THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF NOTEHOLDERS. If Noteholders (as defined below) are in doubt about any aspect of the Proposal (as defined below) and/or the action they should take, they should seek their own financial advice immediately from their stockbroker, bank manager, solicitor, accountant or other independent financial adviser.

This Notice is for the attention of the holders of the S\$50,000,000 5.75 Per Cent. Fixed Rate Notes Due 2016 comprised in Series 001 (ISIN: SG58C9997636) issued by Marco Polo Marine Ltd. ("MPM"). Shareholders of MPM who are not otherwise Noteholders will not be eligible to attend or vote at the Meeting (as defined below) either in person or by proxy.



MARCO POLO MARINE LTD.

(Incorporated in the Republic of Singapore,

NOTICE OF MEETING

of the holders of the

\$\$50,000,000 5.75 Per Cent. Fixed Rate Notes Due 2016 comprised in Series 001 (ISIN: SG58C9997636) (the "Notes")

issued pursuant to the \$\$300,000,000 Multicurrency Medium Term Note Programme of

Marco Polo Marine Ltd. ("MPM")

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Schedule 4 to the Trust Deed dated 14 June 2013 (the "Trust Deed") entered into between (1) MPM, as issuer, and (2) DBS Trustee Limited (the "Trustee"), as trustee for the holders (the "Noteholders") of the Notes, a meeting (the "Meeting") of the Noteholders convened by MPM will be held for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as an Extraordinary Resolution of the Noteholders in accordance with the provisions of the Trust Deed. The Meeting will be held at 80 Raffles Place #09-00 UOB Plaza 1 Singapore 048624 (Conference Room 5) on 30 September 2015 at 10.30 a.m. (Singapore time).

Capitalised or other terms used but not defined in this Notice shall, unless the context otherwise requires, have the meanings set out in the consent solicitation statement dated 8 September 2015 (the "Consent Solicitation Statement") issued by MPM. All references to "Meeting" shall, unless the context otherwise requires, also mean any adjourned Meeting.

THE CONSENT SOLICITATION STATEMENT IS IMPORTANT AND REQUIRES NOTEHOLDERS' IMMEDIATE ATTENTION. If Noteholders are in doubt about any aspect of the Proposal and/or the action Noteholders should take, Noteholders should consult immediately their respective stockbroker, bank manager, solicitor, accountant or other independent financial adviser.

EXTRAORDINARY RESOLUTION

"That:

- approval be and is hereby given to amend, only in respect of the Notes, the Trust Deed as follows:
- by deleting the word "S\$175,000,000" appearing in Clause 7.2.1 of the Trust Deed and by substituting therefor the word
- by deleting the word "2.0:1" appearing in Clause 7.2.2 of the Trust Deed and by substituting therefor the word "2.5:1":
- by deleting Clause 7.2.4 of the Trust Deed in its entirety and by substituting therefor the following:
 - "7.2.4 the ratio of Consolidated EBITDA to Consolidated Interest Expense (the "Interest Coverage Ratio") in respect of any Test Period shall not be less than 2.5:1; provided that if the Interest Coverage Ratio is less than 2.5:1 but not lower than 1.5:1 for any Test Period, the Issuer shall, not later than the date of the compliance certificate delivered by the Issuer to the Trustee pursuant to Clause 15.9, pay to the Trustee (by way of deposit into the Trust Account) an amount equal to the amount of interest payable by the Issuer on the Series 001 Notes on the Interest Payment Date immediately following such deposit (such deposit to be evidenced and accompanied by the compliance certificate delivered by the Issuer to the Trustee pursuant to Clause 15.9). Amounts standing to the credit of the Trust Account cannot be withdrawn by the Issuer and are held by the Trustee on trust for the Noteholders. For the avoidance of doubt, in the event that the Interest Coverage Ratio is less than 1.5:1, the Issuer would be in breach of this Clause 7.2.4 and shall not be entitled to effect the payment and deposit described in this paragraph in order to remedy such breach."; and
- to include consequential provisions in the Trust Deed relating to the Trust Account, the circumstances under which moneys deposited into the Trust Account by the Issuer shall be applied by the Trustee and the rights and duties of, and the protections afforded to, the Trustee for all actions taken by it in respect of the Trust Account as set out in the Supplemental Trust Deed in the form of the draft produced at this Meeting and for the purposes of identification signed by the chairman of this Meeting with such amendments (if any) as the Trustee may approve and/or require, to provide for such consequential provisions;
- 2. approval be and is hereby given to amend the Conditions of the Notes as follows:
 - by deleting the word "S\$175,000,000" appearing in Condition 3(b)(i) of the Notes and by substituting therefor the word (a)
 - by deleting the word "2.0:1" appearing in Condition 3(b)(ii) of the Notes and by substituting therefor the word "2.5:1";
 - by deleting Condition 3(b)(iv) of the Notes in its entirety and by substituting therefor the following:
 - "(iv) the ratio of Consolidated EBITDA to Consolidated Interest Expense (the "Interest Coverage Ratio") in respect of any Test Period shall not be less than 2.5:1; provided that if the Interest Coverage Ratio is less than 2.5:1 but not lower than 1.5:1 for any Test Period, the Issuer shall, not later than the date of the compliance certificate delivered by the Issuer to the Trustee pursuant to Clause 15.9 of the Trust Deed, pay to the Trustee (by way of deposit into the Trust Account (as defined in the Trust Deed)) an amount equal to the amount of interest payable by the Issuer on the Notes on the Interest Payment Date immediately following such deposit (such deposit to be evidenced and accompanied by the compliance certificate delivered by the Issuer to the Trustee pursuant to Clause 15.9 of the Trust Deed). Amounts deposited into the Trust Account by the Issuer cannot be withdrawn by the Issuer and are held by the Trustee on trust for the Noteholders. For the avoidance of doubt, in the event that the Interest Coverage Ratio is less than 1.5:1, the Issuer would be in breach of this Condition 3(b)(iv) and shall not be entitled to effect the payment and deposit described in this paragraph in order to remedy such breach.": and
 - by amending the detinition of "Principal Company" set out in Condition 9 of the Notes by deleting "(A) PT Pelayaran Nasional Bina Buana Raya Tbk; and";
- approval be and is hereby given to the Trustee to make such consequential changes to the Conditions of the Notes and the Trust Deed (as the Trustee may, in its absolute discretion, deem necessary, desirable or expedient to give effect to this Extraordinary
- every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against MPM involved in or resulting from the modifications referred to in paragraphs 1 to 3 of this Extraordinary Resolution be
- the Trustee be authorised and requested to concur in the modifications referred to in paragraphs 1 to 4 of this Extraordinary Resolution and execute all documents, notices, forms, instruments, consents or agreements (including, without limitation, the Supplemental Trust Deed in the form of the draft produced to this Meeting and for the purposes of identification signed by the chairman of this Meeting with such amendments (if any) as the Trustee may approve and/or require) to give effect to this Extraordinary Resolution on such terms and conditions as the Trustee may in its absolute discretion decide and to concur in and do all acts and things as the Trustee may in its absolute discretion consider necessary, desirable or expedient to give effect to this Extraordinary Resolution.

Capitalised or other terms used but not defined in this Extraordinary Resolution shall, unless the context otherwise requires, have the meanings set out in the consent solicitation statement dated 8 September 2015 issued by MPM."

The Consent Solicitation Statement relating to the Extraordinary Resolution and the Proposal, a copy of which will be mailed to the Noteholders with an address in Singapore and will be made available for collection by the Noteholders as indicated below, explains the background to and reasons for, gives details of, and invites Noteholders to approve (at the Meeting), inter alia, certain amendments to the Trust Deed and the Notes (the "Amendments"), all as more fully described in the Consent Solicitation Statement (the "Proposal").

The Group is a reputable regional integrated marine logistic group of companies which principally engages in the shipping and shipyard business. The Group's business and operations can be regarded as being highly sensitive to global economic conditions and, in particular, that of the oil and gas sector as well as to a lesser extent being cyclical and seasonal in nature. Since the end of 2014, oil prices have been volatile amidst uncertain political developments and socio-economic conditions globally. The challenging market conditions has led to higher working capital requirements to enable the Group to carry out existing projects, carry on its operations and/or meet unexpected cash-flow needs which may arise during the course of business. The Amendments, among other things, will provide for sufficient operational and financial flexibility as well as debt headroom to meet such purpose(s) to better enable the Group to ride out the challenging market conditions in the oil and gas sector which may persist on a prolonged basis and to allow the Group further access to funding opportunities, if need be.

