-efficient solutions and robust systems for waste sorting.

Beerenberg is certified according to NS-EN ISO 9001: 2015 Quality management, NS-EN ISO 14001: 2015 Environmental management and NS-ISO 45001:2018 Occupational health and safety.

FUTURE PROSPECTS

Beerenberg's strategy plan was revised in the autumn of 2020. The plan provides a framework for the company's development up until 2023. In a challenging market the focus will still be on increasing cost-efficiency in both product development and service delivery.

Prospects in the Beerenberg group's primary markets fundamentally improved during 2020, and the maintenance and modifications market is expected to grow, despite the effects of the still ongoing Covid-19 pandemic. The company's long-term contracts over 10 and 15 years will provide a solid base for the company going forward. Yet it is important to note that the market is shaped by external factors, especially the price of oil.

Throughout 2020 the company has taken steps to boost its competitiveness and these initiatives will continue. Together with the company's robust foundations, this means the company expects to maintain its revenues and see long-term growth.

A focus area going forward will be to implement ESG in our way of working. ESG is directly linked to the long-term success of Beerenberg. It is our vision to go "Beyond expectations" –to seek solutions that exceed the expectations of the wider world and we therefore have a responsibility to drive necessary changes, while continually seeking out and creating more sustainable solutions.

The board emphasizes that the information included in this annual report contains certain forward looking statements that address activities or developments that the Company anticipates will or may occur in the future. The statements are based on assumptions and estimates, and some of them are beyond the Company's control and therefore subject to risks and uncertainties.

The world-wide Covid-19 outbreak in 2020 still has an effect in the market. And the risk of still volatile government regulations will affect the business.

THE BOARD'S STATEMENT ON CORPORATE GOVERNANCE AND EXECUTIVE MANAGEMENT

In its instructions the board of directors has directed the company and the group to develop procedures and systems for compliance with the Norwegian Code of Practice for Corporate Governance. The associated statement is presented as a separate part of the annual report.

THE BOARD'S ASSESSMENT AND EVENTS AFTER THE BALANCE SHEET DATE

In the board's view the financial statements and statement of financial position with accompanying notes provide a true picture of the activities of Beerenberg AS and of the company's position at year end.

In accordance with Section 3-3a of the Norwegian Accounting Act, the board can confirm that the requirements for the going concern assumption have been satisfied and that the financial statements have been prepared on that basis.

Bergen 8. April 2021
Board of Directors at Beerenberg Services AS

Ketil Lenning
Chairman

Sebastian Ehrnrooth

Svein Eggen

Morten Walde

Finn Kydland

Andre Simonsen

Ingelise Arntsen

Hilde Drønen

Arild Apelthun
CEO

Beerenberg Services AS

Annual Accounts 2020

Income Statement

01.01 - 31.12

Amounts in NOK 1 000	Note	2020	2019
Revenue from contracts with customers	2	1 561 220	2 140 664
Other revenue	2	14 101	394
Total revenue		1 575 320	2 141 058
Materials, goods and services		184 492	252 256
Personnel costs	5,6	961 496	1 372 331
Depreciation and amortisation of tangible and intangible assets	7	42 302	43 651
Impairment of tangible and intangible assets	7	613	402
Other operating costs	16	245 334	306 296
Operating result		141 082	166 122
Financial revenue	13	8 295	19 114
Financial expenditure	18	7 079	18 176
Ordinary result before tax		142 298	167 060
Tax	10	31 319	37 356
Annual profit/loss		110 979	129 704
The annual profit/loss for the year is allocated to:			
Group contribution (net after tax)	8	127 161	125 140
Transferred to/from other equity	8	-16 182	4 564
Annual profit/loss		110 979	129 704

The accompanying notes are an integral part of these financial statements.

Beerenberg Services AS

Annual Accounts 2020

Statement of Comprehensive Income

Amounts in NOK 1 000	Note	2020	2019
Annual profit		110 979	129 704
<i>Other revenue and expenses</i>			
Total statement of comprehensive income		110 979	129 704
<i>The statement of comprehensive income is attributed to:</i>			
Shareholders		110 979	129 704
Total statement of comprehensive income		110 979	129 704

Other revenue and expenses is after tax and will be reversed in the income statement.

The accompanying notes are an integral part of these financial statements.

Beerenberg Services AS

Annual Accounts 2020

Balance Sheet

Amounts in NOK 1 000	Note	31.12.2020	31.12.2019
Assets			
<i>Noncurrent assets</i>			
Intangible assets			
Research and development, software and other intangible assets	7	7 474	10 598
Deferred tax asset	10	7 182	2 707
Total intangible assets		14 656	13 305
Tangible assets			
Buildings and building related improvements/alterations	7,9	44 835	60 130
Production equipment	7,9	117 513	128 094
Operating equipment	7,9	1 729	1 807
Total tangible fixed assets		164 077	190 031
Financial fixed assets			
Investments in subsidiary companies	14	78 020	76 352
Loans to related parties	12,13	26 639	56 447
Pension funds	6	9 874	7 792
Total financial fixed assets		114 533	140 592
Total noncurrent assets		293 266	343 929
<i>Current assets</i>			
Inventory	4,9	33 601	23 417
Receivables			
Accounts receivable from customers	9,13,17	275 733	254 711
Earned, not invoiced accounts receivables	17	134 659	182 212
Other receivables	13,17	33 436	22 792
Total receivables		443 828	459 715
Cash at bank	3	80 903	119 454
Total current assets		558 332	602 586
Total assets		851 598	946 516

Beerenberg Services AS

Annual Accounts 2020

Balance Sheet

Amounts in NOK 1 000	Note	31.12.2020	31.12.2019
Equity and Liabilities			
Equity			
Paid-in capital			
Share capital	8	20 200	20 200
Share premium	8	7 976	7 976
Total paid-in capital		28 176	28 176
Retained earnings			
Other equity	8	232 908	249 090
Total retained earnings		232 908	249 090
Total equity		261 084	277 266
Liabilities			
Provisions for liabilities			
Pension obligations	6	11 266	9 314
Warranty provision	15	16 000	16 000
Total provisions for liabilities		27 266	25 314
Long-term liabilities			
Leasing Liabilities	12	42 929	53 588
Total long-term liabilities		42 929	53 588
Short-term liabilities			
Supplier liabilities	13	127 795	148 421
Tax payable	10	-585	0
Social security, VAT and other taxes		71 266	99 592
Other short-term liabilities	11,13	321 844	342 335
Total short-term liabilities		520 320	590 349
Total liabilities		590 514	669 250
Total equity and liabilities		851 598	946 516

The accompanying notes are an integral part of these financial statements.

Bergen, 08.04.2021

Board of Directors at Beerenberg Services AS

Ketil Lenning
Chairman

Sebastian Ehrnrooth

Svein Eggen

Morten Walde

Finn Kydland

Andre Simonsen

Ingelise Arntsen

Hilde Drønen

Arild Apelthun
CEO

Beerenberg Services AS

Annual Accounts 2020

Statement of Cash Flows

Amounts in NOK 1 000	Note	2020	2019
Cash flow from operating activities			
Result for the period before tax		142 298	167 060
Tax paid for the period	10	73	0
Gains/losses from sales of fixed assets		-41	-278
Depreciation, write-down and amortisation	7	42 881	45 424
Changes to inventory	4	-10 184	4 507
Changes to accounts receivables from customers	17	-21 021	-56 340
Changes to supplier liabilities		-20 626	-2
Difference between expensed and paid-in/out pension premium	6	-129	-5 724
Changes to other time restricted items	11	-15 085	61 297
Net cash flow from operating activities		118 165	215 943
Cash flows from investments activities			
Incoming payments from sale of tangible and intangible fixed assets	7	72	1 029
Outgoing payments from purchase of tangible and intangible fixed assets	7	-13 833	-41 569
Outgoing payment from investment in subsidiary	14	-1 668	0
Incoming/Outgoing payments of loans to related parties	13	29 808	-26 390
Net cash flow from investment activities		14 379	-66 931
Cash flows from financing activities			
Outgoing payments on lease liabilities	18	-10 659	-9 895
Outgoing payment of group contribution	13	-160 436	-85 466
Net cash flow from financing activities		-171 095	-95 360
Net changes to cash and cash equivalents		-38 550	53 652
Cash and cash equivalents per 01.01.		119 454	65 802
Cash and cash equivalents per 31.12.		80 903	119 454

The accompanying notes are an integral part of these financial statements.

Beerenberg Services AS

Annual Accounts 2020

Notes to the Financial Statement

Note 1 Accounting principles

Basic principles

The financial statements have been prepared in accordance with section 3-9 of the Norwegian Accounting Act and with the Directives specified by the Norwegian Ministry of Finance on 21. of January 2008 (simplified IFRS).

Basis for preparation

The annual financial statements have been prepared on the basis of historical cost principles, comparability, the going concern assumption, congruence and prudence. Transactions are recognised to the value of the consideration on the transaction date. Revenue is recognised in profit or loss as accrued, and costs are matched with accrued revenues. The accounting principles are described in more detail below.

Use of estimates

In the preparation of the annual accounts estimates and assumptions have been made that have affected the profit and loss account and the valuation of assets and liabilities, and uncertain assets and liabilities on the balance sheet date in accordance with generally accepted accounting practice. Areas which to a large extent contain such subjective evaluations, a high degree of complexity, or areas where the assumptions and estimates are material for the annual accounts, are described in the notes.

Classification of items in the statement of financial position

Assets intended for long-term ownership or use are classified as non-current assets. Assets associated with the circulation of goods are classified as current assets. Receivables are classified as current assets if they fall due within one year. Analogue criteria are applied to liabilities. However, repayments of non-current receivables and non-current liabilities made in the first year are not classed as current assets or current liabilities.

Revenue recognition

Most of the company's revenues are associated with the sale of services, goods and the hire of equipment in connection with maintenance contracts that the company has entered into. Revenues are recognized in accordance with IFRS 15 Revenue from contracts with customers.

The majority of the Company's contracts are invoiced and recognized as income on basis of hours incurred multiplied by a defined hourly rate associated with the services provided, unit price contracts are recognized as income in accordance with measured progress and equipment rental is recognized as income in the period the equipment is hired out.

Contract revenues include the initial amount agreed in the contract plus any variations in contract work, disputed amounts and incentive payments will only be included to the extent that it is highly probable that a reversal of revenue will not occur.

Contract expenses are recognized as incurred, unless they generate an asset related to future contract activity. Indirect expenses which are applicable to the company, or to the project activities, but which cannot be allocated to an individual project, are not included.

Revenue relating to ordinary activities is measured at the fair value of the consideration received or receivable, net of returns, trade discounts and volume rebates etc.

Revenue from services rendered is recognised when persuasive evidence exists that the work completed has been, or is highly likely to be, approved by the customer. This is assessed on the basis of the stage of completion of the service at the end of the reporting period. The stage of completion is assessed on the basis of work completed. If the outcome of a maintenance contract cannot be measured reliably, the contract revenues are recognised only to the extent that the incurred contract expenses are expected to be met by the customer. An expected loss on a contract is recognised in profit or loss as incurred.

Revenue from the sale of goods is recognised when persuasive evidence exists that the significant risks and rewards of owning the goods have been transferred to the buyer. For sales of the company's products, transfer normally occurs once the product is received at the customer's warehouse or installation.

Maintenance contracts

Most of the Company's revenue is associated with long-term maintenance contracts. As a general rule, these contracts are agreed with a fixed price per unit (unit price contracts) or a fixed price per hour, and variations thereof. What constitutes a unit varies from contract to contract, but it as an example may be a square metre of surface treatment. At the end of each billing

period, the company reports to the customer the number of hours and/or number of units completed in the period. The former is based on the recorded and approved number of hours, while the latter is based on physical progress. The customer reviews the supporting documentation and issues a payment certificate to the company. On the basis of the payment certificate, the company recognizes the revenue for the period as income and bills the customer. By having the customer review the documentation of work completed and issue a payment certificate, the revenue has the prior approval of the customer.

Delivery of material

In some contracts, the delivery of materials is incorporated in the fixed hourly price or the fixed unit price. In other cases, the delivery of materials is billed separately. The delivery of materials is recognized as income when the materials have been put into use on a project or transferred to the customer in some other way.

Other revenues

On smaller projects, the work carried out in the period is billed and recognized as income based on work completed or, as a general rule, based on approved timesheets, but without the customer issuing a payment certificate in advance. Some smaller projects are also billed and recognized as income upon completion of the project. These types of projects will rarely stretch over multiple reporting periods. Letting of scaffolding and other equipment is invoiced and recognized as income in the period it has been let.

Accrued, not invoiced contract revenues

Accrued, unbilled contract revenues represent the value of completed contract work less payment from the customer. The value of completed contract work is measured at cost plus accrued net profit to date. Payment from customers is offset in the statement of financial position against contract work in progress. Received customer advances in excess of the amount allocated to inventories are classed as current liabilities.

Government grants

The company receives various types of government grants in relation to its research and development activities. These may be funding through the SkatteFUNN scheme or other grants. Such grants, whereby the company is compensated for expenses incurred, are systematically recognized in profit or loss over the period that the expenses are recognized. Grants that compensate the company for the cost of an asset are recognized in profit or loss over the useful life of the asset. In 2020 the company qualified for government support packages related to Covid-19.

Expense recognition / matching

Expenses are matched with and recognised alongside the revenues to which they can be allocated. Expenses that cannot be allocated directly to revenue are recognised as incurred. All expenses linked to the restructuring or termination of an operation are recognised at the time the decision was made.

