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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, 13 July 2017

Notice of a Written Bondholders' Resolution

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 Bond Trustee has issued this request for a Written Resolution under Clause 17.10 (*Written Resolution*) of the Bond Agreement pursuant to a request from the Issuer under Clause 17.1(a) for approval in respect of: (i) an extension of the Maturity Date of the Bonds; and (ii) the inclusion of an additional covenant in the Bond Agreement prohibiting payments to Rubicon Offshore International Pte. Ltd. and its affiliates, save in certain circumstances. 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 July 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 July 2017 to 14 August 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 Prohibition of Payments to Rubicon

The Issuer has agreed to the insertion of:

a. the following additional covenant as a new paragraph (y) of clause 13.2 of the Bond Agreement:

"(y) not make any payments or transfers of value whatsoever, whether in cash or in kind, to Rubicon Offshore International Pte. Ltd. or its Affiliates (other than reimbursement of costs and expenses incurred on or after 22 June 2017 and paid by such entities for or on behalf of Puffin in respect of the operations of the Vessel up to a maximum amount of USD 50,000 for the period up to and including the Maturity Date).”; and

b. the following definitions in clause 1 of the Bond Agreement, in correct alphabetical order:

"Affiliate: in respect of any company, a person that directly, or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the company specified.”; and

"Control: (i) the ownership or control (directly or indirectly) of more than 50% of the voting share capital of the relevant undertaking; (ii) the ability to direct the casting of more than 50% of the votes exercisable at general meetings of the relevant undertaking on all, or substantially all, matters; (iii) the right to appoint or remove directors of the relevant undertaking holding a majority of the voting rights at meetings of the board (or equivalent) on all, or substantially all, matters; or (d) any other power or actual ability, whether or not documented or evidenced by any of the abilities in paragraphs (i) to (iii) (inclusive) of this definition of Control (including through any fiduciary arrangement), to exercise a dominant influence over the relevant undertaking.”,

(together, the "**Additional Covenant Amendments**").

The Issuer has further agreed to amendments to clause 13.4 of the Bond Agreement to include references to all covenants in clause 13.2 of the Bond Agreement, to ensure that the Guarantors are bound by all such covenants, including the proposed new clause 13.2(y) (the "**Clause 13.4 Amendments**", and together with the Additional Covenant Amendments, the "**Bond Agreement Amendments**").

2.3 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 pay the Bond Trustee USD 1,500,000 to be applied as a partial redemption of the Remaining Loan;

b. shall agree to provide cost cover to the Bond Trustee for its and its legal advisers' fees, costs and disbursements; and

c. 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. PROPOSED RESOLUTION

Based on the foregoing, the Issuer has requested that the Bondholders adopt the following resolution (the "**Proposed Resolution**"):

"Subject to satisfaction of the Conditions, the Bondholders authorise the Bond Trustee to:

1. *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 and the Bond Agreement 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 and the Bond Agreement Amendments,*

such authorisations and instructions to take effect as a Written Resolution."

4. EVALUATION OF THE PROPOSAL

The Proposed Resolution is put forward to the Bondholders without further evaluation or recommendations from the Bond Trustee. The Bondholders must independently evaluate the Proposed Resolution and vote accordingly.

5. WRITTEN BONDHOLDERS' RESOLUTION

Bondholders are hereby provided with a voting request for a Written Resolution pursuant to Clause 17.10 (*Written Resolution*) of the Bond Agreement. For the avoidance of doubt, no Bondholders' meeting will be held.

For a vote to be valid, the Bond Trustee must have received it by post, courier or email to the address indicated in the enclosed form at Schedule 1 (the "**Voting Form**") no later than 19 July 2017 at 13:00 hours (Oslo time) (the "**Voting Deadline**").

Notwithstanding the Voting Deadline, and subject to the provisions of Clause 17.10 (*Written Resolution*) of the Bond Agreement, the Proposed Resolution will become effective automatically upon receipt of affirmative votes by or on behalf of the Bondholders who at the date of this notice represent such majority of votes as would be required if the Proposed Resolution was voted on at a Bondholders' meeting at which all Bondholders entitled to attend and vote thereat were present and voting.

Votes which are submitted are final and cannot be withdrawn. In the event that 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 submit a vote.

Yours sincerely
Nordic Trustee ASA

FOR
Olav Slagsvold

Enclosed:

Schedule 1: Voting Form

SCHEDULE 1

Voting Form

FRN Sea Production Ltd Senior Secured Callable Bond Issue 2007/2012

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

1. The Proposed Resolution as defined in the Notice of a Written Bondholders' Resolution dated 13 July 2017

☐ **In favour** of the Proposed Resolution

☐ **Against** the Proposed Resolution

ISIN **NO 001 035463.2**	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 bond issue as of _____

We acknowledge that Nordic Trustee ASA 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.

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Place, date Authorised signature

Return:

Nordic Trustee ASA
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, 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.