Shelf Drilling (North Sea), Ltd. – Notice of Special General Meeting of Shareholders

Dubai, September 18, 2024 – Reference is made to the stock exchange announcement as of September 16, 2024 regarding a plan of merger entered into between Shelf Drilling, Ltd. ("SHLF"), an indirect subsidiary of SHLF, and Shelf Drilling (North Sea), Ltd. ("Shelf Drilling North Sea" or the "Company") whereby the Company will become a wholly owned subsidiary of SHLF (the “Proposed Merger”).

The Company hereby announces that the Company will hold a Special General Meeting on October 10, 2024, to approve the Proposed Merger.

The Notice of the Special General Meeting and Form of Proxy will be distributed to shareholders by normal distribution methods and are attached to this announcement.

Proxy votes and attendance slips must be received by DNB Bank ASA, Registrars Dept., P.O. Box 1600 Sentrum, 0021 Oslo, Norway, not later than 12:00 pm CEST on October 8, 2024.

The Company will continue its listing on Euronext Growth following completion of the Proposed Merger.

About Shelf Drilling North Sea
Shelf Drilling North Sea is a shallow water offshore drilling contractor primarily operating in the North Sea. The Company's fit-for-purpose strategy and fleet of modern high-specification harsh environment jack-up rigs enable it to offer a broad range of services in the shallow water drilling markets. The Company is incorporated under the laws of Bermuda. Since October 12, 2022, Company shares are listed on the Euronext Growth Oslo Exchange under the ticker symbol SDNS.

This information is subject to the disclosure requirements pursuant to section 5 -12 of the Norwegian Securities Trading Act.

SHELF DRILLING (NORTH SEA), LTD.

NOTICE OF SPECIAL GENERAL MEETING OF SHAREHOLDERS – 10 October 2024

NOTICE IS HEREBY given that a Special General Meeting of Shareholders of Shelf Drilling (North Sea), Ltd. (the "**Company**") will be held on 10 October 2024 at 12:00 p.m. ADT (Atlantic Daylight Time) at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda for the following purposes, all of which are more completely set forth in the accompanying information statement:

A G E N D A

- Opening the meeting.
- Confirmation of notice and quorum.
- Election of a meeting chairman.

Proposal: to adopt and approve the agreement and plan of merger (the "**Merger Agreement**") by and among the Company, Shelf Drilling Bidco, Ltd. and Shelf Drilling, Ltd. dated 15 September 2024, and the related statutory merger agreement in accordance with Section 105 of the Companies Act 1981 (the "**Statutory Merger Agreement**", and together with the Merger Agreement, the "**Merger Agreements**") by and among the Company, Shelf Drilling Bidco, Ltd. and Shelf Drilling, Ltd., pursuant to which the Company shall merge with and into Shelf Drilling Bidco, Ltd., with the Company being the surviving company thereof (the "**Merger**"), together with the transactions contemplated thereby, including the Merger.

Please refer to Appendices A to D enclosed herein

By order of the Board of Directors
Kate Weir
Secretary

Dated: 18 September 2024

Notes:

1. *No shareholder shall be entitled to attend unless written notice of the intention to attend and vote in person or by proxy is received by DNB Bank ASA, Registrars Department, Oslo no later than **8 October 2024 12:00 p.m. CEST (Central European Summer Time).** The address of DNB is: DNB Bank ASA, Registrars Dept., P.O. Box 1600 Sentrum, 0021 Oslo, Norway. If delivery by hand, the address is: DNB Bank ASA, Registrars Dept., Dronning Eufemias gate 30, 0191 Oslo, Norway. Alternatively, send the proxy by e-mail to e-mail address: vote@dnb.no within the aforementioned date and time.*

2. *A Form of Proxy is enclosed herein at Appendix B for use by holders of shares held through the Norwegian Central Securities Depository (VPS) in connection with the business set out above.*

3. *The Agreement and Plan of Merger and the Statutory Merger Agreement are enclosed herein at Appendix C. You are encouraged to read the Merger Agreements carefully and in their entirety.*

4. *The Board of Directors Recommendation is enclosed herein at Appendix D.*

5. *The Company is an exempted company limited by shares incorporated under the laws of Bermuda. As per the date of this notice, the Company has an authorised share capital of 120,000,000 common shares, of which 100,000,000 common shares are in issuance and outstanding. Each share represents one voting right. The common shares do also carry equal rights in other respects. As per the date of this notice, the Company does not own any treasury shares for which voting rights cannot be exercised.*

APPENDIX A

INFORMATION CONCERNING SOLICITATION AND VOTING FOR THE SPECIAL GENERAL MEETING OF SHAREHOLDERS (THE "MEETING") OF THE COMPANY TO BE HELD ON 10 OCTOBER 2024

SHAREHOLDER APPROVAL REQUIRED

The proposal to be put before the shareholders at the Meeting is required to be approved by a majority vote of three-fourths of those voting at the Meeting and the quorum necessary for the Meeting is two persons at least holding or representing by proxy more than one-third of the issued shares of the Company.

FAIR VALUE

The Board of Directors of the Company has for the purposes of section 106(2)(b)(i) of the Companies Act 1981 (the "**Act**") determined the fair value of the common shares of the Company as the Per Share Consideration (as such term is defined in the Merger Agreement).

Pursuant to section 106(6) of the Act, any shareholder who does not vote in favour of the Merger and is not satisfied that he or she has been offered the fair value for his or her shares may, within one month of the date of the Notice of the Meeting, apply to the Supreme Court of Bermuda (the "**Court**") to have the Court appraise the fair value of his or her shares of the Company.

COMPANY PROPOSAL

Based on the recommendation of the Board of Directors, it is proposed that the agreement and plan of merger (the "**Merger Agreement**") by and among the Company, Shelf Drilling Bidco, Ltd. and Shelf Drilling, Ltd. dated 15 September 2024, and the related statutory merger agreement in accordance with Section 105 of the Act (the "**Statutory Merger Agreement**", and together with the Merger Agreement, the "**Merger Agreements**") by and among the Company, Shelf Drilling Bidco, Ltd. and Shelf Drilling, Ltd., pursuant to which the Company shall merge with and into Shelf Drilling Bidco, Ltd., with the Company being the surviving company thereof (the "**Merger**"), together with the transactions contemplated thereby, including the Merger, be adopted and approved.

OTHER BUSINESS

Management knows of no business that will be presented for consideration at the Meeting other than that stated in the Notice of Special General Meeting of Shareholders.

The Merger Agreements are available on our website at www.shelfdrillingnorthsea.com under "Investor Relations". If you would like to receive a hard copy of the Merger Agreements, please request a copy by email to: investor.sdns@shelfdrilling.com.

The Board of Directors of the Company has determined that shareholders of record at 5:00 p.m. CEST (Central European Summer Time) on 7 October 2024 will be entitled to attend and vote at the aforesaid meeting and at any adjournments thereof.

By Order of the Board of Directors

Kate Weir
Secretary
18 September 2024
Hamilton, Bermuda

APPENDIX B

FORM OF PROXY

Shelf Drilling (North Sea), Ltd.
(the "Company")

Proxy Solicited for Special General Meeting of Shareholders
to be held on 10 October 2024

The undersigned hereby authorize, constitute and appoint _____ or failing him or her, the Chairman of the Meeting, or any individual duly appointed by the Chairman of the Meeting, to represent and act as the undersigned's proxy and to vote on the undersigned's behalf at the Meeting the undersigned at the Special General Meeting of Shareholders of the Company to be held at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda on 10 October 2024 at 12:00 p.m. ADT (Atlantic Daylight Time) or any adjournment thereof, for the purposes set forth below and in the Notice of Special General Meeting of Shareholders issued by the Company on 18 September 2024.

[X] Please mark your votes as in this example.

Item	Proposal	FOR	AGAINST	ABSTAIN
1	To adopt and approve the agreement and plan of merger (the "**Merger Agreement**") by and among the Company, Shelf Drilling Bidco, Ltd. and Shelf Drilling, Ltd. dated 15 September 2024, and the related statutory merger agreement in accordance with Section 105 of the Companies Act 1981 (the "**Statutory Merger Agreement**", and together with the Merger Agreement, the "**Merger Agreements**") by and among the Company, Shelf Drilling Bidco, Ltd. and Shelf Drilling, Ltd., pursuant to which the Company shall merge with and into Shelf Drilling Bidco, Ltd., with the Company being the surviving company thereof (the "**Merger**"), together with the transactions contemplated thereby, including the Merger.			

[ ] I will attend the Special General Meeting in person and vote my/our shares.

Name of shareholder in block letters:_____

Signature(s)_____

Date:_____

Note: Please sign exactly as name appears above, joint owners should each sign. When signing as attorney, executor, administrator or guardian, please give full title as such.

No shareholder shall be entitled to attend (in person or by proxy) unless this Proxy is received by DNB Bank ASA, Registrars Department, Oslo, not later than **8 October 2024, 12:00 p.m. CEST (Central European Summer Time).** The address of DNB is: DNB Bank ASA, Registrars Dept., P.O. Box 1600 Sentrum, 0021 Oslo, Norway. If delivery by hand, the address is: DNB Bank ASA, Registrars Dept., Dronning Eufemias gate 30, 0191 Oslo, Norway. Alternatively, send the Proxy by e-mail to e-mail address: vote@dnb.no within the aforementioned date and time.

APPENDIX C

Merger Agreements

STRICTLY CONFIDENTIAL
EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

by and among

SHELF DRILLING (NORTH SEA), LTD.

SHELF DRILLING, LTD.

and

SHELF DRILLING BIDCO, LTD.

Dated as of September 15, 2024

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EXHIBITS

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "**Agreement**") is made and entered into as of September 15, 2024, between Shelf Drilling (North Sea), Ltd., an exempted company limited by shares incorporated under the laws of Bermuda (the "**Company**"), Shelf Drilling, Ltd., an exempted company incorporated under the Companies Act (2023 Revision) (as amended) of the Cayman Islands ("**Parent**") and Shelf Drilling BidCo, Ltd., an exempted company limited by shares incorporated under the laws of Bermuda and an indirect subsidiary of Parent ("**Merger Sub**" and together with the Company and Parent, the "**Parties**").

RECITALS

WHEREAS, the Parties intend that, upon the terms and subject to the conditions of this Agreement and a statutory merger agreement among the Company, Parent and Merger Sub, substantially in the form set forth in Exhibit A (the "**Statutory Merger Agreement**"), and in accordance with the applicable provisions of the Companies Act, Merger Sub will merge with and into the Company, with the Company as the surviving company (the "**Merger**");

WHEREAS the Board of Directors of the Company (the "**Company Board**") (i) have received from Clarksons Securities AS, the financial advisor to the Company, its opinion to the effect that, as of the date of its opinion, and based upon and subject to the various assumptions, qualifications, limitations and other matters set for therein, the Per Share Consideration to be received by the holders of the Company Common Shares pursuant to the terms of this Agreement is fair, from a financial point of view, to such holders entitled to receive such Per Share Consideration, and (ii) is satisfied that the Per Share Consideration constitutes fair value for each Company Common Share in accordance with the Companies Act;

WHEREAS the Company has received voting undertakings from holders of Company Common Shares holding an aggregate approximately 83% of the issued and outstanding shares of the Company to vote in favour of the merger contemplated by this Agreement at the Special Shareholder Meeting;

WHEREAS, the Company Board, the Board of Directors of Parent (the "**Parent Board**") and the Board of Directors of Merger Sub (the "**Merger Sub Board**"), each have, in light of and subject to the terms and conditions set forth herein, approved this Agreement, the Statutory Merger Agreement (as defined herein) and the transactions contemplated hereby and thereby, including the Merger, and the Company Board, the Parent Board and Merger Sub Board have declared this Agreement and the Statutory Merger Agreement advisable and in the best interests of each respective company on substantially the terms and conditions set forth herein;

WHEREAS, the Parties wish that the Company and Merger Sub merge pursuant to the provisions of the Companies Act (as defined herein), and continue as an exempted company incorporated in Bermuda upon the terms and subject to the conditions of this Agreement and the Statutory Merger Agreement;

WHEREAS, the sole shareholder of Merger Sub, has approved this Agreement, the Statutory Merger Agreement and the Merger, in its capacity as such;

WHEREAS, the Company Board has resolved to propose the Merger and to recommend that the shareholders of the Company vote in favor of the adoption and approval of the Merger (the "**Company Board Recommendation**"), on the terms and subject to the conditions set forth in this Agreement and the Statutory Merger Agreement; and

WHEREAS, prior to the Closing Date, the Parties shall execute and deliver the Statutory Merger Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement and intending to be legally bound, the Parties to this Agreement agree as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION

Section 1.1. **Definitions**. In this Agreement, the following terms shall have the meanings specified below:

"**Acquisition Proposal**" means (i) any proposal or offer made after the date of this Agreement with respect to a merger, joint venture, partnership, consolidation, dissolution, liquidation, tender offer, recapitalization, reorganization, share exchange, merger, scheme of arrangement, business combination or similar transaction involving the Company or any Company Subsidiary and (ii) any other proposal or offer made after the date of this Agreement, in any such case that if consummated would result in any Person becoming the beneficial owner of, directly or indirectly, in one or a series of related transactions, 25% or more of the total voting power or of any class of equity securities of the Company, or 25% or more of the consolidated net revenues, net income or total assets of the Company and the Company Subsidiaries, in each case, other than any transaction with Merger Sub or any of its Affiliates (other than the Company and the Company Subsidiaries).

"**Affiliate**" means, as to any Person, any other Person that directly or indirectly is in Control of, is Controlled by, or is under common Control with, such Person.

"**Agreement**" has the meaning set forth in the Preamble.

"**Audited Financial Statements**" has the meaning set forth in Section 3.6(a).

"**Average Parent Share Price**" means the volume weighted average trading price of the Parent Shares on the Oslo Stock Exchange (as reported by Bloomberg L.P. or, if not reported thereby, by another authoritative source mutually agreed by the Company and Parent) for the 10 consecutive trading days immediately preceding the second trading day prior to the Closing Date.

"**Balance Sheet**" has the meaning set forth in Section 3.6(a).

"**Balance Sheet Date**" has the meaning set forth in Section 3.6(a).

"**Book-Entry Share**" means uncertificated Company Common Shares represented by book-entry.

"**Business Day**" means any day other than Saturday, Sunday or any day on which banks located in Oslo, Norway or Hamilton, Bermuda are authorized or obliged to be closed.

"**Certificate**" means a certificate representing Company Common Shares.

"**Change in Company Board Recommendation**" has the meaning set forth in Section 5.3(c).

"**Closing Date**" means the date on which the Effective Time occurs.

"**Companies Act**" means the Companies Act 1981 of Bermuda.

"**Company Board**" has the meaning set forth in the Recitals.

"**Company Board Recommendation**" has the meaning set forth in the Recitals.

"**Company Common Share**" means each common share, US$0.01 par value of the Company

"**Company Equity Award**" means any share award, option or other award having a value based in whole or in part on the value or other economic attributes of Company Common Shares or any other equity security of Company or any Company Subsidiary, in each case granted for compensatory purposes, whether vested or unvested whose value is based in whole or in part on the value of Company Common Shares.

"**Company Intellectual Property**" has the meaning set forth in Section 3.13(a).

"**Company Parties**" means the Company, the Company Subsidiaries and its and their Representatives.

"**Company Plan**" has the meaning set forth in Section 3.10(a).

"**Company Subsidiary**" means a Subsidiary of the Company.

"**Consent**" means any approval, consent, ratification, permission, waiver or authorization of or from, or notification or filing to or with, any Person (including any Governmental Authority).

"**Contemplated Transactions**" means all of the transactions contemplated by this Agreement and the Statutory Merger Agreement, including, without limitation, the Merger, and each document and agreement delivered pursuant hereto or thereto.

"**Contract**" means any written or oral agreement, contract, subcontract, lease, instrument, note, debenture, indenture, guaranty, guarantee, deed, license or sublicense or any legally binding arrangement or understanding, and any material supplements, amendments or other modifications to any of the foregoing.

"**Control**" of a Person means the power, directly or indirectly, either to (i) vote ten percent (10%) or more of the securities having ordinary voting power for the election of directors or members of another governing body of such Person or (ii) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"**Dissenting Shareholder**" has the meaning set forth in Section 2.2(d).

"**Dissenting Shares**" has the meaning set forth in Section 2.2(d).

"**Effective Time**" means the effective date of the Merger of the Company and Merger Sub, being the date shown in the certificate of merger issued by the Registrar pursuant to Section 108 of the Companies Act.

"**End Date**" has the meaning set forth in Section 7.1(b).

"**Environmental Law**" means any Laws in effect as of the date hereof relating to protection of the environment, including the protection of flora and fauna and the quality of the ambient air, soil, surface water or groundwater, and relating to health and safety matters or any actual or potential Release of any Hazardous Materials.

"**Equity Security**" of any Person means any membership interest, share of capital stock or other equity interest of such Person, any warrants or options to acquire shares of capital stock or other equity interests of such Person and any security exchangeable for or convertible or exercisable for or into any of the foregoing.

"**Excluded Shares**" has the meaning set for in Section 2.2(c)

"**Financial Statements**" has the meaning set forth in Section 3.6(a).

"**Governmental Authority**" means any supranational, national, regional, federal, state, county, municipal, local or other political instrumentality or subdivision thereof and any entity or body exercising executive, legislative, judicial, regulatory, administrative or taxing functions of or pertaining to government, including any court.

"**Hazardous Material**" means any substance, material, waste or chemical that is listed, regulated or defined as hazardous, toxic or radioactive by any Environmental Law, or any other substance that is declared or defined to be hazardous or toxic under or pursuant to any Environmental Law.

"**Impact**" has the meaning set forth in Section 3.5(a).

"**Indebtedness**" means, with respect to any Person, (a) such Person's indebtedness for borrowed money, (b) amounts owing by such Person as deferred purchase price for property or services (but not accrued expenses or trade payables), (c) indebtedness of such Person evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security, (d) obligations of such Person under any interest rate, currency or other hedging agreement, (e) indebtedness of such Person under leases required to be accounted for as capital leases under US GAAP, and

(f) guarantees of such Person with respect to any indebtedness, amounts owing, commitments or obligations of any other Person of a type described in clauses (a) through (e) above.

"**Indemnification Agreement**" has the meaning set forth in Section 5.6(a).

"**Indemnified Person**" has the meaning set forth in Section 5.6(a).

"**Intellectual Property**" means all (i) trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, Internet domain names, social media identifiers, logos, symbols, trade dress, trade names, and other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same; (ii) inventions and discoveries, whether patentable or not, and all patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues; (iii) confidential information, trade secrets and know-how, including processes, schematics, business methods, formulae, drawings, prototypes, models, designs, customer lists and supplier lists; and (iv) published and unpublished works of authorship, whether copyrightable or not (including databases and other compilations of information), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof.

"**Interim Balance Sheet**" has the meaning set forth in Section 3.6(a).

"**Interim Balance Sheet Date**" has the meaning set forth in Section 3.6(a).

"**Interim Financial Statements**" has the meaning set forth in Section 3.6(a).

"**IT Systems**" means all material computer systems, networks, hardware, software, databases, websites, and equipment used to process, store, maintain and operate data, information, and functions used in connection with their business as presently conducted.

"**Knowledge**" means, with respect to the Company and a particular fact or other matter, that any of the Company's directors and officers listed in its register of directors and officers as of the date of this Agreement has actual knowledge of such fact or other matter.

"**Law**" means any statute or law (including common law), rule, treaty or regulation and any decree, injunction, judgment, Order, ruling, published guidance, assessment or writ of any applicable Governmental Authority.

"**Merger Application**" has the meaning set forth in Section 2.1.

"**Merger Sub Parties**" means Merger Sub and Parent and their Representatives;

"**Legal Proceeding**" means any claim, action, suit, litigation, arbitration, dispute, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Authority or any arbitrator or arbitral panel.

"**Legal Restraint**" has the meaning set forth in Section 6.1(b).

"**License**" means any (a) permit, license, certificate, franchise, permission, approval variance, clearance, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law; or (b) right under any Contract with any Governmental Authority.

"**Lien**" means any charge, mortgage, deed of trust, pledge, security interest, restriction, claim, lien or encumbrance.