In September 2014, Nam Cheong Limited agreed to invest up to approximately US\$30.7 million for a shareholding stake of up to 30 per cent. on an enlarged basis in PT Pelayaran Nasional Bina Buana Raya Tbk ("BBR") which is listed on the Indonesia Stock Exchange and in which the Group had a 49.6 per cent. shareholding interest then. Pursuant to the completion of this exercise, BBR ceased to be a subsidiary of MPM, with BBR's financial results and position no longer being consolidated with the Group's. Therefore, the Amendments are to also reflect that BBR is currently neither a subsidiary of MPM nor a "Principal Company" as defined in Condition 9 of the Notes.

For more information on the background to the Proposal see the section entitled "The Proposal - Background to the Proposal" in the Consent Solicitation Statement.

All of the dates and times herein are subject to earlier deadlines or other timings that may be set by The Central Depository (Pte) Limited ("CDP") or any intermediary.

Noteholders are advised to check with the bank, securities broker, CDP or other intermediary through which they hold their Notes whether such intermediary applies different deadlines for any of the events specified herein, and then to adhere to such deadlines if such deadlines are prior to the deadlines set out herein.

Procedure for Inspection and Collection of Documents

Noteholders may, from 8 September 2015, between 9.00 a.m. to 6.00 p.m. (Singapore time) from Mondays to Fridays (excluding public holidays), up to 10.30 a.m. (Singapore time) on 28 September 2015, inspect copies of the following documents at the office of Tricor Singapore Pte. Ltd. (trading as Tricor Barbinder Share Registration Services), in its capacity as the Meeting Agent, at 80 Robinson Road, #11-02, Singapore 068898 (the "Meeting Agent Office"), and, from the time 15 minutes prior to and during the Meeting at 80 Raffles Place #09-00 UOB Plaza 1 Singapore 048624 (Conference Room 5):

- (a) the Trust Deed (including the Conditions of the Notes);
- (b) the Pricing Supplement dated 16 October 2013 relating to the Notes; and
- (c) a draft of the Supplemental Trust Deed.

Collection

Copies of the Consent Solicitation Statement will be mailed to the Noteholders with an address in Singapore. The form of the Voting Instruction Form as well as the Tax Residency Declaration Form (both as referred to below) are appended to the Consent Solicitation Statement. In addition, Noteholders may collect copies of the Consent Solicitation Statement, the Voting Certificate, the Voting Instruction Form and the Tax Residency Declaration Form from the Meeting Agent Office from 8 September 2015, between 9.00 a.m. to 6.00 p.m. (Singapore time) from Mondays to Fridays (excluding public holidays), up to 10.30 a.m. (Singapore time) on

General

In accordance with normal practice, none of the Joint Solicitation Agents, the Trustee or the Meeting Agent expresses any opinion on the merits of the Extraordinary Resolution or the Proposal. None of the Joint Solicitation Agents, the Trustee or the Meeting Agent has been involved in the formulation or negotiation of the Proposal. Noteholders should also note that MPM, the Joint Solicitation Agents, the Trustee and/or the Meeting Agent cannot and do not offer any advice on investment risks, if any, faced by Noteholders. Noteholders who are unsure of the consequences of the Extraordinary Resolution should seek their own independent

financial, tax and legal advice. The attention of Noteholders is particularly drawn to the quorum required for the Meeting and for an adjourned Meeting which is set

out in the sections hereof entitled "Voting Procedures" and "Quorum and Adjournment" respectively. The Consent Solicitation Statement does not constitute or form part of, and should not be construed as, an offer for sale or subscription of, or a solicitation of any offer to buy or subscribe for, any securities of MPM or any other entity. The distribution of the Consent Solicitation Statement may nonetheless be restricted by law in certain jurisdictions. Persons into whose possession the Consent Solicitation Statements comes are required by MPM, the Joint Solicitation Agents, the Trustee and the Meeting Agent to inform themselves about, and to observe, any such restrictions. The Consent Solicitation Statement does not constitute a solicitation in any circumstances in which such solicitation is unlawful. None of MPM, the Joint Solicitation Agents, the Trustee or the Meeting Agent will incur liability for its own failure or the failure of any other person or persons to comply with the provisions of any such restrictions.

