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To the bondholders in:

**ISIN: NO 001 064082.4 - 13 per cent. OSX 3 Leasing BV Senior Secured Callable Bond
Issue 2012 / 2015**

Oslo, 6 March 2019

Notice of Written Bondholders' Resolution: Debt Exchange and New Funding Arrangements

1. INTRODUCTION

Nordic Trustee AS (the "**Bond Trustee**") acts as bond trustee for the holders of the 13 per cent. OSX 3 Leasing BV Senior Secured Callable Bond Issue 2012/2015 (the "**Bonds**" and holders thereof, the "**Bondholders**") issued by OSX 3 Leasing BV ("**OSX3**") and guaranteed by OSX 3 Holding BV, OSX 3 HoldCo BV and OSX Leasing Group BV.

Capitalised terms used but not otherwise defined in this summons (the "**Summons**") shall have the meaning given to them in the bond agreement dated 15 March 2012 (as amended and restated on 28 June 2018) between, among others, OSX3 and the Bond Trustee in relation to the OSX3 Bonds (the "**Bond Agreement**").

OSX3 has requested that the Bond Trustee issue this request for a written Bondholders' resolution pursuant to Clause 16.5 (*Written Resolutions*) of the Bond Agreement to consider a proposal to exchange the Bonds for a new private placement note issued by OSX3 as part of a proposed broader restructuring of OSX3's debt and equity.

The Bond Trustee has not prepared or verified the statements in this Summons and expressly disclaims all liability whatsoever related to such information.

Bondholders are encouraged to read this Summons in its entirety.

2. GENERAL UPDATE

2.1 New Charter Arrangements

Reference is made to the notice of written resolution published by the Bond Trustee on 23 November 2018 (the “**November 2018 Summons**”), which sought Bondholders’ approval of a proposed new charter arrangement between OSX3 and Dommo Energia S.A. (“**Dommo**”) for the long-term deployment of the FPSO on the Tubarao Martelo oil field in Brazil (the “**New Charter**”).

The New Charter was approved by Bondholders and became effective on 4 December 2018. OSX3 received the first payment of charter rates from Dommo under the New Charter on 19 February 2019.

2.2 OSX Leasing Group BV liquidation

The November 2018 Summons referred to a proposed distribution by the liquidator of OSX Leasing Group BV to the Bond Trustee (in relation to the guarantee of the Bonds provided by OSX Leasing Group BV) of approximately €5 million. A distribution of US\$5,715,850.28 has now been received by the Bond Trustee on behalf of the Bondholders.

2.3 OSX3 Cayman Limited bond redemption

As contemplated in the November 2018 Summons, the 35% callable bonds issued by OSX3 Cayman Limited (including all accrued interest thereon) were redeemed in full on 24 January 2019.

2.4 Cash reserves held by the Bond Trustee and in the Escrow Account

As announced on 19 February 2019, the Bond Trustee has initiated a distribution of US\$50,000,000 to the Bondholders, which was implemented by the Paying Agent on 25 February 2019.

As of 25 February 2019, and after giving effect to the distribution noted above, the Bond Trustee holds US\$ 4,145,000.00 in a client account held on behalf of the Bondholders (the “**Client Account**”) and the Escrow Account has a balance of US\$ 8,900,000.00.

3. PROPOSED DEBT EXCHANGE

The Bonds have been in default since, and were accelerated in, March 2015. Since that time, OSX3 has made significant progress towards establishing stable long-term operations by finalising a settlement with Dommo in 2017 and entering into the New Charter with Dommo in 2018.

OSX3's consultation over the past four years with, and support from, an ad hoc group of Bondholders who hold over 87% of the outstanding principal amount of the Bonds (the "**Ad-hoc Group**"), has been an integral part of it being able to achieve these milestones.

OSX3 has, in consultation with the Ad-hoc Group and the Bond Trustee and its advisers, also been assessing its long-term equity ownership and the structure of the debt that it owes to the Bondholders, in order to ensure that the on-going management and control of OSX3's business is efficiently managed and is aligned with the interests of the Bondholders.

As a result of these discussions, OSX3 now proposes to exchange the Bonds for new English law private placement notes (the "**New Notes**") in order to reflect the consultative relationship between it and the Bondholders and to simplify the administration by OSX3 of the debts owed to the Bondholders.

The Bonds (including all accrued interest) would be exchanged for New Notes at a ratio of US\$1: US\$1 and the New Notes would contain the same payment terms (including interest rate and payment intervals), the same covenant package (except to the extent that such covenants are clearly no longer applicable) and the same consent thresholds as the Bonds. All outstanding events of default under the Bonds would be waived as part of the exchange. However, the New Notes would include a call option allowing the holders of at least 50% of the New Notes to require immediate repayment of all of the New Notes.

The New Notes would benefit from materially the same security package as the Bonds, and OSX3 proposes to that Madison Pacific would act as security agent in connection with the New Notes (the "**Security Agent**") to hold all of the security interests on trust for the holders of the New Notes.

