

ACCOUNT HOLDER LETTER

**For use by Account Holders in Euroclear or Clearstream
in respect of the**

£175 million 7.5% senior secured notes due 15 June 2021
(Regulation S Notes CUSIP/ISIN: XS1077577911 and
Rule 144A Notes CUSIP/ISIN: XS1077578307)
(the “Notes”)

issued by

BIBBY OFFSHORE SERVICES PLC
(the “Company”)

in relation to

The Company’s scheme of arrangement under
Part 26 of the Companies Act 2006 (the “Scheme”)

The Scheme will, if implemented, materially affect certain creditors of the Company, including the holders of the Notes.

Capitalised terms used but not defined in this Account Holder Letter shall have the same meaning as given to them in the explanatory statement relating to the Scheme dated 20 December 2017 (the “**Explanatory Statement**”), subject to any amendments or modifications made by the Court.

Persons who are account holders, i.e. recorded directly in the records of Euroclear or Clearstream as holding an interest in the Notes must use this Account Holder Letter to register details of their interests in the Notes and to make certain elections with regard to voting in respect of the Scheme and participating in the Rights Offering.

INSTRUCTIONS AND DEADLINE FOR RECEIPT OF CUSTODY INSTRUCTIONS AND ACCOUNT HOLDER LETTER

THIS ACCOUNT HOLDER LETTER HAS 3 PARTS.

Part 1 of this Account Holder Letter: Noteholder and Holding details must be completed.

Part 2 of this Account Holder Letter: In order to vote in respect of the Scheme and to participate in the Rights Offering, Part 2 (*Voting and Rights Offering Participation*) of this Account Holder Letter must be completed.

Part 3 of this Account Holder Letter: In order to be valid, this Account Holder Letter must be signed by the Account Holder.

Parts 1, 2 and 3 of this Account Holder Letter must be completed and submitted online, by email or by facsimile to the Information Agent using the contact details set out below and must be received by the Information Agent by no later than 5:00 p.m. (London time) on 9 January 2018 (the “**Voting Instruction Deadline**”). Account Holder Letters received after the Voting Instruction Deadline will not constitute valid voting instructions for the purposes of the Scheme or valid participation instructions for the purposes of the Rights Offering. If applicable, the Notes identified in this Account Holder Letter must be blocked by no later than 12:00 p.m. (London time) on 9 January 2018. Originals of this Account Holder Letter are not required.

A separate Account Holder Letter must be completed in respect of each separate beneficial holding of interest in the Notes.

You are strongly advised to read the Explanatory Statement and the Scheme and, in particular, Appendix 2 (*Instructions and guidance for Scheme Creditors and any person with an interest in the Notes*) to the Explanatory Statement, before you complete this Account Holder Letter. Appendix 2 (*Instructions and guidance for Scheme Creditors and any person with an interest in the Notes*) to the Explanatory Statement contains detailed information on the various options contained in this Account Holder Letter. All relevant documentation can be found at the Scheme Website at <https://www.debtdomain.com/>. Scheme Creditors may view and download documents relating to the Scheme from the Scheme Website once they have registered on the Scheme Website. In order to register on the Scheme Website and access the documents available on the Scheme Website, Scheme Creditors will require a username and password. The username and password can be obtained by contacting the Information Agent using the details set out below.

If the Scheme Effective Date occurs, the Scheme will become effective and binding on all Scheme Creditors, regardless of whether you voted in favour or against the Scheme or abstained from voting. The Restructuring will be complete on or around the Restructuring Effective Date (which is anticipated to occur on or around 17 January 2018).

This Account Holder Letter and any obligations arising out of or in connection with this Account Holder Letter shall be governed by, and interpreted in accordance with, English law.

FOR ASSISTANCE CONTACT THE INFORMATION AGENT:

Global Loan Agency Services Limited
45 Ludgate Hill, London, EC4M 7JU, United Kingdom

Attention: Lee Morrell / Juliette Challenger / Richard Kerry
Telephone: +44 20 3764 9321
Fax: +44 20 0597 0113
Email: astrateam@glas.agency
Scheme Website: <https://www.debtdomain.com/>

PART 1: NOTEHOLDER AND HOLDING DETAILS

SECTION 1: NOTEHOLDER DETAILS

If you are an Account Holder who has interests in the Notes for your own account (in which case, you are the beneficial owner of and/or the holder of the ultimate economic interest in the relevant Notes held in global form through the Clearing Systems with a claim in respect of any amount outstanding under the Notes as at the Record Date (being 12:00 p.m. (London time) on 9 January 2018)), **please provide all information required below.**

If you are an Account Holder who has an interest in the Notes on behalf of a Noteholder (in which case, you are not the beneficial owner of and/or the holder of the ultimate economic interest in the relevant Notes held in global form through the Clearing Systems with a claim in respect of any amount outstanding under the Notes as at the Record Date (being 12:00 p.m. (London time) on 9 January 2018)), **please identify the Noteholder on whose behalf you are submitting this Account Holder Letter. If such Noteholder does not wish to provide details of its identity, please identify a person with full legal right and authority to act on behalf of that Noteholder as its representative.**

(a) **To be completed for all Noteholders:**

Full name of Noteholder

If the Noteholder is a corporate or institution, name of authorised employee

Address of the Noteholder¹

E-mail address

Telephone number (with country code)

Date

On or before the Rights Offering Underwriting Deadline, being 5:00 p.m. (London time) on 5 January 2018, did the Noteholder (or its Nominated Recipient) (i) accede to the Subscription Agreement by executing a Subscription Agreement Accession Deed and (ii) accede to the RSLA by executing an RSLA Accession Deed, in order to underwrite the Rights Offering, pursuant to the instructions set out in the Explanatory Statement?

