

Denne melding til obligasjonseierne er kun utarbeidet på engelsk. For informasjon vennligst kontakt Nordic Trustee AS

**To the bondholders in:**

**ISIN: NO 001 066201.8 - FRN Oceanteam Shipping ASA Senior Callable Bond Issue 2012/2017**

Oslo, 24 November 2017

## **Notice of a Written Bondholders' Resolution – Proposed Amendments to the Bond Agreement**

Nordic Trustee AS is appointed as bond trustee (the “**Bond Trustee**”) for the holders of the above mentioned bond issue with ISIN NO 001 066201.8 - FRN Oceanteam Shipping ASA Senior Callable Bond 2012/2017 (the “**Bond Loan**”) issued by Oceanteam ASA (previously named Oceanteam Shipping ASA) (the “**Issuer**”, the “**Company**” or “**Oceanteam**”).

All capitalised terms used and not otherwise defined herein shall have the meaning assigned to them in the loan agreement for the Bond Loan originally dated 23 October 2012, as amended by an amendment and restatement agreement dated 21 June 2017 (the “**Bond Agreement**”).

Unless the context requires otherwise, references to Clauses and paragraphs are references to Clauses and paragraphs of the Bond Agreement and capitalized terms not defined herein refer to definitions of the Bond Agreement.

The Bond Trustee has issued this request for a Written Bondholders' Resolution pursuant to a written request from the Issuer, in accordance with the terms of the Bond Agreement.

*The information in this notice (“Notice”) regarding the Issuer, the market conditions and the described transactions is provided by the Issuer, and the Bond Trustee expressly disclaims all liability whatsoever related to such information.*

### **1. BACKGROUND AND SUMMARY OF THE PROPOSED AMENDMENTS**

Reference is made to the Issuer's restructuring process initiated in October 2016 with the commencement of negotiation with the Bondholders for the amendment and restatement of the Bond Agreement which was completed on 21 June 2017 upon agreement of the Majority Shareholders with inter alia, the appointment of a Bondholder Nominated Director, the Majority Shareholders Undertaking and the appointment of a Management Consultant to significantly reduce costs.

Further, the Issuer's Subsidiaries, Oceanteam Bourbon 101 AS and Oceanteam Bourbon 4 AS, have successfully refinanced their bank debt (the “**Secured Vessel Loans**”) after the amendments of the Bond Agreement became effective. With this refinancing the Company was at that time of the opinion that it managed to successfully fulfil its main goals: refinancing of the Group and keeping it going concern whilst fully repaying the Holdco Loan and the Equipment Loans and servicing of its outstanding loan obligations without shareholders' dilution.

The terms of the Secured Vessel Loans entail, inter alia, that distributions from the Subsidiaries to the Issuer are subject to the lenders' prior consent. The lenders under the Secured Vessel Loans are currently Sparebank 1 SMN (40 %), DVB Bank SE (40 %) and NIBC Bank NV (20 %). The Subsidiaries are in compliance with all their obligations pursuant to the relevant loan documentation, nevertheless, no such consent for distribution has been granted by the banks despite that the Subsidiaries have freely available funds in a total amount of approximately USD 5,200,000, of which Oceanteam ASA is entitled to 50 %. The flow of funds towards Oceanteam ASA was a key assumption in the Company's restructuring plan and was also communicated and confirmed as such by all parties involved in the process including the banks. As per the date hereof, however, the banks are still withholding their consent, disregarding the paramount refinancing condition that the Issuer's liquidity situation is dependent on dividend distributions from its Subsidiaries in order to carry on its business.

As a result thereof the Issuer's restructuring proves to be incomplete and its liquidity situation is strained. The Issuer is experiencing difficulties to fund its day-to-day business and might be unable to service its debt obligations timely.

In addition, as a result of the poor market conditions the 104 Vessel's contract has been suspended and is currently on a reduced rate until the end of the charter period. In order to mitigate the impasse created by the banks, the Issuer has initiated a series of drastic measures to reduce costs and organise new funding, however, these measures, on their own and without the flow of dividends are insufficient. The Majority Shareholders already agreed to defer substantial amounts due to them by the Company as indicated in the semi-annual accounts of the Company for 2017.

Consequently, in order for the Issuer to complete its restructuring process, continue its day-to-day business and be able to service its interest payment obligations under the Bond Agreement and avoid an Event of Default, triggering further cross default provisions a comprehensive solution is sought for which the support of the Bondholders is required.

## **2. THE PROPOSAL**

On this basis, the Issuer proposes that the Bond Agreement is amended as set out below in the proposal ( the "**Proposal**") (the amendments to the Bond Agreement are collectively referred to as the "**Bond Amendments**"), with such amendments to be adopted pursuant to a written resolution (the "**Written Bondholders' Resolution**");

Proposal Clause 10.2.3 (v) and (vi) of the Bond Agreement are amended so that (i) an amount equal to USD 330,703 is transferred from the Reserve Account to the Debt Service Retention Account to pay the cash bond interest due on the Interest Payment Date in January 2018 and April 2018, (ii) an amount equal to USD 572,500 to be distributed from the Reserve Account to an unencumbered account of the Issuer for general corporate purposes; (iii) the remaining amount on the Reserve Account to be retained for payment of the Bondholder Nominated Director; and (iv) making certain other logical changes effectuated by the above amendments and further non-material changes and clean-up related to obsolete terms and conditions without material implications for the Bond Agreement.

