NordicTrustee

Denne melding til obligasjonseierne er kun utarbeidet på engelsk. For informasjon på norsk - vennligst kontakt Nordic Trustee AS

To the bondholders in:

ISIN: NO 001 0837248 - Songa Container AS Senior Secured Callable Bond Issue 2018/2021 (the "Bond Issue" or "the Bonds")

Oslo, 25 May 2020

NOTICE OF A WRITTEN BONDHOLDERS' RESOLUTION

1. INTRODUCTION

Nordic Trustee AS (the "**Bond Trustee**") is the appointed bond trustee for the holders of Bonds (the "**Bondholders**") in the above mentioned Bond Issue issued by Songa Container AS (the "**Issuer**", together with its subsidiaries the "**Company**").

A request for a written Bondholders' resolution is hereby made pursuant to Clause 15.2 (a)(i) (*Procedure for Arranging a Bondholders' meeting*) and Clause 15.5 (*Written Resolutions*) of the Bond Terms (as defined below) to consider approval of the Proposal (as defined below).

The information in this notice regarding the Issuer and market conditions have been provided by the Issuer. The Bond Trustee expressly disclaims any liability whatsoever related to such information. Bondholders are encouraged to read this notice in its entirety.

All capitalized terms used but not defined herein shall have the meaning assigned to them in the bond terms for the Bond Issue made between the Bond Trustee and the Issuer on 11 December 2018 as amended by an amendment agreement dated 1 October 2019 (collectively the "**Bond Terms**").

References to clauses and paragraphs are references to clauses and paragraphs in the Bond Terms.

2. COMPANY UPDATE

Preliminary Q1 2020 financial trading update (unaudited)

- Following figures are based on Company estimates at the time of writing, and may differ from those which to be reported in the Q1 report to be published within the end of May
- Total operating income of USD 6.2m in Q1 2020 and operating profit of negative USD 2.4m
- Total Operating days were 1,365 in Q1 (1,380 in Q4 2019). Total Trading days were 986 days, implying a utilization of 72.2% (in line with Q4 2019)
- Adjusted Time Charter Equivalent (TCE) in Q1 2020 was USD 7,418 per day (USD 9,499 per day in Q4 2019)
- Adjusted Operating expenses (OPEX) in Q1 2020 were USD 5,998 (5,754 per day in Q4 2019)
- Cash position of USD 16.8m as of 31 March 2020

USDk	FY 2018	FY 2019	Q4 2019	Q1 2020[1]
Time charter revenue	33,208	32,052	7,810	5,484
Fuel profit share scrubber				722
Total operating income	**33,208**	**32,052**	**7,810**	**6,206**
Ship operating expenses	-19,232	-24,124	-5,764	-5,699
General and administrative expenses	-3,383	-4,143	-1,280	-1,046
Depreciation	-5,614	-6,559	-1,573	-1,873
Total operating expenses	-28,228	-34,826	-8,617	-8,618
Operating profit (- loss)	**4,980**	**-2,774**	**-807**	**-2,412**
EBITDA	**10,594**	**3,785**	**766**	**-539**
Interest income	48	825	166	
Interest expenses	-4,490	-11,153	-2,684	
Net income/(loss) on long-term loan measured at fair value	6,302	-2,666	568	
Other financial income (-expenses)	-1,721	-799	-275	
Net financial profit (-loss)	**139**	**-13,793**	**-2,226**	
Profit (-loss) before taxes	**5,119**	**-16,567**	**-3,033**	
Taxes	-5	-242	-167	
Profit (-loss) for the period	**5,114**	**-16,809**	**-3,200**	

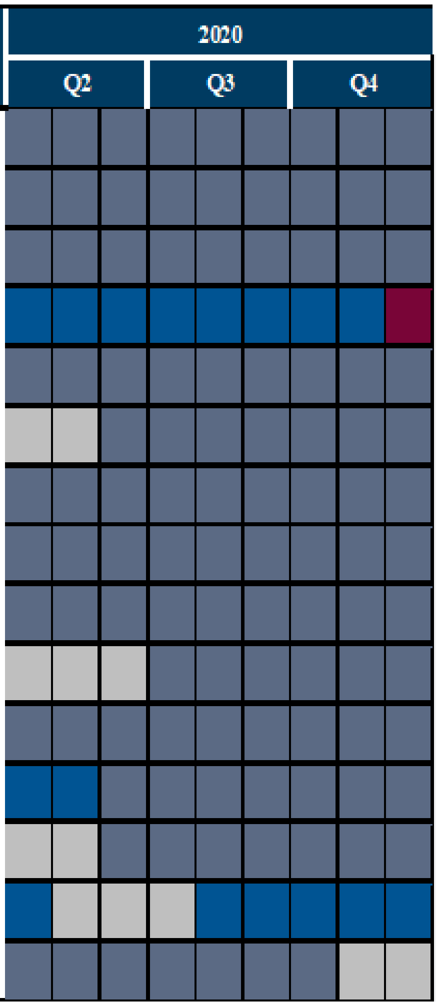
[1] Q1 figures preliminary figures and unaudited. Figures may be subject to change

