

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

To the bondholders of:

ISIN: NO 001 0820616, Sand Hill Petroleum B.V. 9.00 per cent. senior secured EUR 70,000,000 callable bond issue 2018/2022

Oslo, 19 September 2022

Notice of a Written Resolution

1. INTRODUCTION

Nordic Trustee AS acts as trustee (the "**Bond Trustee**") for the holders of bonds (the "**Bondholders**") in the above captioned bond issue with ISIN NO 001 0820616 with total outstanding amount of EUR 57,881,627 (the "**Bonds**") issued by Sand Hill Petroleum B.V. as issuer (the "**Issuer**" or the "**Company**") pursuant to certain bond terms originally dated 12 April 2018 (as amended, supplemented and amended and restated from time to time, the "**Bond Terms**"). The Issuer and its subsidiaries are referred to as the "**Group**".

Capitalised terms used herein and not otherwise defined herein shall have the same meanings ascribed to such terms in the Bond Terms, as the context requires.

The Bond Trustee has issued this notice of a Written Resolution pursuant to a request from Bondholders representing at least 1/10 of the Voting Bonds and the Issuer, in accordance with the terms of the Bond Terms.

The information in this notice ("Notice") regarding the Issuer and the Group and the market conditions is provided by the Issuer and the transaction description is provided by the Ad Hoc Committee (as defined below), and the Bond Trustee expressly disclaims all liability whatsoever related to such information.

2. BACKGROUND

2.1 Background

Reference is made to the ongoing discussions between the Company and the ad hoc committee of Bondholders (the "**Ad Hoc Committee**"), which at the date of this Notice represents approximately 77% of the Outstanding Bonds. For further details on the ongoing discussions and the Company's financial details, please see the update notice dated 30 June 2021, the notices of Written Resolutions of 3 April 2020, 6 October 2021, 29 November 2021, 6 December 2021, 20 December 2021, 7 April 2022, 27 April 2022, 17 May 2022, 1 June 2022, 28 June 2022 and 8 August 2022, and the Company's 2021 Annual Financial Statements and the Interim Accounts for the quarter ending 30 June 2022, all available under the Company's ticker at www.newsweb.no.

The Ad Hoc Committee has since May 2020 been discussing sale of the shares in the Company to be formalised through a final sale and purchase agreement for the shares to be agreed between the relevant stakeholders (the "**SPA**") as further described below and full settlement of the Bonds, whether such settlement is made by way of redemption of the Bonds, Issuer's repurchase of the Bonds or any other realistic Bond settlement structure (the "**Transaction**").

On 19 September 2022 an entity wholly owned by Emov Limited has entered into an SPA regarding acquisition of a controlling shareholding in the Company and the Bond Trustee was provided with a signed copy of a SPA, which in accordance with the Written Resolution adopted 8 August 2022, was a

condition for extension of the Maturity Date under the Bonds to 30 September 2022. In the Written Resolution adopted 8 August 2022 it was also included as a condition for the extension of the Maturity Date that the Bondholders no later than 7 September 2022, by way of a Written Resolution, shall have approved the Mandatory Call Amount (as defined below), together with cost accrued for the Bond Trustee (including legal and financial advisor costs), applicable to settle the existing Bondholders' right under the Bonds. In accordance with the proposal included below, it is contemplated that the Issuer will be sufficiently funded to pay the Mandatory Call Amount (as defined below).

As at 31 August 2022, the Group had an unrestricted cash balance of approximately EUR 22.6 million, outstanding trade receivables of EUR 16.6 million and USD 0.57 million (net of VAT), and accounts payable in respect of mining tax of approximately HUF 3,7 bn. If the Transaction is not completed, the Issuer expects that, assuming no debt service is required, its unrestricted cash balance as at 30 September 2022 will be approximately EUR 26 million..

2.2 Redemption Mandatory Call, amendment of the Bond Terms and issue of new conditional bonds

The Issuer has informed the Ad Hoc Committee that the SPA has been entered into by all parties thereto. To give effect to the Transaction, the Ad Hoc Committee and the Issuer propose that the Bond Terms are amended as per Schedule 1 (*The Amendments*) hereto by way of an amendment agreement to be effective at the date these Written Resolutions have been passed.

