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THE SECURITIES DESCRIBED HEREIN (THE "TRANCHE 2 BONDS") HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT. SUBJECT TO CERTAIN EXCEPTIONS, THE TRANCHE 2 BONDS MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES.

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Neither the Arranger nor any of its affiliates accepts any responsibility whatsoever for the contents of the Supplemental Offering Circular or for any statement made or purported to be made by any of them, or on any of their behalf, in connection with the Issuer or the offer. The Arranger and its affiliates accordingly disclaim all and any liability whether arising in tort, contract, or otherwise which they might otherwise have in respect of the Supplemental Offering Circular or any such statement. No representation or warranty express or implied, is made by the Arranger or its affiliates as to the accuracy, completeness, verification or sufficiency of the information set out in the Supplemental Offering Circular.

The Arranger is acting exclusively for the Issuer and no one else in connection with the offer. The Arranger will not regard any other person (whether or not a recipient of the Supplemental Offering Circular) as its client in relation to the offer and will not be responsible to anyone other than the Issuer for providing the protections afforded to its clients nor for giving advice in relation to the offer or any transaction or arrangement referred to herein.

SUPPLEMENTAL OFFERING CIRCULAR DATED 14 APRIL 2016



Technology Enhanced Oil plc

(incorporated under the laws of England and Wales with company number 09847538)

U.S.\$1,850,000 6.00 per cent. Mandatory Convertible Bonds due 2022

**to be consolidated and form a single series with the
U.S.\$6,020,000 6 per cent. Mandatory Convertible Bonds due 2022
issued on 15 January 2016**

**Issue Price:
96 per cent.**

This Supplemental Offering Circular is supplemental to the Offering Circular dated 13 January 2016 (the "**Original Offering Circular**") relating to the U.S.\$6,020,000 6.00 per cent. Mandatory Convertible Bonds due 2022 issued on 15 January 2016 (the "**Tranche 1 Bonds**") issued by Technology Enhanced Oil plc (the "**Issuer**") and is prepared in connection with the issue by the Issuer of the U.S.\$1,850,000 6.00 per cent. Mandatory Convertible Bonds due 2022 (the "**Tranche 2 Bonds**" and, together with the Tranche 1 Bonds, the "**Bonds**"). With effect from 26 May 2016 (the "**Consolidation Date**"), the Tranche 2 Bonds will be consolidated and form a single series with the Tranche 1 Bonds.

This Supplemental Offering Circular should be read in conjunction with the Original Offering Circular. Save as expressly provided herein or as the context otherwise requires, terms defined in the Original Offering Circular shall have the same meanings when used in this Supplemental Offering Circular.

For a discussion of certain factors regarding the Issuer and the Bonds that should be considered by prospective purchasers of the Tranche 2 Bonds, see the section entitled "Risk Factors" in the Original Offering Circular.

Arranger

ISM Capital LLP

The Issuer accepts responsibility for the information contained in this Supplemental Offering Circular. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Supplemental Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

Save for the Issuer, no other party has separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by ISM Capital LLP (the “**Arranger**”) or U.S. Bank Trustees Limited (the “**Trustee**”) as to the accuracy or completeness of the information contained or incorporated in this Supplemental Offering Circular or any other information provided by the Issuer in connection with the offer of the Tranche 2 Bonds. Neither the Arranger nor the Trustee accepts any liability in relation to the information contained in this Supplemental Offering Circular or any other information provided by the Issuer in connection with the offer of the Tranche 2 Bonds or their distribution.

Approval in-principle has been received for the listing of the Tranche 2 Bonds on the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”). The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions or reports contained in this Supplemental Offering Circular. Approval in-principle granted for the listing and quotation of the Tranche 2 Bonds on the SGX-ST is not to be taken as an indication of the merits of the Issuer or the Tranche 2 Bonds.

No person is or has been authorised by the Issuer, the Arranger or the Trustee to give any information or to make any representation not contained in or not consistent with this Supplemental Offering Circular or any other information supplied in connection with the offer of the Tranche 2 Bonds and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Arranger or the Trustee.

Neither this Supplemental Offering Circular nor any other information supplied in connection with the offer of the Tranche 2 Bonds (A) is intended to provide the basis of any credit or other evaluation or (B) should be considered as a recommendation by the Issuer, the Arranger or the Trustee that any recipient of this Supplemental Offering Circular or any other information supplied in connection with the offer of the Tranche 2 Bonds should purchase any Tranche 2 Bonds. Each investor contemplating purchasing any Tranche 2 Bonds should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Supplemental Offering Circular nor any other information supplied in connection with the offer of the Tranche 2 Bonds constitutes an offer or invitation by or on behalf of the Issuer, the Arranger or the Trustee to any person to subscribe for or to purchase any Tranche 2 Bonds in any jurisdiction where such offer or invitation is not permitted by law.

Neither the delivery of this Supplemental Offering Circular nor the offering, sale or delivery of the Tranche 2 Bonds shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the offer of the Tranche 2 Bonds is correct as of any

time subsequent to the date indicated in the document containing the same. The Arranger and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Bonds or to advise any investor in the Tranche 2 Bonds of any information coming to their attention.

The Tranche 2 Bonds have not been nor will they be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”). Subject to certain exceptions, the Tranche 2 Bonds may not be offered, sold or delivered within the United States. For a further description of certain restrictions on the offering and sale of the Tranche 2 Bonds and on distribution of this Supplemental Offering Circular, see “*Offering Restrictions*” below.

The Tranche 2 Bonds may not be a suitable investment for all investors. Each potential investor in the Tranche 2 Bonds must determine the suitability of the investment in light of its own circumstances. In particular, each potential investor should (A) have sufficient knowledge and experience to make a meaningful evaluation of the Tranche 2 Bonds, the merits and risks of investing in the Tranche 2 Bonds and the information contained in this Supplemental Offering Circular or any further applicable supplement; (B) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Tranche 2 Bonds and the impact such investment will have on its overall investment portfolio; (C) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Tranche 2 Bonds, including where the currency for principal or interest payments is different from the potential investor’s currency; (D) understand thoroughly the terms of the Tranche 2 Bonds and be familiar with the behaviour of any relevant indices and financial markets; and (E) 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.

The Tranche 2 Bonds are complex financial instruments. An investment in the Tranche 2 Bonds may be considered by investors who are in a position to be able to satisfy themselves that the Tranche 2 Bonds would constitute an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in the Tranche 2 Bonds unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Tranche 2 Bonds will perform under changing conditions, the resulting effects on the value of the Tranche 2 Bonds and the impact this investment will have on the potential investor’s overall investment portfolio.

This Supplemental Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy the Tranche 2 Bonds in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Supplemental Offering Circular and the offer or sale of Tranche 2 Bonds may be restricted by law in certain jurisdictions. The Issuer, the Arranger and the Trustee do not represent that this Supplemental Offering Circular may be lawfully distributed, or that the Tranche 2 Bonds may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Arranger or the Trustee which is intended to permit a public offering of the Tranche

2 Bonds or the distribution of this Supplemental Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Tranche 2 Bonds may be offered or sold, directly or indirectly, and neither this Supplemental Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Supplemental Offering Circular or any Tranche 2 Bonds may come must inform themselves about, and observe, any such restrictions on the distribution of this Supplemental Offering Circular and the offering or sale of Tranche 2 Bonds. In particular, there are restrictions on the distribution of this Supplemental Offering Circular and the offer or sale of Tranche 2 Bonds in the United States and the United Kingdom, see “*Offering Restrictions*”.

All references in this Supplemental Offering Circular to “**U.S.\$**” and “**U.S. dollars**” refer to the lawful currency for the time being of the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia (“**U.S.**” and the “**United States**”).

FORWARD-LOOKING STATEMENTS

This Supplemental Offering Circular contains certain “forward-looking statements”. Statements that are not historical facts, including statements about the Issuer’s and/or their respective directors’ and/or management’s beliefs and expectations are forward-looking statements. Words such as “believes”, “anticipates”, “estimates”, “expects”, “intends”, “plans”, “aims”, “potential”, “will”, “would”, “could”, “considered”, “likely”, “estimate” and variations of these words and similar future or conditional expressions, are intended to identify forward-looking statements but are not the exclusive means of identifying such statements. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend upon future circumstances that may or may not occur, many of which are beyond the Issuer’s control and all of which are based on the Issuer’s current beliefs and expectations about future events. Such forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the actual results, performance or achievements of the Issuer or the Issuer, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the Issuer and the Issuer’s present and future business strategies and the environment in which the Issuer will operate in the future. These forward-looking statements speak only as at the date of this Supplemental Offering Circular. Except as required by applicable law or regulation, the Issuer expressly disclaims any obligations or undertaking to release publicly any updates or revisions to any forward-looking statements contained in this Supplemental Offering Circular to reflect any change in the Issuer’s expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

INCORPORATION BY REFERENCE

The Original Offering Circular dated 13 January 2016 is incorporated by reference in this Supplemental Offering Circular and is available for inspection at the registered office of the Issuer.

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OVERVIEW

The following overview refers to certain provisions of the terms and conditions of the Tranche 2 Bonds and the Supplemental Trust Deed and is qualified by the more detailed information contained elsewhere in this Supplemental Offering Circular. Capitalised terms which are defined in “Terms and Conditions of the Tranche 2 Bonds” have the same meaning when used in this overview. References to numbered Conditions are to the terms and conditions of the Tranche 2 Bonds (the “**Conditions**”) as set out under “Terms and Conditions of the Tranche 2 Bonds”.

Issuer	Technology Enhanced Oil plc
Arranger	ISM Capital LLP
Trustee	U.S. Bank Trustees Limited
Principal Paying and Conversion Agent	Elavon Financial Services Limited, UK Branch
Issue	U.S.\$1,850,000 6.00 per cent. Mandatory Convertible Bonds due 2022 (to be consolidated and form a single series with the Tranche 1 Bonds)
Issue Date of Tranche 2 Bonds	15 April 2016
Issue Price of Tranche 2 Bonds	96 per cent. of the principal amount of the Tranche 2 Bonds
Maturity Date	15 January 2022
Risk Factors	There are certain factors that may affect the Issuer’s ability to fulfil its obligations under the Bonds. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with the Bonds and certain risks relating to the structure of the Bonds. These are set out under “ <i>Risk Factors</i> ” in the Original Offering Circular.
Status	The Bonds and Coupons constitute direct, unconditional, unsubordinated and (subject to Condition 2 (<i>Negative Pledge</i>)) unsecured obligations of the Issuer ranking <i>pari passu</i> and rateably, without any preference among themselves, and equally with all other existing and future unsecured and unsubordinated obligations of the Issuer but, in the event of a winding-up of the Issuer, save for such obligations that may be preferred by provisions of law that are mandatory and of general application.
Negative Pledge	So long as any Bond remains outstanding, the Issuer will not, and will not permit any of its Subsidiaries to, create or permit to subsist any Relevant Security upon or with respect to the whole or any part of its undertaking, assets or revenues to secure any existing or future Relevant Indebtedness or any

guarantee or indemnity in respect of any Relevant Indebtedness, unless, simultaneously with or prior to the creation of such Relevant Security, either (A) all amounts payable by the Issuer under the Bonds, the Coupons and the Trust Deed are secured equally and rateably by such Relevant Security to the satisfaction of the Trustee, or (B) such other security, guarantee, indemnity or other arrangement is provided as either (1) the Trustee shall in its absolute discretion deem not materially less beneficial to the interest of the Bondholders or (2) shall be approved by an Extraordinary Resolution of the Bondholders, but excluding Project Finance Indebtedness.

“Relevant Indebtedness” means any present or future indebtedness (whether being principal, interest or other amounts) in the form of, or represented or evidenced by, bonds, notes, depositary receipts, debentures, loan stock or other securities, whether issued for cash or in whole or in part for a consideration other than cash, and which are for the time being, or are intended to be or are capable of being, quoted, listed or dealt in or traded on any stock exchange and/or quotation system or over-the-counter or by any listing authority or other securities market.

Interest

The Bonds will bear interest from (and including) 15 April 2016 to (but excluding) the Maturity Date at a fixed rate of 6.00 per cent. per annum payable quarterly in arrear in equal instalments on 15 January, 15 April, 15 July and 15 October in each year (each, an **“Interest Payment Date”**), with the first Interest Payment Date falling on 15 July 2016.

