

THIS NOTICE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT IMMEDIATELY YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISER AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000

NOTICE TO BONDHOLDERS

Sequa Petroleum N.V. (the Issuer)
U.S.\$300,000,000 5 per cent. convertible bonds due 2020 (the Bonds)

ISIN: XS1220076779

- 1 We refer to the Bonds and to the trust deed dated 29 April 2015 between the Issuer and BNY Mellon Corporate Trustee Services Limited as Trustee, pursuant to which the Bonds were issued (the **Trust Deed**).
- 2 Unless otherwise defined in this Notice, words and expressions defined in the Trust Deed have the same meaning when used in this Notice.
- 3 In the new oil price environment, the strategy has evolved to focus on the acquisition, optimisation and monetisation of development and producing assets where increasing opportunities are arising. This is the case in the contemplated acquisition where the structure is driven by the very attractive Norwegian oil and gas tax regime. Sequa Petroleum believes that this potential acquisition is in the interest of all stakeholders. The amendments being proposed herein, specifically the extension of maturity and changes to the negative pledge, permit the issuance of new debt while offering convertible bondholders revised terms.
- 4 Tellus Petroleum Invest AS (the **Tellus Parent**) and Tellus Petroleum AS (the **Tellus Issuer**) are Subsidiaries of the Issuer. Upon completion of a transaction that is proposed to be entered into by the Tellus Issuer in respect of certain assets relating to production licences 029B, 029C and 048 located on the Norwegian continental shelf (the **Gina Krog Acquisition**), it is expected that each of the Tellus Parent and the Tellus Issuer will become Material Subsidiaries of the Issuer. The production licences referred to above relate to a Statoil-operated development asset in the Norwegian sector of the North Sea, scheduled to come on stream during the second quarter of 2017.
- 5 Condition 2 (*Negative Pledge*) of the Bonds provides, among other things, that no Material Subsidiary of the Issuer will create or have outstanding any Security Interest upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee or indemnity in respect of any Relevant Indebtedness, unless at the same time or prior thereto, the Issuer's obligations under the Bonds and the Trust Deed (i) are secured equally and rateably therewith to the satisfaction of the Trustee, or (ii) have the benefit of such other security interest or guarantee or indemnity or other arrangement (whether or not including the giving of security) as the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Bondholders or as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders.
- 6 The Issuer, the Tellus Parent and the Tellus Issuer propose to enter into a transaction (the **Tellus Bond Transaction**) whereby the Tellus Issuer will issue up to U.S.\$275,000,000 of bonds (the

Tellus Bonds) due no later than 2019. The Tellus Bonds will be guaranteed by the Tellus Parent and will be secured by certain security interests to be granted by each of the Tellus Parent and the Tellus Issuer. While the majority of the security interests will be granted on completion of the Tellus Bond Transaction, under the terms of the Tellus Bonds, any subsidiary of the Tellus Parent or the Tellus Issuer will be under a continuing obligation under the terms of the Tellus Bonds to grant security over any assets it acquires at any time in support of the obligations of the Tellus Parent and the Tellus Issuer in respect of the Tellus Bonds.