Such amendments as reflected in Schedule 1 and herein, to include (i) a mandatory obligation for the Issuer to redeem the Bonds at par with an amount of EUR 12,800,000 (where such amount shall not include any accrued interest owing in respect of the Bonds at the date of redemption nor shall any accrued interest in respect of the Bonds being redeemed become payable and the Issuer shall be released from its obligation to pay such accrued interest) within four - 4 - business days after these Written Resolutions have been passed (the "**Redemption Amount**") and (ii) a mandatory call obligation for the Issuer to settle (either directly or through instruction to and payment from a third party as applicable) the rights and claims held by the Bondholders (at the time of such settlement) under the Bonds in full by way of a fixed payment in the amount of EUR 35,000,000 (the "**Mandatory Call Amount**") within seven - 7 - business days after these Written Resolutions have been passed. In connection with exercise of the call option, no calculation or payment of accrued, unpaid interest shall be carried out. In addition, the Issuer shall pay all accrued and unpaid costs of the Bond Trustee. For the avoidance of doubt, after the call has been carried out, the Bonds will continue to accrue interest from and including the previous interest date (13 April 2022).

3. THE PROPOSALS

On the basis of the above, it is proposed that the Bondholders adopt a resolution whereby the below proposals (the "**Proposals**") are approved pursuant to Written Resolutions:

- A. *The Bondholders approve and consent to the proposal described in Clause 2.2 and the amendments to the Bond Terms set out in Schedule 1 (The Amendments) hereto.*
- B. *The Bondholders authorise and instruct the Bond Trustee to take such steps on behalf of the Bondholders as may be necessary or desirable in connection with the Proposals, including without limitation to prepare, finalise and enter into the necessary agreements and other documentation (including without limitation any security confirmations or amendments to the Transaction Security and Transaction Security Documents) deemed appropriate, and for and on behalf of the Bondholders, take such further actions and negotiate, agree, enter into, sign and execute such agreements and documents that are required to complete and give effect to the Proposals.*

Other than the amendments prompted by the Proposals, the terms and conditions of the Bond Terms will remain unchanged and will continue to apply in their existing form.

4. EVALUATION OF THE PROPOSALS

The Proposals are put forward to the Bondholders without further evaluation or recommendation from the Bond Trustee, and the Bond Trustee emphasises that each Bondholder should cast its vote in the Bondholders' Meeting based on its own evaluation of the Proposals. Nothing herein shall constitute a recommendation to the Bondholders by the Bond Trustee. The Bondholders must independently evaluate whether the Proposals are acceptable and vote accordingly. The Bond Trustee urges each Bondholder to seek advice in order to evaluate the Proposals.

5. WRITTEN RESOLUTIONS

Based on the above, the Issuer has approached the Bond Trustee to request a Written Resolution. For the avoidance of doubt, no Bondholders' Meeting will be held.

For a vote to be valid, the Bond Trustee must have received it by post, courier or email to the address indicated in the enclosed form attached in Schedule 2 (the "**Voting Form**") no later than 23 September 2022 at 13.00 hours (Oslo time) (the "**Voting Deadline**").

It is proposed that the Bondholders resolve the following Proposal by way of Written Resolution (the "Proposed Resolution"):

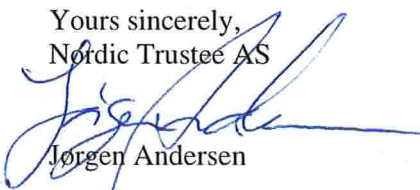
"The Bondholders approve the Proposals as described in section 3 (The Proposals) of this Notice on the conditions set out therein."

To approve the Proposed Resolution, 1) either Bondholders representing at least 2/3 of the Voting Bonds must vote in favour of the Proposed Resolution prior to the expiry of the Voting Period, or 2) at least 2/3 of bonds voting is in favour and at least 50 % of the Voting Bonds have voted by the end of the Voting Period. The Bondholders may vote "In Favour" or "Against" the Proposed Resolution. A Written Resolution is passed when the requisite majority has been achieved for the Proposed Resolution, even if the Voting Deadline has not yet expired. A Written Resolution may also be passed if the sufficient number of negative votes is received prior to the expiry of the Voting Deadline, in which case the resolution is that the Proposed Resolution is not approved.

The effective date of a Written Resolution passed prior to the expiry of the Voting Deadline is the date when the Proposed Resolution is approved by the last Bondholder that resulted in the necessary voting majority being achieved.

Votes which are submitted may be altered or withdrawn before the end of the Voting Period or before the Bond Trustee has provided a notice of the Written Resolution.