Yes

No

¹ If the Noteholder is a U.S. Person or located in the United States, please specify the U.S. state where the investment decision with respect to the Scheme is made.

SECTION 2: HOLDING DETAILS

Details of the Notes to which this Account Holder Letter relates

If this Account Holder Letter is delivered before the Record Date, the Account Holder on behalf of the relevant Noteholder holds the following Notes, which have been “blocked” through delivery of Custody Instructions to the relevant Clearing System by the Custody Instruction Deadline, the reference number in relation to which is identified below.

CUSIP or ISIN	Amount of Notes	Clearing System	Name of Account Holder	Clearing System Account number	Custody Instruction reference number

SECTION 3: HOLDING DETAILS

Required KYC Information

Each Noteholder must provide the following KYC Information (and such additional KYC Information as the Calculation and Settlement Agent may request) in respect of such Noteholder or its Nominated Recipient(s) (as applicable) to the Calculation and Settlement Agent by the Voting Instruction Deadline in order for such Noteholder or its Nominated Recipient(s) (as applicable) to receive any Post-Restructuring Equity on the Restructuring Effective Date.

By providing such KYC Information to the Calculation and Settlement Agent, you consent and direct the Calculation and Settlement Agent (on behalf of yourself or your Nominated Recipient(s) (as applicable)) to provide copies of such KYC Information to any other person who may also be required to carry out “know your customer” checks in respect of yourself or your Nominated Recipient(s) (as applicable) in connection with the Restructuring.

(A) Investment Funds and other Pooled Investment Vehicles (“Funds”)

Any Fund in respect of which KYC Information is required must provide the following:

- If the Fund is listed on a stock exchange, evidence of the Fund’s stock exchange listing

OR

- If the Fund is not listed on a stock exchange:
 - Proof of sponsorship (e.g. Investment / Collateral / Portfolio Management Agreement or a Letter from the Manager);
 - Evidence of the Fund’s sponsor / manager’s regulatory authorisation in an “equivalent jurisdiction”²; AND
 - Written confirmation from the Fund’s sponsor / manager of the beneficial ownership of any partner in the Fund that holds (directly or indirectly) 25% or more of the capital / interest in the Fund

OR

- If the sponsor / manager of the Fund is not regulated in an “equivalent jurisdiction” and the Fund is not listed on a stock exchange, certified copies of the following:
 - At least TWO of the following, in order to confirm the Fund’s name; date and country of incorporation / registration; official identification number; registered office address; and principal place of business / operations (if different to the registered office):
 - Certificate of Formation (or equivalent)
 - Limited Partnership Agreement or equivalent constitutional documentation
 - Latest audited financial statements (or extracts thereof)

² “Equivalent jurisdictions” specifically include: Australia, Austria, Belgium, Bulgaria, Canada, Cayman Islands, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey, Hong Kong, Hungary, Iceland, Ireland, Isle of Man, Italy, Japan, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, United Kingdom, United States of America

- Such of the following as are necessary to verify the identity of the company / family office's beneficial owners, directors, ultimate controllers and authorised signatories:
 - Register of limited partners (including percentage holdings)
 - Authorised signatory list
 - If any partner in the Fund holds (directly or indirectly) 25% or more of the capital/interest in the Fund KYC Information must be provided in accordance with the legal nature of such person
 - If any partner in the Fund ultimately controls (directly or indirectly) the voting rights in the Fund or otherwise exercises control over the management of the Fund, KYC Information must be provided in accordance with the legal nature of such person

(B) Corporate Entities / Family Offices

Any corporate entity or family office in respect of which KYC Information is required must provide certified copies of the following:

1. At least TWO of the following, in order to confirm the company / family office's name; date and country of incorporation / registration; official identification number; registered office address; and principal place of business / operations (if different to the registered office):
 - Certificate of Incorporation (or equivalent)
 - Memorandum and Articles of Association or equivalent constitutional documentation
 - Latest audited financial statements (or extracts thereof)

AND

2. Such of the following as are necessary to verify the identity of the company / family office's beneficial owners, directors, ultimate controllers and authorised signatories:
 - Share register
 - Directors register
 - Authorised signatory list
 - Structure chart
 - If any shareholder / beneficial owner owns or controls (directly or indirectly) 25% or more of the shares, voting rights or capital of the company / family office, KYC Information must be provided in accordance with the legal nature of such person
 - If any person exercises ultimate effective control over the company / family office, KYC Information must be provided in accordance with the legal nature of such person

(C) Individuals

Any individual in respect of whom KYC Information is required must provide the following:

1. Certified copy of any ONE of the following forms of photographic identification:
 - Full valid passport

- National identity card
- Current photocard driving licence

AND

2. Certified copy of any ONE of the following forms of address verification (dated within the last six months):
 - Utility bill (excluding mobile phone bills)
 - Council tax bill
 - Bank statement

PART 2: VOTING AND RIGHTS OFFERING PARTICIPATION

SECTION 1: ACCOUNT HOLDER CONFIRMATIONS

The Account Holder named below in Part 3 (*Execution of Account Holder Letter by Account Holder*) for itself hereby confirms to the Company, the Guarantors and the Information Agent as follows (select “yes” or “no” as appropriate for each item):

- A: That all authority conferred or agreed to be conferred pursuant to this Account Holder Letter and every obligation of the Account Holder under this Account Holder Letter (including any elections made in this Account Holder Letter) shall be binding upon the successors and assigns of the Account Holder (in the case of a corporation or institution) or the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the Account Holder (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may be) of the Account Holder and that all of the information in this Account Holder Letter is complete and accurate.

Yes

No

- B. That the Account Holder has irrevocably instructed Euroclear or Clearstream, as the case may be, to block the Notes identified in Part 1 Section 2 (*Holding Details*) of this Account Holder Letter before the date that this Account Holder Letter is delivered to the Information Agent and that the applicable reference number for each such Custody Instruction appears in this Account Holder Letter under “Custody Instruction reference number” in Part 1 Section 2 (*Holding Details*) of the Account Holder Letter.

Yes

No

- C. That, in relation to the Notes identified in Part 1 Section 2 (*Holding Details*) of this Account Holder Letter, the Account Holder has authority to (i) give the voting and Rights Offering instructions set out in Part 2 Section 3 (*Voting and Rights Offering Participation*) of this Account Holder Letter and, if applicable, to nominate the person named in Part 2 Section 3 (*Voting and Rights Offering Participation*) of this Account Holder Letter to attend the Scheme Meeting, and (ii) make the elections and/or give the confirmations on behalf of the Noteholder.

Yes

No

An Account Holder who is unable to confirm “yes” in respect of paragraphs A to C above should contact the Information Agent using the contact details set out in this Account Holder Letter for assistance.

By delivering this Account Holder Letter to the Information Agent, the Account Holder confirms for itself, or for the Noteholder on whose behalf it is acting, that it agrees that it, or the Noteholder (or its Nominated Recipient(s), as applicable), shall be deemed to have made the representations, warranties and undertakings set out in Schedules 1, 2 and 3, as applicable, to this Account Holder Letter in favour of the Company and the Information Agent as at the date on which this Account Holder Letter is delivered to the Information Agent.

SECTION 2: VOTING AND RIGHTS OFFERING PARTICIPATION

(D) Attendance at the Scheme Meeting

The Noteholder wishes:

Tick only ONE of the boxes below

to appoint the Information Agent as its proxy to attend and vote on its behalf at the Scheme Meeting (*please now only complete paragraph (B) (Appointment of proxy and voting instructions to proxy) and paragraph (D) (Indication of voting intention (for Noteholders that intend to attend and vote at the Scheme Meeting in person)) below*)

to attend and vote at the Scheme Meeting in person or by duly authorised representative of a corporation (*please now only complete paragraph (C) (Indication of voting intention) and paragraph (D) (Indication of voting intention (for Noteholders that intend to attend and vote at the Scheme Meeting in person)) below and provide your passport/ID number*)

Please provide your Passport or ID number: _____ (*you must bring the Passport/ID to the Meeting to confirm your identity*)

to appoint a proxy (other than the Information Agent) to attend and vote on its behalf at the Scheme Meeting (*please now only complete paragraph (B) (Appointment of proxy and voting instructions to proxy) and paragraph (D) (Indication of voting intention (for Noteholders that intend to attend and vote at the Scheme Meeting in person)) below*)

(E) Appointment of proxy and voting instructions to proxy

The Noteholder wishes to appoint (and the Account Holder is hereby authorised to appoint on its behalf):

Tick only ONE of the boxes below

the Information Agent (*tick box if appropriate*); or

the following individual (*tick box if appropriate and fill in the details immediately below*)

Name:

Address:

Passport Number:

or failing him/her:

(Name): (“**Alternate 1**”)

(Address):

(Passport number):

or failing Alternate 1:

the Chairman

as its proxy and wishes its proxy to vote:

Tick only ONE of the boxes below.

FOR the Scheme

AGAINST the Scheme

(F) Indication of voting intention (for Noteholders that intend to attend and vote at the Scheme Meeting in person)

The Noteholder intends to attend and vote (and the Account Holder is hereby authorised to vote on its behalf) at the Scheme Meeting as follows. The Noteholder understands that this expression of intention is not binding and that it may vote as it sees fit at the Scheme Meeting (provided the authorised representative of a Noteholder wishing to attend the Scheme Meeting must bring his or her passport to the Scheme Meeting):

Tick only ONE of the boxes below

FOR the Scheme

AGAINST the Scheme

(G) Indication of intention to participate in the Rights Offering

The Noteholder:

Tick only ONE of the boxes below

wishes to participate in the Rights Offering³ (please now complete paragraphs (E) and (F) below).