Songa Container fleet update

- From end of May 2020, ~90% of the Company's vessels operate in pool arrangements, stabilising revenue and reducing risk
- The Company's vessels operate in 5 different pools ranging from 1,000 to 5,000 TEU with worldwide trading
- On average, the Company's fleet achieved an adjusted TCE per day of USD 7,418in Q1 2020[2]
- Going into Q2 idle time in the market and in pools are increasing and average durations on employment is coming down

Table 1: Contract and operational overview per Q1 2020[3]

Vessel	Year	TEU capacity	Scrubber	Commercial manager
Anne Sibum	2007	1,036	Installed	Arkon Pool
Grete Sibum	2008	1,036	Installed	Arkon Pool
Stefan Sibum	2008	1,036	Installed	Arkon Pool
FS Ipanema	2009	1,794	Installed	Pausco
Songa Bonn	2009	1,970	Installed	Blue Net Pool
Songa Nuernberg	2010	1,970	In progress	Blue Net Pool
Songa Iridium	2008	2,015	Postponed	Blue Net Pool
City of Beijing	2009	2,564	Installed	Blue Net Pool
City of Hong Kong	2009	2,564	Installed	Blue Net Pool
City of Shanghai	2009	2,564	In progress	Blue Net Pool
Songa Antofagasta	2008	2,851	Cancelled	Blue Net Pool
Stralsund	2014	3,421	Installed	Blue Net Pool
Songa Haydn	2010	3,534	In progress	Blue Net Pool
Songa Calabria	2010	4,256	In progress	Nordic
Songa Toscana	2013	4,957	To be installed [3]	Blue Net Pool



Available/spot Pool/index TC Option Scrubber retrofit

[2] Adjusted for days without revenue, including commercial, uninsured technical and dry dock related off-hire days. Excluding scrubber premium
[3] The Company is currently evaluating the possibility of postponing the scheduled retrofitting of Songa Toscana to Q1 2021

3. BACKGROUND FOR PORPOSAL

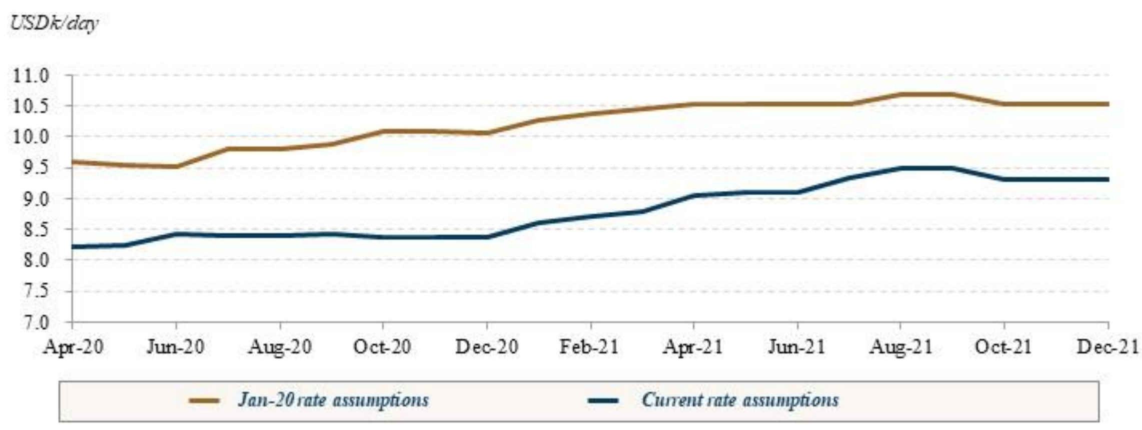
Since the Bond Issue in December 2018, Songa Container AS (the "Issuer", together with its subsidiaries the "Company") has executed on its strategy to retrofit its fleet of container vessels with exhaust gas cleaning systems ("**Scrubbers**"). The Company has, as one of very few feeder tonnage providers to the liner companies, worked closely with world leading liner operators and succeeded in establishing a fuel profit sharing scrubber contract standard to be implemented on a number of their time charter agreements. The fuel profit sharing contract clauses implemented ensure that the Company is able to capture from 70-85% of the cost savings generated by the spread between traditional high-sulphur fuel oil ("**HSFO**") and compliant fuel with not more than 0.5% sulphur content ("**Compliant Fuel**"). As a measure to diversify the Company's charter contract portfolio, certain vessels has also been fixed on contracts with a fixed scrubber premiums (unaffected by actual realized fuel spreads and quantities consumed during contract durations).

