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**To the bondholders in:**

**ISIN:NO 0010826852 - FRN OKEA ASA Senior Secured Bond Issue  
2018/2023 (the “OKEA02 Bond Issue”)**

Oslo, 18 June 2020

**IMPORTANT NOTICE**

Due to the outbreak of the corona virus Covid-19, Bondholders are encouraged to abstain from appearing in person at the Bondholders' Meeting, but rather participate by means of granting a proxy as described below. The Issuer may be prevented from arranging the meeting as a physical meeting.

**Summons to Bondholders' Meetings**

Nordic Trustee AS (the “**Bond Trustee**”) is the appointed bond trustee for the holders of the bonds (the “**Bondholders**”) in the abovementioned bond issues (each a “**Bond Issue**” and together the “**Bond Issues**”) issued by OKEA ASA (“**OKEA**” or the “**Issuer**”).

Bondholders holding in excess of 10% of the Voting Bonds (the “**Ad Hoc Bondholders**”) have requested that the Bond Trustee issues this request for a Bondholders' Meeting pursuant to Clause 15 (*Bondholders' Decision*) of the OKEA02 Bond Terms.

All capitalized terms used but not defined herein shall have the meaning assigned to them in the bond terms for the bonds issued under the OKEA02 Bond Issue (the “**OKEA02 Bonds**”) made between the Bond Trustee and the Issuer on 27 June 2018 (the “**OKEA02 Bond Terms**”).

*The information in this summons and its appendices regarding have been provided by the Ad Hoc Bondholders. The Bond Trustee expressly disclaims any liability whatsoever related to such information. Bondholders are encouraged to read this summons in its entirety.*

References to clauses and paragraphs are references to clauses and paragraphs in the OKEA02 Bond Terms.

**1. Background**

The Ad Hoc Bondholders are proposing amendments to the proposals (the “**Issuer Proposal**”) to *inter alia* amend the OKEA02 Bond Terms as set out in the Summons for Bondholders' Meetings issued by the Bond Trustee at the request of the Issuer on 15 June 2020.

Further the Ad Hoc Proposes that a capital injection in the total amount of NOK 100.000.000, equivalent to a capital increase of 10%, will be made in OKEA ASA in a rights issue in which the existing shareholders in OKEA ASA are granted subscriptions rights. OKEA ASA's 2 largest shareholders are BCPR PTE LTD (holding 46,32% of the current outstanding shares) and OKEA Holdings LTD (holding 20,09% of the current outstanding shares).

## 2. Proposal - OKEA02 Bond Issue

Based on the above, the Ad Hoc Bondholders proposes that the OKEA02 Bond Terms are amended as follows, from and including the Effective Date (as defined below) (the “**OKEA02 Proposal by Ad Hoc Bondholders**”), the changes to the Issuer Proposals for the OKEA02 Bonds are marked in red:

- ~~a) **Amendment of the Leverage Ratio:** For the period to and including 31 December 2021 (the “**Waiver Period**”), the Leverage Ratio shall not exceed:~~
  - ~~(i) 3:1 to and including 30 June 2020;~~
  - ~~(ii) 5:1 from 1 July 2020 to and including 30 September 2020;~~
  - ~~(iii) 7:1 from 1 October 2020 to and including 30 June 2021;~~
  - ~~(iv) 6:1 from 1 July 2021 to and including 30 September 2021; and~~
  - ~~(v) 3:1 from 1 October 2021 to and including 31 December 2021.~~

~~During the Waiver Period, a breach of the Leverage Ratio covenant will only result in a default if the Issuer is in breach on two consecutive Calculation Dates.~~
- ~~a) **Waiver of the Leverage Ratio:** The Leverage Ratio shall be amended to and including 31 December 2021 (the Waiver Period) to be based on Bank Base Case [To be provided by DnB/OKEA] with 15% headroom on a consolidated basis.~~
- ~~a)b) Following the Waiver Period, the level of 2.0x will be reinstate~~
- ~~b) **Capital Employment Ratio:** The cash equity capital shall be converted using the USD-NOK exchange rate applicable at the time the capital was registered as a share capital increase in the Issuer with the Norwegian Business Register (No: Foretaksregisteret). The Capital Employment Ratio shall be calculated in USD.~~
- c) **Permitted Hedging:** Alignment of the definition of Permitted Hedging in the OKEA02 Bond Terms with the definition of Permitted Hedging in the OKEA03 Bond Terms.
- d) **Call options:** All call prices are increased by one (1) percentage point, except the call date prior to maturity which is increased by four (4).
- e) **Redemption price:** The Outstanding Bonds shall be redeemed at 1054% of the Nominal Amount at the Maturity Date.
- f) **Asset Disposal Event, Change of Control Event, Share Disposal Event and Distribution put option:** All put prices are increased by one (1) percentage point.
- g) **Distribution restrictions:** The Issuer shall not declare or make any dividends (or similar transactions) or grant any loans or make any other distributions constituting a transfer of value to its shareholders for the period to and including 31 December 2021. After 31 December 2021 the dividend restrictions as laid out in the original bond terms applies.
- h) **Security in any additional tax refund claims against the Norwegian state:** If, at any time, Norwegian law permits taking security over any additional tax refund claims against the Norwegian state, the OKEA02 Bondholders, the OKEA03 Bondholders and the bondholders under any secured Permitted Additional Bond Issue will be provided with joint first priority Security in any such tax refund claims against the Norwegian state.
- i) **Extraordinary Put Option:** On 30 June 2021, the Issuer shall offer to redeem up to 15% of each of the Outstanding Bonds and the outstanding bonds under OKEA03 at 100% of