You must include your KYC Information.

wishes to nominate another person to participate in the Rights Offering⁴ (please now complete paragraphs (E), (F) and (G) below).

You must include KYC Information for the Nominated Recipient.

³ By agreeing to participate in the Rights Offering, a Noteholder hereby authorises the Calculation and Settlement Agent to accede to the Escrow Agreement on its behalf and agrees to fund its Rights Offering Participants' Amount by no later than 6:00 p.m. (London time) on 12 January 2018. If such Noteholder fails to fund by this time, it will not be eligible to receive its pro rata share of the Rights Offering Shares.

⁴ By agreeing to participate in the Rights Offering, a Nominated Recipient hereby authorises the Calculation and Settlement Agent to accede to the Escrow Agreement on its behalf and agrees to fund its Rights Offering Participants' Amount by no later than 6:00 p.m. (London time) on 12 January 2018. If such Nominated Recipient fails to fund by this time, it will not be eligible to receive its pro rata share of the Rights Offering Shares.

does not wish to participate in the Rights Offering.

(H) Indication of maximum level of commitment to the Rights Offering (for Noteholders that wish to participate in the Rights Offering)

The Noteholder (or its Nominated Recipient, if applicable) wishes to commit the following maximum amount to the Rights Offering⁵:

£ _____.⁶

(I) U.S. securities law representations (for Noteholders that wish to participate in the Rights Offering)

The Noteholder (or its Nominated Recipient, if applicable):

Tick only ONE of the boxes below

is a U.S. Person or located in the United States, is not a Disqualified Person and elects to purchase TopCo Shares pursuant to Regulation D of the Securities Act and give the representations set forth in Schedules 1 and 2 of Part 3 below.

You must complete the Questionnaire set forth in Schedule 4.

is not a U.S. Person or located in the United States, is not a Disqualified Person and elects to purchase TopCo Shares pursuant to Regulation S of the Securities Act and give the representations set forth in Schedules 1 and 3 of Part 3 below.

(J) Nominated Recipient (for Noteholders nominating another person to receive their Non-Rights Offering Shares and/or subscribe to their pro rata share of the Rights Offering)

The Noteholder nominates the following person(s) to be its Nominated Recipient(s) (you must include KYC Information for each Nominated Recipient):

Tick the boxes that apply below

In respect of all of my Non-Rights Offering Shares:

Name:

Address:

In respect of all of my Rights Offering entitlement:

Name:

Address:

⁵ The Calculation and Settlement Agent will give notice to the Rights Offering Participant of its allocated portion of the Rights Offering and the amount that it is required to fund.

⁶ Notwithstanding the amount indicated, the Rights Offering Participants' Amount will be calculated by the Calculation and Settlement Agent in the manner described in the definition of the Rights Offering Participants' Amount as set out in Clause 1.1 of the Scheme and may be less than the maximum amount indicated but shall not in any circumstances be more. The amount indicated by the Calculation and Settlement Agent must be funded into the Escrow Account by a Rights Offering Participant (that is not also a Rights Offering Underwriter) by no later than 6:00 p.m. (London time) on 12 January 2018.

PART 3: EXECUTION OF ACCOUNT HOLDER LETTER BY ACCOUNT HOLDER

Full name of Account Holder

Address of the Account Holder

Clearing System and Clearing System account number of Notes account

(print name)

Authorised employee of the Account Holder

Telephone number of the authorised employee (with country code)

E-mail of the authorised employee

(sign)

Authorised employee's signature

Date

Before returning this Account Holder Letter, please make certain that you have provided all the information requested.

By signing above, the Account Holder confirms that it has obtained all necessary consents, authorisations, approvals and/or permissions required to be obtained by it under the laws and regulations applicable to it in any jurisdiction in order to sign this Account Holder Letter for itself or on behalf of the Noteholder (as applicable).

Acceptance of this Account Holder Letter by the Information Agent is subject to the relevant Clearing System confirming to the satisfaction of the Information Agent that the Notes identified in Part 2 of this Account Holder Letter have been blocked with effect from the date of this Account Holder Letter. In addition, the acceptance of this Account Holder Letter by the Information Agent is subject to the Information Agent reconciling the Custody Instruction reference number allocated by Euroclear or Clearstream. Information in this Account Holder Letter must be consistent with such Custody Instructions and, in the event of any ambiguity, the Custody Instructions shall take precedence.

If the Account Holder is acting on behalf of a Noteholder, such Account Holder must obtain the authorisation of the Noteholder to complete and submit this Account Holder Letter on behalf of the Noteholder.

Online, scanned or PDF copies of this Account Holder Letter will be accepted and originals are not required.

