

## RESTRUCTURING TERM SHEET

*This term sheet (the “Term Sheet”) summarises the principal terms of a potential financial restructuring of Noble Group Limited, and is not intended to be legally binding or a comprehensive list of all relevant terms and conditions of the potential transaction described herein. This Term Sheet shall not constitute an offer to sell or buy, nor the solicitation of an offer to sell or buy, any of the securities referred to herein. Furthermore, nothing herein constitutes a commitment to negotiate, agree to or otherwise engage in, the Restructuring (as defined below). The transactions contemplated by this term sheet shall be subject to, amongst others, the execution of definitive documentation by the relevant parties and all relevant credit approvals.*

### 1 DEFINITIONS

1.1 For the purpose of this Term Sheet, the following terms have the following meanings:

“**Ad Hoc Group**” means the ad hoc group of Existing Senior Creditors represented by Akin Gump LLP and Houlihan Lokey EMEA LLP as such group is constituted from time to time.

“**Aged Trade Receivables**” means select trade receivables and accrued receivables assigned to Noble Resources UK Holdings Limited prior to the closing date of the NAC Sale as outlined in the NAC Sale Agreement.

“**Asset Co**” means a Group company which holds the Asset Co Assets.

“**Asset Co Assets**” means all of the Group’s interests in Harbour Energy, Jamalco, Noble Plantations and the Vessels.

“**Biodiesel Mixture Tax Credits**” means claims for tax credits under the U.S. Internal Revenue Code of 1986 with respect to any biodiesel mixture used or sold by NAC prior to the closing date of the NAC Sale.

“**Company**” means Noble Group Limited.

“**Core Business**” means the core business of the Group following the Restructuring Effective Date, including but not limited to the hard commodities, freight and LNG businesses, but excluding the Asset Co Assets.

“**Existing 2018 Noteholders**” means the holders of the Existing 2018 Notes.

“**Existing 2018 Notes**” means the 3.625% senior notes due 2018 issued by the Company and constituted pursuant to the Existing 2018 Notes Trust Deed, of which currently USD379,000,000 in aggregate principal amount are outstanding.

“**Existing 2018 Notes Trust Deed**” means the trust deed dated 17 August 2011 as supplemented by the supplemental trust deed dated 7 July 2014 with DB Trustees (Hong Kong) Limited as trustee and Deutsche Bank AG, Hong Kong Branch as CMU lodging agent.

“**Existing 2020 Noteholders**” means the holders of the Existing 2020 Notes.

**“Existing 2020 Notes”** means the 6.75% senior notes due 2020 issued by the Company and constituted pursuant to the Existing 2020 Notes Indenture, of which currently USD1,176,920,000 in aggregate principal amount are outstanding.

**“Existing 2020 Notes Indenture”** means the indenture dated 29 October 2009 with Deutsche Bank Trust Company Americas as trustee, registrar, paying agent and transfer agent.

**“Existing 2022 Noteholders”** means the holders of the Existing 2022 Notes.

**“Existing 2022 Notes”** means the 8.75% senior notes due 2022 issued by the Company and constituted pursuant to the Existing 2022 Notes Trust Deed, of which USD750,000,000 in aggregate principal amount are outstanding.

**“Existing 2022 Notes Trust Deed”** means the trust deed dated 9 March 2017 with The Hongkong and Shanghai Banking Corporation Limited as trustee.

**“Existing Perpetual Capital Securities”** means the USD400,000,000 perpetual capital securities issued by the Company and constituted pursuant to the Existing Perpetual Capital Securities Trust Deed, of which USD400,000,000 in principal amount are outstanding.

**“Existing Perpetual Capital Securities Holders”** means the holders of the Existing Perpetual Capital Securities.

**“Existing Perpetual Capital Securities Trust Deed”** means the trust deed dated 24 June 2014 and the supplemental trust deed dated 10 July 2014 with DB Trustees (Hong Kong) Limited as trustee.

**“Existing RCF Agreement”** means the USD2,294,600,000 revolving credit facility agreement dated 18 May 2015 between, among others, the Company as borrower, the Existing RCF Lenders and Madison Pacific Trust Limited as agent and swingline agent, as amended pursuant to an amendment letter dated 2 August 2017.