In order to avoid any violation of laws applicable in countries other than Singapore, the Consent Solicitation Statement has not been and will not be mailed to Noteholders who do not presently have an address in Singapore ("Foreign Noteholders"). Foreign Noteholders who wish to obtain a copy of the Consent Solicitation Statement should provide in writing such an address in Singapore to the Meeting Agent not later than five days before the Early Consent Fee Deadline

Voting Procedures

The relevant provisions governing the convening and holding of the Meeting are set out in Schedule 4 to the Trust Deed, copies of which are available for inspection as referred to above. To be eligible to attend or vote at the Meeting either in person or by proxy, Noteholders should complete and sign a Voting Instruction Form to instruct the Meeting Agent to either issue a Voting Certificate or comply with a Voting Instruction. Such Voting Instruction Form must be submitted to the Meeting Agent at the Meeting Agent Office by the Expiration Time. In the case of Noteholders who are individuals, copies of such Noteholder's passport or identity card will have to be submitted to the Meeting Agent together with the Voting Instruction Form.

Noteholders who take the action described below and in the Consent Solicitation Statement prior to the Expiration Time need take no further action in relation to voting at the Meeting in respect of the Extraordinary Resolution.

- A Noteholder who has not submitted or delivered or arranged for the submission or delivery of Voting Instructions to the Meeting Agent and wishes to attend and vote at the Meeting in person must produce at the Meeting a valid Voting Certificate or valid Voting Certificates issued by the Meeting Agent for the Notes.
- A Noteholder not wishing to attend and vote at the Meeting in person may deliver a Voting Certificate or Voting Certificates to the person to whom he wishes to attend on his behalf or give a Voting Instruction (on a Voting Instruction Form) instructing the Meeting Agent to appoint any officer, employee or agent so designated by the Meeting Agent as a proxy to attend and vote at the Meeting in accordance with his instructions.
- Each Noteholder is to note that upon the delivery of the Voting Instruction Form to the Meeting Agent, the Meeting Agent will proceed to request CDP to earmark the direct securities account or securities sub-account in which his Notes are credited and Notes so earmarked will not be released until the earliest of:
 - (1) in respect of a Voting Certificate or Voting Certificates, the surrender to the Meeting Agent of such Voting Certificate(s) by the Expiration Time and notification by the Meeting Agent to CDP of such surrender or the compliance in such other manner with the rules of CDP or (2) in respect of Voting Instructions by way of a Voting Instruction Form, the notification in writing of any revocation of a Noteholder's previous instructions to the Meeting Agent by the Expiration Time and the same then being notified in writing by the Meeting Agent to MPM at its specified office at least 24 hours before the time appointed for holding the Meeting and such Notes ceasing in accordance with the procedures of CDP and with the agreement of the Meeting Agent to be held to its order;
 - (in the case of Noteholders who are eligible to receive the Early Consent Fee or (as the case may be) the Normal Consent Fee) the time of the payment of the Early Consent Fee or (as the case may be) the Normal Consent Fee to
 - (in all other cases, including in the case where the Notes are held by Noteholders who have voted against the Extraordinary Resolution and such votes have not been validly revoked) the conclusion of the Meeting (or, if applicable, any adjournment of the Meeting); and
 - (iv) the termination of the Consent Solicitation,

(the "Earmarking Period").

During the Earmarking Period, the Notes which are the subject of the Voting Instruction Form may not be traded or transferred. Notwithstanding anything contained herein, Noteholders should note that the relevant Notes will be earmarked by CDP in accordance with its procedures and subject to its timings. Similarly, Notes so earmarked will also be released by CDP in accordance with its procedures and subject to its timings.