SCHEDULE 1

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

Voting Representations, Warranties and Undertakings

Each Noteholder (and its Nominated Recipient(s), as applicable) which submits, delivers or procures the delivery of an Account Holder Letter represents, warrants and undertakes to the Company, the Guarantors, the Trustee, the Security Agent and the Information Agent that:

- (a) it has received, and has reviewed, the Scheme and the Explanatory Statement;
- (b) it accepts and acknowledges the statements made in “Important Notice to Scheme Creditors” and “Important Securities Law Notice” in the Explanatory Statement;
- (c) it has complied with all laws and regulations applicable to it with respect to the Scheme and this Account Holder Letter;
- (d) it is lawful to seek voting instructions from that Noteholder in respect of the Scheme;
- (e) it: (i) has reviewed all information, including the disclosure document, if any, that it believes is necessary or appropriate in connection with its election to receive the Rights Offering Shares and the Non-Rights Offering Shares (as applicable); (ii) has made its own assessment and has satisfied itself concerning the relevant tax, legal, currency and other economic considerations relevant to its investment in the Rights Offering Shares and the Non-Rights Offering Shares (as applicable); and (iii) possesses such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its prospective investment in the Rights Offering Shares and the Non-Rights Offering Shares (as applicable).
- (f) it (and each other person, if any, for whose account it is receiving the Rights Offering Shares and the Non-Rights Offering Shares (as applicable)), in the normal course of business, invests in or purchases securities similar to the Rights Offering Shares and the Non-Rights Offering Shares (as applicable) and has the ability to bear the economic risk of its investment in the Rights Offering Shares and the Non-Rights Offering Shares (as applicable), has adequate means of providing for its current and contingent needs, has no need for liquidity with respect to its investment in the Rights Offering Shares and the Non-Rights Offering Shares (as applicable), and is able to sustain a complete loss of its investment in the Rights Offering Shares and the Non-Rights Offering Shares (as applicable).
- (g) it is assuming all of the risks inherent in that Noteholder participating in the Scheme and has undertaken all the appropriate analysis of the implications of participating in the Scheme for that Noteholder without relying on the Company, the Guarantors or the Information Agent (other than any representations or warranties given in favour of that Noteholder by the Company and the Guarantors under the Explanatory Statement and, if applicable, the RSLA to which that Noteholder is a party);
- (h) the Notes which are the subject of the Account Holder Letter are, at the time of delivery of such Account Holder Letter, held by it (directly or indirectly) or on its behalf at the relevant Clearing System (and that Noteholder will use all reasonable endeavours to ensure that those Notes will continue to be so held up to and including the Restructuring Effective Date);
- (i) it has not given voting instructions or submitted an Account Holder Letter with respect to Notes other than those which are the subject of this Account Holder Letter;
- (j) by instructing the relevant Clearing System, it will be deemed to have authorised the relevant Clearing System to provide details concerning its identity, the Notes which are the subject of the Account Holder Letter delivered on its behalf and its applicable account details to the Company

and the Information Agent and their respective legal advisors at the time the Account Holder Letter is submitted;

- (k) it agrees to be bound by the terms of the Scheme from (and including) the Restructuring Effective Date, regardless of whether it voted for or against the Scheme or abstained from voting, and agrees not to take any step, action or proceeding to challenge the Scheme or enforce the terms of the Notes in effect prior to the Restructuring Effective Date unless permitted to do so (and only to the extent permitted) by the Indenture;
- (l) it empowers, authorises, requests and instructs the Trustee, the Security Agent, the Company, the Guarantors and the Information Agent and any of their officers, employees or agents to do all such things as may be necessary or expedient to carry out or give effect to the Scheme and the Restructuring and it declares and acknowledges that:
 - (i) none of the Trustee, the Security Agent or the Information Agent or any of their officers, employees, agents and advisors (each such person, a “**Relying Person**”) will be held responsible for any liabilities or consequences arising directly or indirectly (i) as a result of acts taken by them, in relation to or pursuant to the Scheme (other than by reason of their fraud, gross negligence or wilful default) and/or (ii) arising out of, the preparation, negotiation or implementation of the Scheme, the Restructuring, or in connection with the Notes, the Guarantees or the Security, and it further declares that none of the Relying Persons has responsibility for the terms of the Scheme; and
 - (ii) it will not take any action or commence or pursue any proceeding or claim against any of the Relying Persons in respect of any claim it might have against any of them or in respect of any act or omission of any kind by any Relying Person in relation to the Scheme (other than by reason of their fraud, gross negligence or wilful default), and it hereby expressly and unreservedly waives its rights to take such proceedings;
- (m) neither the Information Agent, the Trustee, the Security Agent, the Ad Hoc Committee, York Capital nor any of their affiliates, directors, officers or employees has made any recommendation as to whether, or how, to vote in relation to the Scheme, and that it has made its own decision with regard to voting based on any legal, tax or financial advice that it has deemed necessary to seek;
- (n) all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings shall be binding on the successors and assigns of that Noteholder (in the case of a corporation or institution) or the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of that Noteholder (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may be) of that Noteholder; and
- (o) no information has been provided to it by the Group, the Guarantors, the Information Agent, the Trustee, the Security Agent or any of their respective affiliates, directors, officers, advisors or employees with regard to the tax consequences to that Noteholder arising from voting in favour of the Scheme, and that it is solely liable for any taxes or similar payments imposed on it under the laws of any applicable jurisdiction as a result of voting in favour of the Scheme, and that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Group, the Guarantors, the Information Agent or any of their affiliates, directors, officers, advisors or employees in respect of such taxes or similar payments.

Any Scheme Creditor that is unable to give any of the representations, warranties or undertakings above should contact the Information Agent for assistance.