**“Existing RCF Lenders”** means the “Lenders” as defined in the Existing RCF Agreement.

**“Existing RCF Loans”** means the loans made to the Company pursuant to the Existing RCF Agreement, of which USD1,143,460,000 in principal amount is outstanding.

**“Existing Senior Claims”** means all claims of Existing Senior Creditors under the Existing Senior Debt Instrument(s) in respect of which they are an Existing Senior Creditor as at the record date set pursuant to the terms of the Scheme.

**“Existing Senior Creditors”** means the Existing RCF Lenders, the Existing 2018 Noteholders, the Existing 2020 Noteholders and the Existing 2022 Noteholders.

**“Existing Senior Debt Instruments”** means the Existing RCF Loans, the Existing 2018 Notes, the Existing 2020 Notes and the Existing 2022 Notes.

**“Existing Shareholders”** means the holders of the shares in the Company immediately prior to the Restructuring Effective Date.

**“Fronting Banks”** means the banks who will front the New Trade Finance Facility.

**“Group”** means Topco and each of its direct or indirect subsidiaries (whether directly or indirectly owned, and whether wholly or partly owned).

**“Harbour Energy”** means the Group’s joint venture with EIG Global Energy Partners which owns and operates upstream and midstream energy assets globally.

**“Hedging Fronting Bank”** means a bank who will front the New Hedging Facility.

**“ING”** means ING Bank N.V..

**“Jamalco”** means the Group’s joint venture with Clarendon Alumina Production which focuses on bauxite mining and alumina production, including the benefit of all related alumina contractual arrangements and cashflows.

**“Management”** means the existing management team of the Group.

**“Management SPV”** means a company in which Management will be allocated shares in accordance with the terms of the Restructuring.

**“NAC”** means Noble Americas Corp.

**“NAC and NAGP Escrows”** means the amounts deposited with an escrow agent pursuant to the terms of each of: (a) the NAC Sale Agreement; and (b) the NAGP Sale Agreement, excluding the Tank Escrow Receivables.

**“NAC Sale”** means the sale of NAC to Vitol US Holding Co and Euromin Inc. pursuant to the NAC Sale Agreement.

**“NAC Sale Agreement”** means the stock purchase agreement dated 19 October 2017 in respect of the NAC Sale.

**“NAGP Sale Agreement”** means the stock purchase agreement between NAC, Noble Americas Gas & Power Corp. and Mercuria Energy America, Inc dated 26 July 2017.

**“New Asset Co Bond”** means the asset backed bond issued substantially on the terms set out in the table under paragraph 4.3 below, which shall not have recourse to any of Topco, Trading Hold Co, Trading Co and the Core Business.

**“New Debt Instruments”** means the New Trade Finance Facility, the New Trading Co Bond, the New Trading Hold Co Bond and the New Asset Co Bond.

**“New Hedging Facility”** means the up to USD100,000,000 hedging risk participation facility to be made available to Trading Co by ING in its capacity as a Hedging Fronting Bank.

**“New Intercreditor Agreement”** means one or more intercreditor agreements to be entered into by (among others) Trading Co, Trading Hold Co and Asset Co and the agents and trustees under each of the New Debt Instruments.

**“New Trade Finance Facility”** means the up to USD600,000,000 committed trade finance facility, with a maturity of 3 years after the Restructuring Effective Date and to be made available to Trading Co by the Fronting Banks on competitive market terms, in which Existing Senior Creditors may elect to risk participate in accordance with paragraph 2.2 below.

**“New Trading Co Bond”** means the bond issued substantially on the terms set out in the table under paragraph 4.1 below.

**“New Trading Hold Co Bond”** means the bond issued substantially on the terms set out in the table under paragraph 4.2 below.

**“Noble Plantations”** means Noble Plantations Pte Ltd.

**“Preference Shares”** means the preference shares to be issued by Asset Co to the Senior Creditor SPV and Topco in accordance with paragraph 3.4(d) substantially on the terms set out in the table under paragraph 4.4 below.

**“Restructuring”** means the financial restructuring of the Group in accordance with this Term Sheet and as implemented through the Schemes and the Restructuring Documents.

**“Restructuring Documents”** means, collectively, this Term Sheet and all material documents, agreements and instruments necessary or desirable to implement or consummate the Restructuring in accordance with this Term Sheet.

**“Restructuring Effective Date”** means the date on which all conditions precedent to the Restructuring have been satisfied or waived (as the case may be), including the obtaining of all relevant approvals or consents, whether pursuant to the Schemes or otherwise.

