STANDARD ESTATE AGENCY TERMS, OCTOBER 2015, FOR THE SALE AND PURCHASE OF A PRIVATE LIMITED LIABILITY COMPANY, WITHOUT CLOSING AGENT. Draft A 02.03.18 from Eiendomsmagnaten AS by Leif Arne Bakker. Eiendomsmagnaten AS has examined neither issues relating to direct or indirect taxes, nor accounting issues. It is recommended that these be evaluated by the advisors of the parties or by their auditors. The agreement is concluded when signed by the seller and the purchaser.

# SALE AND PURCHASE AGREEMENT

# between

# Avenir AS

# and

# Bruube AS

# relating to the sale and purchase of the shares of

# Brugata 12 AS.

### 1. THE PARTIES AND THE PROPERTY

Avenir AS, business registration no. 43543345345, (the Seller) is the owner of 100% of the shares (the Shares) of the Brugata 12 AS, business registration no. 387634222, (the Company).

The Seller and Bruube AS, business registration no. 233121322, (the Purchaser) agree that the Shares shall be transferred from the Seller to the Purchaser on the terms set out in this agreement.

The Brugata 12 AS is the owner of land no. 2534534-435, title no. , together with its existing buildings and facilities in the municipality of Oslo (the Property).

### 2. THE PURCHASE PRICE

#### 2.1. The Property Value and calculation of the Purchase Price

The Purchase Price for the Shares (the Purchase Price) shall be:

1. NOK 12.344.000, which represents an agreed, fixed value for the Property (the Property Value);

plus:

1. the cash and receivables on the balance sheet of the Company;
2. 2.5% of any loss carry forward (until and including the date of Closing);
3. NOK 12.233, which represents an agreed, fixed consideration in respect of deferred tax benefit comprising loss in the gain/loss account.

minus:

1. all liabilities on the balance sheet of the Company(including the Loans as defined in Clause 2.2) with the exception of deferred tax and provision for bad debts; and
2. NOK 10.212, which represents an agreed, fixed deduction in respect of deferred tax comprising gain in the gain/loss account; and
3. NOK 200.230, which represents an agreed, fixed amount to compensate for the difference between the Property Value (less the agreed value of the land) and the basis for tax depreciation of the Property.

#### 2.2. The Estimated Balance Sheet and the Estimated Purchase Price

The Purchase Price payable by the Purchaser upon Closing (the Estimated Purchase Price), shall be determined on the basis of a balance sheet for the Company as it is expected to be as per Closing (the Estimated Balance Sheet). The Estimated Balance Sheet shall be prepared in accordance with generally accepted accounting principles, consistently applied, and otherwise as follows:

1. Expected profit/loss after tax until and including the date of Closing shall be included.
2. Payable tax and deferred tax benefits shall reflect the Company’s tax depreciation and entries from the gain/loss account, etc., in the sales year, allocated on the basis of the period of ownership during the sales year, calculated as the number of days of ownership, with the date of Closing being allocated to the Seller.
3. Deferred tax benefits and deferred tax shall not be recorded as one net amount, but as two gross items under assets and liabilities.

Appendix 3 contains an Estimated Balance Sheet prepared by the accountant of the Company, and a calculation of the Estimated Purchase Price, which is estimated at NOK 11.100.000.

The Purchaser shall pay the Estimated Purchase Price upon Closing

Furthermore, the Purchaser shall, at the same time and on behalf of the Company, repay the debt outstanding from the Company to the Seller (the Seller Loan), which is in the amount of NOK 4.100.000, including accrued interest, as per Closing.

The Seller and the Company hereby confirm that any claim between the Company and the Seller or other companies in the same group as the Seller, is settled with final effect after TBD has received NOK 12.500.000 from TBD upon Closing], and that any claim omitted in the Revised Balance Sheet is waived in its entirety with effect from Closing.

#### 2.3. The Revised Balance Sheet and the Revised Purchase Price

The Seller shall send the following to the Purchaser no later than 45 days after Closing:

1. An updated balance sheet as per Closing (the Revised Balance Sheet), prepared pursuant to the same principles as the Estimated Balance Sheet, cf. Clause 2.2 (provided, however, that any arrangements made by the Company on the date of Closing after the Purchaser has taken delivery of the Shares shall be disregarded) and approved and signed by those who served as Directors of the Company immediately prior to Closing;
2. A certification from PWC, to the effect that he has conducted a simplified check of the Revised Balance Sheet; and
3. A calculation of the Purchase Price (the Revised Purchase Price) on the basis of the Revised Balance Sheet.

The Purchaser may, no later than 14 days after receiving the Revised Balance Sheet and the calculation of the Revised Purchase Price (hereinafter jointly referred to as the Purchase Price Calculation), notify the Seller in writing if he has objections to the Purchase Price Calculation. If the Purchaser fails to invoke any objection within the aforementioned time limit, the Purchase Price Calculation prepared by the Seller shall become final and binding on the parties.

If the Purchaser invokes an objection against the Purchase Price Calculation within the aforementioned time limit and the parties do not reach agreement within an additional 14 days, an independent chartered accountant, jointly appointed and paid for by the parties, shall determine the Purchase Price Calculation with final and binding effect for the parties. The outcome of such determination shall be submitted no later than 14 days after the chartered accountant has been appointed.

If the parties do not reach agreement as to which chartered account should be used, either of the parties may require that such chartered accountant be appointed by the Chairperson of the Norwegian Financial Services Association (FNH). To the extent that the chartered accountant needs to take a view on legal issues for purposes of his or her determination, such determination shall be deemed to constitute an arbitral award and shall be governed by the provisions of the Arbitration Act to the extent that they do not conflict with this provision, and such award may only be set aside by the ordinary courts of law via legal action as mentioned in Section 42 of the Arbitration Act. The chartered accountant shall be made aware of this, as well as of the final and binding effect the chartered accountant’s decision will have for the parties. The chartered accountant shall be entitled to appoint, at his or her own discretion and for the account of the parties, an independent lawyer to perform a legal assessment of the objection, in which case such assessment shall be submitted to both parties for commenting prior to a decision being made. The parties and the Company shall grant the chartered accountant access to all information the chartered accountant many request with regard to the Company.

If the Revised Purchase Price deviates from the Estimated Purchase Price;

1. any positive difference shall be paid by the Purchaser to an account specified by the Seller; and
2. any negative difference shall be paid by the Seller to an account specified by the Purchaser.

The difference shall be paid no later than 14 days after the Purchase Price Calculation has been determined with final effect, with the addition of 3.3% interest p.a. as from Closing until payment is made, provided, however, that late payment interest pursuant to the Late Payment Interest Act shall accrue after the due date.

The fact that the Purchase Price Calculation is final and binding shall not prevent the Purchaser from invoking claims as the result of breach of any other provision of this agreement.