SCHEDULE 2

RIGHTS OFFERING PARTICIPANTS

REGULATION D

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

Voting Representations, Warranties and Undertakings

Each Noteholder (or its Nominated Recipient, as applicable) which elects to participate in the Rights Offering and who is a U.S. Person or located in the United States represents, warrants and undertakes to the Company, the Guarantors, the Trustee, the Security Agent and the Information Agent that:

- (a) all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings shall be binding on the successors and assigns of that Noteholder (in the case of a corporation or institution) or the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of that Noteholder (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may be) of that Noteholder;
- (b) it is not an affiliate of the Company and it is both (i) a “qualified institutional buyer” (as such terms is defined in Rule 144A under the Securities Act) (a “**Qualified Institutional Buyer**”), and (ii) an “accredited investor” (as such term is defined in Rule 501 of Regulation D under the Securities Act);
- (c) it is acquiring the TopCo Shares for its own account, or the accounts of one or more persons each of whom is a Qualifying Investor with respect to which it exercises sole investment discretion, and for investment purposes and not with any intention to resell, distribute, or otherwise dispose of or fractionalise such TopCo Shares, in whole or in part;
- (d) it understands that the TopCo Shares have not been and will not be registered under the Securities Act and, therefore, can only be resold if such TopCo Shares are offered and sold by it: (i) in an offshore transaction complying with Regulation S under the Securities Act; (ii) in a transaction exempt from registration under the Securities Act pursuant to Rule 144 thereunder (if available); (iii) to a person whom it reasonably believes is a Qualified Institutional Buyer that is purchasing for its own account or for the account of one or more persons each of whom is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A under the Securities Act; (iv) pursuant to an effective registration statement under the Securities Act; or (v) pursuant to any other available exemption from the registration requirements of the Securities Act, and in each of cases (i) through (iv) in accordance with any applicable securities laws of any state of the United States and any other jurisdiction. It understands that no one has any obligation to register the TopCo Shares under the Securities Act;
- (e) it understands that TopCo Shares will be acquired by it in transactions not involving any public offering within the meaning of the Securities Act, but in reliance on one or more exemptions therefrom. It understands that the TopCo Shares have not been, and will not be, approved or disapproved by the U.S. Securities and Exchange Commission or by any other federal or state agency, and that no such agency has passed on the accuracy or adequacy of disclosures made to it by the Company;
- (f) it understands that the information provided herein will be relied upon by the Company for the purpose of determining its eligibility to purchase the TopCo Shares. It agrees to provide, if requested, any additional information that may reasonably be required to determine its eligibility to purchase the TopCo Shares;
- (g) it hereby acknowledges that the Company would be unable to rely on the exemption from the registration requirements under the Securities Act provided by Rule 506(c) of Regulation D under the Securities Act (the “**Exemption**”) if any person that beneficially owns (or will own following the Restructuring Effective Date) 20% or more of the relevant issuer’s outstanding

voting equity securities or any promotor for such issuer has experienced a “Bad Actor” disqualification event (each such event, a “**Disqualifying Event**”), as listed in Rule 506(d)(1) of Regulation D under the Securities Act. It hereby represents and warrants that neither it nor any of its directors, general partners, managing members, executive officers nor any other person affiliated with it, whose experience of a Disqualifying Event may prevent an issuer of TopCo Shares from relying on the Exemption with respect to the offer and sale of the TopCo Shares (each such person, a “**Relevant Person**”), has experienced a Disqualifying Event. It hereby undertakes promptly to notify the Company if, at any time, it or any of the Relevant Persons experience a Disqualifying Event or it becomes aware that any of the representations and warranties given above prove to be untrue or incorrect, in whole or in part; and

- (h) it understands that any TopCo Shares issued in the Rights Offering and through the Rights Offering Underwriting (if applicable) that are issued in certificated form will bear a legend in, or substantially in, the following form:

“THIS SECURITY HAS BEEN ISSUED IN A TRANSACTION THAT HAS NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR FOR WHICH IT HAS PURCHASED SECURITIES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE RESALE RESTRICTION TERMINATION DATE, WHICH IS ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY), ONLY (A) TO THE ISSUER OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”), TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT, OR (E) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, AND ANY APPLICABLE LOCAL LAWS AND REGULATIONS AND FURTHER SUBJECT TO THE ISSUER’S AND THE TRUSTEE’S RIGHTS PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM.”

SCHEDULE 3

RIGHTS OFFERING PARTICIPANTS

REGULATION S

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

Voting Representations, Warranties and Undertakings

Each Noteholder (or its Nominated Recipient, as applicable) which elects to participate in the Rights Offering and who is not U.S. Person and not located in the United States represents, warrants and undertakes to the Company, the Guarantors, the Trustee, the Security Agent and the Information Agent that:

- (a) all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings shall be binding on the successors and assigns of that Noteholder (in the case of a corporation or institution) or the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of that Noteholder (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may be) of that Noteholder;
- (b) if it is located or resident in a Relevant Member State, it is a “qualified investor” (as such term is defined in the Prospectus Directive) and it is acting for its own account, or, if it is acting as agent, either each principal it is acting for is a qualified investor or it has full discretion to make investment decisions in relation to the offer;
- (c) it is not an affiliate of the Company and it is not a “U.S. Person” (as such term is defined in Regulation S under the Securities Act) or a dealer or professional fiduciary acting for the benefit or account of a U.S. Person (each such person, a “Qualifying Investor”);
- (d) it is acquiring the TopCo Shares for its own account, or the accounts of one or more persons each of whom is a Qualifying Investor with respect to which it exercises sole investment discretion, and for investment purposes and not with any intention to resell, distribute, or otherwise dispose of or fractionalise such TopCo Shares, in whole or in part;
- (e) it understands that TopCo Shares have not been and will not be registered under the Securities Act and, therefore, can only be resold if such TopCo Shares are offered and sold by it: (i) in an offshore transaction complying with Regulation S under the Securities Act; (ii) in a transaction exempt from registration under the Securities Act pursuant to Rule 144 thereunder (if available); (iii) to a person whom it reasonably believes is a Qualified Institutional Buyer that is purchasing for its own account or for the account of one or more persons each of whom is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A under the Securities Act; (iv) pursuant to an effective registration statement under the Securities Act; or (v) pursuant to any other available exemption from the registration requirements of the Securities Act, and in each of cases (i) through (iv) in accordance with any applicable securities laws of any state of the United States and any other jurisdiction. It understands that no one has any obligation to register the TopCo Shares under the Securities Act;
- (f) it understands that the TopCo Shares will be acquired by it in transactions not involving any public offering within the meaning of the Securities Act, but in reliance on one or more exemptions therefrom. It understands that the TopCo Shares have not been, and will not be, approved or disapproved by the U.S. Securities and Exchange Commission or by any other federal or state agency, and that no such agency has passed on the accuracy or adequacy of disclosures made to it by the Company;
- (g) it understands that the information provided herein will be relied upon by the Company for the purpose of determining its eligibility to purchase the TopCo Shares. It agrees to provide, if requested, any additional information that may reasonably be required to determine its eligibility to purchase the TopCo Shares; and

- (h) it understands that any TopCo Shares issued in the Rights Offering and through the Rights Offering Underwriting (if applicable) that are issued in certificated form will bear a legend in, or substantially in, the following form:

“THIS SECURITY HAS BEEN ISSUED IN A TRANSACTION THAT HAS NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR FOR WHICH IT HAS PURCHASED SECURITIES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE RESALE RESTRICTION TERMINATION DATE, WHICH IS 40 DAYS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE DATE ON WHICH THIS SECURITY WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF THE REGULATION S), ONLY (A) TO THE ISSUER OR ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”), TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT, OR (E) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, AND ANY APPLICABLE LOCAL LAWS AND REGULATIONS AND FURTHER SUBJECT TO THE ISSUER’S AND THE TRUSTEE’S RIGHTS PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM.”

SCHEDULE 4

PURCHASER QUESTIONNAIRE

To: [TopCo]

This purchaser questionnaire (“**Questionnaire**”) must be completed by each potential investor that is a U.S. Person or located in the United States in connection with the offer and sale of the voting ordinary shares (the “**Securities**”) of TopCo in connection with the Rights Offering. The Securities are being offered and sold by TopCo without registration under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), and the securities laws of certain U.S. states, in reliance on the exemptions contained in Regulation S of the Securities Act and on Regulation D promulgated thereunder and in reliance on similar exemptions under applicable U.S. state laws. Potential investors who are in the United States or who are U.S. Persons and who are not both qualified institutional buyers (within the meaning of Rule 144A under the Securities Act) and accredited investors (within the meaning of Rule 501 of Regulation D under the Securities Act) are not eligible to purchase the Securities. Natural persons are not eligible to purchase the Securities. TopCo must determine that a potential investor meets certain suitability requirements before offering or selling the Securities to such investor. The purpose of this Questionnaire is to assure TopCo that each investor will meet the applicable suitability requirements. The information supplied by you will be used in determining whether you meet such criteria, and reliance upon the private offering exemptions from registration is based in part on the information herein supplied. Capitalised terms used but not defined in this Questionnaire shall have the same meaning as given to them in the explanatory statement dated 20 December 2017 (subject to any amendments or modifications made by the Court) to which this Questionnaire is attached.

This Questionnaire does not constitute an offer to sell or a solicitation of an offer to buy any security. By signing this Questionnaire, you will be authorising TopCo to provide a completed copy of this Questionnaire to such parties as TopCo deems appropriate in order to ensure that the offer and sale of the Securities will not result in a violation of the Securities Act or the securities laws of any state and that you otherwise satisfy the suitability standards applicable to purchasers of the Securities. All potential investors must answer all applicable questions and complete, date and sign this Questionnaire. Please print or type your responses and attach additional sheets of paper if necessary to complete your answers to any item.

Please note that the Company and/or TopCo may request additional information to verify the statements made herein in order to comply with applicable securities laws and you hereby acknowledge that you will not be permitted to acquire any securities until such information is provided.