**“Schemes”** means the schemes of arrangement carried out in the relevant jurisdictions, in each case to be proposed by the Company to implement the Restructuring.

**“Securities Act”** means the U.S. Securities Act of 1933, as amended.

**“Senior Creditor SPV”** means a company in which Existing Senior Creditors will be allocated shares in accordance with the terms of the Scheme.

**“Senior Creditor SPV Loan”** means a cashless, interest-free loan in an amount to be agreed based on a valuation of the Group that assumes the Group achieves its stated EBITDA targets and that uses a valuation multiple in-line with its publicly-traded peers, with such loan maturing 5 years from the Restructuring Effective Date, issued by the Senior Creditor SPV to the Management SPV, and which will be secured by and limited in recourse to 10% of the equity in Topco (being the amount of shares purchased from the Senior Creditor SPV using the loan).

**“Surplus Cash”** means any cash in excess of (a) cash that is to be used for Working Capital; and (b) to the extent necessary, cash that is needed to fund additional operating expenditures, as agreed with the Ad Hoc Group’s advisors.

**“Tank Escrow Receivables”** means receivables in respect of oil tank subleasing activities for five selected tank contracts to third parties subsequent to the closing date of the NAC Sale as outlined in the NAC Sale Agreement.

**“Topco”** means the Company or, following the Restructuring Effective Date in accordance with paragraph 3.1(a)(iii), a new holding company for substantially all of the business and assets of the Group.

**“Topco Board”** means the board of directors of Topco.

**“Trading Co”** means the main operating company of the Group, which following the Restructuring Effective Date will control and operate the Core Business.

**“Trading Co Board”** means the board of directors of Trading Co.

**“Trading Hold Co”** means a Group company which is the holding company of Trading Co.

**“USD”** means United States dollars, the official currency of the United States of America.

**“Vessels”** means the vessels owned by the Group named “Ocean Ruby”, “Ocean Garnet”, “Ocean Sapphire”, “Ocean Topaz”, “Aqua Vision”, “Ocean Ambition”, “Ocean Vision”, “Ocean Forte” and “Ocean Integrity”, including any proceeds of sale of those vessels received by the Group before or after the Restructuring Effective Date.

**“Working Capital”** means working capital to be mutually agreed between the Company and the Ad Hoc Group and currently estimated to be: (a) USD250,000,000 cash needed for working capital and general corporate purposes; and (b) USD285,000,000 deposit cash (for the purposes of cash-backing letters of credit), restricted cash at subsidiaries and cash required for initial margin with brokers, as may be reduced by the availability of a new competitively priced 3 year revolving capital facility on terms to be agreed and any amount released from, or not required, under (b) above.

## **2 SCHEME RESTRUCTURING**

- 2.1 For the purposes of voting on the Schemes, the Existing RCF Lenders (other than ING)<sup>1</sup>, the Existing 2018 Noteholders, the Existing 2020 Noteholders and the Existing 2022 Noteholders to constitute together a single class of creditors.
- 2.2 In connection with their vote on the Schemes, Existing Senior Creditors to be entitled to elect to risk participate in an amount of the New Trade Finance Facility and the New Hedging Facility *pro rata* to their Existing Senior Claims in accordance with paragraph 3.2(a) below.
- 2.3 The Schemes to provide for (among other things):

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<sup>1</sup> ING to agree to Restructuring by separate agreement outside the Schemes.

- (a) the exchange of all Existing Senior Claims of Existing Senior Creditors in accordance with paragraphs 3.5 and 3.6 below; and
- (b) the full release of any and all other claims that any Existing Senior Creditor may have against (amongst others) the Company, the Group, Management and the officers, directors, employees, agents, advisors and representatives of each of the foregoing arising directly or indirectly out of, from or in connection with the Existing Senior Debt Instruments, but excluding any liability arising directly or indirectly out of, from or in connection with, the New Debt Instruments, any new shares in the Group or any other Scheme entitlements.

