

Acceptance Form

ACCEPTANCE FORM ODIM ASA – Voluntary offer

To be used for accepting the voluntary offer from Rolls-Royce Marine AS (the "Offeror") to purchase all issued and outstanding shares in Odim ASA ("Odim"). Properly completed and signed Acceptance Forms may be faxed, sent by post or delivered to the Receiving Agent:

Nordea Bank Norge ASA
Securities Services - Issuer Services
Essendropsgate 7, P.O. Box 1166 Sentrum,
N-0107 Oslo, Norway
Fax: (+47) 22 48 63 49
Tel: (+47) 22 48 62 62
E-mail: issuerservices@nordea.com

The Company's share register shows per 25 February 2010:

VPS Account:	Number of shares:	Bank account for payment:	Rights holder registered:

ACCEPTANCE DEADLINE: Acceptance must be received by the Receiving Agent by 17:00 (CET) on 29 March 2010. The Offeror reserves the right at any time and one or several times to extend the Offer Period up to 7 May 2010. Shareholders with shares in Odim divided between several VPS accounts will receive an Acceptance Form for each account. All acceptance forms received must be completed and returned within the acceptance deadline. Payment (for investors who do not have a Norwegian bank account connected to their VPS account):

In order to be able to transfer the settlement amount to your bank account, please state your IBAN-number and the SWIFT/BIC-code to your bank.

Fill in here: _____ **and** _____
IBAN-number SWIFT/BIC-code

To the Offeror and the Receiving Agent:

1. I/we have received this offer document dated 26 February 2010 (the "Offer Document") and irrevocably accept the Offeror's offer (the "Offer") to purchase all my/our shares in Odim in accordance with the terms and conditions set out in the Offer Document. The acceptance also includes any Odim shares which, in addition to the shares specified above, are acquired or will be acquired and which are credited to the above VPS account until the shares are debited my/our VPS-account and transferred to an escrow account in the name of Nordea Bank Norge ASA.
2. I/we acknowledge that from today's date, I/we will not be able to sell or otherwise dispose of, charge or transfer to another VPS account, the shares in Odim which are covered by this acceptance. I/we further accept that the shares covered by my/our acceptance are blocked in favour of the Receiving Agent. The Receiving Agent is irrevocably authorised to restrict the Odim shares on the above-mentioned VPS account in favour of the Receiving Agent on behalf of the Offeror.
3. The Receiving Agent is given irrevocable authority to transfer the shares to a VPS account in the name of the Offeror at the time the settlement for the shares takes place.
4. I/we accept that the payment will be credited to my/our bank account used by VPS for dividend payments, or, if there are no record of such account, that payment will be credited to the bank account I/we have specified on or submitted together with the Acceptance Form. For shareholders resident in Norway, if there is no record of a bank account in VPS and no bank account is specified by the shareholder when submitting the acceptance form, payment will be sent by bank check. For shareholders who do not hold a bank account with a Norwegian bank, payment details for offshore payments must be included in addition to the bank account number, such as IBAN, SWIFT or similar payment codes depending on the jurisdiction where the bank account is located.
5. My/our shares in Odim are transferred free of encumbrances or liens of any kind. I/we acknowledge that this acceptance only will be valid if any rights holder has given written authorisation on this acceptance form that the shares may be sold and transferred to the Offeror free of any liens or encumbrances.
6. The Offeror will pay my directly attributable transaction costs in VPS in connection with my acceptance.
7. I/we understand and agree that the Offer is not being made to, nor will tenders be accepted from or on behalf of the Odim shareholders in any jurisdictions in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. I/we confirm that my acceptance is not restricted according to the laws of the jurisdiction applicable to me.
8. I/we certify that: (1) I/we have not received the Offer Document, this acceptance form or any other document relating to the Offer in Japan, nor have I/we mailed, transmitted or otherwise distributed any such document in or into Japan; (2) I/we have not utilised, directly or indirectly, the mails, or any means or instrumentality of commerce, or the facilities of any national securities exchange, of Japan in connection with the Offer; (3) I/we am/are not and was/were not located in Japan at the time I/we accepted the terms of the Offer or at the time I/we returned this acceptance form; and (4) if I/we am acting in a fiduciary, agency or other capacity as an intermediary, then either (a) I/we have full investment discretion with respect to the securities covered by this acceptance form or (b) the person on whose behalf I/we am acting was located outside Japan at the time he or she instructed me/us to accept the Offer.
9. In accordance with the Norwegian Securities Trading Act, the Receiving Agent must categorise all new customers in one of three customer categories. All shareholders delivering this Acceptance Form and which are not existing clients of the Receiving Agent will be categorised as non-professional clients. For further information about the categorisation, the shareholder may contact the Receiving Agent. The Receiving Agent will treat the delivery of this Acceptance Form as an execution only instruction from the shareholder to sell his/her shares under the Offer, since the Receiving Agent is not in the position to determine whether the acceptance and selling of shares is suitable or not for the shareholder.
10. I/we are responsible for the correctness of the information inserted on the Acceptance Form. Acceptance Forms received after the end of the offer period and/or incomplete or incorrect Acceptance Forms may be disregarded at the sole discretion of the Offeror. Neither the Offeror, nor the Receiving Agent may be held responsible for postal delays, unavailable fax lines, unavailable internet lines or servers or other logistical or technical problems that may result in Acceptance Forms not being received in time or at all by the Receiving Agent.
11. The Offer and this Acceptance Form are governed by and will be interpreted in accordance with Norwegian law. Any disputes are subject to the jurisdiction of the courts of Norway, with the Oslo District Court as legal venue.

 Place Date Phone daytime Signature *)

*) If signed pursuant to an authorisation, the authorisation or the company registration certificate should be attached.

Rights holder:

If there is a registered rights holder on the VPS account, this will be marked with a YES in the right-hand box on the acceptance form. As rights holder, the undersigned consents to the transaction being carried out and that the shares are transferred to the Offeror free of any liens or encumbrances:

 Place Date Phone daytime Rights holder's signature *)

*) If signed pursuant to an authorisation, the authorisation or the company registration certificate should be attached.