- 7 It is intended that the Tellus Bonds will be listed on the Nordic ABM. The Tellus Bonds will not be exchangeable or convertible into the shares of any entity.
- 8 Further, the Issuer proposes to raise up to U.S.\$200,000,000 by issuing high yield bonds (the **Sequa Bonds**) due no later than 2021. Under the terms of the Sequa Bonds, the Issuer, the Tellus Parent and the Tellus Issuer will grant certain security interests to the holders of the Sequa Bonds. The Sequa Bonds will not be exchangeable or convertible into the shares of any entity.
- 9 The net proceeds of both the Tellus Bonds and the Sequa Bonds will be used by the Group to finance the acquisition by the Group of the Gina Krog Acquisition and to fund field development costs associated with the ownership interests (and all contractual rights associated therewith) acquired by the Tellus Issuer and its subsidiaries as a result of the Gina Krog Acquisition.
- 10 In order to permit:
 - a. the granting of security
 - i. described above in connection with the Tellus Bond Transaction;
 - ii. described above in connection with the Sequa Bonds; and
 - iii. in connection with potential future acquisitions by the Tellus Parent and its subsidiaries;
 - b. the amendment of the Final Maturity Date applicable to the Bonds from 29 April 2020 to 29 April 2022 in order to facilitate the issue of the Tellus Bonds and the Sequa Bonds;
 - c. the amendment of the initial Conversion Price applicable to the Bonds from U.S.\$3.50 per Ordinary Share to U.S.\$2.50 per Ordinary Share (in connection therewith, the Issuer confirms that no circumstance has arisen which would require, under the Conditions of the Bonds, any adjustment to the initial Conversion Price set out therein);
 - d. the amendment of the interest rate applicable to the Bonds from 5.00 per cent per annum to (x) 5.00 per cent. per annum from (and including) the Closing Date to (but excluding) the Interest Payment Date falling on 29 April 2019; (y) 7.00 per cent. per annum from (and including) the Interest Payment Date falling on 29 April 2019 to (but excluding) the Interest Payment Date falling on 29 April 2021; and (z) 9 per cent. per annum from (and including) the Interest Payment Date falling on 29 April 2021; and
 - e. the deletion of Condition 7(b)(i), such that Issuer's right to redeem the Bonds at its option if the Parity Value of the Ordinary Shares exceeds 140 per cent. of a Bond in principal amount of US\$200,000 over a period of 30 qualifying dealing days in any 45 consecutive qualifying dealing day period is removed, and consequential amendments,

the Issuer is seeking the approval of Bondholders holding not less than three-fourths in principal amount of the Bonds for the time being outstanding, to be given in the form of the attached Written Resolution, to approve, instruct and direct the entry by the Trustee into a supplemental trust deed (the **First Supplemental Trust Deed**) pursuant to which (i) the terms of Condition 2 (*Negative Pledge*) to the Trust Deed would be amended to provide that (x) any of the Tellus Parent and its subsidiaries (together the **Tellus Group**) be permitted to create or have outstanding any Security Interest in respect of the Tellus Bonds, (y) the Issuer or any member of the Tellus Group be

permitted to create or have outstanding any Security Interest in respect of the Sequa Bonds, and (z) any member of the Tellus Group be permitted to create or have outstanding any Security Interest in respect of any other Relevant Indebtedness (including a Tellus Tap Issue as defined in the Written Resolution) incurred by any member of the Tellus Group, provided that the aggregate principal amount of all Relevant Indebtedness (other than the Sequa Bond or any refinancing thereof) in relation to which any member of the Tellus Group has granted a Security Interest does not at any time exceed U.S.\$550,000,000; (ii) the Final Maturity Date of the Bonds would be extended to 29 April 2022; (iii) the initial Conversion Price would be reduced to U.S.\$2.50 per Ordinary Share; (iv) the interest rate in respect of the Bonds would be amended from 5.00 per cent. per annum to (x) 5.00 per cent. per annum from (and including) the Closing Date to (but excluding) the Interest Payment Date falling on 29 April 2019; (y) 7.00 per cent. per annum from (and including) the Interest Payment Date falling on 29 April 2019 to (but excluding) the Interest Payment Date falling on 29 April 2021; and (z) 9 per cent. per annum from (and including) the Interest Payment Date falling on 29 April 2021; and (v) Condition 7(b)(i) would be deleted and consequential amendments made.

