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To the Bondholders in:

ISIN NO 001 0593890 - "10.00 per cent TTS Group ASA Convertible Callable Unsecured Subordinated Bond Issue 2011/2016"

Oslo, 31 May 2019

Summons to Bondholders' Meeting - Amendments to Bond Agreement

Nordic Trustee AS acts as trustee (the "**Trustee**") for the holders of bonds in the above-mentioned bond issue ISIN NO 001 0593890 (in the total outstanding amount of NOK 86,045,000) (the "**Bond Issue**" or the "**Bonds**") issued by TTS Group ASA (the "**Issuer**" or the "**Company**").

All capitalized terms used herein shall have the meaning assigned to them in the bond agreement dated 17 January 2011 (as amended by an amendment agreement (no.1) dated 7 January 2016, an amendment agreement (no.2) dated 3 April 2017, an amendment agreement (no.3) dated 18 December 2018 and as may be further amended from time to time) made between the Trustee and the Issuer (the "**Bond Agreement**"), unless otherwise stated herein. References to Clauses and paragraphs are references to Clauses and paragraphs of the Bond Agreement.

The Issuer has requested that the Bond Trustee issue this request for a Bondholders' Meeting pursuant to Clause 16 (Bondholder's Meeting) of the Bond Agreement to consider approval of the Proposal (as defined below).

The information in this summons regarding the legal, operational and financial status of the Issuer is provided by the Issuer. The Trustee expressly disclaims any and all liability whatsoever related to such information given from the Issuer.

1 BACKGROUND

The Issuer is a global enterprise that designs, develops and supplies equipment solutions and services for the marine and offshore industries. The Company is one of the top three largest suppliers in its specialized markets and operates in the following six segments:

- Roro/Cruise/Navy ("**BURCN**")
- Container/Bulk/Tank ("**BUCBT**")
- Multipurpose/General Cargo ("**BUMPG**")
- Offshore ("**BUOFF**")
- Shipyard Solutions ("**BUSYS**")
- Services ("**BUSER**")

The Issuer is listed on the Oslo Stock Exchange with a market capitalization of approx. NOK 524,88 million as of 29 May 2019 and its largest shareholders are the Skeie family (approx. 31,5 %) and Rasmussengruppen AS (approx. 13,1 %).

For further information about the Issuer, please visit the Issuer's website www.ttsgroup.com

On 8 February 2018, the Issuer signed an asset sale agreement with MacGregor Norway AS and certain other entities ("MacGregor"), a part of Cargotec Oyj, which is a company listed on Nasdaq Helsinki Stock Exchange. The agreement implies a takeover by MacGregor of all of the Issuer's assets except for Issuer itself and its subsidiaries TTS Syncrolift AS and Nekkar AS (the "**Cargotec Transaction**"). The purchase price is NOK 840.000.000, subject to working capital and net debt adjustments at closing, and shall be settled in cash to the Issuer.

Completion of the Cargotec Transaction is now conditional on approval by the competition authorities in China on terms acceptable to MacGregor.

Unless the Issuer is refinanced or the Cargotec Transaction closes before the current Maturity Date (18 July 2019), the Issuer is currently not in a position to repay the Bonds at the current Maturity Date. However, it is the Issuer's intention to use the proceeds from the Cargotec Transaction to repay the Bonds.

Thus, the Issuer request the Bondholders to extend the Maturity Date for another period of 4 months, up to and including 18 November 2019, on current terms and conditions. Such extension will still be coupled with the provisions of clause 10.5 of the Bond Agreement that was approved by the Bondholders on 11 December 2018 ("Mandatory early redemption after closing of the Cargotec Transaction"). Due to timing related to the administration of the Bonds, the said early redemption provision shall apply if the closing of the Cargotec Transaction occurs within 18 October 2019.

The Issuer is also proposing to pay the Bondholders an amendment fee of 0.20 % of the Outstanding Bonds, if the below Proposal is approved by the Bondholders and by the Shareholders of the Issuer.

Both Nordea and DNB have been requested to extend their current financing facilities with the Issuer for up to 4 more months. The Company is expecting that such requests will be approved and that it will be a condition by the said banks that the Bondholders also approve the proposed extension of the Maturity Date.

The Company's current share price of NOK 5.96 (29 May 2019) is at a level where the Bonds are currently trading in the money compared to current Conversion Price of NOK 4.97 per share. The Issuer therefore considers it likely that many Bondholders will use their Conversion Right(s), if not before, once the Cargotec Transaction is closed.

On this basis, the Issuer is approaching the Bondholders with the below Proposal.

The specifically proposed amendments are further described in Section 2 of this Summons.

2 PROPOSAL

To enable the Issuer to conduct the proposed amendments to the Bond Agreement, the Issuer has requested the Bond Trustee to summon a Bondholders' Meeting to consider the approval of the following proposed amendments (subject to approval by the Shareholders of the Issuer described in Clause 3.2 of this Summons and other customary conditions precedent) (the "**Proposal**"):

2.1 Amendment of the definition of "Maturity Date":

The Issuer proposes to amend the date in the definition of Maturity Date so that Clause 1.1 of the Bond Agreement will read as follows (amended date underlined, otherwise no amendments):

"Maturity Date" means 18 November 2019 or an earlier maturity date as provided for in this Bond Agreement. Any further adjustment may be made according to the Business Day Convention.

