

8 December 2016

BOND RESTRUCTURING AGREEMENT

relating to a

BOND AGREEMENT

dated 7 March 2013

and a

BOND AGREEMENT

dated 23 September 2014

between

REM OFFSHORE ASA
as issuer

NORDIC TRUSTEE ASA
as bond trustee

(on behalf of the bondholders)

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THIS BOND RESTRUCTURING AGREEMENT (the "**Agreement**") is dated 8 December 2016 and made between:

- (1) **REM OFFSHORE ASA**, a company existing under the laws of Norway with registration number 989 284 339, as issuer (the "**Issuer**");
 - (2) **NORDIC TRUSTEE ASA**, a company existing under the laws of Norway with registration number 963 342 624, as bond trustee under the REM04 PRO Bond Agreement (as defined below); and
 - (3) **NORDIC TRUSTEE ASA**, a company existing under the laws of Norway with registration number 963 342 624, as bond trustee under the REM05 Bond Agreement (as defined below);
- (2) and (3) above shall collectively be referred to as the "**Bond Trustee**".

WHEREAS:

- (A) Pursuant to the bond issue (the "**REM04 PRO Bond Issue**") referred to as "Rem Offshore ASA Senior Unsecured Open Bond Issue 2013/2018" with ISIN NO 001 067283.5 as set out in a bond agreement dated 7 March 2013 between the Issuer as issuer and the Bond Trustee (on behalf of the bondholders) (the "**REM04 PRO Bond Agreement**"), the Issuer has issued senior unsecured bonds (the "**REM04 PRO Bonds**").
- (B) Pursuant to the bond issue (the "**REM05 Bond Issue**", and together with the REM04 PRO Bond Issue, the "**Existing Bond Issues**") referred to as "Rem Offshore ASA Senior Unsecured Open Bond Issue 2014/2019" with ISIN NO 001 072023.8 as set out in a bond agreement dated 23 September 2014 between the Issuer as issuer and the Bond Trustee (on behalf of the bondholders) (the "**REM05 Bond Agreement**", and together with the REM04 PRO Bond Agreement, the "**Existing Bond Agreements**"), the Issuer has issued senior unsecured bonds (the "**REM05 Bonds**" and together with the REM04 PRO Bonds, the "**Existing Bonds**").
- (C) The Issuer is in the process of a comprehensive restructuring of its debt (the "**Restructuring**"), including the Existing Bonds, as per the terms set out in the restructuring term sheet enclosed as Schedule 1 hereto (the "**Restructuring Terms**"). The Restructuring Terms were approved by sufficient majorities at bondholders' meetings for the Existing Bonds held on 6 September 2016.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

- (a) Capitalised terms defined in the Restructuring Terms have, unless expressly defined in this Agreement, the same meaning in this Agreement.
- (b) In addition, in this Agreement:

"**Conditions Precedent**" means the conditions precedent set out in Schedule 2 hereto.

"**Effective Date**" means the date on which all Conditions Precedent have been fulfilled to the satisfaction of the Bond Trustee.

"Record Date" means, in relation to payments pursuant to this Agreement, the date on which ownership of Existing Bonds shall be recorded in the VPS in accordance with the rules of the VPS from time to time.

"Secured Bond Agreement" means the bond agreement between the Issuer and Nordic Trustee ASA as bond trustee for the holders of the Secured Bonds, enclosed as Schedule 3 hereto.

"Secured Bonds" means bonds issued by the Issuer under the Secured Bond Agreement.

"Subscription Form" means the subscription and set-off form attached as Schedule 4 hereto.

2 CONDITIONS PRECEDENT AND EFFECTIVE DATE

- (a) On the Effective Date, the Bond Trustee shall send a written notice to the Issuer confirming that the Effective Date has occurred.
- (b) The Bond Trustee may, in its sole discretion, waive any of the Conditions Precedent.
- (c) If the Effective Date has not occurred on or before 31 December 2016 or such later date as may be agreed in writing between the Issuer and the Bond Trustee (on behalf of the Bondholders), the Existing Bond Agreements shall remain in full force and effect in the form of each of the Existing Bond Agreements.

