

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
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SAS AB, *et al.*, : Case No. 22-10925 (MEW)
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Debtors.¹ : (Jointly Administered)
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REGISTRATION FORM FOR DISTRIBUTION OF CVNS AND AVAILABLE CASH UNDER CHAPTER 11 PLAN AND SWEDISH REORGANIZATION PLAN

To: Holders of Commercial Hybrid Claims in Class 5 against SAS AB

PLEASE NOTE THAT THE INFORMATION COLLECTED THROUGH THIS FORM, INCLUDING THE EXHIBIT ATTACHED HERETO (COLLECTIVELY, THE “**REGISTRATION FORM**”), IS NEEDED (I) TO SATISFY THE CONDITIONS PRECEDENT SET FORTH IN THE CHAPTER 11 PLAN (AS DEFINED BELOW) FOR RECEIPT OF ANY CVNS² YOU MAY BE ENTITLED TO AND (II) FOR THE REORGANIZED DEBTORS TO EFFECT THE ISSUANCE AND DISTRIBUTIONS OF CVNS AND AVAILABLE CASH,³ IN EACH CASE, AS APPLICABLE, AND TO THE EXTENT SET FORTH IN THE CHAPTER 11 PLAN AND SWEDISH REORGANIZATION PLAN (EACH AS DEFINED BELOW).

I. Background

On July 5, 2022, SAS AB and its debtor subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), commenced voluntary cases under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

¹ The Debtors in these chapter 11 cases are SAS AB, SAS Danmark A/S, SAS Norge AS, SAS Sverige AB, Scandinavian Airlines System Denmark-Norway-Sweden, Scandinavian Airlines of North America Inc. (2393), Gorm Asset Management Ltd., Gorm Dark Blue Ltd., Gorm Deep Blue Ltd., Gorm Sky Blue Ltd., Gorm Warm Red Ltd., Gorm Light Blue Ltd., Gorm Ocean Blue Ltd., and Gorm Engine Management Ltd. The Debtors’ mailing address is AVD kod: STOUU-T, SE-195 87 Stockholm, Sweden.

² “CVNs” means Contingent Value Notes to be issued by SAS GUC Entity, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, established in accordance with the Chapter 11 Plan and the GUC Documents (as defined in the Chapter 11 Plan) in the principal amount equal to a portion of the GUC Cash (as defined in the Chapter 11 Plan) as set forth in Section 5.4(b) of the Chapter 11 Plan.

³ “Available Cash” means an aggregate amount of Cash (as defined in the Chapter 11 Plan) equal to the GUC Cash less the portion of GUC Cash funded to the GUC Entities (as defined in the Chapter 11 Plan) in the legal tender of the Kingdom of Sweden in accordance with the Chapter 11 Plan and the GUC Agreement (as defined in the Chapter 11 Plan) less the portion of the GUC Cash, if any, required to fund the Convenience Class Funding Amount (as defined in the Chapter 11 Plan).

On February 7, 2024, the Debtors filed the *Second Amended Joint Chapter 11 Plan of Reorganization of SAS AB and Its Subsidiary Debtors* [ECF No. 1936] (as may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the “**Chapter 11 Plan**”). On March 22, 2024, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming Second Amended Joint Chapter 11 Plan of Reorganization of SAS AB and Its Subsidiary Debtors* [Docket No. 2347] (the “**Confirmation Order**”), which confirmed the Chapter 11 Plan.⁴

On March 27, 2024, SAS AB commenced a Swedish company reorganization proceeding (Sw. *företagsrekonstruktion*) under the Swedish Act on Company Reorganization (Sw. *lag (2022:964) om företagsrekonstruktion*) in the Stockholm District Court, *Case No. Å 5580-24* (the “**Swedish Reorganization**”).

Pursuant to the Chapter 11 Plan and, insofar as it relates to Allowed General Unsecured Claims against SAS AB, the reorganization plan to be approved as part of the Swedish Reorganization (the “**Swedish Reorganization Plan**”), each holder of an Allowed Commercial Hybrid Bond Claim against SAS AB in Class 5 (collectively, the “**Allowed Claims**”), is entitled to receive CVNs and Available Cash in accordance with the terms set forth in the Chapter 11 Plan, Confirmation Order, and Swedish Reorganization Plan, as of the Effective Date.

The CVNs will be contingent value notes due in 2033, denominated in Euros, subject to limited recourse provisions and a springing maturity described in the terms and conditions of the CVNs, the form of which is included in the *Information Regarding GUC Interests and Related GUC Documents*, attached as Exhibit A to the *Notice of Filing of Plan Supplement in Connection with Second Amended Joint Chapter 11 Plan of Reorganization of SAS AB and Its Subsidiary Debtors* [ECF No. 2254] (as may be amended, modified, or supplemented from time to time, the “**Plan Supplement**”). It is expected that the CVNs will be accepted for clearance through the facilities of Euroclear Bank SA/NV and Clearstream Banking S.A under common code 284863232 and ISIN code XS2848632324.

THIS REGISTRATION FORM MUST BE COMPLETED AND SUBMITTED TO THE DEBTORS’ CLAIMS AND NOTICING AGENT, KROLL RESTRUCTURING ADMINISTRATION LLC (“KROLL”), ACCORDING TO THE INSTRUCTIONS SET FORTH BELOW IN ORDER FOR YOU TO RECEIVE ANY DISTRIBUTION OF CVNS AND/OR AVAILABLE CASH THAT YOU MAY BE ENTITLED TO IN ACCORDANCE WITH THE CHAPTER 11 PLAN, CONFIRMATION ORDER, AND SWEDISH REORGANIZATION PLAN.

If you sell your Allowed Other General Unsecured Claim(s) prior to the Distribution Record Date, the transferee must submit the information requested in this Registration Form in order to receive any distributions of CVNs and/or Available Cash that such transferee may be entitled to on account of such Allowed Other General Unsecured Claim(s). You should alert a potential transferee of such requirement.

⁴ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Chapter 11 Plan or the Confirmation Order, as applicable.

II. CVNs

In order to receive the CVNs to which you are entitled, you must review and complete the registration form attached hereto as **Exhibit 1** (the “**CVN Registration Form**”), including the investor questionnaire included as Part 4 therein.

Please return the completed CVN Registration Form to Kroll through Kroll’s electronic submission portal (the “**E-Portal**”) in accordance with the instructions below **by no later than the Effective Date**.

Submission through Kroll’s E-Portal system is the only valid method of submission. Submission via physical or electronic mail will not be accepted.

If you do not timely deliver the CVN Registration Form, then you will be deemed a Disqualified Person.⁵ CVNs that would otherwise be distributable under the Chapter 11 Plan and Swedish Reorganization Plan, as applicable, to you or any other holders of Allowed Claims that are Disqualified Persons or Ineligible Holders,⁶ in each case, will be issued to GLAS to be held as trust property in bare trust for the benefit of such Disqualified Persons or Ineligible Holders.

