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To the bondholders in:

ISIN: NO 001 035463.2 - FRN Sea Production Ltd Senior Secured Callable Bond Issue 2007/2012

Oslo, 15 June 2017

Summons to Bondholders' meeting – extension of maturity of Bonds

1. INTRODUCTION

Nordic Trustee ASA (formerly known as Norsk Tillitsmann ASA) (the **"Bond Trustee"**) acts as bond trustee for the holders (the **"Bondholders"**) of the Senior Secured Callable Bond Issue 2007/2012 (the **"Bonds"**) issued by Sea Production Ltd (the **"Issuer"**) and guaranteed by Puffin Ltd (**"Puffin"**) and Wisdom Shipping (S) Pte. Ltd. (**"Wisdom"**).

All capitalised terms used but not otherwise defined herein shall have the meanings assigned to them in the bond agreement for the Bonds (the **"Bond Agreement"**) between the Issuer and the Bond Trustee originally dated 9 February 2007 (as amended and restated from time to time).

The purpose of this summons is to convene a Bondholders' meeting to consider a request by the Issuer for approval in respect of (i) an extension of the Maturity Date of the Bonds, (ii) the inclusion of an additional covenant in the Bond Agreement in relation to the retention of funds, and (iii) the inclusion of a written resolution procedure in the Bond Agreement to expedite any further approvals required under the Bond Agreement. The Bondholders' meeting is requested by the Issuer in accordance with clause 17 of the Bond Agreement. Bondholders are encouraged to carefully read this summons in its entirety.

2. AMENDMENTS TO THE BOND AGREEMENT

2.1 Maturity Extension

The Maturity Date of the Bonds is 14 June 2017. Given the current difficult trading environment in the offshore sector, in order to facilitate repayment and/or refinancing of the Bonds, the Issuer believes that it is important to have FPSO Front Puffin remaining on-hire and in operations as it would allow for a more certain review of the Issuer's financial position and a determination of an appropriate solution for the Bonds in the medium to long term.

In light of the above, the Issuer proposes to the Bondholders a further extension of the Maturity Date of the Bonds, such that the definition of the **"Maturity Date"** be amended in the Bond Agreement from 14 June 2017 to 14 July 2017 (the **"Maturity Extension"**, and such

amendments to the Bond Agreement to effect the Maturity Extension being the “**Maturity Extension Amendments**”).

2.2 Additional Covenant Relating to Retention of Funds

The Issuer has agreed to the insertion of the following additional covenant as a new paragraph (x) of clause 13.2 of the Bond Agreement (the “**Additional Covenant Amendment**”):

“(x) except for any amounts required to pay expenses incurred in the ordinary course of business after the Effective Date, retain any funds which it receives from any party up to and including the Maturity Date, and procure that each member of the Group does the same.”

The definition of “Effective Date” under the Bond Agreement will be amended to refer to the particular date on which the Bond Agreement Amendments (as defined below) become effective pursuant to the amendment agreement to be entered into between the Bond Trustee, the Issuer, Puffin and Wisdom.

2.3 Written Resolution Amendments

The Issuer further proposes amendments to the terms of the Bond Agreement to allow for matters which would otherwise be resolved in a Bondholders’ meeting to be resolved by way of a written resolution procedure (the “**Written Resolution Amendments**”, and together with the Maturity Extension Amendments and the Additional Covenant Amendment, the “**Bond Agreement Amendments**”). The proposed Written Resolution Amendments entail the insertion of a new clause 17.10 in the Bond Agreement together with the insertion of the corresponding definition of “Written Resolution” in clause 1 of the Bond Agreement, substantially in the form attached as Schedule 1. If approved, the Written Resolution Amendments will expedite future processes with respect to approvals under the Bond Agreement.

2.4 Conditions to Amendments

In consideration for, and as a condition to, the Bond Agreement Amendments being approved by the requisite majority of the Bondholders, the Issuer:

- a. shall agree to provide cost cover to the Bond Trustee for its and its legal advisers’ fees, costs and disbursements; and
- b. shall agree to co-operate with the Bond Trustee and its legal advisers in providing ongoing consultation and reasonable access to information and documentation,

during the period of the Maturity Extension (together, the “**Conditions**”).

Should the Conditions not be satisfied at any time, the Bond Trustee shall be entitled to terminate the Maturity Extension by giving written notice of the same to the Issuer.

3. PROPOSAL

Based on the foregoing, the Issuer has requested that the Bond Trustee put forward the following proposal (the “**Proposal**”):

"The Bondholders' meeting authorises the Bond Trustee to:

1. *subject to the satisfaction of the Conditions, enter into an amendment agreement to the Bond Agreement documenting the decision made by this Bondholders' meeting to approve the Maturity Extension, the Maturity Extension Amendments, the Additional Covenant Amendment and the Written Resolution Amendments;*
2. *waive any Event of Default in respect of failure to repay the Bonds on the Maturity Date of the Bonds that may have occurred prior to the date on which the amendment agreement (referred to in paragraph 1 immediately above) is entered into; and*
3. *enter into and execute any such agreements, letters, powers of attorney, deeds and/or notices necessary or advisable (in the absolute discretion of the Bond Trustee) in order to implement the Maturity Extension, the Maturity Extension Amendments, the Additional Covenant Amendment and the Written Resolution Amendments."*

4. EVALUATION OF THE PROPOSAL

The Issuer has requested the Bond Trustee to summon a Bondholders' meeting to consider the Proposal.

The request is put forward to the Bondholders without further evaluation or recommendations from the Bond Trustee. The Bondholders must independently evaluate whether the proposed changes are acceptable.