Contract costs are expensed when accrued unless they generate an asset related to future contractual activity. Indirect costs pertaining to the company as a whole, or project activity cost that can not be allocated to individual projects, are not included.

Tangible non-current assets

Tangible non-current assets are capitalised at acquisition cost less accumulated depreciation and write-downs. If the fair value of a non-current asset is lower than its book value, and the reasons for this are not deemed to be temporary, the non-current asset will be written down to its fair value. Expenses in connection with ordinary maintenance and repairs are recognised as incurred.

Intangible assets

Research and development

Expenditure on research activities, undertaken with the prospect of gaining new scientific or technical knowledge, is recognized in profit or loss as incurred.

Development activities include designs or plans for the production of new or substantially improved products and processes. Development expenditure is capitalized only if it can be reliably measured, if the product or process is technically or commercially viable, if future economic benefits are probable, and if the company intends to and has sufficient resources to complete the development and to sell or use the asset. The expenditure capitalized includes materials, direct labour, directly attributable overhead costs and borrowing costs. Other development expenditure is recognized in profit or loss as incurred.

Capitalized development expenditure is measured at cost less accumulated amortisation and accumulated impairment losses.

Depreciation

Property, plant and equipment are depreciated on a straightline basis over their estimated useful life. Depreciation is calculated on the basis of the cost of the asset or other amount substituted for cost, less its residual value.

The economic useful life of scaffolding is assessed, and its period of use has been set at 15 years. The period of use is the period in which the company expects to use the scaffolding and may thus be shorter than its economic useful life. The period of use and the residual value are assessed at the end of each reporting period and adjusted if necessary. Scaffolding is depreciated over a period of 15 years.

Containers and workshops are depreciated over a period of 10 years, while other production equipment and other assets are depreciated over a period of 3–7 years.

Intangible assets are amortised on a straight-line basis over their estimated useful life from the time they are available for use, since this most closely reflects the consumption of the future economic benefits embodied in the asset. The estimated useful lives for the current period and comparative periods are 5-10 years.

Amortisation method, useful life and residual value are reviewed annually and adjusted if necessary.

Leasing

IFRS 16 implemented from 2019 requires all contracts that contain a lease to be recognized on the balance sheet as a right-of-use asset and a corresponding lease liability. The lease liability represents the net present value of the lease payments to be made over the remaining lease period. The right-of-use asset is depreciated over the lease term. For Beerenberg this mainly applies to office buildings and other facilities. Short-term and low value lease agreements are exempted from IFRS 16 and accounted for as operating expenses.

Subsidiary companies

Subsidiaries are measured using the cost method in the separate financial statements. Investments are measured at the acquisition cost of the shares unless it has been necessary to write down their value. They are written down to fair value when the fall in value is due to other-than-temporary circumstances and it is deemed necessary in accordance with generally accepted accounting practices. Write-downs are reversed when the basis for a write-down is no longer present.

Inventories and cost of sales

Inventories are measured at an amount equal to the lower of acquisition cost and net realisable value. The net realisable value is the estimated selling price in the ordinary course of business less the estimated cost of completion and selling expenses. The acquisition cost of manufactured inventories includes the direct cost of materials, direct labour and a share of indirect production overheads, while the acquisition cost of purchased inventories is the cost price based on the first-in-first-out principle and includes the cost incurred in acquiring the inventories, production or conversion overheads and other costs incurred in bringing them to their existing location and condition. In accordance with IAS 2.28, the value of inventories is written down to the net realisable value if the inventories have been damaged or have become wholly or partially obsolete or if the selling price has fallen.

Cost of sales for the year comprises the cost price of goods sold plus any write-down in accordance with IAS 2.28 at the end of the year.

Trade receivables and other receivables

Trade receivables are initially recognized at fair value. The fair value of trade and other receivables is estimated as the present value of future cash flows, discounted at the market rate of interest at the end of the reporting period (the reporting date). Due to their short residual maturity, the nominal value of the receivables is deemed to reflect their fair value. Provisions for losses are accounted for when there are objective indicators that the company will not receive payment in accordance with the original terms and conditions. The provision is the difference between the nominal/amortised cost and expected payment (present value of expected future cash flow) from the customer.

Accounts payable and other liabilities

Trade payables are measured at fair value when initially recognized and at amortised cost in subsequent periods. Due to their short residual maturity, the nominal value of the payables is deemed to reflect their fair value / amortised cost.

Currency

Monetary items in foreign currencies are measured using the exchange rate at the end of the accounting year.

Pension obligations and pension costs

Employee benefits in the form of pension schemes are accounted for in accordance with NRS 6 and calculated in accordance with International Accounting Standard (IAS) 19R "Employee benefits". Pensions are described in Note 6. The net pension costs for the period are classed as salary and personnel costs.

The company operates a pension scheme financed by contributions paid into a separate legal entity (insurance company) in the form of a defined contribution plan. A defined contribution plan is a pension scheme under which the group pays fixed contributions to the insurance company. The group has no further payment obligations once the contributions have been paid. The contributions are recognized in profit or loss as salary costs as incurred. Prepaid contributions are recognized as assets to the extent that they can be refunded or reduce future contributions.

The company is also participant in the AFP scheme which is a pension-scheme that pays a lifelong supplement to ordinary pension benefits.

The company has in addition to the ordinary pension scheme also a supplementary pension plan for executive management and key employees.

Deferred tax and tax expenses

Deferred tax is calculated on the basis of temporary differences between carrying amounts and taxable values at the end of the accounting year. A nominal tax rate is used in the calculation. Positive and negative differences are offset against each other within the same period. A deferred tax asset occurs if there are temporary differences giving rise to tax deductions in the future. Tax for the year comprises changes in deferred tax and deferred tax assets together with tax payable for the year, adjusted for errors in the calculations for previous years.

Statement of cash flows

The statement of cash flows has been prepared using the indirect method. Cash and cash equivalents consist of cash, bank deposits and other short-term liquid investments which may be converted, immediately and with an insignificant exchange rate risk, to known cash amounts and which have a maturity date no later than three months from the acquisition date.

Contingent liabilities

From time to time, the company receives claims for compensation for / rectification of work that has been carried out. These are recognised as liabilities if it is highly probably that a claim will be paid or if work will be carried out free of charge in subsequent periods.

Error in previous years' accounts

If a material failure is detected in the previous year's accounts, this is recognized in equity and comparative figures for the previous year are restated. If the error is not material, this is recognized through profit and loss in the current year.

New and amended standards adopted by the company

The group has applied the following standards and amendments for the first time for the reporting period commencing 01.01.2020:

- Definition of Material – amendments to IAS 1 and IAS 8
- Definition of a Business – amendments to IFRS 3
- Interest Rate Benchmark Reform – amendments to IFRS 9, IAS 39 and IFRS 7
- Revised Conceptual Framework for Financial Reporting
- Covid-19-Related Rent Concessions – amendments to IFRS 16

None of the amendments listed above have had any impact on the amounts recognized in prior periods and are not expected to significantly affect the future periods.

Beerenberg Services AS

Annual Accounts 2020

Notes

Amounts in NOK 1 000

Note 2 Revenue from contracts with customers

Beerenberg Services has organized its activities into the business units, Services and Benarx. Services has the overall responsibility for Beerenberg's newbuild, maintenance and modifications contracts. Benarx designs, manufactures and delivers a complete range of insulation and fire protection products.

Distribution of external and internal revenue

	2020	2019
External revenue from contracts with customers	1 516 604	2 054 732
Internal revenue from contracts with customer	58 716	86 326
Total revenue from contracts with customers	1 575 320	2 141 058

Beerenberg's main contracts with customers are servicing and maintenance contracts. Main deliveries in these contracts involves enhancing assets that the customer controls while the asset is enhanced. This means that Beerenberg's customer contracts involving sales of services are recognized over time when services are delivered.

Revenue from Beerenberg's contracts with customers involving sale of goods are recognized at a point in time which the company transfers control of the goods to the customer. The company's revenue also arises from hiring out different types of equipment. Revenues from these types of contracts are recognized over time as the customer has control of the equipment which is hired. Other revenue in 2020 relates mainly to government support packages related to Covid-19.

	2020	2019
Revenues from contracts with customers		
Revenues from sale of services	1 224 662	1 722 099
Revenues from sale of goods	203 410	271 767
Revenues from hiring of equipment	133 148	146 798
Total revenue from contracts with customers	1 561 220	2 140 664
Other revenue	14 041	116
Gains from sale of assets	60	278
Total other revenue	14 101	394
Total revenue	1 575 320	2 141 058

Geographic

Revenue is also measured according to whether it is earned in Norway/on the Norwegian Continental Shelf (NCS) or internationally (ICS).

	NCS		ICS		Total sales revenue	
	2020	2019	2020	2019	2020	2019
Revenue	1 564 978	2 077 243	10342	63 814	1 575 320	2 141 058

Beerenberg Services AS

Annual Accounts 2020

Notes

Amounts in NOK 1 000

Note 3 Cash and bank deposits

The company has a tax withholding guarantee of 43 000.

The group has a combined overdraft and guarantee limit of 150 000. Deductions on overdraft as at 31.12.2020 amounted to 0 for the group as a total. Utilization of the guarantee limit amounted to 113 165

The liquidity in the group is organized in a Cash Pool arrangement where the parent company Beerenberg Services AS is the owner of the arrangement. The arrangement entails that Beerenberg AS, Beerenberg Holding and Beerenberg Industri AS's cash/debt to credit institutions are receivables/debt to Beerenberg Services AS. Beerenberg AS, Beerenberg Holding and Beerenberg Services AS is jointly and severable responsible for deductions in the cash pool.

The cash pool consists of the following as of 31.12.20:

Beerenberg AS	-5 996
Beerenberg Holding AS	1 629
Beerenberg Services AS	79 880
Beerenberg Industri AS	-5 316
	<hr/>
	70 196

Beerenberg Services AS

Annual Accounts 2020

Notes

Amounts in NOK 1 000

Note 4 Inventory

Inventory	31.12.2020	31.12.2019
Raw materials	35 606	25 199
Provision for obsolete inventory	-2 006	-1 782
Total Inventory	33 601	23 417

Beerenberg Services AS
Annual Accounts 2020

Notes

Amounts in NOK 1 000

Note 5 Personnel Cost / Compensations / number of FTEs / Loans to employees

Personnel costs

	2020	2019
Salaries incl. holiday pay	584 427	736 409
National Insurance contributions	83 764	104 756
Pensions	26 498	25 061
Contract personnel	250 518	490 793
Other employee benefits	16 290	15 312

Total personnel costs	961 496	1 372 331
------------------------------	----------------	------------------

Number of Full-time equivalents (FTEs)	1 533	1 792
--	-------	-------

Compensations	2020	2019
----------------------	-------------	-------------

Directors' fees	2020
------------------------	-------------

Chairman Ketil Lenning	400
Ingelise Arntsen	215
Hilde Drønen	195
Morten Walde	-
Svein Eggen	175
Sebastian Ehrnrooth	175
Total for board members elected by shareholders	1 160

Finn Kydland	60
Andre Simonsen	60
Tore Kjell Jørgensen (deputy member)	5
Christian Jørgensen (deputy member)	-
Rune Kårbø (observer)	11
Ståle Andreas Hovdekleiv (observer)	-
Total for board members elected by employees	135

Salary and other compensations for CEO	2 812	2 754
--	--------------	--------------

CEO have a pension scheme agreement which amounts to 10 % of salary.

No other bonuses, severance, options, loans or guarantees than described here are given to the board of directors or management.

The CEO has an agreement that ensure a salary for up to 18 months if the employer terminates the employment. A competition clause apply for the CEO in the same period. The CEO have a result-based bonus scheme, which is the same for all employers in the group management, and can maximum amount to 40 % of the yearly salary for CEO and 30% for group management

Beerenberg Services AS

Annual Accounts 2020

Notes

Amounts in NOK 1 000

Note 6 Pensions

Mandatory occupational pension

The company is obliged to operate an occupational pension scheme in accordance with the Norwegian act on mandatory occupational pensions. The company's pension schemes satisfy the provisions of this act.

Extended pension scheme

CEO and other defined key personell have an additional pension scheme agreement which amounts to 10 % of salary for CEO, 6 % for group executives and 3 % for other members of this pension scheme.

AFP

The Company is part of a AFP scheme that entitles the members to a lifelong pension supplement to ordinary pensions. Employees may elect to join the AFP scheme from the age of 62 while continuing to work, and they will accrue premiums additional benefits by continuing to work until the age of 67. The AFP scheme is a defined benefit multiemployer pension scheme and is financed by set as a percentage of salary. There is currently no reliable measurement and allocation of obligations and assets under the scheme. The scheme is accounted for as a contribution-based pension scheme whereby premium payments are recognised as an expense as incurred and no provisions are made in the financial statements.

