



NORSK TILLITSMANN ASA

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To the bondholders in:

**ISIN NO 001 019835.1 (ELK14) – Floating rate Elkem ASA Open Bond Issue 2003/2008**

Oslo, 21 March 2006

## **BONDHOLDERS MEETING – ADOPTED RESOLUTION**

On 21 March 2006 a bondholders' meeting was held pursuant to summons of 10 March 2006.

The following resolution was adopted:

### **A. Change of debtor**

The bondholders consent to changing debtor from Elkem AS, to Orkla ASA. Norsk Tillitsmann ASA will carry out the necessary execution.

### **B. Change in the status of the loan**

Existing provisions in Clause 8.1 shall be amended to read as follows:

“The bonds constitute (subject to section 8.2) unsecured obligations of the Borrower and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Borrower under the Loan in respect of principal and any interest thereon shall, save for such exceptions as may be provided by applicable legislation and subject to Clause 8.2, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Borrower, present and future.”

### **C. Change in the negative pledge clause:**

Existing provisions in Clause 8.2 shall be amended to read as follows:

“As long as the loan is outstanding the debtor is obligated to:

- (i) the Borrower shall not create or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest (“Security”) upon the whole or any part of its undertaking, assets or revenues present or future to secure any Relevant Debt (as defined below), or any guarantee of or indemnity in respect of any Relevant Debt
- (ii) the Borrower shall procure that no other person creates or permits to subsist any Security upon the whole or any part of the undertaking, assets or revenues present or future of that other person to secure (a) any of the Borrower’s Relevant Debt, or any guarantee of or indemnity in respect of any of the Debtor’s Relevant Debt or (b) where the person in question is a Material Subsidiary (as defined below) any of the Relevant Debt of any person other than that Material Subsidiary, or any guarantee of or indemnity in respect of any such Relevant Debt and

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(iii) the Borrower shall procure that no other person gives any guarantee of, or indemnity in respect of, any of its Relevant Debt

unless, at the same time or prior thereto, the Borrower's obligations under the Agreements (A) are secured equally and rateably therewith or benefit from a guarantee or indemnity in substantially identical terms thereto, as the case may be, in each case to the satisfaction of the Loan Trustee, or (B) have the benefit of such other security, guarantee, indemnity or other arrangement as the Loan Trustee in its absolute discretion shall deem to be not materially less beneficial to the noteholders (the Loan Trustee could decide that such decision should be taken in a bondholders' meeting).

In this section, "Relevant Debt" means any present or future indebtedness in the form of, or represented by, bonds, notes, debentures, loan stock or other securities that are for the time being, or are capable of being, quoted, listed or ordinarily dealt in on any stock exchange, automated trading system, over-the-counter or other securities market.

"Material Subsidiary" means any Subsidiary (as defined below) of the Borrower the total assets or total revenues of which equal or exceed 10 per cent. of the total consolidated assets or total consolidated revenues of the Borrower and its Subsidiaries. These figures will all be calculated on the basis of the then most recent consolidated accounts of the Borrower (whether audited or unaudited) that are available to the public and the then most recent audited financial statements of the relevant Subsidiary (whether or not it was a Subsidiary at the time of their preparation).

"Subsidiary" means any company more than 50 per cent. of whose issued share capital is held, directly or indirectly, by the Borrower."

### D. Change in the cross-default clause:

Existing provisions in Clause 15.1 (c) shall be amended and read as follows:

"one or more of the Borrower's loans, guarantees or any other indebtedness which in sum exceeds U.S.\$40,000,000 (U.S.Dollarfortymillion) or its equivalent in other currencies, as a result of the Borrower's default is become due and payable, or is capable of being declared due and payable before agreed maturity date, and this results in a material deterioration in the Borrower's ability to fulfil its obligations according to the Loan Agreement,"

### E. Effectiveness and execution of the resolution:

Norsk Tillitsmann ASA is given power of attorney to enter into the necessary agreements in connection with decisions made in today's bondholders' meeting as well as to carry out the necessary completion work.

Of the bondholders present, 100.00 per cent voted in favour of the proposal. In accordance with the provisions of the loan agreement, the resolution was then adopted with a sufficient majority.

Best regards

For Norsk Tillitsmann ASA

  
Tina Bergström

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