



FRN BOA Ocv AS Senior Secured Callable Bond Issue 2011/2016 (the "Bonds")

Terms:**Documentation:**

The Loan Agreement ¹⁾ is described more closely in Standard Terms

Before investing in the bond, the investor is encouraged to become familiar with relevant documents such as this term sheet, the Loan Agreement and the Issuer's financial accounts and articles of association and if relevant, listing document. The documents are available from the Issuer and in Relevant Places. In the case of any discrepancies between the Loan Agreement and this term sheet, the Loan Agreement will apply.

Relevant Places:

www.boa.no

Issuer/Borrower:

Boa OCV AS

Borrowing Limit – Tap Issue:

N/A

First Tranche / Loan Amount : ²⁾Originally NOK 1,200,000,000;
Currently NOK 1,125,000,000**Disbursement Date: ³⁾**

27 April 2011

Maturity Date: ⁴⁾

27 April 2016

NIBOR: ⁵⁾

3 months NIBOR

Margin:

5.50%

Coupon Rate: ⁶⁾

NIBOR + 5.50% p.a.

Day Count Fraction– Coupon:

Act/360

Date of interest adjustment: ^{7) 9)}

27 January, 27 April, 27 July and 27 October each year

Business Day Convention: ⁸⁾

Modified following

Interest Payment Date: ⁹⁾

27 January, 27 April, 27 July and 27 October each year

Interest accrual date (from and including):

27 April 2011

Final coupon date (to):

27 April 2016

days first term:

NA

Status of the Loan ¹⁰⁾

Senior secured

Issue Price: ¹¹⁾

100% (par)

Denomination:

NOK 1.00

Bondholder's put option: ¹²⁾**Redemption** NA**Price:** NA**Issuer's call option: ¹³⁾****Date(s):****Price:** (i) 104.0%**Redemption**(i) 3rd

year

(ii) 103.0%

(ii) 4th

year

(iii) 101.5%

(iii) 5th

year

Issuer's org. number:

984 158 939

Number / Codes:

Sector Code :	Code	Geographic code: 0301	Code	Industry (trade) Code:	Code
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Usage of funds:

Refinancing and for general corporate purposes

Approvals / Permissions:

The Bonds will be issued in accordance with the Issuers' Board approval dated 15 April 2011.

Trustee / Bondholders' Representative: Norsk Tillitsmann AS, Postboks 1470, Vika, 0116 Oslo

Arranger(s): Pareto Securities AS

Paying Agent: Sparebank1 SMN

Securities Depository: Verdipapirsentralen (VPS)

Market making: There will be no market making agreement for the Bonds

Special (distinct) conditions: The Loan Agreement is based on Norwegian bond market standard, hereunder standard covenants and default provisions.

The Bonds are a.o. secured on a 1st lien basis in the two offshore construction vessels "BOA DEEP C" and "BOA SUB C" (together the "Vessels")

Commencing on the interest payment date falling 3 months from Disbursement Date, the Bonds shall be repaid by the Issuer with an amount of NOK 18.75 million quarterly at par value. At the Final Maturity Date any outstanding Bonds shall be repaid at par value.

The Bonds contains a financial covenant saying that the market value of the Vessels shall at all times exceed 125% of the outstanding amount of Bonds, and such market values means the fair market value of the Vessels in NOK determined as the arithmetic mean of independent valuations of the Vessels obtained from two independent and well-reputed sale and purchase brokers familiar with the market for the Vessels appointed by the Issuer and approved by the Trustee. Such valuation shall be made on the basis of a sale for prompt delivery for cash at arm's length on normal commercial terms as between a willing seller and willing buyer, on an "as is where is" basis, free of any existing charters or other contracts for employment, and made at least semi-annually.

Please refer to the Loan Agreement and the Amendment Agreement attached for further information about the Bonds.

Supplementary information about the status of the loan:¹⁰⁾

The Bonds shall be senior debt of the Issuer, secured on first priority in certain assets of the Issuer as set out herein, and otherwise rank at least pari passu with all the claims of other unsubordinated creditors, except for obligations which are mandatorily preferred by law.