Subject to any restrictions on transfer arising under applicable Law, the GUC Holding Period Trust Deed (as defined in the Plan Supplement), and the GUC Agreement, GLAS will, at the end of the Holding Period (as defined in the Plan Supplement), sell any remaining CVNs held by it as promptly as practicable and, subject to satisfaction of the required conditions set forth in the GUC Holding Period Trust Deed, release the proceeds from the sale of such CVNs to the respective Disqualified Persons or Ineligible Holders, as applicable. Any Disqualified Person or Ineligible Holder who fails to timely and properly claim its share of the proceeds from the sale of such CVNs will, in each case, have such proceeds forfeited and reallocated by way of gift to Reorganized SAS AB in accordance with the GUC Holding Period Trust Deed. A copy of the form of GUC Holding Period Trust Deed is attached as **Appendix C** to **Exhibit A** of the *Notice of Filing of Plan Supplement in Connection with Second Amended Joint Chapter 11 Plan of Reorganization of SAS AB and Its Subsidiary Debtors* [ECF No. 2254].

III. Available Cash

To the extent holders of Commercial Hybrid Bond Claims are entitled to distributions of Available Cash under the Chapter 11 Plan or Swedish Reorganization Plan, as applicable, such holders will receive any Available Cash to which they are entitled via Euroclear Sweden AB, Swedish Reg. No. 556112-8074, P.O. Box 191, 101 23 Stockholm, Sweden, SAS AB’s central securities depository and registrar in respect of the Commercial Hybrid Bond Claims, in accordance with these terms and conditions of such Commercial Hybrid Bond Claims.

⁵ “**Disqualified Person(s)**” means any holder of an Allowed Claim who fails to deliver the CVN Registration Form and any supporting documentation reasonably requested by the Debtors prior to the Effective Date.

⁶ “**Ineligible Holder**” means any holder of an Allowed Claim who (i) is a “U.S. person” (as defined in Section 902(k)(1) of Regulation S of the Securities Act), and not a “qualified purchaser” (as defined in in Section 2(a)(51) of the Investment Company Act) or (ii) holds the right to receive CVNs in an amount that is less than the minimum denomination value of the CVNs.

* * * * *

IF YOU FAIL TO TIMELY RETURN A PROPERLY COMPLETED REGISTRATION FORM IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH HEREIN, YOUR DISTRIBUTION IS SUBJECT TO FORFEITURE, AND YOU MAY BE DEEMED TO WAIVE ANY RIGHT TO ANY DISTRIBUTION OF CVNS IN ACCORDANCE WITH THE TERMS OF THE CHAPTER 11 PLAN AND SWEDISH REORGANIZATION PLAN.

Return completed documents for your CVNs to Kroll via the E-Portal system.

To do so, please navigate to the Debtors' case website at <https://cases.ra.kroll.com/SAS/> and click on the link titled "Submit Registration Form for CVNs (For Commercial Hybrid Bondholders Only)" found in the Quick Links section of the case website.

Submission through the E-Portal system is the only valid method of submission. Physical and electronic mail will not be accepted.

If you have any questions regarding the distribution registration procedures or need additional copies of this Registration Form or other related materials, please contact Kroll by (i) emailing SASIssuerServices@is.kroll.com, or (ii) calling Kroll at 844.242.7491 (US/Canada Toll-Free) (Toll Free) or +1 347.338.6450 (International).

PLEASE NOTE: Kroll is the claims and noticing agent for the Debtors' Chapter 11 Cases. As such, Kroll cannot provide you with legal or financial advice. If you have any questions about the legal or tax implications of providing this information, you should contact your attorney or tax advisor.

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Document Checklist

Holders of Allowed Claims should complete and return in accordance with the instructions in this Registration Form the following documents for each holder of an Allowed Claim:

A. Prior to the Effective Date

- Duly completed and executed CVN Registration Form (Exhibit 1)
- Proof of Holdings (as defined in the CVN Registration Form)

Exhibit 1

CVN Registration Form

CVN REGISTRATION FORM

Exhibit 1 to Registration Form for Distribution of CVNs Under Chapter 11 Plan and Swedish Plan

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Registration Form or the Chapter 11 Plan (as defined in the Registration Form).

Holders of certain General Unsecured Claims, as well as holders of general unsecured claims in the Swedish Reorganization (each, a “**GUC**”), must use this CVN Registration Form to provide the necessary information and confirmations to receive delivery of CVNs, provided such Claims are Allowed as of the Effective Date. In this CVN Registration Form, “Allowed” or “Allowed General Unsecured Claim” also includes undisputed general unsecured claims in the Swedish Reorganization and “Disallowed” also includes a Claim (or a portion thereof) that has been disallowed by competent court or a settlement in relation to the Swedish Reorganization.

Holders of Commercial Hybrid Bond Claims must be holders of such Claims as of the CHB Record Date (the “**Eligible CHB Holders**”) and must provide a CHB Proof of Holdings along with their CVN Registration Form.

Holders of certain Allowed General Unsecured Claims, as well as holders of undisputed general unsecured claims in the Swedish Reorganization, that are entitled to receive distributions of Contributed GUC Cash held by the GUC Entity and represented by CVNs as of the Effective Date as set forth in the Plans (each, an “**Eligible CVN Holder**”) will be entitled to receive CVNs on the Issue Date.

Holders of Disputed Claims as of the Effective Date are not entitled to receive distributions under the Chapter 11 Plan or the Swedish Plan, as applicable, of Contributed GUC Cash held by the GUC Entity and represented by CVNs until (and only to the extent that) any such Disputed Claim becomes Allowed. To the extent a General Unsecured Claim entitled to receive CVNs under the Plans is a Disputed Claim as of the Effective Date, the GUC Entity will reserve distributions of Contributed GUC Cash held by the GUC Entity and will issue in trust the corresponding amount of CVNs the holder of such Disputed Claim would have otherwise been entitled to receive in accordance with the Plans (the “**Reserved CVNs**”). GUCs who are or become Eligible CVN Holders may be entitled to receive Pro Rata distributions of Reserved CVNs following the Effective Date to the extent Disputed Claims are ultimately Disallowed. Please refer to the section titled “Important Information–Disputed Claim Holding Period Trust for holders of certain Disputed Claims that are Disallowed” for further details.

If a Claim is Allowed in part and Disputed in part as of the Effective Date, the relevant holder of such Claim is entitled to receive distributions under the Chapter 11 Plan and Swedish Plan, as applicable, of Contributed GUC Cash held by the GUC Entity and represented by CVNs for the Allowed portion of such Claim.

A separate CVN Registration Form must be completed for each separate beneficial holding of, interest in, an Allowed General Unsecured Claim entitled to receive CVNs or a Disputed Claim that, if Allowed, would be entitled to receive CVNs under the Plans. If a GUC is appointing a Nominated Recipient to receive the CVNs, the relevant GUC and the Nominated Recipient must

complete the form set out in Part 3 (*Appointment of Nominated Recipient*) hereof, to be delivered to Kroll as part of this CVN Registration Form.

INSTRUCTIONS FOR THE COMPLETION AND SUBMISSION OF THIS CVN REGISTRATION FORM

This CVN Registration Form is divided into four parts as summarized below.

Before any part of this CVN Registration Form is completed, you should read this document and the Plans and, in particular, Section 5.4 of the Chapter 11 Plan, carefully.