"**Material Adverse Effect**" means any event, change, development, condition, circumstance, matter, occurrence or state of facts that has a material adverse effect on the financial condition, results of operations or business of the Company and the Company Subsidiaries, taken as a whole; provided, however, that none of the following events, changes, developments, conditions, circumstances, matters, occurrences or state of facts shall be taken into account in determining whether there has been or may be a Material Adverse Effect: (i) changes in Laws of general applicability or changes in the interpretation thereof by Governmental Authorities; (ii) changes in US GAAP or regulatory accounting requirements or authoritative interpretations thereof; (iii) changes in prevailing interest rates or other financial, economic or market conditions; (iv) changes or conditions affecting any industry in which the Company or any Company Subsidiary operates, including electric generating, transmission or distribution (including any changes in the operations thereof); (v) actions or omissions of a Party required or permitted by this Agreement or taken with the written consent of the other unaffiliated Party; (vi) any matter of which Merger Sub is aware on the date hereof; (vii) the announcement or existence of this Agreement (including the identity of Merger Sub or its Affiliates) and the transactions contemplated hereby, including (a) the impact thereof on relationships with existing or potential customers, clients, partners, funding sources, joint venturers and employees and (b) any Legal Proceeding arising out of or related to this Agreement (including shareholder litigation); (viii) changes in global or national political conditions (including the outbreak of war or acts of terrorism or the worsening of existing hostilities or other conflicts); (ix) changes relating to natural disasters, outbreak of disease or other force majeure events; (x) any failure to meet any estimates of revenues, earnings or other financial performance for any period after the date of this Agreement; or (xi) a decline in the trading price of the Company Common Shares.

"**Merger**" has the meaning set forth in the Recitals.

"**Merger Sub**" has the meaning set forth in the Preamble.

"**Parent Board**" has the meaning set forth in the Recitals.

"**NOK**" means the lawful currency of the Kingdom of Norway.

"**Notice of Superior Proposal**" has the meaning set forth in Section 5.3(c).

"**Order**" means any order, writ, injunction, judgment or decree issued, entered or otherwise promulgated by a court of competent jurisdiction or other Governmental Authority or by an arbitrator or arbitral panel, but for the avoidance of doubt does not include any License.

"**Organizational Documents**" means, with respect to any Person, the certificate of trust, the certificate of incorporation, articles of incorporation, memorandum of association, certificate of formation, bye-laws, articles of organization, shareholders agreement, investor rights agreement, voting agreement, share restriction agreement, limited liability company agreement, operating agreement, partnership agreement, declaration or agreement of trust, constituent document, formation agreement, joint venture agreement, and all other similar documents, agreements, instruments or certificates executed, adopted or filed in connection with the creation, formation, organization or maintenance of a Person, including any amendments thereto, in each case, currently in effect.

"**Party**" means a party to this Agreement.

"**Person**" means any individual, entity, general partnership, limited partnership, limited liability partnership, limited liability company, company limited by shares, joint stock company, corporation, joint venture, estate, trust, business trust, cooperative, association, firm, society, business organization or Governmental Authority.

"**Previously Disclosed**" means, with respect to any information, document or other material, that such information, document or material was made available by the Company to Merger Sub or its Representatives or for review prior to the execution and delivery of this Agreement, by either (i) physically delivering such information to the recipient, (ii) delivering such information to the recipient in electronic format, whether via email or facsimile or contained in a disk or other memory device, or (iii) by making such information available to the recipient in a virtual or physical data room maintained by such party in connection with the Contemplated Transactions.

"**Reference Date**" has the meaning set forth in Section 3.2(a).

"Registrar" means the Bermuda Registrar of Companies.

"**Release**" means any emission, spill, leak, discharge, disposal, pumping, pouring, injection, escaping, deposit, dispersal, dumping, leaching, migration or release of any Hazardous Materials from any source into or upon the indoor or outdoor environment.

"**Representatives**" means, with respect to any Person, such Person's directors, officers, employees and legal and financial advisors.

"**Required Company Vote**" means the affirmative votes of 75% of the votes cast at the Special Shareholder Meeting.

"**Shareholder Proxy Materials**" has the meaning set forth in Section 5.2(b).

"**Special Shareholder Meeting**" means the meeting of the Company's shareholders to be convened for the purpose of considering and approving this Agreement, the Statutory Merger Agreement and the Merger.

"**Statutory Merger Agreement**" has the meaning set forth in the Recitals.

"**Subsidiary**" means, with respect to a Person, an entity with respect to which such Person directly or indirectly owns, beneficially or of record, (i) an amount of voting securities or other interests in such entity that is sufficient to enable such Person to elect at least a majority of the members of such entity's board of directors or other governing body, or (ii) more than 50% of the outstanding equity or voting securities of such entity.

"**Superior Proposal**" means an unsolicited *bona fide* written Acquisition Proposal for a transaction that if consummated would result in any Person becoming the beneficial owner, directly or indirectly, of more than 50% of the Company's and the Company Subsidiaries' revenue, net income or assets (in each case, on a consolidated basis) or more than 50% of the total voting power of the Company Common Shares, which the Company Board has determined in its good faith judgment is reasonably likely to be consummated in accordance with its terms, taking into account all legal, financial and regulatory aspects of the proposal and the Person making the proposal, and if consummated, would be reasonably likely to result in a transaction more favorable to the Company's shareholders from a financial point of view than the Merger (after taking into account any revisions to the terms of this Agreement that have been proposed by Merger Sub).

"**Surviving Company**" has the meaning set forth in Section 2.1.

"**Tax**" means any tax, charge, fee, levy or other assessment imposed by any Taxing Authority, however denominated, including any net income, gross income, gains, gross receipts, sales, use, ad valorem, transfer, franchise, withholding, payroll, employment, excise, stamp, property, or other tax, custom duty, fee, assessment or charge of any kind whatsoever, together with any interest and any penalty, addition to tax or additional amount imposed by any Taxing Authority.

"**Tax Return**" means any return, amended return or other report (including elections, declarations, disclosures, schedules, estimates and information returns) required to be filed with any Taxing Authority with respect to any Tax.

"**Taxing Authority**" means any government or any subdivision, agency, commission or authority thereof, or any quasi-governmental or private body, having jurisdiction over the assessment, determination, collection or other imposition of Taxes.

"**Triggering Event**" means any of the following: (i) the Company Board shall have failed to include in the Shareholder Proxy Materials, or shall have amended the Shareholder Proxy Materials to remove, the Company Board Recommendation; (ii) the Company Board shall have publicly announced a Change in Company Board Recommendation; (iii) the Company shall have entered into any letter of intent or Contract with respect to an Acquisition Proposal (other than a confidentiality agreement entered into in accordance with Section 5.3(b)); or (iv) a tender or exchange offer relating to the outstanding Company Common Shares shall have been commenced and the Company shall not have sent to its shareholders, within ten (10) Business Days after the commencement of such tender or exchange offer, a statement disclosing that the Company Board recommends rejection of such tender or exchange offer.

"**US GAAP**" means generally accepted accounting principles in the United States of America.

"**VPS**" has the meaning set forth in Section 2.3(a).

"**VPS Registrar**" has the meaning set forth in Section 2.3(a).

"**Willful Breach**" means any material breach of a covenant or obligation contained in this Agreement, where the breaching party (i) committed a material breach of such covenant or obligation and (ii) at the time of such breach, had Knowledge that the covenant or obligation was being breached.

Section 1.2. **Construction**.

(a) For the purposes of this Agreement, except as the context otherwise requires:

(i) When a reference is made in this Agreement to the Preamble, the Recitals or a Section, Exhibit or Schedule, such reference is to the Preamble to, the Recitals or Section of, or Exhibit or Schedule to, this Agreement unless otherwise indicated, and a reference to this Agreement is to this Agreement and the Exhibits and Schedules to it, taken as a whole.

(ii) When a reference is made in this Agreement to any Contract (including this Agreement), such reference is to the Contract as amended, modified, supplemented, restated or replaced from time to time (to the extent permitted by the terms of the Contract).

(iii) When a reference is made in this Agreement to any Law, such reference is to the Law as amended, modified, supplemented or replaced from time to time and, if the reference is to a statute, the reference also applies to all rules and regulations promulgated under the statute; and references to any section of any statute or regulation apply to any successor to such section.

(iv) The table of contents and headings in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

(v) Whenever the words "include," "includes" or "including" (or similar terms) are used in this Agreement, they are deemed to be followed by the words "without limitation".

(vi) The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

(vii) All terms defined in this Agreement have their defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein.

(viii) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms.

(ix) References to a Person are also to such Person's permitted successors and assigns and references to any Governmental Authority apply to any successor to that Governmental Authority.

(x) The word "or" shall not be exclusive.

(xi) "Ordinary course of business" (or similar terms) shall be deemed followed by "consistent with past practice".

(xii) "Reasonable efforts," "commercially reasonable efforts," "reasonable best efforts" or similar terms shall not require the waiver of any rights under this Agreement.

(xiii) All dollar amounts listed herein, and in any exhibit, schedule or annex hereto, unless otherwise provided, are denominated in the currency of the United States of America.

ARTICLE II

THE TRANSACTION

Section 2.1. **The Merger**. On the Closing Date, Parent, Merger Sub and the Company will cause the Merger to be consummated by (a) executing and delivering the Statutory Merger Agreement, (b) on or prior to the Closing Date cause an application for registration of the Surviving Company (the "**Merger Application**") to be delivered to the Registrar as provided under Section 108 of the Companies Act and to be accompanied by the documents required by Section 108(2) of the Companies Act and cause to be included in the Merger Application a request that the Registrar issue the certificate of merger with respect to the Merger (the "**Certificate of Merger**"). Upon the terms and subject to the conditions of this Agreement and the Statutory Merger Agreement, and in accordance with the Companies Act, at the Effective Time, the Merger shall be effected with the Company and Merger Sub merging and their undertaking, property and liabilities shall vest in the Company as the surviving company of the Merger (sometimes hereinafter referred to as the "**Surviving Company**").

Section 2.2. **Effect on Capital**. Pursuant to the terms of this Agreement and the Statutory Merger Agreement, at the Effective Time, and by virtue of the Merger and without any action on the part of the Parties or the holder of any Company Common Shares:

(a) Conversion of Company Common Shares. Each Company Common Share issued and outstanding immediately prior to the Effective Time (other than Company Common Shares converted pursuant to Section 2.2(c) or cancelled, subject to Section 2.2(d), Dissenting Shares) shall be cancelled and converted into the right to receive (i) one and one-twentieth (1.05) duly authorized, validly issued, fully paid and non-assessable voting common shares of par value $0.01 per share of Parent (such shares, "**Parent Shares**", and such share consideration, the "**Merger Share Consideration**"); and (ii) an amount in cash equal to NOK 8.00 without interest (such cash consideration, the "**Merger Cash Consideration**" and, together with the Merger Share Consideration and any cash paid in lieu of fractional Parent Shares in accordance with Section 2.2(e), the "**Per Share Consideration**"). As a result of the Merger, at the Effective Time, each

holder of a Company Common Share immediately prior to the Effective Time shall cease to have any rights with respect thereto, except (i) the right to receive the Per Share Consideration payable in respect of the Company Common Shares, subject to the terms and conditions hereof, or (ii) in the case of a holder of Dissenting Shares, the rights set forth in Section 2.2(d).

(b) Share Capital of Merger Sub. Each common share of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one (1) validly issued and fully paid common share, par value $0.01, of the Surviving Company.

(c) Conversion of Excluded Shares. Each Company Common Share registered in the name of the Company, Parent, Merger Sub or any direct or indirect Subsidiary of the Company, Parent or Merger Sub immediately prior to the Effective Time (collectively, "**Excluded Shares**") shall be converted into and become one (1) validly issued and fully paid common share, par value $0.01, of the Surviving Company.

(d) Dissenting Shares. Each Company Common Share held by a dissenting shareholder for the purposes of Section 106 of the Companies Act (a "**Dissenting Shareholder**") shall not be converted into the right to receive the Per Share Consideration, and shall be cancelled and extinguished and converted into the right to receive payment of fair value pursuant to and subject to Section 106 of the Companies Act (such shares, the "**Dissenting Shares**"); provided that if a Dissenting Shareholder withdraws such claim, such holder's right to receive payment of fair value shall be deemed to have been converted as of the Effective Time into the right to receive the Per Share Consideration in accordance with Section 2.2(a). The Company shall give Merger Sub notice of the existence of any Dissenting Shareholders, attempted withdrawals of applications to the Supreme Court of Bermuda for appraisal of the fair value of the Company Common Shares and any other instruments served pursuant to the Companies Act and received by the Company relating to any Dissenting Shareholder's rights to be paid the fair value of such Dissenting Shareholder's Company Common Shares, as provided in Section 106 of the Companies Act. The Company shall give Merger Sub the opportunity to participate in and direct all negotiations with respect to any such demands for appraisal. The Company shall not, except with the prior written consent of Merger Sub, make any payment with respect to any such demands for appraisal, or settle or offer to settle any such demands for appraisal.

(e) No Fractional Shares. Notwithstanding anything in this Agreement to the contrary, no fraction of a Parent Share may be issued in connection with the Merger and no dividends or other distributions with respect to Parent Shares shall be payable on or with respect to any fractional share and no such fractional share will entitle the owner thereof to vote or to any rights of a shareholder of Parent. In lieu of the issuance of any such fractional share, any holder of Company Common Share who would otherwise have been entitled to a fraction of a Parent Share shall be paid cash, without interest, in an amount equal to the product of (i) the fractional share interest to which such holder would otherwise be entitled under this Article II multiplied by (ii) the Average Parent Share Price.

(f) The Merger Share Consideration will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements under the U.S. Securities Act. Merger Share Consideration will therefore only be

delivered to each holder of a Company Common Share immediately prior to the Effective Time that are either (i) not U.S. Persons as defined in Regulation S of the U.S. Securities Act, or (ii) "accredited investors" as defined in Regulation D of the U.S. Securities Act (a U.S. Person that is an "accredited investor", an "**Eligible U.S. Shareholder**"). Each U.S. Person holding Company Common Shares immediately prior to the Effective Time that is not an Eligible U.S. Shareholder will receive cash-in-lieu of the Merger Share Consideration following a sale of such Merger Share Consideration as such holder would otherwise be entitled to receive. Such Merger Share Consideration as any holder of Company Common Shares that is a U.S. Person and not an Eligible U.S. Shareholder (a "**non-Eligible U.S. Shareholder**") would otherwise be entitled to, shall be sold by the receiving agent appointed (or such receiving agent's U.S. registered broker-dealer) for the purpose of the merger for the account of and for the risk of the relevant beneficiary with a proportional distribution of net sales proceeds among the non-Eligible U.S. Shareholders. Each holder of a Company Common Share immediately prior to the Effective Time that is a U.S. Shareholder shall make any appropriate representations to, and as requested by or on behalf of, the Company, Parent and/or Merger Sub as to their eligibility to receive any Parent Shares as part of the Merger Share Consideration.

Section 2.3. **Payment Procedures**

(a) On or immediately following the Effective Time, the Company shall, to the extent required, send, to each holder of Company Common Shares (other than holders of the Excluded Shares and the Dissenting Shares) as registered in the Euronext Securities Oslo ("**VPS**"), (i) a letter of transmittal (which shall be in such form and have such other provisions as the Parties may reasonably specify) and (ii) where applicable, instructions for use in effecting the cancellation of Company Common Shares by DNB Bank ASA as the share registrar in the VPS (the "**VPS Registrar**"), to the extent available and in issue, in exchange for the Per Share Consideration.

(b) At or immediately following the Effective Time, Parent and/or Merger Sub shall deliver cash payment initially to the VPS Registrar (unless otherwise agreed between the Parties) in amount equal to the Merger Cash Consideration for each Company Common Share (other than holders of the Excluded Shares). The VPS Registrar shall be instructed to distribute the Merger Cash Consideration to the holders of Company Common Shares (excluding holders of the Excluded Shares and the Dissenting Shares) as registered in the VPS (and appearing in the share register of the Company in the VPS two trading days after the Effective Time in accordance with the normal settlement cycle in VPS (T+2)) as soon as possible following the Effective Time. From time to time as necessary and determinable, Parent shall promptly deposit or cause to be deposited with the VPS Registrar additional cash sufficient to pay the cash payable in lieu of fractional shares pursuant to Section 2.2(e) and any dividends and other distributions payable pursuant to Section 2.3(d). The Parent shall issue to the holder of each Company Common Share (other than holders of the Excluded Shares and Dissenting Shares) as registered in the VPS (and appearing in the share register of the Company in the VPS two trading days after the Effective Time in accordance with the normal settlement cycle in VPS (T+2)) the Merger Share Consideration in respect of such Company Common Share, and the VPS Registrar for the Parent shall be instructed to update the Parent's register of members accordingly as soon as possible following the Effective Time. Following at the Effective Time, the VPS Registrar for the Company distributing the Merger Cash Consideration and the VPS Registrar for the Parent updating the Parent's register of members to effect the issuance of the Merger Share Consideration, the VPS Registrar for the Company shall

effect the cancellation of the Company Common Shares (other than the Dissenting Shares) in the VPS.

(c) Transfer Books; No Further Ownership Rights in Company Common Shares. The Per Share Consideration paid and payments (if any) made pursuant to Section 2.3(d) in respect of each Company Common Share upon surrender of Certificates or Book-Entry Shares in accordance with the terms of this Article II shall be deemed to have been paid in full satisfaction of all rights pertaining to such Company Common Shares previously represented by such Certificates or Book-Entry Shares, subject, however, to the Surviving Company's obligation to pay any dividends or make any other distributions with a record date prior to the Effective Time that may have been declared by the Company on Company Common Shares not in violation of the terms of this Agreement or prior to the date of this Agreement and which remain unpaid at the Effective Time. At the Effective Time, the share transfer books of the Company shall be closed and thereafter there shall be no further registration of transfers on the share transfer books of the Surviving Company of Company Common Shares that were outstanding immediately prior to the Effective Time. From and after the Effective Time, the holders of Company Common Shares formerly represented by Certificates or Book-Entry Shares immediately prior to the Effective Time shall cease to have any rights with respect to such underlying Company Common Shares, except as otherwise provided for herein or by applicable Law. If, at any time after the Effective Time, Certificates or Book-Entry Shares are presented to the Surviving Company for any reason, they shall be canceled and exchanged as provided in this Article II, provided that any amounts remaining unclaimed by such holders at such time at which such amounts would otherwise escheat to or become property of any Governmental Authority shall become, to the extent permitted by applicable Law, the property of Parent or its designee, free and clear of all claims or interest of any Person previously entitled thereto.

(d) Distributions with Respect to Unexchanged Shares. No dividends or other distributions with respect to Parent Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered Certificate or Book-Entry Share with respect to any Parent Shares that the holder thereof has the right to receive upon the surrender thereof until the holder of such Certificate or Book-Entry Share shall surrender such Certificate or Book-Entry Share in accordance with this Article II. Subject to any applicable foreign, state, federal or other abandoned property, escheat or similar Law, following surrender of any such Certificate or Book-Entry Share, there shall be paid to the holder thereof, without interest, (i) at the time of such surrender, in addition to all other amounts to which such holder is entitled under this Article II, the amount of dividends or other distributions payable with respect to such whole shares of Parent Shares that such holder is entitled to pursuant to this Article II with a record date after the Effective Time and paid with respect to Parent Shares prior to such surrender and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to such surrender and a payment date subsequent to such surrender payable with respect to such whole shares of Parent Shares that such holder is entitled to pursuant to this Article II.

Section 2.4. **Treatment of Company Equity Awards.**

(a) At the Effective Time, the vesting conditions (if any) applicable to each Company Equity Award previously issued (if any) shall, automatically and without any action required on the part of the holder thereof, accelerate in full and each vested Company Equity Award shall be converted into, and become exchanged for, the Per Share Consideration.

(b) Subject to the provisions of Section 2.5, any payment to which a holder of Company Equity Awards is entitled to pursuant to this Section 2.4 shall be made as soon as reasonably practicable after the Effective Time, but in any event no later than three (3) Business Days after the Effective Time.

Section 2.5. **Withholding Rights**. Parent, Merger Sub and the VPS Registrar shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement such amounts as Parent, Merger Sub or the VPS Registrar are required to deduct and withhold with respect to the making of such payment under any applicable Law, and to collect any certifications, documentation, forms or information required under any Law from the recipients of payments hereunder. To the extent such amounts are so deducted and withheld, such amount (i) shall be paid over to the applicable Governmental Authority in accordance with applicable Law, and (ii) to the extent paid over in accordance with clause (i), shall be treated for all purposes under this Agreement as having been paid to the Person in respect of which Parent or Merger Sub (or any agent acting on its behalf) made such deduction and withholding.

Section 2.6. **Lost, Stolen or Destroyed Certificates**. If any Certificate shall have been lost, stolen or destroyed, the Company or the Surviving Company (as the case may be) shall issue in exchange for such lost, stolen or destroyed Certificate, upon the making of an affidavit of that fact by the holder thereof, the consideration to which the holder thereof is entitled pursuant to this Article II, provided, however, that the Company or the Surviving Company (as the case may be) may, in its reasonable discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed Certificate to deliver an affidavit and indemnity against any claim that may be made against Merger Sub, its Affiliates, the Company or the Surviving Company (as the case may be) with respect to the Certificate alleged to have been lost, stolen or destroyed.