3 CONVERSION OF EXISTING BONDS INTO NEW SHARES AND SECURED BONDS

- (a) Existing Bonds with a total par value of NOK 513,500,000 (representing 65% of the outstanding Existing Bonds) shall be converted to 137,665,714 shares in the Issuer at a subscription price of NOK 3.73005 per share (the "**New Shares**") to be allocated among the holders of Existing Bonds on the Record Date on a pro rata basis in accordance with the terms set out in the Restructuring Terms.
- (b) The remainder par value on the Existing Bonds (representing 35%) shall be converted at par value for Secured Bonds valued at par (the "**New Bonds**"), to be allocated on a pro rata basis among the holders of Existing Bonds at Record Date. The Secured Bonds shall be documented in and issued pursuant to the Secured Bond Agreement.
- (c) The Bond Trustee shall deliver the Subscription Form and the Secured Bond Agreement when all Conditions Precedent have been fulfilled to the satisfaction of the Bond Trustee.

4 RELEASE

- (a) With effect from the Effective Date:
- (i) The Bond Trustee irrevocably releases and discharges the Issuer from all its obligations under the REM04 PRO Bond Agreement and any other Finance Document (as defined in the REM04 PRO Bond Agreement); and
 - (ii) The Bond Trustee irrevocably releases and discharges the Issuer from all its obligations under the REM05 Bond Agreement and any other Finance Document (as defined in the REM05 Bond Agreement);
(collectively, the "**Release**").
- (b) The Issuer acknowledges and accepts the Release as of the Effective Date.

5 INTERESTS

- (a) All accrued interests under the Existing Bond Issues not due shall be cancelled and discharged in full on the Effective Date.
- (b) Any interest (coupons) under the Existing Bond Issues due in September and December 2016 will be cancelled and discharged in full on the Effective Date.

6 SETTLEMENT

- (a) On the Effective Date, the holders of Existing Bonds at the Record Date shall receive:
- (i) New Shares corresponding to 65% of their outstanding Existing Bonds; and
 - (ii) New Bonds corresponding to 35% of their outstanding Existing Bonds.
- (b) Upon completion of the Merger, the holders of Existing Bonds at the Record Date shall receive a one-time consent fee of 1.70 % flat on the face value of their respective outstanding Existing Bonds at the date of the Record Date.

7 SUBSEQUENT MATTERS

- (a) The New Shares issued in relation with the Restructuring will be listed on the Oslo Stock Exchange if the Issuer determines that the Merger will not be completed (in which case the listing shall be completed as soon as practically possible after such determination has been made).
- (b) The Issuer shall within 30 calendar days after the Issue Date present an offer to the Bondholders to buy back Secured Bonds with a total purchase amount of NOK 60,000,000. The buy-back offer shall be conducted through a reverse Dutch auction as further provided for in the Secured Bond Agreement.

8 GOVERNING LAW

This Agreement and all disputes arising out of, or in connection with this Agreement between the Bond Trustee, the Bondholders and the Issuer shall be governed by Norwegian law.

9 ENFORCEMENT

9.1 Jurisdiction

- (a) All disputes arising out of, or in connection with this Agreement between the Bond Trustee, the Bondholders and the Issuer, shall, subject to clause 9.1 (b) below, be exclusively resolved by the courts of Norway, with the District Court of Oslo as sole legal venue.
- (b) Clause 9.1 (a) is for the benefit of the Bond Trustee only. As a result, the Bond Trustee shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Bond Trustee may take concurrent proceedings in any number of jurisdictions.