### **3 RESTRUCTURING IMPLEMENTATION**

#### **3.1 Group Reorganisation**

- (a) Prior to the Restructuring Effective Date, the Company to procure that:
  - (i) the Asset Co Assets are transferred to Asset Co;
  - (ii) Trading Co controls all of the Core Business; and
  - (iii) such other changes to the corporate structure of the Group are made to facilitate the post-Restructuring equity ownership of the Group, as set out in paragraph (b) below. In particular, the Restructuring envisages that the equity interests in the Group following the Restructuring Effective Date will not be subordinated to the Existing Perpetual Capital Securities. The Restructuring may therefore result in the Senior Creditor SPV, the Management SPV and Existing Shareholders becoming the shareholders in a new holding company, to which substantially all of the assets of the Group are transferred. Accordingly, references in this Term Sheet to “Topco” should be read to refer to the company in which the Senior Creditor SPV, the Management SPV and Existing Shareholders hold a direct interest following the Restructuring Effective Date, and reference to “Group” should be read accordingly.
- (b) On the Restructuring Effective Date, the equity ownership of Topco to be held as follows:
  - (i) Existing Shareholders: 10%;
  - (ii) Existing Senior Creditors (through the Senior Creditor SPV): 70% (following the transfer of 10% to the Management SPV under subparagraph (iii)(B) below); and
  - (iii) Management (through the Management SPV):
    - (A) 10% issued to the Management SPV on the Restructuring Effective Date; and

- (B) in order to incentivise Management, 10% to be purchased by the Management SPV from the Senior Creditor SPV on the Restructuring Effective Date, funded by the Senior Creditor SPV Loan,

in each case subject to vesting and clawback arrangements.

### 3.2 New Trade Finance Facility

- (a) Subject to paragraph (d) below, (i) on the Restructuring Effective Date, each Fronting Bank to enter into the New Trade Finance Facility, and each Existing Senior Creditor who has elected to do so to risk participate in the New Trade Finance Facility in accordance with their election described in paragraph 2.2, and (ii) ING has agreed to act as a Fronting Bank.
- (b) ING may elect to risk participate in the New Trade Finance Facility in an amount of up to USD50,000,000 and shall receive a fee of 5% of the amount of its actual risk participation in the New Trade Finance Facility (the “**ING Fronting Bank Risk Participation**”).
- (c) The Ad Hoc Group to underwrite the full amount of the risk participation in the New Trade Finance Facility (less the ING Fronting Bank Risk Participation) in consideration of a fee of 5% of that amount.
- (d) The availability of the New Trade Finance Facility to be conditional on agreeing a fronting structure and fronting economics acceptable to the Fronting Banks (including, but not limited to, the Fronting Banks receiving standby letters of credit (or equivalent first demand instruments or cash cover) from prime brokers acting on behalf of such risk participants (the “**Prime Brokers**”) in an amount equal to the total commitments under the New Trade Finance Facility (minus any ING Fronting Bank Risk Participation).

### 3.3 New Hedging Facility

- (a) Subject to paragraph (d) below, on the Restructuring Effective Date, ING to provide the New Hedging Facility as a Hedging Fronting Bank.
- (b) The Ad Hoc Group to underwrite the full amount of the risk participation in the New Hedging Facility in consideration of a fee of 5% of that amount.
- (c) Provision of the New Hedging Facility to be conditional on agreeing a fronting structure and fronting economics acceptable to ING (including, but not limited to, ING receiving standby letters of credit (or equivalent first demand instruments or cash cover) from Prime Brokers in an amount that is acceptable to ING).
- (d) Risk participations of all Existing Senior Creditors who elect to participate in the New Trade Finance Facility and the New Hedging Facility pursuant to paragraph 2.2 above and the standby letters of credit or equivalent first demand instruments or cash cover issued by Prime Brokers pursuant to the New Trade Finance Facility

and the New Hedging Facility will cover both the New Trade Finance Facility and the New Hedging Facility as part of the agreed structure of those facilities. The covered risk under the New Hedging Facility will be USD100,000,000 and the covered risks under the New Trade Finance Facility and the New Hedging Facility will together be USD700,000,000.