The Bondholders authorise and instruct the Bond Trustee to take such steps on behalf of the Bondholders as may be necessary or desirable in connection with the implementation of the Proposal, including without limitation to (a) prepare, finalise and enter into the necessary amendment agreements, and (b) for and on behalf of the Bondholders, take such further actions and negotiate, agree, enter into, sign and execute such agreements and documents that are required to complete and give effect to the Proposal and the Bond Amendments, subject to the condition that any such amendments may only be adopted or become effective pursuant to the passing of the Written Bondholders' Resolution. The Bondholders further agree that the Bond Trustee may at its discretion consent to amendments to the Bond Agreement on behalf of the Bondholders where such amendments (i) are of a minor or technical nature, (ii) are otherwise consistent with Bond Amendments and required in order to implement the amended terms or (iii) would not materially adversely affect the position of the Bondholders.

### **3. COMPANY UPDATE**

For access to the latest reports and other recent publications of the Company, please consult the Company's website [www.oceanteam.nl](http://www.oceanteam.nl).

### **4. EVALUATION OF THE PROPOSAL**

In the Issuer's opinion, the Proposal represents the best alternative currently available to the Company to avoid default under the Bond Agreement and triggering further cross defaults, obtaining liquidity short-term financing and building enterprise value. If the Bondholders fail to approve the Proposal, there is a distinct risk that the Company will default under the Bond Agreement, triggering further cross defaults. The Issuer will further ensure that its Subsidiaries continue their discussions with the banks, but no assurance can be given that the necessary consent will be granted. In any case, the Vessels owned by the relevant Subsidiaries will be debt free at the Final Maturity Date, and the Issuer therefore sees it in the best interest of all stakeholders, including the Bondholders, that the Bondholders approve the Proposal.

If Bondholders require any further details on the information contained in this notice or the Proposal, they should contact the Issuer through the following contacts:

Mr. Jos van Dijk, CFO of Oceanteam ASA

Email: [jos@oceanteam.nl](mailto:jos@oceanteam.nl)

Telephone: +31 20 535 75 70

or

Mr Diederik Legger, board member of Oceanteam ASA appointed by the Bondholders

Email: [legger@marstrat.nl](mailto:legger@marstrat.nl)

Telephone: +31 6 13 96 78 55

### **5. NON-RELIANCE**

The request is put forward to the Bondholders without further evaluation or recommendations from the Bond Trustee. Nothing herein shall constitute a recommendation to the Bondholders by the Bond Trustee. The Bondholders must independently evaluate whether the proposed changes are acceptable and vote accordingly.

For further questions to the Bond Trustee, please contact:

Lars Erik Lærum

Email: [post@nordictrustee.com](mailto:post@nordictrustee.com)

Telephone: +47 22 87 94 06



## 6. WRITTEN RESOLUTION

Based on the above, the Issuer has approached the Bond Trustee in accordance with request for a Written Bondholders' Resolution. 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 attached in Schedule 1 (the "**Voting Form**") no later than 8 December 2017 at 13.00 hours (Oslo time) (the "**Voting Deadline**").

**It is proposed that the Bondholders resolve the following Proposal by way of Written Bondholders' Resolution (the "Proposed Resolution"):**

*"The Bondholders approve the Proposal as described in section 2 of this Notice."*

To approve the Proposed Resolution, Bondholders representing at least 2/3 of the Voting Bonds must vote in favour of the Proposed Resolution. The Bondholders may vote "In Favour" or "Against" of the Proposed Resolution. A Written Bondholders' Resolution is passed when the requisite majority has been achieved for the Proposed Resolution, even if the Voting Deadline has not yet expired. A Written Bondholders' Resolution may also be passed if the sufficient numbers of negative votes are received prior to the expiry of the Voting Deadline, in which case the resolution is that the Proposed Resolution is not approved.

The effective date of a Written Bondholders' Resolution passed prior to the expiry of the Voting Deadline is the date when the Proposed Resolution is approved by the last Bondholder that resulted in the necessary voting majority being achieved.

Votes which are submitted may be altered or withdrawn before the end of the Voting Period or before the Bond Trustee has provided a notice of the Written Bondholders' Resolution.

Yours sincerely  
**Nordic Trustee AS**



Lars Erik Lærum

Enclosed:

Schedule 1 – VOTING FORM

## SCHEDULE 1 – VOTING FORM

### Voting Form

**NO 001 066201.8** **FRN Oceanteam Shipping ASA Senior Callable Bond Issue**  
**2012/2017**

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

The Proposed Resolution as defined in the Notice of a Written Bondholders' Resolution dated 24 November 2017

☐ **In favour** of the Proposed Resolution

☐ **Against** the Proposed Resolution

ISIN <b>ISIN NO 001 066201.8</b>	Amount of bonds owned
Custodian Name	Account number at Custodian
Company	Day time telephone number
	E-mail

Enclosed to this form is the complete printout from our custodian/VPS<sup>1</sup>, verifying our bondholding in the bond issue as of \_\_\_\_ November 2017.

We acknowledge that Nordic Trustee AS in relation to the Written Bondholders' Resolution for verification purpose may obtain information regarding our holding of Bonds on the above stated account in the securities register VPS.

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Authorized signature

***Return:***

*Nordic Trustee AS  
PO Box 1470 Vika  
N-0116 Oslo*

Telefax: +47 22 87 94 10  
Telephone: +47 22 87 94 00  
E-mail: mail@nordictrustee.com

<sup>1</sup> 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 held, and (iii) the amount of Bonds owned.