In accordance with the Chapter 11 Plan, each holder of an Allowed General Unsecured Claim in (i) Classes 3, 4, and 5 with respect to SAS AB and the Consolidated Debtors and (ii) Classes 3 and 5 with respect to the Gorm Blue Entities, as well as to holders of undisputed general unsecured claims in the Swedish Plan must submit a Validly Completed CVN Registration Form to receive the CVNs. Holders of Disputed Claims can submit a Validly Completed CVN Registration Form but will receive their CVNs only if their Disputed Claims become Allowed.

In this CVN Registration Form:

- “Account Holder”** means a person with a beneficial interest in any global note held through and shown on, and transferred only through, records maintained in book-entry form by the Clearing Systems and their respective nominees and successors, acting through themselves or any common depository;
- “Allowed Claim Holding Period”** means the period of nine months following the Effective Date (unless such date is extended by mutual agreement of the parties to the Allowed Claim Holding Period Trust Deed);
- “Allowed Claim Holding Period Trustee”** means GLAS Trustees Limited or any additional or replacement trustee appointed in accordance with the relevant Holding Period Trust Deed;
- “Allowed Claim Holding Period Trust Deed”** means the trust deed to be entered into by SAS AB, the GUC Entity, and the Holding Period Trustee, for the purpose of creating the trust for any CVN Beneficiaries;
- “Allowed Claim HPT Termination Date”** means the first anniversary of the date of the Allowed Claim Holding Period Trust Deed (unless such date is extended by mutual agreement of the parties thereto);
- “CHB Proof of Holdings”** means a statement from an Eligible CHB Holder’s custodian, trustee, prime broker, or similar party, confirming all or part of that Eligible CHB Holder’s Commercial Hybrid Bond Claims as of the CHB Record Date, in form and substance satisfactory to SAS AB (acting reasonably). Any Eligible CHB Holder that holds its Commercial Hybrid Bond Claims as a participant in

Euroclear Sweden AB may provide its own CHB Proof of Holdings;

- “CHB Record Date”** means the “record date” as such term is referred to in section 5.3.6.6 (*Listed financial instruments*) of the Swedish Plan, which will be announced by SAS AB via a press release.
- “Claim”** means (i) a “claim,” as defined in section 101(5) of the Bankruptcy Code, against any Debtor, or (ii) a claim against SAS AB affected by the Swedish Reorganization;
- “Clearing Systems”** means either or both of Euroclear and Clearstream and each of their respective nominees and successors, and any other system designed for similar or analogous purposes, as appropriate;
- “Clearstream”** means Clearstream Banking S.A., as currently in effect, or any successor securities clearing agency;
- “CVN Account Holder Letter”** means an account holder letter substantially in the same form as Schedule 2 to the relevant Holding Period Trust Deed;
- “CVN Beneficiary”** means any GUC who is or becomes an Eligible CVN Holder that has not received CVNs on the Issue Date, including those who are neither a Disqualified Person nor an Ineligible Person but have not received CVNs on the Issue Date due to a failed trade on the Clearing Systems for whatever reason;
- “CVN Transfer Request”** means a written request from an HPT Beneficiary to the Holding Period Trustee to transfer that HPT Beneficiary’s CVNs that have been issued and transferred on the Issue Date to the Holding Period Trust to that HPT Beneficiary (or its Nominated Recipient, as applicable), in substantially the same form as Schedule 1 to the relevant Holding Period Trust Deed;
- “CVNs”** means the contingent value right notes issued by the GUC Entity pursuant to the terms and conditions thereof (the “T&Cs”);
- “Disputed”** means a Claim that is (i) neither Allowed nor Disallowed or (ii) held by a Person or Entity against whom or which any of the Debtors or Reorganized Debtors has commenced a proceeding, including an objection to such Claim;
- “Disputed Claim Holding Period”** means the period of two years and nine months following the Effective Date (unless such date is extended by mutual agreement of the parties to the Disputed Claim Holding Period Trust Deed);

“Disputed Claim Holding Period Trustee”	means GLAS Trustees Limited or any additional or replacement trustee appointed in accordance with the Disputed Claim Holding Period Trust Deed;
“Disputed Claim Holding Period Trust Deed”	means the trust deed to be entered into by SAS AB, the GUC Entity, and the Holding Period Trustee, for the purpose of creating the trust with respect to any Reserved CVNs;
“Disputed Claims HPT Termination Date”	means the third anniversary of the date of the Disputed Claim Holding Period Trust Deed (unless such date is extended by mutual agreement of the parties thereto);
“Disqualified Person”	means any GUC who fails to deliver the CVN Registration Form and any supporting documentation reasonably requested by the Debtors prior to the Effective Date;
“Euroclear”	means Euroclear Bank SA/NV, or any successor securities clearing agency;
“Holding Period Trustee”	means either the Allowed Claim Holding Period Trustee or the Disputed Claim Holding Period Trustee;
“HPT Beneficiary”	means any CVN Beneficiary or Reserved CVN Beneficiary;
“Ineligible Person”	means any GUC who is or becomes an Eligible CVN Holder and who: <ul style="list-style-type: none"> (a) (x) is not a “U.S. person” (as defined in Section 902(k)(1) of Regulation S of the U.S. Securities Act of 1933, as amended from time to time (the “Securities Act”)), and (y) is not a “Qualified Purchaser” (as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940 , as amended from time to time (the “Investment Company Act”)); or (b) is entitled to less than the Minimum Denomination of CVNs;
“Issue Date”	means the date on which the CVNs will be issued, which is expected to be after the Effective Date;
“Minimum Denomination”	means the minimum denomination of EUR 1.00 in principal amount of CVNs;
“Nominated Recipient”	means any person, who is not an Ineligible Person, appointed by a GUC who is or becomes an Eligible CVN Holder to receive its distributions of CVNs;

“Plans”	means the Chapter 11 Plan and the Swedish Plan;
“Registration Form”	means the Registration Form for Distribution of New Shares and CVNs Under Chapter 11 Plan and Swedish Plan, to which this CVN Registration Form is appended;
“Reserved CVN Beneficiary”	means (i) a holder of a Disputed Claim that would otherwise be entitled to receive CVNs under the Plans if such Disputed Claim is Allowed after the Effective Date or (ii) any GUC who is or becomes an Eligible CVN Holder solely with respect to such holder’s right to receive Reserved CVNs after any Disputed Claims are Disallowed;
“Swedish Plan”	means the plan of reorganization (as amended) filed by SAS AB within the Swedish Reorganization;
“Swedish Reorganization”	means the Swedish reorganization of SAS AB under the Swedish Company Reorganization Act (<i>Sw. lag (2022:964) om företagsrekonstruktion</i>) with Case No. Ä 5580-24; and
“Validly Completed”	means, in relation to a CVN Registration Form, a CVN Registration Form which, to the satisfaction of SAS AB (acting reasonably): <ul style="list-style-type: none"> (a) has had each relevant part and section thereof completed in full, including the elections in respect of the CVNs; (b) gives all required authorisations, confirmations and undertakings in the form requested therein; and (c) is executed in Part 4 (<i>Investor Questionnaire</i>) by the GUCs and (if applicable) its Nominated Recipient.