Section 2.7. **Memorandum of Association**. The memorandum of association of the Surviving Company shall be as set forth in the Statutory Merger Agreement.

Section 2.8. **Bye-laws**. The bye-laws of the Surviving Company shall be as set forth in the Statutory Merger Agreement.

Section 2.9. **Directors and Officers**. From and after the Effective Time, the directors of the Company as of immediately prior to the Effective Time shall be the initial directors of the Surviving Company and the officers of the Company as of immediately prior to the Effective Time shall be the initial officers of the Surviving Company, in each case, until their respective successors are duly elected or appointed and qualified in accordance with applicable Law and the bye-laws of the Surviving Company.

Section 2.10. **Closing Procedures.** On the terms and subject to the conditions set forth in this Agreement and the Statutory Merger Agreement, the Parties will (i) on or prior to the Closing Date, execute and deliver the Statutory Merger Agreement, (ii) on or prior to the Closing Date, cause the Merger Application to be executed and delivered to the Registrar as provided under Section 108 of the Companies Act and to be accompanied by the documents required by Section 108(2) and Section 108(3) of the Companies Act and (iii) cause to be included in the Merger Application a request that the Registrar issue the certificate of merger with respect to the Merger

on the Closing Date, and the Parties agree that they shall request that the Registrar provide in the certificate of Merger that the Effective Time shall be the Closing Date.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Merger Sub as follows:

Section 3.1. **Organization, Standing and Authority**.

(a) The Company is an exempted company limited by shares duly incorporated and validly existing under the Laws of Bermuda. Accurate and complete copies of the Company's Organizational Documents, as amended to the date of this Agreement, have been Previously Disclosed to Merger Sub.

(b) The Company is duly qualified to do business and is in good standing in all jurisdictions that recognize such concepts and where its ownership or leasing of property or assets or its conduct of business requires the Company to be so qualified, except where the failure to be so qualified or in good standing is not, individually or in the aggregate, reasonably expected to have a Material Adverse Effect.

Section 3.2. **Company Capital Structure**.

(a) At the close of business on 13 September 2024 (the "**Reference Date**"), 100,000,000 Company Common Shares were issued and outstanding. No Company Common Shares are owned or held by any Company Subsidiary. All of the outstanding Company Common Shares are duly authorized and validly issued and fully paid and not subject to any preemptive rights.

(b) As of the close of business on the Reference Date, there were no Company Equity Awards.

(c) Except for the Company Common Shares described in this Section 3.2, as of the Reference Date, there were no issued or outstanding (i) shares or other voting securities of or other ownership interest in the Company, (ii) securities of the Company convertible into or exchangeable for shares or other voting securities of or other ownership interest in the Company, (iii) warrants, calls, options or other rights to acquire from the Company or any Company Subsidiary, or other obligations, understandings or arrangements of the Company (including under any agreement for acquisition of shares or equity interests of any Person or assets) to issue, transfer or sell, or cause to be issued, transferred or sold, any shares, other voting securities or securities convertible into or exchangeable for, shares or other voting securities of or other ownership interest in the Company or any Company Subsidiary or (iv) restricted shares, share appreciation rights, performance units, contingent value rights, "phantom" shares or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares of, or other voting securities of or ownership interests in, the Company, and there are no outstanding obligations of the Company or any Company Subsidiary to repurchase, redeem or otherwise acquire any such securities.

(d) All outstanding Company Common Shares and all outstanding shares of each Company Subsidiary were issued and granted in material compliance with all applicable securities Laws.

Section 3.3. **Subsidiaries**.

(a) Each of the Company Subsidiaries is an entity duly organized, validly existing and in good standing (in those jurisdictions in which the concept of good standing exists) under the Laws of the jurisdiction of its incorporation or organization. Each of the Company Subsidiaries has all the corporate or equivalent power and authority necessary to enable it to own or lease and to operate its properties and assets and carry on its business as currently conducted, except such power and authority the absence of which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Company Subsidiary is duly qualified to do business as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted by it or the character of the properties owned or leased by it require such qualification, except where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) All outstanding Equity Securities of each of the Company Subsidiaries are duly authorized, have been validly issued, are fully paid and non-assessable, have not been issued in violation of any preemptive or similar rights, have been issued in compliance with applicable securities Laws or exemptions therefrom, and are owned directly or indirectly by the Company. There are no outstanding securities convertible into or exchangeable or exercisable for any Equity Securities of any of the Company Subsidiaries or any rights to subscribe for or to purchase, or any agreements providing for the issuance (contingent or otherwise) of, any Equity Securities of any of the Company Subsidiaries. None of the Company Subsidiaries is a party to any right of first refusal, right of first offer, proxy, voting agreement, voting trust, registration rights agreement or shareholders agreement with respect to the sale or voting of any Equity Securities of any of the Company Subsidiaries or any securities convertible into or exchangeable or exercisable for any Equity Securities of any of the Company Subsidiaries.

Section 3.4. **Authority**. The Company has duly authorized, executed and delivered this Agreement and the Statutory Merger Agreement and has taken all corporate action necessary in order to execute and deliver this Agreement and the Statutory Merger Agreement. Subject only to receipt of the Required Company Vote, this Agreement, the Statutory Merger Agreement and the Contemplated Transactions have been authorized by all corporate action necessary on the Company's part. Assuming due execution by the other Parties, this Agreement and the Statutory Merger Agreement are valid and legally binding obligations of the Company, enforceable against it in accordance with their terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights or by general principles of equity).

Section 3.5. **Approvals; No Conflicts**.

(a) The Company's execution, delivery and performance of this Agreement and the Statutory Merger Agreement and the consummation of the Merger do not and will not

(i) conflict with or violate any provision of the Organizational Documents of the Company or any of the Company Subsidiaries, (ii) conflict with or violate, or constitute a default or result in the creation of a right of acceleration, termination or amendment under, any Contract to which the Company or any of the Company Subsidiaries is a party or to which the Company or any of the Company Subsidiaries or any of its or their respective properties is subject or (iii) require the Company or any of the Company Subsidiaries to obtain any Consent or give any notice under any such Contract or (iv) conflict with or violate any Law applicable to the Company or any of the Company Subsidiaries or by which any of them or any of their respective properties is bound or affected, except, in the cases of clauses (ii), (iii) and (iv), for any such conflict, violation, default or creation of right (each an "**Impact**") that would not, individually or in the aggregate, reasonably be expected to (x) adversely affect the validity of the Merger or (y) have a Material Adverse Effect.

Section 3.6. **Financial Statements**.

(a) Copies of the Company's audited consolidated financial statements consisting of the consolidated balance sheets of the Company as at December 31 for each of the years 2023, 2022 and 2021 and the related consolidated statements of operations, equity and cash flows for the years then ended (the "**Audited Financial Statements**"), and unaudited condensed consolidated financial statements consisting of the condensed consolidated balance sheets of the Company as at June 30, 2024 and the related condensed consolidated statements of operations and equity for the three-month and six-month periods ended June 30, 2024 and 2023 and the condensed consolidated statement of cash flows for the six-month periods ended June 30, 2024 and 2023 (the "**Interim Financial Statements**" and together with the Audited Financial Statements, the "**Financial Statements**") have been Previously Disclosed to Merger Sub. The Financial Statements have been prepared in accordance with US GAAP applied on a consistent basis throughout the periods involved. The Financial Statements fairly present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods indicated. The consolidated balance sheet of the Company as of December 31, 2023 is referred to herein as the "**Balance Sheet**" and the date thereof as the "**Balance Sheet Date**", and the balance sheet of the Company as of June 30, 2024 is referred to herein as the "**Interim Balance Sheet**" and the date thereof as the "**Interim Balance Sheet Date**".

(b) The Company and the Company Subsidiaries do not have any liabilities (accrued, contingent or otherwise) of any nature other than (i) liabilities reflected in the Interim Balance Sheet as of the Interim Balance Sheet Date included or disclosed in the notes thereto, (ii) contractual liabilities incurred in the ordinary course of business, (iii) liabilities previously disclosed to the Parent or the Parent is otherwise aware of, (iv) those which have been incurred in the ordinary course of business since the Interim Balance Sheet Date and which are not material in amount and (v) other liabilities which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Since the Interim Balance Sheet Date, except as disclosed in the Financial Statements and except for the process leading to this Agreement or as expressly contemplated by this Agreement, (i) the Company and the Company Subsidiaries have conducted their respective businesses in the ordinary course in all material respects and (ii) no events have occurred or

circumstances arisen that, individually or in the aggregate, have had or reasonably would be expected to have a Material Adverse Effect.

Section 3.7. **Litigation**. At the date of this Agreement there is no Legal Proceeding pending or, to the Company's Knowledge, threatened against or affecting the Company or any Company Subsidiary or affecting any of its or their respective assets that individually or in the aggregate with other such Legal Proceedings has resulted in or, if adversely determined, reasonably would be expected to result in (i) aggregate liability of the Company or the Company Subsidiaries in excess of $5,000,000, (ii) a Material Adverse Effect or (iii) a material impediment to the consummation of the Merger. At the date of this Agreement, there is no Order outstanding against or affecting the Company or any Company Subsidiary, in each case, except for Orders that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and would not reasonably be expected to prevent or materially hinder the consummation of the Merger. At the date of this Agreement, there is no Legal Proceeding pending or, to the Knowledge of the Company, threatened, that seeks to restrain or prohibit or otherwise challenge the legality or validity of the Merger.

Section 3.8. **Compliance with Laws; Governmental Authorizations**.

(a) At all relevant times the Company and the Company Subsidiaries have conducted their respective businesses in compliance with all applicable Laws, except for violations that, individually or in the aggregate, have not caused or resulted in and would not reasonably be expected to cause or result in a Material Adverse Effect.

(b) The Company and the Company Subsidiaries have all Licenses, and have made all filings, applications and registrations with all Governmental Authorities, that are required in order to permit each of them to own or lease their respective properties and to conduct their respective businesses as presently conducted, except those the absence of which, individually or in the aggregate, have not caused or resulted in, and would not reasonably be expected to cause or result in, a Material Adverse Effect; all such Licenses are in full force and effect and, to the Company's Knowledge, no suspension or cancellation of any of them is threatened, in each case, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) None of the Company or the Company Subsidiaries has received, since any written notification from any Governmental Authority (i) asserting that the Company or any Company Subsidiary is not in compliance with any Law or (ii) threatening to revoke any License, except in each case described in clauses (i) and (ii) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.9. **Contracts**.

(a) Each License or Contract to which the Company or any Company Subsidiary is a party is in full force and effect and constitutes a legal, valid and binding agreement, enforceable against the Company or a Company Subsidiary (if any of them is a party) and, to the Knowledge of the Company, against each other party thereto, in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or

other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity). None of the Company, any Company Subsidiary or, to the Knowledge of the Company, any other Person is in default under any License or Contract to which the Company or any Company Subsidiary is a party, and there has not occurred any event that, with the lapse of time or the giving of notice or both, would constitute such a default, in each case, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Company.

Section 3.10. **Employee Benefit Plans**.

(a) For purposes of this Agreement, "**Company Plan**" means any employment, consulting, termination, severance, change in control, separation, retention, equity or equity-based, profit-sharing, employee share purchase, deferred compensation, bonus, incentive compensation, fringe benefit, collective bargaining, health, medical, dental, disability, accident or life insurance, welfare benefit, cafeteria, vacation, paid time off, perquisite, retirement, pension or savings or any other compensation or employee benefit plan, agreement, program, policy or other arrangement, whether or not funded, in each case, under which any current or former officer, employee, director, individual consultant or individual independent contractor of the Company or any Company Subsidiary has any right to benefits, which are maintained, sponsored or contributed to by the Company or any Company Subsidiary, to which the Company or any Company Subsidiary makes or is required to make contributions with respect to such officers, employees, directors, individual consultants or individual contractors or with regard to which the Company or any Company Subsidiary has or would reasonably be expected to have any liability.

(b) Each Company Plan (if any) has been administered in compliance with its terms and applicable Law, except for non-compliance that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) There are no pending, or, to the Knowledge of the Company, threatened, actions, audits, investigations, suits, proceedings, hearings or claims against any Company Plan (other than ordinary claims for benefits by participants and beneficiaries) or by or on behalf of a current or former officer, director, employee, consultant or independent contractor against the Company or any Company Subsidiary, except for actions, audits, investigations, suits, proceedings, hearing or claims that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.11. **Labour Matters**.

(a) Neither the Company nor any Company Subsidiary is currently experiencing, or, to the Knowledge of the Company, is there now threatened, a strike, picket, work stoppage, work slowdown or other organized labour dispute.

(b) Each of the Company and the Company Subsidiaries is in compliance with all applicable Laws relating to employment, except for non-compliance which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.12. **Taxes**. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Company:

(a) All Tax Returns required to be filed by the Company or any Company Subsidiary have been timely filed, and all such Tax Returns were true, correct and complete in all respects and prepared in compliance with applicable Laws. The Company and the Company Subsidiaries have timely paid (or caused to be paid) all Taxes that are due and payable (other than Taxes that are being contested in good faith and, if required by US GAAP, are reserved for in the Financial Statements).

(b) There are no Liens for amounts of Taxes (other than Liens for Taxes not yet due and payable) upon the assets of the Company or any Company Subsidiary.

(c) There is no audit or Legal Proceeding pending or, to the Knowledge of the Company, proposed or threatened in respect of any Taxes for which the Company or any Company Subsidiary is or may become liable, and neither the Company nor any Company Subsidiary has received written notice of any Tax audit.

(d) Neither the Company nor any Company Subsidiary has granted any extension or waiver of the statute of limitations period, or of the time for assessment or collection, applicable to any Tax or Tax Return (which, for the avoidance of doubt, shall not include any extensions of the statute of limitations period due to extensions of time to file any Tax Return), which period (after giving effect to such extension or waiver) has not yet expired.

(e) Neither the Company nor any Company Subsidiary is a party to or bound by any Contract with any entity (other than the Company or any Company Subsidiary) the principal purpose of which relates to the sharing or allocation of Taxes. Neither the Company nor any Company Subsidiary has any liability for Taxes of any other Person under applicable Law, including by Contract, or as a transferee or successor (except with respect to liability for Taxes pursuant to any Contract the principal purpose of which does not relate to the sharing or allocation of Taxes).

(f) The Company and each of the Company Subsidiaries has complied in all respects with all applicable rules and regulations relating to the payment, collection, withholding and remittance of Taxes (including information reporting requirements), including with respect to payments made to any employee, independent contractor, creditor, shareholder or other third party, and have timely collected, deducted or withheld and paid over to the appropriate Governmental Authority all amounts required to be so collected, deducted or withheld and paid over in accordance with applicable Laws.

(g) No written claim has been made, and to the Knowledge of the Company, there is no reason for a claim to be made, by any Governmental Authority in any jurisdiction where the Company or any Company Subsidiary does not currently file Tax Returns that the Company or the Subsidiary, as applicable, is or may be subject to Tax in that jurisdiction.

(h) There are no rulings, or closing agreements or similar arrangements with any Governmental Authority, with regard to the determination of the Tax liability of any of the Company or the Company Subsidiaries that would have continuing effect on periods (or portions

thereof) ending after the Closing Date. Neither the Company nor any of the Company Subsidiaries has granted to any Person any power of attorney with respect to any Tax matter that will be in force after the Closing Date.

Section 3.13. **Intellectual Property; Information Security**.

(a) The Company and the Company Subsidiaries own or have a valid and enforceable right to use all Intellectual Property material to the conduct of the business of the Company and the Company Subsidiaries (the "**Company Intellectual Property**").

(b) Except as would not have a Material Adverse Effect, to the Knowledge of the Company, the Company Intellectual Property as currently licensed or used by the Company and the Company Subsidiaries, and the Company's and the Company Subsidiaries' conduct of their business as currently conducted, do not infringe, misappropriate or otherwise violate the Intellectual Property of any third party. This Section 3.13(b) constitutes the sole representation and warranty of the Company under this Agreement with respect to any actual or alleged infringement, misappropriation or other violation by the Company of the Intellectual Property of any other Person.

(c) The Company and the Company Subsidiaries have taken commercially reasonable steps to protect the material IT Systems. The Company and the Company Subsidiaries have in place commercially reasonable disaster recovery plans, procedures and facilities for the IT Systems and have taken commercially reasonable steps to safeguard the security of the IT Systems. To the Knowledge of the Company, there have been no unauthorized intrusions or breaches of the security of the IT Systems that, pursuant to any applicable Law, would require the Company or any Company Subsidiary to notify customers or employees of such breach or intrusion.

Section 3.14. **Real Property**. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) each lease or sublease of real property to the Company or a Company Subsidiary is valid, legally binding, enforceable and in full force and effect, (b) none of the Company or any Company Subsidiary is in breach of or default under any such lease or sublease, and (c) no event has occurred which, with notice, lapse of time or both, would constitute a breach or default by any of the Company or the Company Subsidiaries or permit termination, modification or acceleration by any third party thereunder.

Section 3.15. **Environmental Matters**.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(i) no notice, notification, demand, request for information, citation, summons, complaint or Order has been received, no penalty has been assessed, no Legal Proceeding is pending or to the Knowledge of Company is threatened by any Governmental Entity or other Person against, and to the Knowledge of the Company no investigation is pending or threatened by any Governmental Entity with respect to, the Company or any Company Subsidiary or, to the Knowledge of the Company, against any Person whose liability the Company or any Company Subsidiary has or may have retained or assumed either contractually or by operation of law, in each case relating to or arising out of any Environmental Law;

(ii) the Company and the Company Subsidiaries are, and except for matters that have been fully resolved with the applicable Governmental Entity, since January 1, 2016, have been, in compliance with all Environmental Laws;

(iii) the Company and the Company Subsidiaries are in possession of, and in compliance with, all Licenses under Environmental Laws that are necessary for the conduct of their respective businesses or the occupation of their respective properties, all such Permits are in full force and effect and no suspension of or cancellations with respect thereto are pending or, to the Knowledge of the Company, threatened;

(iv) the Company and the Company Subsidiaries are not conducting or paying for any response or corrective action under any Environmental Law or regarding any release or presence of any Hazardous Material at any location and have not received any unresolved demand related to any such response or corrective action or release or presence of Hazardous Materials;

(v) there has been no release, treatment, storage, disposal, arrangement for or permission to dispose of, transportation, handling, manufacturing, or distribution of, or exposure of any Person to, any Hazardous Materials at any real property currently or, to the Knowledge of the Company, formerly owned, leased or operated by the Company or any Company Subsidiary or, to the Knowledge of the Company, at any offsite disposal location used by the Company or any Company Subsidiary to dispose of any Hazardous Materials, in each case in a manner that would give rise to a current or future material liability of the Company or any Company Subsidiary or, to the Knowledge of the Company, of any Person whose liability the Company or any Company Subsidiary has or may have retained or assumed either contractually or by operation of law, under any Environmental Law;

(vi) the Company and the Company Subsidiaries have not entered into an indemnity with respect to or, to the Knowledge of the Company, otherwise assumed or become subject to, any liability of any other Person relating to Environmental Laws or Hazardous Materials;

(vii) the Company and the Company Subsidiaries are not subject to any Legal Proceedings regarding exposure to any Hazardous Material in any product or to the presence or alleged presence of any Hazardous Material in or upon any property, premises or facility and all Hazardous Materials present at the real property owned by the Company or any of the Company Subsidiaries and, to the extent under the control of the Company or any Company Subsidiary, at any real property leased by the Company or any Company Subsidiary are managed in compliance with all Environmental Laws; and

(viii) the Company and the Company Subsidiaries are not party to any Order that imposes any obligations under any Environmental Law or regarding any Hazardous Material.

(b) The representations and warranties in this Section 3.16, together with the representations and warranties in Section 3.5, Section 3.6 and Section 3.14, are the sole and

exclusive representations and warranties of the Company pertaining to environmental matters, including Environmental Laws.

Section 3.16. **Financial Advisors**. None of the Company, the Company Subsidiaries or any of their officers, directors or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the Merger, except that, in connection with this Agreement, the Company has retained Clarksons Securities AS as its financial advisor, on terms that have been Previously Disclosed to Merger Sub. As of the date of this Agreement, the Company has received an opinion of Clarksons Securities AS issued to the Company Board, to the effect that, as of the date of the opinion, the Per Share Consideration is fair from a financial point of view to the holders of Company Common Shares.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub represent and warrant to the Company as follows:

Section 4.1. **Organization, Standing and Authority**.