PART A. BACKGROUND INFORMATION

Name of Beneficial Owner of the Securities:

Business Address: _____

(Number and Street)

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Type of entity: _____

State of formation: _____

Approximate Date of formation:

Were you formed for the purpose of investing in the securities being offered? Yes No

PART B. ACCREDITED INVESTOR QUESTIONNAIRE

In order for TopCo to offer and sell the Securities in conformance with U.S. state and federal securities laws, the following information must be obtained regarding your investor status. Please initial each category applicable to you as a purchaser of Securities of TopCo:

- (1) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;
- (2) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”);
- (3) An insurance company as defined in Section 2(a)(13) of the Securities Act;
- (4) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that act;
- (5) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- (6) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;
- (7) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (8) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- (9) An organisation described in Section 501(c)(3) of the Internal Revenue Code, a corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000;
- (10) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in TopCo;
- (11) An entity in which all of the equity owners qualify under any of the above subparagraphs. If the undersigned belongs to this investor category only, list the equity owners of the undersigned, and the investor category which each such equity owner satisfies.

PART C. BAD ACTOR QUESTIONNAIRE

1. During the past ten years, have you been convicted of any felony or misdemeanor that is related to any securities matter?

Yes (If yes, please continue to Question 1.a)

No (If no, please continue to Question 2)

- a) If your answer to Question 1 was “yes”, was the conviction related to: (i) the purchase or sale of any security; (ii) the making of any false filing with the Securities and Exchange Commission (the “SEC”); or (iii) the conduct of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities?

Yes No

2. Are you subject to any court injunction or restraining order entered during the past five years that is related to any securities matter?

Yes (If yes, please continue to Question 2.a)

No (If no, please continue to Question 3)

- a) If your answer to Question 2 was “yes”, does the court injunction or restraining order currently restrain or enjoin you from engaging or continuing to engage in any conduct or practice related to: (i) the purchase or sale of any security; (ii) the making of any false filing with the SEC; or (iii) the conduct of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities?

Yes No

3. Are you subject to any final order⁷ of any governmental commission, authority, agency or officer⁸(2) related to any securities, insurance or banking matter?

Yes (If yes, please continue to Question 3.a)

No (If no, please continue to Question 4)

- a) If your answer to Question 3 was “yes”:

- i) Does the order currently bar you from: (i) associating with an entity regulated by such commission, authority, agency or officer; (ii) engaging in the business of securities, insurance or banking; or (iii) engaging in savings association or credit union activities?

Yes No

- ii) Was the order (i) entered within the past ten years and (ii) based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct?

Yes No

4. Are you subject to any SEC disciplinary order?⁹(3)

Yes (If yes, please continue to Question 4.a)

⁷ A “final order” is defined under Rule 501(g) as a written directive or declaratory statement issued by a federal or state agency described in Rule 506(d)(1)(iii) under applicable statutory authority that provides for notice and an opportunity for a hearing, and that constitutes a final disposition or action by such federal or state agency.

⁸ You may limit your response to final orders of: (i) state securities commissions (or state agencies/officers that perform a similar function); (ii) state authorities that supervise or examine banks, savings associations or credit unions; (iii) state insurance commissions (or state agencies/officers that perform a similar function); (iv) federal banking agencies; (v) the U.S. Commodity Futures Trading Commission; or (vi) the U.S. National Credit Union Administration.

⁹ You may limit your response to disciplinary orders issued pursuant to Sections 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act of 1940 (the “Advisers Act”).

No (If no, please continue to Question 5)

- a) If your answer to Question 4 was “yes”, does the order currently: (i) suspend or revoke your registration as a broker, dealer, municipal securities dealer or investment adviser; (ii) place limitations on your activities, functions or operations; or (iii) bar you from being associated with any particular entity or class of entities or from participating in the offering of any penny stock?

5. Are you subject to any SEC cease and desist order entered within the past five years?

Yes (If yes, please continue to Question 5.a)

No (If no, please continue to Question 6)

- a) If your answer to Question 5 was “yes”, does the order currently require you to cease and desist from committing or causing a violation or future violation of (i) any knowledge-based anti-fraud provision of the U.S. federal securities laws¹⁰ or (ii) Section 5 of the Securities Act?

Yes No

6. Have you been suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association?

Yes (If yes, please describe the basis of any such suspension or expulsion and any related details in the space provided under Question 10 below)¹¹

No (If no, please continue to Question 7)

7. Have you registered a securities offering with the SEC, made an offering under Regulation A or been named as an underwriter in any registration statement or Regulation A offering statement filed with the SEC?

Yes (If yes, please continue to Question 7.a)

No (If no, please continue to Question 8)

- a) If your answer to Question 7 was “yes”:

- i) During the past five years, was any such registration statement or Regulation A offering statement the subject of a refusal order, stop order or order suspending the Regulation A exemption?

Yes No

- ii) Is any such registration statement or Regulation A offering statement currently the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?

Yes No

8. Are you subject to a U.S. Postal Service false representation order entered within the past five years?

¹⁰ Including (but not limited to) Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, Section 15(c)(1) of the Exchange Act, and Section 206(1) of the Advisers Act or any other rule or regulation thereunder.

¹¹ In providing additional information, please explain whether or not the suspension or expulsion resulted from “any act or omission to act constituting conduct inconsistent with just and equitable principles of trade.”

Yes No

- 9. Are you currently subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the U.S. Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?**

Yes No

- 10. In the space provided below, describe any facts or circumstances that caused you to answer “yes” to any Question (indicating the corresponding Question number). Attach additional pages if necessary.**