IMPORTANT INFORMATION

Effective Date:

- This CVN Registration Form must be submitted to Kroll by no later than the Effective Date as set forth in the Registration Form by GUCs;
- As soon as possible after the Effective Date, SAS AB or an agent on its behalf will provide each GUC who is or becomes an Eligible CVN Holder who (a) is not a Disqualified Person or an Ineligible Person and (b) has returned a Validly Completed CVN Registration Form with (i) all information necessary to settle the CVNs on the Issue Date and (ii) any other documents related to the CVNs, as applicable.

Issue Date:

- On the Issue Date, the CVNs will be issued and distributed to each GUC who is or becomes an Eligible CVN Holder who (a) is not a Disqualified Person or an Ineligible Person, (b) has returned a Validly Completed CVN Registration Form and (c) has completed any subsequent instruction to receive the CVNs.

It is highly recommended that the completed CVN Registration Form is printed or saved as a PDF document after submission. Original paper copies of the CVN Registration Form are not required and should not be sent to Kroll as set forth in the Registration Form.

The CVNs will be issued and delivered on the Issue Date to you or your Nominated Recipient, provided that:

- you are a holder of an Allowed General Unsecured Claim as of the Effective Date;
- if you have not Validly Completed a CVN Registration Form by the Effective Date, all of your CVNs will be issued and transferred on the Issue Date to the Holding Period Trust;
- if you have Validly Completed a CVN Registration Form by the Effective Date but are a U.S. person unable to rely on any exemptions and are unable to, or fail to, designate a Nominated Recipient who is able to make the certifications in the CVN Registration Form, your CVNs will be issued and transferred on the Issue Date to the Holding Period Trust;
- if you are an Eligible CHB Holder and you have Validly Completed a CVN Registration Form by the Effective Date but have not provided an acceptable CHB Proof of Holdings, your CVNs will be issued and transferred on the Issue Date to the Holding Period Trust;
- any distributions of CVNs to a GUC who is or becomes an Eligible CVN Holder that Validly Completed a CVN Registration Form(s) or subsequently distributed by the Holding Period Trustee must not be below the Minimum Denomination. If you have Validly Completed a CVN Registration Form by the Effective Date but you would be entitled to CVNs below their Minimum Denomination, your CVNs will be issued and transferred on the Issue Date to the Allowed Claim Holding Period Trust; and

- if you have Validly Completed a CVN Registration Form by the Effective Date and you are neither a Disqualified Person nor an Ineligible Person but delivery of your CVNs has not been completed due to a failed trade on the Clearing Systems for whatever reason, your CVNs will be issued and transferred on the Issue Date to the Allowed Claim Holding Period Trust.

Allowed Claim Holding Period Trust for GUCs who are or become Eligible CVN Holders

If you (i) have not Validly Completed a CVN Registration Form by the Effective Date, (ii) have Validly Completed a CVN Registration Form by the Effective Date but are a U.S. person unable to rely on any exemptions and are unable to, or fail to, designate a Nominated Recipient who is able to make the certifications in the CVN Registration Form, (iii) have Validly Completed a CVN Registration Form by the Effective Date but you would be entitled to CVNs below their Minimum Denomination or (iv) have Validly Completed a CVN Registration Form by the Effective Date and you are neither a Disqualified Person nor a Ineligible Person but delivery of your CVNs has not been completed due to a failed trade on the Clearing Systems for whatever reason, your CVNs will be issued and transferred on the Issue Date to the Allowed Claim Holding Period Trustee and the Allowed Claim Holding Period Trustee will hold such CVNs in bare trust for your benefit in accordance with the Allowed Claim Holding Period Trust Deed until the earlier of the release of such CVNs being authorized in accordance with the Allowed Claim Holding Period Trust Deed or the end of the Allowed Claim Holding Period.

After the Effective Date but before the end of the Allowed Claim Holding Period, you, as CVN Beneficiary, may make a CVN Transfer Request to the Allowed Claim Holding Period Trustee to receive your CVNs that were issued and transferred on the Issue Date to the Allowed Claim Holding Period Trustee, provided that, among other things: (i) you are not an Ineligible Person; (ii) you have delivered to the Holding Period Trustee a completed and signed Transfer Request, CVN Account Holder Letter along with any know-your-customer and other additional information, representations or undertakings as the Allowed Claim Holding Period Trustee may reasonably request; (iii) you have provided any indemnification and/or security that the Allowed Claim Holding Period Trustee may in its discretion and for its own account (acting reasonably) require for any liability which it may incur in complying with your Transfer Request; (iv) you have delivered evidence satisfactory to the Allowed Claim Holding Period Trustee that you were a GUC who was an Eligible CVN Holder as of the Effective Date (or has legally and validly purchased a CVN Beneficiary's rights to its CVNs following the Effective Date); (v) the transfer of CVNs does not violate any restrictions set forth in that certain GUC Entity Governance Agreement entered into as of the Effective Date, by and between SAS AB and the GUC Entity, as described in the Chapter 11 Plan; and (vi) you are not a sanctioned person and such transfer is not in breach of any law or regulation; all in accordance with the terms of the Allowed Claim Holding Period Trust Deed.

At the end of the Allowed Claim Holding Period, but before the Allowed Claim HPT Termination Date, the Allowed Claim Holding Period Trustee shall, as soon as reasonably practicable, use reasonable best efforts within a reasonable period of time, to sell or otherwise dispose of any CVNs still being held in bare trust for the benefit of the CVN Beneficiaries. The Allowed Claim Holding Period Trustee shall hold any proceeds from such sale or disposition in bare trust for each CVN Beneficiary until the Allowed Claim HPT Termination Date. After such sale or

disposition has been completed but before the Allowed Claim HPT Termination Date, the Allowed Claim Holding Period Trustee will transfer your Pro Rata share of proceeds from such sale or disposition to you, provided that you have furnished all information required by the Allowed Claim Holding Period Trustee (acting reasonably) in accordance with the terms of the Allowed Claim Holding Period Trust Deed.

To the extent that the Allowed Claim Holding Period Trustee for any reason is not able, after having used reasonable best efforts and consulted with the GUC Entity, to sell any portion of the CVNs still being held in bare trust for the benefit of CVN Beneficiaries prior to the Allowed Claim HPT Termination Date, then the Allowed Claim Holding Period Trustee shall transfer any CVNs still being held in bare trust for the benefit of CVN Beneficiaries by the Allowed Claim Holding Period Trustee on the Allowed Claim HPT Termination Date by way of gift to the GUC Entity for cancellation.

From and after the Allowed Claim HPT Termination Date, each Eligible CVN Holder as of the Effective Date who has not claimed its CVNs will have no entitlement to such CVNs previously held on its behalf by the Allowed Claim Holding Period Trustee, and on the Allowed Claim HPT Termination Date, the Allowed Claim Holding Period Trustee shall transfer any remaining and unclaimed proceeds from the sale or disposition of any CVNs by way of gift to SAS AB.

Disputed Claim Holding Period Trust for holders of certain Disputed Claims as of the Effective Date

If your Claim is Disputed as of the Effective Date, Reserved CVNs on account of such Disputed Claim will be issued and transferred on the Issue Date to the Disputed Claim Holding Period Trustee, and the Disputed Claim Holding Period Trustee will hold such Reserved CVNs in bare trust for your benefit in accordance with the Disputed Claim Holding Period Trust Deed until the earlier of the release of such Reserved CVNs being authorized in accordance with the Disputed Claim Holding Period Trust Deed or the end of the Disputed Claim Holding Period.

