

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

To the bondholders in:

ISIN NO 001 0708670

FRN Siem Offshore Inc. Senior Unsecured Convertible Bond Issue 2018/2023 (the "Convertible Bond Issue")

ISIN NO 001 0670441

FRN Siem Offshore Inc. Senior Unsecured Bond Issue 2013/2018 (the "Non-Convertible Bond Issue")

Important notice: due to the outbreak of the corona virus Covid-19, bondholders are encouraged to abstain from appearing in person at the bondholder meeting, and instead participate by proxy as described below. The Issuer may be prevented from arranging the meeting as a physical meeting. Bondholders should note that additional information on proceedings of the meeting may be given on short notice and announced on the issuer's profile on www.stamdata.no and the Issuer's website.

Oslo, 16 June 2020

Summons to Bondholders' Meetings

Nordic Trustee AS (the "**Bond Trustee**") acts as trustee for the holders of bonds (the "**Bondholders**") in the Convertible Bond Issue and the Non-Convertible Bond Issue (each a "**Bond Issue**", collectively the "**Bond Issues**" or the "**Bonds**" issued by Siem Offshore Inc. as issuer (the "**Issuer**", together with its subsidiaries, the "**Group**").

Capitalised terms used herein shall, unless otherwise defined, have the meaning ascribed to them in:

- (a) the agreement originally dated 26 March 2014, as amended and restated on 28 June 2017 and 3 May 2018, between the Issuer and the Bond Trustee in respect of the Convertible Bond Issue (the "**Convertible Bond Loan Agreement**"); and
- (b) the agreement originally dated 28 January 2013, as amended and restated on 28 June 2017, between the Issuer and the Bond Trustee in respect of the Non-Convertible Bond Issue (the "**Non-Convertible Bond Loan Agreement**", and together with the Convertible Bond Loan Agreement, the "**Bond Loan Agreements**").

The Issuer has requested the Bond Trustee to summon Bondholders' Meetings under each Bond Issue to consider the approval of the Interim Proposal as further set out and defined under Clause 4 below.

In these summons, "**Effective Date**" means the date on which the Bond Trustee notifies the Issuer that the conditions set out in Clause 2 (*Conditions and Effective Date*) have been satisfied.

The information in this summons regarding the background, Issuer, the described transactions and the Proposal are provided by the Issuer, and the Bond Trustee expressly disclaims all liability whatsoever related to such information. Bondholders are encouraged to read this notice including appendices in their entirety.

1. BACKGROUND

Reference is made to the summons for bondholders' meetings dated 29 May 2020 (the "**Initial Summons**") and the Issuer's announcement regarding the results from the Bondholders' Meetings of 15 June 2020 (the "**Announcement**"). As explained in the Announcement, the proposal to the Bondholders as set out in the Initial Summons (the "**Initial Proposal**") was not approved by the Bondholders' Meetings in the Bond Issues.

Capitalised terms used herein and not otherwise defined shall have the meaning ascribed to them in the Initial Summons.

As described in the Initial Summons, it is a condition subsequent under the Secured Lenders Deferral Agreement that the Bondholders agree to a deferral of all interest, amortisation and other payments under the Bond Loan Agreements, and not to exercise any right of acceleration against the Issuer that the Bondholders might have under the relevant Bond Loan Agreement based on any breach of financial covenants or any material adverse change clause, prior to the expiry of the Deferral Period.

The Issuer is looking to initiate a dialogue with the Bondholders. A default under the Bond Loan Agreements would be detrimental to such discussions. Therefore, in accordance with Clause 19.2 (*Procedural rules for Bondholders' meetings*) of the Convertible Bond Loan Agreement and Clause 16.2 (*Procedural rules for Bondholders' meetings*) of the Non-Convertible Bond Loan Agreement, the Issuer has approached the Bond Trustee to convene Bondholders' Meetings in order to obtain the Bondholders' approval to waive the financial covenants in the Bond Loan Agreements until 30 October 2020 and not to exercise rights of acceleration against the Issuer that the Bondholders might have under the relevant Bond Loan Agreement based on any material adverse change clause in the same period.