Deferral of Interest

The Issuer may elect to defer any interest payment which is otherwise scheduled to be paid on an Interest Payment Date (other than the interest payment which is due on the Maturity Date) (each a **“Deferred Interest Payment”**) for a period of up to 12 months following such Interest Payment Date (the **“Deferral Period”**). The deferral of any interest payment will not constitute a default by the Issuer and will not give Bondholders or the Trustee any right to accelerate the Bonds, unless the applicable Deferral Period has expired.

Notwithstanding the foregoing, the Issuer shall satisfy all Deferred Interest Payments in cash upon the occurrence of the first of the following to occur:

- (i) mandatory conversion of the Bonds on the Maturity Date;
- (ii) redemption of the Bonds as described under “Taxation”;
- (iii) acceleration of the Bonds following an Event of Default;

- (iv) conversion of the Bonds as described under “*Conversion at the Option of the Issuer – Qualifying IPO*”, “*Conversion at the Option of the Issuer – Asset Sale*” and “*Conversion at the Option of the Bondholders*” below; and
- (v) in relation to any Deferred Interest Payment relating to any particular Interest Payment Date, the date falling 12 months following such Interest Payment Date.

Deferred Interest Payments shall bear interest at the rate of 10 per cent. per annum, compounded monthly.

Mandatory Conversion on the Maturity Date

Unless previously purchased and cancelled, redeemed or converted, the Bonds will be mandatorily converted into Ordinary Shares on the Maturity Date.

Conversion at the Option of the Issuer – Qualifying IPO

The Bonds may be converted into Ordinary Shares at the option of the Issuer in whole (but not in part only) at the Conversion Price upon the occurrence of a Qualifying IPO.

For the purposes of the foregoing:

“**Admission**” means the admission of the entire issued ordinary share capital of the Issuer to trading on a Qualifying Exchange.

“**Qualifying Exchange**” means:

- (A) AIM, a market of the London Stock Exchange;
- (B) ASX Limited, a market of the Australian Securities Exchange;
- (C) the Toronto Stock Exchange; or
- (D) such other stock exchange(s) as may be approved by an Extraordinary Resolution of the Bondholders.

“**QIPO Effective Date**” means the date on which the Ordinary Shares are admitted to listing and trading on a Qualifying Exchange pursuant to a Qualifying IPO. “**Qualifying IPO**” means:

- (A) an offering and sale to investors of Ordinary Shares by the Issuer for subscription or sale for cash, accompanied by Admission, where the QIPO Price is higher than 130 per cent. of the Conversion Price on the QIPO Effective Date; or
- (B) Admission (where not accompanied by any offering and sale to investors of Ordinary Shares by the Issuer for subscription or sale for cash), where the value of an Ordinary Share at the time of Admission on the QIPO Effective Date is higher than 130 per cent. of the Conversion Price on the QIPO Effective Date.

“**QIPO Price**” means the price per Ordinary Share at which

**Conversion at the
Option of the Issuer –
Asset Sale**

the Ordinary Shares are offered and sold in the QIPO.

If the Issuer has received and intends to accept an offer to sell all or substantially all of its assets to a third party (an “**Asset Sale**”) then:

- (i) if, upon conversion in full of the Bonds at the Conversion Price, the Underlying Value per Bond in the principal amount of U.S.\$1,000 would be more than or equal to U.S.\$1,300, then the Issuer may accept the Asset Sale and the Bonds may be converted into Ordinary Shares at the option of the Issuer in whole (but not in part only) at the Conversion Price; and
- (ii) if the Underlying Value per Bond in the principal amount of U.S.\$1,000 would be less than U.S.\$1,300, then the Issuer shall convene a meeting of Bondholders to determine whether the Issuer may accept the Asset Sale and whether the Bonds shall be converted mandatorily into Ordinary Shares in whole (but not in part only) at the Conversion Price; if the requisite majority of Bondholders vote in favour of such conversion then this decision shall be binding on all Bondholders.

“**Underlying Value**” means, in respect of a Bond in the principal amount of U.S.\$1,000, an amount calculated as follows:

$$UV = (PA / CP) \times (TAC / NS)$$

where:

- “UV” = the Underlying Value
- “PA” = U.S.\$1,000
- “CP” = the Conversion Price in effect on the relevant Calculation Date
- “TAC” = the total gross consideration (in U.S. dollars) receivable by the Issuer for the Asset Sale
- “NS” = the sum of (i) the aggregate number of Ordinary Shares in issue on the relevant Calculation Date and (ii) the number of Ordinary Shares falling to be issued on conversion in full of the Bonds at the Conversion Price prevailing on the Conversion Date.

**Conversion at the
Option of the
Bondholders**

The Issuer will, at the option of the holder of any Bond, convert such Bondholder’s Bonds into Ordinary Shares at the Conversion Price following:

- (i) the occurrence of a Change of Control of the Issuer; or
- (ii) the occurrence of an Event of Default.

A “**Change of Control**” shall occur if a person or persons, acting together, acquires control of the Issuer and where “control” means (i) the acquisition or holding or legal or beneficial ownership or control of more than 50 per cent. of the voting rights of the Issuer or (ii) the right to appoint and/or remove all or the majority of the members of the Issuer’s Board of Directors or other governing body, whether obtained directly or indirectly and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise.

**Conversion -
Underlying**

On conversion in full of the Bonds (whatever the aggregate principal amount of Bonds issued, including in any subsequent tranches), Bondholders will (subject as provided below) receive 80 per cent. of the Ordinary Shares of the Issuer. The number of Ordinary Shares to be issued to each Bondholder shall be determined by dividing the principal amount of the Bonds to be converted by the Conversion Price in effect on the relevant Conversion Date.

**Conversion Price
Adjustments to the
Conversion Price**

The Conversion Price on the Issue Date is U.S.\$39.35 .

The Conversion Price shall be subject to adjustment:

- (i) in the event of any consolidation, re-classification, re-designation or sub-division in relation to the Ordinary Shares which alters the number of Ordinary Shares in issue;
- (ii) in the event of any bonus issue of Ordinary Shares;
- (iii) if the Issuer issues any further Bonds; or
- (iv) if the Issuer or any Subsidiary of the Issuer directly or indirectly issues Ordinary Shares.

Any adjustment pursuant to (i) or (ii) above shall be determined by applying a market standard adjustment formula.

Any adjustment pursuant to (iii) shall result in the Conversion Price being adjusted in such a way that the Bondholders (including the holders of the further Bonds that are issued) shall (subject to any further adjustment to the Conversion Price) together receive in aggregate 80 per cent. of the Ordinary Shares of the Issuer upon conversion in full of all of the Bonds.

Any adjustment pursuant to (iv) above shall be determined by an Independent Financial Adviser applying the principle that the Principal Shareholder’s aggregate ownership interest in the Issuer shall not be diluted by the relevant issue of Ordinary Shares unless otherwise decide by the Principal Shareholder. “**Principal Shareholder**” means Iskandia Energy

Limited.

On the Closing Date the Issuer's ordinary share capital consists of 50,000 Ordinary Shares.

Cross-Default

The Bonds will contain a cross-default provision, subject to a threshold of U.S.\$2,500,000, as further described in "*Terms and Conditions of the Bonds – Events of Default*".

Other Covenants

The Issuer will not be permitted to declare or pay any dividends and no member of the Group shall be permitted to declare or pay any dividends other than to the Issuer or otherwise pursuant to pre-existing contractual arrangements relating to joint ownership of assets;

The Issuer and its Subsidiaries will not be permitted to enter into any transaction with any Affiliate except in the ordinary course of business on the basis of arm's-length arrangements for full market value (as certified by an Independent Appraiser);

The Issuer shall not be permitted to enter into an Asset Sale otherwise than in compliance with the requirements set out under "*Conversion at the Option of the Issuer – Asset Sale*" below; and

The Issuer and its Subsidiaries will not be permitted to sell, transfer or otherwise dispose of any Assets if the Book Value of such Assets exceeds 10 per cent. of the Issuer's consolidated Total Assets, other than sales, transfers or disposals where (1) the relevant Asset is being sold, transferred or sold within a range of values reasonably deemed to constitute the fair market value of the relevant Asset, and (2) where the consideration received for the relevant Asset exceeds 130 per cent. of the acquisition price of such Asset (in the case of (1) and (2) as certified by an Independent Appraiser).

Events of Default

For a description of certain other events that will permit the Bonds to become immediately due and payable at their principal amount, together with accrued interest, see "*Terms and Conditions of the Bonds – Events of Default*".

Withholding tax and additional amounts

Payments in respect of the Bonds will be made without any withholding or deduction for any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or within the United Kingdom or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. If withholding or deduction is required for or on account of any such taxes, (i) the Issuer will pay such additional amounts as may be necessary in order that the net payment received by each Bondholder in respect of the Bonds, after such withholding or deduction upon payments made by or on behalf of the Issuer in

respect of the Bonds will equal the amount which would have been received in the absence of any such withholding or deduction, subject to customary exceptions as set out in Condition 16; and (ii) the Issuer will have the right to redeem the Bonds at their principal amount, together with accrued and unpaid interest, subject to the right of Bondholders to elect not to have their Bonds redeemed and thereafter to receive all payments on the Bonds subject to such withholding or deduction.

Meetings of Bondholders

The Conditions contain provisions for calling meetings of Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Bondholders including Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a manner contrary to the majority.

Form

The Bonds will be issued in bearer form only and will initially be represented by a temporary global bond (the “**Temporary Global Bond**”), without interest coupons, which will be deposited on or about the Issue Date with a common depository for Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) and Euroclear Bank SA/NV (“**Euroclear**”). Interests in the Temporary Global Bond representing the Tranche 2 Bonds will be exchangeable for interests in a permanent global bond (the “**Permanent Global Bond**”), without interest coupons, on or about 26 May 2016, upon certification as to non-U.S. beneficial ownership. Interests in the Permanent Global Bond will be exchangeable for definitive Bonds only in certain limited circumstances - see “*Summary of Provisions Relating to the Bonds Whilst in Global Form*” in the Original Offering Circular.

Denomination

The denomination of the Bonds shall be U.S.\$200,000 and higher integral multiples of U.S.\$1,000 in excess thereof (up to and including U.S.\$399,000).

Listing

Approval in-principle has been received for the listing of the Tranche 2 Bonds on the SGX-ST. The Tranche 2 Bonds will be traded on the SGX-ST in a minimum board lot size of U.S.\$200,000 with a minimum of 1 lot to be traded in a single transaction for so long as any of the Bonds are listed on the SGX-ST and the rules of the SGX-ST so require. The Tranche 1 Bonds were listed on the SGX-ST with effect from 18 January 2016.

Ratings

The Bonds will not be rated.

Governing law

The Bonds and the Trust Deed, and any non-contractual obligations arising out of or in connection with the Bonds and the Trust Deed, will be governed by, and construed in

accordance with, English law.

Selling Restrictions	United States, UK and Switzerland (see “ <i>Subscription and Sale</i> ”).
Use of Proceeds	It is intended that the net proceeds of the issuance of the Bonds will be used to fund the investment programme of the Issuer in assets in the North American Conventional Oil Fields sector as well as to cover the operative costs of the Issuer.
Clearing Systems	Clearstream, Luxembourg and Euroclear.
Temporary ISIN (Tranche 2 Bonds)	XS1349488764
Temporary Common Code (Tranche 2 Bonds)	134948876
Permanent ISIN	XS1337093121
Permanent Common Code	133709312

TERMS AND CONDITIONS OF THE TRANCHE 2 BONDS

The following, subject to alteration and except for paragraphs in italics, are the terms and conditions substantially in the form in which they will be endorsed on each Bond in definitive form (if issued).

