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To the bondholders in:

ISIN NO 001 0633118 -

**6.00 per cent. SeaBird Exploration PLC
Senior Secured Callable Bond Issue 2011/2015**

Oslo, 19 August 2014

Summons to Bondholders' Meeting – proposal to amend the bond agreement

Nordic Trustee ASA (previously Norsk Tillitsmann ASA) (the “**Bond Trustee**”) acts as trustee for the bondholders (together, the “**Bondholders**”) in the above mentioned bond issue (the “**Bonds**” or the “**Bond Issue**”), a bond loan of USD 89,851,041 million issued by SeaBird Exploration Plc. (the “**Issuer**”), guaranteed by the Issuer's subsidiaries Harrier Navigation Company Ltd., Aquila Explorer Inc., Osprey Navigation Company Inc. and Sana Navigation Company Limited.

Capitalized terms used herein shall have the meaning assigned to them in the bond agreement dated 16 December 2011 (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

1.1 Introduction

Hawk Navigation Company Ltd., a subsidiary of the Issuer, is currently leasing the 2D-Source vessel M/V Hawk Explorer (the “**Vessel**”) from Hawk Explorer AS under a bareboat charter dated August 30, 2006. On August 29, 2013, the Issuer notified Hawk Explorer AS that its subsidiary Hawk Navigation Company Ltd. was exercising its purchase option with respect to the Vessel, cf. the stock exchange notice published by the Issuer on September 2, 2013.

Hawk Explorer AS has recently agreed that the purchase of the Vessel may be settled by way of an extension of the existing bareboat charter agreement by eighteen (18) months, under which the Issuer will pay monthly charter rates consisting of inter alia instalments on the purchase price and interest on the outstanding purchase price. On the expiry of the extended bareboat charter party in Q1 2016, the Issuer's subsidiary Hawk Navigation Company Ltd. will have paid the entire purchase price and will become owner of the Vessel. The Issuer is of the opinion that it is commercially beneficial for the company to extend the term of the bareboat charter relating to the Vessel as described above.

Pursuant to the Bond Agreement, the Issuer is not entitled to allow extension of the term of the bareboat charter in relation to the Vessel.

To address this issue, the Issuer is approaching the Bondholders to ask for their consent to make certain amendments to the Bond Agreement to allow for an extension of the bareboat charter agreement as described above.

1.2 Further information

The Issuer has engaged ABG Sundal Collier Norge ASA ("ABG Sundal Collier") and RS Platou Markets AS ("RS Platou") as financial advisors with respect to the Proposal herein. Accordingly, Bondholders may contact ABG Sundal Collier or RS Platou as follows for further information:

- Andreas Lindal - ABG Sundal Collier + 47 22 01 60 00
- Harald Sætvedt - RS Platou: + 47 22 01 63 00

ABG Sundal Collier and RS Platou are acting solely for the Issuer and its affiliates and no-one else in connection herewith. ABG Sundal Collier and RS Platou expressly disclaim any and all liability whatsoever in connection with the Proposal (including but not limited to the information contained herein).

2. PROPOSED AMENDMENTS TO THE BOND AGREEMENT

In accordance with Clause 20.2 of the Bond Agreement, the Issuer has approached the Bond Trustee to convene a meeting of Bondholders ("**Bondholders' Meeting**") in order to consider the Issuer's request to amend the Bond Agreement as set out below.

The Issuer proposes that the Bond Agreement is amended and restated to reflect the following (the "**Proposal**"):

- i. Litra (b) under the definition of "*Permitted Secured Indebtedness*" set out in Clause 1.1 to be amended to read as follows:

"any finance lease and operational lease existing at the Settlement Date, and the Extended Hawk Explorer Charter Party;";

- ii. A new definition of "*Extended Hawk Explorer Charter Party*" being included in Clause 1.1 which shall read as follows:

"means the existing bareboat charter party relating to M/V Hawk Explorer, as contemplated to be extended by an addendum under which the charterer, Hawk Navigation Company Ltd., a wholly owned subsidiary of the Issuer, will purchase M/V Hawk Explorer for an amount not exceeding USD 6,500,000 to be paid over a period not exceeding eighteen (18) months after the original expiration date of the bareboat charter party by payment of monthly charter rates (consisting of inter alia instalments and interest on the purchase price) not exceeding USD 450,000 (or any higher monthly rate resulting from a shorter amortization schedule based on the same maximum purchase price);" and

- iii. A new definition of "*M/V Hawk Explorer*" being included in Clause 1.1 which shall read as follows:

"means the vessel named M/V Hawk Explorer with (IMO No. 8316857) built in 1984 and converted for seismic operation in 2006;"

Implementation of the Proposal is subject to, and will only be effective upon the following having taken place:

- i. the Proposal having been duly approved by the necessary simple majority of Voting Bonds present at the Bondholders' Meeting, as per Clause 20.3 of the Bondholder Agreement;

- ii. the Amendment Agreement (as defined below) being entered into and having been duly executed by the parties thereto; and
- iii. all necessary corporate resolutions of the Issuer having been duly made.

If these conditions are fulfilled, the Proposal will be implemented by way of entering into an amendment agreement between the Bond Trustee and the Issuer (the "**Amendment Agreement**"), such Amendment Agreement, with an attached amended and restated bond agreement, to reflect the above and any necessary ancillary amendments.

3. COMPENSATION

The extension of the bareboat charter agreement for the Vessel will benefit the Bondholders as well as the Issuer and the Issuer is of the view that under these circumstances it is not appropriate to offer any remuneration to the Bondholders.

4. EVALUATION OF THE PROPOSAL / PRE-APPROVALS

In the Issuer's opinion, the Proposal is beneficial for both the Issuer and the Bondholders. The extension of the bareboat charter agreement for the Vessel will ensure that the Issuer may continue operations and create values for the benefit all stakeholders.

The Issuer has informed the Bond Trustee that Bondholders representing more than 50% of the outstanding Bonds have granted their pre-approval to the Proposal and have committed to vote in favour of the Proposal in the Bondholders' Meeting.

5. NON-RELIANCE

The Proposal is put forward to the Bondholders without further evaluation or recommendations from the Bond Trustee. Nothing herein shall be construed as or constitute a recommendation to the Bondholders by the Bond Trustee. The Bondholders must independently evaluate whether the Proposal is acceptable and vote accordingly.

6. SUMMONS FOR BONDHOLDERS' MEETING

Bondholders are hereby summoned to a Bondholders' Meeting:

Time: **2 September 2014 at 1300 hours (Oslo time)**

Place: **The premises of Nordic Trustee ASA,
Haakon VII's gt 1, 0161 Oslo - 6th 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 resolves the following:

1. *The Bondholder's Meeting approves the Proposal as described in section 2 of the summons for the Bondholders' Meeting dated 19 August 2014.*

2. *The Bond Trustee is hereby given power of attorney to prepare, finalise and enter into the necessary agreements in connection with documenting the decisions made by this Bondholders' Meeting as well as to carry out the necessary completion work, including making appropriate amendments to the Bond Agreement and to enter into the Amendment Agreement, where the amended and restated bond agreement is attached."*

To approve the above resolution, Bondholders representing a simple majority of the Bonds represented in person or by proxy at the Bondholders' Meeting must vote in favour of the resolution. In order to have a quorum, at least 1/2 of the Voting Bonds must be represented at the meeting.

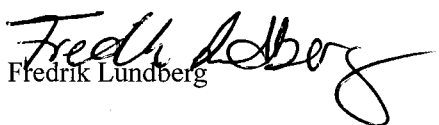
Please find attached a Bondholder's Form from the Securities Depository (VPS), indicating your bondholding at the printing date. The Bondholder's Form will serve as proof of ownership of the Bonds and of the voting rights at the Bondholders' Meeting. (If the bonds are held in custody - i.e. the owner 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, telefax or post to post@trustee.no, +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 the Bond Trustee, to notify the Bond Trustee 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 Business Day before the meeting takes place.

Yours sincerely
Nordic Trustee ASA


Fredrik Lundberg

Enclosed: Schedule A - Bondholder's Form