If a Disputed Claim is Allowed after the Effective Date but before the end of the Disputed Claim Holding Period, you, as Reserved CVN Beneficiary, will receive the Reserved CVNs that were issued and transferred on the Issue Date to the Disputed Claim Holding Period Trustee on account of such Disputed Claim, provided that, among other things: (i) you are not an Ineligible Person; (ii) you have delivered to the Holding Period Trustee a completed and signed CVN Account Holder Letter (the contents of which will be substantially similar to the ones of this CVN Registration Form) along with any know-your-customer and other additional information, representations or undertakings as the Disputed Claim Holding Period Trustee may reasonably request; (iii) the transfer of CVNs does not violate any restrictions set forth in that certain GUC Entity Governance Agreement entered into as of the Effective Date, by and between SAS AB and the GUC Entity or the Chapter 11 Plan; and (iv) you are not a sanctioned person and such transfer is not in breach of any law or regulation, in each case in accordance with the terms of the Disputed Claim Holding Period Trust Deed.

At the end of the Disputed Claim Holding Period, but before the Disputed Claim HPT Termination Date, the Disputed Claim Holding Period Trustee shall, as soon as reasonably practicable, use reasonable best efforts within a reasonable period of time, to sell or otherwise dispose of any

Reserved CVNs, with respect to any corresponding Disputed Claims that have been Allowed, still being held in bare trust for the benefit of Reserved CVN Beneficiaries that were not able to receive such Reserved CVNs in accordance with the terms of the Disputed Claim Holding Period Trust Deed. The Disputed Claim Holding Period Trustee shall hold any proceeds from such sale or disposition in bare trust for each Reserved CVN Beneficiary with respect to any corresponding Disputed Claims that have been Allowed until the Disputed Claim HPT Termination Date. After such sale or disposition has been completed but before the Disputed Claim HPT Termination Date, the Disputed Claim Holding Period Trustee will transfer your Pro Rata share of proceeds from such sale or disposition to you, provided that you have furnished all information required by the Disputed Claim Holding Period Trustee (acting reasonably) in accordance with the terms of the Disputed Claim Holding Period Trust Deed.

To the extent that the Disputed Claim Holding Period Trustee for any reason is not able, after having used reasonable best efforts and consulted with the GUC Entity, to sell any portion of the Reserved CVNs with respect to any corresponding Disputed Claims that have been Allowed still being held in bare trust for the benefit of Reserved CVN Beneficiaries prior to the Disputed Claim HPT Termination Date, then the Disputed Claim Holding Period Trustee shall transfer any Reserved CVNs still being held in bare trust for the benefit of Reserved CVN Beneficiaries by the Disputed Claim HPT Termination Date by way of gift to the GUC Entity for cancellation.

From and after the Disputed Claim HPT Termination Date, each of the Reserved CVN Beneficiaries will have no entitlement to the Reserved CVNs previously held on its behalf by the Disputed Claim Holding Period Trustee, and on the Disputed Claim HPT Termination Date, the Disputed Claim Holding Period Trustee shall transfer any remaining and unclaimed proceeds from the sale or disposition of any Reserved CVNs by way of gift to SAS AB.

Disputed Claim Holding Period Trust for holders of certain Disputed Claims that are Disallowed

If a Claim is Disputed as of the Effective Date and is subsequently Disallowed, Reserved CVNs on account of such Disputed Claim will be held by the Disputed Claim Holding Period Trustee in bare trust for the benefit of the Reserved CVN Beneficiaries as set forth in the Plans in accordance with the Disputed Claim Holding Period Trust Deed effective from the date any such Disputed Claim is Disallowed until the earlier of the release of such Reserved CVNs being authorized in accordance with the Disputed Claim Holding Period Trust Deed (but not before the Final Disallowance Date (as defined below)) or the end of the Disputed Claim Holding Period (all such Reserved CVNs being held in trust for the benefit of the Reserved CVN Beneficiaries, the “**Unallocated Reserved CVNs**”).

After the date on which the last Disputed Claim that would otherwise be entitled to receive distributions of Contributed GUC Cash in the form of CVNs becomes Allowed or Disallowed (the “**Final Disallowance Date**”) but before the end of the Disputed Claim Holding Period, Reserved CVN Beneficiaries will receive their Pro Rata share of Unallocated Reserved CVNs, provided that, with respect to each of Reserved CVN Beneficiary, among other things: (i) such Reserved CVN Beneficiary is not an Ineligible Person; (ii) each of such party has delivered any know-your-customer and other additional information, representations or undertakings as the Disputed Claim Holding Period Trustee may reasonably request; (iii) the transfer of

Unallocated Reserved CVNs does not violate any restrictions set forth in that certain GUC Entity Governance Agreement entered into as of the Effective Date, by and between SAS AB and the GUC Entity or the Chapter 11 Plan; and (iv) each Reserved CVN Beneficiary is not a sanctioned person and such transfer is not in breach of any law or regulation; in each case in accordance with the terms of the Disputed Claim Holding Period Trust Deed.

At the end of the Disputed Claim Holding Period, but before the Disputed Claim HPT Termination Date, the Disputed Claim Holding Period Trustee shall, as soon as reasonably practicable, use reasonable best efforts within a reasonable period of time, to sell or otherwise dispose of any Unallocated Reserved CVNs still being held in bare trust for the benefit of the Reserved CVN Beneficiaries. The Disputed Claim Holding Period Trustee shall hold any proceeds from such sale or disposition in bare trust for each Reserved CVN Beneficiary until the Disputed Claim HPT Termination Date. After such sale or disposition has been completed but before the Disputed Claim HPT Termination Date, the Disputed Claim Holding Period Trustee will transfer the relevant share of proceeds from such sale or disposition to the Reserved CVN Beneficiaries, provided that such Reserved CVN Beneficiaries have furnished all information required by the Disputed Claim Holding Period Trustee (acting reasonably) in accordance with the terms of the Disputed Claim Holding Period Trust Deed.

To the extent that the Disputed Claim Holding Period Trustee for any reason is not able, after having used reasonable best efforts and consulted with the GUC Entity, to sell any portion of the Unallocated Reserved CVNs still being held in bare trust for the benefit of Reserved CVN Beneficiaries prior to the Disputed Claim HPT Termination Date, then the Disputed Claim Holding Period Trustee shall transfer any Unallocated Reserved CVNs still being held in bare trust for the benefit of Reserved CVN Beneficiaries by the Disputed Claim Holding Period Trustee on the Disputed Claim HPT Termination Date by way of gift to the GUC Entity for cancellation.

From and after the Disputed Claim HPT Termination Date, each Reserved CVN Beneficiary will have no entitlement to the Unallocated Reserved CVNs previously held on its behalf by the Disputed Claim Holding Period Trustee, and on the Disputed Claim HPT Termination Date, the Disputed Claim Holding Period Trustee shall transfer any remaining and unclaimed proceeds from the sale or disposition of any Unallocated Reserved CVNs by way of gift to SAS AB.