Voting Instructions may be revoked or amended by Noteholders prior to the Early Consent Fee Deadline (in the case of Voting Instructions submitted prior to the Early Consent Fee Deadline) or the Expiration Time (in the case of Voting Instructions submitted after the Early Consent Fee Deadline but before the Expiration Time) by giving notice in writing of such revocation or amendment to the Meeting Agent prior to the Early Consent Fee Deadline or, as the case may be, the Expiration Time.

Those Noteholders who deliver, or arrange to have delivered on their behalf, valid Voting Instructions on or prior to the Early Consent Fee Deadline to the Meeting Agent to have their votes cast in favour of the Extraordinary Resolution at the Meeting will not be able to revoke or amend such Voting Instructions at any time after the Early Consent Fee Deadline. Those Noteholders who deliver, or arrange to have delivered on their behalf, valid Voting Instructions after the Early Consent Fee Deadline but on or prior to the Expiration Time will not be able to revoke or amend such Voting Instructions at any time after the Expiration Time.

Early Consent Fee and Normal Consent Fee

Subject to the fulfilment of the Settlement Conditions, Noteholders who deliver, or arrange to have delivered on their behalf, valid Voting Instructions on or prior to 5.00 p.m. (Singapore time) on 21 September 2015, or such other later time and date as MPM may determine (the "Early Consent Fee Deadline") to the Meeting Agent to have their votes cast in favour of the Extraordinary Resolution at the Meeting (such Voting Instructions being irrevocable at any time after the Early Consent Fee Deadline) will be eligible to receive a one-time fee of 0.40 per cent. of the principal amount of the Notes in respect of which such votes were cast (being S\$1,000 per S\$250,000 in principal amount of the Notes) less any bank charges, which shall be borne by such Noteholders (the "Early Consent Fee") in respect of the Notes which are the subject to such Voting Instructions.

Subject to the fulfilment of the Settlement Conditions, Noteholders who vote in favour of the Extraordinary Resolution at the Meeting or deliver, or arrange to have delivered on their behalf, valid Voting Instructions after the Early Consent Fee Deadline but on or prior to 10.30 a.m. (Singapore time) on 28 September 2015, or such later time and date as MPM may determine (the "Expiration Time") to the Meeting Agent to have their votes cast in favour of the Extraordinary Resolution at the Meeting (and such Voting Instructions are not revoked) will not be eligible for the Early Consent Fee and will instead receive a one-time fee of 0.20 per cent. of the principal amount of the Notes in respect of which such votes were cast (being \$\$500 per \$\$250,000 in principal amount of the Notes) less any bank charges, which shall be borne by such Noteholders (the "Normal Consent Fee") in respect of the Notes which are the subject of such Voting Instructions. For the avoidance of doubt, Noteholders who are eligible to receive the Early Consent Fee will not additionally receive the Normal Consent Fee.

The payment of the Early Consent Fee or (as the case may be) the Normal Consent Fee is conditional upon:

- (a) the Noteholders duly passing the Extraordinary Resolution approving the Proposal; and
- the relevant Noteholders duly completing and returning to the Meeting Agent the Voting Instruction Form on or prior to (in the case of the Early Consent Fee) the Early Consent Fee Deadline or (in the case of the Normal Consent Fee) the Expiration Time and providing complete details of a valid account with a bank in Singapore to which the Early Consent Fee or (as the case may be) the Normal Consent Fee should be credited as required in the Voting Instruction Form

(collectively, the "Settlement Conditions").

Provided that the Settlement Conditions are fulfilled, the Early Consent Fee or (as the case may be) the Normal Consent Fee will be credited to the account of the Noteholder eligible to receive such fee on or around 30 September 2015, and in any event, by not later than five business days after the passing of the Extraordinary Resolution at the Meeting. MPM may elect to waive any Settlement Condition at its sole and absolute discretion. In any event, none of MPM, the Trustee, the Joint Solicitation Agents or the Meeting Agent shall be liable for any delay in payment of the Early Consent Fee or (as the case may be) the Normal Consent Fee arising from the bank account details in a Voting Instruction Form not having been duly completed.

