

# Broadhill

**BROADHILL CAPITAL PARTNERS LLC ("Investor")  
 BROADHILL PARTNERS LLC ("BH Partners")  
 BROADHILL ADVISORS LLC ("BH Advisors")  
 (collectively "BROADHILL")**

## **TERM SHEET REGARDING THE SEPARATE CONSULTING AND INVESTMENT TRANSACTIONS**

**August 14, 2025**

### **Ferdocean Shipping AS**

**\$150,000,000 Capital Commitment  
 30.00% Preferred Stock with One-to-One Warrant Coverage**

This confidential joint term sheet ("Term Sheet") outlines certain material terms and conditions for the investment in Ferdocean Shipping AS, a Norwegian limited company, organized under the laws of Norway, and any entity that survives or is created as the result of one or more business combinations (the "Company"), and certain other transactions by Broadhill or its designee that is an affiliate of such company.

The purpose of this Term Sheet is to provide the basis for the preparation of definitive agreements for certain proposed transactions (the "Transactions"). The definitive agreements will elaborate upon and will contain additional provisions as reasonably required. The terms and conditions set forth herein are non-binding and consequently do not constitute any form of binding offer or contract, except with respect to the Binding Provisions specified under the caption "Non-Binding Effect."

**This Term Sheet shall expire, and the offer made by this Term Sheet may not be accepted from and after 7 days after the date first written above, unless accepted by the Investor in its sole and absolute discretion.**

<b>Company:</b>	Ferdocean Shipping AS, a Norwegian limited company organized under the laws of Norway.
<b>Common Stock:</b>	Shares of the common stock of the Company ("Common Stock").
<b>Investment:</b>	<p>The capital commitment amount ("Capital Commitment") shall mean <b>One Hundred and Fifty Million U.S. Dollars (\$150,000,000)</b>. The Investor will invest on the terms set forth in this term sheet and subject to the terms set forth in the definitive agreements an amount up to the Capital Commitment (the "Investment Amount") at a price per share equal to the Share Price, as defined below for the purchase of Senior Convertible Preferred Stock (the "Preferred Stock"), representing an aggregate of 30.00% of the fully diluted capitalization of the Company subsequent to completion of the transactions contemplated hereunder, which will have specified voting rights, a 7.50% per annum dividend, dilution protection (e.g. against down rounds), and other customary covenants by the Company and rights.</p> <p>Notwithstanding anything to the contrary contained herein or in the definitive agreements, the cumulative amount of dividends (whether paid in cash, in stock, in kind, or accrued) payable in respect of the Preferred Stock shall be capped at an amount equal to the aggregate original investment amount paid by Broadhill for the Preferred Stock (the "Dividend Cap"). Upon the total cumulative dividends paid or accrued on the Preferred Stock reaching the Dividend Cap, no further dividends shall accrue or be payable in respect of the Preferred Stock from such date forward.</p>

	The Company shall issue, on the Effective Date, a fully paid non assessable Warrant exercisable at par value, which provides BH Partners the right to purchase Common Stock in an equal percentage and amount as issuable to the Preferred Stock.
<b>Restricted Securities / No specified right to appoint Board Directors:</b>	<ul style="list-style-type: none"> <li>The securities issued hereunder will be issued in a private placement and shall be restricted securities, and shall be further restricted in accordance with the blocker provision described below.</li> <li>Only the Company's Common Stock will be required to be a listed and trading security prior to the Company's drawdown of the Investment Amount. The Preferred Stock and Warrants will not be listed securities.</li> <li>The Preferred Stock that is issued will be a non-voting series, which shall NOT have a specified right to appoint board directors, and may be exchanged for a voting series of Preferred Stock, subject to the limitation of the blocker provision described below.</li> <li>The Preferred Stock and Warrants will each be subject to a customary "blocker" provision whereby the holder will be required to provide notice sixty-one days in advance of any conversion that would result in the holder exceeding 4.99% of the beneficial voting interest in the Company.</li> </ul>
<b>Expected Date for Execution and Delivery of the Definitive Agreements:</b>	Broadhill shall deliver a draft of the definitive agreements for the separate transactions within approximately 30 to 45 calendar days following the receipt of the Transaction Expense and subsequent provisioning of personnel required to prepare such documents, assuming that the diligence information that is from time to time requested by Broadhill is promptly provided by the Company. The date that the Parties execute and deliver the definitive agreements is referred to as the " <u>Effective Date</u> ".
<b>Investment Exercise:</b>	<p>The Investment Amount set forth above will be invested in the Company in a private transaction through an Investment Agreement which provides the Company with certain flexibility to elect the timing of when the investment will be drawn down (via a put / call provision); provided that the Company's Common Stock including those shares underlying the securities issued hereunder are trading in a liquid market on a national securities exchange (NYSE, NYSE MKT, or any tier of the NASDAQ) and may trade freely without restriction. The Company shall have a put right which when exercised requires Investor to purchase the Preferred Stock, and the Investor shall have a call right which when exercised allows Investor to purchase the Preferred Stock, each as further specified in the definitive agreements. The Company's put right may be exercised from the date specified in the definitive documents which is based on the date the Company is a public company with its common stock listed on an approved stock exchange until the date that is the earlier of (a) 3 years after the Effective Date, or (b) any exercise of the call right. Investors' call right may be exercised on or following the date that is 1 year after the date the Company becomes a public company or 3 years following the Effective Date. The price per share (the "Share Price") and number of shares issuable will be computed during the Exercise Period as further specified in the definitive agreements, such that the Share Price will equal a price based on VWAP determined following the exercise of the put right or call right as further specified in the definitive agreements, or a specified alternative valuation in the event that the Company's Common Stock is not traded on a national securities exchange, and shall not exceed the price per converted number of Common Stock of any security or other purchase right that the Company offers to sell, sells, or issues during the Exercise Period. The Investment Amount will be paid in full, not in part, following delivery of the Preferred Stock, unless the parties mutually agree to a multiple closings provision in the definitive agreements. There will be a charge of approximately 4.5% per annum, not compounded, for the Capital Commitment until drawn, which may be deducted from the Investment Amount. Under the definitive agreements, the Company will provide customary representations, security interests, warranties and covenants, including a liquidation preference, Key-Person insurance, legal opinions, creation of certain stock incentive plans, and provisions related to debt limits and conversion, cancelation, or retirement of certain existing debts.</p> <p><b>Multiple Closings Option.</b> The Company may elect a multiple closing option, which will be reflected in the definitive agreements. In which case, the Company's put option may be exercised in up to 4</p>