the Nominal Amount (the "**Extraordinary Put Option**"). The Extraordinary Put Option offered to the OKEA02 Bondholders shall be allocated *pro rata* between the OKEA02 Bondholders exercising the Extraordinary Put Option, and the Put Option Repayment Date will occur 10 Business Days after the lapse of a 30 calendar days' exercise period.

- j) Put Option: Alignment of the provisions in the OKEA02 Bond Terms on allocation of amounts for redemption of Bonds due to a Put Option being exercised with the OKEA03 Bond Terms.
- k) Amendments to the Intercreditor Agreement: Consent to amendments to the Intercreditor Agreement to allow payments to the OKEA02 Bondholders and the OKEA03 Bondholders solely in respect of the Extraordinary Put Option as a Permitted Payment thereunder.

The amendments to the OKEA02 Bond Terms proposed in (a) – (j) above shall be incorporated in the OKEA02 Bond Terms in the form set out in Appendix 2 through an amendment agreement (the "**OKEA02 Amendment Agreement**"). The amendments to the Intercreditor Agreement proposed in (k) above shall be incorporated in the Intercreditor Agreement through an amendment agreement (the "**ICA Amendment Agreement**").

### 3. Amendment Fee

The Ad Hoc Bondholders proposes that the amendment fee as is offered by the Issuer in the Issuer Proposal is increased to 1.50% of the par value of all the OKEA02 Bonds (to be shared among the Bondholders on a *pro rata* basis) (the "**Amendment Fee**"). The Amendment Fee shall otherwise be payable on the same conditions as set out in the Issuer Proposal, save that the proposal shall be payable 20 Business Days after the OKEA02 Proposal by Ad Hoc Bondholders have been approved by the required majority of Bondholders pursuant to Clause 15 of the OKEA02 Bond Terms.

### 4. Conditions

The amendments to the OKEA02 Bond Terms contemplated by the OKEA02 Proposal by Ad Hoc Bondholders shall become effective from the date on which the following conditions precedent have, in the Bond Trustee's sole discretion, been satisfied, delivered or waived (the "**Effective Date**"):

- a) the Bondholders' Meetings having approved the Resolutions;
- b) the OKEA02 Amendment Agreement have been duly executed by all parties thereto;
- c) the ICA Amendment Agreement has been duly executed by all parties thereto;
- d) certified copies of all necessary corporate resolutions of the Issuer to execute the Amendment Agreements and the ICA Amendment Agreement (if applicable) have been received;
- e) a certified copy of a power of attorney (unless included in the corporate resolutions) from the Issuer to relevant individuals for their execution of the Amendment Agreements and the ICA Amendment Agreement and evidencing such individuals' authorisation to execute such Finance Documents on behalf of the Issuer has been received;
- f) The adoption of the Tax Proposal by the Norwegian Parliament and King-in-Council (substantially in form and substance as set out in Innst. 351 L (2019-2020)) from the

parliamentary Finance Committee);

- g) the Amendment Fee has been paid by the Issuer; and
- h) legal opinions or other statements as may be required by the Bond Trustee (including in respect of corporate matters relating to the Issuer and the legality, validity and enforceability of the Amendment Agreements),

always provided that the OKEA02 Bond Terms will remain unchanged (as if the resolution in the Bondholders' Meetings had not been made) if the conditions precedent for the Effective Date set out above have not been satisfied (or waived) 20 Business Days after the Bondholders' Meeting at the latest.