By delivering this CVN Registration Form, the signatory/ies confirm(s) and warrant(s) that it is/they are a person(s) who, in accordance with the laws of the relevant jurisdiction, is/are acting under the authority of the GUC and is/are duly authorized to deliver this CVN Registration Form.

This CVN Registration Form and any non-contractual obligations arising out of or in relation to this CVN Registration Form shall be governed by, and interpreted in accordance with, English law.

Summary of the Contents of this CVN Registration Form

Part 1: GUC and Account Holder Administrative Information

This part must be completed in all cases by each GUC. If the Account Holder is different from the GUC, the name and details of the GUC on whose behalf this CVN Registration Form is being submitted are required as well. If an Account Holder is submitting this CVN Registration Form for multiple GUCs, a **separate CVN Registration Form** must be completed by an Account Holder in respect of each GUC.

If the Account Holder and the GUC are the same person or legal entity, any references in this CVN Registration Form to an “Account Holder” and “GUC” shall be treated as interchangeable.

Persons who are holders of Commercial Hybrid Bond Claims must be holders of such claims as of CHB Record Date and must provide a CHB Proof of Holdings along with their CVN Registration Form.

Part 2: CVNs

This part must be completed by a GUC or its Account Holder on its behalf in order to receive its CVNs to the extent such GUC is an Eligible CVN Holder as of the Effective Date.

Part 3: Appointment of a Nominated Recipient

This part must only be completed by a GUC or its Account Holder on its behalf if it intends to appoint a Nominated Recipient (who must be eligible to make the certifications in Part 4 (*Investor Questionnaire*)) to receive any of its CVNs. The CVNs will not be transferred to any GUC or Nominated Recipient who is not an able to make the certifications in Part 4.

Part 4: Investor Questionnaire

This part must be completed and signed in all cases by the GUC and its Nominated Recipient (if appointed) if the GUC or its Nominated Recipient (if appointed) wishes to receive any of its CVNs, provided such GUC is an Eligible CVN Holder as of the Effective Date.

If a GUC, provided it is an Eligible CVN Holder as of the Effective Date, or its Nominated Recipient wishes to receive any of its CVNs on the Issue Date, it must ensure that the Investor Questionnaire is Validly Completed, executed, and received by Kroll by the Effective Date as set forth in the Registration Form.

Part 1
GUC Details

(this refers to you as holder of certain General Unsecured Claims)

Name of GUC:

.....

Address of GUC:

.....

Jurisdiction of incorporation/country of residence:

.....

Domicile (if different to jurisdiction of incorporation/country of residence):

.....

Telephone number (with country code):

.....

Email address:

.....

Principal contact person:

.....

ONLY FOR GUCs INCORPORATED, RESIDENT OR DOMICILED IN THE EUROPEAN ECONOMIC AREA OR IN THE UNITED KINGDOM: Are you a “retail investor” (definition below) in your jurisdiction of incorporation, country of residence or country of domicile? (Yes or No):

For the purposes of this paragraph, the expression “retail investor” means, (x) in the European Economic Area, a person who is one (or more) of the following: (i) a “retail client” as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of the Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a “qualified investor” as defined in Regulation (EU) 2017/1129 (as amended) or (y) in the United Kingdom, a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); or (ii) a customer within the meaning of the provisions of

the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a “qualified investor” as defined in Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

ONLY FOR GUCs WHO ARE HOLDERS OF COMMERCIAL HYBRID BOND CLAIMS:

Amount of Commercial Hybrid Bond Claims you held as of the CHB Record Date (in SEK):

.....

Please provide a CHB Proof of Holdings for the above amount. If you fail to provide an acceptable CHB Proof of Holdings, you will not receive CVNs.

Clearing System Account Holder Administrative Details
(this refers to the person with a Euroclear/Clearstream account)

YOU ARE REQUIRED TO COMPLETE THIS SECTION IN ORDER TO RECEIVE CVNs

Full name of Account Holder:

.....

Is the Account Holder a member of Euroclear or Clearstream?

(Please state “Euroclear” or “Clearstream”, as applicable, below)

.....

Account Number of Account Holder or Participant at Clearing System:

.....

Telephone number (with country code):

.....

Email address:

.....

Principal contact person:

.....

Part 2
CVNs

CVNs — Authority

By ticking the box below, I/we _____ and _____ (*name of person(s) completing this CVN Registration Form*) hereby certify that I/we have the requisite authority to provide any representations, execute any documents and submit any information and documents included in or required by this CVN Registration Form on behalf of the GUC identified in Part 1 of this CVN Registration Form.

I/we confirm

CVNs — Securities Confirmations

By ticking the box below, the GUC, or its Account Holder on its behalf, expressly acknowledges and confirms that the GUC can receive and is eligible to receive (or intends its Nominated Recipient to receive, and confirms that its Nominated Recipient is eligible to receive) the CVNs allocated to it:

as a U.S. person but the GUC falls under the following exemption(s):

is a “Qualified Purchaser” (as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940 , as amended from time to time (the “Investment Company Act”))

as a non-U.S. person

By ticking the applicable boxes above, the GUC or its Account Holder on its behalf, expressly confirms, represents and warrants to SAS AB that:

in the case of ticking the “CVNs as a U.S. person” box, the GUC (or its Nominated Recipient), gives the confirmations, acknowledgements, representations, warranties and undertakings set out in Section 1 (*US Persons*), Section 3 (*Qualified Purchaser*) and Section 4 (*Not a Qualified Purchaser*), as applicable, of Part 5 hereof;

in the case of ticking the “CVNs as a non-U.S. person” box, the GUC (or its Nominated Recipient) gives confirmations, acknowledgements, representations, warranties and undertakings set out in Section 2 (*Not a US Person*) of Part 5 hereof.

Part 3

Appointment of Nominated Recipient

If you wish to appoint a Nominated Recipient to receive your CVNs, please complete the following details in respect of the Nominated Recipient.

IMPORTANT NOTE: The Nominated Recipient for any CVNs must hold an account in either Euroclear or Clearstream and must be able to make the confirmations in Part 4.

NOMINATED RECIPIENT DETAILS

Name of Nominated Recipient:

.....

Address of Nominated Recipient:

.....

Jurisdiction of incorporation/country of residence:

.....

Domicile (if different to jurisdiction of incorporation/country of residence):

.....

Telephone number (with country code):

.....

Email address:

.....

Principal contact person:

.....

ONLY FOR NOMINATED RECIPIENTS INCORPORATED, RESIDENT OR DOMICILED IN THE EUROPEAN ECONOMIC AREA OR IN THE UNITED KINGDOM:

Are you a “retail investor” (definition below) in your jurisdiction of incorporation, country of residence or country of domicile? (Yes or No):

For the purposes of this paragraph, the expression “retail investor” means, (x) in the European Economic Area, a person who is one (or more) of the following: (i) a “retail client” as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of the Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a

“qualified investor” as defined in Regulation (EU) 2017/1129 (as amended) or (y) in the United Kingdom, a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “EUWA”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “FSMA”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a “qualified investor” as defined in Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

NOMINATED RECIPIENT’S CLEARING SYSTEM ACCOUNT HOLDER DETAILS

Full name of Nominated Recipient’s Account Holder:

.....

Is the Nominated Recipient’s Account Holder a member of Euroclear or Clearstream?

(Please state “Euroclear” or “Clearstream”, as applicable, below)

.....