(a) Each of Parent and Merger Sub is an exempted company limited by shares duly organized, validly existing and in good standing under the Laws of the Cayman Islands or Bermuda respectively.

(b) Each of Parent and Merger Sub is duly qualified to do business and is in good standing in all jurisdictions where its ownership or leasing of property or assets or its conduct of business requires them to be so qualified, except where the failure to be so qualified or in good standing would not reasonably be expected to affect the enforceability of this Agreement or to prevent, hinder or delay the consummation of the Merger or the performance by Parent and Merger Sub of their respective obligations hereunder.

Section 4.2. **Power**. Each of Parent and Merger Sub has all the corporate or equivalent power and authority to carry on its business as it is now being conducted, to own all its properties and assets, to execute, deliver and perform its obligations under this Agreement and the Statutory Merger Agreement, and to consummate the Merger on the terms set forth herein and therein.

Section 4.3. **Authority**. Each of Parent and Merger Sub has duly authorized, executed and delivered this Agreement and has taken all corporate action necessary in order to execute and deliver this Agreement and the Statutory Merger Agreement. This Agreement, the Statutory Merger Agreement and the Contemplated Transactions have been authorized by all corporate action necessary on the part of Parent and Merger Sub. Assuming due execution by the Company, this Agreement is, and the Statutory Merger Agreement when executed by Parent and Merger Sub will be, valid and legally binding obligations of each of Parent and Merger Sub, enforceable against it in accordance with their terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights or by general principles of equity).

Section 4.4. **Approvals; No Conflicts**.

(a) The execution, delivery and performance of this Agreement and the consummation of the Merger do not and will not (i) conflict with or violate any provision of the Organizational Documents of Parent or Merger Sub, (ii) conflict with or violate, or constitute a default or result in the creation of a right of acceleration, termination or amendment under, any Contract to which Parent or Merger Sub is a party or to which Parent or Merger Sub or any of its respective properties is subject or (iii) require Parent or Merger Sub, to obtain any Consent or give any notice under any such Contract or (iv) conflict with or violate any Law applicable to Merger Sub except, in the cases of clauses (ii), (iii) and (iv), for any such Impact that would not, individually or in the aggregate, reasonably be expected to prevent, hinder or delay consummation of the Merger.

Section 4.5. **Litigation**. At the date of this Agreement, there is no Legal Proceeding pending or, to Parent's or Merger Sub's Knowledge, threatened against or affecting Parent or Merger Sub or affecting any of its or assets that individually or in the aggregate with other such Legal Proceedings has resulted in or, if adversely determined, reasonably would be expected to prevent, impede or delay the consummation of the Merger. At the date of this Agreement, there is no Order outstanding against or affecting Parent or Merger Sub except for Orders that have not had and would not reasonably be expected to prevent, impede or delay the consummation of the Merger. There is no Legal Proceeding pending or, to the Knowledge of Parent or Merger Sub, threatened, that seeks to restrain or prohibit or otherwise challenge the legality or validity of any of the Merger.

Section 4.6. **Funds Required**. Parent and/or Merger Sub has available to it, and will have at the Effective Time, the funds necessary to consummate the Merger on the terms contemplated by this Agreement.

Section 4.7. **Authorized But Unissued Share Capital.** Parent has sufficient authorized but unissued share capital to issue the Merger Share Consideration required pursuant to the Merger on the terms contemplated by this Agreement, and is able to issue any such shares without approval of its shareholders or the approval or consent of any Governmental Authority.

Section 4.8. **No Inducement or Reliance; Independent Assessment**.

(a) In determining to enter into this Agreement, none of the Parent or Merger Sub Parties has relied upon any representation, warranty or statement, whether express or implied and whether oral or written, that is not expressly set forth in Article III. None of the Company Parties has made or is making any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Company or any Company Subsidiary or the Merger, except for the representations and warranties made by the Company that are expressly set forth in Article III. None of the Company Parties will have or be subject to any liability to Parent, any Merger Sub Party or any other Person resulting from the distribution to Parent, any Merger Sub Party, or the use by Parent or any Merger Sub Party, of any information provided in any form to Parent or any Merger Sub Party (including information provided through any virtual data room) before or after the date of this Agreement in connection with the negotiation of this Agreement or the Contemplated Transactions. Each of Parent and Merger Sub has made its own independent

investigation, review and analysis regarding the Company, the Company Subsidiaries and the Contemplated Transactions, which investigation, review and analysis were conducted by Parent and Merger Sub together with expert advisors, including legal counsel, that it has engaged for such purpose and, in making the determination to enter into this Agreement and to proceed with the Merger, Parent, Merger Sub and the other Merger Sub Parties have relied on the results of their own independent investigation.

(b) Without limiting the generality of Section 4.8(a), Parent and Merger Sub acknowledge and agree that none of the Company Parties has made, is making or will make any representation or warranty, express or implied, as to the prospects of the Company or any Company Subsidiary after the consummation of the Merger or their potential profitability or with respect to any business plans or any forecasts, projections or estimates of revenues, profits, cash flows or other financial performance measures that have been or may in the future be made available to Parent, Merger Sub or any of the other Merger Sub Parties in connection with their review of the Company and the Company Subsidiaries or the Merger.

Section 4.9. **No Insider Information**. As at the date of this Agreement, Parent has disclosed all information as required by the Oslo Stock Exchange rules and market abuse regulations applicable to the Parent in Norway, other than any insider information related to or connected to this Agreement and the Merger.

Section 4.10. **No Dividend or Distribution**. As of the date of this Agreement, Parent has not declared a dividend or distribution in respect of Parent Shares which remains unpaid, and shall not declare or pay any dividend or distribution in respect of Parent Shares unless the Merger Share Consideration has been issued following the Effective Time.

ARTICLE V

CONDUCT PRIOR TO THE EFFECTIVE TIME

Section 5.1. **Conduct of Business by the Company**.

(a) Except as otherwise expressly required or permitted by this Agreement from the date of this Agreement until the termination of this Agreement pursuant to its terms or the Effective Time, the Company shall, and shall cause each of the Company Subsidiaries to, use commercially reasonable efforts to carry on its business in the ordinary course, in substantially the same manner as heretofore conducted and in compliance in all material respects with all applicable Law.

(b) Without limiting the generality of Section 5.1(a), except as necessary to comply with applicable Law or as permitted or required by the terms of this Agreement, without the written consent of Parent and Merger Sub (not to be unreasonably withheld, conditioned or delayed), from the date of this Agreement until the earlier of the termination of this Agreement pursuant to its terms or the Effective Time, the Company shall not do any of the following, and shall not permit any of the Company Subsidiaries to do any of the following:

(i) declare, set aside or pay any dividends on or make any other actual, constructive or deemed distributions (whether in cash, shares, equity securities or property) in

respect of any shares or share subdivision, share consolidation or reclassify any shares or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for any shares other than a cash management transaction between the Company and any wholly-owned Subsidiary, or between wholly-owned Subsidiaries of the Company;

(ii) redeem, repurchase, cancel or otherwise acquire or offer to redeem, repurchase, or otherwise acquire, directly or indirectly, any of its shares or the shares of the Company Subsidiaries;

(iii) authorize for issuance, issue, deliver, sell, pledge or otherwise encumber or subject to any Lien any shares, ownership interests, voting securities or any other equity interests or securities (including share appreciation rights, phantom shares or similar instruments) exercisable or convertible into shares, interests, securities, or subscriptions, rights, warrants or options to acquire any shares or any securities convertible into shares, or enter into other agreements or commitments obligating it to issue any such securities or rights, other than grants of Company Equity Awards in effect on the date of this Agreement, in each case in the ordinary course of business.

(iv) propose, cause or permit any amendments or restatements to any Organizational Document of the Company or any Company Subsidiary;

(v) amalgamate, merge or consolidate the Company or any Company Subsidiary with any Person or adopt or propose a plan of complete or partial liquidation or dissolution of the Company or any Company Subsidiary or adopt resolutions providing for an amalgamation, merger or consolidation or a complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or any Company Subsidiary;

(vi) (A) acquire (by amalgamation, merger, consolidation or acquisition of shares or other equity interest or of assets of) any other Person or business or any equity interest therein, or (B) acquire any material property or assets in any single transaction or series of related transactions, except for (i) transactions pursuant to existing Contracts the Company is a party to, (ii) purchases of inventory, products or equipment in the ordinary course of business, or (iii) transactions not in excess of $1,000,000 individually or $5,000,000 in the aggregate

(vii) enter into any binding agreement, agreement in principle, letter of intent, memorandum of understanding or similar agreement with respect to any joint venture, joint development, strategic partnership or alliance that is material, individually or in the aggregate, to the business of the Company and the Company Subsidiaries, taken as a whole;

(viii) sell, lease, exclusively license, sublicense, covenant not to assert, abandon, allow to lapse, encumber, pledge, transfer, lease or otherwise convey or dispose of any properties or assets material to the business of the Company and the Company Subsidiaries, except for (A) sales of inventory, products or equipment in the ordinary course of business, (B) transactions not in excess of $1,000,000 individually or $5,000,000 in the aggregate, (C) non-exclusive licenses of Intellectual Property granted in the ordinary course of business, or (D) abandonment of patent applications to the extent such abandonment is commercially reasonable in the normal course of prosecution of such patent applications;

(ix) make any loans, advances or capital contributions to any Person, other than: (A) loans or investments by it or a wholly-owned Subsidiary of it to or in it or any wholly-owned Subsidiary of it or (B) made in the ordinary course of business that do not exceed $1,000,000 individually or $5,000,000 in the aggregate;

(x) except as required by US GAAP or applicable Law, make any material change in its methods, principles or practices of accounting;

(xi) make or change any material Tax election, adopt or change any accounting method in respect of Taxes, incur any material liability for Taxes other than in the ordinary course of business, prepare any Tax Returns in a manner which is materially inconsistent with the past practices of the Company or any applicable Company Subsidiary, as applicable, file any amended Tax Return, enter into any material closing agreement in respect of Taxes, settle or compromise any material Tax liability or consent to any extension or waiver of any limitation period with respect to Taxes;

(xii) except as required by US GAAP or applicable Law, materially revalue any of its properties or assets other than in the ordinary course of business;

(xiii) waive, release, assign, pay, discharge, settle, satisfy or compromise any threatened or actual litigation or any dispute that would reasonably be expected to lead to litigation (whether or not commenced prior to the date of this Agreement), other than (x) the payment, discharge, settlement or satisfaction, solely for cash in amounts (A) not exceeding $1,000,000 individually or $5,000,000 in the aggregate, in the ordinary course of business, (B) as reserved against in full in the Company Balance Sheet, or (C) as covered by existing insurance policies, (y) the discharge, settlement or satisfaction of any such litigation or dispute that does not involve any payment by the Company or any Company Subsidiary and does not impose any material obligation on the Company or any Company Subsidiary;

(xiv) except as required by any collective bargaining agreement or other Contract with any labour union or association representing any employee of the Company or any Company Subsidiary or otherwise binding on or applicable to the Company or any Company Subsidiary pursuant to applicable Law, (A) increase the amount of compensation or the pension, welfare or fringe benefits of, pay any bonus to or grant severance or termination pay to any Company employee, other than increases or payments in the ordinary course of business consistent with past practices, (B) materially increase or commit to materially increase the benefits or expand the eligibility under any Company Plan (including any severance plan or arrangement), adopt or amend or make any commitment to adopt or amend any Company Plan in any material respect or make any material contribution, (C) waive any share repurchase rights (D) enter into any employment, severance, termination or indemnification understanding or agreement with any Company employee who is an executive officer or enter into any collective bargaining, works council or trade union agreement (other than offer letters entered into in the ordinary course of business with employees who are terminable "at will"), (E) materially amend or modify any awards under any Company Plan, (F) plan, announce, implement or effect any reduction in force, lay-off, or early retirement program;

(xv) except as incurred in connection with the repair or replacement of facilities destroyed or damaged due to casualty or accident (whether or not covered by insurance) or otherwise as required by applicable Law, make or commit to make in any period of three (3) consecutive calendar months any capital expenditures or commitment exceeding in the aggregate five percent (5%) of the budgeted amounts therefor;

(xvi) incur or assume any Indebtedness other than (w) Indebtedness incurred in the ordinary course of business, under letters of credit, lines of credit or other credit facilities or arrangements as in effect on the date of this Agreement, or any replacements or refinancings thereof, in an amount that would cause the aggregate principal balance thereof to exceed $330,000,000, (x) guarantees and letters of credit of the Company or any Company Subsidiary in the ordinary course of business in an amount not to exceed $5,000,000 in the aggregate, or any replacements or refinancings thereof, (y) loans or advances to direct or indirect wholly owned Subsidiaries and (z) in connection with the financing of ordinary course trade payables;

(xvii) hire or promote, or terminate the employment of (other than for cause) any officer-level employee of the Company or any of the Company's material Subsidiaries with a title at or above the vice president level;

(xviii) forgive any loans to any of its employees, officers or directors or any employees, officers or directors of any Company Subsidiary;

(xix) materially amend or terminate any License or Contract the Company or a Company Subsidiary is a party to, or waive, release or assign any material rights or claims thereunder, in each case, other than in the ordinary course of business;

(xx) enter into any new line of business; or

(xxi) agree (whether or not in writing) to take any of the actions described in clauses (i) through (xx) above.

(c) Each of Parent and Merger Sub agree that, during the period from the date of this Agreement until the Closing Date, it (1) shall not and shall not permit any Merger Sub Party to, take, or agree or commit to take, any action that could reasonably be expected to (A) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, any authorizations, consents, orders, declarations or approvals of any Governmental Authority necessary to consummate the Contemplated Transactions or the expiration or termination of any applicable waiting period, (B) materially increase the risk of any Governmental Authority entering an Order prohibiting or impeding the consummation of the Contemplated Transactions or (C) otherwise materially delay the consummation of the Contemplated Transactions.

Section 5.2. **Shareholders' Meeting**.

(a) The Company shall, in accordance with applicable Law and the Company's Organizational Documents duly call, give notice of, convene and hold a Special Shareholder Meeting as promptly as practicable after the date hereof for the purpose of considering this Agreement, the Statutory Merger Agreement and the Merger. The Company Board shall

recommend approval and adoption of this Agreement, the Statutory Merger Agreement and the Merger by the Company's shareholders; provided that the Company Board may withdraw, modify or change such recommendation if it has determined in good faith, after consultation with outside legal counsel, that the failure to withdraw, modify or change such recommendation would be inconsistent with the fiduciary duties of the Company Board under applicable Law. The Company shall give Merger Sub at least three (3) Business Days' notice before announcing any such withdrawal, modification or change in its recommendation and shall include in such notice the reasons therefor.

(b) As promptly as reasonably practicable after the execution of this Agreement, the Company shall prepare, in preliminary form, a shareholder notice or proxy statement to be used to solicit approval by the Company's shareholders of the Merger as required by applicable Law, including a notice of Special Shareholder Meeting, and form of proxy, all in such form and substance as the Company shall determine but with the prior written consent of Parent and Merger Sub (such consent not to be unreasonably withheld, delayed or conditioned) and in compliance with all applicable Law (the "**Shareholder Proxy Materials**").

(i) Subject to Section 5.3(c), the Shareholder Proxy Materials will contain the Company Board Recommendation.

(ii) The Company shall cause definitive Shareholder Proxy Materials to be mailed and/or otherwise to be distributed to the holders of Company Common Shares in accordance with the Company's Organizational Documents.

(c) (i) Parent and Merger Sub shall cooperate with the Company in connection with the preparation of the Shareholder Proxy Materials and any other documents required to implement the Merger. Parent and Merger Sub shall promptly provide to the Company all information requested by the Company for inclusion in the Shareholder Proxy Materials or other required documents or in any amendments or supplements thereto.

(ii) Subject to the satisfaction or waiver of the conditions in Section 6.1(a) and (d), Parent and Merger Sub will be bound by the Merger, and Parent and Merger Sub shall cause the Surviving Company to pay the Per Share Consideration pursuant to the Merger and all amounts payable pursuant to Article II.

Section 5.3. **Acquisition Proposals**.

(a) The Company shall, and shall cause the Company Subsidiaries and its and their respective Representatives to, immediately cease any activities, discussions or negotiations with any Persons that may be ongoing with respect to any Acquisition Proposal. The Company shall not, and shall cause the Company Subsidiaries and its and their respective Representatives not to, directly or indirectly, (x) solicit, initiate, knowingly encourage or knowingly facilitate any Acquisition Proposal, provide any confidential or nonpublic information or data to any Person in connection with any Acquisition Proposal, waive or modify any standstill or similar obligation so as to facilitate an Acquisition Proposal, or knowingly take any other action designed or reasonably likely to facilitate or encourage, any inquiries or the making of any proposal that constitutes, or

may reasonably be expected to lead to, any Acquisition Proposal, or (y) participate in any discussions or negotiations with any Person regarding any Acquisition Proposal.

(b) Notwithstanding the provisions of Section 5.3(a), at any time before the Required Company Vote is obtained, the Company Board may, in response to an unsolicited Acquisition Proposal received by the Company after the date of this Agreement, (x) furnish information with respect to the Company and the Company Subsidiaries to the Person making such Acquisition Proposal, pursuant to a confidentiality and standstill agreement executed by such Person, (y) waive any standstill or similar obligation and (z) participate in discussions or negotiations regarding such Acquisition Proposal; provided, however, that any action described in the foregoing clauses (x), (y) and (z) may be taken only after the Company Board has (i) determined in good faith after consultation with its financial advisors and outside legal counsel that such Acquisition Proposal is, or reasonably could be expected to result in, a Superior Proposal, and (ii) provided written notice to Parent and Merger Sub of its intent to furnish information to, or enter into discussions or negotiations with, the Person making such Acquisition Proposal.

(c) Except as provided in this Section 5.3(c), neither the Company Board nor any committee thereof shall (i) fail to include the Company Board Recommendation in the Shareholder Proxy Materials, (ii) withdraw, qualify or modify, or propose publicly to withdraw, qualify or modify, the Company Board Recommendation, (iii) approve, recommend or otherwise declare advisable any Acquisition Proposal, or (iv) fail to recommend against any Acquisition Proposal, in any case described in this Section 5.3(c) within five (5) Business Days after being requested to do so by Merger Sub (it being understood that the Company Board need not recommend against any particular Acquisition Proposal more than once) (any of the actions described in the foregoing clauses (i), (ii), (iii) and (iv) is a "**Change in Company Board Recommendation**") or (v) cause or permit the Company or any Company Subsidiary to enter into any letter of intent or other Contract, commitment or other similar arrangement related to any Acquisition Proposal (other than a confidentiality and standstill agreement to the extent permitted by, and in accordance with, Section 5.3(b)). Notwithstanding the foregoing, if before the Required Company Vote is obtained the Company Board determines in good faith, after consultation with outside counsel and its financial advisors, that it has received a Superior Proposal, the Company Board may, provided that the Company has complied in all respects with its obligations under this Section 5.3, make a Change in Company Board Recommendation if (i) Company first delivers a written notice to Parent and Merger Sub (a "**Notice of Superior Proposal**") advising Parent and Merger Sub that the Company Board has received a Superior Proposal, specifying the material terms and conditions of such Superior Proposal, identifying the Person making the Superior Proposal and indicating that the Company Board intends to effect a Change in Company Board Recommendation, accompanied by a copy of the definitive agreement proposed to be entered into with the Person making the Superior Proposal, (ii) three (3) full Business Days have elapsed since the date on which the Notice of Superior Proposal was delivered (it being understood that any material revision or amendment to the terms of such Superior Proposal shall require a new notice to Parent and Merger Sub and one (1) full Business Day to have elapsed following delivery of the new notice) and (iii) the Company executes a definitive agreement to implement such Superior Proposal, terminates this Agreement pursuant to Section 7.1(g).

(d) The Company shall immediately advise Parent and Merger Sub of any Acquisition Proposal and the material details thereof. The Company will promptly provide Parent

and Merger Sub with any material documents received from any such Person (including documents furnished in electronic form) and promptly provide Parent and Merger Sub such information as Parent and Merger Sub reasonably may request regarding any Acquisition Proposal.

(e) Nothing in this Agreement shall prevent the Company or the Company Board from complying with its disclosure obligations under applicable Law with respect to an Acquisition Proposal.

Section 5.4. **Access and Investigation**.

(a) Until the earlier of (i) the Closing Date and (ii) the termination of this Agreement in accordance with its terms, subject to applicable Law, the Company will, and will cause the Company Subsidiaries to, provide Parent and Merger Sub and their Representatives with (x) reasonable access, during normal business hours, to the offices, properties and books and records of the Company and the Company Subsidiaries; and (y) other documents and information regarding the Company and the Company Subsidiaries, in each case as reasonably requested by Parent and/or Merger Sub and upon reasonable prior notice.