#### **5. The Bond Trustee's disclaimer/non-reliance**

The request for acceptance of the Proposals are presented to the Bondholders without further evaluation or recommendations from the Bond Trustee. Nothing herein shall constitute a recommendation to the Bondholders from the Bond Trustee. The Bondholders must independently evaluate whether the Proposals are acceptable and vote accordingly in the Bondholders' Meeting for the OKEA02 Bond Issue.

For further information, Bondholders may contact the Bond Trustee c/o Ellen Sjøiland at telephone +47 22 87 94 54 or by email [soiland@nordictrustee.com](mailto:soiland@nordictrustee.com).

#### **6. Summons to Bondholders' Meetings**

To enable the Issuer to receive the required approvals, the Ad Hoc Bondholders have requested the Bond Trustee to summon a Bondholders' Meeting for the OKEA02 Bond Issue to consider the Proposal as set forth in this summons.

Bondholders are hereby summoned to Bondholders' Meetings:

**Time: 2 July 2020 at 13:00 hours (Oslo time), Place:**  
**The premises of Nordic Trustee AS,**  
**Kronprinsesse Märthas Plass 1, 0160 Oslo - 7<sup>th</sup> 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 OKEA02 Proposal by Ad Hoc Bondholders and the proposed amendments to the OKEA02 Bond Terms as set out and defined in Appendix 2 (OKEA02 Proposal By Ad Hoc Bondholders) to the summons to this Bondholders' Meeting is approved. The approval is subject to the conditions set out in Section 4 above.*

*The Bond Trustee is authorised to enter into the necessary Amendment Agreements, the ICA Amendment Agreement and any other agreement, notice, arrangement or documentation as it deems necessary or desirable to effect the OKEA02 Proposal by Ad Hoc Bondholders.*

*These resolutions replace the resolutions of Bondholders' Meeting in the OKEA02 Bond Issue on 29 June 2020 pursuant to the Summons of Bondholders' Meetings dated 15 June 2020.”*

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To approve the OKEA02 Proposal by Ad Hoc Bondholders through the above resolutions (the “**Resolutions**”), Bondholders representing at least 2/3 of the Voting Bonds represented in person or by proxy at the Bondholders Meeting must vote in favour of such Resolution. In order to have a quorum, at least 5/10 of the Voting Bonds must be represented at the meetings.

Please find attached a Bondholder's form from the Securities Depository (“**VPS**”), reflecting your holding of Bonds on record at the date set forth thereon. The form will serve as proof of your ownership of Bonds and of your 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 identity of 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 authorise the Bond 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 the Bond Trustee to vote, must then be returned to the Bond Trustee before the Bondholders' Meeting is scheduled (by scanned e-mail, telefax or post – please see page 1 hereof for further details).

At the Bondholders' Meeting votes may be cast based on Bonds held at close of business on the day prior to the date of the Bondholders' Meeting. In the event that Bonds have been transferred to a new owner after the Bondholder's form was distributed, 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 the Bond Trustee, to notify the Bond Trustee by telephone or by e-mail (mail@nordictrustee.com) within 16:00 hours (4 pm) (Oslo time) the Business Day before the Bondholders' Meeting takes place. Please note that those who intend to register their

proxies electronically with VPS must do so within 20:00 hours (8 pm) (Oslo time) the Business Day before the Bondholders' Meeting takes place.

Yours sincerely  
**Nordic Trustee AS**

  
Ellen Sjøiland

Enclosed:      Appendix 1 Bondholder's form  
                    Appendix 2 Amendments to the OKEA02 Bond Terms

## Appendix 2

### Amendments to the OKEA02 Bond Terms

By accepting the OKEA02 Proposal by Ad Hoc Bondholders, the Bondholders accept and instruct the Bond Trustee to enter into an amendment agreement to the OKEA02 Bond Terms including the following amended terms:

- a) ~~The defined term “Capital Employment Ratio” in Clause 1.1 (Definitions) is amended to read as follows:~~

~~“**Capital Employment Ratio**” means a ratio (calculated in USD), expressed as a percentage, in each case on the relevant Calculation Date, of the (i) aggregate amounts that have been paid in as cash equity capital in the Issuer and which have been registered as a share capital increase in the Issuer with the Norwegian Business Register (No: Foretaksregisteret) to (ii) the aggregate amounts that have been paid in as cash equity capital in the Issuer and which have been registered as a share capital increase in the Issuer with the Norwegian Business Register (No: Foretaksregisteret) plus the amount of Total Debt (converted into USD using the exchange rate applicable on the relevant Calculation Date). The cash equity capital shall be converted to USD at the exchange rate applicable on the date on which the cash equity capital was registered as a share capital increase in the Issuer with the Norwegian Business Register (No: Foretaksregisteret).”~~