Pension obligations has the following composition	2020	2019
Obligations related to extended pension scheme	11 266	9 314
Pension funds	-9 874	-7 792
Total net pension liabilities (- assets)	1 392	1 521

Pension cost in income statement has the following composition	2020	2019
Pension cost extended pension scheme	2 474	2 942
Pension cost mandatory occupational pension	12 547	10 440
Pension cost AFP scheme	11 477	11 679
Total pension cost in income statement	26 498	25 061

Beerenberg Services AS

Annual Accounts 2020

Notes

Amount in NOK 1 000

Note 7 Tangible and intangible assets

Property, plant and equipment

						2020	2019
	Cars	Production equipment	IT and data	Right of use assets	Building related improvements/alterations	Total	Total
Aquisition cost 01.01.	26 645	396 275	15 921	63 428	42 083	544 352	429 506
Merger with Benarx Solutions 01.01						0	9 793
Acquisitions of non-current assets	2 519	9 952	18		1 344	13 833	105 803
Disposals		-31				-31	-751
Aquisition cost 31.12.	29 164	406 196	15 939	63 428	43 427	558 154	544 352
Accumulated depreciation 01.01.	21 023	273 801	15 591	12 656	31 249	354 320	314 060
Depreciation for the year	2 086	19 446	176	13 408	4 029	39 144	39 858
Write-downs for the year		613				613	402
Accumulated depreciation 31.12.	23 109	293 860	15 767	26 063	35 278	394 077	354 320
Capitalized value 31.12.	6 055	112 336	172	37 365	8 149	164 077	190 031
Economic useful life	5 years	5-10-15 years	3 years	5-7 years	10 years		
Depreciation schedule	Straight-line	Straight-line	Straight-line	Straight-line	Straight-line		

The right-of-use assets is the balance sheet representation of Beerenbergs's right to use a leased asset over the course of the lease term according to IFRS 16.

These assets mainly consists of the lease agreements for the head office and other facilities.

The economic useful life and depreciation schedule equals the years in the lease agreement.

Intangible assets

			2020	2019
	R&D	Patents and development projects	Total	Total
Aquisitions cost 01.01.	1 805	16 451	18 256	11 914
Merger with Benarx Solutions 01.01				7 147
Acquisitions in-house R&D				-805
Aquisition cost 31.12.	1 805	16 451	18 256	18 256
Accumulated depreciation 01.01.	1 033	6 624	7 658	4 102
Depreciation of the year	440	2 684	3 124	3 556
Write-downs for the year				
Accumulated depreciation 31.12.	1 473	9 308	10 782	7 658
Capitalized value 31.12.	332	7 142	7 474	10 598
Economic useful life	10 years	5 years		
Depreciation schedule	Straight-line	Straight-line		

Beerenberg Services AS

Annual Accounts 2020

Notes

Amount in NOK 1 000

Note 8 Equity and shareholder information

Equity	Share capital	Share premium	Retained earnings	Total
Equity 01.01.	20 200	7 976	249 090	277 266
Change in equity				
Total result for the period			110 979	
Group contribution (after tax)			-127 161	
Equity 31.12.	20 200	7 976	232 908	261 084

Share Capital and shareholder information

The Company's share capital is 20 200 and is distributed as follows:

Class of shares	Total shares	Nominal value per share	Ownership share
Beerenberg Holding AS	200 000	101	100 %
Total shares	200 000	101	100 %

Beerenberg Services AS

Annual Accounts 2020

Notes

Amounts in NOK 1 000

Note 9 Secured Liabilities and guarantees

The Company has provided security for its arrangement with Danske Bank. The tables below provide an overview of the arrangement and the book value of the assets set up as security.

Beerenberg Services AS is jointly and severally liable with the other group companies for a Bond issue in Beerenberg AS.

The Company has produced joint bank guarantee for all the companies in the group. The Company's guarantee liability pertains to contract guarantees for such guarantees and to guarantees to the authorities. As at 31.12.20, the guarantees in the Company totalled 113 165 compared to 100 936 as at 31.12.19.

	<u>31.12.2020</u>	<u>31.12.2019</u>
Security has been provided for the following debts:		
Guarantees, incl. Tax withholding guarantee	113 165	100 936
Long-term liabilities to credit institutions (in the company Beerenberg AS)	673 599	844 935
Total	<u>786 764</u>	<u>945 871</u>
Capitalized value of assets provided as security for secured debts:		
Fixed assets	126 712	139 258
Inventories	33 601	23 417
Trade receivables	211 791	212 827
Total	<u>372 103</u>	<u>375 502</u>

The company has no debt due later than five years.

Beerenberg Services AS

Annual Accounts 2020

Notes

Amount in NOK 1 000

Note 10 Tax

	01.01 - 31.12	
	2020	2019
Tax payable has been calculated as follows		
Ordinary result before tax	142 298	167 060
Permanent differences	390	2 458
Change in temporary differences	20 339	-9 082
Basis for tax payable	163 027	160 436
Group contribution	-163 027	-160 436
Basis for tax payable in the Balance Sheet	0	0
Tax cost is calculated as follows:		
Tax payable on the result of the year	35 866	35 296
Gross change deferred tax	-4 475	1 998
Total tax cost for the year	31 391	37 294
Tax Korean Branch	-73	62
Total tax cost for the year	31 319	37 356
	31.12.2020	31.12.2019
Tax payable on the Balance Sheet has been calculated as follows		
Tax payable on the result for the year	35 866	35 296
Tax effect Group Contribution	-35 866	-35 296
Tax grants (SkatteFUNN)	-585	0
Total tax payable/receivable (-)	-585	0
Spesification of the basis for deferred tax/deferred tax concessions		
Fixed assets	27 136	29 757
Current assets	-10 283	-7 882
Liabilities	-49 499	-34 181
Total basis for deferred tax/deferred tax concessions	-32 646	-12 307
Deferred tax/deferred tax concessions (-)	-7 182	-2 707
Explanation as to why the tax for the year does not amount to 22 % of the result before tax		
22 % of the result before tax	31 306	36 753
Permanent differences (22 %)	86	541
Calculated tax	31 391	37 294
Tax Korean Branch	-73	62
Total tax cost for the year	31 319	37 356

Beerenberg Services AS
Annual Accounts 2020

Notes

Amount in NOK 1 000

Note 11 Consolidated items

Consolidated items in the statement of cash flow:

	01.01 - 31.12		Effect on cash
	2020	2019	flow:
Unpaid government charges and special taxes	-71 266	-99 592	-28 326
Other current liabilities	-158 817	-181 900	-23 083
Other receivables	33 436	22 792	-10 643
Contract assets	134 659	182 212	47 553
Warranty provision	16 000	16 000	0
Tax liabilities	585	0	-585
Changes to other time restricted items			-15 085

Consolidated items in the balance sheet

Other current liabilities:

	2020	2019
Unpaid group contributions	163 027	160 436
Unpaid holiday pay	64 108	75 416
Project accruals	93 794	103 379
Accrued interest	43	464
Other	871	2 641
Total other current liabilities	321 844	342 336

Note 12 Receivables and Liabilities

Receivables with maturity within one year are classified as current assets and liabilities with maturity within one year are classified as current liabilities.

Long-term receivables with maturity later than one year

	2020	2019
Loan to related parties	26 639	56 447
Total long-term receivables	26 639	56 447

Long-term liabilities with maturity later than one year

	2020	2019
Leasing liabilities according to IFRS 16	42 929	53 588
Total long-term liabilities	42 929	53 588

Beerenberg Services AS
Annual Accounts 2020

Notes

Amount in NOK 1 000

Note 13 Related parties

Intragroup balances

	Other short term liabilities		Loan to related parties		Loan from related parties	
	31.12.2020	31.12.2019	31.12.2020	31.12.2019	31.12.2020	31.12.2019
Beerenberg Holding AS	1 569	2 901	0	0	0	0
Beerenberg AS	156 646	151 562	0	0	0	0
Beerenberg Industri AS	4 812	5 973	0	0	0	0
Beerenberg Singapore Pte. Ltd	0	0	26 639	29 880	0	62
Beerenberg Poland sp. z o.o	0	0	0	26 567	0	0
Total	163 027	160 436	26 639	56 447	0	62

	Supplier liabilities		Accounts receivable	
	31.12.2020	31.12.2019	31.12.2020	31.12.2019
Beerenberg Industri AS	0	0	609	2 470
Beerenberg Korea Ltd	0	0	23 577	21 287
Beerenberg Poland sp. z o.o	3 257	5 639	3 279	4 998
Beerenberg Singapore Pte. Ltd	0	49	23 318	13 129
Beerenberg UK Ltd	0	0	10 822	0
Beerenberg DSL Ltd	0	0	2 337	0
Total	3 257	5 688	63 942	41 885

Transactions with related parties

In 2020 the group conducted transactions with related parties as follows:

The company has given a group contribution to Beerenberg AS of 156 646, Beerenberg Holding of 1 569, and Beerenberg Industri AS of 4 812.

Parent company and Group Accounts

The company's parent Company is Beerenberg Holding AS which has business address in Bergen.

Group Accounts are prepared for Beerenberg AS, which is the parent company of Beerenberg Holding AS.

The group accounts is available at the Company website and can also be provided by contacting the Brønnøysund Register Centre.

Beerenberg Services AS

Annual Accounts 2020

Notes

Amounts in NOK 1 000

Note 14 Investment in subsidiaries

	Ownership share	Capitalized value	Result 2020	Equity 2020
Beerenberg Industri AS	100 %	26 360	-3 886	16 117
Beerenberg Poland Sp. Z.o.o.	100 %	49 683	-552	26 521
Beerenberg Singapore PTE Ltd	100 %	309	3 000	987
Beerenberg UK Ltd	100 %	117	10 236	10 115
Beerenberg DSL Ltd	49 %	1 550	-1 833	991

Beerenberg Industri AS's registered office is in Skien and was incorporated in 1995. The voting share is identical to the ownership share.

Beerenberg Poland Sp. Z o.o.'s registered office is in Poland and was incorporated in 2015. The voting share is identical to the ownership share.

Beerenberg Singapore PTE Ltd's registered office is in Singapore and was incorporated in 2014. The voting share is identical to the ownership share.

Beerenberg UK Ltd registered office is in UK and was incorporated in 2020. The voting share is identical to the ownership share.

Beerenberg DSL Ltd is registered in Thailand and was incorporated in 2020. Beerenberg Services AS holds 49% of the shares in the company. The majority of voting rights is secured through the shareholder structure.

Beerenberg Services AS also has a branch office in Korea.

Note 15 Warranty provision

The company has warranty liabilities relating to maintenance contracts. Warranty periods may last for three to five years after an annual programme has been completed. New-build and modifications contracts are generally subject to a two to three year warranty after the completion certificate has been issued. Other provisions for liabilities are entirely related to warranty provision.

Beerenberg Services AS

Annual Accounts 2020

Notes

Amounts in NOK 1 000

Note 16 Other operating costs

Other operating costs

Beerenberg Services AS's other operating costs totals NOK 245 334 in 2020.
approx. 73 % of these costs are directly related to projects.

Other costs are costs relating to consultancy fees, project costs, premises and associated costs, IT, insurance premiums, contingents, marketing and patent costs.

	<u>2020</u>	<u>2019</u>
Travel expenses	95 379	115 317
Rental of equipment	26 747	35 460
Other project costs	57 915	95 494
Consultancy fees	17 441	19 277
Facilities	4 085	3 852
IT	14 855	14 289
Insurance	2 230	1 587
Subscription	1 795	1 389
Market	2 074	2 151
Patents	442	1 032
Office	6 168	10 923
Management fee	226	2 999
Other	15 977	2 527
Total	245 334	306 296

Auditor's fee	2020	2019
Statutory audit (incl. technical assistance with financial statements)	1 140	1 207
Tax advisory fee (incl. technical assistance with tax return)	88	192
Other assistance	127	268
Total	1 354	1 668

The sums stated are exclusive of VAT.

Beerenberg Services AS
Annual Accounts 2020

Notes

Amounts in NOK 1 000

Note 17 Trade receivables and other receivables

Trade receivables	2020	2019
Trade receivables at face value	214 791	216 327
Group internal trade receivables	63 942	41 885
Provision for bad debt	<u>-3 000</u>	<u>-3 500</u>
	275 733	254 711
Earned, not invoiced accounts receivable	<u>134 659</u>	<u>182 212</u>
Total trade receivables and earned, not invoiced revenue	410 392	436 923

Earned, not invoiced accounts receivables relates to consideration for work performed, but not yet invoiced at the reporting date. This mainly pertains to work performed in December 2020, invoiced in January 2021.

Earned, not invoiced accounts receivables is transferred to accounts receivables when the company has issued invoice to the customer.

Age distribution of trade receivables as of 31.12.

	2020	2019
Not overdue	214 849	224 595
0–30 days overdue	10 859	16 318
31–90 days overdue	13 128	11 746
More than 90 days overdue	<u>39 898</u>	<u>5 552</u>
	278 733	258 211

Approximately 75 % of the trade receivables relates to multinational oil companies with good payment history. The overdue receivables mainly relates to receivables from other companies in the group.

Extended payment terms to these companies have been granted as payments from end clients are dependent on project progress which have been delayed in 2020. Provision for potential losses are 3 000 which covers the uncertainty of payment from external clients. There are no provision for potential losses on group internal trade receivables.

Other receivables	2020	2019
Advance payments to employers	174	10,80
Project related receivables	11 926	6 487,57
Prepaid expenses	8 576	2 844,32
Other receivables	<u>12 760</u>	<u>13 450,00</u>
Total other receivables	33 436	22 793

Beerenberg Services AS
Annual Accounts 2020

Notes

Amounts in NOK 1 000

Note 18 Events after the reporting date

No events have occurred after the reporting date, that are of significant impact when considering the financial position or the result of the company.