The recent macro-economic development, caused by the global COVID-19 pandemic and collapsing oil prices, has however had a negative effect on the outlook for the Company's business and the market in which it operates. It is now evident to the Company that it will face challenging times ahead, as a direct result of (i) deteriorating charter rates and fleet utilization, (ii) record low fuel spreads and (iii) increased complexity in the retrofit program.

The development in container vessel charter rates has historically been highly correlated to the development in global GDP growth. From the Company's perspective, it now appears that the Company must prepare for a prolonged global recession in the wake of the COVID-19 pandemic. The Company expects the effects on the world economy, consumer activity and global supply chains to have a negative impact on the feeder container vessel market.

So far during 2020 (as of May 2020), the charter rate indexes most relevant for the Company's fleet have experienced a drop of ~20 % compared to pre-Covid. The Company was experiencing increasing charter rates going into 2020, but has as a result of the ongoing turmoil experienced that its adjusted TCE rates per day dropped 17 % in Q1 2020. The Company expects this negative development to prevail, and as a result the Company has made negative revisions to the expected near to medium term charter rates applied in its budgets, as presented in the chart below.

Chart 1: Revision of average charter rates assumed in the Company's business plan[4]



[4] Rates forecast from Jan-21 and onwards are the same in both business plans for Anne Sibum, Grete Sibum, Stefan Sibum and FS Ipanema. Rates forecast from Jan-21 in business plan as of Jan-20 for Straslund, Haydn and Calabria have been extrapolated based on daily rate growth in current business plan

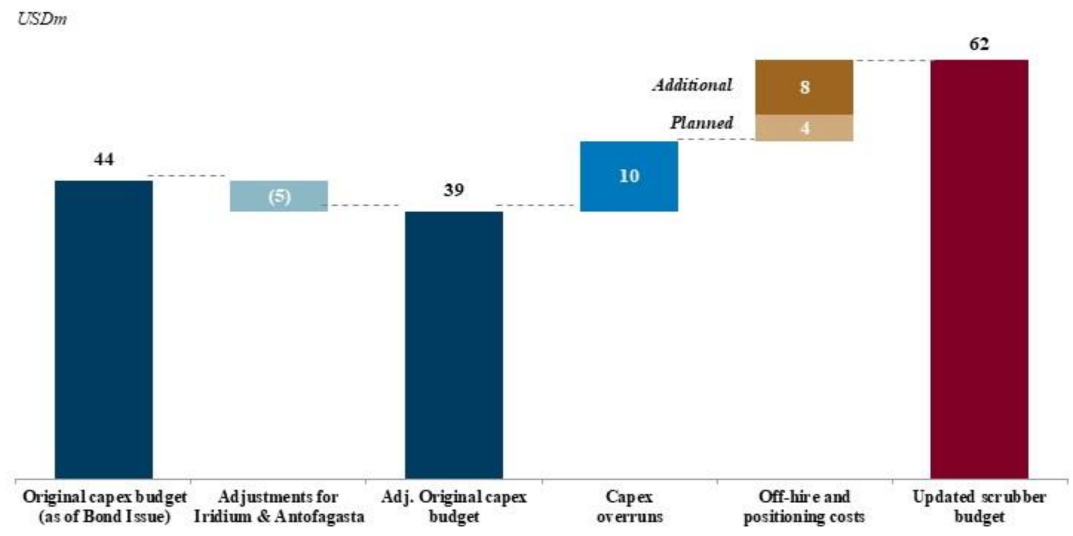
The return on the Company’s investment into Scrubbers is mainly dictated by the price spread between HSFO and Compliant Fuel. At the time of the Bond Issue in 2018, the spot price and forward curve at the time indicated a fuel spread in the range of USD 250-300 dollars /tonne throughout 2020-2021. As of the start of May 2020, the spread in spot prices between HSFO and Compliant Fuel was observed around USD 55 / tonne, and at some locations even lower. It is challenging for the Company to predict how the fuel spread will develop going forward, but based on an expectation that the unbalance in the crude market will prevail for an extended period of time, the Company is now working under the assumption in its business plans that the fuel spread will remain at depressed levels well into 2022. This development will in turn have a negative effect on the expected cash generation of the group and third party valuations of the scrubber fitted vessels throughout such period.