The Issuer believes that a waiver of the financial covenants and an undertaking from the Bondholders to not exercise rights of acceleration against the Issuer that the Bondholders might have under the relevant Bond Loan Agreement based on any material adverse change clause during the Deferral Period is required for the purpose of continuing the discussions with its creditors, as the occurrence of an Event of Default under the Bond Issues would jeopardise the intended restructuring of the Group to the detriment of all stakeholders, and above all the Bondholders.

2. CONDITIONS AND EFFECTIVE DATE

The proposal shall be subject to, and be effective from the date of the Bondholders' Meeting.

3. THE PROPOSAL

The Issuer proposes the following (the proposals set out in Sections 3.1 and 3.2 are hereinafter together referred to as the "**Interim Proposal**"):

3.1 Waiver of financial covenants

- (a) *The Bondholders under the Convertible Bond Loan Agreement waive the financial covenants set out in Clause 16.4 (Financial covenants) of the Convertible Bond Loan Agreement for the period from and including 30 June 2020, to and including 30 October 2020.*
- (b) *The Bondholders under the Non-Convertible Bond Loan Agreement waive the financial covenants set out in paragraph (e) (Financial covenants) of Clause 13.4 (Special Covenants) for the period from and including 30 June 2020 to and including 30 October 2020.*

3.2 Waiver of events of default

The Bondholders agree and confirm that from and including 30 June 2020 to and including 30 October 2020 they shall not, nor shall they instruct the Bond Trustee to, accelerate the Outstanding Bonds, including accrued interest and default interest, or make declaration that the Outstanding Bonds or any accrued interest, are due and payable, based on a breach by the Issuer of (i) Clauses 16.4 (Financial covenants) and/or 18.1 (i) (Material Adverse Change) of the Convertible Bond Loan Agreement and/or (ii) Clauses 13.4 (Special Covenants) paragraph (e) (Financial covenants) or 15.1 (i) (Material Adverse Change) of the Non-Convertible Bond Loan Agreement.

4. NON-RELIANCE

The request is put forward from the Issuer 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 proposed changes are acceptable and vote accordingly.

5. FURTHER INFORMATION

For more detailed information about the Issuer or the Proposal, please see www.siemoffshore.com or contact:

Dagfinn Lie
CFO
Siem Offshore Inc.
Cell: +47 901 99 051

6. BONDHOLDERS' MEETING

Bondholders are hereby summoned to a Bondholders' Meeting for each of the Bond Issues:

Time: 30 June, 12:00 hours (Oslo time),
Place: The premises of Nordic Trustee AS
Kronprinsesse Märthas plass 1, 7th floor
N-0160 Oslo

Agenda:

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

It is proposed that each Bondholders' Meeting resolves the following:

"The Interim Proposal (as defined in section 3 above) is approved by the Bondholders' Meeting, on the condition as set out in section 2 above. The Proposal is adopted even if the Bondholders' Meeting for the other Bond Issue does not approve the Proposal.

The Bond Trustee is authorised to enter into the necessary agreements in connection with decisions made by the Bondholders' Meeting in the relevant Bond Issue as well as carry out necessary completion work, including making necessary amendments to the Bond Loan Agreements in each Bond Issue."

To approve the above resolution, Bondholders representing at least 2/3 of the Voting Bonds (as defined in each of the Bond Agreements) represented by in person or by proxy at the meeting must vote in favour of the resolution. In order to have a quorum, at least half of the Voting Bonds must be represented at the meeting. If the proposal is not adopted, the Bond Agreements will remain unchanged.

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 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 in due time before the meeting is scheduled (by scanned e-mail or post – please see the first page of this letter 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 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 the Bond Trustee, to notify the Bond Trustee by telephone or e-mail (mail@nordictrustee.com) within 16:00 hours (4pm) (Oslo time) the Banking Day before the 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 meeting takes place.

Yours sincerely
Nordic Trustee AS



Ellen Søliland
soiland@nordictrustee.com

Enclosed: Annex 1: Bondholder's Form

ANNEX 1 – BONDHOLDER’S FORM