- 11 Pursuant to the Trust Deed, a resolution in writing signed by or on behalf of the holders of not less than three-fourths in principal amount of the Bonds for the time being outstanding shall take effect as an Extraordinary Resolution. The principal amount outstanding of the Bonds is U.S.\$204,400,000.
- 12 The Issuer has delivered to the Trustee a certificate dated 23 March 2016 signed by two directors of the Issuer to the effect that, having made all reasonable enquiries, to the best of the knowledge, information and belief of such directors at the date of the certificate, no Event of Default or Potential Event of Default (except that the interest payment due on 29 October 2015 was made on 2 November 2015 due to technical issues associated with the Issuer's first payment of interest, resulting in a Potential Event of Default that was remedied within the applicable grace period), breach of the Trust Deed, Change of Control, Occurrence of a Merger or any other consolidation, amalgamation, merger, sale or transfer described in condition 6(n) of the Bonds has occurred since the date of the Trust Deed.
- 13 Bondholders are urged to take steps to arrange for voting for or against the Written Resolution as soon as possible and, in any case, on or before 16.00 p.m. (London time) on 4 April 2016 (the **Voting Deadline**), the period from the date of this Notice until the Voting Deadline, being the **Voting Period**.
- 14 **In accordance with normal practice, the Trustee expresses no opinion on the information described above, on the First Supplemental Trust Deed, or on the proposed Written Resolution and recommends that any Bondholders who are in any doubt as to the information described above or as to what action they should take with regard to the Written Resolution should seek their own independent financial and legal advice. Further, the Trustee has not been involved in the formulation of the terms of the Written Resolution and expresses no views on the Written Resolution, the First Supplemental Trust Deed or its terms or this Notice and nothing in this Notice or in the Written Resolution or the First Supplemental Trust Deed should be construed as a recommendation to the Bondholders from the Trustee to either approve or reject the Written Resolution proposed. The Trustee is not responsible for, and has no liability in relation to, the accuracy, completeness, validity or correctness of the statements made or documents referred to in this Notice or in the Written Resolution or in the First Supplemental Trust Deed or for any omissions from the Written Resolution or this Notice or for any written or oral information made available to any person receiving this Notice or its advisers and any such liability is expressly disclaimed.**
- 15 **Voting**

The attention of the Bondholders is drawn, in particular, to the voting procedures of Euroclear Bank S.A./N.V. and Clearstream Banking, *société anonyme* (the **Clearing Systems**) set out below.

Clearing System Procedures

The Bonds are currently represented by a Global Certificate deposited with and registered in the name of The Bank of New York Depository (Nominees) Limited (the **Registered Holder**) as nominee for The Bank of New York Mellon, London Branch, as common depositary for the Clearing Systems.

In respect of the Bonds, the Registered Holders will execute the Written Resolution in the form attached to this Notice if it is instructed to do so by direct participants in the Clearing Systems (**Accountholders**) holding interests representing not less than three-fourths (i.e. 75 per cent.) in principal amount of the Bonds then outstanding (the **Requisite Percentage**). The principal amount of the Bonds then outstanding in respect of which the Registered Holder is so instructed will be specified by the Registered Holder in the Written Resolution.

Bondholders should note that in order to instruct the Registered Holder to execute the Written Resolution in which they have an interest, Accountholders must ensure that:

- (i) they give electronic voting instructions (each an **Electronic Voting Instruction**) to the relevant Clearing System (in accordance with its procedures) TO APPROVE the Written Resolution such that the Registered Holder will receive instructions on or before the Voting Deadline. By submitting or delivering an Electronic Voting Instruction through the Clearing Systems in respect of the Written Resolution to the Registered Holder, Accountholders are deemed to authorise the relevant Clearing System to disclose the identity and holdings of the Accountholders and of the beneficial owners of the Bonds (the **Beneficial Owners**) to the Trustee and the Agents; and
- (ii) the relevant Clearing System has received irrevocable instructions (with which such Accountholders have complied) to block the Bonds in the securities account to which they are credited from and including the day on which that Electronic Voting Instruction is delivered to the relevant Clearing System so that no transfers may be effected in relation to such Bonds at any time after such date until the first to occur of (1) if the Written Resolution is approved by the Requisite Percentage, the date of the First Supplemental Trust Deed; and (2) if the Written Resolution is not approved by the Requisite Percentage, the business day in London immediately following the Voting Deadline). Bonds should be blocked in accordance with the relevant procedures of the relevant Clearing System and the deadlines required by such Clearing System. Accountholders who do not wish to approve the Written Resolution need take no action.

Accountholders are requested to confirm deadlines with their respective custodians as further procedural deadlines may exist. This will ensure any approval will be received by the Clearing Systems before the Voting Deadline.

Beneficial Owners of the Bonds which are not direct participants in the Clearing Systems must contact their broker, dealer, bank, custodian, trust company or other nominee to arrange for the Accountholders in the relevant Clearing System through which they hold Bonds to deliver an Electronic Voting Instruction in accordance with the requirements of such Clearing System and procure that the Bonds are blocked in accordance with the normal procedures of such Clearing System and the deadlines imposed by such Clearing System.