By end of June 2020 the Company expects to have completed installations of Scrubbers on 11 of its container vessels. During late 2019 and early 2020, the global shipyard market capacity to service the demand for scrubber installations was highly constrained, resulting in a previously communicated increase in CAPEX and off hire days required to complete the retrofit program. To remedy this adverse development, the shareholders of the Issuer have already injected USD 9,000,000 in additional cash equity into the Company since September 2019.

The execution of the retrofit program has since been further complicated by the effects of the COVID-19 pandemic, as prolonged shut-downs and major supply line disruptions has plagued the Asian shipyard market in the wake of the outbreak. As a result of the combination of these effects, both the direct CAPEX of the retrofit program and the off hire time related to positioning and yard work has increased.

In light of the situation the Company now faces, the Company has made a decision to postpone the Scrubber installation on its vessel MV Songa Iridium for an indefinite period of time (in addition to Songa Antofagasta as previously communicated). Whether or not the company will complete this installation in the future, or seek to divest the CAPEX equipment already purchased and paid for, will remain subject to development in the charter and fuel markets. Adjusted for this and other measures taken to reduce cost, the Company (as of early May 2020) estimates that the total direct CAPEX and the negative revenue impact of off hire and positioning cost required to complete the retrofit program will increase with USD ~10 million and USD ~8 million, respectively, compared to the Company’s budget as of the time of the Bond Issue.

Chart 2: Scrubber retrofit programme – budgeted vs. actual costs[5]



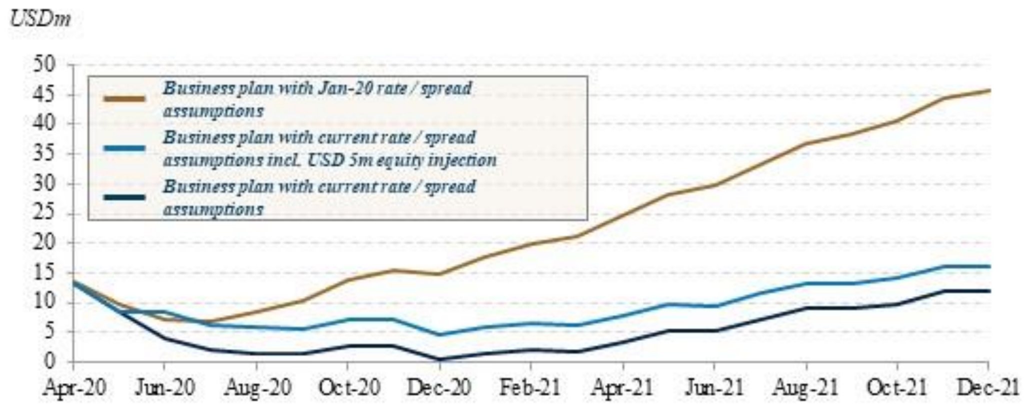
[5] Offhire and positioning costs estimated based on daily rate of USD 9,000

The Company is now nearing the end of its comprehensive Scrubber retrofit program and has gained substantial experience from the vessels retrofitted to date. At this point, the Company now see limited risk of further cost overruns due to the few number of vessels remaining to be retrofitted and the fact that current budgets are updated to reflect the vast experience gained to date.

The combination of the three factors outlined above will result in a challenging financial situation for the Company going forward. As of 30 April 2020, the Company held a cash position of USD 13.0m, but based on its revised business plan, the Company is expecting to be in breach of the minimum liquidity covenant (USD 6.5 million threshold) during June 2020. However, following an agreement as per the Proposal outlined below, the Company is of the opinion that the Company is ensured sufficient liquidity to complete the scrubber retrofit program and to weather a prolonged period of weak charter rates and fuel spreads.

Important information relating to the projection of the Company's cash position: The presented projection of the Company's cash position going forward is a Company estimate prepared and presented according to the Company's best judgement and is based on assumptions considered reasonable by the Company as of the date of this presentation. The presented projections are based on a number of assumptions that may in the future prove to be inaccurate or incorrect, and hence there can be no assurance that actual performance will meet the presented expectations.

Chart 3: Cash position development – January 2020 assumption vs. current assumptions[6]



As of 31 December 2019, the company was in compliance with the vessel LTV ratio covenant (75% threshold). Given the deteriorating outlook in the Company's underlying markets, the Company sees a significant risk that it may breach the vessel LTV ratio covenant during the coming period of time. As the activity in both the sale and purchase market for the Company's vessels and the demolition market has currently come to a complete halt, there is a high degree of risk related to current and future fair values of the Company's vessels.

[6] Cash position based on charter rates as illustrated in Chart 1. Spread assumption of USD 220/tonne in January business plan vs. USD 55/tonne in current business plan. Business plans assuming USD ~1m loss of higher insurance claim to be accepted.