The issue of the U.S.\$6,020,000 6.00 per cent. Mandatory Convertible Bonds due 2022 (the “**Tranche 1 Bonds**”) was authorised by a resolution of the Board of Directors of Technology Enhanced Oil plc (the “**Issuer**”) passed on 30 December 2015. The issue of the U.S.\$1,850,000 6.00 per cent. Mandatory Convertible Bonds due 2022 was authorised by a resolution of the Board of Directors of the Issuer passed on 4 April 2016 (the “**Tranche 2 Bonds**” and, together with the Tranche 1 Bonds, the “**Bonds**”). The Tranche 2 Bonds are to be consolidated and form a single series with the Tranche 1 Bonds and are constituted by a supplemental trust deed dated 15 April 2016 (the “**Supplemental Trust Deed**”) between the Issuer and U.S. Bank Trustees Limited (the “**Trustee**”, which expression shall include all persons for the time being appointed as the trustee or trustees under the Trust Deed (as defined below)) as trustee for the Bondholders (as defined below). The Supplemental Trust Deed is supplemental to a trust deed dated 15 January 2016 by which the Tranche 1 Bonds are constituted (the “**Original Trust Deed**”) between the Issuer and the Trustee. The Supplemental Trust Deed and the Original Trust Deed are together referred to as the “**Trust Deed**”. The statements set out in these terms and conditions (the “**Conditions**”) are summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the forms of the Bonds and the interest coupons relating to them (the “**Coupons**”). The Bondholders and Couponholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and those provisions applicable to them which are contained in the Paying and Conversion Agency Agreement dated 15 January 2016 as supplemented on 15 April 2016 (the “**Agency Agreement**”) relating to the Bonds between the Issuer, the Trustee and Elavon Financial Services Limited, UK Branch (the “**Principal Paying and Conversion Agent**”, which expression shall include any successor as Principal Paying and Conversion Agent under the Agency Agreement), the Paying and Conversion Agents for the time being (such persons, together with the Principal Paying and Conversion Agent, being referred to below as the “**Paying and Conversion Agents**”, which expression shall include their successors as Paying and Conversion Agents under the Agency Agreement).

Copies of the Trust Deed and the Agency Agreement are available for inspection at the office of the Trustee at Fifth Floor, 125 Old Broad Street, London EC2N 1AR, United Kingdom, and at the specified offices of the Paying and Conversion Agents.

Capitalised terms used but not defined in these Conditions shall have the meanings attributed to them in the Trust Deed unless the context otherwise requires or unless otherwise stated.

1. **Form, Denomination, Title and Status**

1.1 **Form and Denomination**

The Bonds are serially numbered and in bearer form in the denominations of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof up to (and including) U.S.\$399,000 each with Coupons attached on issue.

1.2 **Title**

Title to the Bonds and Coupons will pass by delivery. The holder of any Bond or Coupon will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or its theft or loss or anything written on it) and no person will be liable for so treating the holder.

1.3 **Status**

The Bonds and Coupons constitute direct, unconditional, unsubordinated and (subject to Condition 2) unsecured obligations of the Issuer ranking *pari passu* and rateably, without any preference among themselves, and equally with all other existing and future unsecured and unsubordinated obligations of the Issuer but, in the event of a winding-up of the Issuer, save for such obligations that may be preferred by provisions of law that are mandatory and of general application.

2. **Negative Pledge**

So long as any Bond or Coupon remains outstanding (as defined in the Trust Deed), the Issuer will not, and will ensure that none of its Subsidiaries will, create or have outstanding any Relevant Security upon or with respect to the whole or any part of any of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any existing or future Relevant Indebtedness, or any guarantee or indemnity in respect of any Relevant Indebtedness, unless, simultaneously with or prior to the creation of such Relevant Security, either:

- (A) all amounts payable by the Issuer under the Bonds, the Coupons and the Trust Deed are secured equally and rateably by such Relevant Security to the satisfaction of the Trustee, or
- (B) such other security, guarantee, indemnity or other arrangement is provided as either (1) the Trustee shall in its absolute discretion deem not materially less beneficial to the interest of the Bondholders or (2) shall be approved by an Extraordinary Resolution of the Bondholders,

save that any such Subsidiary may have outstanding Relevant Security upon the whole or any part of its property, assets or revenues, present or future, to secure Relevant Indebtedness and/or a guarantee of or indemnity in respect of Relevant Indebtedness (without the obligation to provide Relevant Security) where such Relevant Security (1) is over the whole or any part of the property, assets or revenues of a company becoming a Subsidiary of the Issuer after 15 January 2016 and (2) exists at the time that company becomes a Subsidiary of the Issuer provided that such Relevant Security was not created in contemplation of such company becoming a Subsidiary of the Issuer and the principal amount secured at the time of that company becoming a Subsidiary of the Issuer is not subsequently increased.

3. **Definitions**

In these Conditions, unless otherwise provided:

“**Accrued Conversion Interest**” means interest accrued on the Bonds from (and including) the Interest Payment Date immediately preceding the Conversion Date, QIPO Effective Date or the Maturity Date, as the case may be (or, if none, the Issue Date), to (but excluding) the Conversion Date, the QIPO Effective Date or the Maturity Date (as the case may be);

“**Admission**” has the meaning provided in Condition 6.1;

“**Asset**” has the meaning provided in Condition 18(D);

“**Asset Sale**” has the meaning provided in Condition 6.2;

“**Asset Sale Completion Date**” means the date of financial completion of an Asset Sale, as certified to the Trustee in writing by the Issuer;

“**Asset Sale Mandatory Conversion**” has the meaning provided in Condition 6.2;

“**Asset Sale Notice**” has the meaning provided in Condition 6.2;

“**Bondholder**” means the holder of any Bond;

“**Bondholder Conversion Event**” has the meaning provided in Condition 7;

“**Bondholder Optional Conversion**” has the meaning provided in Condition 7;

“**Bondholder Optional Conversion Period**” has the meaning provided in Condition 7;

“**business day**” means, in relation to any place, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business in that place;

a “**Change of Control**” shall occur if a person or persons, acting together, acquires control of the Issuer and where “control” means (A) the acquisition or holding or legal or beneficial ownership or control of more than 50 per cent. of the voting rights of the Issuer or (B) the right to appoint and/or remove all or the majority of the members of the Issuer’s Board of Directors or other governing body, whether obtained directly or indirectly and whether obtained by ownership of share capital, the possession of Voting Rights, contract or otherwise;

“**Companies Act**” means the Companies Act 2006;

“**Conversion**” means Mandatory Conversion, QIPO Conversion, Issuer Asset Sale Optional Conversion, Asset Sale Mandatory Conversion or Bondholder Optional Conversion, as the case may be;

“**Conversion Date**” means the London business day immediately following the date of the delivery of the relevant Bond and the Conversion Notice as provided in Condition 10;

“**Conversion Notice**” means a notice of Conversion;

“**Conversion Price**” has the meaning provided in Condition 8;

“**Conversion Right**” has the meaning provided in Condition 7;

“**Couponholder**” means the holder of any Coupon;

“**Deferred Interest Payment**” has the meaning given to such term in Condition 4.3 and shall (where the context so permits) include any interest accrued thereon pursuant to Condition 4.4;

“Dividend” means any dividend or distribution to shareholders whether of cash, assets or other property, and however described and whether payable out of a share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to holders upon or in connection with a reduction of capital;

“Event of Default” has the meaning provided in Condition 17;

“Extraordinary Resolution” has the meaning provided in the Trust Deed;

“Financial Indebtedness” means any present or future indebtedness in respect of moneys borrowed or raised including (but not limited to):

- (A) moneys borrowed and debit balances at banks and other financial institutions;
- (B) any debenture, note, bond, loan stock or other security;
- (C) receivables sold or discounted with recourse;
- (D) acquisition costs of any asset;
- (E) finance leases;
- (F) net amount owing under any currency or interest swap, cap or collar arrangements or any other derivative or hedging instrument;
- (G) any acceptance credit;
- (H) amounts raised under any other transaction having the commercial effect of a borrowing or raising of money; or
- (I) any guarantee, indemnity or similar assurance against financial loss in respect of any items falling within (A) to (H) above;

“Further Bonds” means any further Bonds issued pursuant to Condition 25 and consolidated and forming a single series with the then outstanding Bonds;

“Group” means the Issuer and its Subsidiaries taken as a whole;

“Independent Appraiser” means an investment banking, accountancy or appraisal or construction consultancy firm of international standing appointed at its own expense by the Issuer or the relevant Subsidiary, as the case may be and approved in writing by the Trustee, which is independent from all members of the Group;

“Independent Financial Adviser” means an independent financial institution of international repute or independent financial adviser with appropriate expertise appointed at its own expense by the Issuer and approved in writing by the Trustee;

“Interest Payment Date” has the meaning provided in Condition 4.1;

“Issuer Asset Sale Optional Conversion” has the meaning provided in Condition 6.2;

“Issue Date” means 15 April 2016;

“Latest Date” means, in respect of any judgment, the latest of:

- (A) the entry of such judgment; and

(B) if such judgment specifies a date by which it must be satisfied, the date so specified;

“**London Stock Exchange**” means the London Stock Exchange plc;

“**Mandatory Conversion**” has the meaning provided in Condition 5;

“**Maturity Date**” means 15 January 2022;

“**Notice Cut-Off Date**” has the meaning provided in Condition 10;

“**Ordinary Shares**” means fully paid ordinary shares in the capital of the Issuer with, on the Issue Date, a par value of £1.00 each;

a “**person**” includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity);

“**pounds sterling**” or “**£**” means the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland;

“**Presentation Date**” means a day which:

(A) is or falls after the relevant due date for payment, but, if the due date for payment is not or was not a business day in New York City (or, if the Issuer elects to make payment in sterling pursuant to Conditions 14.3, London), is or falls after the next following such business day; and

(B) is a business day in the place of the specified office of the Paying and Conversion Agent at which the Bond or Coupon is presented for payment;

“**Prevailing Rate**” means, in respect of any currencies on any day, the rate determined by an Independent Financial Adviser to be the spot rate of exchange between the relevant currencies prevailing as at or about 12 noon (London time) on that date as appearing on or derived from the Relevant Page or, if such a rate cannot be determined at such time, the rate prevailing as at or about 12 noon (London time) on the immediately preceding day on which such rate can be so determined or if such rate cannot be determined by reference to the Relevant Page, the rate determined in such other manner as an Independent Financial Adviser shall consider appropriate;

“**Project Finance Indebtedness**” means any indebtedness (other than such indebtedness incurred by the Issuer) incurred to finance or refinance the ownership, acquisition, construction, development and/or operation of an asset or portfolio of assets in respect of which the person or persons to whom such indebtedness is or may be owed by the relevant borrower (whether or not a member of the Group) have no recourse whatsoever to any member of the Group for the repayment of or a payment of any sum relating to such indebtedness other than:

(A) recourse to such borrower for amounts limited to the aggregate cash flow or net cash flow (other than historic cash flow or historic net cash flow) from such assets; and/or

(B) recourse to such borrower for the purpose only of enabling amounts to be claimed in respect of such indebtedness in an enforcement of any encumbrance given by such borrower over such assets or the income, cash flow or other proceeds deriving therefrom to secure such indebtedness or any encumbrance given by any holding

company of the borrower over any equity in the borrower (except where, in relation to the grant of any encumbrance over the equity in the borrower, the borrower is a Subsidiary of the Issuer (other than a Subsidiary which is a single purpose company whose principal assets and business are constituted by the ownership, acquisition, financing, development and/or operation of an asset or a portfolio of assets and the indebtedness (in respect of which such encumbrance has been granted) has been incurred in connection with the financing of the ownership, acquisition, development and/or operation of such asset or portfolio of assets)) or any recourse referred to in (C) below, provided that (1) the extent of such recourse to such borrower is limited solely to the amount of any recoveries made on any such enforcement; and (2) such person or persons is or are not entitled, by virtue of any right or claim arising out of or in connection with such indebtedness, to commence proceedings for the winding-up or dissolution of the borrower or to appoint or procure the appointment of any receiver, trustee or similar person or officer in respect of the borrower or any of its assets (save for the assets the subject of such encumbrance); and/or

- (C) recourse to such borrower generally or directly or indirectly to a member of the Group (other than the Issuer) under, in each case, any form of completion guarantee, assurance or undertaking, which recourse is limited to a claim for damages (other than liquidated damages and damages required to be calculated in a specific way) for breach of an obligation (not being a payment obligation or an obligation to procure payment by another or an obligation to comply or to procure compliance by another with any financial ratios or other tests of financial condition) by the person against whom such recourse is available; and/or
- (D) recourse to another member of the Group (including the Issuer) in respect of any contractual commitment to provide equity or subordinated debt or in respect of letters of credit or guarantees relating to any such equity commitment or subordinated debt and in each case were entered into as an initial and integral part of such Project Finance Indebtedness.

The Trustee may call for and will be entitled to rely (without any liability or responsibility to any person for so doing) on a certificate from the Issuer as to whether any indebtedness constitutes Project Finance Indebtedness, and shall not have any duty to investigate or verify any facts relating to the same.