### 3.4 Cash Distribution

- (a) In consideration for the continued provision of interim facilities in accordance with their terms prior to the Restructuring Effective Date and (subject to agreeing terms) acting as a Fronting Bank under the New Trade Finance Facility, the Existing Senior Claims of ING to be repaid in full in cash on the Restructuring Effective Date from the proceeds of the Asset Co Assets or otherwise (including by way of retention from any cash collateral held pursuant to the Umbrella Letter (as defined below)).<sup>2</sup>
- (b) On the Restructuring Effective Date, all Surplus Cash as at such date to be distributed to the Existing Senior Creditors *pro rata* to Existing Senior Claims (other than Existing Senior Claims of ING being repaid pursuant to paragraph (a) above).
- (c) During the period of 2 years from the Restructuring Effective Date, to the extent that the relevant credits or proceeds have not been received prior to the Restructuring Effective Date, Trading Co and Topco to procure that 90% of the following credits or proceeds are irrevocably assigned to the Senior Creditor SPV:
  - (i) the Biodiesel Mixture Tax Credits;
  - (ii) the Tank Escrow Receivables; and
  - (iii) the Aged Trade Receivables,

which in aggregate are estimated to total up to a maximum of USD127,000,000.

### 3.5 New Debt Instruments and Preference Shares

On the Restructuring Effective Date:

- (a) the Existing Senior Claims of Existing Senior Creditors who elect to risk participate in the New Trade Finance Facility and the New Hedging Facility under paragraph 2.2 and which have not been repaid under paragraph 3.4 to be exchanged into an equivalent amount of New Asset Co Bonds and New Trading Co Bonds, *pro rata* to their risk participations in the New Trade Finance Facility and the New Hedging Facility on an aggregate basis and *pro rata* between those instruments, up to a maximum amount of USD700,000,000 New Asset Co Bonds and USD685,000,000 New Trading Co Bonds;

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<sup>2</sup> Elevation for any other Fronting Bank to be agreed.



- (b) the Existing Senior Claims of Existing Senior Creditors which have not been repaid under paragraph 3.4 or exchanged under paragraphs (a) and (b) above to be exchanged *pro rata* for an equivalent amount of (i) New Trading Co Bonds and New Asset Co Bonds, *pro rata* between those instruments, to the extent not allocated to Existing Senior Creditors under paragraphs (a) and (b) above and (ii) New Trading Hold Co Bonds in an aggregate amount of USD270,000,000; and
- (c) Asset Co to issue 90% of the Preference Shares to the Senior Creditor SPV and 10% of the Preference Shares to Topco.

### 3.6 Residual Claims and Debt-to-Equity Swap

- (a) On the Restructuring Effective Date, all Existing Senior Claims of Existing Senior Creditors which have not been repaid under paragraph 3.4 above or exchanged in accordance with paragraph 3.5 above to be treated as follows:
  - (i) an amount of such Existing Senior Claims to be agreed to be transferred to the Senior Creditor SPV; and
  - (ii) the balance of the Existing Senior Claims to be transferred to Topco,in each case in exchange for shares in the Senior Creditor SPV, and the Senior Creditor SPV to be allocated equity in Topco in the proportion set out in paragraph 3.1(b) above.
- (b) The Existing Senior Claims transferred to the Senior Creditor SPV under (a)(i) above to be exchanged into claims under one or more limited recourse instruments to be issued by the Company to the Senior Creditor SPV on the Restructuring Effective Date.
- (c) The Existing Senior Claims transferred to Topco under (a)(ii) above will be released as part of the Restructuring.

### 3.7 Additional Employee Incentive Plan

Creation of an additional employee incentive plan consisting of up to 5% of the equity, repurchased on the secondary market and with allocations, vesting and clawback arrangements to be agreed between the parties, to be implemented based on key performance indicators and milestones.

### 3.8 Work Fee

- (a) In consideration for their work in connection with the negotiation of the Restructuring, a work fee (the “**AHG Work Fee**”) to be paid in cash to each member of the Ad Hoc Group in an amount equal to 2% of their Existing Senior Claims. The AHG Work Fee will be paid on 30 April 2018 calculated upon Ad Hoc Group members’ Existing Senior Claims on 16 April 2018, subject to a cap of USD2,000,000,000 on the Existing Senior Claims upon which the AHG Work Fee is calculated.