As a result of the unprecedented events we are now experiencing, the strong cash flows expected at the time of the Bond Issue from charter rate recovery and the Company's investment into Scrubbers will be delayed. In this perspective the year 2020 appears to be lost and 2021 remains a question mark as the market will require time to recover, but the Company remains positive it can harvest cash flow from its investments during 2021/2022. While the Company is facing challenging times ahead, the shareholders of the Company retains an optimistic view of the future. The road back towards a normalized market is bound to take time, but the shareholders of the Company strongly believes that global trade volumes will return and that the oil market will regain balance. Container shipping is an industry of a cyclical nature, and with next to zero newbuilding activity and expected increased scrapping of older vessels (once the demolition market reopens), there is a rationale for a market recovery when looking into 2022.

Based on this view, the shareholders of the Company are prepared to continue their support of the Company, assuming a balanced and mutually beneficial solution can be found with the Bondholders.

The Company therefore proposes a solution where (i) the shareholders of the Company contribute an additional USD 5,000,000 in new cash equity (or fully subordinated shareholder loans) and (ii) the Bondholders grant the Company an option to settle up to two (2) quarterly interest payments by issuance and delivery of additional Bonds ("PIK"), provided that the shareholders of the Company contribute USD 2,000,000 in additional equity (or fully subordinated shareholder loans) for each interest payment this option is utilized. It is the Company's view that these robust measures will ensure a prudent liquidity buffer to complete the Scrubber retrofit program and weather a prolonged period of weak charter rates and fuel spreads. The shareholders of the Company are also willing to suspend all dividend capacity and relinquish its right to make further material investments (expect for investments related to maintenance and repair on its existing fleet and the ongoing scrubber program, etc) currently allowed under the Bond Agreement, to clearly signify that all future cash flow generated by the Company shall go towards a reduction of the net credit exposure of the Bondholders.

In order for the shareholders of the Company to justify continued equity support of the Company in the current situation, it is necessary to ensure the financial stability of the Company in the coming period of time. The Company therefore kindly ask the Bondholders to accept an amendment to the Bond Terms, pursuant to which (i) the final maturity date of the Bonds are extended for a period of 18 months and (ii) the LTV ratio covenant is waived for a period to, but excluding, 31 December 2021 and (iii) the minimum liquidity covenant is reduced to USD 1,000,000 for a period to, but excluding, 31 December 2021. The Company also propose an inverted call structure during the extension period to motivate an early redemption of the Bonds. The terms and conditions for the requested amendments to the Bond Terms are set out and described in further detail below in section 4 (the Proposal).

It is the Company's firm view that this represents a fair and balanced Proposal, which protects the interests of all the Company's stakeholders and allow the Company sufficient time to seek a solution that enables a full repayment of the Bondholders as soon as the underlying markets will allow.

4. PROPOSAL

Based on the above and the further terms and conditions set out herein, the Issuer proposes that the Bond Terms are amended as follows (the "**Proposal**") from and including the Effective Date (as defined below):

(a) *New Cash Equity*: USD 5,000,000 shall be injected into the Issuer by way of new cash equity or as a Shareholder Loan (as a condition precedent for the Proposal becoming effective).

(b) *Interest payments in kind (PIK interest)*: The Issuer may on two occasions during the term of the Bonds, and subject to giving notice to the Bond Trustee no later than 10 Business Days prior to the relevant Interest Payment Date, settle the interest payment as payment-in-kind interest ("**PIK interest**") by issuance and delivery of additional Bonds in a principal amount corresponding to the interest payable on such Interest Payments Date, *provided*, that additional USD 2,000,000 is injected into the Issuer by way of new cash equity or as a Shareholder Loan prior to the relevant Interest Payment Date.

(c) *Extension of the Maturity Date*: The Maturity Date for the Bonds is extended from 14 December 2021 to 14 June 2023 (the "**New Maturity Date**").

(d) *Repayment price on the New Maturity (premium)*: The Issuer will repay the Outstanding Bonds in full on the New Maturity Date at a price equal to 102.50% of the Nominal Amount.

(e) *Call option*: The Issuer may (as a replacement of the current Call Option in the Bond Terms) redeem the Bonds (in whole or in part) together with accrued and unpaid interest thereon on any Business Day:

  (i) from and including the Effective Date to (but not including) the Interest Payment Date in December 2021 at a price equal to 100% of the Nominal Amount for each redeemed Bond;

  (ii) from and including the Interest Payment Date in December 2021 to (but not including) the Interest Payment Date in December 2022 at a price equal to 101.5% of the Nominal Amount for each redeemed Bond; and

  (iii) from and including the Interest Payment Date in December 2022 to (but not including) the New Maturity Date at a price equal to 102.50% of the Nominal Amount for each redeemed Bond.