Account Number of Nominated Recipient’s Account Holder or Participant at Clearing System:

.....

Telephone number (with country code):

.....

Email address:

.....

Principal contact person:

.....

Part 4
Investor Questionnaire

To be completed by the GUC and, if applicable, its Nominated Recipient.

If no Investor Questionnaire is Validly Completed and submitted to Kroll by the Effective Date, the GUC, provided it is an Eligible CVN Holder as of the Effective Date, or its Nominated Recipient will not receive its CVNs and its CVNs will be transferred to the Holding Period Trust.

Name: _____

1. U.S. Person. Please provide the following information regarding your status as a “U.S. person” (as defined in Regulation S promulgated by the United States Securities and Exchange Commission (the “SEC”) pursuant to the United States Securities Act of 1933, as amended (the “Securities Act”) (the definition of which is set forth in Annex A attached hereto)). Please check the applicable statement or statements.

(a) Are you a natural person resident in the United States?

Yes No

(b) Are you a partnership or corporation organized or incorporated under the laws of the United States?

Yes No

(c) Are you an estate of which any executor or administrator is a U.S. person?

Yes No

(d) Are you a trust of which any trustee is a U.S. person?

Yes No

(e) Are you an agency or branch of a foreign entity located in the United States?

Yes No

(f) Are you a non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person?

Yes No

(g) Are you a discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States?

Yes No

(h) Are you a partnership or corporation (i) organized or incorporated under the laws of any foreign jurisdiction and (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the Act, and (iii) are not organized or incorporated, and owned, by accredited investors (as defined in Regulation D promulgated by the SEC pursuant to the Securities Act) who are not natural persons, estates or trusts?

Yes No

2. Not a U.S. Person. If you did not answer YES to any question in sub-clauses (a) through (h) in Question 1 above, or are otherwise not a U.S. person as expressly listed in 17 CFR § 230.902(k)(2) (a copy of which is reproduced on Annex A attached hereto), please indicate this in the space provided below.

I am not a U.S. Person (as defined in Regulation S promulgated by the SEC pursuant to the Securities Act).

Only fill out Questions 3 and 4 if you are a “U.S. person” under Question 1:

3. Qualified Purchaser. Please provide the following information regarding your status as a “*qualified purchaser*” (as defined in Section 2(a)(51)(A) of the Investment Company Act of 1940, as amended (the “Investment Company Act”) (the definition of which is set forth in Annex B attached hereto)). Please check the applicable statement or statements.

(a) Are you a natural person (including a person who holds a joint, community property, or other similar shared ownership interest in an issuer that is excepted under 15 USC § 80a-3(c)(7) of the Investment Company Act with that person’s qualified purchaser spouse) who owns not less than \$5,000,000 in investments, as defined by the SEC?

Yes No

(b) Are you a company that owns not less than \$5,000,000 in investments and that is owned directly or indirectly by or for 2 or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons?

Yes No

(c) Are you an entity or a natural person of a type not listed above, but otherwise listed in 15 USC § 80a-2(a)(51), as reproduced in Annex B herein?

Yes No

4. Not a Qualified Purchaser. If you did not answer YES to any question in sub-clauses (a) through (c) in Question 3 above, or are otherwise not a Qualified Purchaser as expressly set forth in 15 USC § 80a-2(a)(51)(C) (a copy of which is reproduced on Annex B attached hereto), please indicate this in the space provided below.

- I am not a Qualified Purchaser (as defined in Section 2(a)(51)(A) of the Investment Company Act).

By signing and returning this Investor Questionnaire, the undersigned GUC or Nominated Recipient represents, warrants, acknowledges and agrees as follows:

1. The undersigned GUC or Nominated Recipient understands and acknowledges that the CVNs have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “U.S. Securities Act”) or any other applicable securities laws and that the CVNs are being offered for resale in transactions not requiring registration under the U.S. Securities Act or any other securities laws, and, unless so registered, may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the U.S. Securities Act or any other applicable securities laws, pursuant to an exemption therefrom or in any transaction not subject thereto and in each case in compliance with the conditions for transfer set forth in paragraphs (4) and (5) and below.
2. The undersigned GUC or Nominated Recipient is not an “affiliate” (as defined in Rule 144 under the U.S. Securities Act) of the Issuer, is not acting on behalf of the Issuer and is purchasing the CVNs outside the United States in an offshore transaction in accordance with Regulation S or otherwise pursuant to any other available exemption from the registration requirements of the U.S. Securities Act.
3. The undersigned GUC or Nominated Recipient acknowledges that none of the Issuer and any person representing the Issuer has made any representation to such undersigned GUC or Nominated Recipient with respect to the Issuer or the offer or sale of any of the CVNs. The undersigned GUC or Nominated Recipient has had access to such financial and other information concerning the Issuer and the CVNs as such undersigned GUC or Nominated Recipient has deemed necessary in connection with its decision to purchase any of the CVNs, including an opportunity to ask questions of, and request information from, the Issuer.
4. The undersigned GUC or Nominated Recipient is purchasing the CVNs for its own account, or for one or more investor accounts for which it is acting as a fiduciary or agent, in each case, for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the U.S. Securities Act or the securities laws of any other jurisdiction, subject 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 control and subject to its ability to resell such CVNs to persons who are not U.S. persons in offshore

transactions pursuant to Regulation S or any other exemption from registration available under the U.S. Securities Act, or in any transaction not subject to the U.S. Securities Act.

5. If the undersigned GUC or Nominated Recipient is a U.S. person, such undersigned GUC or Nominated Recipient acknowledges that (i) the Issuer has not registered as an investment company pursuant to the U.S. Investment Company Act of 1940, as amended (the “Investment Company Act”); (ii) to rely on Section 3(c)(7) of the Investment Company Act, the Issuer must have a “reasonable belief” that all holders of the CVNs which are U.S. persons (including any subsequent transferees) are “qualified purchasers”, as defined in Section 2(a)(51)(A) of the Investment Company Act (the “Qualified Purchasers”), at the time of their acquisition of the CVNs and (ii) the Issuer will establish a reasonable belief for purposes of Section 3(c)(7) based upon the representations deemed made by the purchasers of the CVNs and the covenants and undertakings of the Issuer referred to below.
6. The undersigned GUC or Nominated Recipient acknowledges that any CVNs will bear a legend substantially to the following effect:

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS IN THE UNITED STATES AND HAS BEEN INITIALLY PLACED PURSUANT TO EXEMPTIONS FROM THE SECURITIES ACT AND THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED, AND MAY NOT BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, EXCEPT AS PERMITTED BY THIS LEGEND. THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS SECURITY, REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY, EXCEPT (X) IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS (I) TO A TRANSFEREE OUTSIDE THE UNITED STATES, THAT IS NOT KNOWN TO BE A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) AND THAT IS PURCHASING THIS SECURITY IN AN OFFSHORE TRANSACTION COMPLYING WITH THE PROVISIONS OF RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (II) IN THE UNITED STATES TO A TRANSFEREE THAT IS A QUALIFIED PURCHASER, AND (Y) (1) UPON DELIVERY OF ANY CERTIFICATIONS, OPINIONS AND OTHER DOCUMENTS THAT THE ISSUER MAY REQUIRE AND (2) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAW OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION. FURTHER, NO PURCHASE, SALE OR TRANSFER OF THIS SECURITY MAY BE MADE, UNLESS SUCH PURCHASE, SALE OR TRANSFER WILL NOT RESULT IN (I) THE ASSETS OF THE ISSUER CONSTITUTING “PLAN ASSETS” WITHIN THE MEANING OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), THAT ARE SUBJECT TO PART 4 OF SUBTITLE B OF TITLE I OF ERISA OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED OR (II) THE ISSUER BEING REQUIRED TO REGISTER AS AN INVESTMENT