To the General Meeting of Beerenberg Services AS

Independent Auditor's Report

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Beerenberg Services AS, which comprise the balance sheet as at 31 December 2020, the income statement, statement of comprehensive income and statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements are prepared in accordance with law and regulations and give a true and fair view of the financial position of the Company as at 31 December 2020, and its financial performance and its cash flows for the year then ended in accordance with simplified application of international accounting standards according to section 3-9 of the Norwegian Accounting Act.

Basis for Opinion

We conducted our audit in accordance with laws, regulations, and auditing standards and practices generally accepted in Norway, including International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company as required by laws and regulations, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other information

Management is responsible for the other information. The other information comprises information in the annual report, except the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated.



If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of the Board of Directors and the Managing Director for the Financial Statements

The Board of Directors and the Managing Director (management) are responsible for the preparation and a true and fair view of the financial statements in accordance with simplified application of International Accounting Standards according to the Norwegian Accounting Act section 3-9, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with laws, regulations, and auditing standards and practices generally accepted in Norway, including ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

For further description of Auditor's Responsibilities for the Audit of the Financial Statements reference is made to <https://revisorforeningen.no/revisjonsberetninger>

Report on Other Legal and Regulatory Requirements

Opinion on the Board of Directors' report

Based on our audit of the financial statements as described above, it is our opinion that the information presented in the Board of Directors' report concerning the financial statements and the going concern assumption is consistent with the financial statements and complies with the law and regulations.

Opinion on Registration and Documentation

Based on our audit of the financial statements as described above, and control procedures we have considered necessary in accordance with the International Standard on Assurance Engagements (ISAE) 3000, *Assurance Engagements Other than Audits or Reviews of Historical Financial Information*, it is our opinion that management has fulfilled its duty to produce a proper and clearly set out registration and documentation of the Company's accounting information in accordance with the law and bookkeeping standards and practices generally accepted in Norway.



Bergen, 8 April 2021
PricewaterhouseCoopers AS

Marius Kaland Olsen
State Authorised Public Accountant

(This document is signed electronically)

Revisjonsberetning

Signers:

<i>Name</i>	<i>Method</i>	<i>Date</i>
Olsen, Marius Kaland	BANKID_MOBILE	2021-04-08 18:24

**This document package contains:**

- Closing page (this page)
- The original document(s)
- The electronic signatures. These are not visible in the document, but are electronically integrated.



This file is sealed with a digital signature.
The seal is a guarantee for the authenticity
of the document.

APPENDIX 7

ANNUAL REPORT 2019

BEERENBERG SERVICES AS



Annual Director's Report 2019

The oil and gas market remain volatile and competitive, but in 2019 the global market for oil & gas did improve. Beerenberg's market position strengthened through steady order intake and a solid order backlog in Services as well as in Benarx. From the middle of March 2020, the Covid-19 Pandemic and the decrease in the price of oil had an immediate disruptive effect on the company and the economy.

With effect from 01.01.2020 the subsidiary Benarx Solutions AS was merged with Beerenberg Services AS as overtaking company.

Services is built around Beerenberg's core ISS disciplines (Insulation, Scaffolding and Surface treatment) also include passive fire protection, technical cleaning, rope access techniques, architectural/outfitting services and the cold work concepts Sveisolat (habitats) and cold cutting / mobile machining, all primarily offered to clients on the Norwegian Continental Shelf (NCS).

Benarx is built around Beerenberg's proprietary Benarx® product range of high specification insulation products (thermal, acoustic and passive fire protection) as well as insulation solutions for subsea installations.

Beerenberg's head office is in Bergen.

From the middle of March 2020, the Covid-19 pandemic had an immediate disruptive effect on the company and the general economy. Beerenberg reacted quickly to the new market conditions and is working to minimize the effects and maximize the ability to offer its products and services when stabilization is restored.

Group Accounts are prepared for Beerenberg AS, which is the parent-parent company of Beerenberg Services AS. The Group Accounts is available at the Company website and can also be provided by contacting the Brønnøysund Register Centre.

FINANCIAL STATEMENT

The operating revenue in 2019 increased by approx. 60% to NOK 2,141 million compared with NOK 1,335 million in 2018. The increase is mainly related to higher activity in maintenance and modification activities in the Services segment, and the effect of the merger with Benarx Solutions AS.

Earnings before interest, taxes depreciation and amortisation (EBITDA) ended at NOK 210 million, up 64% compared to NOK 128 million in 2018. The EBITDA margin was steady 9,8%, compared to 9,6% in 2018.

Net financial income for the full year ended at NOK 1 million, down from NOK 9 million last year. The decrease is mainly due to implementation of IFRS 16 which implies a reclassification of some of the payments for rental agreements to finance cost, and the merger with Benarx Solutions AS which implies less interest income.

The full year net profit of 2019 was NOK 130 million versus NOK 86 million in 2018.

The estimated order backlog at the year-end, including frame agreements and options, was NOK 9.3 billion, down from NOK 9.5 billion in 2018.

CAPITAL, CASH FLOW AND LIQUIDITY

Total assets at the end of 2019 amounted to NOK 947 million, up from NOK 710 million in 2018, mainly due to the merger with Benarx Solutions AS, a higher activity level as well as the IFRS 16 impact.

The equity was NOK 277 million, down from NOK 310 million. The reason for the decrease is because of group contribution and the merger with Benarx Solutions AS, which had negative equity at the time of the merger. The equity ratio is 29 %.

Cash flow from operating activities depends on a number of factors, including progress on and delivery of projects, changes in working capital and prepayments from customers. Cash flow from operating activities was NOK 216 million, compared to NOK 132 million in 2018.

Beerenberg's net cash outflow for investing activities was NOK 67 million in 2019, up from NOK 22 million, where the main difference is outgoing payments of loan to subsidiary.

Net cash outflow related to financing activities was NOK 95 million, down from NOK 190 million in 2018. The reason for the decrease is mainly due to higher group contribution paid in 2019 compared to 2018.

Total non-current assets were NOK 344 million in 2019, up from NOK 217 million in 2018. Current assets were NOK 603 million in 2019, up from NOK 492 million.

Total current liabilities were NOK 590 million in 2019, up from NOK 388 million and total non-current liabilities were NOK 79 million compared to NOK 12 million in 2018.

The main reasons for increases compared to 2018 is the merger with Benarx Solutions AS, higher activity level and implementation of IFRS 16.

SHAREHOLDERS

Beerenberg Holding AS owns 100 % of the shares in Beerenberg Services AS.

FINANCIAL RISK

The board of directors of the Beerenberg group sets out a framework and develops guidelines for risk management in the group and continuously controls and supervises the implementation of these. The group's central finance department has overall responsibility for day-to-day management and follow-up of the group's financial risks and works closely with the operational units to identify, evaluate and implement necessary measures to reduce risk.

Risk management covers credit risk, currency risk, interest rate risk, financial and liquidity risk, market risk and technology risk.

CREDIT RISK

The Beerenberg group conducts business in an environment dominated by large and strong clients, and historically there have been few losses incurred on its receivables. New customers are credit-checked before entering into contracts, and efforts are made during international operations to use letters of credit to safeguard receivables and payment demands wherever possible. The oil and gas market have elements of increased credit risk. To deal with these the company has introduced additional measures to monitor credit risk within certain client segments, especially maintenance, modifications and for international clients.

The Covid-19 pandemic might increase the credit risk and the Beerenberg group is actively monitoring the clients.

CURRENCY AND INTEREST RATE RISK

A key principle for the Beerenberg group is to keep the currency risk as low as possible by using the same currency for both income and expenditure. In its international operations the group is not always able to follow this principle and as a result client and supplier contracts involving currency exposure above and beyond defined limits must be hedged. A limited amount of the group's revenues, expenditure and investments are denominated in foreign currencies.

The group's interest rate risk in relation to interest-bearing debt is for the most part hedged through a long-term interest rate agreement, whereby a variable NIBOR-based interest rate plus a spread has been swapped so that exposure towards fluctuations in the short-term interest rate is reduced.

FINANCIAL AND LIQUIDITY RISK

The Beerenberg group's debt was refinanced in 2017, however the group retained the relationship with its main banks, providing working capital financing and guarantee limits.

The company's financing arrangement requires it to achieve adequate cash flow and revenues over time. The company continues to measure the financial criteria in line with the terms of the agreement.

The Beerenberg group's financing is partly a listed loan with expiry early in 2021. The risk of refinancing the listed bond is expected to increase due to disruptive events in 2020 in connection with the Covid-19 pandemic and the prevailing low price of oil.

MARKET RISK

The Beerenberg group operates in the oil and gas market, which due to price fluctuations can be volatile. Beerenberg is affected by the oil companies' actions and the prevailing oil and gas prices. To mitigate this, Beerenberg has diversified into various segments of the market, e.g. new-build and maintenance and modification projects. Beerenberg is also expanding internationally, with the proprietary Benarx® product range and it is looking into related market segments, such as infrastructure for both products and services.

There is reason to believe that investment growth on the Norwegian Continental Shelf will abate in the long term, which in turn will impact investment. In order to expand its operations and customer base, the group has therefore been working to grow its international presence.

The oil price decrease from early March 2020 may affect the oil companies' ability and willingness to invest in maintenance and modification projects. The long-term effect of the decrease remains to be seen.

TECHNOLOGY RISK

The market in which Beerenberg operates will continue to seek improved solutions and products for the future. In order to maintain its competitive edge, the group has adopted a strategy of continued investment in engineering services, digitalization and R&D along with an ambition to protect its assets through patents and other proprietary rights.

RESEARCH AND DEVELOPMENT

The Beerenberg group's focus as regards to research and development is product and method development in the field of ISS. Beerenberg is working actively with research communities and institutions with a view to developing new technology and in-house expertise within the group's areas of operation.

Research and development are conducted in close partnership with clients in order to create value for the group's customers.

The Beerenberg group has a continuous focus on research and development and as at 31.12.19 the group had 15 registered patent families with 28 regional and national patents, 2 Patent Pending cases and 5 PCT/regional applications.

SOCIAL RESPONSIBILITY AND ETHICS

Beerenberg's annual report includes a separate account of the group's approach, conduct and guidelines in relation to social responsibilities and ethics.

Beerenberg's ethical guidelines are a central part of its training programmes as training in the group's ethical guidelines helps ensure that employees and others acting on behalf of the group exercise good judgement and behave in a manner that is consistent with the company's ethical rules.

HUMAN RELATIONS, ORGANISATION AND WORKING ENVIRONMENT

Human relations and working environment

The Beerenberg group had 1,136 employees as at 31.12.19, up from 875 at the end of 2018. Including contractors, the number of FTEs totalled 1792.

Beerenberg seeks to sustain a good working environment with enthusiastic and motivated staff who feel that they are being well looked after. The group has staff arrangements and fora for co-operation between staff and management, as is common within the sector.

EQUALITY AND DISCRIMINATION

Beerenberg has respect for every individual and recruitment is based on qualifications without regard for the candidate's gender, age, disability, ethnicity, religion or cultural background. Beerenberg wishes to create an inclusive workplace culture and is working actively to ensure a good working environment. All employees shall be given pay and working conditions that competitive and fair.

It is Beerenberg's ambition to increase the proportion of women at all levels within the organisation by taking a systematic approach to recruitment and enabling development and growth within the organisation. Female employees, most of whom serve in administrative positions, made up 6.8% of the workforce at year end. In 2019 there were one woman in the group management team and two women on the board of directors.

ORGANISATION

In 2019 the company made changes to its legal structure, by merging Beerenberg Services AS and Benarx Solution AS.

The company is organised as two business divisions – Services and Benarx.

HEALTH, SAFETY AND ENVIRONMENT

Beerenberg continuously works to prevent injury and to create a working environment that is meaningful and healthy for all employees. Beerenberg has adopted a zero-tolerance philosophy in relation to injury to people, damage to the natural environment and material assets. The effort to prevent acute damage to health and long-term injuries is a high priority for Beerenberg. By focusing on training, health monitoring, risk management and robust working practices, Beerenberg seeks to reduce the risk of health issues and injuries amongst employees exposed to risk. Beerenberg's health monitoring programme also applies to our subcontractors and is managed through contract meetings, reporting and audits.

Good working practices, job planning and procedures alone are not enough to prevent sickness and injury. The key issue is compliance, whereby the knowledge and motivation of individual employees are important factors. Beerenberg's commitment to HSE includes (but is not limited to) obligatory HSE training for all employees and contractors as well as a three-day HSE course for all managers.

Central to Beerenberg's preventive HSE programme are also various surveys designed to strengthen our knowledge base, identify risk and associated HSE measures.

The company is working to reduce sickness absence, both at a collective and an individual level. Sickness absence in 2019 stood at 5.8%, a reduction from 6.8% in 2018. Short-term sickness absence accounted for 2.8% and long-term absence for 3.0%. The corresponding figures for 2018 were 2.5% and 4,3%, respectively.

In 2019 the company recorded 12 incidents involving personal injury requiring more than first aid, one lost time injury (LTI) and eleven requiring medical treatment. The number of incidents in 2018 was 10. Beerenberg continues its systematic and preventive approach to reducing the number of incidents.

THE NATURAL ENVIRONMENT

In conducting its operations, Beerenberg aims to minimize the environmental impact and the company aims to continuously improve its environmental performance.

Beerenberg's impact on the natural environment is primarily considered to stem from emissions of volatile organic compounds (VOCs) as a result of the use of paint products and solvents. This is a natural consequence of the group's activities, and the volume of VOC emissions will always reflect the volume of assignments and the type of products being ordered and delivered. Beerenberg endeavours to use alternative products and services that help reduce the environment footprint and with a lesser impact on the environment where possible (the substitution requirement). In order to reduce the negative environmental effects of its waste output, Beerenberg has introduced robust procedures for waste disposal and final processing (material and energy harvesting).