BONDHOLDERS SHOULD NOTE THAT:

- (A) **THE VOTING PERIOD MAY BE EXTENDED BY THE ISSUER AT ITS OPTION OR AT THE REQUEST OF ANY BONDHOLDER (IN THE ISSUER'S SOLE DISCRETION) BY THE ISSUER GIVING NOTICE THEREOF TO BONDHOLDERS THROUGH THE CLEARING SYSTEMS; AND**
- (B) **ANY VOTES SUBMITTED BY A BONDHOLDER VIA THE RELEVANT ACCOUNTHOLDER TO THE RELEVANT CLEARING SYSTEM DURING THE VOTING PERIOD MAY BE CHANGED BY THE RELEVANT ACCOUNTHOLDER DURING THE**

VOTING PERIOD ONLY PRIOR TO THE VOTING DEADLINE SUBJECT TO AND IN ACCORDANCE WITH THE PROCEDURES OF THE RELEVANT CLEARING SYSTEMS.

- 16 If the Bondholders have any questions or require any clarifications with respect to the information set out in this notice or the attached Written Resolution, they may contact the Issuer at the address below.

This Notice is given by Sequa Petroleum N.V. on 24 March 2016.

Sequa Petroleum N.V.
Third Floor
42 Upper Berkeley Street
London W1H 5QL
United Kingdom

Attention:

Benjamin Lee
Email: benjamin.lee@sequa-petroleum.com

Robin Storey
Email: robin.storey@sequa-petroleum.com

[●] 2016

WRITTEN RESOLUTION

**Sequa Petroleum N.V. (the Issuer)
U.S.\$300,000,000 5 per cent. convertible bonds due 2020 (the Bonds)**

- 17 In accordance with the provisions of the trust deed dated 29 April 2015 between the Issuer and BNY Mellon Corporate Trustee Services Limited as Trustee (the **Trust Deed**) we, representing holders of U.S.\$[●] (equal to [●]%) in principal amount outstanding of the Bonds, as registered holder of the Bonds, hereby pass the following resolution in writing (the **Written Resolution**) as an Extraordinary Resolution. Pursuant to paragraphs 1.2, 1.3 and 19 of schedule 4 (*Provisions for Meetings of Bondholders*) to the Trust Deed, this Written Resolution shall take effect as an Extraordinary Resolution. The principal amount outstanding of the Bonds is U.S.\$204,400,000.
- 18 Unless otherwise defined in this Written Resolution, words and expressions defined in the Trust Deed have the same meaning when used in this Written Resolution.

THAT HOLDERS OF THE OUTSTANDING BONDS HEREBY RESOLVE, DIRECT AND REQUEST AS FOLLOWS:

- (A) THAT the Trustee be authorised, directed and instructed to enter into the first supplemental trust deed, substantially in the form attached at Appendix 1 (*Form of First Supplemental Trust Deed*) (the **First Supplemental Trust Deed**) in or substantially in the form attached at Appendix 1 hereto in order to incorporate the amendments to the Trust Deed as specified in the First Supplemental Trust Deed;
- (B) THAT the Trustee be further authorised, directed and instructed to take any action as may be necessary in connection with, or in order to give effect to, the First Supplemental Trust Deed including, without limitation, consenting to the Issuer entering into the First Supplemental Trust Deed;