equal Tranches, which, subject to the agreed terms may permit multiple Tranches to be drawn in the same exercise notice. Each Tranche will have a specified minimum exercise amount equal to 25% of the Capital Commitment (i.e. \$37,500,000) and 25% of the amount of Preferred Stock being sold pursuant to this Agreement (which amounts to approximately 7.50% of the fully diluted shares of the Company). Each Tranche shall be exercised sequentially. The Company may elect to exercise multiple Tranches in the same notice of exercise provided conditions required for exercise are satisfied. The table below is set forth to provide further clarification of the Multiple Closings Option. The purpose of the Multiple Closing Option is to enable the Company to have greater ability to determine when to deliver a notice of exercise based on needs and market conditions.

Tranche Number	Maximum Investment Amount to be invested and portion of the Capital Commitment extinguished at the Closing of each respective Tranche	Fractional amount of the Preferred Stock sold in each Tranche under the Put Option	Aggregate amount of the Preferred Stock sold following the Closing of the current and prior Tranches	Fully Diluted Shares issuable to Preferred Stockholders in aggregate (on an as converted basis) following the Closing of each progressive Tranche.
1	\$37,500,000	25%	25.00%	7.50
2	\$37,500,000	25%	50.00%	15.00%
3	\$37,500,000	25%	75.00%	22.50%
4	\$37,500,000	25%	100.00%	30.00%

**The Milestones required for the Company's Exercise of a Tranche are as set forth below:**

**Tranche 1:** No Special Milestones Required

**Tranche 2:** No Special Milestones Required

**Tranche 3:** Company Revenue Exceeds [\$ Amount TBD] and Company Net Book Value less ST and LT Liabilities exceeds [\$ Amount TBD]

**Tranche 4:** Company Revenue Exceeds [\$ Amount TBD] and Company Net Book Value less ST and LT Liabilities exceeds [\$ Amount TBD]

<b>Use of Proceeds:</b>	Will be as specified in the definitive agreements.
<b>Contemplated M&amp;A Activity</b>	It is contemplated that the Company shall consummate and close upon one or more combination/merger transactions (the "Merger Transactions") to acquire all of the outstanding shares or all of the assets and business of the one or more merger targets listed in the definitive agreements (each a "Proposed Merger Target" and collectively the "Proposed Merger Targets"), or shall consummate an alternative business combination based parameters that are provided in the definitive agreements, and Investor's ownership interest will be in the resulting company (the "Resulting Issuer") that exists subsequent to the closing of the Merger Transactions. The proposed Merger Transactions currently under consideration by the Company include: Environmental Services, Oil & Gas Services, Maritime/Shipping Services (specifically waste management for marine operations) Except as otherwise agreed, the Company, its Consolidated Assets, and all related entities and subsidiaries, including each Merger Transaction, shall be organized as wholly owned subsidiaries of the Company with a U.S. Delaware C-corporation as the parent company, and such U.S. Delaware C-corporation