Yours sincerely,
Nordic Trustee AS



Jørgen Andersen

Schedule:

Schedule 1 – The Amendments

Schedule 2 – Voting Form

Schedule 1 The Amendments

As of the date of the Written Resolutions in respect of the Notice of Written Resolutions dated 19 September 2022 the Bond Terms shall be amended as follows:

1. Clause 1.1 (*Definitions*)

(a) The following new definitions shall be added:

"Mandatory Call Amount" means (i) a fixed payment in the amount of EUR 35,000,000 (where such amount shall not include accrued interest owing with respect to the Bonds as at the date of the mandatory call and does not include outstanding costs of the Bond Trustee).

"Redemption Amount" means an amount of EUR 12,800,000 (where such amount shall not include any accrued interest owing in respect of the Bonds at the date of redemption nor shall any accrued interest in respect of the Bonds being redeemed become payable and the Issuer shall be released from its obligation to pay such accrued interest) payable by the Company no later than [●]¹2022.

"Third Party Funding Amount" means EUR 35,000,000 to be paid or provided as applicable by a third party to settle the Mandatory Call Amount.

(b) The definition "Maturity Date" shall be amended to:

"Maturity Date" means the earlier of: (i) the date of termination of the SPA; and (ii) 30 September 2023.

(c) The definition "SPA" shall be amended to:

"SPA" means the share purchase agreement dated 19 September 2022 entered into between, inter alios, the Issuer as company, WP XI Holding B.V. as seller and an entity wholly owned by Emov Limited as purchaser in respect of the shares in the Issuer.

2. Clause 10.5 (*Redemption of the Bonds in connection with the Transaction*)

Clause 10.5 (*Redemption of the Bonds in connection with the Transaction*) shall be amended to:

10.5 *Redemption and Mandatory call of the Bonds*

(a) The Issuer shall no later than [●]² 2022 pay the Redemption Amount and by no later than [●]³ 2022 (the "**Mandatory Call Date**):

(i) call all Outstanding Bonds (which call shall be subject to the Paying Agent's receipt of the Redemption Amount);

(ii) pay the Mandatory Call Amount, or instruct and/or arrange for any third party to pay, to the Paying Agent (to such account as directed by the Paying Agent); and

¹ Bond Trustee to insert the date upon the passing of the Written Resolution – date to be inserted is the date that falls four Business Days after the passing of the Written Resolutions.

² Bond Trustee to insert the date upon the passing of the Written Resolution – date to be inserted is the date that falls four Business Days after the passing of the Written Resolutions.

³ Bond Trustee to insert the date upon the passing of the Written Resolution – date to be inserted is the date that falls seven Business Days after the passing of the Written Resolutions.

- (iii) *pay all outstanding costs, fees and other amounts outstanding on the Mandatory Call Date under or pursuant to the Finance Documents (including all legal and financial advisors' fees) to the Bond Trustee (the "**Bond Trustee's Outstanding Costs**").*

For the avoidance of doubt, the Bonds shall after the call has been carried out continue to accrue interest from and including the previous Interest Payment Date.

- (b) *On the Mandatory Call Date and subject to the Paying Agent's receipt of the Redemption Amount and the Mandatory Call Amount and the Bond Trustee's receipt of the Bond Trustee's Outstanding Costs, the Outstanding Bonds shall be transferred to, as designated by the Issuer, those third parties who have provided the Third Party Funding Amount to the Issuer, without any cancellation of the Bonds following such transfer.*

**Schedule 2
Voting Form**

NO 001 0820616

**Sand Hill Petroleum B.V. 9.00 per cent. senior secured EUR
70,000,000 callable bond issue 2018/2022**

The undersigned holder or authorised person/entity, votes in the following manner:

The Proposed Resolution as defined in the Notice of a Written Resolution dated 19 September 2022

In favour of the Proposed Resolution

Against the Proposed Resolution

ISIN NO 001 0820616	Amount of bonds owned
Custodian Name	Account number at Custodian
Company	Day time telephone number
	E-mail

Enclosed to this form is the complete printout from our custodian/VPS⁴, verifying our bondholding in the bond issue as of _____ 2022.

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

Place, date

Authorized signature

Return by mail:
Nordic Trustee AS
PO Box 1470 Vika
N-0116 Oslo
Norway

Telephone: +47 22 87 94 00
E-mail: mail@nordictrustee.com

⁴ If the Bonds are held in custody other than in the VPS, evidence provided from the custodian confirming that (i) you are the owner of the Bonds, (ii) in which account number the Bonds are held, and (iii) the amount of Bonds owned.