Should Bondholders approve the Proposal (defined and described below) then OSX3 proposes to prepare the binding documentation necessary for the debt exchange over the coming weeks. Once all documentation is in final form, OSX3 will launch a new Bondholder summons setting out all of the terms of, and seeking Bondholders final approval to implement, the debt exchange.

4. **EXTENSION OF FUNDING ARRANGEMENTS**

4.1 Existing Funding Arrangements and anticipated future cash flows under New Charter

Reference is made to the notice of written resolution published by the Bond Trustee on 15 June 2017 (the "**June 2017 Summons**"), which (among other things) sought Bondholders' approval of arrangements for the disbursement of funds held from time to time in the Escrow Account or, if applicable, the Client Account to OSX3 to

facilitate OSX3's management of its own administrative and operating expenses (the "**Existing Funding Arrangements**").

By way of summary, the Existing Funding Arrangements authorise the Bond Trustee (upon request from OSX3) to consent to the release funds from the Escrow Account or, if applicable, the Client Account to OSX3 in order to meet its ongoing administrative and operating expenses, subject to a quarterly cap of US\$500,000 and a lifetime cap of US\$2,000,000. Bondholders are directed to the June 2017 Summons to obtain further details regarding the Existing Funding Arrangements.

Under the terms of the New Charter:

- (a) OSX3 has agreed to resume payment of certain insurances for the FPSO, as well as expenses associated with maintenance of the FPSO's registration with the Liberian ship registry – these expenses amount to approximately US\$1.5 million in 2019 and raise OSX3's expected annual administrative and operating expenditure to approximately US\$2.7 million, or US\$675,000 per quarter;
- (b) Dommo is obliged to pay charter rates to OSX3 at least once every 90 days – while the exact charter rates payable by Dommo will vary depending on (among other things) production levels and prevailing oil prices, OSX3 will be entitled to receive a fixed charter component equal to US\$11.64 million per 90 day period; and
- (c) Dommo is required to direct all oil sales revenue into a collection account (the "**Collection Account**") administered by an independent collection agent (the "**Collection Agent**") – the Collection Agent then distributes payments out of the Collection Account to Dommo and OSX3 in accordance with a prescribed payment waterfall upon receipt of instructions issued by OSX3.

4.2 Proposed changes to Existing Funding Arrangements

Taking into account OSX3's increased forecast expenditure and the anticipated cash flows to be received by OSX3 under the New Charter, OSX3 proposes the following amendments to the Existing Funding Arrangements:

- (a) subject to the limitations and adjustments described below, OSX3 shall be entitled to direct out of the charter rates payable to it under the New Charter (including by instructing the Collection Agent to transfer from the Collection Account) into OSX3's own general operating account (the "**Operating Account**") an amount sufficient to meet its forecast administrative and operating expenses for the 90 calendar day period following the relevant transfer, up to a maximum amount of US\$675,000 – the remaining charter

payments due to OSX3 shall be paid into the Escrow Account or into any other bank account which is secured and blocked in favour of the Security Agent;

- (b) within 14 calendar days of the last day of each calendar quarter (starting from 31 March 2019), OSX3 will upload to the Datasite a statement setting out (i) the opening balance of the Operating Account at the start of the preceding calendar quarter, (ii) a summary of OSX3's actual expenditure for the preceding calendar quarter, including a comparison against forecast expenditure for that period, (iii) the closing balance of the Operating Account on the last day of the preceding calendar quarter, and (iv) a summary of OSX3's forecast expenditure for the following calendar quarter;
- (c) OSX3 shall only be entitled to issue an instruction to the Collection Agent pursuant to paragraph (a) if, and only to the extent that, the balance standing to the credit of the Operating Account (after giving effect to the relevant instruction) would be equal to or less than US\$725,000 (or euro equivalent);
- (d) due to the variable timing of charter payments under the New Charter, OSX3 may request the Security Agent's consent to the transfer of funds from the Escrow Account or, if applicable, the Client Account to the Operating Account to meet its forecast administrative and operating expenses at any time, provided that (i) the aggregate of funds paid into the Operating Account under this paragraph and paragraph (a) above shall not exceed US\$675,000 in any calendar quarter, and (ii) the balance standing to the credit of the Operating Account (after giving effect to the relevant transfer) is equal to or less than US\$725,000 (or euro equivalent); and
- (e) OSX3 shall be entitled to adjust the US\$675,000 and US\$725,000 limits set out above to take into account any reasonable adjustments to its forecast administrative and operating expenditure from time to time (for example, increases or decreases in insurance premia) provided that the limits do not exceed US\$1 million and US\$1.05 million respectively, by providing written notice to the Security Agent (with a copy of such notice uploaded to the Datasite) confirming the amount and nature of such adjustments and that such adjustments are considered by OSX3 to be reasonable and appropriate having regard to the prevailing facts and circumstances,

(together, the "New Funding Arrangements").