“QIPO Conversion” has the meaning provided in Condition 6.1;

“QIPO Effective Date” has the meaning provided in Condition 6.1;

“QIPO Price” has the meaning provided in Condition 6.1;

“Qualifying Exchange” has the meaning provided in Condition 6.1;

“Redemption Amount” has the meaning provided in Condition 14.3;

“Relevant Amount” has the meaning provided in Condition 17;

“Relevant Date” means, in respect of any Bond or Coupon, whichever is the later of:

- (A) the date on which payment in respect of it first becomes due; and

(B) if any payment is improperly withheld or refused the date on which payment in full of the amount outstanding is made or (if earlier) the date on which notice is duly given by the Issuer to the Bondholders in accordance with Condition 24 that, upon further presentation of the Bond or Coupon, where required pursuant to these Conditions, being made, such payment will be made, provided that such payment is in fact made as provided in these Conditions;

“Relevant Page” means the relevant page on Bloomberg or such other information service provider that displays the relevant information;

“Relevant Indebtedness” means any present or future indebtedness (whether being principal, interest or other amounts) in the form of, or represented or evidenced by, bonds, notes, depositary receipts, debentures, loan stock or other securities, whether issued for cash or in whole or in part for a consideration other than cash, and which are for the time being, or are intended to be or are capable of being, quoted, listed or dealt in or traded on any stock exchange and/or quotation system or over-the-counter or by any listing authority or other securities market but excluding any Project Finance Indebtedness;

“Relevant Security” means any mortgage, charge, lien, pledge or other charge, encumbrance or security interest;

“Securities” means any options, warrants or other rights (howsoever described) to convert into or exchange or subscribe for or purchase or receive Ordinary Shares.

“Settlement Date” means:

- (A) in the case of Mandatory Conversion on the Maturity Date, the Maturity Date;
- (B) in the case of QIPO Conversion, the QIPO Effective Date;
- (C) in the case of Issuer Asset Sale Optional Conversion or Asset Sale Mandatory Conversion, the Asset Sale Completion Date; or
- (D) in the case of Bondholder Optional Conversion pursuant to Condition 7, the date falling 5 London business days after the relevant Conversion Date;

“SGX-ST” means the Singapore Exchange Securities Trading Limited;

“Shareholders” means the holders of Ordinary Shares from time to time;

“Subsidiary” has the meaning provided in Section 1159 of the Companies Act;

“Tax Redemption Date” has the meaning provided in Condition 14.1;

“Tax Redemption Notice” has the meaning provided in Condition 14.1;

“Underlying Value” has the meaning provided in Condition 6.2;

“U.S. dollar” or **“U.S.\$”** means the lawful currency for the time being of the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia; and

“Voting Rights” means the right generally to vote at a general meeting of Shareholders of the Issuer (irrespective of whether or not, at the time, stock of any other class or classes shall

have, or might have, voting power by reason of the happening of any contingency) or to elect the majority of the members of the Board of Directors or other governing body of the Issuer.

References to “**interest**” shall (where the context so permits) include Deferred Interest Payments and any interest accruing on any Deferred Interest Payment.

References to “**ordinary share capital**” has the meaning provided in Section 1119 of the Corporation Tax Act 2010 and “**equity share capital**” has the meaning provided in Section 548 of the Companies Act.

References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

4. **Interest**

4.1 **Interest Rate**

The Bonds bear interest from (and including) 15 April 2016 (the “**Interest Commencement Date**”) at the rate of 6.00 per cent. per annum, payable (subject to Condition 4.3) quarterly in arrear in equal instalments on 15 January, 15 April, 15 July and 15 October in each year (each an “**Interest Payment Date**”), except that the first payment of interest to be made on 15 July 2016 will be made in respect of the period from (and including) the Interest Commencement Date to (but excluding) 15 July 2016 and will amount to U.S.\$15.00 per U.S.\$1,000 in principal amount of the Bonds.

Interest in respect of any Bond shall be calculated per U.S.\$1,000 in principal amount of the Bonds (the “**Calculation Amount**”). The amount of interest payable per Calculation Amount for any Interest Period shall be U.S.\$15.00.

If interest is required to be calculated for a period of less than a complete Interest Period (as defined below), the relevant day-count fraction will be determined on the basis of a 360-day year consisting of 12 months of 30 days each and (in the case of an incomplete month) the number of days elapsed.

In these Conditions, the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an “**Interest Period**”.

4.2 **Accrual of Interest**

Each Bond will cease to bear interest:

- (A) in the case of Mandatory Conversion on the Maturity Date pursuant to Condition 5, with effect from the Maturity Date;
- (B) in the case of QIPO Conversion pursuant to Condition 6.1 from (and including) the QIPO Effective Date;

- (C) in the case of Issuer Asset Sale Optional Conversion pursuant to Condition 6.2(A) or Asset Sale Mandatory Conversion pursuant to Condition 6.2(B), from (and including) the relevant Asset Sale Completion Date;
- (D) in the case of Bondholder Optional Conversion pursuant to Condition 7, from (and including) the relevant Conversion Date; and
- (E) in the case of a redemption of the Bonds pursuant to Condition 14.1, from the due date for redemption.

Notwithstanding the foregoing, if upon due presentation of the relevant Bond delivery of any Ordinary Shares upon any such Conversion is improperly withheld or refused or payment of principal is improperly withheld or refused interest shall continue to accrue on such Bond at the rate specified in Condition 4.2 (both before and after judgment) up to, but excluding the Relevant Date.

4.3 **Deferral of Interest**

The Issuer may elect, subject as provided below, to defer any interest payment scheduled to be paid on an Interest Payment Date by giving notice of such election to the Bondholders (in accordance with Condition 24), the Trustee and the Principal Paying and Conversion Agent not less than 15 business days in New York City and London prior to the relevant Interest Payment Date. Any interest payment which the Issuer elects to defer pursuant to this Condition 4.3 and which has not been satisfied is referred to as a “**Deferred Interest Payment**”.

The Issuer may satisfy any Deferred Interest Payment, together with any interest accrued on such Deferred Interest Payment pursuant to Condition 4.4, by payment in cash at any time upon the expiry of not less than 10 business days in New York City and London notice to such effect given by the Issuer to the Bondholders (in accordance with Condition 24), the Trustee and the Principal Paying and Conversion Agent.

Notwithstanding the foregoing, the Issuer shall be obliged to satisfy any Deferred Interest Payment, together with any interest accrued on such Deferred Interest Payment pursuant to Condition 4.4, by payment in cash upon the occurrence of the first of the following to occur:

- (A) Mandatory Conversion on the Maturity Date;
- (B) redemption of the Bonds pursuant to Condition 14.1;
- (C) acceleration of the Bonds following an Event of Default pursuant to Condition 17;
- (D) QIPO Conversion upon the occurrence of a Qualifying IPO, an Issuer Asset Sale Optional Conversion pursuant to Condition 6.2(A), an Asset Sale Mandatory Conversion pursuant to Condition 6.2(B) or a Bondholder Optional Conversion pursuant to Condition 7; and
- (E) in relation to any Deferred Interest Payment relating to any particular Interest Payment Date, the date falling 12 months following such Interest Payment Date.

Notwithstanding any other provision in these Conditions or the Trust Deed, the deferral of any interest payment by virtue of this Condition 4.3 shall not constitute a default for any purpose (including, without limitation, Condition 17(A)) on the part of the Issuer.

4.4 **Interest Payable on Deferred Interest Payments**

Any interest payment deferred in accordance with Condition 4.3 shall itself bear interest at the rate of 10 per cent. per annum, compounded monthly. The amount of interest payable on any Deferred Interest Payment shall be determined on the basis of a 360-day year consisting of 12 months of 30 days each and (in the case of an incomplete month) the number of days elapsed.

5. **Mandatory Conversion on Maturity Date**

Unless previously purchased and cancelled, redeemed or converted, the Bonds will be automatically and mandatorily converted at the Conversion Price into Ordinary Shares, credited as fully paid, on the Maturity Date (“**Mandatory Conversion**”).

6. **Conversion following Qualifying IPO or Asset Sale**

6.1 **Qualifying IPO**

Subject to and as provided in these Conditions, if a QIPO Effective Date occurs on or prior to the Maturity Date, unless previously redeemed or purchased and cancelled in accordance with these Conditions, the Issuer may elect that all but not some only of the Bonds will be automatically and mandatorily converted into Ordinary Shares, credited as fully paid, at the Conversion Price on the QIPO Effective Date (“**QIPO Conversion**”).

The Issuer will notify the Trustee and (in accordance with Condition 24) the Bondholders of a proposed Qualifying IPO (the “**Notice of Qualifying IPO**”) and its election for QIPO Conversion as soon as practicable following the first public announcement by or on behalf of the Issuer of the intention to make a public offering that would reasonably be expected to constitute a Qualifying IPO. The Notice of Qualifying IPO shall also specify:

- (A) that the proposed Qualifying IPO is expected to meet the criteria for being a Qualifying IPO, and the basis on which the Issuer has determined this to be the case;
- (B) the date on which Admission is expected to occur (the “**Admission Date**”);
- (C) the Qualifying Exchange on which the Ordinary Shares are to be listed and admitted to trading; and
- (D) such other information relating to the Qualifying IPO and QIPO Conversion as the Trustee may require.

The Issuer will also notify the Trustee and (in accordance with Condition 24) the Bondholders as soon as reasonably practicable of the proposed QIPO Effective Date and of the Notice Cut-Off Date.

Conversion of the Bonds shall be deemed to occur immediately prior to Admission. If, following the giving of a Notice of Qualifying IPO and the delivery of any Bonds

pursuant to Condition 10, for any reason Admission does not occur by the Admission Date (or any later date for Admission notified to the Trustee and (in accordance with Condition 24) the Bondholders) or any proposed Qualifying IPO does not meet the criteria for being a Qualifying IPO at the time of Admission, then no Conversion of the Bonds shall be deemed to have occurred and the relevant Bond(s) will be returned (by uninsured mail and at the risk of the relevant Bondholder) to the Bondholder at the address specified in the relevant Conversion Notice.

Where Ordinary Shares are to be issued to Bondholders on any Conversion, the Issuer will on (or as soon as practicable following, and in any event not later than three business days in the place of the location of the relevant share register after) the QIPO Effective Date (a) register the person or persons designated for the purpose by the Bondholder in the relevant Conversion Notice as holder(s) of the relevant number of Ordinary Shares in the Issuer's share register and will take all necessary action to enable the Ordinary Shares to be delivered through the relevant securities clearing system and to be admitted to listing and to trading on the Qualifying Exchange or (b) if not so eligible to be so delivered, will make such certificate or certificates available for collection at the office of the Issuer's share registrar notified to Bondholders in accordance with Condition 24 or, if so requested in writing by the relevant Bondholder, cause its share registrar to mail (at the risk and, if sent at the request of such person otherwise than by ordinary mail, at the expense of the person to whom such certificate or certificates were sent) such certificate or certificates to the person at the place specified in writing by the Bondholder in the relevant Conversion Notice.

In these Conditions:

"Admission" means the admission of the entire issued ordinary share capital of the Issuer to trading on a Qualifying Exchange.

"Pricing Date" means the date on which the final offer or sale price of the Ordinary Shares in respect of the Qualifying IPO is first publicly announced.

"QIPO Effective Date" means the date on which the Ordinary Shares are admitted to listing and trading on a Qualifying Exchange pursuant to a Qualifying IPO.

"QIPO Price" means the price per Ordinary Share at which the Ordinary Shares are offered and sold in the QIPO, which amount, if not in U.S. dollars, shall be translated into U.S. dollars at the Prevailing Rate as at the relevant Pricing Date (such translation being rounded, if necessary to four decimal places with U.S.\$0.00005 being rounded up)).

"Qualifying IPO" means either:

- (A) an offering and sale to investors of Ordinary Shares by the Issuer for subscription or sale for cash, accompanied by Admission, where the QIPO Price is higher than 130 per cent. of the Conversion Price on the QIPO Effective Date; or
- (B) Admission (where not accompanied by any offering and sale to investors of Ordinary Shares by the Issuer for subscription or sale for cash), where the value

of an Ordinary Share at the time of Admission on the QIPO Effective Date is higher than 130 per cent. of the Conversion Price on the QIPO Effective Date.

“**Qualifying Exchange**” means:

- (A) AIM, a market of the London Stock Exchange;
- (B) ASX Limited, a market of the Australian Securities Exchange;
- (C) the Toronto Stock Exchange; or
- (D) such other stock exchange(s) as may be approved by an Extraordinary Resolution of the Bondholders.