- (C) THAT the Trustee is hereby discharged and exonerated from any and all liability for which it may have become, or may in the future become, responsible under the Trust Deed, the Bonds or the Conditions in connection with the First Supplemental Trust Deed, this Written Resolution or its implementation;
- (D) THAT the Trustee be authorised and instructed not to obtain any legal opinions in relation to, or to make any investigation or enquiry into, the power and capacity of any person to enter into the First Supplemental Trust Deed or any other document referred to in this Written Resolution, or the due execution and delivery thereof by any party thereto or the validity or enforceability thereof and that it shall not be liable to any Bondholder for the failure to do so or for any consequences thereof;
- (E) THAT the Bondholders irrevocably waive any claim that they may have against the Trustee arising as a result of any loss or damage which they may suffer or incur as a result of the Trustee entering into the First Supplemental Trust Deed or otherwise acting upon this Written Resolution (including but not limited to circumstances where it is subsequently found that this Written Resolution is not valid or binding on the Bondholders) and the Bondholders further confirm that they will not seek to hold the Trustee liable for any such loss or damage;
- (F) THAT each Bondholder hereby expressly indemnifies the Trustee in full against, and agrees to hold the Trustee harmless from, all losses, liabilities, damages, costs, charges and expenses which it (or any person appointed by the Trustee to whom any trust, power, authority or discretion may be delegated by it in the execution or purported execution of (i) the trusts, powers, authorities or discretions vested in it by the Trust Deed or any other Transaction Document to which the Trustee is a party or (ii) their functions under any such appointment) may be or become liable or which may be incurred by it (or any such person as aforesaid) in respect of any matter or thing done or omitted in any way relating to or arising out of this Written Resolution, including, without limitation, the entry into the First Supplemental Trust Deed by the Trustee or which may be suffered or incurred by them as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Trustee and against all losses, costs, charges or expenses (including legal fees) which the Trustee may suffer or incur which in any case arise as a result of the Trustee entering into the First Supplemental Trust Deed or otherwise acting in accordance with the Written Resolution and the Trust Deed; and
- (G) THAT each Bondholder approves every modification and amendment (and the implementation thereof) in respect of their rights relating to the Bonds, (whether or not such rights arise under the Trust Deed, the Conditions or the Bonds), resulting from or to be effected by the modifications, authorisations and determinations referred to in this Written Resolution and the entry by the Trustee and the Issuer into the First Supplemental Trust Deed.

Each Bondholder confirms that this Written Resolution is intended to, and shall, in accordance with paragraphs 1.2, 1.3 and 19 of schedule 4 to the Trust Deed (*Provisions for Meetings of Bondholders*) constitute an Extraordinary Resolution in writing for the purposes of the Trust Deed.

Each Bondholder agrees that the terms of this Written Resolution have not been formulated by the Trustee who expresses no views on them, and nothing in this Written Resolution should be construed as a recommendation to the Bondholders from the Trustee to either approve or reject the Written Resolution proposed. Each Bondholder agrees that the Trustee is not responsible for the accuracy, completeness, validity or correctness of the statements made and documents referred to in this Written Resolution or any omissions from this Written Resolution. Each Bondholder has consulted its own legal and financial advisers in connection with the matters referred to in this Written Resolution.

This Written Resolution may be signed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

Each Bondholder and the parties hereto intend that this Written Resolution shall take effect as a deed notwithstanding that it may be executed under hand.

The parties agree that the effective date of this Written Resolution is [[•] [•] 2016]

This Written Resolution and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with the laws of England and Wales.

IN WITNESS WHEREOF, the undersigned have executed this Written Resolution by duly authorised officers.

Executed and delivered as a Deed by:

The Bank of New York Depository (Nominees) Limited

Acting by its duly authorised signatory

Date: _____ 2016

Appendix 1
Form of First Supplemental Trust Deed
Dated

SEQUA PETROLEUM N.V.

as Issuer

and

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED

as the Trustee

FIRST SUPPLEMENTAL TRUST DEED
modifying the Trust Deed dated 29 April 2015

Contents

Clause		Page
<u>1</u>	<u>Interpretation</u>	2
<u>2</u>	<u>Modifications of the Trust Deed</u>	2
<u>3</u>	<u>Governing Law and Jurisdiction</u>	4
<u>4</u>	<u>Rights of Third Parties</u>	4

THIS DEED is made on [●] 2016

BETWEEN:

- (1) **SEQUA PETROLEUM N.V.** a public limited liability company (naamloze vennootschap), incorporated under the laws of The Netherlands, having its corporate seat in Amsterdam, The Netherlands and its registered office at 42 Upper Berkeley Street, London W1H 5QL, United Kingdom and registered with the commercial register of The Netherlands under number 58633618 (the **Issuer**); and
- (2) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** a company incorporated in England and Wales with company number 02631386 and whose registered office is at One Canada Square, London E14 5AL, United Kingdom (the **Trustee**, which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of the Trust Deed (as defined below)), as trustee for the Bondholders.