(b) Notwithstanding the foregoing, (i) the Company and the Company Subsidiaries will not be required to provide access to (x) individual performance or evaluation records, medical histories or other information the disclosure of which reasonably could be expected to subject the Company or any Company Subsidiary to a risk of liability, (y) information or other material that any of the Company or the Company Subsidiaries is prohibited by Law or Contract from disclosing, or (z) information or other material that is subject to attorney-client or similar privilege, and (ii) the Company and the Company Subsidiaries may restrict the access contemplated by the preceding paragraph to those Persons who have entered into or are bound by a confidentiality agreement with it and as required by any Law or Contract by which any of the Company or the Company Subsidiaries is bound. In conducting any inspection of or other visit to any premises of the Company or the Company Subsidiaries, Parent and/or Merger Sub and their Representatives will not unreasonably interfere with the business conducted at those premises.

Section 5.5. **[RESERVED]**

Section 5.6. **Indemnification of Officers and Directors**.

(a) Merger Sub and Parent agree that all rights to exculpation, indemnification and advancement of expenses existing as of the date of this Agreement in favor of the current or former directors, officers and employees of the Company or any Company Subsidiary and each person who served at the request or for the benefit of the Company or any Company Subsidiary as a director, manager, officer, member, trustee or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan or enterprise (each, an "**Indemnified Person**") as provided in the respective Organizational Documents of the Company and the Company Subsidiaries and in any Indemnification Agreement (as defined below) will survive the Effective Time and will continue in full force and effect, to the maximum extent such rights to exculpation, indemnification and advancement of expenses are permitted under applicable Law. For six (6) years from the Effective Time, Merger Sub and/or Parent will cause the Company and the Company Subsidiaries to maintain in effect the exculpation, indemnification and advancement

of expenses provisions of such Organizational Documents as in effect as of the date of this Agreement and in all Indemnification Agreements, and will not cause or permit any of them to amend, repeal or otherwise modify any such provisions in any manner that would adversely affect the rights thereunder of the Indemnified Persons. For purposes of this Agreement, "**Indemnification Agreement**" means any indemnification agreement between any of the Company or any Company Subsidiary on the one hand and on the other hand any Indemnified Person, as in effect on the date of this Agreement.

(b) The rights of each Indemnified Person hereunder are in addition to, and not in substitution or limitation of, any other rights such Indemnified Person may have under the Organizational Documents of the Company and the Company Subsidiaries, under any Indemnification Agreement or any other Contract, under any Law, or otherwise. The provisions of this Section 5.6 will survive the Effective Time and expressly are intended to benefit, and are enforceable by, each of the Indemnified Persons and their respective heirs and representatives.

Section 5.7. **Actions and Cooperation**.

(a) Subject to the terms and conditions of this Agreement, each Party will use its commercially reasonable efforts to take, or cause to be taken, in good faith, all actions, and to do, or cause to be done, all things necessary, appropriate or desirable under applicable Laws, to cause the Statutory Merger Agreement and the Merger to be consummated as promptly as reasonably practicable and each Party will cooperate fully with the other Parties to cause such consummation.

(b) Each Party will use its commercially reasonable efforts to file, as soon as reasonably practicable after the date of this Agreement, all notices, reports and other documents that are required to be filed by such Party with any Governmental Authority with respect to the Merger and to submit promptly any additional information requested by any such Governmental Authority. The Parties will respond as promptly as practicable to any inquiries or requests received for additional information or documentation, in each case as may be required in connection with the Merger from any such Governmental Authority.

(c) Merger Sub, Parent and the Company each will cooperate with the other and use, and cause its Subsidiaries to use, commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done, all things necessary, proper or advisable on its part under this Agreement and applicable Law to satisfy the conditions to the Merger set forth herein as promptly as reasonably practicable, including: (i) making all filings (if any) and giving all notices (if any) required to be made and given by such party or any of its Subsidiaries in connection with the Merger (other than the filings and notices contemplated by Sections 5.2 and 5.3, which will be governed by those Sections); (ii) using its commercially reasonable efforts to obtain each Consent (if any) required to be obtained (pursuant to any applicable Law or material Contract, or otherwise) by such Party or any of its Subsidiaries in connection with the Merger; and (iii) using its commercially reasonable efforts to lift (and oppose and defend against any Legal Proceeding seeking to impose) any restraint, injunction or other legal bar to the Merger or challenging any of the foregoing. Each Party will provide the other Parties with a copy of each proposed filing with or other submission to any Governmental Authority relating to the Merger, and will give the other Parties a reasonable time prior to making such filing or other submission in which to review and

comment on such proposed filing or other submission. Each Party will promptly deliver to the others a copy of each such filing or other submission made hereunder, each notice given, and each Consent obtained by, any of them during the period from and after the date of this Agreement until the Closing Date. No Party will agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry relating to the Contemplated Transactions, unless it consults with the other Parties in advance and, to the extent permitted by such Governmental Authority, gives the other Parties the opportunity to attend and participate at such meeting. No Party may consent to any voluntary extension of any statutory deadline or waiting period or to any voluntary delay of the Merger at the behest of any Governmental Authority without the consent of the other Parties.

Section 5.8. **Notification of Certain Matters.**

(a) Until the earlier of (i) the Closing Date and (ii) the termination of this Agreement in accordance with its terms, subject to applicable Law, the Company will promptly notify Merger Sub and Parent in writing of any breach of any covenant or obligation of the Company under this Agreement, to the extent such breach reasonably would be expected to cause any of the conditions to the obligations of Merger Sub and Parent to consummate the Merger to fail to be satisfied. No notification given pursuant to this Section 5.8(a) will limit or otherwise affect any of the representations, warranties, covenants or obligations of the Company contained in this Agreement. The notification obligations in this Section 5.8(a) shall not constitute a covenant or obligation for purposes of Section 6.3(b).

(b) Until the earlier of (i) the Closing Date and (ii) the termination of this Agreement in accordance with its terms, subject to applicable Law, Merger Sub and/or Parent will promptly notify the Company in writing of any breach of any covenant or obligation of Merger Sub, to the extent such breach reasonably would be expected to cause any of the conditions to the obligations of the Company to consummate the Merger to be failed to be satisfied. No notification given pursuant to this Section 5.8(b) will limit or otherwise affect any of the representations, warranties, covenants or obligations of Merger Sub or Parent contained in this Agreement. The notification obligations in this Section 5.8(b) shall not constitute a covenant or obligation for purposes of Section 6.2(b).

Section 5.9. **Public Announcements**. The initial public announcement of the execution of this Agreement will be a joint press release to be reasonably agreed upon by the Company, Parent and Merger Sub. Following the initial press release, the Company, Parent and Merger Sub: (a) will consult with each other before issuing, and provide each other the reasonable opportunity to review and comment upon, and will use their respective commercially reasonable efforts to agree on, any press release or other public statement with respect to the Merger; and (b) except for press releases and public statements required by applicable Law or by obligations pursuant to any listing agreement with any national securities exchange, will not issue any such press release or make any such public statement prior to such consultation, opportunity to review and comment and agreement. Notwithstanding anything herein to the contrary, the restrictions set forth in this Section 5.9 will not apply to any release or public statement made or proposed to be made by the Company in accordance with Section 5.3(c) or by any Party in connection with any dispute between the Parties regarding this Agreement, or the Merger.

Section 5.10. **Shareholder Litigation**. Each Party will (a) promptly advise the other in writing of any Legal Proceeding threatened, commenced or asserted against it or any of its shareholders, directors, officers or Subsidiaries relating to this Agreement or the Merger and (b) give the other Parties the opportunity to reasonably participate in the defense or settlement of any such Legal Proceeding. No compromise or full or partial settlement of any such Legal Proceeding will be agreed without the other Parties' prior written consent, which will not unreasonably be withheld, delayed or conditioned.

Section 5.11. **No Control of the Company's Business.** Without limiting any Party's rights or obligations under this Agreement, nothing contained in this Agreement shall give Merger Sub or Parent, directly or indirectly, the right to control or direct the operations of the Company or the Company Subsidiaries before the Effective Time. Before the Effective Time, the Company shall exercise complete control and supervision over its and the Company Subsidiaries' operations.

ARTICLE VI

CONDITIONS TO THE MERGER

Section 6.1. **Conditions to the Obligations of Each Party to Effect the Merger**. The respective obligations of each Party to consummate the Merger shall be subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Effective Time of the following conditions:

(a) The Merger shall have been approved, and this Agreement and the Statutory Merger Agreement shall have been adopted and approved, by the Required Company Vote in accordance with Bermuda Law.

(b) No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law, statute, rule, regulation, executive order, decree, injunction or other order (whether temporary, preliminary or permanent) which (i) is in effect and (ii) has the effect of making the Merger illegal or otherwise prohibiting, restraining or enjoining the consummation of the Merger (any such law or judgment, a "**Legal Restraint**").

Section 6.2. **Additional Conditions to the Obligations of the Company**. The obligation of the Company to consummate the Merger shall be subject to the satisfaction on or prior to the Effective Time of each of the following conditions, any of which may be waived, in writing, exclusively by the Company:

(a) The representations and warranties of Merger Sub and Parent contained in this Agreement shall be true and correct in all respects (without regard to materiality qualifiers or other similar qualifiers contained therein), at the date hereof and as of the Closing Date, except for failures to be true and correct that have not had, and could not reasonably be expected to prevent, hinder or delay the performance by Merger Sub and Parent of their obligations hereunder; provided, however, that any representation or warranty of Merger Sub that is made only as of a specific date shall be required to be true and correct (to the extent specified in this Section 6.2(a)) only as of the specific date.

(b) Merger Sub and Parent shall have performed in all material respects all of its covenants and obligations required to be performed by it under this Agreement and the Statutory Merger Agreement at or prior to the Effective Time.

Section 6.3. **Additional Conditions to the Obligations of Merger Sub and Parent**. The obligations of Merger Sub and Parent to consummate the Merger shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by Merger Sub and Parent:

(a) The representations and warranties of the Company contained in Sections 3 of this Agreement shall be true and correct in all respects at the date hereof and as of the Closing Date, except in the case of representations and warranties for failures to be true and correct that have not had, and would not reasonably be expected to have, a Material Adverse Effect; provided, however, that, any representation or warranty of the Company that is made only as of a specific date shall be required to be true and correct only as of the specific date.

(b) The Company shall have performed in all material respects all of its covenants and obligations required to be performed by it under this Agreement at or prior to the Effective Time.

(c) Since the date of this Agreement, no Material Adverse Effect shall have occurred.

ARTICLE VII

TERMINATION

Section 7.1. **Termination**. This Agreement may be terminated:

(a) by mutual written consent of the Company, Parent and Merger Sub, at any time prior to the Effective Time;

(b) by the Company, Parent or Merger Sub, upon written notice to the other Parties, if the Effective Time shall not have occurred by 5:00 p.m. Oslo time on the first anniversary of the date hereof (the "**End Date**"); provided, however, that a Party will not be permitted to terminate this Agreement pursuant to this Section 7.1(b) if the failure to consummate the Merger by the End Date principally has been caused by, or principally has resulted from, a failure by such Party to perform any covenant or obligation required to be performed by such Party pursuant to this Agreement;

(c) by the Company, Parent or Merger Sub, upon written notice to the other, at any time before the End Date, if any court of competent jurisdiction or other Governmental Authority shall have issued a final and non-appealable Order, or shall have taken any other action, having the effect of permanently restraining, enjoining or otherwise prohibiting the consummation of the Merger;

(d) by the Company, Parent or Merger Sub, upon written notice to the other, if the Required Company Vote shall not have been obtained;

(e) by Parent and/or Merger Sub, at any time before the Required Company Vote is obtained, upon written notice to the Company, if a Triggering Event shall have occurred;

(f) by Parent and/or Merger Sub, upon written notice to the Company, if there shall have been a breach of any representation, warranty, covenant or agreement of the Company contained in this Agreement, which breach (i) would, individually or in the aggregate with all other such breaches, cause the failure of a condition set forth in Section 6.3(a) or Section 6.3(b) and (ii) is incapable of being cured before the End Date by the Company or is not cured within thirty (30) days of written notice of such breach from Merger Sub to the Company;

(g) by the Company, at any time before the Required Company Vote is obtained, upon written notice to Parent and Merger Sub, in order to enter into a definitive agreement with a third party providing for a Superior Proposal in accordance with Section 5.3(c).

Section 7.2. **Effect of Termination**. Upon a termination of this Agreement in accordance with Section 7.1, this Agreement will be of no further force or effect; provided, however, that (i) this Section 7.2, Section 7.3 and Article VIII, will survive the termination of this Agreement and will remain in full force and effect and (ii) the termination of this Agreement will not relieve any Party of liability for any Willful Breach by such Party that occurred before the termination. Parent and Merger Sub acknowledge and agree that, without in any way limiting the Company's rights under Section 8.10, recoverable damages of the Company hereunder shall not be limited by the terms of this Agreement to reimbursement of expenses or out-of-pocket costs, and the Company shall be entitled to seek and recover damages based upon, among other things, the benefit of the bargain lost by the shareholders of the Company (including "lost premium"), taking into consideration relevant matters including the total amount payable to the Company's shareholders under this Agreement, the time value of money and any benefit to Parent and/or Merger Sub. The Parties acknowledge and agree that nothing in this Section 7.2 shall affect their respective rights to specific performance under Section 8.10.

Section 7.3. **Expenses**.

(a) Except as otherwise expressly provided elsewhere in this Agreement, all fees and expenses incurred in connection with this Agreement, the Statutory Merger Agreement and the Merger will be paid by the Party incurring such expenses, whether or not the Merger is consummated.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. **Amendment**. This Agreement may be amended or supplemented by the Parties by action taken or authorized by or on behalf of their respective boards of directors at any time before the Effective Time (before or after the Required Company Vote is obtained); provided, however, that after the Required Company Vote is obtained, no amendment will be made which under applicable Law requires further approval of the shareholders of the Company without the further approval of such shareholders. This Agreement may not be amended or supplemented

except by an instrument in writing executed and delivered by duly authorized officers on behalf of each of the Parties.

Section 8.2. **Extension; Waiver**.

(a) At any time before the Effective Time, Parent, Merger Sub or the Company may, to the extent permitted by applicable Law, (i) extend the time for the performance of any of the obligations or other acts of the other (including the other's Subsidiaries), (ii) waive any inaccuracies in the representations and warranties of the other contained herein or in any document delivered pursuant hereto or (iii) waive compliance by the other with any of the agreements or conditions contained herein. Any agreement to any such extension or waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer of the Party against which such waiver or extension is to be enforced.

(b) No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, will operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy will preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Party will be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver will not be applicable or have any effect except in the specific instance in which it is given.

Section 8.3. **No Survival of Representations and Warranties; Survival of Covenants**. None of the representations and warranties contained in this Agreement or in any certificate delivered pursuant to this Agreement will survive the Effective Time. Except for any covenant or agreement that by its terms contemplates performance after the Effective Time, none of the covenants or agreements of the Parties contained in this Agreement shall survive the Effective Time.

Section 8.4. **Entire Agreement; Counterparts**. This Agreement, the Statutory Merger Agreement, and the Exhibits and Schedules to this Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among or between any of the Parties with respect to the subject matter hereof and thereof. This Agreement may be executed in several counterparts, including by facsimile or electronic delivery, each of which will be deemed an original and all of which will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery will be sufficient to bind the Parties to the terms of this Agreement.

Section 8.5. **Governing Law; Jurisdiction**.

(a) This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Bermuda, without giving effect to its principles or rules of conflict of Laws and each Party submits to the non-exclusive jurisdiction of the courts of Bermuda.

Section 8.6. **Representations**. The representations and warranties in this Agreement are the product of negotiations among the Parties and are for the sole benefit of the Parties. Any inaccuracies in such representations and warranties are subject to waiver by the Parties in accordance with Section 8.2 without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the Parties of risks associated with particular matters regardless of the Knowledge of any of the Parties. Consequently, Persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date hereof or as of any other date.

Section 8.7. **Assignability; Third Party Beneficiaries**.

(a) This Agreement will be binding upon and will be enforceable by and inure solely to the benefit of, the Parties and their respective successors and assigns. Except for Section 5.6, which is intended to be enforceable by the Indemnified Persons to the extent stated, and for the rights of the Company's shareholders to receive the Per Share Consideration, no provision of this Agreement is intended to confer any right on any Person that is not a Party.

(b) Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party, in whole or in part (whether by operation of law or otherwise) without the prior written consent of the other Parties, and any attempted assignment of this Agreement or any of such rights or obligations by any Party without such consent will be void and of no effect.

Section 8.8. **Notices**. Each notice, request, demand or other communication under this Agreement will be in writing and will be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail, return receipt requested, then such communication will be deemed duly given and made upon receipt; (b) if sent by nationally recognized overnight air courier (such as DHL or Federal Express), then such communication will be deemed duly given and made two (2) Business Days after being sent; (c) if sent by email before 5:00 p.m. (based on the time zone of the receiving party) on any Business Day, then such communication will be deemed duly given and made when receipt is confirmed; (d) if sent by email on a day other than a Business Day and receipt is confirmed, or if sent after 5:00 p.m. (based on the time zone of the receiving party) on any Business Day and receipt is confirmed, then such communication will be deemed duly given and made on the Business Day following the date on which receipt is confirmed; and (e) if otherwise personally delivered to a duly authorized representative of the recipient, then such communication will be deemed duly given and made when delivered to such authorized representative; provided, that, in all cases, such notices, requests, demands and other communications are delivered to the address set forth below, or to such other address as any Party may provide by like notice to the other Parties:

if to the Company:

Shelf Drilling (North Sea), Ltd.
c/o One JLT, Floor 12, Jumeirah Lakes Towers, Dubai, UAE
Attention: Kate Weir
Email: kate.weir@shelfdrilling.com

if to Merger Sub:

Shelf Drilling BidCo, Ltd.
c/o One JLT, Floor 12, Jumeirah Lakes Towers, Dubai, UAE
Attention: Kate Weir
Email: kate.weir@shelfdrilling.com

if to the Parent:

Shelf Drilling, Ltd.
One Capital Place, 3rd Floor, Shedden Road, George Town, PO Box 1564, Grand Cayman, KY1-1110, Cayman Islands
Attention: Kate Weir
Email: kate.weir@shelfdrilling.com

with a copy (which does not constitute notice) to:

Shelf Drilling, Ltd.
c/o One JLT, Floor 12, Jumeirah Lakes Towers, Dubai, UAE
Attention: Kate Weir
Email: kate.weir@shelfdrilling.com

Section 8.9. **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any application in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other application or in any other jurisdiction. If any term or provision or the application thereof is determined by a court of competent jurisdiction to be so invalid or unenforceable, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable term or provision.

Section 8.10. **Enforcement**.

(a) In the event of any breach or threatened breach by any Party of any covenant or obligation of such party contained in this Agreement, each other Party will be entitled to seek: (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation; and (ii) an injunction restraining such breach or threatened breach.

(b) The Parties' rights of specific enforcement are an integral part of the transactions contemplated by this Agreement. Each Party hereby waives any objections to the grant of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by any Party to this Agreement (including any objection on the basis that there is an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity). If a Party seeks an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or an order to enforce specifically the terms and provisions of this Agreement, that Party shall not be required to provide any bond or other security in connection with such order or injunction.

(c) Notwithstanding Section 8.5(b), each Party shall, for the purposes of Section 8.10(a)(ii) only, be entitled to seek injunctive relief in the Supreme Court of Bermuda in the event of any breach or threatened breach by any Party of any covenant or obligation of such Party in this Agreement.

[*Signature page follows.*]

AGREED by the parties through their authorised signatories on the date first written above:

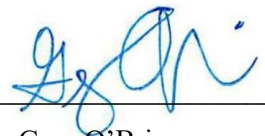
SHELF DRILLING (NORTH SEA), LTD.

By: 

Name: David Mullen

Title: Chairman

SHELF DRILLING, LTD.

By: 

Name: Greg O'Brien

Title: Chief Executive Officer

SHELF DRILLING BIDCO, LTD.

By: 

Name: William Hoffman

Title: Director

Exhibit A

Statutory Merger Agreement

MERGER AGREEMENT

THIS AGREEMENT is made the ____ day of _____ 20___

B E T W E E N:

1. **Shelf Drilling (North Sea), Ltd.,** a Bermuda exempted company having its registered office at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda ("**Company**");

2. **Shelf Drilling, Ltd**., a Cayman Islands exempted company having its registered office at One Capital Place, 3rd Floor, George Town, Grand Cayman KY1-1110 (the "**Parent**"); and

3. **Shelf Drilling BidCo, Ltd**., a Bermuda exempted company having its registered office at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda (the "**Merger Sub**").