2.2 Amended date regarding "Mandatory early redemption after closing of the Cargotec Transaction"

The Issuer proposes to amend the date in the first paragraph of clause 10.5 ("Mandatory early redemption after closing of the Cargotec Transaction") of the Bond Agreement so that clause 10.5 will read as follows (amended date underlined, otherwise no amendments):

"Provided that the closing of the Cargotec Transaction occurs before 18 October 2019, the Issuer shall forthwith notify the Bond Trustee in writing when the closing of the Cargotec Transaction has occurred (the "Cargotec Closing Notice")."

Notwithstanding anything to the contrary in this Bond Agreement, the following shall then apply:

Bondholders who, after the Cargotec Closing Notice, exercise their Conversion Right(s) within 10 Business Days following the Cargotec Closing Notice, shall be entitled to accrued but not paid interest up to the Conversion Date. The actual conversion of their Bonds, and payment of interest in cash, shall take place on or about (as close as practical to) the 20th Business Day after the Cargotec Closing Notice.

For Bondholders who have not exercised their Conversion Right(s) within 10 Business Days following the Cargotec Closing Notice, the Issuer shall redeem their Bonds at a price of 100 per cent. of the Outstanding Bonds plus accrued interest, on the 20th Business Day after the Cargotec Closing Notice".

2.3 Amendment fee

As a compensation to the Bondholders, the Issuer offers to pay to the Bondholders a one-time amendment fee of 0.20 % (flat) of the face value of the Outstanding Bonds, payable to the Bondholders (with record date at end-of-business the date of the Bondholders' Meeting), within 10 Business Days after the later of (i) the Bondholders' Meeting, provided that the Bondholders' Meeting accepts the proposed changes as set out in Clause 2 of this Summons by the requisite majority, and (ii) approval by the general meeting as mentioned below in section 3.2, has occurred.

3 EVALUATION OF THE PROPOSED AMENDMENTS

3.1 The Issuer's evaluation

In order for the Company to fully benefit from the Cargotec Transaction and to be able to use the proceeds from the Cargotec Transaction to repay the Outstanding Bonds, the Issuer is proposing the said amendments to the Bond Agreement. The Bondholders will still have their Conversion Right(s) which must be exercised no later than the 10th Business Day after notice that closing of the Cargotec Transaction has occurred and Bondholders who timely exercise their Conversion Right will still be entitled to accrued but unpaid interest. The Issuer is further proposing the 0.20 % amendment fee. The Issuer is firmly of the opinion that the proposed amendments provide commercial efficacy and are reasonable in the circumstances.

3.2 Shareholder approval

A general meeting of Shareholders in the Issuer will need to approve the proposed amendment described in Clause 2.1 and 2.2 of this Summons to extend the Conversion Right(s) in the Issuer. The general meeting is expected to take place on the 27 June 2019. The proposed amendments are contingent upon approval in the general meeting.

3.3 Support from the Bondholders

Prior to this summons letter being distributed, the Issuer has informed the Trustee that it has received indications from a 2/3 majority of the holders of the Voting Bonds in ISIN NO 001 0593890 that such holders intend to support the Proposal.

3.4 The Trustee's disclaimer/non-reliance

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

4 BONDHOLDERS' MEETING:

Bondholders are hereby summoned to a Bondholders' Meeting:

Time: 17 June 2019 at 13:00 hours (1 pm) (Oslo time)

Place: The premises of Nordic Trustee AS, Haakon VII's gate 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 the proposal:

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

"The Proposal (as defined in the summons to this Bondholders' Meeting) is approved by the Bondholders' Meeting.

The Trustee is given the power of attorney to enter into the necessary agreements in connection with decisions made by the Bondholders' Meeting as well as carry out necessary completion work, including making necessary amendments to the Bond Agreement."

* * *

To approve the above resolution, Bondholders representing at least 2/3 of the Bonds represented in person or by proxy at the meeting must vote in favour of the resolution. In order to have a quorum, at least 1/2 of the voting Bonds must be represented at the meeting. If the proposal is not adopted, the Bond Agreement will remain unchanged.


Please find attached a Bondholder's Form from the Security 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 on which the bonds are registered).

The individual bondholder may authorize the Trustee to vote on its behalf, in which case the Bondholder's Form also serves as a proxy. A duly signed Bondholder's Form, authorizing the Trustee to vote, must then be returned to the 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 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 the Trustee, to notify the Trustee by telephone or by e-mail (mail@nordictrustee.no) within 16:00 hours (4pm) (Oslo time) the Business Day before the meeting takes place.

Yours Sincerely
Nordic Trustee AS


Fredrik Lundberg

Enclosed: Bondholder's Form