COMPANY UNDER THE INVESTMENT COMPANY ACT. EACH PURCHASER OR TRANSFEREE OF THIS SECURITY WILL BE REQUIRED TO REPRESENT OR WILL BE DEEMED TO HAVE REPRESENTED THAT (I) IT IS NOT AND IS NOT USING ASSETS OF A PLAN THAT IS SUBJECT TO TITLE 1 OF ERISA OR SECTION 4975 OF THE INTERNAL REVENUE CODE AND (II) IF IT IS A U.S. PERSON, THAT IT IS A “QUALIFIED PURCHASER”.

THIS SECURITY IS NOT TRANSFERABLE, EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN. EACH TRANSFEROR OF THIS SECURITY AGREES TO PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN TO THE TRANSFEREE.

If the undersigned GUC or Nominated Recipient purchases the CVNs, such undersigned GUC or Nominated Recipient will also be deemed to acknowledge that the foregoing restrictions apply to holders of beneficial interests in these CVNs as well as to holders of these CVNs.

7. The undersigned GUC or Nominated Recipient acknowledges that the registrar of the CVNs will not be required to accept for registration or transfer any CVNs acquired by such undersigned GUC or Nominated Recipient except upon presentation of evidence satisfactory to the Issuer and the CVNs registrar that the restrictions set forth therein have been complied with.
8. The undersigned GUC or Nominated Recipient acknowledges that the Issuer and others will rely upon the truth and accuracy of its acknowledgements, representations, warranties and agreements and agrees that if any of the acknowledgements, representations, warranties and agreements deemed to have been made by its purchase of the CVNs is no longer accurate, such undersigned GUC or Nominated Recipient shall promptly notify the Issuer. If such undersigned GUC or Nominated Recipient is acquiring any CVNs as a fiduciary or agent for one or more investor accounts, it represent that it has sole investment discretion with respect to each such investor account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such investor account.
9. The undersigned GUC or Nominated Recipient understands that no action has been taken in any jurisdiction (including the United States) by the Issuer that would result in a public offering of the CVNs or the possession, circulation or distribution of any other material relating to the Issuer or the CVNs in any jurisdiction where action for such purpose is required.
10. The undersigned GUC or Nominated Recipient agrees that it is aware of, will comply with, and give to each person to whom it transfers the CVNs notice of, any restrictions on the transfer of such CVNs as set forth in the Ts&Cs of the CVNs, including that (i) the CVNs are not intended to be transferred or re-sold or otherwise made available to and should not be transferred or re-sold or otherwise made available to any “retail investor” in the European Economic Area (“**EEA**”) or in the United Kingdom; (ii) no key information document required by Regulation (EU) No 1286/2014, as amended (the “**PRIPs**”).

Regulation”) in the EEA or for transferring or re-selling the CVNs or otherwise making them available to “retail investors” in the EEA has been prepared and therefore transferring or re-selling the CVNs or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation; and (iii) no key information document required by the PRIIPS Regulation as it forms part of domestic law by virtue of the EUWA (as defined below) (the “**U.K. PRIIPs Regulation**”) in the United Kingdom or for transferring or re-selling the CVNs or otherwise making them available to “retail investors” in the United Kingdom has been prepared and therefore transferring or re-selling the CVNs or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the U.K. PRIIPs Regulation For the purposes of this paragraph, the expression “retail investor” means, (x) in the EEA, a person who is one (or more) of the following: (i) a “retail client” as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of the Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a “qualified investor” as defined in Regulation (EU) 2017/1129 (as amended) or (y) in the United Kingdom, a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a “qualified investor” as defined in Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Name _____

(Signature)

By:

Title:

Dated:

ANNEX A – Regulation S Definition of US Person
(17 CFR § 230.902)

(k) U.S. person.

(1) “U.S. person” means:

- (i)** Any natural person resident in the United States;
- (ii)** Any partnership or corporation organized or incorporated under the laws of the United States;
- (iii)** Any estate of which any executor or administrator is a U.S. person;
- (iv)** Any trust of which any trustee is a U.S. person;
- (v)** Any agency or branch of a foreign entity located in the United States;
- (vi)** Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- (vii)** Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
- (viii)** Any partnership or corporation if:
 - (A)** Organized or incorporated under the laws of any foreign jurisdiction; and
 - (B)** Formed by a U.S. person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Regulation D promulgated by the SEC pursuant to the Securities Act) who are not natural persons, estates or trusts.

(2) The following are not “U.S. persons”:

- (i)** Any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
- (ii)** Any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if:
 - (A)** An executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and
 - (B)** The estate is governed by foreign law;
- (iii)** Any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;

(iv) An employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;

(v) Any agency or branch of a U.S. person located outside the United States if:

(A) The agency or branch operates for valid business reasons; and

(B) The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and

(vi) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

(l) **United States.** “United States” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

ANNEX B – Investment Company Act of 1940 Definition of Qualified Purchaser
(15 USC § 80a-2(a)(51))

(51) (A) “Qualified purchaser” means—

(i) any natural person (including any person who holds a joint, community property, or other similar shared ownership interest in an issuer that is excepted under section 80a-3(c)(7) of this title with that person’s qualified purchaser spouse) who owns not less than \$5,000,000 in investments, as defined by the Commission;

(ii) any company that owns not less than \$5,000,000 in investments and that is owned directly or indirectly by or for 2 or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons;

(iii) any trust that is not covered by clause (ii) and that was not formed for the specific purpose of acquiring the securities offered, as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in clause (i), (ii), or (iv); or

(iv) any person, acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis, not less than \$25,000,000 in investments.

(B) The Commission may adopt such rules and regulations applicable to the persons and trusts specified in clauses (i) through (iv) of subparagraph (A) as it determines are necessary or appropriate in the public interest or for the protection of investors.

(C) The term “qualified purchaser” does not include a company that, but for the exceptions provided for in paragraph (1) or (7) of section 80a-3(c) of this title , would be an investment company (hereafter in this paragraph referred to as an “excepted investment company”), unless all beneficial owners of its outstanding securities (other than short-term paper), determined in accordance with section 80a-3(c)(1)(A) of this title , that acquired such securities on or before April 30, 1996 (hereafter in this paragraph referred to as “pre-amendment beneficial owners”), and all pre-amendment beneficial owners of the outstanding securities (other than short-term paper) of any excepted investment company that, directly or indirectly, owns any outstanding securities of such excepted investment company, have consented to its treatment as a qualified purchaser. Unanimous consent of all trustees, directors, or general partners of a company or trust referred to in clause (ii) or (iii) of subparagraph (A) shall constitute consent for purposes of this subparagraph.