(f) *Liquidity covenant (reduction)*: The requirement for Minimum Liquidity is in the period to, but excluding, 31 December 2021 reduced to USD 1,000,000 (from an amount of no less than the sum of the USD equivalent of 5.0 per cent. calculated on the Outstanding Bond Amount less any part of the Outstanding Bond Amount owned and controlled by the Issuer). From and including 31 December 2021 the requirement for Minimum Liquidity is restored to its original level.

A breach of the Minimum Liquidity will not constitute an Event of Default if (i) at the time of making any payment resulting in a breach of the Liquidity covenant it is reasonably evident that future cashflow of the Group (or any other source of Liquidity) will satisfy the Minimum Liquidity covenant within 10 Business Days, and (ii) the Group is again in compliance with the Minimum Liquidity covenant within 10 Business Days.

(g) *LTV Covenant waiver:* The requirement for the Vessel LTV Ratio to not exceed 75.0% is suspended (waived) in a period to, but excluding, 31 December 2021.

(h) *Distribution restrictions:* The Issuer shall not declare or make any Distribution during the term of the Bonds (i.e. not make any (i) payment of dividend on shares, (ii) repurchase of own shares, (iii) redemption of share capital (repayment of Shareholder Loans) or other restricted equity with repayment to shareholders, or (iv) other similar distribution or transfers of value to the direct and indirect shareholders of any Group Company or the Affiliates of such direct and indirect shareholders), other than a Distribution by a Group Company, if such Distribution is made by (i) one Group Company to another Group Company or (ii) in respect of any non-wholly owned Group Company to any of the Minority Shareholders on a pro rata basis.

(i) *Restrictions on investments/acquisitions*: Additional restrictions included on investments and acquisition of new vessels (other than the original designated vessels) as per amendments to the Bond Terms set out in Appendix 1.

The amendments to the Bond Terms proposed in (a) – (i) above shall be incorporated in the Bond Terms in the form set out in Appendix 1 through an amendment agreement (the "**Amendment Agreement**").

5. CONDITIONS

The amendments to the Bond Terms contemplated by the Proposal (when approved by the Bondholders by way of Written Resolution) shall become effective from the date of which the following conditions precedent have, in the Bond Trustee's sole discretion, been satisfied, delivered or waived (the "**Effective Date**"):

(a) the Bondholders have approved the Proposal by way of Written Resolution;

(b) evidence that USD 5,000,000 has been injected into the Issuer by way of new cash equity or as a Shareholder Loan;

(c) the Amendment Agreement has been duly executed by the Issuer and the Bond Trustee;

(d) any confirmations or documentation required from the security providers under the Bond Terms (as a consequence of the amended Maturity Date);

(e) certified copies of all necessary corporate resolutions of the Issuer to execute the Amendment Agreement has been received;

(f) a certified copy of a power of attorney (unless included in the corporate resolutions) from the Issuer to relevant individuals for their execution of the Amendment Agreement, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute such Finance Document on behalf of the Issuer has been received; and

(g) copies of the Issuer's articles of association and of a full extract from the relevant company register in respect of the Issuer evidencing that the Issuer is validly existing,

always provided that the Bond Terms will remain unchanged (as if the resolution by the Bondholders' had not been made) if the conditions precedent for the Effective Date set out above has not been satisfied (or waived by the Bond Trustee in its sole discretion) no later than 60 Business Days after the date the Proposal was approved by way of Written Resolution.

6. THE BOND TRUSTEE'S DISCLAIMER/NON-RELIANCE

The request for acceptance of the Proposal is presented 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 Proposal is acceptable and vote accordingly.

7. SUPPORT FROM THE BONDHOLDERS

The Issuer has informed the Bond Trustee that it has received pre-commitments from Bondholders representing more than 60% of the Bonds to vote in favour of the Proposal.

8. FURTHER INFORMATION

For further information about the Issuer, please visit the Issuer's website https://www.songacontainer.no.

The Issuer has engaged ABG Sundal Collier ASA as the Issuer's financial advisor (the "**Advisor**") with respect to the Proposal. Bondholders may contact ABG Sundal Collier ASA by e-mail for further information at SongaContainer@abgsc.no.

The Advisor is acting solely for and relying on information from, the Issuer in connection with the Proposal. No due diligence investigations have been carried out by the Advisor with respect to the Issuer, and the Advisor does not assume any liability in connection with the Proposal (including but not limited to the information contained herein).

9. THE ISSUER'S EVALUATION

In the Issuer's opinion, the Proposal represents the best alternative for the Bondholders given the current circumstances. It will allow the Issuer time and financial flexibility to weather the coming challenging period for the benefit of all stakeholders, including the Bondholders.

