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To the bondholders in:

**ISIN NO 001 072202.8 - 9.00 per cent. Golden Close Maritime Corp. Ltd. Senior Secured Callable Bond Issue 2014/2019**

**Oslo, 20 August 2015**

## **SUMMONS TO BONDHOLDERS' MEETING – APPROVAL OF JOINT ENGAGEMENT AND RELATED FUNDING ARRANGEMENTS**

Nordic Trustee ASA (the “**Bond Trustee**”) is appointed as bond trustee for the bond issue with ISIN NO 001 072202.8 (the “**Golden Close Bonds**”) issued by Golden Close Maritime Corp. Ltd. (“**Golden Close**”) pursuant to the terms of a certain bond agreement constituting the Golden Close Bonds (the “**Golden Close Bond Agreement**”) dated 23 October 2014 between Golden Close as issuer and the Bond Trustee (on behalf of itself and the holders from time to time of the Golden Close Bonds (the “**Golden Close Bondholders**”)).

All capitalised terms used herein shall have the meaning assigned to them in the Golden Close Bond Agreement unless otherwise stated.

The Bond Trustee expressly disclaims all liability whatsoever related to information concerning Golden Close and market conditions.

The purpose of this summons is to convene a Bondholders’ Meeting to consider a request for approvals in respect of certain joint-advisory and related fee arrangements.

### **1. Background**

Golden Close’s parent company is Deep Sea Metro Ltd., in which Metro Exploration Holding Corp. (“**Metro Ex**”) holds an indirect 60% equity interest. Metro Ex is the issuer of the Metro Exploration Holding Corp. Senior Secured Callable Bond Issue 2014/2016 (the “**Metro Ex Bonds**” and the holders from time to time thereof the “**Metro Ex Bondholders**”).

Golden Close’s sister company (also a subsidiary of Deep Sea Metro Ltd.) is Chloe Marine Corporation Ltd. (“**Chloe Marine**”). Chloe Marine is the bond issuer in respect of the 12 per cent. Chloe Marine Corporation Ltd. Second Lien Callable Bond Issue 2011/2016 (the “**Chloe Marine Bonds**” and the holders from time to time thereof the “**Chloe Marine Bondholders**” and, together with the Metro Ex Bondholders and the Golden Close Bondholders, the “**Bondholders**”).

Metro Ex, Deep Sea Metro Ltd., Chloe Marine and its subsidiaries and Golden Close and its subsidiaries are together referred to as the “**Group**”. Nordic Trustee ASA is the bond trustee for both the Chloe Marine Bonds and the Metro Ex Bonds, as well as the Golden Close Bonds.

The Group’s business has faced the same challenges as the oil and oil services industry in general, and the drilling segment in particular, due to the recent fall in oil prices with resulting reduction in business activity and rates. In connection with such challenging conditions, and in anticipation of potential enforcement action in respect of the Metro Ex Bonds, settlement arrangements were reached in May 2015 between the ultimate equity owners of Metro Ex and the Bond Trustee (for and on behalf

of the Metro Ex Bondholders), under which, amongst other things, the shares in Metro Ex's parent, Metro Drilling Holding Corp., were transferred into the beneficial ownership of the Metro Ex Bondholders. The broader arrangements constituting the settlement are detailed in the summons dated 13 May 2015 to a bondholders' meeting in respect of the Metro Ex Bonds (the "**Metro Ex Settlement**"). Following the Metro Ex Settlement, the Metro Ex Bonds remain outstanding.

## **2. Appointment of Advisers for Joint Engagement**

Discussions have been held between certain of the Metro Ex Bondholders, the Chloe Marine Bondholders and the Golden Close Bondholders, who, together, hold more than 50% across each of the three bond issues, concluding that cooperation between the Metro Ex Bondholders, the Golden Close Bondholders and the Chloe Marine Bondholders is likely to assist in preserving the rights and interests of the three groups of Bondholders as a whole. Accordingly, those Bondholders have proposed that the Bond Trustee effect a joint engagement (the "**Joint Engagement**") on behalf of all three groups of Bondholders of the following advisers:

- (i) Akin Gump LLP, as restructuring legal adviser ("**Akin**");
- (ii) Schjødt, as Norwegian law legal adviser ("**Schjødt**");
- (iii) AMA Capital Partners LLP, as financial adviser ("**AMA**" and together with Akin and Schjødt, the "**Advisers**"); and
- (iv) such other local legal advisers as the Bond Trustee deems appropriate from time to time.

## **3. Joint Engagement Arrangements**

The scope of the Joint Engagement is to provide advice in relation to the preservation and enforcement of the rights and interests of the Bondholders (including, in the case of the Metro Ex Bonds, in relation to work already performed in relation to the Metro Ex Settlement).

Pursuant to Clause 14.1 of the Golden Close Bond Agreement, the Issuer shall cover all costs and expenses incurred by the Bond Trustee in connection with the Golden Close Bond Agreement. Pursuant to Clause 14.2 of the Golden Close Bond Agreement, the fees, costs and expenses payable to the Bond Trustee shall be paid by the Issuer and are set out in a separate agreement between the Issuer and the Bond Trustee. In addition, pursuant to Clause 14.3 of the Golden Close Bond Agreement, fees, costs and expenses payable to the Bond Trustee which, due to the Issuer's insolvency or similar circumstances, are not reimbursed in any other way may be covered by making an equivalent reduction in the proceeds to the Golden Close Bondholders under the Golden Close Bond Agreement of any costs and expenses incurred by the Bond Trustee in connection with the restructuring or default of the Golden Close Bonds and the enforcement of the Finance Documents.