	and any predecessor entity will be included in the definition of the Company hereunder, and the securities issued hereunder will be by such U.S. Delaware corporation (also referred to as the "Resulting Issuer").
<b>Other Rights:</b>	Customary registration and investor rights; and the right to be issued the securities specified hereunder and to make such additional investments mutatis mutandis to receive and to maintain up to the ownership amounts specified hereunder.
<b>Brokerage:</b>	Customary provision that there are no unidentified brokers or fees and expenses, and restrictions regarding the amount of any applicable fees and expenses.
<b>Business Development, Consulting, and other provisions:</b>	Following the execution of the definitive agreements, including the investment agreement: BH Advisors may provide business development and introduction services for a fee equal to 7.5% of the value of the transactions consummated as a result of such activities (for clarity, such fee shall not be applied to Investment Amount described in this Term Sheet); and BH Partners may provide certain limited consulting services.
<b>Miscellaneous:</b>	This Term Sheet and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Term Sheet with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Term Sheet will be replaced in its entirety by the definitive agreements and shall become void upon the execution thereof.
<b>Governing Law / Venue:</b>	<p>This document is governed by, and construed in accordance with, the laws of the State of Delaware, without regard to principles of conflicts of laws. In connection with definitive agreements, the Company will provide for non U.S. counsel for matters that are not subject to U.S. laws, and legal opinions of counsel, to the extent reasonably requested by Investor.</p> <p>Any legal suit, action, or proceeding arising out of or relating to this Term Sheet or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington and County of New Castle, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Other than for injunctive relief, the Parties will submit any dispute under this Term Sheet under the virtual mediation and arbitration services of JAMS in the Specified Venue (as defined in the NDA) under its applicable rules in the English language.</p> <p>EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS TERM SHEET IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS TERM SHEET OR THE TRANSACTIONS CONTEMPLATED HEREBY EACH PARTY TO THIS TERM SHEET CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS TERM SHEET BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.</p> <p>Except as otherwise provided in this Agreement, the Parties will bear their own respective attorneys' fees and other costs associated with the transactions contemplated herein. In the event that any party institutes any legal suit, action, or proceeding against the other party, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be</p>

	entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including actual attorneys' fees and expenses and court costs.
<b>Expenses:</b>	<p>Upon execution and delivery of this Term Sheet, the Company will pay Investor a fixed fee of \$175,000 (the "<b>Transaction Expense</b>") and such amount will be the fixed amount for the preparation and delivery of definitive agreements by Broadhill, which are related to the transactions contemplated by this Term Sheet.</p> <p>The Transaction Expense shall be promptly refunded by Investor, in full, if following Timely Performance (as defined below):</p> <ul style="list-style-type: none"> <li>(a) Broadhill determines not to deliver definitive agreements to the Company which contemplate the material terms of this Term Sheet; or</li> <li>(b) The Company undertakes the actions to effectuate the definitive agreements, and executes and delivers the definitive agreements to Broadhill, and Broadhill subsequently determines not to countersign the definitive agreements.</li> </ul> <p>In the event a refund of the Transaction Expense becomes applicable in accordance with letters (a) and (b) above, and if the applicable payment is not sent within 30 business days, a \$50,000 penalty will become immediately due to Investor, and Investor will be liable for the refund, the penalty, and all reasonable litigation costs incurred by the Company from and after such date, in connection with the collection of such amounts.</p> <p>In all other circumstances, except those expressly set forth in sections (a) and (b) above, the Transaction Expense shall be fully and irrevocably earned and shall be non-refundable upon delivery of definitive agreements.</p>
<b>Break-Up Fee:</b>	The definitive agreements will provide for appropriate remedies to the Company in the event that Investor breaches its obligations to invest in the Company, which if not cured within a reasonably time after notice by the Company of such breach, will include a fee (" <b>Break Up Fee</b> ") equal to \$175,000 (or the Transaction Expense actually received by Investor, if less), and all reasonable legal expenses incurred by the prevailing party in connection with the litigation of any such breach.
<b>Investor Ability to Fund:</b>	In connection with this Term Sheet, the Investor will provide reasonable comfort as to its right, authority and ability to consummate the investment as contemplated by this Term Sheet, which shall include a confirmatory letter from the law firm which will be engaged to provide a legal opinion as to Broadhill's ability to perform. Furthermore, on the date that the definitive agreements are executed the Investor will deliver (x) a letter that, subject to customary caveats and assuming that the transactions contemplated by this Term Sheet are consummated, represents and confirms that the Investor, has available to it sufficient funds and securities to pay the Investment Amount, and, if so agreed, (y) a customary legal opinion that the Investor has the legal power and capacity to perform its obligations under the definitive agreements to which it is a party.
<b>Timely Performance:</b>	Time shall be of the essence with respect to the completion of the definitive agreements. The parties shall undertake those actions and provide the responsive information required to accurately complete the definitive agreements such that Broadhill will have the information required to prepare and deliver signature ready drafts of the definitive agreements within not more than 30 days of the initial delivery thereof, and so that such signature ready documents may be promptly prepared and subsequently executed by the parties (referred to hereunder as "Timely Performance").
<b>Ownership of Broadhill:</b>	Broadhill will also provide representations and warranties in the definitive agreements that Broadhill would not violate any of the restrictions regarding non-US ownership applicable to NASA or any Defense Contractor, including the restrictions under 50 U.S. Code § 4566 and that: (1) Broadhill is not an "entity controlled by a foreign government" under such statute, (2) no person that controls the business operations of Broadhill is not a U.S. citizen, any prohibited person by reason of criminal