10. WRITTEN BONDHOLDERS' RESOLUTION:

Bondholders are hereby provided with a voting request for a Written Resolution pursuant to Clause 15.5 (*Written Resolutions*) of the Bond Terms. For the avoidance of doubt, no Bondholders' Meeting will be held with respect to the Proposal.

It is proposed that the Bondholders' resolve the following:

"*The Proposal (as defined in section 4 of this notice for a Written Resolution) and the proposed amendments to the Bond Terms as set out and defined in Appendix 1 to this notice for a Written Resolution is approved, subject to the conditions set out in section 5 of this notice for a Written Resolution.*

The Bond Trustee is authorized to take any action, negotiate, finalize, enter into and deliver the Amendment Agreement and any other agreements, notices, arrangements or other documentation as it deems necessary or desirable to effect the Proposal in its sole discretion."

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The Proposal will be passed if either: (a) Bondholders representing at least a 2/3 majority of the total number of Voting Bonds vote in favour of the Proposal prior to the expiry of the Voting Period (as defined below); or (b) (i) a quorum representing at least 50% of the total number of Voting Bonds submits a timely response to the notice of a Written Resolution and (ii) the votes cast in favour of the Proposal represent at least a 2/3 majority of the Voting Bonds that timely responded to the notice of the Written Resolution.

Voting Period: The Voting Period shall expire 10 Business Days after the date of this notice of a Written Resolution, being 10 June 2020. The Bond Trustee must have received all votes necessary in order for the Proposal to be passed with the requisite majority under the Bond Terms prior to the expiration of the Voting Period.

How to vote: A duly completed and signed Voting Form (attached hereto as Appendix 1), together with proof of ownership/holdings must be received by the Bond Trustee no later than at the end of the Voting Period and must be submitted by scanned e-mail to mail@nordictrustee.no.

The date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being achieved.

If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the close of business on the last day of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in paragraphs (e) to (g) of clause 15.1 (*Authority of Bondholders' Meeting*)

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Yours sincerely
Nordic Trustee AS

Ellen Søiland

Enclosed: Bondholder's form

Appendix 1

Amendments to the Bond Terms

By accepting the Proposal, the Bondholders accept and instruct the Bond Trustee to enter into an amendment agreement to the Bond Terms including the following amended terms:

(a) The defined term "Additional Vessel" is amended to read as follows:

*""**Additional Vessel**" means the Songa City Vessels following the exercise of the Purchase Option"*

(b) The defined term "Maturity Date" is amended to read as follows:

*""**Maturity Date**" means 14 June 2023, adjusted according to the Business Day Convention."*

(c) The defined term "Minimum Liquidity" is amended to read as follows:

*""**Minimum Liquidity**" means (i) in the period to, but excluding, 31 December 2021, Liquidity of no less than USD 1,000,000 and (ii) from, and including 31 December 2021, Liquidity of the Issuer and the Group in an amount of no less than the sum of the USD equivalent of 5.0 per cent. calculated on the Outstanding Bond Amount less any part of the Outstanding Bond Amount owned and controlled by the Issuer."*

(d) The defined term "Permitted Distribution" is amended to read as follows:

*""**Permitted Distribution**" means a Distribution by a Group Company, if such Distribution is made by (i) one Group Company to another Group Company or (ii) in respect of any non-wholly owned Group Company to any of the Minority Shareholders on a pro rata basis;"*

(e) A new Clause 9.3 (Optional settlement of interest by issuance of Additional Bonds) shall be included to read as follows:

"9.3 Optional settlement of interest by issuance of Additional Bonds

*(a) The Issuer may on two occasions during the term of the Bonds, and subject to giving notice to the Bond Trustee, the Paying Agent and the Bondholders no later than 10 Business Days prior to the relevant Interest Payment Date, settle the interest payment as payment-in-kind interest by issuance and delivery of additional Bonds ("**Additional Bonds**") on the relevant Interest Payment Date, provided that additional USD 2,000,000 is injected into the Issuer by way of new cash equity or as a Shareholder Loan prior to each such interest payment.*

(b) The number of Additional Bonds to be issued and delivered to the Bondholders shall be in a principal amount corresponding to the cash interest payable (rounded down to the nearest USD for each Bondholder) on the relevant Interest Payment Date in accordance with the procedures of the CSD.

(c) Following the increase in principal amount of Outstanding Bonds as a result of the issue of Additional Bonds pursuant to this Clause 9.3, the Additional Bonds will bear interest from and including the date of issue of such Additional Bonds."