Environmental initiatives have also been introduced in administrative functions, and new-builds have helped ensure more energy-efficient solutions and robust systems for waste sorting.

Beerenberg is certified according to NS-EN ISO 9001: 2015 Quality management, NS-EN ISO 14001: 2015 Environmental management and NS-ISO 45001:2018 Occupational health and safety.

FUTURE PROSPECTS

Beerenberg's strategy plan was revised in the autumn of 2019. The plan provides a framework for the company's development up until 2022. In a challenging market the focus will still be on increasing cost-efficiency in both product development and service delivery.

Prospects in the Beerenberg group's primary markets improved during 2019, and the maintenance and modifications market is expected to grow. The company's long-term contracts over 10 and 15 years will provide a solid base for the company going forward. Yet it is important to note that the market is shaped by external factors, especially the price of oil.

Throughout 2019 the company has taken steps to boost its competitiveness and these initiatives will continue. Together with the company's robust foundations, this means the company expects to maintain its revenues and see long-term growth.

The board should like to stress that there is always a degree of uncertainty surrounding assessments of the future.

The world-wide Covid-19 outbreak in Q1 2020 resulted in a dramatic reduction of activities across business sectors. The oil and gas industry were in addition affected by a steep decline in the price of oil, which partly caused by the virus and partly by a supply glut.

While difficult to predict, Beerenberg is operating under the assumption that markets will stabilize towards the end of 2020, with oil priced at levels above those seen at the end of the first quarter.

THE BOARD'S STATEMENT ON CORPORATE GOVERNANCE AND EXECUTIVE MANAGEMENT

In its instructions the board of directors has directed the company and the group to develop procedures and systems for compliance with the Norwegian Code of Practice for Corporate Governance. The associated statement is presented as a separate part of the annual report.

THE BOARD'S ASSESSMENT AND EVENTS AFTER THE BALANCE SHEET DATE

In the board's view the financial statements and statement of financial position with accompanying notes provide a true picture of the activities of Beerenberg AS and of the company's position at year end.

From the middle of March, the covid-19 pandemic has had an immediate disruptive effect on the company, with most projects shifting from high activity to minimum activity as both the Norwegian authorities and customers implemented regulations to reduce the spread of the virus. Beerenberg took immediate action to reduce the number of employees and adapt the organization to the lower activity level.

Beerenberg will not go through this crisis unaffected. In the short term, uncertain conditions will adversely affect the activity. Currently, Beerenberg's ability to deliver products and services is good, but this will be affected by the authorities' future restrictions on the flow of products and services. Beerenberg is working on adapting both production and storage of critical commodities so that deliveries will take place according to plan. Persistent restrictions on travel between countries may present challenges as the activity level increases. As of today, there are restrictions on travel between countries that mean that flexibility is somewhat limited.

Beerenberg may potentially be affected by customers' ability to pay, although this is regarded as a limited risk in the short term but in the event of a persistent uncertain global situation this will become a factor.

The group's financing is partly arranged through a listed bond, with maturity in early 2021. The risk of refinancing the bond is expected to increase due to the disruptive events in 2020 in connection with the Covid-19 pandemic. In order to monitor the company's robustness, the company has visualized scenarios and models that take into account both shorter and longer duration of activity decline.

The company will utilize any government directed packages where the company is qualified in order to soften the implications of the Covid-19 pandemic.

In accordance with Section 3-3a of the Norwegian Accounting Act, the board can confirm that the requirements for the going concern assumption have been satisfied and that the financial statements have been prepared on that basis.

,

Bergen 22. April 2020
Board of Directors at Beerenberg Services AS

Ketil Lenning
Chairman

Sebastian Ehrnrooth

Svein Eggen

Morten Walde

Finn Kydland

Andre Simonsen

Ingelise Arntsen

Hilde Drønen

Arild Apelthun
CEO



Beerenberg Services AS
Annual Accounts 2019

Income Statement

01.01 - 31.12

Amounts in NOK 1 000	Note	2019	2018
Revenue from contracts with customers	2	2 140 664	1 335 023
Other revenue	2	394	0
Total revenue		2 141 058	1 335 023
Materials, goods and services		252 256	115 747
Personnel costs	5,6	1 372 331	909 199
Depreciation and amortisation of tangible and intangible assets	7	43 651	24 497
Impairment of tangible and intangible assets	7	402	140
Other operating costs	7,16	306 296	181 824
Operating result		166 122	103 616
Other finance income	13,18	19 114	13 305
Other finance costs		18 176	4 438
Ordinary result before tax		167 060	112 483
Tax on ordinary result	10	37 356	26 356
Annual profit/loss		129 704	86 126
The annual profit/loss for the year is allocated to:			
Group contribution (net after tax)	8	125 140	65 809
Other equity	8	4 564	20 317
Annual profit/loss		129 704	86 126



Beerenberg Services AS

Statement of Comprehensive Income

Amounts in NOK 1 000	Note	2019	2018
Annual profit		129 704	86 126
<i>Other revenue and expenses</i>			
Total statement of comprehensive income		129 704	86 126
<i>The statement of comprehensive income is attributed to:</i>			
Shareholders		129 704	86 126
Total statement of comprehensive income			

Other revenue and expenses is after tax and will be reversed in the income statement.

The accompanying notes are an integral part of these financial statements.

Beerenberg Services AS

Annual Accounts 2019

Balance Sheet

Amounts in NOK 1 000	Note	31.12.2019	31.12.2018
Assets			
<i>Noncurrent assets</i>			
Intangible assets			
Research and development, software and other intangible assets	7	10 598	7 812
Deferred tax asset	10	2 707	0
Total intangible assets		13 305	7 812
Tangible assets			
Buildings and building related improvements/alterations	7,9	60 130	2 088
Production equipment	7,9	128 094	110 762
Operating equipment	7,9	1 807	2 596
Total tangible fixed assets		190 031	115 446
Financial fixed assets			
Investments in subsidiary companies	14	76 352	93 723
Loans to related parties	12,13	56 447	250
Pension Funds	12	7 792	0
Total financial fixed assets		140 592	93 973
Total noncurrent assets		343 929	217 231
<i>Current assets</i>			
Goods	4,9	23 417	12 490
Receivables			
Accounts receivable from customers	9,13,17	254 711	144 002
Other receivables	13,17	22 792	8 094
Earned, not invoiced contract revenues	17	182 212	139 977
Total receivables		459 715	292 074
Cash at bank	3	119 454	187 742
Total current assets		602 586	492 306
Total assets		946 516	709 537

Beerenberg Services AS
Annual Accounts 2019

Balance Sheet

Amounts in NOK 1 000	Note	31.12.2019	31.12.2018
Equity and Liabilities			
Equity			
Paid-in capital			
Share capital	8	20 200	20 200
Share premium	8	7 976	7 976
Total paid-in capital		28 176	28 176
Retained earnings			
Othe equity	8	249 090	282 181
Total retained earnings		249 090	282 181
Total equity		277 266	310 357
Liabilities			
Provisions for liabilities			
Pension obligations	6	9 314	4 737
Deferred tax obligations	10	0	2 815
Other provisions	15	16 000	4 000
Total provisions for liabilities		25 314	11 551
Long-term liabilities			
Liabilities to credit institutions	9,12,18	53 588	54
Total long-term liabilities		53 588	54
Short-term liabilities			
Supplier liabilities	13	148 421	137 244
Tax payable		0	0
Social security, VAT and other taxes		99 592	55 446
Other short-term liabilities	11,13,15,18	342 335	194 885
Total short-term liabilities		590 349	387 575
Total liabilities		669 250	399 180
Total equity and liabilities		946 516	709 537

Bergen, 22. april 2020
Board of Directors at Beerenberg Services AS

Ketil Lenning
Chairman

Sebastian Ehrnrooth

Svein Eggen

Morten Walde

Finn Kydland

Andre Simonsen

Ingelise Arntsen

Hilde Drønen

Arild Apelthun
CEO

Beerenberg Services AS

Annual accounts 2019

Statement of Cash Flows

Amounts in NOK 1 000	Note	2019	2018
Cash flow from operating activities			
Result for the period before tax		167 060	112 483
Tax paid for the period	10	0	-913
Gains/losses from sales of fixed assets		-278	-148
Depreciation, write-down and amortisation	7	45 424	28 114
Changes to inventory	4	4 507	-5 530
Changes to accounts receivables from customers	17	-56 340	52 000
Changes to supplier liabilities		-2	32 137
Difference between expensed and paid-in/out pension premium	6	-5 724	-3 406
Changes to other time restricted items	11	61 297	-82 770
Net cash flow from operating activities		215 943	131 967
Cash flows from investments activities			
Incoming payments from sale of tangible and intangible fixed assets	7	1 029	173
Outgoing payments from purchase of tangible and intangible fixed assets	7	-41 569	-21 571
Outgoing payments of loans to related parties	13	-26 390	-130
Net cash flow from investment activities		-66 931	-21 528
Cash flows from financing activities			
Outgoing payment of leasing debt	18	-9 895	-102
Outgoing payment of Group Contribution	8	-85 466	-190 323
Net cash flow from financing activities		-95 360	-190 425
Net changes to cash and cash equivalents		53 652	-79 987
Cash and cash equivalents per 01.01.		187 742	267 728
Cash and cash equivalents per 01.01 Benarx Solutions AS		-121 940	
Cash and cash equivalents per 31.12.		119 454	187 742



Beerenberg Services AS

Annual Accounts 2019

Notes to the Financial Statement

Note 1 Accounting principles

Basic principles

The financial statements have been prepared in accordance with section 3-9 of the Norwegian Accounting Act and with the Directives specified by the Norwegian Ministry of Finance on 21. of January 2008 (simplified IFRS).

The financial statements ending 31 December 2019, are the first the Company has prepared in accordance with simplified IFRS. For periods up to and including the year ended 31 December 2018, the Company prepared its financial statements in accordance with Norwegian generally accepted accounting principles (NGAAP). For further information about the conversion from NGAAP to simplified IFRS, please refer to note 19.

Basis for preparation

The annual financial statements have been prepared on the basis of historical cost principles, comparability, the going concern assumption, congruence and prudence. Transactions are recognised to the value of the consideration on the transaction date. Revenue is recognised in profit or loss as accrued, and costs are matched with accrued revenues. The accounting principles are described in more detail below.

Use of estimates

In the preparation of the annual accounts estimates and assumptions have been made that have affected the profit and loss account and the valuation of assets and liabilities, and uncertain assets and liabilities on the balance sheet date in accordance with generally accepted accounting practice. Areas which to a large extent contain such subjective evaluations, a high degree of complexity, or areas where the assumptions and estimates are material for the annual accounts, are described in the notes.

Classification of items in the statement of financial position

Assets intended for long-term ownership or use are classified as non-current assets. Assets associated with the circulation of goods are classified as current assets. Receivables are classified as current assets if they fall due within one year. Analogue criteria are applied to liabilities. However, repayments of non-current receivables and non-current liabilities made in the first year are not classed as current assets or current liabilities.

Revenue recognition

Most of the company's revenues are associated with the sale of services, goods and the hire of equipment in connection with maintenance contracts that the company has entered into. Revenues are recognized in accordance with IFRS 15 Revenue from contracts with customers. This standard was new as from 2018 and introduced a 5-step model for all customer contracts. The majority of the Company's contracts are invoiced and recognized as income on basis of hours incurred multiplied by a defined hourly rate associated with the services provided, unit price contracts are recognized as income in accordance with measured progress and equipment rental is recognized as income in the period the equipment is hired out.

Contract revenues include the initial amount agreed in the contract plus any variations in contract work, disputed amounts and incentive payments will only be included to the extent that it is highly probable that a reversal of revenue will not occur.

Contract expenses are recognized as incurred, unless they generate an asset related to future contract activity. Indirect expenses which are applicable to the company, or to the project activities, but which cannot be allocated to an individual project, are not included.

Revenue relating to ordinary activities is measured at the fair value of the consideration received or receivable, net of returns, trade discounts and volume rebates etc.

Revenue from services rendered is recognised when persuasive evidence exists that the work completed has been, or is highly likely to be, approved by the customer. This is assessed on the basis of the stage of completion of the service at the end of the reporting period. The stage of completion is assessed on the basis of work completed. If the outcome of a maintenance contract cannot be measured reliably, the contract revenues are recognised only to the extent that the incurred contract expenses are expected to be met by the customer. An expected loss on a contract is recognised in profit or loss as incurred.

Revenue from the sale of goods is recognised when persuasive evidence exists that the significant risks and rewards of owning the goods have been transferred to the buyer. For sales of the company's products, transfer normally occurs once the product is received at the customer's warehouse or installation.

Maintenance contracts

Most of the Company's revenue is associated with long-term maintenance contracts. As a general rule, these contracts are agreed with a fixed price per unit (unit price contracts) or a fixed price per hour, and variations thereof. What constitutes a unit varies from contract to contract, but it as an example may be a square metre of surface treatment. At the end of each billing period, the company reports to the customer the number of hours and/or number of units completed in the period. The former is based on the recorded and approved number of hours, while the latter is based on physical progress. The customer reviews the supporting documentation and issues a payment certificate to the company. On the basis of the payment certificate, the company recognizes the revenue for the period as income and bills the customer. By having the customer review the documentation of work completed and issue a payment certificate, the revenue has the prior approval of the customer.