If Bondholders approve the Proposal then the New Funding Arrangements will take effect immediately and OSX3 intends to document the New Funding Arrangements concurrently with the proposed debt exchange process.

In order to facilitate OSX3's continued payment of its operating and administrative expenses, OSX3 seeks Bondholders' approval to release US\$621,492.78 from the Escrow Account to its Operating Account immediately following approval of the Proposal (such release of funds counting towards the amounts available to OSX3 for Q1 2019 under the New Funding Arrangements).

5. THE PROPOSAL

Based on the matters set out above, OSX3 proposes that Bondholders:

- (a) authorise and approve OSX3 and the Bond Trustee (in consultation with its advisers) negotiating and agreeing final form binding documentation necessary or desirable to give effect to the proposed debt exchange described in section 3 of this Summons;
- (b) authorise and approve OSX3 negotiating and entering into such agreements and arrangements, and taking such further or other steps, as may be necessary or desirable in order to appoint Madison Pacific as security agent in connection with the New Notes;
- (c) authorise and approve OSX3 and the Bond Trustee negotiating (if necessary) and agreeing such agreements and arrangements, and taking such further or other steps (including issuing such consents or instructions), as may be necessary or desirable in order to implement the New Funding Arrangements;
- (d) authorise and approve the release of US\$621,492.78 from the Escrow Account to OSX3 as described in section 4 of this Summons,

(together, the "Proposal").

6. EVALUATION OF THE PROPOSAL

The Proposal set out in this Summons is put to the Bondholders without further evaluation or recommendation from the Bond Trustee. The Bondholders must independently evaluate whether the Proposal is acceptable to them.

Bondholders holding in excess of two-thirds of the Voting Bonds have indicated to the Bond Trustee that they are supportive of the Proposal set out above.

7. WRITTEN BONDHOLDERS' RESOLUTION

Bondholders are hereby provided with a voting request for a Bondholders' written resolution pursuant to Clause 16.5 (*Written Resolutions*) of the Bond Agreement. For the avoidance of doubt, no Bondholders' Meeting will be held.

In order for a vote to be valid, the Bond Trustee must have received a completed voting form in the form enclosed ("**Voting Form**"), together with evidence of the Bondholder's holding of Bonds (as applicable) satisfactory to the Bond Trustee, by mail, courier or e-mail to the address indicated in the Voting Form by no later than 13 March 2019 at 13.00 hours (Oslo time) (the "**Voting Deadline**").

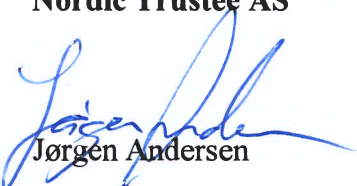
Notwithstanding the Voting Deadline, and subject to the provisions of Clause 16.5 (*Written Resolutions*) of the Bond Agreement, the Proposal will be approved automatically upon receipt of affirmative votes by or on behalf of Bondholders who at the date of this notice represent such majority of votes as would be required if the Proposal was voted on at a Bondholders' Meeting at which all Bondholders entitled to attend and vote were present and voting.

Votes which are submitted are final and cannot be withdrawn. In the event that the Bonds, are transferred to a new owner after votes have been submitted in respect of such Bonds, the new Bondholders shall accordingly not be entitled to vote.

If the Bonds are held in custody – i.e. the owner is not registered directly in the VPS – evidence of holdings from the custodian must confirm: (i) the owner of the Bonds; (ii) the aggregate nominal amount of the Bonds; and (iii) the account number in VPS on which the Bonds are registered.

Yours sincerely

Nordic Trustee AS


Jørgen Andersen

Enclosed: Voting Form

Schedule 1
Voting Form

ISIN: NO 001 064082.4 - 13 per cent. OSX 3 Leasing B.V. Senior Secured Callable Bond
Issue 2012/2015

The undersigned holder or authorised person/entity, votes in the following manner:

1. The Proposal as defined in the notice for written resolution dated 6 March 2019:

In favour of the Proposal

Against the Proposal

ISIN ISIN NO 0010640824	Amount of bonds owned
Custodian name	Account number at Custodian
Company	Day time telephone number
	Email

Enclosed to this form is the complete printout from our custodian/VPS,¹ verifying our bondholding in the above bond issues as of _____

We acknowledge that Nordic Trustee AS in relation to the written Bondholders' resolution for verification purposes may obtain information regarding our holding of bonds on the above stated account in the securities register VPS.

.....
Place, date

.....
Authorised signature

Return:

Nordic Trustee AS
P.O.Box 1470 Vika
N-0116 Oslo

Telefax: +47 22 87 94 10
Tel: +47 22 87 94 00
mailto: mail@nordictrustee.no

¹ If the bonds are held in custody other than in the VPS, an evidence provided from the custodian – confirming that (i) you are the owner of the bonds, (ii) in which account number the bonds are hold, and (iii) the amount of bonds owned.