BACKGROUND

- (A) This Deed is supplemental to a Trust Deed dated 29 April 2015 (the **Trust Deed**) made between the Issuer and the Trustee and constituting U.S.\$300,000,000 5.00 per cent. convertible bonds due 2020 issued by the Issuer of which, U.S.\$204,400,000 remain outstanding (the **Bonds**).
- (B) On [●] 2016, Bondholders representing not less than three-fourths in principal amount of the Bonds for the time being outstanding have, by way of Written Resolution (the **Written Resolution**), instructed, directed and approved the entry by the Trustee into this Deed. The Supplemental Deed referred to in the Written Resolution was a draft of this Deed.

NOW THIS DEED WITNESSES and IT IS AGREED and DECLARED as follows:

Interpretation

This Deed forms part of and must be read as one with the Trust Deed and the meanings ascribed to the respective words and expressions contained in the Trust Deed apply as and when they appear in this Deed except when a word or expression is otherwise defined herein or in the circumstances in which the context otherwise requires.

Any reference to the Trust Deed must be construed as a reference to the Trust Deed as amended by this Deed but, except as set out in Clause 2 (*Modifications and interpretation of the Trust Deed and the Global Bond*) below, the terms and conditions of the Trust Deed remain unaltered and continue in full force and effect.

The headings in this Deed are for convenience only and do not affect the construction hereof.

This Deed may be executed in counterparts.

Modifications and interpretation of the Trust Deed and the Global Bond

Condition 2 (*Negative Pledge*) of the Bonds, as set out in schedule 1 (*Terms and Conditions of the Bonds*) to the Trust Deed, is deleted in its entirety and replaced with:

"2. Negative Pledge

So long as any Bond remains outstanding (as defined in the Trust Deed), the Issuer will not and will ensure that none of its Material Subsidiaries will create or have outstanding any mortgage, charge, lien, pledge or other security interest (a "**Security Interest**") upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee or indemnity in respect of any Relevant Indebtedness, unless, at the same time or prior thereto, the Issuer's obligations under the Bonds and the Trust Deed (x) are secured equally and rateably therewith to the satisfaction of the Trustee, or (y) have the benefit of such other security interest or guarantee or indemnity or other

arrangement (whether or not including the giving of security) as the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Bondholders or as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders, provided that this Condition will not apply to restrict any of the following:

- (i) any member of the Tellus Group from creating or having outstanding any Security Interest in respect of the Tellus Bond and/or any of Tellus Petroleum AS's obligations thereunder;
- (ii) the Issuer or any member of the Tellus Group from creating or having outstanding any Security Interest in respect of the Sequa Bond and/or any of the Issuer's obligations thereunder; and
- (iii) any member of the Tellus Group from creating or having outstanding any Security Interest in respect of any other Relevant Indebtedness (including a Tellus Tap Issue) incurred by any member of the Tellus Group,

provided that the aggregate principal amount of all Relevant Indebtedness (other than the Sequa Bond or any refinancing thereof) in relation to which any member of the Tellus Group has granted a Security Interest does not at any time exceed US\$550,000,000.

Condition 3 (*Definitions*) of the Bonds, as set out in schedule 1 (*Terms and Conditions of the Bonds*) to the Trust Deed, is amended by the addition of the following definitions:

“**Gina Krog Acquisition**” means the acquisition by Tellus Petroleum AS from TOTAL E&P NORGE AS of the Gina Krog Interests.

“**Gina Krog Interests**” means the 30 per cent. participating ownership interest in production licence 029B, the 14.78 per cent. participating ownership interest in production licence 029C and the 21.8 per cent. participating ownership interest in production licence 048 (and, in each such case, all contractual rights associated therewith), each such production licence having been issued by the Norwegian Ministry of Petroleum and Energy in respect of the Gina Krog Oil Field and such participating ownership interests together representing 15 per cent. of the rights of all licensees in respect of the Gina Krog Oil Field.

“**Gina Krog Oil Field**” means the oil fields covered by the licences PL029B, PL 029C, PL048 and PL303 on the Norwegian continental shelf, as unitised.

“**Sequa Bond**” means any Relevant Indebtedness not exceeding US\$200,000,000 to be incurred by the Issuer by no later than 30 April 2016 in connection with the Gina Krog Acquisition (including any refinancing thereof).

“**Tellus Bond**” means Relevant Indebtedness not exceeding US\$275,000,000 to be incurred by Tellus Petroleum AS by no later than 30 April 2016 in connection with the Gina Krog Acquisition (including any refinancing thereof).