Notwithstanding Clauses 14.1, 14.2 and 14.3 of the Golden Close Bond Agreement, in so far as the Joint Engagement relates to the Golden Close Bondholders, the Bond Trustee will request that Golden Close enters into fee agreements with each of the Advisers to pay all of the fees, expenses and disbursements incurred by the Advisers.

## **4. Fee Structure**

### *Akin and Schjødt's Fees*

Akin and Schjødt will charge standard hourly rates for time spent on the Joint Engagement, as well as charging for expenses and disbursements incurred. There will be no success fee element in respect of Akin's and Schjødt's charging structures.

### *AMA's Golden Close Fees*

AMA will charge on the basis of the following “**Fee Structure**”: (i) a monthly retainer fee of US\$ 50,000, payable for a minimum of three months in respect of the Golden Close Bonds (the “**Retainer Fees**”) and (ii) a “**Restructuring Fee**” (set forth below) payable if the Golden Close Bonds are altered, amended, restructured or, redeemed pursuant to the resolutions of a Bondholders’ Meeting (a “**Transaction**”).

<b>Recovered Amount as % of Bonds Face Value</b>	<b>Restructuring Fee</b>
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Less than 95.0%	No Fee
> = 95.0% but < 97.0%	\$250,000
> = 97.0% but < 99.0%	\$480,000
> = 99.0% but < 101.0%	\$710,000
> = 101.0% but < 103.0%	\$940,000
> = 103.0% but < 105.0%	\$1,170,000
> = 105.0% but < 108.0%	\$1,400,000
= 108.0%	\$1,750,000

“**Recovered Amount**” shall include the assumption of any existing Golden Close Bonds remaining outstanding following any Transaction and shall also include cash and non-cash considerations paid directly or indirectly with respect to the Golden Close Bonds.

There will be a mechanism for crediting back Retainer Fees against the Restructuring Fee. AMA will also charge for expenses and disbursements incurred.

### **5. Parallel Bond Summonses**

Simultaneously, with the issuance of this Bondholders’ Meeting summons, similar bond summonses will be issued in respect of the Metro Ex Bonds and the Chloe Marine Bonds for the purpose of, amongst other things, approving the Joint Engagement.

### **6. The Proposal**

It is proposed that a resolution comprising the following elements (the “**Proposal**”) be passed by the Golden Close Bondholders to:

- (a) approve and authorise the Joint Engagement and the Fee Structure; and
- (b) instruct the Bond Trustee (in consultation with its advisors) to do all things and take such steps on behalf of the Golden Close Bondholders as may be necessary or desirable in connection with the implementation of the matters referred to in section 6(a) above, including, without limitation negotiating and approving the final terms of, and entering into, any and all documentation and agreements deemed necessary or desirable by the Bond Trustee.

### **7. Non-reliance**

The Proposal is put forward to the Golden Close Bondholders without further evaluation or recommendations from the Bond Trustee and nothing herein shall constitute a recommendation to the

Golden Close Bondholders by the Bond Trustee. The Golden Close Bondholders must independently evaluate the Proposal and vote accordingly. It is recommended that the Golden Close Bondholders seek counsel from their legal, financial and tax advisers regarding the effect of the Proposal.

## **8. Bondholders' Meeting:**

Golden Close Bondholders are hereby summoned to a Bondholders' Meeting:

Time: 3 September 2015 at 13:00 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. Approval of the Proposal

It is proposed that the Bondholders' Meeting resolve the following:

“The Bondholders' Meeting approves the Proposal as described in section 6 of the summons to this Bondholders' Meeting”.

The above mentioned resolution will, according to the Bond Agreement, require a 50% majority of the Voting Bonds represented at the Bondholders' Meeting voting in favour and a minimum 5/10 of the Voting Bonds being represented at the meeting. Golden Close Bondholders may be represented in person or by proxy.

If the Joint Engagement is not adopted by the Bondholders' Meetings for the Metro Ex Bonds and the Chloe Marine Bonds, there will be no Joint Engagement.

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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 Golden Close Bonds and of the voting rights at the Bondholders' Meeting. If the Golden Close 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 Golden Close Bonds, (ii) the aggregate nominal amount of the Golden Close Bonds and (iii) the account number in VPS on which the Golden Close Bonds are registered.

The individual Golden Close 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 Nordic Trustee ASA to vote, must then be returned to the Bond Trustee in due time before the Bondholders' Meeting is scheduled (by scanned e-mail, telefax or post).

In the event that Golden Close Bonds have been transferred to a new owner after the Bondholder's Form was made, the new Golden Close Bondholder must bring to the Bondholders' Meeting or enclose with the proxy, as the case may be, evidence that the Bond Trustee accepts as sufficient proof of the ownership of the Golden Close 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 (post@nordictrustee.com) by 16:00 hours (4 pm) (Oslo time) the Banking Day before the meeting takes place.

Kind regards

Nordic Trustee ASA



Fredrik Lundberg

Enclosed: Bondholder's Form