- (b) In consideration for its work in connection with the negotiation of the Restructuring, and the provision of uncommitted facilities under the relevant Original Bilateral Facility Agreements (under and as defined in an umbrella letter (the “**Umbrella Letter**”) dated 13 December 2017 between, amongst others, ING as initial secured lender and the Company as borrower) and the relevant RPP Facilities Documents (as defined in the Umbrella Letter) in accordance with the terms of the Umbrella Letter until the date of payment of the work fee under this paragraph (b), a work fee shall be paid in cash to ING in an amount equal to USD2,000,000. The work fee will be paid on the earlier of: (i) the date that the AHG Work Fee is payable; and (ii) the Restructuring Effective Date.
- (c) In consideration for its continued support for the Group throughout the restructuring process, including its work on structuring the New Trade Finance Facility and the New Hedging Facility and agreeing to act as a Fronting Bank and a Hedging Fronting Bank, a restructuring support fee of USD13,000,000 will be payable to ING on the Restructuring Effective Date.

### 3.9 Existing Perpetual Capital Securities

Existing Perpetual Capital Securities Holders to be offered to exchange their Existing Perpetual Capital Securities and all interest thereon for an aggregate of up to USD15,000,000 in cash, subject to an extraordinary resolution in form and substance satisfactory to the Ad Hoc Group being passed at a meeting of Existing Perpetual Capital Securities Holders pursuant to the terms of the Existing Perpetual Capital Securities Trust Deed.

### 3.10 Governance

- (a) Appropriate governance structures to be put in place, recognising that the majority of the directors of the Topco Board and Trading Co Board to be nominated by the Senior Creditor SPV and the need for separate governance structures at each level.
- (b) Shareholders to agree appropriate reserved matters, drag, tag and minority protections.
- (c) Consultation with the Ad Hoc Group and/or its advisers on all non-ordinary course activities before the Restructuring Effective Date.

### 3.11 Other Restructuring Documents

On the Restructuring Effective Date, each other Restructuring Document to become effective, including but not limited to the New Intercreditor Agreement.

#### 4 KEY TERMS OF THE NEW TRADING CO BOND, NEW TRADING HOLD CO BOND, NEW ASSET CO BOND AND PREFERENCE SHARES

##### 4.1 Terms of the New Trading Co Bond

Issuer	Trading Co	
Principal Amount	USD685,000,000	
Issue Price	100%	
Maturity Date	4.5 years after the Restructuring Effective Date	
Interest	8.75% per annum for the first 18 months 9.75% per annum thereafter Interest for the first 12 months payable at the option of Trading Co 50% in cash and 50% in kind, and thereafter in cash	
Interest Payment Dates	Interest on the New Trading Co Bonds to be payable/capitalised semi-annually in arrears on interest payment dates to be agreed. Interest to be payable based on a 360-day year with twelve 30-day months	
Mandatory Redemption	All amounts released to the Group from the NAC and NAGP Escrows shall be applied to redeem the New Trading Co Bond at par plus accrued interest.	
Redemption at the option of Trading Co	Trading Co to have the option to redeem partially or fully the New Trading Co Bond at par plus accrued interest at any time before the Maturity Date, subject to Call Protection (as set out below)	
Guarantees	None	
Security	Second-ranking fixed and floating charge over the assets of Trading Co <sup>3</sup>	
Ranking	The New Trading Co Bonds will be Trading Co's general senior obligations and rank <i>pari passu</i> in right of payment with all existing and future indebtedness of Trading Co that is not expressly subordinated to the New Trading Co Bonds	
Covenants	To be agreed between the Company and the Ad Hoc Group.	
Call Protection	On and after the issue date of the New Trading Co Bonds, Trading Co to be entitled at its option to redeem, in full or in part, New Trading Co Bonds at the following redemption prices plus accrued and unpaid interest to, but excluding, the redemption date:	
	<b>Redemption Date</b>	<b>Redemption Price</b>
	On and after the issue date of the New Trading Co Bonds but prior to the date	101%

<sup>3</sup> New Trade Finance Facility to benefit from first ranking fixed and floating charge over the assets of Trading Co.