Delivery of material

In some contracts, the delivery of materials is incorporated in the fixed hourly price or the fixed unit price. In other cases, the delivery of materials is billed separately. The delivery of materials is recognized as income when the materials have been put into use on a project or transferred to the customer in some other way.

Other revenues

On smaller projects, the work carried out in the period is billed and recognized as income based on work completed or, as a general rule, based on approved timesheets, but without the customer issuing a payment certificate in advance. Some smaller projects are also billed and recognized as income upon completion of the project. These types of projects will rarely stretch over multiple reporting periods. Letting of scaffolding and other equipment is invoiced and recognized as income in the period it has been let.

Accrued, not invoiced contract revenues

Accrued, unbilled contract revenues represent the value of completed contract work less payment from the customer. The value of completed contract work is measured at cost plus accrued net profit to date. Payment from customers is offset in the statement of financial position against contract work in progress. Received customer advances in excess of the amount allocated to inventories are classed as current liabilities.

Government grants

The company receives various types of government grants in relation to its research and development activities. These may be funding through the SkatteFUNN scheme or other grants. Such grants, whereby the company is compensated for expenses incurred, are systematically recognized in profit or loss over the period that the expenses are recognized. Grants that compensate the company for the cost of an asset are recognized in profit or loss over the useful life of the asset.

Expense recognition / matching

Expenses are matched with and recognised alongside the revenues to which they can be allocated. Expenses that cannot be allocated directly to revenue are recognised as incurred. All expenses linked to the restructuring or termination of an operation are recognised at the time the decision was made.

Contract costs are expensed when accrued unless they generate an asset related to future contractual activity. Indirect costs pertaining to the company as a whole, or project activity cost that can not be allocated to individual projects, are not included.

Tangible non-current assets

Tangible non-current assets are capitalised at acquisition cost less accumulated depreciation and write-downs. If the fair value of a non-current asset is lower than its book value, and the reasons for this are not deemed to be temporary, the non-current asset will be written down to its fair value. Expenses in connection with ordinary maintenance and repairs are recognised as incurred.

Intangible assets

Research and development

Expenditure on research activities, undertaken with the prospect of gaining new scientific or technical knowledge, is recognized in profit or loss as incurred.

Development activities include designs or plans for the production of new or substantially improved products and processes. Development expenditure is capitalized only if it can be reliably measured, if the product or process is technically or commercially viable, if future economic benefits are probable, and if the company intends to and has sufficient resources to complete the development and to sell or use the asset. The expenditure capitalized includes materials, direct labour, directly attributable overhead costs and borrowing costs. Other development expenditure is recognized in profit or loss as incurred.

Capitalized development expenditure is measured at cost less accumulated amortisation and accumulated impairment losses.

Depreciation

Property, plant and equipment are depreciated on a straightline basis over their estimated useful life. Depreciation is calculated on the basis of the cost of the asset or other amount substituted for cost, less its residual value.

The economic useful life of scaffolding is assessed, and its period of use has been set at 15 years. The period of use is the period in which the company expects to use the scaffolding and may thus be shorter than its economic useful life. The period of use and the residual value are assessed at the end of each reporting period and adjusted if necessary. Scaffolding is depreciated over a period of 15 years.

Containers and workshops are depreciated over a period of 10 years, while other production equipment and other assets are depreciated over a period of 3–7 years.

Intangible assets are amortised on a straight-line basis over their estimated useful life from the time they are available for use, since this most closely reflects the consumption of the future economic benefits embodied in the asset. The estimated useful lives for the current period and comparative periods are as follows:

- Customer relationships 3-10 years
- Technology 5-10 years

Amortisation method, useful life and residual value are reviewed annually and adjusted if necessary.

Leasing

Leases under which the company assumes substantially all the risks and rewards of ownership are classed as financial leases. Upon initial recognition the asset is measured at an amount equal to the lower of its fair value and the present value of the minimum lease payments. Subsequent to initial recognition, the asset is subject to the same accounting principle as equivalent assets.

Other leases are operating leases and are not recognized in the company's statement of financial position.

Subsidiary companies

Subsidiaries are measured using the cost method in the separate financial statements. Investments are measured at the acquisition cost of the shares unless it has been necessary to write down their value. They are written down to fair value when the fall in value is due to other-than-temporary circumstances and it is deemed necessary in accordance with generally accepted accounting practices. Write-downs are reversed when the basis for a write-down is no longer present.

Inventories and cost of sales

Inventories are measured at an amount equal to the lower of acquisition cost and net realisable value. The net realisable value is the estimated selling price in the ordinary course of business less the estimated cost of completion and selling expenses. The acquisition cost of manufactured inventories includes the direct cost of materials, direct labour and a share of indirect production overheads, while the acquisition cost of purchased inventories is the cost price based on the first-in-first-out principle and includes the cost incurred in acquiring the inventories, production or conversion overheads and other costs incurred in bringing them to their existing location and condition. In accordance with IAS 2.28, the value of inventories is written down to the net realisable value if the inventories have been damaged or have become wholly or partially obsolete or if the selling price has fallen.

Cost of sales for the year comprises the cost price of goods sold plus any write-down in accordance with IAS 2.28 at the end of the year.

Trade receivables and other receivables

Trade receivables are initially recognized at fair value. The fair value of trade and other receivables is estimated as the present value of future cash flows, discounted at the market rate of interest at the end of the reporting period (the reporting date). Due to their short residual maturity, the nominal value of the receivables is deemed to reflect their fair value. Provisions for losses are accounted for when there are objective indicators that the company will not receive payment in accordance with the original terms and conditions. The provision is the difference between the nominal/amortised cost and expected payment (present value of expected future cash flow) from the customer.

Accounts payable and other liabilities

Trade payables are measured at fair value when initially recognized and at amortised cost in subsequent periods. Due to their short residual maturity, the nominal value of the payables is deemed to reflect their fair value / amortised cost.

Currency

Monetary items in foreign currencies are measured using the exchange rate at the end of the accounting year.

Pension obligations and pension costs

Employee benefits in the form of pension schemes are accounted for in accordance with NRS 6 and calculated in accordance with International Accounting Standard (IAS) 19R "Employee benefits". Pensions are described in Note 5.

The net pension cost for the period is classed as a salary and personnel expense.

The company operates a pension scheme financed by contributions paid into a separate legal entity (insurance company) in the form of a defined contribution plan. A defined contribution plan is a pension scheme under which the company pays fixed contributions to the insurance company. The company has no further payment obligations once the contributions have been paid. The contributions are recognised in profit or loss as salary costs as incurred. Prepaid contributions are recognised as assets to the extent that they can be refunded or reduce future contributions.

The company is also a member of an AFP (contractual early retirement pension) defined benefit scheme. A defined benefit plan is a pension scheme that is not contribution-based. Net liabilities for defined benefit plans are calculated for each scheme by estimating future benefits accrued by the employees for services given in the current or previous periods. The benefits are discounted to calculate their present value, and the cost of pension accruals from previous periods that have not yet been recognised and the fair value of plan assets are deducted.

Gains and losses resulting from the recalculation of the liability resulting from experience variances and changes in actuarial assumptions are recognized in equity in the period they occur. The effect of changes in the plans' benefits are recognized immediately.

The present value of the defined benefit obligation is determined by discounting the estimated future cash outflows using interest rates of corporate bonds (OMF). The Company believes that the interest rate for bonds can be used as these are traded in an active market and the securities are of high quality. Moreover, the term is in satisfactory compliance with the remaining contribution pension schemes.

The pension obligations are calculated by an actuary based on a straight-line accruals model.

The ordinary pension scheme (which is a defined benefit plan) and the AFP scheme are both unfunded schemes.

At the turn of the year, a total of 16 retirees have signed up to the AFP plan. Provisions for future pension obligations have been made on recommendation by the Norwegian Accounting Standards Board.

Deferred tax and tax expenses

Deferred tax is calculated on the basis of temporary differences between carrying amounts and taxable values at the end of the accounting year. A nominal tax rate is used in the calculation. Positive and negative differences are offset against each other within the same period. A deferred tax asset occurs if there are temporary differences giving rise to tax deductions in the future. Tax for the year comprises changes in deferred tax and deferred tax assets together with tax payable for the year, adjusted for errors in the calculations for previous years.

Statement of cash flows

The statement of cash flows has been prepared using the indirect method. Cash and cash equivalents consist of cash, bank deposits and other short-term liquid investments which may be converted, immediately and with an insignificant exchange rate risk, to known cash amounts and which have a maturity date no later than three months from the acquisition date.

Contingent liabilities

From time to time, the company receives claims for compensation for / rectification of work that has been carried out. These are recognised as liabilities if it is highly probably that a claim will be paid or if work will be carried out free of charge in subsequent periods.

Error in previous years' accounts

If a material failure is detected in the previous year's accounts, this is recognized in equity and comparative figures for the previous year are restated. If the error is not material, this is recognized through profit and loss in the current year.

New and amended standards adopted by the company

IFRS 16 Leases

IFRS 16 was issued in January 2016. It results in almost all leases being recognized on the balance sheet, as the distinction between operating and finance leases is removed. Under the new standard, an asset (the right to use the leased item) and a financial liability to pay rentals are recognized. The accounting for lessors is not significantly changed.

The impact of IFRS 16 is that implementation of the standard results in significant leases that previously were treated as operating leases, wherein costs were recorded as operating cost, is now be treated as financial lease and a lease obligation and an equivalent asset (right to use) is recognized on the balance sheet. Lease expenses according to IFRS 16 is in the form of depreciation and interest expense instead of as operating expenses as under previous standard. The effect of implementation of the standard is increased assets and increased liabilities, and that operating profit before depreciation, financial items and tax (EBITDA) is improved.

The new standard must be applied from financial year 2019. The company has adopted the standard from 01.01.2019 using the Simplified approach. The company has implemented the standard by applying the exceptions in the standard to exclude short-term and low-value leases. When considering the relevant rental period in the lease contracts, options to extend the contracts are included to the extent that they are very likely to be exercised. When calculating the present value of the lease contracts alternative borrowing rates for similar assets in similar economic environments are applied as discount rate.

Please see note 18 for the implementation effect of IFRS 16 at the implementation date the 1st of January 2019.

Beerenberg Services AS

Annual Accounts 2019

Notes

Amounts in NOK 1 000

Note 2 Revenue from contracts with customers

Beerenberg Services has organized its activities into the business units, Services and Benarx. Services has the overall responsibility for Beerenberg's newbuild, maintenance and modifications contracts. Benarx designs, manufactures and delivers a complete range of insulation and fire protection products.

Distribution of external and internal revenue

	2019	2018
External revenue from contracts with customers	2 054 732	1 319 773
Internal revenue from contracts with customer	86 326	15 250
Total revenue from contracts with customers	2 141 058	1 335 023

Beerenberg's main contracts with customers are servicing and maintenance contracts. Main deliveries in these contracts involves enhancing assets that the customer controls while the asset is enhanced. This means that Beerenberg's customer contracts involving sales of services are recognized over time when services are delivered. Revenue from Beerenberg's contracts with customers involving sale of goods are recognized at a point in time which the company transfers control of the goods to the customer. The company's revenue also arises from hiring out different types of equipment. Revenues from these types of contracts are recognized over time as the customer has control of the equipment which is hired.

	2019	2018
Revenues from contracts with customers		
Revenues from sale of services	1 722 099	1 113 351
Revenues from sale of goods	271 767	113 201
Revenues from hiring of equipment	146 798	108 322
Total revenue from contracts with customers	2 140 664	1 334 875
Other revenue	116	0
Gains from sale of assets	278	148
Total other revenue	394	148
Total revenue	2 141 058	1 335 023

Contract assets relates to consideration for work performed, but not yet invoiced at the reporting date. The contract assets are transferred to customer receivables when the Company has an unconditional right to receive payment. This usually occurs when an invoice is issued to the customer. Contract liabilities relates to advances from customers for work not yet performed

Geographic

Revenue is also measured according to whether it is earned in Norway/on the Norwegian Continental Shelf (NCS) or internationally (ICS).

	NCS		ICS		Total sales revenue	
	2019	2018	2019	2018	2019	2018
Revenue	2 077 243	1 331 561	63814	3 462	2 141 058	1 335 023



Beerenberg Services AS

Annual Accounts 2019

Notes

Amounts in NOK 1 000

Note 3 Cash and bank deposits

The company has a tax withholding guarantee of 43 000.

The Group has an overdraft limit of 150 000. Deductions as at 31.12.2019 amounted to 0 for the Group as a total.

The liquidity in the Group is organized in a Cash Pool arrangement where the parent company Beerenberg Services AS is the owner of the arrangement. The arrangement involve that Beerenberg AS, Beerenberg Holding and Beerenberg Industri AS's cash/debt to credit institutions are receivables/debt to Beerenberg Services AS.

Beerenberg AS, Beerenberg Holding and Beerenberg Services AS is jointly and severable responsible for deductions in the cash pool.

The cash pool consists of the following as of 31.12.19:

Beerenberg AS	110 689
Beerenberg Holding AS	303
Beerenberg Services AS	96 083
Beerenberg Industri AS	-9 478
	<u>197 598</u>



Beerenberg Services AS

Annual Accounts 2019

Notes

Amounts in NOK 1 000

Note 4 Goods

Goods	31.12.2019	31.12.2018	Change
Raw materials	25 199	13 321	11 878
Provision for obsolete goods	-1 782	-831	-951
Total goods	23 417	12 490	10 927

As of 31.12.2019 a provision for obsolete goods of 1 782 is booked.

