

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

To the bondholders in:

ISIN: NO 001 0711948

Noram Drilling Company AS 9.00 per cent. senior secured callable bond issue 2014/2019

Oslo, 23 April 2020

SUMMONS TO BONDHOLDERS' MEETING

Nordic Trustee AS (the "**Bond Trustee**") acts as trustee for the holders of bonds (the "**Bondholders**") in the above listed bond issue with ISIN NO 001 0711948 with total outstanding amount of USD 80,000,000 (the "**Bonds**") issued by Noram Drilling Company AS (formerly Global Rig Company AS) as issuer (the "**Issuer**").

All capitalized terms used herein shall have the meaning assigned to them in the bond agreement originally dated 3 June 2014 (as amended and restated on 30 November 2018, the "**Bond Agreement**") and made between the Bond Trustee and the Issuer, unless otherwise stated herein.

The information in this summons regarding the Issuer and market conditions are provided by the Issuer, and the Bond Trustee expressly disclaims all liability whatsoever related to such information.

1 BACKGROUND

Reference is made to the Bondholders' Meeting held on 19 December 2019 (and the subsequent amendment agreement dated 10 January 2020) pursuant to which the Bondholders, inter alia, amended the financial covenants set out in Clause 13.7 (a) (Equity Ratio) (the "*Equity Covenant*") and Clause 13.7 (b) (Liquidity) (the "*Liquidity Covenant*") of the Bond Agreement.

The Issuer is continuously monitoring the financial covenants in the Bond Agreement, which are still impacted by inter alia the prevailing market conditions, and the Group's current forecasts project continuing non-compliance with the Equity Covenant. To this end, the Issuer has concluded that it is likely that the Issuer will be in breach of the Equity Covenant for the remainder of the maturity through 3 June 2021.

Furthermore, pursuant to Clause 10.1 (Maturity and instalments) of the Bond Agreement, the Issuer is required to repay the Bonds in instalments due on the Interest Payment Dates in the amount of USD 5,000,000. According to the current market conditions, the Issuer will face challenges with the amortisation of the Bonds on the Interest Payment Date 3 June 2020.

While the Issuer faces a likely financial covenant breach and difficulties with the amortisation of the Bonds in June 2020, the Issuer has sufficient cash to pay, and intends to pay, the scheduled interest payment due on 3 June under the Bond Agreement.

2 THE PROPOSAL

In accordance with the terms of the Bond Agreement, the Issuer has approached the Bond Trustee and requested that a Bondholders' Meeting be held to consider and resolve the following (the "**Proposal**"):

- (i) With effect from 1 May 2020 to the Maturity Date:
 - a. the Equity Covenant shall be suspended; and
 - b. the principal instalment scheduled for June 2020 shall be waived.
- (ii) The Bond Trustee may take such steps on behalf of the Bondholders as may be necessary or desirable in connection with the proposed amendments and 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 this summons (including without limitation waive any time periods or deadlines).

Other than the amendments contemplated by the Proposal, the terms and conditions of the Bond Agreement, including the other financial covenants set out in Clause 13.7 of the Bond Agreement, will remain unchanged and continue to apply in their existing form.

3 AMENDMENT FEE

In consideration of approving the Proposal, the Issuer is proposing a one-amendment fee equal to 0.3125% of the Outstanding Bonds which amounts to USD 250,000 (the "**Amendment Fee**"). The Amendment Fee will be payable to all the Bondholders (with record date at the end of business on the date of the Bondholders' Meeting) within 10 Business Days after the Bondholders' Meeting, provided that the Bondholders' Meeting accepts the Proposal.

4 EVALUATION OF THE PROPOSAL

4.1 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 financial flexibility to pursue its strategy to the benefit of all stakeholders, including the Bondholders.

4.2 The Bond Trustee's disclaimer/non-reliance

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

The Bondholders must independently evaluate the Proposal and vote accordingly. It is recommended that the Bondholders seek counsel from their legal, financial and tax advisors regarding the effect of the Proposal.

4.3 Bondholders' support

The Issuer has informed the Bond Trustee that it has discussed the proposed Amendments with certain of the larger Bondholders, and that Bondholders holding in aggregate more than 2/3 of the Bonds have indicated that they will vote in favour of the Proposal.

5 SUMMON FOR BONDHOLDERS' MEETING

Bondholders are hereby summoned to a Bondholders' Meeting:

Time: 8 May 2020 at 13:00 hours (Oslo time)

Place: The premises of Nordic Trustee AS,
Kronprinsesse Marthas Plass 1, 0160 Oslo, 7th 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' Meetings resolves the following:

"The Bondholders' Meeting approves the Proposal as described in section 2 in the summons to this Bondholders' Meeting."

To approve the above resolution, Bondholders representing at least 2/3 of the Voting 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 half (1/2) of the voting Bonds must be represented at the Bondholders' Meeting. If the Proposal is not approved by the Bondholders, the Bond Agreement will be in full force and effect.

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 Nordic Trustee AS 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 Nordic Trustee AS to vote, must then be returned to Nordic Trustee AS in due time before the meeting is scheduled (by scanned e-mail, telefax or post – please see the first page of this letter for further details).

At the Bondholders' Meeting votes may be cast based on the bonds held at close of business on the day prior to the date of the Bondholders' Meeting. 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 AS, to notify Nordic Trustee AS 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 AS



For Olav Slagsvold

Enclosed: Appendix 1: Bondholder's Form