Standard Terms: *If any discrepancy should occur between this Loan Description and the Loan Agreement, then the Loan Agreement will apply.*

Loan Agreement:¹⁾ The Loan Agreement will be entered into between the Issuer and the Trustee prior to Disbursement Date. The Loan Agreement regulates the Bondholder's rights and obligations in relations with the Issue. The Trustee enters into this agreement on behalf of the Bondholders and is granted authority to act on behalf of the Bondholders to the extent provided for in the Loan Agreement.

When bonds are subscribed/purchased, the Bondholder has accepted the Loan Agreement and is bound by the terms of the Loan Agreement. If subscription is made prior to finalisation of the Loan Agreement, the subscriber is deemed to have granted authority to the Trustee to finalise the Loan Agreement. For tap issues, the Loan Agreement will apply for later issues made within the Borrowing Limit. The parties' rights and obligations are also valid for subsequent issued bonds within the Borrowing Limit.

Open / Close:³⁾⁴⁾ Tap Issues will be opened on Disbursement Date and closed no later than five banking days before Maturity Date.

Disbursement Date:³⁾ Payment of the First Tranche / Loan Amount takes place on the Disbursement Date. In case of late payment, the applicable default interest rate according to "lov 17. desember 1976 nr 100 om renter ved forsinket betaling m.m." will accrue.

Expansions – Tap Issues:²⁾ For Tap Issues the Issuer can increase the loan above the First Tranche/Loan Amount, before the initial Disbursement Date. For taps not falling on Interest Payment Dates, Accrued Interest will be calculated using standard market practice in the secondary bond market. The Issuer may apply for an increase of the Borrowing Limit.

Issue price – Tap Issues:¹¹⁾ Any taps under the Tap Issue will be made at market prices, and will fall under the regulations set out in "emisjonsforskriften av 20. desember 1996".