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SCHEDULE 1
RESTRUCTURING TERMS

SCHEDULE 2CONDITIONS PRECEDENT DOCUMENTS

1. The Agreement duly executed by both Parties;
2. the Secured Bond Agreement duly executed by the Issuer;
3. the fee agreement between the Issuer and Nordic Trustee ASA, duly executed;
4. the following security documents, duly executed by all parties thereto (including any necessary corporate resolutions from security providers) and evidence of the establishment and perfection of the security:
 - a. the first lien pledge over the shares in Rem Maritime AS;
5. in respect of the Issuer:
 - a. the constitutional documents;
 - b. certified copies of all necessary corporate resolutions to issue the Bonds and/or execute the Finance Documents to which it is a party;
 - c. a power of attorney to relevant individuals for their execution of the relevant Finance Documents, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute the Finance Documents on behalf of each party thereto;
6. the Rem Fortress Loans and the subordination statements from all shareholders;
7. to the extent necessary, any public authorisations required for the Bond Issue;
8. confirmation that the Secured Bonds will be registered in the Securities Depository on the Effective Date;
9. any statements or legal opinions as the Bond Trustee may require (including any capacity corporate opinions for the Issuer and Rem Star and opinions related to the validity, perfection and enforceability of the Finance Documents);
10. the passing of each of the Required Shareholder Resolutions at a duly convened shareholders' meeting of the Issuer;
11. evidence that:
 - a. the Issuer's holding of NOK 60 million of the REM 04 PRO Bonds have been or will be cancelled at the Effective Date;
 - b. the Capital Reduction will be completed at the Effective Date; and

- c. the NOK 150 million equity contribution and issuance of shares to Vard has been subscribed for and shares will be issued at the Effective Date and that the net proceeds will be received by the Issuer at the Effective Date;
12. a confirmation from the Issuer that the amendments to the Bank Facilities contemplated by the Restructuring Terms have been agreed;
13. no member of the Group having entered into any bankruptcy, liquidation administration, receivership or any other insolvency procedure (or any analogous proceeding in any other jurisdiction), whether voluntary or involuntary);
14. no enforcement or acceleration or debt recovery action having been taken by or on behalf of any of the other creditors of the Issuer or any member of the Group under or in connection with any financial indebtedness;
15. confirmation from the Issuer that Vard has accepted the cancellation of the Newbuilding Contract as contemplated by the Restructuring;
16. evidence that the Bondholders' Meeting's in each of REM 04 PRO and REM 05 have resolved to approve the restructuring and the transaction contemplated thereby, by bondholders representing at least 2/3 of the principal amount outstanding in the respective bond issues present and voting;
17. receipt by the Bond Trustee of a written confirmation from the Issuer that the conditions precedent listed herein have been satisfied;
18. receipt by the Bond Trustee of a fee letter from Solstad Offshore ASA or a subsidiary of Solstad Offshore ASA in respect of the consent fee;
19. evidence that the articles of association of Rem Maritime AS have been amended at a duly convened shareholders' meeting of Rem Maritime AS;
20. the payment of any outstanding fees incurred by the Bond Trustee, including legal fees; and
21. any other document or instrument reasonably required by the Bond Trustee.

SCHEDULE 3

FORM OF SECURED BOND AGREEMENT

SCHEDULE 4

SUBSCRIPTION FORM

SIGNATORIES TO THE AGREEMENT

THE ISSUER

Rem Offshore ASA

By:

Name:

Title: Authorised signatory

THE BOND TRUSTEE

(on behalf of the bondholders in the REM04 PRO Bond Agreement)

Nordic Trustee ASA

By:

Name:

Title: Authorised signatory

THE BOND TRUSTEE

(on behalf of the bondholders in the REM05 Bond Agreement)

Nordic Trustee ASA

By:

Name:

Title: Authorised signatory

SIGNATORIES TO THE AGREEMENT

THE ISSUER

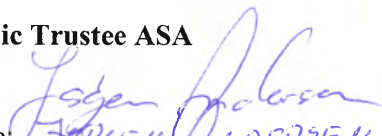
Rem Offshore ASA

By:
Name:
Title: Authorised signatory

THE BOND TRUSTEE

(on behalf of the bondholders in the REM04 PRO Bond Agreement)


Nordic Trustee ASA

By: 
Name: JØRGEN ANDERSEN
Title: Authorised signatory

THE BOND TRUSTEE

(on behalf of the bondholders in the REM05 Bond Agreement)

Nordic Trustee ASA

By: 
Name: JØRGEN ANDERSEN
Title: Authorised signatory