6.2 **Asset Sale**

If the Issuer has received and intends to accept an offer to sell all or substantially all of its assets to a third party (an “**Asset Sale**”) then it shall give notice (an “**Asset Sale Notice**”) of such intention to the Trustee and (pursuant to Condition 24) the Bondholders and:

- (A) *Issuer Asset Sale Optional Conversion*: if, upon conversion in full of the Bonds at the Conversion Price, the Underlying Value per Bond in the principal amount of U.S.\$1,000 would be more than or equal to U.S.\$1,300, then the Issuer may accept the Asset Sale and the Bonds may be converted into Ordinary Shares, credited as fully paid, at the option of the Issuer in whole (but not in part only) at the Conversion Price on the Asset Sale Completion Date (“**Issuer Asset Sale Optional Conversion**”); and
- (B) *Issuer Asset Sale Mandatory Conversion*: if, upon conversion in full of the Bonds at the Conversion Price, the Underlying Value per Bond in the principal amount of U.S.\$1,000 would be less than U.S.\$1,300, then the Issuer shall convene a meeting of Bondholders to determine whether the Issuer may accept the Asset Sale. If at a duly convened meeting of Bondholders the Bondholders determine by way of Extraordinary Resolution that the Issuer may accept the Asset Sale then this decision shall be binding on the Issuer and the Bondholders and the Bonds shall be converted mandatorily into Ordinary Shares, credited as fully paid, in whole (but not in part only) at the Conversion Price on the Asset Sale Completion Date (“**Asset Sale Mandatory Conversion**”).

In these Conditions:

“**Calculation Date**” means the date on which the Underlying Value is calculated for purposes of this Condition 6.2; and

“**Underlying Value**” means, in respect of a Bond in the principal amount of U.S.\$1,000, an amount calculated as follows:

$$UV = (PA / CP) \times (TAC / NS)$$

Where:

- “UV” = the Underlying Value
- “PA” = U.S.\$1,000
- “CP” = the Conversion Price in effect on the Calculation Date
- “TAC” = the total gross consideration (translated, if not in U.S. dollars, into U.S. dollars at the Prevailing Rate) receivable by the Issuer for the Asset Sale (including, for the avoidance of doubt, the amount of any deferred consideration payable in respect of the Asset Sale)
- “NS” = the sum of (i) the aggregate number of Ordinary Shares in issue on the relevant Calculation Date and (ii) the number of Ordinary Shares falling to be issued on conversion in full of the Bonds at the Conversion Price prevailing on the Conversion Date.

An Asset Sale Notice shall specify:

- (A) the Issuer’s intention to accept the Asset Sale;
- (B) all information which the Issuer (acting reasonably) considers material to Bondholders concerning the Asset Sale;
- (C) the Underlying Value and Calculation Date;
- (D) if applicable, whether the Issuer has elected to convert the Bonds into Ordinary Shares pursuant to Condition 6.2(A);
- (E) if applicable, details of any meeting of Bondholders convened pursuant to Condition 6.2(B);
- (F) the prevailing Conversion Price, TAC and NS (each as defined above); and
- (G) such other information relating to the Asset Sale as the Trustee may require.

The Trustee may call for and will be entitled to rely (without any liability or responsibility to any person for so doing) on a certificate from the Issuer as to the calculation of Underlying Value, and shall not have any duty to investigate or verify any facts relating to the same.

7. **Bondholder Optional Conversion**

Subject to and as provided in these Conditions, each Bond shall entitle the holder to convert such Bond into new Ordinary Shares, credited as fully paid (a “**Conversion Right**”) at the Conversion Price at any time during the applicable Bondholder Optional Conversion Period if a Bondholder Conversion Event occurs (“**Bondholder Optional Conversion**”).

In these Conditions:

“**Bondholder Conversion Event**” means:

- (A) the occurrence of a Change of Control of the Issuer; or
- (B) the occurrence of an Event of Default; and

“Bondholder Optional Conversion Period” means (1) where a Change of Control of the Issuer has occurred, the period commencing on the occurrence of the Change of Control and ending 21 calendar days following the Change of Control or, if later, 21 calendar days following the date on which notice of the Change of Control is given to Bondholders as required by this Condition 7, or (2) where an Event of Default has occurred, the period commencing on the occurrence of the Event of Default and ending 5 calendar days after the date of occurrence of the Event of Default or, if later, 5 calendar days following the date on which notice of the Event of Default is given to Bondholders as required by this Condition 7.

The Issuer shall give notice to the Trustee and (in accordance with Condition 24) the Bondholders of the occurrence of any Bondholder Conversion Event. The notice shall contain a statement informing Bondholders of their entitlement to exercise their Conversion Rights as provided in these Conditions and shall also specify:

- (A) all information which the Issuer (acting reasonably) considers material to Bondholders concerning the relevant Bondholder Conversion Event;
- (B) the applicable Bondholder Optional Conversion Period;
- (C) the prevailing Conversion Price; and
- (D) such other information relating to the Bondholder Conversion Event as the Trustee may require.

The Trustee may call for and will be entitled to rely (without any liability or responsibility to any person for so doing) on a certificate from the Issuer as to occurrence of a Bondholder Conversion Event, and shall not have any duty to investigate or verify any facts relating to the same.

8. Conversion Price and Number of Ordinary Shares to be issued on Conversion

On any Conversion, the number of Ordinary Shares to be issued shall be determined by dividing the principal amount of the Bonds to be converted by the conversion price (the **“Conversion Price”**) in effect on the relevant Conversion Date (in the case of Bondholder Optional Conversion) or Notice Cut-Off Date (in the case of QIPO Conversion, Mandatory Conversion, Issuer Asset Sale Optional Conversion or Asset Sale Mandatory Conversion).

The Conversion Price as at the Issue Date is U.S.\$39.35 per Ordinary Share. The Conversion Price is subject to adjustment in the circumstances described in Condition 9.

On the Issue Date the number of Ordinary Shares in issue is 50,000, and if the Bonds were converted in full at the initial Conversion Price Bondholders would (immediately following the Conversion) hold in aggregate 80 per cent. of the total issued Ordinary Shares.

9. Conversion Price Adjustments

Upon the happening of any of the events described below, the Conversion Price shall be adjusted as follows:

- (A) If and whenever there shall be a consolidation, re-classification, re-designation or sub-division in relation to the Ordinary Shares which alters the number of Ordinary Shares in issue, the Conversion Price shall be adjusted by multiplying the Conversion Price in

force immediately prior to such consolidation, re-classification, re-designation or sub-division by the following fraction:

A / B

where:

“A” is the aggregate number of Ordinary Shares in issue immediately before such consolidation, re-classification, re-designation or sub-division, as the case may be; and

“B” is the aggregate number of Ordinary Shares in issue immediately after, and as a result of, such consolidation, re-classification, re-designation or sub-division, as the case may be.

Such adjustment shall become effective on the date the consolidation, re-classification, re-designation or sub-division, as the case may be, takes effect.

- (B) If and whenever the Issuer shall issue any Ordinary Shares to Shareholders credited as fully paid by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such issue by the following fraction:

A / B

where:

“A” is the aggregate number of Ordinary Shares in issue immediately before such issue; and

“B” is the aggregate number of Ordinary Shares in issue immediately after such issue.

Such adjustment shall become effective on the date of issue of such Ordinary Shares.

- (C) If and whenever the Issuer issues any Further Bonds, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such issue by the following fraction:

A / B

where:

“A” is the aggregate principal amount of the Bonds (including the relevant Further Bonds) outstanding immediately after the issue of the relevant Further Bonds;

“B” is the aggregate principal amount of the Bonds outstanding immediately prior to the issue of the relevant Further Bonds.

- (D) If and whenever the Issuer or (at the direction or request of or pursuant to any arrangements with the Issuer) any other company, person or entity shall issue any Ordinary Shares (whether directly or indirectly following the exercise of any Securities), the Issuer shall, at its own expense and acting reasonably, request an Independent Financial Adviser to determine as soon as practicable what adjustment (if any) to the

Conversion Price is fair and reasonable to take account thereof and the date on which such adjustment (if any) should take effect and upon such determination such adjustment (if any) shall be made and shall take effect in accordance with such determination. In making any determination pursuant to this Condition 9(D), the relevant Independent Financial Adviser shall follow, in particular, the principle that the Principal Shareholder's aggregate ownership interest in the Issuer at the relevant time shall not be diluted by the relevant issue of Ordinary Shares unless the Principal Shareholder shall, in its sole discretion, decide otherwise. In this Condition 9(D), "**Principal Shareholder**" means Iskandia Energy Limited.

- (E) If the Issuer (after consultation with the Trustee) determines that an adjustment should be made to the Conversion Price as a result of one or more circumstances not referred to above in this Condition 7, the Issuer shall, at its own expense and acting reasonably, request an Independent Financial Adviser to determine as soon as practicable what adjustment (if any) to the Conversion Price is fair and reasonable to take account thereof and the date on which such adjustment (if any) should take effect and upon such determination such adjustment (if any) shall be made and shall take effect in accordance with such determination, provided that an adjustment shall only be made pursuant to this Condition 7(E) if such Independent Financial Adviser is so requested to make such a determination not more than 21 calendar days after the date on which the relevant circumstance arises and if the adjustment would result in a reduction to the Conversion Price.

10. **Procedure for Mandatory Conversion, QIPO Conversion, Issuer Asset Sale Optional Conversion or Asset Sale Mandatory Conversion**

In order to obtain delivery of the relevant Ordinary Shares on a Conversion of a Bond, the relevant Bondholder must deliver the relevant Bond to the specified office of any Paying Conversion Agent, during its usual business hours, accompanied by a duly completed and signed Conversion Notice in the form (for the time being current) obtainable from any Paying and Conversion Agent at least five business days in the relevant place of delivery prior to the Maturity Date (in the case of Mandatory Conversion), the QIPO Effective Date (in the case of QIPO Conversion) or the Asset Sale Completion Date (in the case of Issuer Asset Sale Optional Conversion or Asset Sale Mandatory Conversion (the "**Notice Cut-off Date**").

Subject as provided herein, the relevant Ordinary Shares will be issued and delivered by no later than the relevant Settlement Date in accordance with the instructions given in the relevant Conversion Notice, provided the Conversion Notice and the relevant Bonds are delivered not later than the relevant Notice Cut-off Date.

If the Conversion Notice and relevant Bonds are not delivered to the specified office of a Paying and Conversion Agent on or before the Notice Cut-off Date, then on the Settlement Date, the relevant Ordinary Shares will be issued or delivered to a person (the "**Relevant Person**") selected by the Issuer. The Issuer shall procure that all of such Ordinary Shares shall be sold by or on behalf of the Relevant Person as soon as reasonably practicable, based on advice from a reputable financial institution, investment or commercial bank or broker selected by the Issuer and subject to any necessary consents being obtained and to the deduction by or on behalf of the Relevant Person of any amount payable in respect of its liability to taxation and

the payment of any capital, stamp, issue, registration and/or transfer taxes and duties (if any) and any fees or costs incurred by or on behalf of the Relevant Person in connection with the issue, allotment and sale thereof. The net proceeds of sale shall, as soon as reasonably practicable, be distributed by the Issuer rateably to the relevant Bondholders in accordance with Condition 15 or in such other manner and at such time as the Issuer shall determine and notify to the relevant Bondholders. The Trustee shall have no responsibility for the distribution of such net proceeds of sale.

The amount of such net proceeds of sale payable to a Bondholder pursuant to this Condition 10 shall (upon receipt by the relevant Bondholder of such proceeds of sale) be treated for all purposes as a good discharge of the obligations of the Issuer under the Trust Deed and these Conditions in respect of the relevant Conversion.

Neither the Issuer nor the Trustee shall have any liability in respect of the exercise or non-exercise of any discretion or power pursuant to this Condition 10 or in respect of any sale of any Ordinary Shares, whether for the timing of any such sale or the price at or manner in which any such Ordinary Shares are sold or the inability to sell any such Ordinary Shares.

11. **Procedure for Bondholder Optional Conversion**

A Bondholder may exercise the Conversion Right in respect of a Bond by delivering such Bond, together with a duly completed Conversion Notice, to the specified office of any Paying and Conversion Agent, during its normal business hours, at any time during the applicable Bondholder Optional Conversion Period whereupon the Issuer shall (subject as provided in these Conditions) procure the delivery, to or as directed by the relevant Bondholder, of Ordinary Shares credited as paid up in full as provided in these Conditions.