Quorum and Adjournment

The Noteholder Meeting Provisions require the Proposal to be subject to the quorum provisions in paragraph 18 of Schedule 4 to the Trust Deed. The quorum required at the Meeting for the passing of the Extraordinary Resolution shall be two or more persons present holding Voting Certificates or being proxies and holding or representing in the aggregate not less than a clear majority of the principal amount of the Notes for the time being outstanding and at an adjourned meeting any proportion of the Notes for the time being outstanding. No business (except choosing a chairman) shall be transacted unless the requisite guorum is present at the commencement of business.

If within 15 minutes after the time appointed for the Meeting a quorum is not present, the Meeting shall stand adjourned for such period, being not less than 14 days nor more than 42 days, and to such time and place as may be appointed by the chairman of the Meeting. At least 10 days' notice of such adjourned Meeting must be given in the same manner as for the original Meeting and such notice shall state the quorum required at such adjourned Meeting.

Voting Cartificates obtained and Voting Instructions given in respect of the the Consent Solicitation) shall remain valid for such adjourned Meeting.

Every question submitted to the Meeting shall be decided by a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the chairman of the Meeting, MPM, the Trustee or one or more persons present holding one or more Voting Certificates or being proxies and holding, or representing, in aggregate not less than two per cent. of the principal amount of the Notes then outstanding. A declaration by the chairman of the Meeting that a resolution has or has not been passed shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour of or against it. If at the Meeting a poll is so demanded it shall be taken in such manner and (subject as provided in Schedule 4 to the Trust Deed)

either at once or after an adjournment as the chairman of the Meeting directs. The result of such poll shall be deemed to be the resolution of the Meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the Meeting for the transaction of any business other than the motion on which the poll has been demanded. A poll demanded on the election of a chairman of the Meeting or on a question of adjournment shall be taken at once.

On a show of hands every person who is present in person and produces a Voting Certificate or is a proxy shall have one vote. On a poll every person who is so present shall have one vote in respect of each S\$250,000 in principal amount of the Notes so represented by the Voting Certificate so produced or in respect of which that person is a proxy. Without prejudice to the obligations of the proxies, a person entitled to more than one vote need not use them all or cast them all in the same way.

In case of equality of votes the chairman of the Meeting shall both on a show of hands and on a poll have a casting vote in addition

Extraordinary Resolution

The Extraordinary Resolution proposed at the Meeting would need to be passed by a majority consisting of not less than 75 per cent. of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than 75 per cent. of the votes cast on such poll. The Extraordinary Resolution of the Noteholders shall be binding upon all the Noteholders whether present or not present at such Meeting and upon all Couponholders (as defined in the Trust Deed) and each of them shall be bound to give effect to it accordingly.

Notice of the result of the voting on the Extraordinary Resolution shall be published in accordance with Condition 15 of the Notes by MPM within 14 days of such result being known, provided that the non-publication of such notice shall not invalidate such result.

Please refer to the section "The Proposal – Tax Disclosure Note" in the Consent Solicitation Statement.

Tax Residency Declaration Form

For the purpose of enabling MPM to determine the amount of withholding tax (if any) payable to the IRAS in respect of amounts payable under the Consent Solicitation, the holders and/or the beneficial owners of Notes are requested to complete the Tax Residency Declaration Form (which may be found in the section entitled "Tax Residency Declaration Form" in the Consent Solicitation Statement) and return the duly completed Tax Residency Declaration Form together with the Voting Instruction Form to the Meeting Agent on or prior to the Expiration Time.

Governing Law

This notice is governed by, and shall be construed in accordance with, Singapore law.

The Joint Solicitation Agents for the Consent Solicitation are:

DBS Bank Ltd. 12 Marina Boulevard, Level 42

Marina Bay Financial Centre Tower 3 Singapore 018982 Telephone: (65) 6222 4261

United Overseas Bank Limited 80 Raffles Place #03-01, UOB Plaza 1 Singapore 048624 Telephone: (65) 6539 2183/2200

The Meeting Agent for the Consent Solicitation is:

Tricor Singapore Pte. Ltd. (trading as Tricor Barbinder Share Registration Services) 80 Robinson Road #11-02 Singapore 068898

Telephone: (65) 6236 3550/3555

BY ORDER OF THE BOARD Marco Polo Marine Ltd.

Sean Lee Yun Feng **Executive Director** 8 September 2015