- ~~b)~~a) A new definition of "Extraordinary Put Event" is included in Clause 1.1 (Definitions):

*“**Extraordinary Put Event**” means the occurrence of 30 June 2021.”*

- ~~e)~~b) The defined term “Make Whole Amount” in Clause 1.1 (Definitions) is amended to read as follows:

*“**Make Whole Amount**” means an amount equal to the sum of:*

- (a) the present value on the Call Option Repayment Date of 105.375 per cent. of the Nominal Amount of the redeemed Bonds as if such payment originally had taken place on the First Call Date; and*
- (b) the present value on the Call Option Repayment Date of the remaining interest payments of the redeemed Bonds (less any accrued and unpaid interest on the redeemed Bonds as at the Call Option Repayment Date) to and including the First Call Date,*

*where the present value shall be calculated by using a discount rate of 50 basis points above the comparable US Government Bond Rate (i.e. comparable to the remaining Macaulay duration of the Bonds from the Call Option Repayment Date until the First Call Date using linear interpolation).”*

- ~~d)~~c) A new definition of “OKEA03” is included in Clause 1.1 (Definitions):

*“**OKEA03**” means the Issuer’s outstanding USD 120,000,000 senior secured bond issue with ISIN NO 001 0869175.”*

~~e)d)~~ A new definition of “OKEA03 Bondholders” is included in Clause 1.1 (Definitions):

“**OKEA03 Bondholders**” means the bondholders of OKEA03.”

~~f)e)~~ The defined term “Permitted Hedging” in Clause 1.1 (Definitions) is amended to read as follows:

“**Permitted Hedging**” means non-speculative hedging of currency, interest rate and commodity risks.”

~~g)f)~~ A new paragraph (d) shall be included in the definition of "Put Option Amount" in Clause 1.1 (Definitions):

"(d) with respect to an Extraordinary Put Event, an amount equal to 15% of the Outstanding Bonds at the time of the occurrence of the Extraordinary Put Event.”

~~h)g)~~ A new paragraph (e) shall be included in the definition of "Put Option Event" in Clause 1.1 (Definitions):

"(e) an Extraordinary Put Event.”

~~i)h)~~ Paragraph (f) of Clause 2.6 (Additional Security) is amended to read as follows:

“(f) If, at any time, Norwegian law permits taking Security over the Tax Credit or any other tax refund claim against the Norwegian state, the Issuer shall, and shall procure that each Group Company will, promptly notify the Bond Trustee in writing thereof and grant and perfect a first priority security assignment over Tax Credit and/or any other tax refund claim against the Norwegian state, on terms satisfactory to the Bond Trustee.”

~~j)i)~~ Clause 10.1 (Redemption of Bonds) is amended to read as follows:

#### **“10.1 Redemption of Bonds**

The Outstanding Bonds will mature in full on the Maturity Date and shall be redeemed by the Issuer on the Maturity Date at a price equal to 105~~4~~ per cent. of the Nominal Amount.”

~~k)j)~~ Paragraph (a) of Clause 10.2 (Voluntary early redemption – Call Option) is amended to read as follows:

#### **“10.2 Voluntary early redemption – Call Option**

(a) The Issuer may redeem all or parts of the Outstanding Bonds (the “Call Option”) on any Business Day from and including:

- (i) the Issue Date to, but not including, the Interest Payment Date in December 2020 (the “First Call Date”) at a price equal to the Make Whole Amount;
- (ii) the First Call Date to, but not including, the Interest Payment Date in June 2021, at a price equal to 105.375 per cent. of the Nominal Amount;



- (iii) *the Interest Payment Date in June 2021 to, but not including, the Interest Payment Date in December 2021, at a price equal to 104.50 per cent. of the Nominal Amount;*
- (iv) *the Interest Payment Date in December 2021 to, but not including, the Interest Payment Date in June 2022, at a price equal to 103.625 per cent. of the Nominal Amount;*
- (v) *the Interest Payment Date in June 2022 to, but not including, the Interest Payment Date in December 2022, at a price equal to 102.75 per cent. of the Nominal Amount; and*
- (vi) *the Interest Payment Date in December 2022 to, but not including, the Maturity Date, at a price equal to 104.50 per cent. of the Nominal Amount."*

~~h)~~k) Paragraph (a) of Clause 10.3 (Mandatory repurchase due to a Put Option Event) is amended to read as follows:

*"(a) Upon the occurrence of a Put Option Event, each Bondholder will have the right (the "Put Option") to require that the Issuer purchases all or some of the Bonds held by that Bondholder at a price equal to:*