12. **Interest upon Conversion**

Upon Conversion, the Issuer shall pay to the Bondholders the Accrued Conversion Interest (if any) and Deferred Interest Payments (if any) on the relevant Settlement Date.

Payment of any Accrued Conversion Interest and Deferred Interest Payments (if any will be made by transfer to the U.S. dollar account (or any other account to which U.S. dollars may be credited or transferred) specified in the relevant Conversion Notice or, as the case may be, as provided below.

If a Conversion Notice and the relevant Bonds are not delivered to a Paying and Conversion Agent on or before the Notice Cut-off Date pursuant to Condition 10 or otherwise the relevant Conversion Notice shall have been determined or treated as null and void, any Accrued Conversion Interest and Deferred Interest Payments (if any) which is to be paid on the relevant Settlement Date shall be paid on the relevant Settlement Date to the Principal Paying and Conversion Agent for distribution to the relevant Bondholders in accordance with Condition 15 or in such other manner and at such time as the Trustee shall determine and notify to the Bondholders pursuant to Condition 24.

13. **General Provisions Applicable to Conversion**

Any Conversion shall be subject to any applicable fiscal or other laws or regulations applicable in the jurisdiction in which the specified office of the Paying and Conversion Agent to whom the relevant Conversion Notice is delivered is located.

Where any Conversion occurs prior to 26 May 2016 the relevant Bondholder shall, as a pre-condition to receiving Ordinary Shares, be required to certify in the Conversion Notice, among other things, that it or, if it is a broker-dealer acting on behalf of a customer, such customer:

- (A) will, on conversion, become the beneficial owner of the Ordinary Shares; and
- (B) is located outside the United States (within the meaning of Regulation S under the U.S. Securities Act of 1933, as amended).

Ordinary Shares issued upon Conversion of the Bonds will be fully paid and will in all respects rank *pari passu* with the fully paid Ordinary Shares in issue on the QIPO Effective Date (in the case of QIPO Conversion) or Settlement Date (in all other cases), except that such Ordinary Shares will not rank for any rights, distributions or payments if the record date or other due date for the establishment of entitlement for any such right, distribution or payment falls prior to the QIPO Effective Date or Settlement Date (as the case may be).

Fractions of Ordinary Shares will not be issued or delivered on any Conversion and no cash payment or other adjustment will be made in lieu thereof. However, if the Conversion Right in respect of more than one Bond is exercised at any one time such that Ordinary Shares to be issued on Conversion are to be registered in the same name, the number of such Ordinary Shares to be issued in respect thereof shall be calculated on the basis of the aggregate principal amount of such Bonds being so converted and rounded down to the nearest whole number of Ordinary Shares.

Where Ordinary Shares are to be issued to the Relevant Person pursuant to Condition 10, the number of such Ordinary Shares to be issued in respect thereof shall be calculated on the basis of the aggregate principal amount of such Bonds in respect of which such issue or delivery is to be made.

The Issuer will (subject as provided in these Conditions) procure that Ordinary Shares to be issued or delivered on any Conversion will be issued or delivered to the holder of the Bonds completing the relevant Conversion Notice or his nominee by no later than the Settlement Date.

Ordinary Shares to be issued or transferred and delivered on any Conversion will be issued or transferred and delivered in uncertificated form through the dematerialised securities trading system operated by Euroclear UK & Ireland Limited, known as CREST, unless at the relevant time the Ordinary Shares are not a participating security in CREST, in which case the Ordinary Shares will be issued or delivered in certificated form. Where Ordinary Shares are to be issued or delivered though CREST, they will be delivered to the account specified by the relevant Bondholder in the relevant Conversion Notice by not later than seven London business days following the relevant Conversion Date. Where Ordinary Shares are to be issued or transferred and delivered in certificated form, a certificate in respect thereof will be dispatched by mail free of charge (but uninsured and at the risk of the recipient) to the relevant Bondholder or as it may direct in the relevant Conversion Notice within 28 days following the relevant Conversion Date.

A Bondholder or Relevant Person must pay (in the case of a Relevant Person by means of deduction from the net proceeds of sale referred to in Condition 10) directly to the relevant authorities any taxes and capital, stamp, issue and registration and transfer taxes and duties arising on conversion of the Bonds (other than any taxes or capital, stamp, issue, registration

or transfer taxes or duties payable in the United Kingdom in respect of the allotment, issue and delivery of any Ordinary Shares to or to the order of a Bondholder or Relevant Person pursuant to these Conditions on such conversion, which shall be paid by the Issuer). If the Issuer shall fail to pay any taxes or capital, stamp, issue, registration or transfer taxes or duties payable for which it is responsible as provided above, the relevant Bondholder or Relevant Person (as the case may be) shall be entitled to tender and pay the same and the Issuer, as a separate and independent stipulation, covenants to reimburse and indemnify each Bondholder or Relevant Person (as the case may be) in respect of any payment thereof and any penalties payable in respect thereof. The Contracts (Rights of Third Parties) Act 1999 shall apply to this stipulation. The Trustee shall not be responsible for the collection or distribution of any such amounts as are referred to this paragraph.

For the avoidance of doubt, neither the Trustee nor the Paying and Conversion Agents shall be responsible for determining whether any taxes or capital, stamp, issue, registration or transfer taxes or duties arising on conversion of the Bonds are payable or the amount thereof and shall not be responsible or liable for collecting or paying the same or for any failure by the Issuer to pay any taxes or capital, stamp, issue, registration or transfer taxes or duties payable in respect of the allotment, issue and delivery of any Ordinary Shares upon such conversion.

If any doubt shall arise as to whether an adjustment falls to be made to the Conversion Price or as to the appropriate adjustment to the Conversion Price, and following consultation between the Issuer and an Independent Financial Adviser, a written opinion of such Independent Financial Adviser in respect thereof shall be conclusive and binding on the Issuer, the Bondholders and the Trustee, save in the case of manifest error.

The Trustee shall not be under any duty to monitor whether any event or circumstance has happened or exists or may happen or exist and which requires or may require an adjustment to be made to the Conversion Price and will not be responsible or liable to the Bondholders for any loss arising from any failure by it to do so, nor shall the Trustee be responsible or liable to any person for any determination of whether or not an adjustment to the Conversion Price is required or should be made nor as to the determination or calculation of any such adjustment.

14. **Redemption and Purchase**

14.1 **Redemption for Taxation Reasons**

The Issuer may, at any time, having given not less than 45 nor more than 60 calendar days' notice (a "**Tax Redemption Notice**") to the Trustee and (in accordance with Condition 24) the Bondholders redeem (subject to the second following paragraph) all but not some only of the Bonds for the time being outstanding on the date (the "**Tax Redemption Date**") specified in the Tax Redemption Notice at their principal amount, together with accrued but unpaid interest to such date and any Deferred Interest Payments, if (A) the Issuer satisfies the Trustee immediately prior to the giving of such notice that the Issuer has or will become obliged to pay additional amounts in respect of payments of interest on the Bonds pursuant to Condition 16 as a result of any change in, or amendment to, the laws or regulations of the United Kingdom or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 30 December 2015, and (B) such obligation

cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 calendar days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Bonds then due. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee (i) a certificate signed by two directors of the Issuer stating that the obligation referred to in (A) above cannot be avoided by the Issuer taking reasonable measures available to it and (ii) an opinion of independent legal or tax advisers of recognised international standing to the effect that such change or amendment has occurred and that the Issuer has or will be obliged to pay such additional amounts as a result thereof (irrespective of whether such amendment or change is then effective) and the Trustee shall be entitled to accept without any liability for so doing such certificate and opinion as sufficient evidence of the matters set out in (A) and (B) above in which event such certificate shall be conclusive and binding on the Bondholders.

On the Tax Redemption Date the Issuer shall (subject to the next following paragraph) redeem the Bonds at their principal amount, together with accrued but unpaid interest to such date and Deferred Interest Payments (if any).

If the Issuer gives a Tax Redemption Notice, each Bondholder will have the right to elect that its Bonds shall not be redeemed and that the provisions of Condition 16 shall not apply in respect of any payment of interest to be made on such Bonds which falls due after the relevant Tax Redemption Date, whereupon no additional amounts shall be payable in respect thereof pursuant to Condition 16 and payment of all amounts of such interest on such Bonds shall be made subject to the deduction or withholding of any United Kingdom taxation required to be withheld or deducted. To exercise such right, the holder of the relevant Bond must complete, sign and deposit at the specified office of any Paying and Conversion Agent a duly completed and signed notice of election, in the form for the time being current, obtainable from the specified office of any Paying and Conversion Agent together with the relevant Bonds on or before the day falling 10 calendar days prior to the Tax Redemption Date. Any such notice of election shall be irrevocable.

14.2 **Tax Redemption Notices**

Any Tax Redemption Notice shall be irrevocable. Any such notice shall specify (A) the Tax Redemption Date, which shall be a business day in New York City and London and (B) if the Issuer is electing to make payment in pounds sterling pursuant to Condition 14.3, that such election is being made.

14.3 **Issuer Option to Redeem in Pounds Sterling**

The amount (including any accrued but unpaid interest and Deferred Interest Payments (if any)) to be paid by the Issuer (the “**Redemption Amount**”) on the Tax Redemption Date in accordance with Condition 14 will be payable in U.S. dollars unless the Issuer elects to make payment in pounds sterling, in which case the Issuer shall give notice thereof in the Tax Redemption Notice.

The sterling amount payable shall in respect of each Bond be calculated by multiplying the Redemption Amount in U.S dollars by 1.007 and converting such U.S. dollar amount into pounds sterling at the Prevailing Rate on the second London business day prior to the Tax Redemption Date and rounding the resulting figure, if necessary, to the nearest £0.01, with £0.005 being rounded upwards.

14.4 **Purchase**

Subject to the requirements (if any) of any stock exchange on which the Bonds may be admitted to listing and trading at the relevant time and subject to compliance with applicable laws and regulations, the Issuer or any Subsidiary of the Issuer may at any time purchase any Bonds (provided that all unmatured Coupons relating to them are purchased therewith or attached thereto) in the open market or otherwise at any price.

14.5 **Cancellation**

All Bonds which are redeemed or in respect of which Conversion Rights have been exercised or which are otherwise converted into Ordinary Shares pursuant to these Conditions will be cancelled upon such redemption or Conversion (together with all relative unmatured Coupons attached to the Bonds or surrendered with the Bonds) and may not be reissued or resold. Bonds purchased by the Issuer or any of its Subsidiaries shall be surrendered to the Principal Paying and Conversion Agent for cancellation and may not be reissued or re-sold.

15. **Payments**

15.1 **Payments against presentation and surrender**

Payments of principal and interest will be made against presentation and surrender (or, in the case of a partial payment, endorsement) of Bonds or the appropriate Coupons (as the case may be) at the specified office of any Paying and Conversion Agent (subject to Condition 15.2 below). Payments of interest due in respect of any Bond other than on presentation and surrender of matured Coupons shall be made only against presentation and either surrender or endorsement (as appropriate) of the relevant Bond.

15.2 **U.S. Paying and Conversion Agent**

Payments of interest in respect of Bonds may only be made at the specified offices of Paying and Conversion Agents outside the United States of America, except that they may be made at the specified office of a Paying and Conversion Agent in New York City if:

- (A) the Issuer shall have appointed Paying and Conversion Agents with specified offices outside the United States of America with the reasonable expectation that such Paying and Conversion Agents would be able to make payment at such offices of the full amount of the interest on the Bonds in U.S. dollars when due;

- (B) payment of the full amount of such interest at all specified offices of the Paying and Conversion Agents outside the United States of America is illegal or effectively precluded by exchange controls or other similar restrictions; and
- (C) the relevant payment is permitted by applicable U.S. law.

If a Bond is presented for payment of principal at the specified office of any Paying and Conversion Agent in the United States of America in circumstances where interest (if any is payable against presentation of the Bond) is not to be paid there, the relevant Paying and Conversion Agent will annotate the Bond with the record of the principal paid and return it to the holder for the obtaining of interest elsewhere.

15.3 **Payments subject to fiscal laws**

All payments made in accordance with these Conditions shall be made subject to:

- (A) any applicable fiscal or other laws, regulations and directives; and
- (B) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof (“**FATCA**”) or any law implementing an intergovernmental approach to FATCA,

but, in each case, without prejudice to Condition 16.