W H E R E A S:

(A) The Company and the Merger Sub have agreed to merge pursuant to the provisions of the Companies Act 1981 (the "**Companies Act**"), and their undertaking, property and liabilities shall vest in the Company as the surviving company of the merger which shall continue as a company incorporated in Bermuda on the terms hereinafter appearing (the remaining company to be known in this Agreement as the "**Surviving Company**"); and

(B) This agreement is subject to the approval and adoption by the shareholders of the Company at a special general meeting of the Company's shareholders.

NOW IT IS HEREBY AGREED as follows:

1. The parties hereby agree that the merger shall occur and be effective on the date of the Certificate of Merger issued by the Registrar of Companies (the "**Effective Time**").

2. The memorandum of association of the Surviving Company shall be that of the Company immediately prior to the merger and the Surviving Company shall be called Shelf Drilling (North Sea), Ltd.

3. The names and addresses of the persons proposed to be directors of the Surviving Company are as follows:

Ian Peter Bagshaw
65 Chemin des Plans, 1885
Chesieres, Switzerland

Rita Katrine Lokken Granlund
Permian AIF Depositary AS
Roald Amundsens Gate 6, 0161
Oslo, Norway

William Hoffman
One JLT, Floor 12
Jumeirah Lakes Towers
Dubai, United Arab Emirates

David Mullen
One JLT, Floor 12
Jumeirah Lakes Towers
Dubai, United Arab Emirates

Gregory O'Brien
One JLT, Floor 12,
Jumeirah Lakes Towers

Dubai, United Arab Emirates

4. At the Effective Time, and by virtue of the merger and without any action on the part of the Company, Parent or Merger Sub or the holder of any securities thereof:

(a) each common share, US$0.01 par value of the Company (a "**Company Common Share**") issued and outstanding immediately prior to the Effective Time (other than Company Common Shares converted pursuant to Section 4(c) or cancelled, subject to Section 4(d), Dissenting Shares) shall be cancelled and converted into the right to receive (i) one and one-twentieth (1.05) duly authorized, validly issued, fully paid and non-assessable voting common shares of par value $0.01 per share of Parent (such shares, "**Parent Shares**", and such share consideration, the "**Merger Share Consideration**"); and (ii) an amount in cash equal to NOK 8.00 without interest (such cash consideration, the "**Merger Cash Consideration**" and, together with the Merger Share Consideration and any cash paid in lieu of fractional Parent Shares in accordance with Section 4(f), the "**Per Share Consideration**").

(b) as a result of the merger, at the Effective Time, each holder of a Company Common Share immediately prior to the Effective Time shall cease to have any rights with respect thereto, except (i) the right to receive the Per Share Consideration payable in respect of the Company Common Shares, subject to the terms and conditions hereof, or (ii) in the case of a holder of Dissenting Shares, the rights set forth in Section 4(e);

(c) each common share of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one (1) validly issued and fully paid common share, par value $0.01, of the Surviving Company;

(d) each Company Common Share registered in the name of the Company, Parent, Merger Sub or any direct or indirect Subsidiary of the Company, Parent or Merger Sub immediately prior to the Effective Time (collectively, "**Excluded Shares**") shall be converted into and become one (1) validly issued and fully paid common share, par value $0.01, of the Surviving Company;

(e) each Company Common Share held by a dissenting shareholder for the purposes of Section 106 of the Companies Act (a "**Dissenting Shareholder**") shall not be converted into the right to receive the Per Share Consideration, and shall be cancelled and extinguished and converted into the right to receive payment of fair value pursuant to and subject to Section 106 of the Companies Act (such shares, the "**Dissenting Shares**"); provided that if a Dissenting Shareholder withdraws such claim, such holder's right to receive payment of fair value shall be deemed to have been converted as of the Effective Time into the right to receive the Per Share Consideration in accordance with Section 4(a);

(f) notwithstanding anything in this Agreement to the contrary, no fraction of a Parent Share may be issued in connection with the merger and no dividends or other distributions with respect to Parent Shares shall be payable on or with respect to any fractional share and no such fractional share will entitle the owner thereof to vote or to any rights of a shareholder of Parent. In lieu of the issuance of any such

fractional share, any holder of Company Common Share who would otherwise have been entitled to a fraction of a Parent Share shall be paid cash, without interest, in an amount equal to the product of (i) the fractional share interest to which such holder would otherwise be entitled under this Section 4 multiplied by (ii) the Average Parent Share Price (as defined in the Agreement and Plan of Merger between the Company, Parent and Merger Sub dated _____ September 2024); and

(g) the Merger Share Consideration will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements under the U.S. Securities Act. Merger Share Consideration will therefore only be delivered to each holder of a Company Common Share immediately prior to the Effective Time that are either (i) not U.S. Persons as defined in Regulation S of the U.S. Securities Act, or (ii) "accredited investors" as defined in Regulation D of the U.S. Securities Act (a U.S. Person that is an "accredited investor", an "**Eligible U.S. Shareholder**"). Each U.S. Person holding Company Common Shares immediately prior to the Effective Time that is not an Eligible U.S. Shareholder will receive cash-in-lieu of the Merger Share Consideration following a sale of such Merger Share Consideration as such holder would otherwise be entitled to receive. Such Merger Share Consideration as any holder of Company Common Shares that is a U.S. Person and not an Eligible U.S. Shareholder (a "**non-Eligible U.S. Shareholder**") would otherwise be entitled to, shall be sold by the receiving agent appointed (or such receiving agent's U.S. registered broker-dealer) for the purpose of the merger for the account of and for the risk of the relevant beneficiary with a proportional distribution of net sales proceeds among the non-Eligible U.S. Shareholders. Each holder of a Company Common Share immediately prior to the Effective Time that is a U.S. Shareholder shall make any appropriate representations to, and as requested by or on behalf of, the Company, Parent and/or Merger Sub as to their eligibility to receive any Parent Shares as part of the Merger Share Consideration.

For the purposes of the foregoing, "**Subsidiary"** means, with respect to a person, an entity with respect to which such person directly or indirectly owns, beneficially or of record, (i) an amount of voting securities or other interests in such entity that is sufficient to enable such person to elect at least a majority of the members of such entity's board of directors or other governing body, or (ii) more than 50% of the outstanding equity or voting securities of such entity.

5. The Parent shall issue to the holder of each Company Common Share (other than holders of the Excluded Shares and Dissenting Shares) as registered in the Euronext Securities Oslo ("**VPS**") (and appearing in the share register of the Company in the VPS two trading days after the Effective Time in accordance with the normal settlement cycle in VPS (T+2)) the Merger Share Consideration in respect of such Company Common Share.

6. Upon the merger being effective, the authorised share capital of the Company shall be the authorised share capital of the Surviving Company and the authorised share capital of the Merger Sub shall be cancelled.

7. The bye-laws of the Surviving Company shall be the bye-laws attached in the Schedule hereto.

8. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original but all such counterparts shall constitute one and the same instrument. Delivery of a counterpart signature page by facsimile transmission or by e-mail transmission of an Adobe Portable Document Format file (or similar electronic record) shall be effective as delivery of an executed counterpart signature page.

9. This Agreement shall be governed by and construed in accordance with the laws of Bermuda and the parties hereto submit to the non-exclusive jurisdiction of the courts of Bermuda.

[*Signature page follows*]

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

Shelf Drilling (North Sea), Ltd.

By: _____

Name: _____

Title: _____

Shelf Drilling, Ltd.

By: _____

Name: _____

Title: _____

Shelf Drilling BidCo, Ltd.

By: _____

Name: _____

Title: _____

Schedule
Bye-laws of Surviving Company

Bye-laws of

Shelf Drilling (North Sea), Ltd.

Clarendon House, 2 Church Street

Hamilton HM 11, Bermuda

conyers.com

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INTERPRETATION

1. DEFINITIONS

1.1. In these Bye-laws, the following words and expressions shall, where not inconsistent with the context, have the following meanings, respectively:

"Act"	the Companies Act 1981;
"Alternate Director"	an alternate director appointed in accordance with these Bye-laws;
"Affiliate"	means, as to any person, any other person that, directly or indirectly, controls, or is controlled by, or is under common control with, such person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise;
"Auditor"	includes an individual, company or partnership;
"Board"	the board of directors (including, for the avoidance of doubt, a sole director) appointed or elected pursuant to these Bye-laws and acting by resolution in accordance with the Act and these Bye-laws or the directors present at a meeting of directors at which there is a quorum;
"Chairman"	the chairman of the Board appointed in accordance with Bye-law 46;
"Company"	the company for which these Bye-laws are approved and confirmed;
"Director"	a director of the Company and shall include an Alternate Director;
"Member"	the person registered in the Register of Members as the holder of shares in the Company and, when two or more persons are so registered as joint holders of shares, means the person whose name stands first in the Register of Members as one of such joint

	holders or all of such persons, as the context so requires;
"notice"	written notice as further provided in these Bye-laws unless otherwise specifically stated;
"Officer"	any person appointed by the Board to hold an office in the Company;
"Register of Directors and Officers"	the register of directors and officers referred to in these Bye-laws;
"Register of Members"	the register of members referred to in these Bye-laws;
"Registrar"	DNB Bank ASA, acting through its Registrar's Department (known as "DNB Verdipapirservice");
"Related Party Transaction"	means any transaction, agreement or arrangement between (x) the Company on the one hand, and (y) any Affiliate of the Company and/or any of its subsidiaries, any Officer or Director, any person that is a direct or indirect beneficial owner of 5% or more of the shares of the Company and/or any Affiliate of such a person and/or any immediate family member;
"Resident Representative"	any person appointed to act as resident representative and includes any deputy or assistant resident representative;
"Secretary"	the person appointed to perform any or all of the duties of secretary of the Company and includes any deputy or assistant secretary and any person appointed by the Board to perform any of the duties of the Secretary;
"Treasury Share"	a share of the Company that was or is treated as having been acquired and held by the Company and has been held continuously by the Company since it was so acquired and has not been cancelled; and
"VPS"	the Norwegian Central Securities Depository maintained by Verdipapirsentralen ASA.

1.2. In these Bye-laws, where not inconsistent with the context:

(a) words denoting the plural number include the singular number and *vice versa*;

(b) words denoting the masculine gender include the feminine and neuter genders;

(c) words importing persons include companies, associations or bodies of persons whether corporate or not;

(d) the words:-

(i) "may" shall be construed as permissive; and

(ii) "shall" shall be construed as imperative;

(e) a reference to a statutory provision shall be deemed to include any amendment or re-enactment thereof;

(f) the phrase "issued and outstanding" in relation to shares, means shares in issue other than Treasury Shares;

(g) the word "corporation" means a corporation whether or not a company within the meaning of the Act; and

(h) unless otherwise provided herein, words or expressions defined in the Act shall bear the same meaning in these Bye-laws.

1.3. In these Bye-laws expressions referring to writing or its cognates shall, unless the contrary intention appears, include facsimile, printing, lithography, photography, electronic mail and other modes of representing words in visible form.

1.4. Headings used in these Bye-laws are for convenience only and are not to be used or relied upon in the construction hereof.

SHARES

2. POWER TO ISSUE SHARES

2.1. Subject to these Bye-laws, and Bye-law 2.2 in particular with regard to the issuance of any preference shares, and to any resolution of the Members to the contrary, and without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, the Board shall have the power to issue any unissued shares on such terms and conditions as it may determine.

2.2. Without limitation to the provisions of Bye-law 4, subject to the provisions of the Act, any preference shares may be issued or converted into shares that (at a determinable date or at the option of the Company or the holder) are liable to be redeemed on such terms and in such manner as may be determined by the Board (before the issue or conversion), PROVIDED THAT prior approval for the issuance of such shares is given by resolution of the Members in general meeting.

3. POWER OF THE COMPANY TO PURCHASE ITS SHARES

3.1. The Company may purchase its own shares for cancellation or acquire them as Treasury Shares in accordance with the Act on such terms as the Board shall think fit.

3.2. The Board may exercise all the powers of the Company to purchase or acquire all or any part of its own shares in accordance with the Act.

4. RIGHTS ATTACHING TO SHARES

4.1. At the date these Bye-laws are adopted, the share capital of the Company shall consist of common shares of par value US$0.01 each (the "**Common Shares**").

4.2. The holders of Common Shares shall, subject to these Bye-laws (including, without limitation, the rights attaching to any Preference Shares that may be authorised for issue in the future by the Board pursuant to Bye-law 4.3):

(a) be entitled to one vote per share;

(b) be entitled to such dividends as the Board may from time to time declare;

(c) in the event of a winding-up or dissolution of the Company, whether voluntary or involuntary or for the purpose of a reorganisation or otherwise or upon any distribution of capital, be entitled to the surplus assets of the Company; and

(d) generally be entitled to enjoy all of the rights attaching to shares.

4.3. The holders of Common Shares, subject to these Bye-laws, shall be treated equally unless the Board determines there is just cause for different treatment amongst such holders.

4.4. Subject to obtaining prior approval for the issuance of such shares by resolution of the Members in general meeting pursuant to Bye-law 2.2, the Board is authorised to provide for the issuance of one or more classes of preference shares in one or more series (the "**Preference Shares**"), and to establish from time to time the number of shares to be included in each such series, and to fix the terms, including designation, powers, preferences, rights, qualifications, limitations and restrictions of the shares of each such series (and, for the avoidance of doubt, such matters and the issuance of such Preference Shares shall not be deemed to vary the rights attached to the Common Shares or, subject to the terms of any other series of Preference Shares, to vary the rights attached to any other series of Preference Shares). Subject to obtaining prior approval for the issuance of such shares by resolution of the Members in general meeting pursuant to Bye-law 2.2, the authority of the Board with respect to each series shall include, but not be limited to, determination of the following:

(a) the number of shares constituting that series and the distinctive designation of that series;

(b) the dividend rate on the shares of that series, whether dividends shall be cumulative and, if so, from which date or dates, and the relative rights of priority, if any, of the payment of dividends on shares of that series;

(c) whether the series shall have voting rights, in addition to the voting rights provided by law and, if so, the terms of such voting rights;

(d) whether the series shall have conversion or exchange privileges (including, without limitation, conversion into Common Shares) and, if so, the terms and conditions of such conversion or exchange, including provision for adjustment of the conversion or exchange rate in such events as the Board shall determine;

(e) whether or not the shares of that series shall be redeemable or repurchaseable and, if so, the terms and conditions of such redemption or repurchase, including the manner of selecting shares for redemption or repurchase if less than all shares are to be redeemed or repurchased, the date or dates upon or after which they shall be redeemable or repurchaseable, and the amount per share payable in case of redemption or repurchase, which amount may vary under different conditions and at different redemption or repurchase dates;

(f) whether that series shall have a sinking fund for the redemption or repurchase of shares of that series and, if so, the terms and amount of such sinking fund;

(g) the right of the shares of that series to the benefit of conditions and restrictions upon the creation of indebtedness of the Company or any subsidiary, upon the issue of any additional shares (including additional shares of such series or any other series) and upon the payment of dividends or the making of other distributions on, and the purchase, redemption or other acquisition by the Company or any subsidiary of any issued shares of the Company;

(h) the rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Company, and the relative rights of priority, if any, of payment in respect of shares of that series;

(i) the rights of holders of that series to elect or appoint directors; and

(j) any other relative participating, optional or other special rights, qualifications, limitations or restrictions of that series.

4.5. Any Preference Shares of any series which have been redeemed (whether through the operation of a sinking fund or otherwise) or which, if convertible or exchangeable, have been converted into or exchanged for shares of any other class or classes shall have the status of authorised and unissued Preference Shares of the same series and may be reissued as a part of the series of which they were originally a part or may be reclassified and reissued as part of a new series of Preference Shares to be created by resolution or resolutions of the Board or as part of any other series of Preference Shares, all subject to the conditions and the restrictions on issuance set forth in the resolution or resolutions adopted by the Board providing for the issue of any series of Preference Shares and subject to obtaining prior approval for the issuance of such shares by resolution of the Members in general meeting pursuant to Bye-law 2.2.

4.6. At the discretion of the Board, whether or not in connection with the issuance and sale of any shares or other securities of the Company, the Company may issue securities, contracts, warrants or other instruments evidencing any shares, option rights, securities having conversion or option rights, or obligations on such terms, conditions and other provisions as are fixed by the Board including, without limiting the generality of this authority, conditions that preclude or limit any person or persons owning or offering to acquire a specified number or percentage of the issued Common Shares, other shares, option rights, securities having conversion or option rights, or obligations of the Company or transferee of the person or persons from exercising, converting, transferring or receiving the shares, option rights, securities having conversion or option rights, or obligations.

4.7. All the rights attaching to a Treasury Share shall be suspended and shall not be exercised by the Company while it holds such Treasury Share and, except where required by the Act, all Treasury Shares shall be excluded from the calculation of any percentage or fraction of the share capital, or shares, of the Company.

5. CALLS ON SHARES

5.1. The Board may make such calls as it thinks fit upon the Members in respect of any moneys (whether in respect of nominal value or premium) unpaid on the shares allotted to or held by such Members (and not made payable at fixed times by the terms and conditions of issue) and, if a call is not paid on or before the day appointed for payment thereof, the Member may at the discretion of the Board be liable to pay the Company interest on the amount of such call at such rate as the Board may determine, from the date when such call was payable up to the actual date of payment. The Board may differentiate between the holders as to the amount of calls to be paid and the times of payment of such calls.

5.2. Any amount which, by the terms of allotment of a share, becomes payable upon issue or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Bye-laws be deemed to be an amount on which a call has been duly made and payable on the date on which, by the terms of issue, the same becomes payable, and in case of non-payment all the relevant provisions of these Bye-laws as to payment of interest, costs and expenses, forfeiture or otherwise shall apply as if such amount had become payable by virtue of a duly made and notified call.

5.3. The joint holders of a share shall be jointly and severally liable to pay all calls and any interest, costs and expenses in respect thereof.

5.4. The Company may accept from any Member the whole or a part of the amount remaining unpaid on any shares held by such Member, although no part of that amount has been called up or become payable.

6. FORFEITURE OF SHARES

6.1. If any Member fails to pay, on the day appointed for payment thereof, any call in respect of any share allotted to or held by such Member, the Board may, at any time thereafter during such time

as the call remains unpaid, direct the Secretary to forward such Member a notice in writing in the form, or as near thereto as circumstances admit, of the following:

Notice of Liability to Forfeiture for Non-Payment of Call

Shelf Drilling (North Sea), Ltd. (the "Company")

You have failed to pay the call of [amount of call] made on [date], in respect of the [number] share(s) [number in figures] standing in your name in the Register of Members of the Company, on [date], the day appointed for payment of such call. You are hereby notified that unless you pay such call together with interest thereon at the rate of [ ] per annum computed from the said [date] at the registered office of the Company the share(s) will be liable to be forfeited.

Dated this [date]

_____

[Signature of Secretary] By Order of the Board

6.2. If the requirements of such notice are not complied with, any such share may at any time thereafter before the payment of such call and the interest due in respect thereof be forfeited by a resolution of the Board to that effect, and such share shall thereupon become the property of the Company and may be disposed of as the Board shall determine. Without limiting the generality of the foregoing, the disposal may take place by sale, repurchase, redemption or any other method of disposal permitted by and consistent with these Bye-laws and the Act.

6.3. A Member whose share or shares have been so forfeited shall, notwithstanding such forfeiture, be liable to pay to the Company all calls owing on such share or shares at the time of the forfeiture, together with all interest due thereon and any costs and expenses incurred by the Company in connection therewith.

6.4. The Board may accept the surrender of any shares which it is in a position to forfeit on such terms and conditions as may be agreed. Subject to those terms and conditions, a surrendered share shall be treated as if it had been forfeited.

7. SHARE CERTIFICATES

7.1. Subject to the Act, no share certificates shall be issued by the Company unless, in respect of a class of shares, the Board has either for all or for some holders of such shares (who may be determined in such manner as the Board thinks fit) determined that the holders of such shares may be entitled to share certificates. In the case of a share held jointly by several persons, delivery of a certificate to one of several joint holders shall be sufficient delivery to all.

7.2. Subject to being entitled to a share certificate under the provisions of Bye-law 7.1, the Company shall be under no obligation to complete and deliver a share certificate unless specifically called upon to do so by the person to whom the shares have been allotted.

7.3. If any share certificate shall be proved to the satisfaction of the Board to have been worn out, lost, mislaid, or destroyed the Board may cause a new certificate to be issued and request an indemnity for the lost certificate if it sees fit.