	activity, or any person that is on or should be on the Specially Designated Nationals and Blocked Persons list.
<b>Confidentiality and Diligence:</b>	The terms of the Mutual Non-Disclosure Agreement dated as of February 5, 2025 by and among the Company and Broadhill Capital LLC (the "NDA") shall remain in full force and effect. The existence of this Term Sheet, and related discussions, and the fact that discussions are taking place among the parties at all, shall be deemed Confidential Information under the terms of the NDA. The Company represents and warrants that all Company information obtained in the course of due diligence is accurate in all material respects and is not in any way misleading, the Company has not withheld any material information, and the Company has clearly and accurately disclosed material adverse information and events pertaining to its business, which have occurred, which are threatened, or which have a reasonable likelihood of occurring, including with respect to any of its key personnel or key commercial relationships.
<b>Consolidated Assets:</b>	To the extent that ownership and/or control of certain Consolidated Assets have not yet been transferred to or integrated with the business of the Company, the Company and each of its control persons and executives and affiliates will promptly, at no additional cost to the Company or the Investor (other than reasonable administrative costs to the Company), undertake all required actions for each of the Consolidated Assets to become wholly owned and controlled by the Company, or otherwise to the maximum extent permitted under law, except as otherwise agreed in writing by Investor. Securities, property, and other assets to be consolidated to the ownership and control of the Company (the " <b>Consolidated Assets</b> ") shall mean the securities, property, and other assets, including without limitation each parent company, sister company, management company, operating company, holding company, subsidiary, un-incorporated business or activity, license, royalty, commission, payment scheme or other valuable consideration, current and future plans and developments (including without limitation tangible or intangible concepts, discoveries, intellectual property) which are directly or indirectly held by, in the control of, or created by (in whole or in part), the Company or any control person or executive or affiliate of the Company.
<b>Counterparts:</b>	This Term Sheet may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Term Sheet delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Term Sheet.
<b>Non-Binding Effect:</b>	This Term Sheet is for discussion purposes only and supersedes any prior discussion and materials presented with respect to such terms described above. Nothing contained herein creates any liability or any obligation on the part of any Party to share information, continue discussions, or enter into any definitive agreement. Other than as set forth in this section, and the sections entitled "Brokerage", "Governing Law / Venue," "Expenses," "Break-Up Fee," "Confidentiality and Diligence," "Other Rights," and "Counterparts" (collectively, the " <b>Binding Provisions</b> "), no legally binding obligation shall be created, implied, or inferred unless and until a definitive agreement is executed and delivered by the Parties (or their respective affiliates). Without limiting the generality of the foregoing, unless and until such execution and delivery occurs, no agreement shall exist between the Parties or their respective affiliates and no obligations shall arise whatsoever, except as expressly set forth in the preceding sentence. Any Broadhill person may perform any of its obligations contemplated by this Term Sheet through any of its designated affiliates.

Each of the Parties hereby acknowledge their agreement to the terms contained herein by signing below as of the date first set forth above.

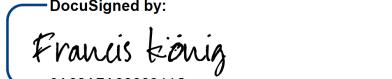
**Investor**

Broadhill Capital Partners LLC,  
a Wyoming Limited Liability Company

DocuSigned by:  
By:   
Name: Francis König  
Title: Authorized Signatory

**BH Partners**

Broadhill Partners LLC,  
a Wyoming Limited Liability Company

DocuSigned by:  
By:   
Name: Francis König  
Title: Authorized Signatory

**BH Advisors**

Broadhill Advisors LLC,  
a Wyoming Limited Liability Company

DocuSigned by:  
By:   
Name: Francis König  
Title: Authorized Signatory

**Company**

Ferdocean Shipping AS  
a Norway Norwegian limited company

DocuSigned by:  
By:   
Name: Runar Nilsen  
Title: CEO

Address for notices to Company:

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