	falling 13 months after the issue date of the New Trading Co Bonds	
	On and after the date falling 13 months after the issue date of the New Trading Co Bonds but prior to the date falling 25 months after the issue date of the New Trading Co Bonds	103%
	On and after the date falling 25 months after the issue date of the New Trading Co Bonds but prior to the date falling 37 months after the issue date of the New Trading Co Bonds	102%
	On and after the date falling 37 months after the issue date of the New Trading Co Bonds but prior to the date falling 49 months after the issue date of the New Trading Co Bonds	101%
	On and after the date falling 49 months after the issue date of the New Trading Co Bonds but prior to the date falling 55 months after the issue date of the New Trading Co Bonds	100%
Events of Default	To be agreed between the Company and the Ad Hoc Group	
Governing Law	England and Wales	
Form, Denomination and Registration	The New Trading Co Bonds to be issued in minimum denominations of USD100,000 and integral multiples of USD1,000 in excess thereof	
Euroclear / Clearstream	New Trading Co Bonds that are offered and sold to QIBs or institutional accredited investors to be issued in the form of a Rule 144A global note or IAI global note, respectively. New Trading Co Bonds that are offered and sold outside of the United States in reliance on Regulation S to be issued in the form of a Regulation S global note. The Rule 144A global note, IAI global note and Regulation S global notes to be deposited with a common depositary and registered in the name of the nominee of the common depositary for the accounts of Euroclear and Clearstream	
Transfer Restrictions	The New Trading Co Bonds have not been and will not be registered under the Securities Act or the securities laws of any state of the United States or of any other jurisdiction and may not be offered, sold or delivered except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with all other applicable laws	
Listing	Application to be made for the listing and quotation of the New Trading Co Bonds	

#### 4.2 Terms of the New Trading Hold Co Bond

Issuer	Trading Hold Co							
Principal Amount	USD270,000,000							
Issue Price	100%							
Maturity Date	7 years after the Restructuring Effective Date							
Interest	5% per annum for the first 18 months 9.75% per annum thereafter Interest to be pay-if-you-can in cash (and if not paid in cash, to be paid in kind)							
Interest Payment Dates	Interest on the New Trading Hold Co Bonds to be payable/capitalised semi-annually in arrears on interest payment dates to be agreed. Interest to be payable based on a 360-day year with twelve 30-day months							
Redemption at the option of Trading Hold Co	Trading Hold Co to have the option to redeem partially or fully the New Trading Hold Co Bond at par plus accrued interest at any time before the Maturity Date, subject to Call Protection (as set out below)							
Guarantees	None							
Security	Pledge over the shares in Trading Co and intercompany claims owed by Trading Co							
Ranking	The New Trading Hold Co Bonds will be Trading Hold Co's general senior obligations and rank <i>pari passu</i> in right of payment with all existing and future indebtedness of Trading Hold Co that is not expressly subordinated to the New Trading Hold Co Bonds							
Covenants	To be agreed between the Company and the Ad Hoc Group							
Call Protection	<p>On and after the issue date of the New Trading Hold Co Bonds, Trading Hold Co to be entitled at its option to redeem, in full or in part, New Trading Hold Co Bonds at the following redemption prices plus accrued and unpaid interest to, but excluding, the redemption date:</p> <table border="1"> <thead> <tr> <th>Redemption Date</th> <th>Redemption Price</th> </tr> </thead> <tbody> <tr> <td>On and after the issue date of the New Trading Hold Co Bonds but prior to the date falling 13 months after the issue date of the New Trading Hold Co Bonds</td> <td>101%</td> </tr> <tr> <td>On and after the date falling 13 months after the issue date of the New Trading Hold Co Bonds but prior to the date falling 25 months after the issue date of the New Trading Hold Co Bonds</td> <td>103%</td> </tr> </tbody> </table>		Redemption Date	Redemption Price	On and after the issue date of the New Trading Hold Co Bonds but prior to the date falling 13 months after the issue date of the New Trading Hold Co Bonds	101%	On and after the date falling 13 months after the issue date of the New Trading Hold Co Bonds but prior to the date falling 25 months after the issue date of the New Trading Hold Co Bonds	103%
Redemption Date	Redemption Price							
On and after the issue date of the New Trading Hold Co Bonds but prior to the date falling 13 months after the issue date of the New Trading Hold Co Bonds	101%							
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	On and after the date falling 25 months after the issue date of the New Trading Hold Co Bonds but prior to the date falling 37 months after the issue date of the New Trading Hold Co Bonds	102%
	On and after the date falling 37 months after the issue date of the New Trading Hold Co Bonds but prior to the date falling 49 months after the issue date of the New Trading Hold Co Bonds	101%
	On and after the date falling 49 months after the issue date of the New Trading Hold Co Bonds but prior to the date falling 55 months after the issue date of the New Trading Hold Co Bonds	100%
Permitted Investments in New Trading Hold Co Bonds	Trading Co shall be entitled to, or provide New Trading Hold Co with funds to, directly or indirectly, redeem or repurchase (and subsequently cancel) New Trading Hold Co Bonds; provided that Trading Co shall first have redeemed at least USD110,000,000 in aggregate principal amount of New Trading Co Bonds in accordance with “Redemption at the option of Trading Co” and/or “Mandatory Redemption” in section 4.1 above; and provided further that the amount to be used or provided by Trading Co to directly or indirectly redeem or repurchase (and subsequently cancel) New Trading Hold Co Bonds shall not exceed the sum of USD50,000,000 plus 25% of Trading Co adjusted net income since the Issue Date (to the extent positive)	
Events of Default	To be agreed between the Company and the Ad Hoc Group	
Governing Law	England and Wales	
Form, Denomination and Registration	The New Trading Hold Co Bonds to be issued in minimum denominations of USD100,000 and integral multiples of USD1,000 in excess thereof	
Euroclear / Clearstream	New Trading Hold Co Bonds that are offered and sold to QIBs or institutional accredited investors to be issued in the form of a Rule 144A global note or IAI global note, respectively. New Trading Hold Co Bonds that are offered and sold outside of the United States in reliance on Regulation S to be issued in the form of a Regulation S global note. The Rule 144A global note, IAI global note and Regulation S global notes to be deposited with a common depository and registered in the name of the nominee of the common depository for the accounts of Euroclear and Clearstream	
Transfer Restrictions	The New Trading Hold Co Bonds have not been and will not be registered under the Securities Act or the securities laws of any state of the United States or of any other jurisdiction and may not be offered,	