(f) Clause 10.1 (Redemption of Bonds) is amended to read as follows:

"The Outstanding Bonds will mature in full on the Maturity Date and shall be redeemed by the Issuer on the Maturity Date at a price equal to 102.50 per cent. of the Nominal Amount,"

(g) Clause 10.2 (Voluntary early redemption - Call Option) paragraph (a) is amended to read as follows:

*(a) The Issuer may redeem all or part of the Outstanding Bonds (the "**Call Option**") on any Business Day from and including:*

(i) the Effective Date to, but not including, the Interest Payment Date in December 2021 at a price equal to 100 per cent. of the Nominal Amount for each redeemed Bond;

(ii) the Interest Payment Date in December 2021 to, but not including, the Interest Payment Date in December 2022 at a price equal to 101.50 per cent. of the Nominal Amount for each redeemed Bond; and

(iii) the Interest Payment Date in December 2022 to, but not including, the Maturity Date at a price equal to 102.50 per cent. of the Nominal Amount for each redeemed Bond,

in addition, the Issuer shall pay accrued and unpaid interest on the redeemed Bonds."

(h) Clause 13.10 (*Investments*) is amended to read as follows:

"13.10 Investments

(a) The Issuer shall not, and shall ensure that no other Group Company will, acquire any company, shares, securities, business or undertaking (or any interest in any of them) or make any other investments or capital expenditures, other than such investments (i) solely related to the ownership, operations, maintenance and improvement of the Initial Vessels and the Songa City Vessels, (ii) the CAPEX Program and (iii) acquisition of shares in Group Companies with minority shareholder interests.

(b) Notwithstanding any other provision in these Bond Terms, the Issuer shall not and shall ensure that no other Group Company will, make any acquisitions of any vessels other than exercising the Purchase Option for the Additional Vessels.

(i) In Clause 13.13. subsection (c), the wording *"(Unless applied as a Permitted Distribution)"* shall be deleted.

(j) Clause 13.20 (Financial Covenants) subsection (a) is amended to read as follows:

"the Vessel LTV Ratio does not from and including 31 December 2021 exceed 75.0 per cent.;"

(k) Clause 13.20 (Financial Covenants) subsection (b) is amended to read as follows:

"that the Group maintains the Minimum Liquidity, provided however that a breach of the Minimum Liquidity will not constitute an Event of Default if (i) at the time of making any payment resulting in a breach of the Minimum Liquidity covenant it is reasonably evident that future cashflow of the Group (or any other source of Liquidity) will satisfy the Minimum Liquidity covenant within 10 Business Days, and (ii) the Group is again in compliance with the Minimum Liquidity covenant within 10 Business Days."

Appendix 2

Form of Voting Form

VOTING FORM

ISIN: NO 001 0837248 - Songa Container AS Senior Secured Callable Bond Issue 2018/2021

The undersigned holder or authorised person/entity, votes in the following manner:

The Proposal as defined in the notice for Written Resolution dated 25 May 2020:

☐ **In favour** of the Proposal

☐ **In disfavour** of the Proposal

<table>
<tr><td>ISIN NO 001 0837248</td><td>Amount of bonds owned*)</td></tr>
<tr><td>Custodian name*)</td><td>Account number at Custodian*)</td></tr>
<tr><td rowspan="2">Company*)</td><td>Day time telephone number*)</td></tr>
<tr><td>Email*)</td></tr>
</table>

*) All to be filled in by the respective Bondholder

Enclosed to this voting form is the complete printout from our custodian/VPS,[7] verifying our bondholding in the bond issue as of the signature date of this voting form, which also is our bondholding as of ______ 2020.

We acknowledge that Nordic Trustee AS in relation to the Written Resolution for verification purposes may obtain information regarding our holding of bonds on the above stated account in the securities register VPS.

WE FURTHERMORE INSTRUCT NORDIC TRUSTEE AS (AS BOND TRUSTEE FOR THIS BOND ISSUE) TO WITHOUT DELAY GIVE WRITTEN INFORMATION TO ABG SUNDAL COLLIER ASA THAT (I) THEY HAVE RECEIVED THIS VOTING FORM FROM US (INCLUDING OUR NAME AND HOLDING OF BONDS), AND (II) THAT THE VOTE IS APPROVED (OR IF ANYTHING IS MISSING).

....

Place, date Signature

Return to:

Nordic Trustee AS
P.O.Box 1470 Vika
N-0116 Oslo

Telefax: +47 22 87 94 10
Tel: +47 22 87 94 00
mailto: mail@nordictrustee.no

[7] If the bonds are held in custody other than in the VPS, an evidence provided from the custodian – confirming that (i) you are the owner of the bonds, (ii) in which account number the bonds are hold, and (iii) the amount of bonds owned.