15.4 **Coupons**

Each Bond should be presented for redemption together with all unmatured Coupons relating to it, failing which the amount of any such missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon which the sum of principal so paid bears to the total principal amount due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon not later than 10 years after the Relevant Date for the relevant payment of principal.

15.5 **Method of Payment**

Each payment in respect of the Bonds pursuant to Condition 15.1 will be made by transfer to a U.S. dollar account maintained by the payee with a bank in New York City or, if the Issuer elects to make payment in sterling pursuant to Condition 14.3, by transfer to a pounds sterling account maintained by the payee with a bank in London.

15.6 **Presentation Date**

A holder shall be entitled to present a Bond or Coupon for payment only on a Presentation Date and shall not be entitled to any further interest or other payment if the due date for payment is not a Presentation Date or if the relevant Bond or Coupon is presented for payment after the due date.

15.7 **Paying and Conversion Agents, etc.**

The initial Paying and Conversion Agents and their initial specified offices are listed below. The Issuer reserves the right at any time with the prior written approval of the Trustee to vary or terminate the appointment of any Paying and Conversion Agent and appoint additional or other Paying and Conversion Agents, provided it will maintain:

- (A) a Principal Paying and Conversion Agent;
- (B) Paying and Conversion Agents having specified offices in at least two major European cities;
- (C) a Paying and Conversion Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to any law implementing European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000; and
- (D) for so long as the Bonds are listed on the SGX-ST and the rules and regulations of the SGX-ST so require, a Paying and Conversion Agent having a specified office in Singapore.

In addition, the Issuer shall forthwith appoint a Paying and Conversion Agent in New York City in the circumstances described in Condition 15.2 above (if there is no such Paying and Conversion Agent at the time) and shall after such circumstances arise maintain such a Paying and Conversion Agent.

Notice of any change in the Paying and Conversion Agents or their specified offices will promptly be given to the Bondholders in accordance with Condition 24 and to the Trustee.

15.8 **No charges**

None of the Paying and Conversion Agents shall make or impose on a Bondholder any charge or commission in relation to any payment or conversion in respect of the Bonds.

15.9 **Fractions**

When making payments to Bondholders, if the relevant payment is not of an amount which is a whole multiple of the smallest unit of the relevant currency in which such payment is to be made, such payment will be rounded down to the nearest unit.

16. **Taxation**

All payments of principal and interest by or on behalf of the Issuer in respect of the Bonds and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the United Kingdom or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event the Issuer shall pay such additional amounts as will result in receipt by the Bondholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Bond or Coupon presented for payment:

- (A) by or on behalf of a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Bond or Coupon by reason of his having some connection with the United Kingdom other than the mere holding of the Bond or Coupon;
- (B) more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting such Bond or Coupon for payment on the last day of such period of 30 days;
- (C) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (D) by or on behalf of a Bondholder or a Couponholder who would have been able to avoid such withholding or deduction by presenting the relevant Bond or Coupon to another Paying and Conversion Agent in a Member State of the European Union.

Any reference in these Conditions to principal and/or interest shall be deemed to include any additional amounts which may be payable under this Condition 16 or any undertaking given in addition to or substitution for it under the Trust Deed.

The provisions of this Condition 16 shall not apply in respect of any payments of interest which fall due after the relevant Tax Redemption Date in respect of any Bonds which are the subject of a Bondholder election pursuant to Condition 14.1.

17. **Events of Default**

If any of the following events (each an “**Event of Default**”) occurs and is continuing, the Trustee at its discretion may, and if so requested by the holders of at least one-quarter in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution and provided in each case that it is indemnified and/or secured and/or pre-funded to its satisfaction shall, give notice to the Issuer at its registered office that the Bonds are, and they shall accordingly immediately become due and repayable at the Relevant Amount, together with any accrued but unpaid interest to the date of payment and Deferred Interest Payments (if any):

(A) **Non-Payment:**

- (1) the Issuer fails to pay all or any part of the principal of any of the Bonds when the same shall become due and payable, whether upon redemption or otherwise; or
- (2) the Issuer fails to pay any interest in respect of any of the Bonds as and when the same shall become due and payable,

and such failure continues for a period of five London business days in the case of principal or 10 London business days in the case of interest;

- (B) **Failure to Deliver Ordinary Shares:** the Issuer fails to deliver any Ordinary Shares as and when required pursuant to these Conditions and such default continues for a period of five London business days;
- (C) **Breach of Other Obligations:** the Issuer defaults in the performance or observance of or compliance with one or more of its other obligations in respect of the Bonds or under the Trust Deed, which default is incapable of remedy or, if such default is capable of remedy, is not remedied within 10 London business days after the date on which written notice specifying such default and requesting that the Issuer remedy the same shall have been given to the Issuer by the Trustee;
- (D) **Cross-Default:**
- (1) any Financial Indebtedness of the Issuer or any of its Subsidiaries becomes (or becomes capable of being declared) due and repayable prematurely by reason of any default, event of default or the like (howsoever described);
 - (2) the Issuer or any of its Subsidiaries fails to make any payment in respect of any Financial Indebtedness on the due date for payment as extended by any originally applicable grace period,
- provided that the aggregate amount of the indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned in this Condition 17(D) have occurred equals or exceeds U.S.\$2,500,000 or its equivalent in any other currency or currencies (as determined by the Trustee);
- (E) **Enforcement Proceedings:** a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer or any of its Subsidiaries and which is not discharged or stayed within 10 London business days;
- (F) **Security Enforced:** any Relevant Security created or assumed by the Issuer or any of its Subsidiaries (other than in respect of Financial Indebtedness) becomes enforceable and any steps are taken to enforce it (including the taking of possession or the appointment of a receiver, administrator, administrative receiver, manager or other similar person) in respect of the whole or a substantial part of the undertaking, property, assets or revenue of the Issuer or any of its Subsidiaries and in any such case provided that such enforcement, possession or appointment is not stayed or terminated or the debt on account of which such enforcement, possession or appointment was made is not discharged or satisfied within 10 London business days;
- (G) **Insolvency:** the Issuer or any of its Subsidiaries:
- (1) is (or is, or could reasonably be likely to be, deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts as they fall due;
 - (2) stops or suspends payment of all or a material part of (or of a particular type of) its debts;

- (3) proposes or makes any agreement for the deferral, rescheduling or other readjustment of all of (or of a particular type of) its debts (or of any part which it will or it might otherwise be unable to pay when due); or
 - (4) proposes or makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors in respect of any of such debts, or a moratorium is agreed or declared or comes into effect in respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer or any of its Subsidiaries;
- (H) **Winding-up:** an administrator is appointed, an order is made or an effective resolution passed for the winding-up or dissolution or administration of the Issuer or any of its Subsidiaries;
- (I) **Ceasing to Carry on Business:** the Issuer or any of its Subsidiaries ceases or threatens to cease to carry on all or substantially all of its business or operations, except for the purposes of a solvent reconstruction, amalgamation, reorganisation, merger or consolidation (1) on terms which have been previously approved by the Trustee or an Extraordinary Resolution of the Bondholders or (2) in the case of a Subsidiary, whereby the undertaking and assets of that Subsidiary are transferred or otherwise vested in the Issuer or any of its other Subsidiaries;
- (J) **Judgments:** a final judgment or judgments of a court or courts of competent jurisdiction for the payment of money aggregating in excess of U.S.\$2,500,000 or its equivalent (as reasonably determined by the Trustee) are rendered against the Issuer or any of its Subsidiaries and which judgments are not bonded, discharged or stayed pending appeal within 15 London business days (or such longer period as the Trustee may agree) after the Latest Date, or are not discharged within 15 London business days (or such longer period as the Trustee may agree) after the later of the expiration of such stay and the Latest Date;
- (K) **Illegality:** it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under the Bonds or the Trust Deed; or
- (L) **Analogous Events:** any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in this Condition 17.

Following the Bonds being declared due and payable in accordance with this Condition 17, each Bondholder may continue to exercise its Conversion Rights as provided in Condition 7 in respect of any Bonds which remain outstanding and in respect of which the Issuer has not otherwise paid the principal amount of such Bonds, together with any accrued but unpaid interest to the date of payment and Deferred Interest Payments (if any).

In this Condition 17, “**Relevant Amount**” means in respect of each U.S.\$1,000 in principal amount of Bonds:

- (A) in the case of an Event of Default pursuant to Condition 17(B) following QIPO Conversion, an amount determined in accordance with the following formula:

$$(A / B) \times C$$

where:

“A” is U.S.\$1,000;

“B” is the Conversion Price; and

“C” is the QIPO Price;

- (B) in the case of an Event of Default pursuant to Condition 17(B) following Issuer Asset Sale Optional Conversion or Asset Sale Mandatory Conversion, an amount per U.S.\$1,000 principal amount of Bonds equal to the Underlying Value; and
- (C) in all other cases, U.S.\$1,000.

18. **Undertakings**

So long as any Bond remains outstanding (save as approved by way of Extraordinary Resolution or with the approval of the Trustee where, in the Trustee’s opinion, it would not be materially prejudicial to the interests of Bondholders to give such approval):

- (A) the Issuer shall not declare or pay any Dividends and the Issuer shall procure that no member of the Group shall declare or pay any Dividends other than to the Issuer or otherwise pursuant to contractual arrangements existing prior to the relevant declaration or payment of the relevant Dividend relating to joint ownership of Assets (as defined below);
- (B) the Issuer shall not, and shall procure that none of its Subsidiaries shall, enter into any transaction with any Affiliate except in the ordinary course of business on the basis of arm’s-length arrangements for full market value (as certified in writing by an Independent Financial Adviser);
- (C) the Issuer shall not enter into an Asset Sale otherwise than in compliance with the requirements of Condition 6.2;
- (D) the Issuer shall not, and shall procure that none of its Subsidiaries shall, sell, transfer or otherwise dispose of any land, asset, securities or other interests (an “**Asset**”) (whether in a single transaction or in a series of transactions, related or otherwise) if the Book Value of the relevant Asset exceeds 10 per cent. of the Issuer’s Total Assets (as defined below) other than sales, transfers or disposals where (1) the relevant Asset is being sold, transferred or sold within a range of values reasonably deemed to constitute the fair market value of the relevant Asset, and (2) where the consideration received for the relevant Asset exceeds 130 per cent. of the acquisition price of such Asset, in the case of each of (1) and (2) as certified to the Issuer, with a copy to the Trustee, in advance by an Independent Appraiser;
- (E) the Issuer shall, and shall procure that each of its Subsidiaries shall, (save in respect of a solvent reorganisation the terms of which have been previously approved in writing by the Trustee or by an Extraordinary Resolution) (1) maintain its corporate existence in compliance with all applicable laws; and (2) conduct its business with due diligence and efficiency, in accordance with sound financial and business practices and in compliance with all applicable laws, including, *inter alia*, money laundering laws; and

- (F) the Issuer shall, and shall procure that each of its Subsidiaries shall, apply and be committed to good corporate governance practices based on general principles of fairness, disclosure and transparency, management accountability, separation of responsibility and sound internal controls, in compliance with all applicable laws.

In this Condition 18:

“Book Value” means, in respect of any Asset at any Reporting Date, the value thereof for purposes of the most recent Consolidated Financial Statements of the Issuer (or, if no book value is included therein or if no Consolidated Financial Statements have been prepared at the time of the relevant transaction, such value as certified in writing by an Independent Financial Adviser).

“Consolidated Financial Statements” means the audited or interim reviewed consolidated financial statements (including balance sheet, income statement, statement of changes in equity, cash flow statement and notes, comprising a summary of significant accounting policies and other explanatory notes) of the Issuer and its Subsidiaries prepared in accordance with IFRS.

“Reporting Date” means such annual or semi-annual date or dates as at which the Issuer prepares its audited annual Consolidated Financial Statements or unaudited semi-annual Consolidated Financial Statements, as the case may be, and as at the Issue Date the annual and semi-annual Reporting Dates are 31 December and 30 June, respectively.

“Total Assets” means, in respect of any Reporting Date, the total assets of the Group (as reported in the Issuer’s Consolidated Financial Statements for that Reporting Date or, if no Consolidated Financial Statements have been prepared at the time of the relevant transaction, the total assets of the Group as certified in writing by an Independent Financial Adviser).

