

NORSK TILLITSMANN ASA

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To the bondholders in:

ISIN NO 001034600.0 – 9.25 per cent Sevan Marine ASA Callable Bond Issue 2006/2011

Oslo, 23rd July 2010.

Early redemption– Summons to Bondholders’ Meeting

Norsk Tillitsmann ASA (“NTM”/ “Norsk Tillitsmann”) acts as trustee (the “**Loan Trustee**”) for the holders of bonds in the above-mentioned loan of USDm 135 with ISIN NO 001034600.0 (the “**Loan**” / “**Bond Issue**”) where Sevan Marine ASA (the “**Company**”) is the borrower.

All capitalized terms used herein shall have the meaning assigned to them in the loan agreement dated 20 December 2006, as amended, (the “**Loan Agreement**”) or the summons to this Bondholders’ Meeting unless otherwise stated.

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

1 BACKGROUND

The Company is currently working to refinance the existing Loan referred to above. The Company intends to replace the Loan with a new bond issue of USD 200 million (the “**New Loan**”) in order to increase the financial capacity of the Company.

By replacing the Loan with the New Loan, the Company will extend the final maturity date of the debt related to the FPSO Sevan Hummingbird (the “**FPSO**”). The Company estimates that the gross cash effect will be up to USD 65 million. The net proceeds from the refinancing will, among others, be used to acquire the remaining 20 % stake in the FPSO from a subsidiary of Centrica Plc at a cost of approximately USD 39 million.

The Company is seeking to redeem the existing Loan as soon as practically possible.

2 PROPOSAL

In accordance with Clause 17.1 of the Loan Agreement the Company has approached the Loan Trustee to convene a Bondholders meeting in order to amend the Loan Agreement, pursuant to the authority given to the Bondholders’ meeting under Clause 16.1 of the Loan Agreement, and facilitate for the abovementioned refinancing.

MAILING ADDRESS ● P.O. BOX 1470 VIKÅ, N-0116 OSLO LOCATION ● HAAKON VII GATE 1, OSLO, NORWAY

phone ● +47 22 87 94 00 fax ● +47 22 87 94 10 org.nr ● no 963 342 624 MVA e-mail ● mail@trustee.no



The Company seeks the Bondholders approval of an early redemption of the Loan as set out in this section (the “**Proposal**”):

- A. It is proposed that the Loan is redeemed at 102.5 % of par value plus accrued interest (the “**Early Redemption**”) on a Banking Day falling between 10 August 2010 and 27 August 2010 (the record date will be set by VPS and the Bond Trustee later) (the “**Early Redemption Period**”). The Early Redemption will be effected by way of amending the definition of the Maturity Date in the Loan Agreement,
- B. It is proposed that the security package for the Loan may be replaced with an escrow account pledged in favor of the Loan Trustee on behalf of the Bondholders, as security for the repayment of the Loan by the Company, from the settlement date (issue date) for the New Loan and up to the Early Redemption of the Loan takes place; and
- C. It is proposed that the Bondholders authorize the Bond Trustee to execute the Early Redemption subject to the conditions set out in section 3 in this summons having been fulfilled.

3 CONDITION:

The completion of the Proposal is conditional upon (i) the approval by the bondholders in the Loan with required majority vote in the Bondholders’ Meeting, and (ii) a successful closing of USD 200 million in the New Loan within the Early Redemption Period.

4 EVALUATION OF THE PROPOSED CHANGES

4.1 The Company’s evaluation

The Company considers the Proposal to be attractive for investors, considering the current secondary pricing of the Loan and the existing European call options in the Loan Agreement. The Loan was callable at 103 % of par value plus accrued interest on 20 December 2009, and the Loan will be callable at 102 % of par value plus accrued interest on 20 December 2010. An early redemption price of 102.5 % of par value plus accrued interest should therefore be a fair price.

Bondholders in the Loan may use their current holdings of Bonds as payment for subscription in the New Loan, for the purposes of which the Bonds will be treated at nominal par value (100 %). The Company considers this re-investment opportunity to be attractive for investors, and should be taken into account when evaluating the Proposal. Existing Bondholders that are interested to “roll over” their investment into the New Loan are encouraged to approach the Company’s Advisors (as defined below) for more information about the terms and conditions of the New Loan.



The Company has engaged First Securities AS and Pareto Securities AS as its financial advisors (the “**Advisors**”) with respect to the Proposal. Accordingly, Bondholders may contact First Securities Fixed Income sales at +47 23 11 62 73 or Pareto Securities AS Fixed Income Sales at +47 22 87 87 70 for further information. The Advisors are acting solely for the Company and no-one else in connection with the Proposal. No due diligence investigations have been carried out by the Advisors with respect to the Company and the Advisors expressly disclaim any and all liability whatsoever in connection with the Proposal (including but not limited to the information contained herein).

For further information about the Company, please visit www.sevanmarine.com

4.2 NTM’s evaluation

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

5 BONDHOLDERS’ MEETING:

Bondholders are hereby summoned to a Bondholders’ meeting:

Time: 3rd August at 11:00 hours (Oslo time),
Place: The premises of Norsk Tillitsmann ASA,
Haakon VIIIs gt 1, 01061 Oslo - 7th 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 change of the Bond Agreement:

It is proposed that the Bondholders’ meeting resolve the following:

The Bondholders’ meeting approve the Proposal as set out in clause 2, subject to the fulfilment of the condition described in clause 3, in the summons to this Bondholders’ meeting.

Norsk Tillitsmann ASA 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 make other necessary amendments of the Loan Agreement.

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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 favor of the resolution. In order to have a quorum, at least 5/10 of the voting Bonds must be represented at the meeting. If the proposal is not adopted, the Bond Agreement will remain unchanged.

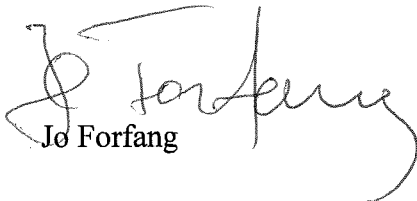
Please find attached a Bondholder's Form from the Securities Depository (VPS), indicating your bondholding at the printing date. The Bondholder's Form will serve as proof of ownership of the Bonds and of the voting rights at the bondholders' meeting. (If the bonds are held in custody - i.e. the owner 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 authorize the Norsk Tillitsmann to vote on its behalf, in which case the Bondholder's Form also serves as a proxy. A duly signed Bondholder's Form, authorizing Norsk Tillitsmann to vote, must then be returned to Norsk Tillitsmann 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 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 Norsk Tillitsmann, to notify Norsk Tillitsmann by telephone or by e-mail (as set out at the first page of this letter) within 16:00 hours (4 pm) (Oslo time) the Banking Day before the meeting takes place.

Yours sincerely
Norsk Tillitsmann ASA



Jo Forfang

Enclosed: Bondholder's Form