Bondholders' meeting:

Bondholders are hereby summoned to a Bondholders' meeting:

Time: 22 June 2017 at 13:00 hours (Oslo time),
Place: The premises of Nordic Trustee ASA,
Haakon VII's gt 1, 0161 Oslo – 6th floor

Agenda:

1. Approval of the summons.
2. Approval of the agenda.
3. Election of two persons to co-sign the minutes together with the chairman.
4. Request for adoption of proposal:

It is proposed that the Bondholders' meeting resolve the following:

"The Bondholders' meeting authorises the Bond Trustee to:

1. *subject to the satisfaction of the Conditions, enter into an amendment agreement to the Bond Agreement documenting the decision made by this Bondholders' meeting to approve the Maturity Extension, the Maturity Extension Amendments, the Additional Covenant Amendment and the Written Resolution Amendments;*
2. *waive any Event of Default in respect of failure to repay the Bonds on the Maturity Date of the Bonds that may have occurred prior to the date on which the amendment agreement (referred to in paragraph 1 immediately above) is entered into; and*

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3. *enter into and execute any such agreements, letters, powers of attorney, deeds and/or notices necessary or advisable (in the absolute discretion of the Bond Trustee) in order to implement the Maturity Extension, the Maturity Extension Amendments, the Additional Covenant Amendment and the Written Resolution Amendments."*

Nordic Trustee is given a power of attorney to enter into all necessary agreements, letters, deeds and notices that may be deemed necessary or advisable (in the absolute discretion of Nordic Trustee) in connection with decisions made at the Bondholders' meeting as well as to carry out all necessary completion work.

To approve the above resolution, Bondholders representing at least 2/3 of the Bonds represented in person or by proxy at the duly convened meeting must vote in favour of the resolution. In order for the meeting to be quorate, at least 5/10 of the voting Bonds must be represented at the meeting. If the Proposal is not adopted, the Bond Agreement will remain unchanged and the Proposal will not be implemented.

Please find attached a Bondholder's Form from the Securities Depository (VPS), indicating your bondholding at the printing date. The Bondholder's Form will serve as proof of ownership of the Bonds and of the voting rights at the Bondholders' meeting. (If the Bonds are held in custody – i.e. the owner is not registered directly in the VPS – 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 against which the Bonds are registered.)

The individual Bondholder may authorise Nordic Trustee to vote on its behalf, in which case the Bondholder's Form also serves as a proxy. A duly signed Bondholder's Form, authorising Nordic Trustee to vote, must then be returned to Nordic Trustee in due time before the meeting is scheduled (by scanned e-mail, telefax or post – please see the first page of this letter for further details).

In the event that Bonds have been transferred to a new owner after the Bondholder's Form was made, the new Bondholder must bring to the Bondholders' meeting or enclose with the proxy, as the case may be, evidence which the Bond Trustee accepts as sufficient proof of the ownership of the Bonds.

For practical purposes, we request those who intend to attend the Bondholders' meeting, either in person or by proxy other than to Nordic Trustee, to notify Nordic Trustee by telephone or by e-mail (mail@nordictrustee.com) by 16:00 hours (4 pm) (Oslo time) the Banking Day before the meeting takes place.


Yours sincerely
Nordic Trustee ASA

Enclosed: Bondholder's Form

SCHEDULE 1

PROPOSED WRITTEN RESOLUTION AMENDMENTS

If the proposed resolutions are approved by the Bondholders' meeting, the Bond Agreement shall be amended as follows:

1. The following definition shall be added as a new definition in clause 1 (*Definitions*) of the Bond Agreement in correct alphabetical order:

“**Written Resolution**” means the written or electronic procedure for decision making among Bondholders in accordance with Clause 17.10.”

2. The following shall be inserted as a new clause 17.10 (*Written Resolutions*) in the Bond Agreement:

“17.10 Written Resolutions

17.10.1 Subject to the provisions in this Loan Agreement, anything which may be resolved by the Bondholders in a Bondholders' meeting pursuant to Clause 16 may also be resolved by way of a Written Resolution. A Written Resolution passed with the relevant majority is as valid as if it had been passed by the Bondholders in a Bondholders' meeting, and any reference in any Finance Document to a Bondholders' meeting shall be construed accordingly.

17.10.2 The person requesting a Bondholders' meeting may instead request that the relevant matters are to be resolved by Written Resolution only, unless the Loan Trustee decides otherwise.

17.10.3 The summons for the Written Resolution shall be sent to the Bondholders through the Securities Depository and published at the Loan Trustee's web site, or other relevant electronic platform or via press release.

17.10.4 The summons for a Written Resolution shall include:

- (a) instructions as to how to vote for each separate item in the summons (including instructions as to how voting can be done electronically if relevant); and
- (b) the time limit within which the Loan Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority (the “**Voting Period**”), such Voting Period to be at least three (3) Banking Days but not more than fifteen (15) Banking Days from the date of the summons, provided however that the Voting Period for a Written Resolution summoned pursuant to Clause 18 shall be at least five (5) Banking Days but not more than fifteen (15) Banking Days from the date of the summons.

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- 17.10.5 Only Bondholders of voting Bonds registered with the Securities Depository on the relevant record date, or the beneficial owner thereof having presented relevant evidence to the Loan Trustee, will be counted in the Written Resolution.
- 17.10.6 A Written Resolution is passed when the requisite majority set out in Clause 17.7 or Clause 17.8 or Clause 18.1 has been achieved, based on the total number of voting Bonds, even if the Voting Period has not yet expired. A Written Resolution may also not be passed if the sufficient number of negative votes is received prior to the expiry of the Voting Period.
- 17.10.7 The effective date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being achieved.
- 17.10.8 If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the close of business on the last day of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in Clause 17.7 or Clause 17.8 or Clause 18.1 (as applicable)."