As of 31.12.2018, the corresponding provision was 831.

Beerenberg Services AS

Annual Accounts 2019

Notes

Amounts in NOK 1 000

Note 5 Personnel Cost / Compensations / number of FTEs / Loans to employees

Personnel costs

	2019	2018
Salaries incl. holiday pay	736 409	478 301
National Insurance contributions	104 756	74 025
Pensions	25 061	17 909
Contract personnel	490 793	325 117
Other employee benefits	15 312	13 847
Total personnel costs	1 372 331	909 199
Number of Full-time equivalents (FTEs)	1 792	1 316
Compensations	2019	2018
Salary and other compensations for CEO	2 754	2 640

CEO have a pension scheme agreement which amounts to 10 % of salary.

No other bonuses, severance, options, loans or guarantees than described here are given to the board of directors or management.

The CEO has an agreement that ensure a salary for up to 18 months if the employer terminates the employment. A competition clause apply for the CEO in the same period. The CEO have a result-based bonus scheme, which is the same for all employers in the group management, and can maximum amount to 40 % of the yearly salary for CEO and 30% for group management

Beerenberg Services AS

Annual Accounts 2019

Notes

Amounts in NOK 1 000

Note 6 Pensions

Mandatory occupational pension

The company is obliged to operate an occupational pension scheme in accordance with the Norwegian act on mandatory occupational pensions. The company's pension schemes satisfy the provisions of this act.

Extended pension scheme

CEO and other defined key personell have an additional pension scheme agreement which amounts to 10 % of salary for CEO, 6 % for group executives and 3 % for other members of this pension scheme.

AFP

The Company is part of a AFP scheme that entitles the members to a lifelong pension supplement to ordinary pensions. Employees may elect to join the AFP scheme from the age of 62 while continuing to work, and they will accrue premiums additional benefits by continuing to work until the age of 67. The AFP scheme is a defined benefit multiemployer pension scheme and is financed by set as a percentage of salary. There is currently no reliable measurement and allocation of obligations and assets under the scheme. The scheme is accounted for as a contribution-based pension scheme whereby premium payments are recognised as an expense as incurred and no provisions are made in the financial statements.

Pension obligations has the following composition	2019	2018
Obligations related to extended pension scheme	9 314	4 737
Pension Funds	-7 792	0
Total net pension obligations (- assets)	1 521	4 737

Pension cost in income statement has the following composition	2019	2018
Pension cost extended pension scheme	2 942	1 788
Pension cost mandatory occupational pension	10 440	9 404
Pension cost AFP scheme	11 679	6 717
Total pension cost in income statement	25 061	17 909

Beerenberg Services AS
Annual Accounts 2019

Notes

Amount in NOK 1 000

Note 7 Tangible and intangible assets

Property, plant and equipment						2019	2018
	Cars	Production equipment	IT and data	Right of use assets	Building related improvements/alterations	Total	Total
Aquisition cost 01.01.	23 781	357 495	15 768	0	32 462	429 506	413 797
Merger with Benarx Solutions 01.01	0	6 892	0	0	2 901	9 793	0
Acquisitions of non-current assets	3 285	32 215	155	63 428	6 720	105 803	15 734
Disposals	-421	-328	-1	0	0	-751	-25
Acquisition cost 31.12.	26 645	396 275	15 921	63 428	42 083	544 352	429 506
Accumulated depreciation 01.01.	19 473	251 271	15 411	0	27 905	314 060	290 605
Depreciation for the year	1 550	22 359	180	12 656	3 113	39 858	23 315
Write-downs for the year	0	402	0	0	0	402	140
Accumulated depreciation 31.12.	21 023	274 032	15 591	12 656	31 018	354 320	314 060
Capitalized value 31.12.	5 622	122 243	330	50 773	11 064	190 031	115 446
Economic useful life	5-7 years	5-10-15 years	3 years	5 years	10 years		
Depreciation schedule	Straight-line	Straight-line	Straight-line	Straight-line	Straight-line		

Please see note 18 for further information regarding the implementation of IFRS 16.

Intangible assets

				2019	2018
	R&D	Patents and development projects	Benarx certification	Total	Total
Aquisitions cost 01.01.	1 014	10 900	0	47 628	41 792
Merger with Benarx Solutions 01.01	792	6 356	237	7 384	
Acquisitions in-house R&D	0	-805	0	-805	5 836
Acquisitions of non-current assets	0	-	0	0	0
Disposals	0	-	0	0	0
Aquisition cost 31.12.	1 805	16 451	237	54 207	47 628
Accumulated depreciation 01.01.	593	3 507	0	39 816	38 635
Depreciation of the year	440	3 116	237	3 793	1 181
Write-downs for the year	0	0	0	0	0
Accumulated depreciation 31.12.	1 032	6 623	237	43 609	39 816
Capitalized value 31.12.	773	9 827	0	10 598	7 812
Economic useful life	10 years	5 years	5 years		
Depreciation schedule	Straight-line	Straight-line	Straight-line		



Beerenberg Services AS

Annual Accounts 2019

Notes

Amount in NOK 1 000

Note 8 Equity and shareholder information

Equity	Share capital	Share premium	Retained earnings	Total
Equity 01.01.	20 200	7 976	282 181	310 357
Change in equity				
Merger with Benarx Solutions AS			-37 655	-37 655
Total result for the period			129 704	129 704
Group contribution (after tax)			-125 140	-125 140
Equity 31.12.	20 200	7 976	249 090	277 266

Share Capital and shareholder information

The Company's share capital is 20 200 and is distributed as follows:

	Class of shares	Total shares	Nominal value per share	Ownership share
Beerenberg Holding AS	Ordinary shares	200 000	101	100 %
Total shares		200 000	101	100 %



Beerenberg Services AS

Annual Accounts 2019

Notes

Amounts in NOK 1 000

Note 9 Secured Liabilities and guarantees

The Company has provided security for its arrangement with Danske Bank. The tables below provide an overview of the arrangement and the book value of the assets set up as security.

Beerenberg Services AS is jointly and severally liable with the other group companies for a Bond issue in Beerenberg AS.

The Company has produced joint bank guarantee for all the companies in the group. The Company's guarantee liability pertains to contract guarantees for such guarantees and to guarantees to the authorities. As at 31.12.19, the guarantees in the Company totalled 100 936 compared to 82 558 as at 31.12.18.

	<u>31.12.2019</u>	<u>31.12.2018</u>
Security has been provided for the following debts:		
Guarantees, incl. Tax withholding guarantee	100 936	82 558
Long-term liabilities to credit institutions (in the company Beerenberg AS)	844 935	840 555
Total	<u>945 871</u>	<u>923 113</u>
Capitalized value of assets provided as security for secured debts:		
Fixed assets	190 031	115 446
Inventories	23 417	12 490
Trade receivables	212 827	142 785
Total	<u>426 275</u>	<u>270 721</u>

The company has no debt due later than five years.

Beerenberg Services AS

Annual Accounts 2019

Notes

Amount in NOK 1 000

Note 10 Tax

	01.01 - 31.12	
	2019	2018
Tax payable has been calculated as follows		
Ordinary result before tax	167 060	112 482
Permanent differences	2 458	1 198
Change in temporary differences	-9 082	-28 214
Basis for tax payable	160 436	85 466
Group contribution	-160 436	-85 466
Basis for tax payable in the Balance Sheet	0	0

Tax cost is calculated as follows:

Tax payable on the result of the year	35 296	19 657
Too much, too little allocated last year	0	338
Gross change deferred tax	1 998	6 489
Change deferred tax due to change of tax rate	0	-128
Total tax cost for the year	37 294	26 356
Tax Korean Branch	62	0
Total tax cost for the year	37 356	26 356

	31.12.2019	31.12.2018
Tax payable on the Balance Sheet has been calculated as follows		
Tax payable on the result for the year	35 296	19 657
Tax effect Group Contribution	-35 296	-19 657
Total tax payable	0	0

Spesification of the basis for deferred tax/deferred tax concessions

Fixed assets	29 757	34 401
Current assets	-7 882	-2 030
Liabilities	-34 181	-19 576
Total basis for deferred tax/deferred tax concessions	-12 307	12 795

Deferred tax/deferred tax concessions	-2 707	2 815
--	--------	-------

Explanation as to why the tax for the year does not amount to 22 % / 23 % of the result before tax

22 %/23 % of the result before tax	36 753	25 871
Permanent differences (22 %/23 %)	541	276
Too much, too little allocated last year	0	338
Change deferred tax due to change of tax rate	0	-128
Calculated tax	37 294	26 356
Tax Korean Branch	62	0
Total tax cost for the year	37 356	26 356



Beerenberg Services AS

Annual Accounts 2019

Notes

Amount in NOK 1 000

Note 11 Consolidated items

Consolidated items in the statement of cash flow:

	01.01 - 31.12			Effect on
	2019	01.01.2019*	2018	cash flow:
Unpaid government charges and spesial taxes	-99 592	-56 550	-55 446	43 043
Other current liabilities	181 900	130 301	-194 885	51 599
Change in owed Group Contribution	0	0	-85 466	0
Other receivables	22 792	16 095	8 094	-6 698
Earned, not invoiced	182 212	153 565	139 977	-28 647
Debt to credit institutions	0	0	-54	0
Other provisions for liabilities	16 000	14 000	-4 000	2 000
Changes to other time restricted items				61 297

*Beerenberg Services AS merged with the wholly owned subsidiary Benarx Solutions AS with effect from 1.1.2019. as a measure to simplify the group structure. The merged and consolidated items are shown in the table above.

Consolidated items in the balance sheet

Other current liabilities:

	2019	2019
Unpaid group contributions	160 436	85 466
Unpaid holiday pay	75 416	52 197
Project accruals	103 379	53 617
Accrued interest	464	56
Other	2 641	3 549
Total other current liabilities	342 335	194 885

Note 12 Receivables and Liabilities

Receivables with maturity within one year are classified as current assets.

	2019	2019
Long-term receivables with maturity later than one year	56 447	250

The company has no liabilities with maturity later than one year.

Beerenberg Services AS

Annual Accounts 2019

Notes

Amount in NOK 1 000

Note 13 Related parties

Intragroup balances

	Other short term liabilities		Loan to related parties		Loan from related parties	
	31.12.2019	31.12.2018	31.12.2019	31.12.2018	31.12.2019	31.12.2018
Beerenberg Holding AS	2 901	1 451	0	0	0	0
Beerenberg AS	151 562	61 137	0	0	0	0
Beerenberg Industri AS	5 973	9 923	0	0	0	0
Beerenberg Asia Pacific Pte. Ltd	0	0	29 880	250	62	0
Beerenberg Korea Ltd	0	0	0	0	0	0
Benarx Solutions Poland sp. z o.o	0	0	26 567	0	0	0
Benarx Solutions AS	0	12 955	0	0	0	0
Total	160 436	85 466	56 447	250	62	0

	Supplier liabilities		Accounts receivable	
	31.12.2019	31.12.2018	31.12.2019	31.12.2018
Beerenberg Industri AS	0	0	2 470	987
Beerenberg Korea Ltd	0	0	21 287	0
Benarx Solutions Poland sp. z o.o	5 639	0	4 998	0
Beerenberg Asia Pacific Pte. Ltd	49	0	13 129	0
Benarx Solutions AS	0	7 002	0	231
Total	5 688	7 002	41 885	1 217

Transactions with related parties

In 2019 the group conducted transactions with related parties as follows:

The Company has given a group contribution to Beerenberg AS of 151 562, Beerenberg Holding of 2 901, and Beerenberg Industri AS of 5 973.

Parent company and Group Accounts

The Company's parent Company is Beerenberg Holding AS which has business address in Bergen.

Group Accounts are prepared for Beerenberg AS, which is the parent company of Beerenberg Holding AS.

The Group Accounts is available at the Company website and can also be provided by contacting the Brønnøysund Register Centre.

Beerenberg Services AS

Annual Accounts 2019

Notes

Amounts in NOK 1 000

Note 14 Investment in subsidiaries

	Ownership share	Capitalized value	Result 2019	Equity 2019
Beerenberg Industri AS	100 %	26 360	-4 510	15 191
Benarx Solutions Poland Sp. Z.o.o.	100 %	49 683	3 534	34 297
Beerenberg Singapore Ltd	100 %	309	1 803	1 992

Beerenberg Industri AS's (previously Bouvet Industries AS/Vetlesen Stillas AS) registered office is in Skien and was incorporated in 1995. The voting share is identical to the ownership share.

Benarx Solutions Poland Sp. Z.o.o.'s registered office is in Poland and was incorporated in 2015. The voting share is identical to the ownership share.

Beerenberg Singapore Ltd's (previously Benarx Pacific Asia) registered office is in Singapore and was incorporated in 2014. The voting share is identical to the ownership share.

Beerenberg Services AS merged with the wholly owned subsidiary Benarx Solutions AS with effect from 1.1.2019. as a measure to simplify the group structure.

The merger was carried out at group continuity according to the Norwegian Accounting Act §7-2 as this was a merger between a wholly owned subsidiary and its parent company.

Beerenberg Services AS also has a branch office in Korea.

