

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

**To the bondholders in:**

- **ISIN NO 001 066536.7 - FRN Otium AS Senior Unsecured Bond Issue 2012/2015**

Oslo, 2 July 2015

### **Summons to Bondholders' Meeting**

Nordic Trustee ASA (the "**Bond Trustee**") acts as trustee for the bondholders (the "**Bondholders**") in the above mentioned bond issue ("**OT01 PRO**", the "**Bonds**" or the "**Bond Issue**") issued by Otium AS as issuer ("**Otium**" or the "**Company**" or the "**Issuer**").

Capitalised terms used herein shall have the meaning assigned to them in the bond agreement dated 17 December 2012, as amended (the "**Bond Agreement**"), unless otherwise stated herein.

*The information in this summons regarding the Issuer and the described transactions is provided by the Issuer, and the Bond Trustee expressly disclaims all liability whatsoever related to such information.*

## **1 BACKGROUND**

Otium is experiencing a challenging liquidity and financial position, with difficult market conditions and a current and contingent debt of approx. MNOK 1,600 (incl accumulated interests). As reported on 18 June 2015, Otium has therefore initiated discussions with its lenders, in an effort of reaching an agreement which could strengthen and secure Otium's ability to manage the group's assets in the best possible manner, given its financial position.

A premature realization of the Company's assets in the current environment is likely to be detrimental to all creditors, and in particular unsecured creditors. The common goal of Otium, its owner and its lenders through these discussions is therefore to find a joint platform for future operations of the group, with the primary purpose being to preserve existing assets and values in a best possible manner in order to maximize repayment to the lenders, and to avoid asset realization at deflated values.

Any such solution, if reached, will encompass a broad restructuring to which all financial creditors will be expected to accede (the "**Restructuring**"). The Restructuring is expected to include a conversion in full of all unsecured financial debt into new preference shares in the Company. This includes the debt under the Bond Issue. Such preference shares are expected to be without voting rights and with a preferred right to dividends and a preferred right to repayment. The issuer will have a right, and the purpose will be, to redeem such preference shares. The preference shares will only rank behind secured debt and any new equity that may be injected to the Issuer. Any such new equity is expected to have a preferred right to repayment and a preferred right to dividends.

The general purpose of the Restructuring is to maximize values for all stakeholders and the special purpose of the contemplated conversions is to allow for new equity injections to the Issuer to further strengthen its financial position and the likelihood of a successful Restructuring and for the creditors to be repaid. In addition to certain debt conversion, the Restructuring is expected to inter alia include

liquidity loan from banks, project ring fencing, intra-group service arrangements, divestiture of mature projects, negative pledge arrangements and establishment of an ad hoc creditor group (the "**Restructuring Agreement**"). Following completion of the Restructuring and establishment of these arrangements, new capital will be sought raised through equity injections to the Issuer.

The details of the contemplated Restructuring are as of today not finalised, and the relevant parties remain in discussion. However, as time is critical for the implementation of any final solution, the Company has found it necessary to approach the Bond Trustee to convene a Bondholders' Meeting for the Bonds in order to approve a restructuring of the Bonds as outlined above, including the conversion of the amounts outstanding under the Bond Issue to new preference shares in the Issuer.

The Company recognises that the above may not provide sufficient basis for Bondholders to make an informed commercial decision on whether to support the Restructuring, and will as soon as possible call for a separate information meeting in this respect to be held in advance of the Bondholders' Meeting. The Company will in such meeting provide further information on the Company's financial position and prospects, background for the restructuring proposal, the agreement reached with the other creditors and the implications for Bondholders. The details of such meeting will be posted on Stamdata in due course.

## 2 THE PROPOSAL

Based on the above, the Company asks that the Bondholders' Meeting approve the following (the "**Proposal**"):

- (i) Approval, in so far as it relates to the Bonds, of the Restructuring, including conversion of the Bonds and any accrued interest thereunder to new preference shares in the Company (the "**Consideration Shares**"), and accession by the Bond Trustee on behalf of the Bondholders to the Restructuring Agreement.
- (ii) Interim amendment of the Bond Agreement to allow for Bondholders' Meetings summoned up to (and including) 31 August 2015 to be held with minimum 2 Business Days' notice.

The two parts of the Proposal are not interdependent, and will be subject to separate voting.

The Bond Trustee shall be authorised to prepare and finalise the Restructuring Agreement and any related documents, including at its discretion, to consent to amendments and/or supplements to the terms and conditions of the Proposal on behalf of the Bondholders where such are consistent with the principles of the Proposal and are required in order to implement the same.