Interest Determination Date: ⁷⁾	2 Business Days prior to Date of Interest Payment Date
Interest Determination: ⁶⁾⁷⁾	<p>The regulation of the Interest Rate is effective from each Interest Payment Date. The new interest rate is determined on Interest Determination Date based on NIBOR with additional margin.</p> <p>Should NIBOR not be available, the interest rate is set based on NIBOR Reference Banks plus Margin. The new interest rate and the next interest term/period will be notified the Bondholders in writing through the Securities Depository. The Trustee and Oslo ABM shall also be notified immediately.</p> <p>If any discrepancy should occur between the Issuer and the Trustee regarding change of page, or if the interest rate is set in accordance with NIBOR-reference banks, the Issuer or the Bondholders who represents minimum 1/10 of Outstanding Loan may appeal against the Interest Determination. Such an appeal must be presented in writing to the Trustee no later than 20 Business days after the bondholders being informed of the interest rate. The appeal will be dealt with by a committee comprising three members, of which one representative is nominated by the Issuer, one representative is nominated by the Trustee and a chairman agreed by the representatives of the two parties. If the parties cannot agree upon a chairman, this person will be nominated by Lord Chief Justice of the City of Oslo Magistrates Court. The decision made by the committee is final.</p> <p>The notification of the complaint together with the final determination of the interest rate shall be forwarded to the Bondholders through the Securities Depository. If a complaint is made, the current notification shall also be forwarded to Oslo ABM.</p>
NIBOR – definition: ⁵⁾	<p>The interest rate, rounded to the nearest hundredth percentage points, for an equivalent time period as mentioned under NIBOR that is quoted on the Reuters page NIBR at 12 p.m. in Oslo on the Interest Determination Date.</p> <p>Should the content of the Reuters page NIBR be changed such that the quoted interest rate is not representing, according to the Trustee and the Issuer, the same interest rate as at the time of disbursement or if the page in question is removed from the Reuters system, another page on Reuters shall be used. A page from another electronic news agency that gives the same interest rate as Reuters' page NIBR did at disbursement date can also be used if the Trustee and the Issuer agree upon this.</p>
NIBOR – reference banks:	The interest rate fixed on basis of the interest on deposits in the inter-bank market in Oslo quoted by the 4 largest authorised exchange banks in the Norwegian market at approximately 12 p.m. in Oslo on the Interest Determination Date for a period as mentioned in NIBOR that starts on the Interest Determination Date and is valid for a comparable amount. The Trustee shall ask the head office of each bank to quote such an interest rate. If two or more quotes are given, the interest rate shall be fixed to the arithmetic mean of the quotes. If less than two quotes are given, the interest rate shall be set to the arithmetic mean of the interest rates quoted by banks selected by the Trustee approximately 12 p.m. in Oslo on the Interest Determination Date for loans in NOK to leading banks in Europe for a time period as mentioned in NIBOR which starts on the date of which the interest rate is set valid for a comparable amount. An interest rate determined by calculation of the arithmetic mean is rounded to the nearest hundredth percentage points.
Yield:	Dependent on the market price. Yield for the first Interest Period will be notified 2 Banking Days prior to Disbursement Date.
Interest Period: ⁹⁾⁷⁾	The interest is paid in arrears on the Interest Payment Date. The first interest period matures on the first Interest Payment Date after the Disbursement Date. The next period runs from this date until the next Interest Payment Date. The last period of interest ends on Maturity Date.
Accrued interest:	Accrued Interest for trades in the secondary bond market are calculated on the basis of current recommendations of Norsk Finansanalytikeres Forening.
Standard Business Day Convention: ⁸⁾	Modified Following: If the Interest Payment Date is not a banking day, the Interest Payment Date shall be postponed to the next banking day. However, if this day falls in the following calendar month, the Interest Payment Date is moved to the first banking day preceding the original date.
Condition – Bondholder's put option: ¹²⁾	On Redemption Date the Bondholders have a right to redeem the bonds at the Corresponding Price. Claim of redemption must be received by the account operator investor in writing no later than 15 banking days prior to the Redemption Date in question, as mentioned under The Bondholders Put Option.
Condition – Issuer's call option: ¹³⁾	On Redemption Date, the Issuer has a right to redeem the bonds, completely or partly by drawing lots at the Corresponding Price. If the Issuer makes use of this right to redemption, the Issuer shall notify the Trustee, Bondholders and Oslo ABM regarding this matter no later than 30 banking days prior to the Redemption Date in question. The notification shall also be forwarded to the Bondholders through the Securities Depository as soon as possible.

Registration:	The loan must prior to disbursement be registered in the Securities Depository. The bonds are being registered on each Bondholders account in the Securities Depository.
Issuer's acquisition of bonds:	The issuer has the right to acquire and own the bonds. Such bonds may at the Issuer's discretion be retained by the Issuer, sold or used for partial redemption.
Amortisation: ⁴⁾	The bonds will run without instalments and be repaid in full on Maturity Date at par, provided the Issuer has not called the bonds. NOT APPLICABLE
Redemption:	Matured interest and matured principal will be credited each Bondholder directly from the Securities Registry. Claims for interest and principal shall be limited in time pursuant the Norwegian Act relating to the Limitation Period Claims of May 18 1979 no 18, p.t. 3 years for interest rates and 10 years for principal.
Sale:	Tranche 1/ Loan Amount has been sold by the Arranger(s). Later taps can be made by authorized securities brokers.
Legislation:	Disputes arising from or in connection with the Loan Agreement, which are not resolved amicably, shall be resolved in accordance with Norwegian law and the Norwegian courts. Legal suits shall be served at the Trustee's competent legal venue.
Fees and expenses:	The Issuer shall pay any stamp duty and other public fees in connection with the loan. Any public fees or taxes on sales of Bonds in the secondary market shall be paid by the Bondholders, unless otherwise decided by law or regulation. The Issuer is responsible for withholding any withholding tax imposed by Norwegian law.



Trondheim/Oslo, 11 June 2012

 Pareto Securities