	sold or delivered except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with all other applicable laws
Listing	Application to be made for the listing and quotation of the New Trading Hold Co Bonds

#### 4.3 Terms of the New Asset Co Bond

Issuer	Asset Co
Principal Amount	USD700,000,000
Issue Price	100%
Maturity Date	3.5 years after the Restructuring Effective Date
Interest	10% per annum, payable in kind
Interest Payment Dates	Interest on the New Asset Co Bonds capitalised semi-annually in arrears on interest payment dates to be agreed. Interest to be payable based on a 360-day year with twelve 30-day months
Mandatory Prepayment	Disposal proceeds in relation to Asset Co Assets and excess cash flows from Asset Co Assets to be applied in prepayment of the New Asset Co Bond
Redemption at the option of Asset Co	Asset Co to have the option to redeem partially or fully the New Asset Co Bond at par plus accrued interest at any time before the Maturity Date
Guarantees	None
Security	First-ranking fixed and floating charge over the Asset Co Assets
Ranking	The New Asset Co Bonds will be Asset Co's general senior obligations and rank <i>pari passu</i> in right of payment with all existing and future indebtedness of Asset Co that is not expressly subordinated to the New Asset Co Bond.
Covenants	To be agreed between the Company and the Ad Hoc Group
Events of Default	To be agreed between the Company and the Ad Hoc Group
Governing Law	England and Wales
Form, Denomination and Registration	The New Asset Co Bonds to be issued in minimum denominations of USD100,000 and integral multiples of USD1,000 in excess thereof
Euroclear / Clearstream	New Asset Co Bonds that are offered and sold to QIBs or institutional accredited investors to be issued in the form of a Rule 144A global note or IAI global note, respectively. New Asset Co Bonds that are offered and sold outside of the United States in reliance on Regulation S to be issued in the form of a Regulation S global note. The Rule 144A global note, IAI global note and Regulation S global notes to be deposited with a common depositary and registered in the name of the nominee of the common depositary for the accounts of Euroclear and Clearstream



Transfer Restrictions	The New Asset Co Bonds have not been and will not be registered under the Securities Act or the securities laws of any state of the United States or of any other jurisdiction and may not be offered, sold or delivered except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with all other applicable laws
Listing	Application to be made for the listing and quotation of the New Asset Co Bonds

#### 4.4 Terms of the Preference Shares

Issuer	Asset Co
Principal Amount	USD200,000,000
Maturity	Perpetual
Coupon	0%
Mandatory Redemption	Following the repayment or redemption of the New Asset Co Bond in full, all disposal proceeds from the Asset Co Assets and excess cash flows from the Asset Co Assets to be applied to redeem the Preference Shares
Ranking	The Preference Shares to be junior to all debt obligations of Asset Co and be preferred in a liquidation to all claims of equity holders of Asset Co