The Trustee may call for and will be entitled to rely (without any liability or responsibility to any person for so doing) on a certificate from the Issuer as to the Book Value of any Asset, the Issuer’s Total Assets and any other facts or information relating to any of the undertakings in this Condition 18, and shall not have any duty to investigate or verify any facts relating to the same.

The Issuer has undertaken in the Trust Deed to deliver to the Trustee annually a certificate of two directors of the Issuer, as to there not having occurred an Event of Default or Potential Event of Default (as defined in the Trust Deed) since the date of the last such certificate or if such event has occurred as to the details of such event. The Trustee will be entitled to rely on such certificate and shall not be obliged to independently monitor compliance by the Issuer with the undertakings set forth in this Condition 18, nor be liable to any person for not so doing.

19. **Prescription**

Claims against the Issuer for payment in respect of the Bonds or Coupons shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of such payment.

20. **Replacement of Bonds and Coupons**

If any Bond or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of any Paying and Conversion Agent subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence and indemnity as the Issuer may require. Mutilated or defaced Bonds or Coupons must be surrendered before replacements will be issued.

21. **Meetings of Bondholders, Modification and Waiver, Substitution**

21.1 **Meetings of Bondholders**

The Trust Deed contains provisions for convening meetings of Bondholders to consider matters affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by Bondholders holding not less than 10 per cent. in principal amount of the Bonds for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be one or more persons holding or representing a clear majority in principal amount of the Bonds for the time being outstanding, or at any adjourned meeting one or more persons being or representing Bondholders whatever the principal amount of the Bonds held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*:

- (A) to modify the maturity of the Bonds or the dates on which interest is payable in respect of the Bonds;
- (B) to modify the circumstances in which the Issuer is entitled to redeem the Bonds pursuant to Condition 14.1;
- (C) to reduce or cancel the principal amount of, or interest on, the Bonds or to reduce the amount payable on redemption of the Bonds;
- (D) to modify the basis for calculating the interest payable in respect of the Bonds;
- (E) to modify the provisions relating to, or cancel, the Conversion Rights or Conversion;
- (F) to change the currency of the denomination of the Bonds or any payment in respect of the Bonds;
- (G) to change the governing law of the Bonds, the Trust Deed or the Agency Agreement (other than in the case of a substitution of the Issuer (or any previous substitute or substitutes) under Condition 21.3; or
- (H) to modify the provisions concerning the quorum required at any meeting of Bondholders or the majority required to pass an Extraordinary Resolution,

in which case the necessary quorum will be one or more persons holding or representing not less than two-thirds in principal amount of the Bonds for the time being outstanding, or at any adjourned meeting whatever the principal amount of the Bonds for the time being outstanding. Any Extraordinary Resolution duly passed by the

Bondholders shall be binding on Bondholders (whether or not they were present at any meeting at which such resolution was passed and whether or not they voted on such resolution) and on all Couponholders.

The Trust Deed provides that (A) a resolution in writing signed by or on behalf of the holders of not less than three-quarters in principal amount of Bonds outstanding (which may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Bondholders) or (B) consents given by way of electronic consent through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than three-quarters in principal amount of the Bonds for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution passed at a meeting of Bondholders duly convened and held.

No consent or approval of Bondholders shall be required in connection with (1) the inclusion of further Events of Default the subject of Condition 17 and/or (2) the acceptance by the Issuer (and/or any other member of the Group) of any further obligations or undertakings not already contemplated in these Conditions.

21.2 **Modification and Waiver**

(A) The Trustee may agree (without the consent of the Bondholders or the Couponholders) to:

- (1) any modification of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds, the Coupons or these Conditions which in the Trustee's opinion is of a formal, minor or technical nature or is made to correct a manifest error or an error which, in the opinion of the Trustee, is proven or to comply with mandatory provisions of law;
- (2) any modification of or addition to these Conditions as contemplated by the final paragraph of Condition 21.1 above; and
- (3) any other modification to the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds, the Coupons or these Conditions (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds, the Coupons or these Conditions which is (in the opinion of the Trustee) not materially prejudicial to the interests of the Bondholders and Couponholders.

(B) The Trustee may (without the consent of the Bondholders or Couponholders) determine that any Event of Default or a Potential Event of Default (as defined in the Trust Deed) should not be treated as such, provided that in the opinion of

the Trustee, the interests of Bondholders and the Couponholders will not be materially prejudiced thereby.

Any such modification, authorisation, waiver or determination shall be binding on the Bondholders and the Couponholders and shall be notified to the Bondholders promptly in accordance with Condition 24.

21.3 **Substitution**

The Trustee may (without the consent of the Bondholders or Couponholders) agree to the substitution in place of the Issuer (or any previous substitute or substitutes under this Condition) as the principal debtor under the Bonds, the Coupons and the Trust Deed of any Subsidiary of the Issuer subject to:

- (A) the Bonds being unconditionally and irrevocably guaranteed by the Issuer; and
- (B) the Bonds continuing to be convertible or exchangeable into Ordinary Shares as provided in these Conditions *mutatis mutandis* as provided in these Conditions,

with such amendments as the Trustee shall consider appropriate provided that in any such case, (1) the Trustee is satisfied that the interests of the Bondholders will not be materially prejudiced by the substitution, and (2) certain other conditions set out in the Trust Deed have been complied with.

In the case of any such substitution pursuant to this Condition 21.3, the Trustee may agree (without the consent of the Bondholders) to a change of the law governing the Bonds and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Bondholders. Any such substitution shall be binding on the Bondholders and shall be notified by the Issuer to the Bondholders promptly in accordance with Condition 24.

21.4 **Entitlement of the Trustee**

In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Bondholders as a class but shall not have regard to any interests arising from circumstances particular to individual Bondholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers or discretions for individual Bondholders or Couponholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory, and the Trustee shall not be entitled to require, nor shall any Bondholder or Couponholder be entitled to claim, from the Issuer or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders or Couponholders, except to the extent already provided for in these Conditions or the Trust Deed.

22. **Enforcement**

The Trustee may at any time, at its discretion and without notice, take such proceedings against the Issuer as it may think fit to enforce the provisions of the Trust Deed, the Bonds and

the Coupons, but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the Bonds or the Coupons unless (A) it shall have been so directed by an Extraordinary Resolution of the Bondholders or so requested in writing by the holders of at least one-quarter in principal amount of the Bonds then outstanding, and (B) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction. No Bondholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

23. **The Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including relieving it from taking proceedings unless indemnified and/or secured and/or pre-funded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit. The Trustee may rely without liability to Bondholders or Couponholders on a report, confirmation or certificate or any advice of any accountants, financial advisers, financial institution or other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, confirmation or certificate or advice and such report, confirmation or certificate or advice shall be binding on the Issuer, the Trustee and the Bondholders and Couponholders in the absence of manifest error.

24. **Notices**

All notices regarding the Bonds will be valid if published in the *Financial Times* or, if this is not possible, in one other leading English language daily newspaper with general circulation in Europe. The Issuer shall also ensure that all notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Bonds are for the time being listed. Any such notice shall be deemed to have been given on the date of such publication or, if required to be published in more than one newspaper or in more than one manner, on the date of the first such publication in all the required newspapers or in each required manner. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Trustee may approve.

Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Bondholders in accordance with this Condition.

For so long as all of the Bonds are represented by a Temporary Global Bond or a Permanent Global Bond (each as defined in the Trust Deed) and such Temporary Global Bond or Permanent Global Bond is held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Bondholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication to the relative accountholders rather than by publication in the Financial Times or another newspaper, as required by Condition 24. Any such notice shall be deemed to have been given to the Bondholders on the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg.

25. **Further Issues**

The Issuer may from time to time without the consent of the Bondholders and the Couponholders create and issue further notes, bonds or debentures either having the same terms and conditions in all respects as the outstanding notes, bonds or debentures of any series (including the Bonds) or in all respects except for the first payment of interest on them and so that such further issue shall be consolidated and form a single series with the outstanding notes, bonds or debentures of any series (including the Bonds) or upon such terms as to interest, conversion, premium, redemption and otherwise as the Issuer may determine at the time of their issue. Any further notes, bonds or debentures forming a single series with the outstanding notes, bonds or debentures of any series (including the Bonds) constituted by the Trust Deed or any deed supplemental to it shall, and any other notes, bonds or debentures may, with the consent of the Trustee, be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Bondholders and the holders of notes, bonds or debentures of other series in certain circumstances where the Trustee so decides.

26. **Contracts (Rights of Third Parties) Act 1999**

Save as provided in Condition 13, no person shall have any right to enforce any term or condition of the Bonds under the Contracts (Rights of Third Parties) Act 1999.

27. **Governing Law and Jurisdiction**

27.1 **Governing Law**

The Trust Deed, the Bonds and the Coupons, and any non-contractual obligations arising out of or in connection with them, are governed by and shall be construed in accordance with English law.

27.2 **Jurisdiction**

The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Bonds or the Coupons and accordingly any legal action or proceedings arising out of or in connection with the Bonds or the Coupons (“**Proceedings**”) may be brought in such courts. Pursuant to the Trust Deed, the Issuer has irrevocably submitted to the jurisdiction of such courts.

USE OF PROCEEDS

It is intended that the net proceeds of the issuance of the Bonds will be used to fund the investment programme of the Issuer in selected assets of the North American Conventional Oil Fields sector as well as to cover the operative costs of the Issuer.

GENERAL INFORMATION

1. The Issuer has obtained all necessary consents, approvals and authorisations in connection with the issue and performance of the Tranche 2 Bonds. The issue of the Tranche 2 Bonds was authorised by a meeting of the Board of Directors of the Issuer held on 4 April 2016.
2. Since 29 October 2015 (being the date of the Issuer's incorporation), there has been no material adverse change in the financial position or prospects of the Issuer and no significant change in the financial or trading position of the Issuer.
3. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) arising during the 12 months preceding the date of this Supplemental Offering Circular which may have or have had in the recent past, significant effects on the financial position or profitability of the Issuer.
4. Approval in-principle has been received for the listing of the Tranche 2 Bonds on the SGX-ST. For so long as the Tranche 2 Bonds are listed on the SGX-ST and the rules of the SGX-ST so require, in the event that a Permanent Global Bond is exchanged for definitive Bonds, the Issuer has agreed with the Trustee to appoint and maintain a Paying and Conversion Agent in Singapore, where the definitive Bonds may be presented or surrendered for payment, conversion or redemption. In addition, in the event that a Permanent Global Bond is exchanged for definitive Bonds, an announcement of such exchange will be made by or on behalf of the Issuer through the SGX-ST and such announcement will include all material information with respect to the delivery of the definitive Bonds, including details of the Paying and Conversion Agent in Singapore. The Tranche 1 Bonds and the Tranche 2 Bonds will be traded on the SGX-ST in a minimum board lot size of U.S.\$200,000 with a minimum of 1 lot to be traded in a single transaction for so long as any of the Bonds are listed on the SGX-ST and the rules of the SGX-ST so require.
5. The Tranche 1 Bonds and the Tranche 2 Bonds have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (which are the entities in charge of keeping the records). Until exchange of the Temporary Global Bond for a Permanent Global Bond, the Common Code for the Tranche 2 Bonds will be 134948876 and the International Securities Identification Number (ISIN) for the Tranche 2 Bonds will be XS1349488764. Thereafter, the Common Code and the ISIN for the Tranche 2 Bonds will be the same as for the Tranche 1 Bonds. The Common Code and the ISIN for the Tranche 1 Bonds are 133709312 and XS1337093121 respectively.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy L -1855 Luxembourg.
6. There are no material contracts entered into other than in the ordinary course of the business, which could result in the Issuer being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Bondholders in respect of the Tranche 2 Bonds being issued.

7. Where information in this Supplemental Offering Circular has been sourced from third parties, this information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third-party information is identified where used.
8. For the period of 12 months starting on the date on which this Supplemental Offering Circular is made available to the public, copies of the following documents will be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection at the registered office of the Issuer:
 - (i) the Supplemental Trust Deed;
 - (ii) the Supplemental Agency Agreement;
 - (iii) the Original Trust Deed;
 - (iv) the Original Agency Agreement;
 - (v) the Articles of Association of the Issuer; and
 - (vi) a copy of this Supplemental Offering Circular together with any further supplement to this Original Offering Circular or further Supplemental Offering Circular.

REGISTERED OFFICE OF THE ISSUER

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*To the Arranger, the Trustee and the Principal
Paying and Conversion Agent as to English
law*

To the Issuer as to English law

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