7.4. Notwithstanding any provisions of these Bye-laws:

(a) the Board shall, subject always to the Act and any other applicable laws and regulations and the facilities and requirements of any relevant system concerned, have power to implement any arrangements it may, in its absolute discretion, think fit in relation to the evidencing of title to and transfer of uncertificated shares by means of the VPS system or any other relevant system, and to the extent such arrangements are so implemented, no provision of these Bye-laws shall apply or have effect to the extent that it is in any respect inconsistent with the holding or transfer of shares in uncertificated form; and

(b) unless otherwise determined by the Board and as permitted by the Act and any other applicable laws and regulations, no person shall be entitled to receive a certificate in respect of any share for so long as the title to that share is evidenced otherwise than by a certificate and for so long as transfers of that share may be made otherwise than by a written instrument.

8. FRACTIONAL SHARES

The Company may issue its shares in fractional denominations and deal with such fractions to the same extent as its whole shares and shares in fractional denominations shall have in proportion to the respective fractions represented thereby all of the rights of whole shares including (but without limiting the generality of the foregoing) the right to vote, to receive dividends and distributions and to participate in a winding-up.

REGISTRATION OF SHARES

9. REGISTER OF MEMBERS

9.1. The Board shall cause to be kept in one or more books a Register of Members and shall enter therein the particulars required by the Act. Subject to the provisions of the Act, the Board may resolve that the Company may keep one or more branch registers in any place in or outside of Bermuda, and the Board may make, amend and revoke any such regulations as it may think fit respecting the keeping of such branch registers. The Board may authorise any share on the Register of Members to be included in a branch register or any share registered on a branch register to be registered on another branch register, provided that at all times the Register of Members is maintained in accordance with the Act.

9.2. The Register of Members shall be open to inspection without charge at the registered office of the Company on every business day, subject to such reasonable restrictions as the Board may impose, so that not less than two hours in each business day be allowed for inspection. The Register of Members may, after notice has been given in accordance with the Act, be closed for any time or times not exceeding in the whole thirty days in each year.

10. REGISTERED HOLDER ABSOLUTE OWNER

The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not be bound to recognise any equitable claim or other claim to, or interest in, such share on the part of any other person.

11. TRANSFER OF REGISTERED SHARES

11.1. Subject to the Act and to such of the restrictions contained in these Bye-laws as may be applicable, any Member may transfer all or any of his shares by an instrument of transfer in the usual common form or in any other form which the Board may approve. No such instrument shall be required on the redemption of a share or on the purchase by the Company of a share. Where applicable, all transfers of uncertificated shares shall be made in accordance with and be subject to the facilities and requirements of the transfer of title to shares in that class by means of the VPS system or any other relevant system concerned and, subject thereto, in accordance with any arrangements made by the Board pursuant to Bye-law 7.

11.2. The instrument of transfer shall be signed by (or in the case of a party that is a corporation, on behalf of) the transferor and transferee, provided that, in the case of a fully paid share, the Board may accept the instrument signed by or on behalf of the transferor alone. The transferor shall be deemed to remain the holder of such share until the same has been registered as having been transferred to the transferee in the Register of Members.

11.3. The Board may refuse to recognise any instrument of transfer unless it is accompanied by the certificate in respect of the shares (if one has been issued) to which it relates and by such other evidence as the Board may reasonably require to prove the right of the transferor to make the transfer.

11.4. The joint holders of any share may transfer such share to one or more of such joint holders, and the surviving holder or holders of any share previously held by them jointly with a deceased Member may transfer any such share to the executors or administrators of such deceased Member.

11.5. The Board may refuse to register the transfer of any share, and may direct the Registrar to decline (and the Registrar, to the extent it is able to do so, shall decline if so requested) to register the transfer of any interest in a share held through the VPS, where such a transfer would, in the opinion of the Board, be likely to result in 50% or more of the aggregate issued and outstanding share capital of the Company, or shares of the Company which are attached 50% or more of the votes attached to all issued and outstanding shares of the Company, being held or owned directly or indirectly by individuals or legal persons resident for tax purposes in Norway or, alternatively, such shares being effectively connected to a Norwegian business activity, or the Company otherwise being deemed a Controlled Foreign Company as such term is defined pursuant to Norwegian tax legislation.

11.6. The Board may in its absolute discretion and without assigning any reason therefor refuse to register the transfer of a share which is not fully paid up. The Board shall refuse to register a

transfer unless all applicable consents, authorisations and permissions of any governmental body or agency in Bermuda have been obtained. If the Board refuses to register a transfer of any share the Secretary shall, within three months after the date on which the transfer was lodged with the Company, send to the transferor and transferee notice of the refusal.

11.7. Shares may be transferred without a written instrument if transferred by an appointed agent or otherwise in accordance with the Act.

11.8. Subject to Bye-law 11.5, but notwithstanding anything to the contrary in these Bye-laws, shares that are listed or admitted to trading on an appointed stock exchange may be transferred in accordance with the rules and regulations of such exchange.

12. TRANSMISSION OF REGISTERED SHARES

12.1. In the case of the death of a Member, the survivor or survivors where the deceased Member was a joint holder, and the legal personal representatives of the deceased Member where the deceased Member was a sole holder, shall be the only persons recognised by the Company as having any title to the deceased Member's interest in the shares. Nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by such deceased Member with other persons. Subject to the Act, for the purpose of this Bye-law, legal personal representative means the executor or administrator of a deceased Member or such other person as the Board may, in its absolute discretion, decide as being properly authorised to deal with the shares of a deceased Member.

12.2. Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may be registered as a Member upon such evidence as the Board may deem sufficient or may elect to nominate some person to be registered as a transferee of such share, and in such case the person becoming entitled shall execute in favour of such nominee an instrument of transfer in writing in the form, or as near thereto as circumstances admit, of the following:

Transfer by a Person Becoming Entitled on Death/Bankruptcy of a Member

Shelf Drilling (North Sea), Ltd. (the "Company")

I/We, having become entitled in consequence of the [death/bankruptcy] of [name and address of deceased/bankrupt Member] to [number] share(s) standing in the Register of Members of the Company in the name of the said [name of deceased/bankrupt Member] instead of being registered myself/ourselves, elect to have [name of transferee] (the "Transferee") registered as a transferee of such share(s) and I/we do hereby accordingly transfer the said share(s) to the Transferee to hold the same unto the Transferee, his or her executors, administrators and assigns, subject to the conditions on which the same were held at the time of the execution hereof; and the Transferee does hereby agree to take the said share(s) subject to the same conditions.

DATED this [date]

Signed by:	In the presence of:
_____	_____
Transferor	Witness
Signed by:	In the presence of:
_____	_____
Transferee	Witness

12.3. On the presentation of the foregoing materials to the Board, accompanied by such evidence as the Board may require to prove the title of the transferor, the transferee shall be registered as a Member. Notwithstanding the foregoing, the Board shall, in any case, have the same right to decline or suspend registration as it would have had in the case of a transfer of the share by that Member before such Member's death or bankruptcy, as the case may be.

12.4. Where two or more persons are registered as joint holders of a share or shares, then in the event of the death of any joint holder or holders the remaining joint holder or holders shall be absolutely entitled to such share or shares and the Company shall recognise no claim in respect of the estate of any joint holder except in the case of the last survivor of such joint holders.

ALTERATION OF SHARE CAPITAL

13. POWER TO ALTER CAPITAL

13.1. The Company may if authorised by resolution of the Members divide, consolidate, subdivide, change the currency denomination of, diminish or otherwise alter or reduce its share capital in any manner permitted by the Act.

13.2. The Company may if authorised by resolution of the Members including the affirmative vote of not less than 75% of the votes cast in a general meeting increase its share capital in any manner permitted by the Act.

13.3. Where, on any alteration or reduction of share capital, fractions of shares or some other difficulty would arise, the Board may deal with or resolve the same in such manner as it thinks fit.

14. VARIATION OF RIGHTS ATTACHING TO SHARES

If, at any time, the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound-up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a resolution passed by a majority of the votes cast at a separate general meeting of the holders of the shares of the class at which meeting the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class. The rights conferred upon the holders of the shares of any class or series issued with preferred or other rights shall not, unless

otherwise expressly provided by the terms of issue of the shares of that class or series, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

DIVIDENDS AND CAPITALISATION

15. DIVIDENDS

15.1. The Board may, subject to these Bye-laws and in accordance with the Act, declare a dividend to be paid to the Members, in proportion to the number of shares held by them, and such dividend may be paid in cash or wholly or partly in specie in which case the Board may fix the value for distribution in specie of any assets. No unpaid dividend shall bear interest as against the Company.

15.2. The Board may fix any date as the record date for determining the Members entitled to receive any dividend.

15.3. The Company may pay dividends in proportion to the amount paid up on each share where a larger amount is paid up on some shares than on others.

15.4. The Board may declare and make such other distributions (in cash or in specie) to the Members as may be lawfully made out of the assets of the Company. No unpaid distribution shall bear interest as against the Company.

16. POWER TO SET ASIDE PROFITS

The Board may, before declaring a dividend, set aside out of the surplus or profits of the Company, such amount as it thinks proper as a reserve to be used to meet contingencies or for equalising dividends or for any other purpose.

17. METHOD OF PAYMENT

17.1. Any dividend, interest, or other moneys payable in cash in respect of the shares may be paid through the VPS system or any other relevant system, by cheque or bank draft sent through the post directed to the Member at such Member's address in the Register of Members, or to such person and to such address as the Member may direct in writing, or by transfer to such account as the Member may direct in writing.

17.2. In the case of joint holders of shares, any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or bank draft sent through the post directed to the address of the holder first named in the Register of Members, or to such person and to such address as the joint holders may direct in writing, or by transfer to such account as the joint holders may direct in writing. If two or more persons are registered as joint holders of any shares any one can give an effectual receipt for any dividend paid in respect of such shares.

17.3. The Board may deduct from the dividends or distributions payable to any Member all moneys due from such Member to the Company on account of calls or otherwise.

17.4. Any dividend and/or other moneys payable in respect of a share which has remained unclaimed for 6 years from the date when it became due for payment shall, if the Board so resolves, be forfeited and cease to remain owing by the Company. The payment of any unclaimed dividend or other moneys payable in respect of a share may (but need not) be paid by the Company into an account separate from the Company's own account. Such payment shall not constitute the Company a trustee in respect thereof.

17.5. The Company shall be entitled to cease sending dividend cheques and drafts by post or otherwise to a Member if those instruments have been returned undelivered to, or left uncashed by, that Member on at least two consecutive occasions or, following one such occasion, reasonable enquiries have failed to establish the Member's new address. The entitlement conferred on the Company by this Bye-law 17.5 in respect of any Member shall cease if the Member claims a dividend or cashes a dividend cheque or draft.

18. CAPITALISATION

18.1. The Board may capitalise any amount for the time being standing to the credit of any of the Company's share premium or other reserve accounts or to the credit of the profit and loss account or otherwise available for distribution by applying such amount in paying up unissued shares to be allotted as fully paid bonus shares pro rata (except in connection with the conversion of shares of one class to shares of another class) to the Members.

18.2. The Board may capitalise any amount for the time being standing to the credit of a reserve account or amounts otherwise available for dividend or distribution by applying such amounts in paying up in full, partly or nil paid shares of those Members who would have been entitled to such amounts if they were distributed by way of dividend or distribution.

MEETINGS OF MEMBERS

19. ANNUAL GENERAL MEETINGS

Notwithstanding the provisions of the Act entitling the Members of the Company to elect to dispense with the holding of an annual general meeting, an annual general meeting shall be held in each year (other than the year of incorporation) at such time and place as the Chairman (if any) or any two Directors or any Director and the Secretary or the Board shall appoint.

20. SPECIAL GENERAL MEETINGS

The Chairman (if any) or any two Directors or any Director and the Secretary or the Board may convene a special general meeting whenever in their judgment such a meeting is necessary.

21. REQUISITIONED GENERAL MEETINGS

The Board shall, on the requisition of Members holding at the date of the deposit of the requisition not less than one-tenth of such of the paid-up share capital of the Company as at the date of the deposit carries the right to vote at general meetings, forthwith proceed to convene a special general meeting and the provisions of the Act shall apply.

22. NOTICE

22.1. At least 14 days' notice of an annual general meeting shall be given to each Member entitled to attend and vote thereat, stating the date, place and time at which the meeting is to be held, that the election of Directors will take place thereat, and as far as practicable, the other business to be conducted at the meeting.

22.2. At least 14 days' notice of a special general meeting shall be given to each Member entitled to attend and vote thereat, stating the date, time, place and the general nature of the business to be considered at the meeting.

22.3. Subject to Bye-law 22.6, the Board may fix any date as the record date for determining the Members entitled to receive notice of and to vote at any general meeting.

22.4. A general meeting shall, notwithstanding that it is called on shorter notice than that specified in these Bye-laws, be deemed to have been properly called if it is so agreed by (i) all the Members entitled to attend and vote thereat in the case of an annual general meeting; and (ii) by a majority in number of the Members having the right to attend and vote at the meeting, being a majority together holding not less than 95% in nominal value of the shares giving a right to attend and vote thereat in the case of a special general meeting.

22.5. The accidental omission to give notice of a general meeting to, or the non-receipt of a notice of a general meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

22.6. Notwithstanding any other provisions of these Bye-laws, in relation to any general meeting, or any class meeting of the Members or any adjourned meeting or any poll taken at a meeting or adjourned meeting of which notice is given, the Board may specify in the notice of the meeting or adjourned meeting or in any document sent to the Members by or on behalf of the Board in relation to the meeting, a time and date (a "**Record Date**") which is not more than five (5) days before the date fixed for the meeting (the "**Meeting Date**") and notwithstanding any provision in these Bye-laws to the contrary, in such case:

(a) each person entered in the Register of Members at the Record Date as a Member, or a Member of the relevant class (a "**Record Date Holder**") shall be entitled to attend and vote at the relevant meeting and to exercise all of the rights and privileges of a Member or a Member of the relevant class, as applicable, in relation to that meeting in respect of the shares, or the shares of the relevant class, registered in such Member's name in the Register of Members (including, for the avoidance of doubt, a branch register) at the Record Date;

(b) as regards any shares, or shares of the relevant class, which are registered in the name of a Record Date Holder at the Record Date but are not so registered at the Meeting Date (the "**Relevant Shares**"), each holder of any Relevant Shares at the meeting date shall be deemed to have irrevocably appointed that Record Date Holder as his proxy for the purpose of attending and voting in respect of those Relevant Shares at the relevant

meeting (with power to appoint, or to authorise the appointment of, some other person as proxy), in such manner as the Record Date Holder in his absolute discretion may determine;

(c) accordingly, except through his proxy pursuant to this Bye-law 22.6, a holder of Relevant Shares at the meeting date who is not a Record Date Holder, shall not be entitled to attend or to vote at the relevant meeting, or to exercise any of the rights or privileges of a Member or a Member of the relevant class, in respect of the Relevant Shares at that meeting; and

(d) the entry of the name of a person in the Register of Members as a Record Date Holder shall be sufficient evidence of his appointment as proxy in respect of any Relevant Shares for the purposes of this Bye-law 22.6, but all the provisions of these Bye-laws relating to execution and deposit of an instrument appointing a proxy or any ancillary matter (including the Board's powers and discretions relevant to such matter) shall apply to any instrument appointing any person other than the Record Date Holder as proxy in respect of any Relevant Shares.

22.7 Notwithstanding any other provisions in these Bye-laws, no Member shall be entitled to attend any general meeting unless notice in writing of the intention to attend and vote in person or by proxy signed by or on behalf of the Member (together with the power of attorney or other authority, if any, under which it is signed or a notarially certified copy thereof) addressed to the Secretary is deposited (by post, courier, facsimilie transmission or other electronic means) at the registered office of the Company at least 48 hours before the time appointed for holding the general meeting or the adjournment thereof.

23. GIVING NOTICE AND ACCESS

23.1. A notice may be given by the Company to a Member:

(a) by delivering it to such Member in person, in which case the notice shall be deemed to have been served upon such delivery; or

(b) by sending it by post to such Member's address in the Register of Members, in which case the notice shall be deemed to have been served five days after the date on which it is deposited, with postage prepaid, in the mail; or

(c) by sending it by courier to such Member's address in the Register of Members, in which case the notice shall be deemed to have been served two days after the date on which it is deposited, with courier fees paid, with the courier service; or

(d) by transmitting it by electronic means (including facsimile and electronic mail, but not telephone) in accordance with such directions as may be given by such Member to the Company for such purpose, in which case the notice shall be deemed to have been served at the time that it would in the ordinary course be transmitted; or

(e) by delivering it in accordance with the provisions of the Act pertaining to delivery of electronic records by publication on a website, in which case the notice shall be deemed

to have been served at the time when the requirements of the Act in that regard have been met.

23.2. Any notice required to be given to a Member shall, with respect to any shares held jointly by two or more persons, be given to whichever of such persons is named first in the Register of Members and notice so given shall be sufficient notice to all the holders of such shares.

23.3. In proving service under Bye-laws 23.1(b), (c) and (d), it shall be sufficient to prove that the notice was properly addressed and prepaid, if posted or sent by courier, and the time when it was posted, deposited with the courier, or transmitted by electronic means.

24. POSTPONEMENT OR CANCELLATION OF GENERAL MEETING

The Secretary may, and on the instruction of the Chairman or the Board, the Secretary shall, postpone or cancel any general meeting called in accordance with these Bye-laws (other than a meeting requisitioned under these Bye-laws) provided that notice of postponement or cancellation is given to the Members before the time for such meeting. Fresh notice of the date, time and place for a postponed meeting shall be given to each Member in accordance with these Bye-laws.

25. ELECTRONIC PARTICIPATION AND SECURITY IN MEETINGS

25.1. Members may participate in any general meeting by such telephonic, electronic or other communication facilities or means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.

25.2. The Board may, and at any general meeting, the chairman of such meeting may, make any arrangement and impose any requirement or restriction it or he considers appropriate to ensure the security of a general meeting including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place. The Board and, at any general meeting, the chairman of such meeting are entitled to refuse entry to a person who refuses to comply with any such arrangements, requirements or restrictions.

26. QUORUM AT GENERAL MEETINGS

26.1. At any general meeting two or more persons present throughout the meeting and representing in person or by proxy in excess of 33% of the total voting rights of all issued and outstanding shares in the Company shall form a quorum for the transaction of business, provided that if the Company shall at any time have only one Member, one Member present in person or by proxy shall form a quorum for the transaction of business at any general meeting held during such time.

26.2. If within half an hour from the time appointed for the meeting a quorum is not present, then, in the case of a meeting convened on a requisition, the meeting shall be deemed cancelled and, in any other case, the meeting shall stand adjourned to the same day one week later, at the same time and place or to such other day, time or place as the Secretary may determine. Unless the meeting is adjourned to a specific date, time and place announced at the meeting being adjourned, fresh

notice of the resumption of the meeting shall be given to each Member entitled to attend and vote thereat in accordance with these Bye-laws.

27. CHAIRMAN TO PRESIDE AT GENERAL MEETINGS

Unless otherwise agreed by a majority of those attending and entitled to vote at a general meeting, the Chairman, if there be one who is present, shall act as chairman of such meeting. In his absence a chairman of the meeting shall be appointed or elected by those present at the meeting and entitled to vote.

28. VOTING ON RESOLUTIONS

28.1. Subject to the Act and these Bye-laws, any question proposed for the consideration of the Members at any general meeting shall be decided by the affirmative votes of a majority of the votes cast in accordance with these Bye-laws and in the case of an equality of votes the resolution shall fail.

28.2. No Member shall be entitled to vote at a general meeting unless such Member has paid all the calls on all shares held by such Member.

28.3. At any general meeting a resolution put to the vote of the meeting shall, in the first instance, be voted upon by a show of hands and, subject to any rights or restrictions for the time being lawfully attached to any class of shares and subject to the provisions of these Bye-laws, every Member present in person and every person holding a valid proxy at such meeting shall be entitled to one vote and shall cast such vote by raising his or her hand.

28.4. In the event that a Member participates in a general meeting by telephone, electronic or other communication facilities or means, the chairman of the meeting shall direct the manner in which such Member may cast his vote on a show of hands.

28.5. At any general meeting if an amendment is proposed to any resolution under consideration and the chairman of the meeting rules on whether or not the proposed amendment is out of order, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

28.6. At any general meeting a declaration by the chairman of the meeting that a question proposed for consideration has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in a book containing the minutes of the proceedings of the Company shall, subject to these Bye-laws, be conclusive evidence of that fact.