“**Tellus Group**” means Tellus Petroleum Invest AS and its subsidiaries from time to time.

“**Tellus Tap Issue**” means Relevant Indebtedness to be incurred by Tellus Petroleum AS with the same terms and conditions in all respects (or in all respects except for the amount and due date for the first payment of interest thereon) as the Tellus Bond.”

Condition 3 (*Definitions*) of the Bonds, as set out in schedule 1 (*Terms and Conditions of the Bonds*) to the Trust Deed, is amended by the deletion in its entirety of the definition of “Call Date” and the deletion of “Final Maturity Date” and its replacement with:

“**Final Maturity Date**” means 29 April 2022.”

Condition 3 (*Definitions*) of the Bonds, as set out in schedule 1 (*Terms and Conditions of the Bonds*) to the Trust Deed, is amended by the deletion in its entirety of the definition of “Parity Value”.

Condition 5 (*Interest*) of the Bonds, as set out in schedule 1 (*Terms and Conditions of the Bonds*) is amended by the deletion of the first paragraph thereof and its replacement with:

“(a) Interest Rate

Each Bond bears interest at the applicable rate per annum specified below, calculated by reference to the principal amount thereof and payable semi-annually in arrear in equal instalments on 29 April and 29 October in each year (each an **“Interest Payment Date”**), commencing with the Interest Payment Date falling on 29 October 2015.

The applicable rate per annum referred to above shall be (x) 5.00 per cent. per annum from (and including) the Closing Date to (but excluding) the Interest Payment Date falling on 29 April 2019; (y) 7.00 per cent. per annum from (and including) the Interest Payment Date falling on 29 April 2019 to (but excluding) the Interest Payment Date falling on 29 April 2021; and (z) 9 per cent. per annum from (and including) the Interest Payment Date falling on 29 April 2021.”

Condition 7 (*Redemption and Purchase*) of the Bonds, as set out in schedule 1 (*Terms and Conditions of the Bonds*) is amended by the deletion of Condition 7(b)(i) and Condition 7(b)(ii) shall be renumbered accordingly.

Condition 14(a) (*Meetings of Bondholders, Modification and Waiver, Substitution*) of the Bonds, as set out in schedule 1 (*Terms and Conditions of the Bonds*) is amended by the deletion of the phrase “, the Call Date or the Put Date (other than deferring the Call Date)” in the twelfth line and replacing it with “the Put Date”.

Paragraph 16.8 of schedule 4 to the Trust Deed (*Provisions for Meetings of Bondholders*) is amended by the deletion of the phrase “, the Call Date or the Put Date (other than deferring the Call Date)” in sub-paragraph 16.8.1 and replacing it with “the Put Date”.

Condition 6(a) (*Settlement Right and Conversion Right*) of the Bonds, as set out in schedule 1 (*Terms and Conditions of the Bonds*) to the Trust Deed is amended by the deletion of the sentence in the third paragraph “The initial Conversion Price is US\$3.50 per Ordinary Share.” and its replacement with:

“The initial Conversion Price is US\$2.50 per Ordinary Share.”

All references in the Trust Deed and the Global Bond to the ‘Convertible Bonds due 2020’ (including, without limitation, in the definition of ‘Original Bonds’ set out in clause 1 (*Interpretation*) of the Trust Deed) shall be interpreted as references to the ‘Convertible Bonds due 2022’.

The modifications of the Trust Deed set out in this Deed take effect on and from the date of this Deed.

The provisions of the Trust Deed, except as amended by this Deed, continue in full force and effect.

Governing Law and Jurisdiction

This Deed and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law.

The provisions of clauses 20.2 and 20.3 of the Trust Deed are incorporated by reference into this Deed, *mutatis mutandis*.

Rights of Third Parties

A person who is not a party to this Deed will, unless otherwise expressly provided in this Deed, have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of this Deed.

In witness whereof this Deed has been entered into on the day and year first above written.

Signatories

EXECUTED AS A DEED BY

SEQUA PETROLEUM N.V.

By:

Authorised signatory

By:

Authorised signatory

EXECUTED AS A DEED BY

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED

Acting by two of its lawful Attorneys:

Attorney:

Attorney:

In the presence of:

Witness name:

Address: One Canada Square, London E14 5AL