Note 15 Warranty provision

The Group has warranty liabilities relating to maintenance contracts. Warranty periods may last for three to five years after an annual programme has been completed. New-build and modifications contracts are generally subject to a two to three year warranty after the completion certificate has been issued. Other provisions for liabilities are entirely related to warranty provision.

Warranty provision in Beerenberg Services as at 31.12.19 amounted to 16 000, warranty provision in the Beerenberg Group amounted to 18 990.

Beerenberg Services AS

Annual Accounts 2019

Notes

Amounts in NOK 1 000

Note 16 Other operating costs

Other operating costs

Beerenberg Services AS's other operating costs totals NOK 306 296 in 2019. approx. 80 % of these costs are directly related to projects.

Other costs are costs relating to consultancy fees, project costs, premises and associated costs, IT, insurance premiums, contingents, marketing and patent costs.

	<u>2019</u>	<u>2018</u>
Travel expenses	115 317	63 192
Rental of equipment	35 460	14 704
Other project costs	95 494	41 204
Consultancy fees	19 277	15 909
Facilities	3 852	17 649
IT	14 289	13 379
Insurance	1 587	2 162
Subscription	1 389	1 569
Market	2 151	2 465
Patents	1 032	151
Office	10 923	8 472
Management fee	2 999	0
Other	2 527	968
Total	306 296	181 824

Auditor's fee	2019	2018
Statutory audit (incl. technical assistance with financial statements)	1 207	1 020
Other assurance services	0	0
Tax advisory fee (incl. technical assistance with tax return)	192	82
Other assistance	268	96
Total	1 668	1 198

The sums stated are exclusive of VAT.

Other assistance consists of legal assistance related to establishing operations and entities abroad.

Beerenberg Services AS

Annual Accounts 2019

Notes

Amounts in NOK 1 000

Note 17 Trade receivables and other receivables

Trade receivables	2019	2018
Trade receivables at face value	216 327	144 785
Group internal trade receivables	41 885	1 217
Provision for bad debt	-3 500	-2 000
	<u>254 711</u>	<u>144 002</u>
Earned, not invoiced contract revenues	182 212	139 977
Total trade receivables and earned, not invoiced revenue	<u>436 923</u>	<u>283 979</u>

Age distribution of trade receivables as of 31.12.	2019	2018
Not overdue	224 595	137 748
0–30 days overdue	16 318	7 587
31–90 days overdue	11 746	917
More than 90 days overdue	5 552	-250
	<u>258 211</u>	<u>146 002</u>

Based on past experience, it is not necessary to write-down trade receivables that is not overdue. Almost 90 % of the trade receivables relates to multinational oil companies with good payment history. Provision for potential losses are increased with 1 500 from last year.

Other receivables	2019	2018
Advance payments to employers	11	18
Project related receivables	6 488	4 161
Prepaid expenses	2 844	964
Other receivables	13 450	2 951
Total other receivables	<u>22 792</u>	<u>8 094</u>

Beerenberg Services AS

Annual Accounts 2019

Notes

Amounts in NOK 1 000

Note 18 IFRS 16 Leasing agreements

IFRS 16 results in almost all leases being recognized on the balance sheet, as the distinction between operating and finance leases is removed. Under the new standard, an asset (the right to use the leased item) and a financial liability to pay rentals are recognized. The accounting for lessors is not significantly changed.

The company has adopted IFRS 16 from 01.01.2019 using the Simplified approach. The company has implemented the standard by applying the exceptions in the standard to exclude short-term and low-value leases. When considering the relevant rental period in the lease contracts, options to extend the contracts are included to the extent that they are very likely to be exercised. When calculating the present value of the lease contracts alternative borrowing rates for similar assets in similar economic environments are applied as discount rate.

Refer to note 1 for further description of the standard. The table below sets out the accounting effects for the company

Effect on the Statement of Financial Position

The balance sheet shows the following amounts relating to leases:

	01.01.2019	31.12.2019
Right of use assets (presented in the statement of financial position under property, plants and equipment, refer to note 7)	63 428	50 773
Leasing obligations (presented in the statement of financial position under interest bearing long term liabilities, see below)	63 428	53 588

Effect on the income statement

	31.12.2019
Increased interest cost	3 049
Increased depreciation	12 656
Reduction of operating costs (Rent according to IAS 17)	-12 828
	<u>2 877</u>

Liquidity risk

Contractual payments due in relation to lease obligations

	Capitalized value	Contractual cash flows	6 months or earlier	6-12 months	1-2 years	2-5 years	More than 5 years
Lease obligations	53 588	61 301	6 474	6 474	3 165	45 188	0

Beerenberg Services AS

Annual Accounts 2019

Notes

Amounts in NOK 1 000

Note 19 First-time adoption of IFRS

These financial statements, for the financial statements ending Des 31 2019, are the first the Company has prepared in accordance with simplified IFRS. For periods up to and including the year ended 31 December 2018, the company prepared its financial statements in accordance with Norwegian generally accepted accounting principles (NGAAP).

Company has prepared financial statements that comply with simplified IFRS, as described in Directives specified by the Norwegian Ministry of Finance on 21. January 2008, applicable as at 31 Desember 2019, together with comparative period date for the year ended 31 December 2018, as described in the summary of significant accounting policies. In preparing the financial statements, the Companys opening statement of financial position was prepared as at 1 January 2018, the Company's date of transition to IFRS. This note explains the principal adjustments made by the Company in restating its NGAAP financial statements, including the statement of financial position as at 1 January 2018 and the financial statements for the year ended 31 December 2018.

The Company have used IFRS 1.D16 a) because it is a subsidiary of a Group who has reported in IFRS in prior periods. The carrying amounts in this financial statement are based on numbers included in the parent's consolidated financial statement. The Group adopted IFRS 16 01.01.2019, therefore the comparable numbers in this financial statement are based on IAS 17 and the 2019 numbers are based on IFRS 16. To make these numbers comparable this note reconcile the difference.

Reconciliation of equity as at 1 January 2019 (date of transition to IFRS)

		01.01.2018		
	Note	NGAAP	Adjustment	Simplified IFRS
Share capital		20 200	0	20 200
Other paid-in capital		7 976	0	7 976
Retained earnings	A	261 863	0	261 863
Total				290 039

		31.12.2018		
	Note	NGAAP	Adjustment	Simplified IFRS
Share capital		20 200	0	20 200
Other paid-in capital		7 976	0	7 976
Retained earnings	A	282 181	0	282 181
Total				310 357

Note A

There is no difference in revenue recognition between NGAAP and simplified IFRS. For further information about the revenue recongition see note 2.

No material differences between NGAAP and simplified IFRS have been identified for the opening- or ending balance of equity in 2018.

Beerenberg Services AS

Annual Accounts 2019

Notes

Amounts in NOK 1 000

Note 20 Events after the reporting date

From the middle of March, the covid-19 pandemic has had an immediate disruptive effect on the company, with most projects shifting from high activity to minimum activity as both the Norwegian authorities and customers implemented regulations to reduce the spread of the virus. Beerenberg took immediate action to reduce the number of employees and adapt the organization to the lower activity level.

Beerenberg will not go through this crisis unaffected. In the short term, uncertain conditions will adversely affect the activity. Currently, Beerenberg's ability to deliver products and services is good, but this will be affected by the authorities' future restrictions on the flow of products and services. Beerenberg is working on adapting both production and storage of critical commodities so that deliveries will take place according to plan. Persistent restrictions on travel between countries may present challenges as the activity level increases. As of today, there are restrictions on travel between countries that mean that flexibility is somewhat limited.

Beerenberg may potentially be affected by customers' ability to pay, although this is regarded as a limited risk in the short term but in the event of a persistent uncertain global situation this will become a factor.

The group's financing is partly arranged through a listed bond, with maturity in early 2021. The risk of refinancing the bond is expected to increase due to the disruptive events in 2020 in connection with the Covid-19 pandemic. In order to monitor the company's robustness, the company has visualized scenarios and models that take into account both shorter and longer duration of activity decline.

The company will utilize any government directed packages where the company is qualified in order to soften the implications of the Covid-19 pandemic.



To the General Meeting of Beerenberg Services AS

Independent Auditor's Report

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Beerenberg Services AS, which comprise the balance sheet as at 31 December 2019, the income statement, statement of comprehensive income and statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements are prepared in accordance with law and regulations and give a true and fair view of the financial position of the Company as at 31 December 2019, and its financial performance and its cash flows for the year then ended in accordance with simplified application of international accounting standards according to section 3-9 of the Norwegian Accounting Act.

Basis for Opinion

We conducted our audit in accordance with laws, regulations, and auditing standards and practices generally accepted in Norway, including International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company as required by laws and regulations, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other information

Management is responsible for the other information. The other information comprises information in the annual report, except the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.





Responsibilities of the Board of Directors and the Managing Director for the Financial Statements

The Board of Directors and the Managing Director (management) are responsible for the preparation and fair presentation of the financial statements in accordance with simplified application of International Accounting Standards according to the Norwegian Accounting Act section 3-9, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with laws, regulations, and auditing standards and practices generally accepted in Norway, including ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

For further description of Auditor's Responsibilities for the Audit of the Financial Statements reference is made to <https://revisorforeningen.no/revisjonsberetninger>

Report on Other Legal and Regulatory Requirements

Opinion on the Board of Directors' report

Based on our audit of the financial statements as described above, it is our opinion that the information presented in the Board of Directors' report concerning the financial statements and the going concern assumption is consistent with the financial statements and complies with the law and regulations.

Opinion on Registration and Documentation

Based on our audit of the financial statements as described above, and control procedures we have considered necessary in accordance with the International Standard on Assurance Engagements (ISAE) 3000, Assurance Engagements Other than Audits or Reviews of Historical Financial Information, it is our opinion that management has fulfilled its duty to produce a proper and clearly set out registration and documentation of the Company's accounting information in accordance with the law and bookkeeping standards and practices generally accepted in Norway.



Bergen, 22 April 2020

PricewaterhouseCoopers AS

A handwritten signature in blue ink, appearing to read 'Sturle Døsen', is written over the printed name.

Sturle Døsen

State Authorised Public Accountant



Verifikasjon

Transaksjon 09222115557442620144

Dokument

Annual Report 2019 Beerenberg Services AS
Hoveddokument
39 sider
Initiert på 2021-02-25 16:01:44 CET (+0100) av Tanja Dyrddal (TD)
Ferdigstilt den 2021-03-08 15:14:42 CET (+0100)

Initiativtaker

Tanja Dyrddal (TD)
Beerenberg Services AS
Organisasjonsnr. 926149459
tandyrd@beerenberg.com
45295334

Signerende parter

Edvard Sebastian Ehrnrooth (ESE)
ehrnrooth@segulah.se
+46733604205
Signert 2021-03-08 15:14:42 CET (+0100)

Ketil Lenning (KL)
klenning@online.no
+4795831240

 **bankID**

Navnet norsk BankID oppga var "Ketil Lenning"
Signert 2021-02-25 22:39:30 CET (+0100)

Morten Walde (MW)
mowin.as@outlook.com
+4793232312

 **bankID**

Navnet norsk BankID oppga var "Morten Haakon Walde"
Signert 2021-02-25 16:27:03 CET (+0100)

Svein Eggen (SE)
svein.eggen@gmail.com
+4790149295

 **bankID**

Navnet norsk BankID oppga var "Svein Eggen"
Signert 2021-02-25 16:11:41 CET (+0100)

Ingelise Arntsen (IA)
i-arktse@online.no
+4791317578

 **bankID**

Navnet norsk BankID oppga var "Ingelise Arntsen"
Signert 2021-02-26 17:14:48 CET (+0100)

Hilde Drønen (HD)
hilde.dronen@gmail.com
+4761661009

 **bankID**

Navnet norsk BankID oppga var "Hilde Drønen"
Signert 2021-03-08 13:41:40 CET (+0100)




Finn Kydland (FK)
finn.kydland@beerenberg.com
+4790042651

Andre Simonsen (AS)
andre.simonsen@beerenberg.com
+4790114068



Verifikasjon

Transaksjon 09222115557442620144

<p> bankID</p> <p><i>Navnet norsk BankID oppga var "Finn Kydland"</i> <i>Signert 2021-02-25 19:11:45 CET (+0100)</i></p>	<p> bankID</p> <p><i>Navnet norsk BankID oppga var "Andre Simonsen"</i> <i>Signert 2021-03-08 11:47:17 CET (+0100)</i></p>
<p>Arild Apelthun (AA) <i>arild.apelthun@beerenberg.com</i> +4791819265</p> <p> bankID</p> <p><i>Navnet norsk BankID oppga var "Arild Apelthun"</i> <i>Signert 2021-02-25 16:13:47 CET (+0100)</i></p>	

Denne verifiseringen ble utstedt av Scrive. Informasjon i kursiv har blitt verifisert trygt av Scrive. For mer informasjon/bevis som angår dette dokumentet, se de skjulte vedleggene. Bruk en PDF-leser, som Adobe Reader, som kan vise skjulte vedlegg for å se vedleggene. Vennligst merk at hvis du skriver ut dokumentet, kan ikke en utskrevet kopi verifiseres som original i henhold til bestemmelsene nedenfor, og at en enkel utskrift vil være uten innholdet i de skjulte vedleggene. Den digitale signeringsprosessen (elektronisk forsegling) garanterer at dokumentet og de skjulte vedleggene er originale, og dette kan dokumenteres matematisk og uavhengig av Scrive. Scrive tilbyr også en tjeneste som lar deg automatisk verifisere at dokumentet er originalt på: <https://scrive.com/verify>