## 3 CONDITIONS

The completion of the Proposal (if/when adopted) is conditional upon and subject to (i) any final Restructuring Agreement being entered into and (ii) a shareholders' meeting of the Company having approved the conversion of the Bonds and issuance of the Consideration Shares on the terms set out therein, in each case on or before 31 August 2015 or such later date as the Bond Trustee may agree in its sole discretion (collectively, the "**Conditions**").

## 4 FURTHER INFORMATION, EVALUATION AND NON-RELIANCE

The Proposal is put forward to the Bondholders without further evaluation or recommendations from the Bond Trustee, and the Bond Trustee emphasizes that each Bondholder should cast its vote in the Bondholders' Meeting based on its own evaluation of the Proposal.

Nothing herein shall constitute a recommendation to the Bondholders by any of the Bond Trustee or the Issuer or any of their respective advisors. The Bondholders must independently evaluate whether the

Proposal is acceptable and vote accordingly. The Bond Trustee urges each Bondholder to seek advice in order to evaluate the Proposal.

For further questions to the Bond Trustee, please contact Morten Bredesen at [mail@nordictrustee.com](mailto:mail@nordictrustee.com) or + 47 22 87 94 00.

## 5 SUMMONS FOR BONDHOLDERS' MEETING

The Bondholders are hereby summoned to a Bondholders' Meeting in the Bond Issue:

**Time:** 16 July 2015 at 10:00 hours (Oslo time)

**Place:** The premises of Nordic Trustee ASA,  
Haakon VIIIs gt 1, 0161 Oslo - 6<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 respective Bondholders' Meeting for each of the Bonds resolve the following:**

*"The Bondholders' Meeting approves the Proposal as described in section 2 of the summons for the Bondholders' Meeting, including (i) the conversion of the Bonds into preference shares of the Issuer, (ii) temporary shortened notice periods for Bondholders' Meetings, [and (iii) a temporary waiver of any Events of Default under the Bond Agreements until the earlier of the date of completion or termination of the Restructuring, in order to allow for the implementation of the Restructuring]."*

*The Bond Trustee is authorised to (a) prepare, finalise and enter into the necessary agreements in connection with documenting the decisions made by the Bondholders' Meeting according to the summons, including without limitation the Restructuring Agreement, as well as to carry out the necessary completion work, including making the necessary amendments to/termination of the Bond Agreements and related Finance Documents and subscribe for the Consideration Shares on behalf of the Bondholders, 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 Restructuring on the terms and conditions set out herein or in any supplemental information to the Bondholders' in advance of the Bondholders' Meeting. The Bondholders' agree that the Bond Trustee may exercise (or refuse to exercise) any discretion, consent or approval required or contemplated in the exercise (or non-exercise) of any such discretion which is connected with the matters referred to in the summons to the Bondholders' Meeting (including without limitation waive any time periods or deadlines).*

*The Bond Trustee shall notify the Bondholders on or before the last trading date for the Bonds, following which further trading may be blocked.*

*The resolutions shall be subject to and conditional upon approval by the extraordinary general meeting of the shareholders of the Issuer of the various resolutions and other creditor consents and accessions required to be taken to implement the Restructuring."*

\* \* \* \* \*

To approve the Proposal, Bondholders representing more than two-thirds of the Voting Bonds represented (in person or by proxy) at each of the Bondholders' Meetings (for each of the Bonds) must

vote in favour of the Proposal. In order to have a quorum at least ½ of the Voting Bonds must be represented at the relevant Bondholders' Meeting.

If the above resolutions are not adopted by all Bonds as proposed herein, the Bond Agreements will remain unchanged.

Please find attached a Bondholder's Form from the Securities Depository (VPS) as Schedule A hereto, 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 Nordic Trustee ASA to vote on its behalf, in which case the Bondholder's Form also serves as a proxy. A duly signed Bondholder's Form, authorising Nordic Trustee ASA to vote, must then be returned to Nordic Trustee in due time before the meeting is scheduled (by scanned e-mail, telefax or post to [mail@nordictrustee.com](mailto:mail@nordictrustee.com), +47 22 87 94 10, or Nordic Trustee ASA, PO Box 1470 Vika, 0116 Oslo, Norway).

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 Nordic Trustee ASA, to notify Nordic Trustee ASA by telephone or by e-mail (at 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  
**Nordic Trustee ASA**



Morten S. Bredeesen

Enclosed:

- Schedule A – Bondholder's Form