- (i) *in relation to an Asset Disposal Event, a Share Disposal Event and a Change of Control Event, 102 per cent. of the Nominal Amount.*
- (ii) *in relation to a Total Loss Event or an Extraordinary Put Event, 100 per cent. of the Nominal Amount.*

*With respect to an Asset Disposal Event, a Share Disposal Event, a Total Loss Event or an Extraordinary Put Event, the amount for which the Issuer is obligated to purchase the relevant Bonds shall be limited to the relevant Put Option Amount.*

~~m)~~l) Paragraph (c) of Clause 10.3 (Mandatory repurchase due to a Put Option Event) is amended to read as follows:

*"(c) Any amount required to be applied for the redemption of Bonds hereunder and which are also required to be applied for the redemption under any Permitted Additional Bond Issue shall be split pro rata between the Bond Issue and such Permitted Additional Bond Issue(s) and the number of Bonds to be redeemed shall be re-calculated accordingly:*

~~n)~~m) Paragraph (d)(i) of Clause 10.3 (Mandatory repurchase due to a Put Option Event) is amended to read as follows:

*"(i) in relation to an Asset Disposal Event, a Share Disposal Event and an Extraordinary Put Event, the 10<sup>th</sup> Business Day after the end of the 30 calendar days exercise period referred to in paragraph (~~a)~~b) above,"*

⊕n) Paragraph (a) (Dividend Restrictions) of Clause 13.11 (Issuer specific covenants) – is amended to read as follows:

**“13.11 Issuer specific covenants**

**(a) Dividend restrictions**

- (i) *The Issuer shall not declare or make any dividend payment, repurchase of shares or make any loans or other equity or capital distributions or payments (including group contributions) to its direct or indirect shareholders (including servicing of shareholder loans), whether in cash or in kind, including without limitation any total return swaps or instruments with similar effect (a "Distribution") to and including 31 December 2021.*
- (ii) *From 1 January 2022 the Issuer shall not make any Distribution, other than, commencing from the later of (a) the First Oil Date of the Yme Licences and (b) the date the Yme Bonds are fully redeemed, a Distribution for an amount not exceeding 50% of the Issuer's net profit after tax for the previous calendar year (and for this calculation all Distributions made by reference to the same calendar year shall be aggregated), subject to, (A) before the date any Distribution is made, an offer is made by the Issuer to all Bondholders to redeem an aggregate amount of Bonds and any Permitted Additional Bond Issue(s) (if any) equal to the amount of the Distribution at 103% of the Nominal Amount (plus accrued interest) to the Issuer and (B) no Event of Default continuing at the date of the Distribution or resulting therefrom. Any redeemed Bonds shall be discharged."*

⊕o) Paragraph (c) (Leverage Ratio) of Clause 13.12 (Financial Covenants) is amended to read as follows:

**“(c) Leverage Ratio**

- ~~(i) — On each Calculation Date: to, but excluding, 1 July 2020, maintain a Leverage Ratio not exceeding 3:1;~~
  - ~~(ii) — from, and including, 1 July 2020, to, but excluding, 1 October 2020, maintain a Leverage Ratio not exceeding 5:1;~~
  - ~~(iii) — from, and including, 1 October 2020 to, but excluding, 1 July 2021, maintain a Leverage Ratio not exceeding 7:1;~~
  - ~~(iv) — from, and including, 1 July 2021 to, but excluding, 1 October 2021, maintain a Leverage Ratio not exceeding 6:1;~~
  - ~~(v) — from, but excluding 1 October 2021 to, but excluding, 1 January 2022, maintain a Leverage Ratio not exceeding 3:1; and~~
  - ~~(vi) — from and including 1 January 2022, maintain a Leverage Ratio not exceeding 2:1."~~
- maintain a Leverage Ratio not exceeding the Bank Base Case [to be provided by DnB/OKEA] with 15% headroom on a consolidated basis until and including December 2021. From 1 January 2022, the leverage ratio on each Calculation Date shall not exceed 2:1

*A failure to comply with the requirements set out in this Clause 13.12(c) (Leverage Ratio) in the period to, but excluding, 1 January 2022 will only result in a default if the Issuer does not comply with such requirements on two consecutive Calculation Dates.”*

~~¶~~ Paragraph (d) (Testing) of Clause 13.12 (Financial Covenants) is amended to read as follows:

*“(d) Testing*

*The financial covenants (other than Liquidity, and for purposes of calculation of the Capital Employment Ratio, other than as set out in the definition thereof) shall be calculated in accordance with GAAP and tested by reference to each of the Financial Reports and/or each Compliance Certificate delivered to the Bond Trustee pursuant to Clause 12.2 (Requirements as to financial reports), provided that:”*

The remaining part shall remain unchanged.