29. POWER TO DEMAND A VOTE ON A POLL

29.1. Notwithstanding the foregoing, a poll may be demanded by any of the following persons:

(a) the chairman of such meeting; or

(b) at least three Members present in person or represented by proxy; or

(c) any Member or Members present in person or represented by proxy and holding between them not less than one-tenth of the total voting rights of all the Members having the right to vote at such meeting; or

(d) any Member or Members present in person or represented by proxy holding shares in the Company conferring the right to vote at such meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total amount paid up on all such shares conferring such right.

29.2. Where a poll is demanded, subject to any rights or restrictions for the time being lawfully attached to any class of shares, every person present at such meeting shall have one vote for each share of which such person is the holder or for which such person holds a proxy and such vote shall be counted by ballot as described herein, or in the case of a general meeting at which one or more Members are present by telephone, electronic or other communication facilities or means, in such manner as the chairman of the meeting may direct and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded and shall replace any previous resolution upon the same matter which has been the subject of a show of hands. A person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

29.3. A poll demanded for the purpose of electing a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and in such manner during such meeting as the chairman (or acting chairman) of the meeting may direct. Any business other than that upon which a poll has been demanded may be conducted pending the taking of the poll.

29.4. Where a vote is taken by poll, each person physically present and entitled to vote shall be furnished with a ballot paper on which such person shall record his vote in such manner as shall be determined at the meeting having regard to the nature of the question on which the vote is taken, and each ballot paper shall be signed or initialled or otherwise marked so as to identify the voter and the registered holder in the case of a proxy. Each person present by telephone, electronic or other communication facilities or means shall cast his vote in such manner as the chairman of the meeting shall direct. At the conclusion of the poll, the ballot papers and votes cast in accordance with such directions shall be examined and counted by one or more scrutineers appointed by the Board or, in the absence of such appointment, by a committee of not less than two Members or proxy holders appointed by the chairman of the meeting for the purpose, and the result of the poll shall be declared by the chairman of the meeting.

30. VOTING BY JOINT HOLDERS OF SHARES

In the case of joint holders, the vote of the senior who tenders a vote (whether in person or by proxy) shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.

31. INSTRUMENT OF PROXY

31.1. A Member may appoint a proxy by

(a) an instrument in writing in substantially the following form or such other form as the Board may determine from time to time or the Board or the chairman of the meeting shall accept:

Proxy

Shelf Drilling (North Sea), Ltd. (the "Company")

I/We, [insert names here] , being a Member of the Company with [number] shares, HEREBY APPOINT [name] of [address] or failing him, [name] of [address] to be my/our proxy to vote for me/us at the meeting of the Members to be held on [date] and at any adjournment thereof. [Any restrictions on voting to be inserted here.]

Signed this [date]

_____

Member(s)

or

(b) such telephonic, electronic or other means as may be approved by the Board from time to time.

31.2. The appointment of a proxy must be received by the Company at the registered office or at such other place or in such manner as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting at which the person named in the appointment proposes to vote, and appointment of a proxy which is not received in the manner so permitted shall be invalid.

31.3. A Member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf in respect of different shares.

31.4. The decision of the chairman of any general meeting as to the validity of any appointment of a proxy shall be final.

32. REPRESENTATION OF CORPORATE MEMBER

32.1. A corporation which is a Member may, by written instrument, authorise such person or persons as it thinks fit to act as its representative at any meeting and any person so authorised shall be entitled to exercise the same powers on behalf of the corporation which such person represents as that corporation could exercise if it were an individual Member, and that Member shall be deemed to be present in person at any such meeting attended by its authorised representative or representatives.

32.2. Notwithstanding the foregoing, the chairman of the meeting may accept such assurances as he thinks fit as to the right of any person to attend and vote at general meetings on behalf of a corporation which is a Member.

33. ADJOURNMENT OF GENERAL MEETING

33.1. The chairman of a general meeting at which a quorum is present may, with the consent of the Members holding a majority of the voting rights of those Members present in person or by proxy (and shall if so directed by Members holding a majority of the voting rights of those Members present in person or by proxy) adjourn the meeting.

33.2. The chairman of a general meeting may adjourn the meeting to another time and place without the consent or direction of the Members if it appears to him that:

(a) it is likely to be impractical to hold or continue that meeting because of the number of Members wishing to attend who are not present; or

(b) the unruly conduct of persons attending the meeting prevents, or is likely to prevent, the orderly continuation of the business of the meeting; or

(c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.

33.3. Unless the meeting is adjourned to a specific date, place and time announced at the meeting being adjourned, fresh notice of the date, place and time for the resumption of the adjourned meeting shall be given to each Member entitled to attend and vote thereat in accordance with these Bye-laws.

34. WRITTEN RESOLUTIONS

34.1. Subject to these Bye-laws, anything which may be done by resolution of the Company in general meeting or by resolution of a meeting of any class of the Members may be done without a meeting by written resolution in accordance with this Bye-law.

34.2. Notice of a written resolution shall be given, and a copy of the resolution shall be circulated to all Members who would be entitled to attend a meeting and vote thereon. The accidental omission to give notice to, or the non-receipt of a notice by, any Member does not invalidate the passing of a resolution.

34.3. A written resolution is passed when it is signed by (or in the case of a Member that is a corporation, on behalf of) the Members who at the date that the notice is given represent such majority of votes as would be required if the resolution was voted on at a meeting of Members at which all Members entitled to attend and vote thereat were present and voting.

34.4. A resolution in writing may be signed in any number of counterparts.

34.5. A resolution in writing made in accordance with this Bye-law is as valid as if it had been passed by the Company in general meeting or by a meeting of the relevant class of Members, as the case

may be, and any reference in any Bye-law to a meeting at which a resolution is passed or to Members voting in favour of a resolution shall be construed accordingly.

34.6. A resolution in writing made in accordance with this Bye-law shall constitute minutes for the purposes of the Act.

34.7. This Bye-law shall not apply to:

(a) a resolution passed to remove an Auditor from office before the expiration of his term of office; or

(b) a resolution passed for the purpose of removing a Director before the expiration of his term of office.

34.8. For the purposes of this Bye-law, the effective date of the resolution is the date when the resolution is signed by (or in the case of a Member that is a corporation, on behalf of) the last Member whose signature results in the necessary voting majority being achieved and any reference in any Bye-law to the date of passing of a resolution is, in relation to a resolution made in accordance with this Bye-law, a reference to such date.

35. DIRECTORS ATTENDANCE AT GENERAL MEETINGS

The Directors shall be entitled to receive notice of, attend and be heard at any general meeting.

DIRECTORS AND OFFICERS

36. ELECTION OF DIRECTORS

36.1. The Board shall consist of such number of Directors being not less than three Directors and not more than nine Directors as it may determine or such other minimum and maximum numbers as the Members may from time to time determine. If the Company shall at any time have more than one Member, the Board shall comprise at least two Directors who are independent of the Company's largest shareholder from time to time. The Board shall be elected or appointed at the annual general meeting of the Members or at any special general meeting of the Members called for that purpose.

36.2. Where the number of persons validly proposed for re-election or election as a Director is greater than the number of Directors to be elected, the persons receiving the most votes (up to the number of Directors to be elected) shall be elected as Directors, and an absolute majority of the votes cast shall not be a prerequisite to the election of such Directors.

36.3. Only persons who are proposed or nominated in accordance with this Bye-law shall be eligible for election as Directors. Subject to these Bye-laws, any Member, the Board or the nomination committee (if any) may propose any person for re-election or election as a Director. Where any person, other than a Director retiring at the meeting or a person proposed for re-election or election as a Director by the Board or the nomination committee (if any), is to be proposed for election as a Director, notice must be given to the Company of the intention to propose him and

of his willingness to serve as a Director. Whether a Director is to be elected at an annual general meeting or a special general meeting that notice must be given not less than 10 days before the date of such general meeting.

36.4. The Company in general meeting may appoint a nomination committee (the "**nomination committee**"), comprising such number of persons as the Members may determine in general meeting from time to time, and members of the nomination committee shall be appointed by resolution of the Members. Members, the Board and members of the nomination committee may suggest candidates for the election of Directors and members of the nomination committee to the nomination committee provided such suggestions are in accordance with any nomination committee guidelines or corporate governance rules adopted by the Company in general meeting from time to time and Members, Directors and the nomination committee may also propose any person for election as a Director in accordance with Bye-laws 36.2 and 36.3. The nomination committee may or may not recommend any candidates suggested or proposed by any Member, the Board or any member of the nomination committee in accordance with any nomination committee guidelines or corporate governance rules adopted by the Company in general meeting from time to time. The nomination committee may provide recommendations on the suitability of candidates for the Board and the nomination committee, as well as the remuneration of the members of the Board and the nomination committee. The Members at any general meeting may stipulate guidelines for the duties of the nomination committee.

36.5. At any general meeting the Members may authorise the Board to fill any vacancy in their number left unfilled at a general meeting.

37. TERM OF OFFICE OF DIRECTORS

At the general meeting at which these Bye-laws are adopted, unless the Members shall determine such other term of office, the Directors shall be elected or appointed for an initial term of office that expires at the Company's annual general meeting in 2024. At such annual general meeting, and the annual general meeting every two years thereafter, or in the case of the Members determining such other term of office at the applicable general meeting, successors to the Directors shall be elected or appointed for a two year term expiring at the annual general meeting in the applicable year, unless the Members shall determine such other term of office. A Director shall hold office until the annual general meeting for the year in which his term expires, subject to his office being vacated pursuant to Bye-law 40.

38. ALTERNATE DIRECTORS

38.1. At any general meeting, the Members may elect a person or persons to act as a Director in the alternative to any one or more Directors or may authorise the Board to appoint such Alternate Directors.

38.2. Unless the Members otherwise resolve, any Director may appoint a person or persons to act as a Director in the alternative to himself by notice deposited with the Secretary.

38.3. Any person elected or appointed pursuant to this Bye-law shall have all the rights and powers of the Director or Directors for whom such person is elected or appointed in the alternative, provided that such person shall not be counted more than once in determining whether or not a quorum is present.

38.4. An Alternate Director shall be entitled to receive notice of all Board meetings and to attend and vote at any such meeting at which a Director for whom such Alternate Director was appointed in the alternative is not personally present and generally to perform at such meeting all the functions of such Director for whom such Alternate Director was appointed.

(a) An Alternate Director's office shall terminate -

(i) in the case of an alternate elected or appointed by the Members or the Board:

(ii) on the occurrence in relation to the Alternate Director of any event which, if it occurred in relation to the Director for whom he was elected or appointed to act, would result in the termination of that Director's directorship; or

(iii) if the Director for whom he was elected or appointed in the alternative ceases for any reason to be a Director, provided that the alternate whose office terminates in these circumstances may be re-appointed by the Board as an alternate to the person appointed to fill the vacancy; and

(b) in the case of an alternate appointed by a Director:

(i) on the occurrence in relation to the Alternate Director of any event which, if it occurred in relation to his appointor, would result in the termination of the appointor's directorship; or

(ii) when the Alternate Director's appointor revokes the appointment by notice to the Company in writing specifying when the appointment is to terminate; or

(iii) if the Alternate Director's appointor ceases for any reason to be a Director.

39. REMOVAL OF DIRECTORS

39.1. Subject to any provision to the contrary in these Bye-laws, the Members entitled to vote for the election of Directors may, at any special general meeting convened and held in accordance with these Bye-laws, remove a Director, provided that the notice of any such meeting convened for the purpose of removing a Director shall contain a statement of the intention so to do and be served on such Director not less than 14 days before the meeting and at such meeting the Director shall be entitled to be heard on the motion for such Director's removal.

39.2. If a Director is removed from the Board under this Bye-law the Members may fill the vacancy at the meeting at which such Director is removed. In the absence of such election or appointment, the Board may fill the vacancy.

40. VACANCY IN THE OFFICE OF DIRECTOR

40.1. The office of Director shall be vacated if the Director:

(a) is removed from office pursuant to these Bye-laws or is prohibited from being a Director by law;

(b) is or becomes bankrupt, or makes any arrangement or composition with his creditors generally;

(c) is or becomes of unsound mind or dies; or

(d) resigns his office by notice to the Company.

40.2. The Members in general meeting or the Board shall have the power to appoint any person as a Director to fill a vacancy on the Board occurring as a result of the death, disability, disqualification or resignation of any Director or as a result of an increase in the size of the Board and to appoint an Alternate Director to any Director so appointed.

41. REMUNERATION OF DIRECTORS

The remuneration (if any) of the Directors shall be determined by the Company in general meeting and shall be deemed to accrue from day to day. The Directors may also be paid all travel, hotel and other expenses properly incurred by them (or, in the case of a Director that is a corporation, by their representative or representatives) in attending and returning from Board meetings, meetings of any committee appointed by the Board or general meetings, or in connection with the business of the Company or their duties as Directors generally.

42. DEFECT IN APPOINTMENT

All acts done in good faith by the Board, any Director, a member of a committee appointed by the Board, any person to whom the Board may have delegated any of its powers, or any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, or that he was, or any of them were, disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or act in the relevant capacity.

43. DIRECTORS TO MANAGE BUSINESS

The business of the Company shall be managed and conducted by the Board. In managing the business of the Company, the Board may exercise all such powers of the Company as are not, by the Act or by these Bye-laws, required to be exercised by the Company in general meeting.

44. POWERS OF THE BOARD OF DIRECTORS

The Board may:

(a) appoint, suspend, or remove any manager, secretary, clerk, agent or employee of the Company and may fix their remuneration and determine their duties;

(b) exercise all the powers of the Company to borrow money and to mortgage or charge or otherwise grant a security interest in its undertaking, property and uncalled capital, or any part thereof, and may issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party;

(c) appoint one or more Directors to the office of managing director or chief executive officer of the Company, who shall, subject to the control of the Board, supervise and administer all of the general business and affairs of the Company;

(d) appoint a person to act as manager of the Company's day-to-day business and may entrust to and confer upon such manager such powers and duties as it deems appropriate for the transaction or conduct of such business;

(e) by power of attorney, appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Board, to be an attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board) and for such period and subject to such conditions as it may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions so vested in the attorney;

(f) procure that the Company pays all expenses incurred in promoting and incorporating the Company and listing of the shares of the Company;

(g) delegate any of its powers (including the power to sub-delegate) to a committee of one or more persons appointed by the Board which may consist partly or entirely of non-Directors, provided that every such committee shall conform to such directions as the Board shall impose on them and provided further that the meetings and proceedings of any such committee shall be governed by the provisions of these Bye-laws regulating the meetings and proceedings of the Board, so far as the same are applicable and are not superseded by directions imposed by the Board;

(h) delegate any of its powers (including the power to sub-delegate) to any person on such terms and in such manner as the Board may see fit;

(i) present any petition and make any application in connection with the liquidation or reorganisation of the Company;

(j) in connection with the issue of any share, pay such commission and brokerage as may be permitted by law;

(k) authorise any company, firm, person or body of persons to act on behalf of the Company for any specific purpose and in connection therewith to execute any deed, agreement, document or instrument on behalf of the Company; and

(l) take all necessary or desirable actions within its control to ensure that the Company is not deemed to be a Controlled Foreign Company as such term is defined pursuant to Norwegian tax legislation.

45. REGISTER OF DIRECTORS AND OFFICERS

The Board shall cause to be kept in one or more books at the registered office of the Company a Register of Directors and Officers and shall enter therein the particulars required by the Act.

46. APPOINTMENT OF OFFICERS

A Chairman may be appointed by the Members from amongst the Directors. The Board may appoint such other Officers (who may or may not be Directors) as the Board may determine for such terms as the Board deems fit.

47. APPOINTMENT OF SECRETARY

The Secretary shall be appointed by the Board from time to time for such term as the Board deems fit.

48. DUTIES OF OFFICERS

The Officers shall have such powers and perform such duties in the management, business and affairs of the Company as may be delegated to them by the Board from time to time.

49. REMUNERATION OF OFFICERS

The Officers shall receive such remuneration as the Board may determine.

50. CONFLICTS OF INTEREST

50.1. Any Director, or any Director's firm, partner or any company with whom any Director is associated, may act in any capacity for, be employed by or render services to the Company on such terms, including with respect to remuneration, as may be agreed between the parties. Nothing herein contained shall authorise a Director or a Director's firm, partner or company to act as Auditor to the Company.

50.2. A Director who is directly or indirectly interested in a contract or proposed contract with the Company (an "**Interested Director**") shall declare the nature of such interest as required by the Act.

50.3. An Interested Director who has complied with the requirements of the foregoing Bye-law may:

(a) vote in respect of such contract or proposed contract; and/or

(b) be counted in the quorum for the meeting at which the contract or proposed contract is to be voted on,

and no such contract or proposed contract shall be void or voidable by reason only that the Interested Director voted on it or was counted in the quorum of the relevant meeting and the Interested Director shall not be liable to account to the Company for any profit realised thereby.

50.4 Notwithstanding Bye-law 50.3 and save as provided herein, a Director shall not vote, be counted in the quorum or act as chairman at a meeting in respect of (A) his appointment to hold any office or place of profit with the Company or any body corporate or other entity in which the Company owns an equity interest or (B) the approval of the terms of any such appointment or of any contract or arrangement in which he is materially interested (otherwise than by virtue of his interest in shares, debentures or other securities of the Company), provided that, a Director shall be entitled to vote (and be counted in the quorum and act as chairman) in respect of any resolution concerning any of the following matters, namely:

(a) the giving of any security, guarantee or indemnity to him in respect of money lent or obligations incurred by him for the benefit of the Company; or

(b) any proposal concerning any other body corporate in which he is interested directly or indirectly, whether as an officer, Shareholder, creditor or otherwise, provided that he is not the holder of or beneficially interested (other than as a bare custodian or trustee in respect of shares in which he has no beneficial interest) in more than 1% of any class of the issued share capital of such body corporate (or of any third body corporate through which his interest is derived) or of the voting rights attached to all of the issued shares of the relevant body corporate (any such interest being deemed for the purpose of this Bye-law to be a material interest in all circumstances); and

(c) in the case of an Alternate Director, an interest of a Director for whom he is acting as alternate shall be treated as an interest of such Alternate Director in addition to any interest which the Alternate Director may otherwise have.

50.5 If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote, and such question is not resolved by such Director voluntarily agreeing to abstain from voting and not be counted in the quorum of such meeting, such question shall be referred to the chairman of the meeting (except in the event the Director is also the chairman of the meeting, in which case the question shall be referred to the other Directors present at the meeting) and his (or their, as the case may be) ruling in relation to such Director shall be final and conclusive, except in a case where the nature or extent of the interest of the Director concerned has not been fully disclosed.

51. INDEMNIFICATION AND EXCULPATION OF DIRECTORS AND OFFICERS

51.1. The Directors, Resident Representative, Secretary and other Officers (such term to include any person appointed to any committee by the Board and the Chairman) acting in relation to any of the affairs of the Company or any subsidiary thereof and the liquidator or trustees (if any) acting in relation to any of the affairs of the Company or any subsidiary thereof and every one of them (whether for the time being or formerly), and their heirs, executors and administrators (each of which an "**indemnified party**"), shall be indemnified and secured harmless out of the assets of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, or in their respective offices or trusts, and no indemnified party shall be answerable for the acts, receipts, neglects or defaults of the others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, PROVIDED THAT this indemnity shall not extend to any matter in respect of any fraud or dishonesty in relation to the Company which may attach to any of the indemnified parties. Each Member agrees to waive any claim or right of action such Member might have, whether individually or by or in the right of the Company, against any Director or Officer on account of any action taken by such Director or Officer, or the failure of such Director or Officer to take any action in the performance of his duties with or for the Company or any subsidiary thereof, PROVIDED THAT such waiver shall not extend to any matter in respect of any fraud or dishonesty in relation to the Company which may attach to such Director or Officer.

51.2. The Company may purchase and maintain insurance for the benefit of any Director or Officer against any liability incurred by him under the Act in his capacity as a Director or Officer or indemnifying such Director or Officer in respect of any loss arising or liability attaching to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which the Director or Officer may be guilty in relation to the Company or any subsidiary thereof.

51.3. The Company may advance moneys to a Director or Officer for the costs, charges and expenses incurred by the Director or Officer in defending any civil or criminal proceedings against him, on condition that the Director or Officer shall repay the advance if any allegation of fraud or dishonesty in relation to the Company is proved against him.

MEETINGS OF THE BOARD OF DIRECTORS

52. BOARD MEETINGS

The Board may meet for the transaction of business, adjourn and otherwise regulate its meetings as it sees fit. A resolution put to the vote at a Board meeting shall be carried by the affirmative votes of a majority of the votes cast and in the case of an equality of votes the resolution shall fail.

53. NOTICE OF BOARD MEETINGS

A Director may, and the Secretary on the requisition of a Director shall, at any time summon a Board meeting. Notice of a Board meeting shall be deemed to be duly given to a Director if it is given to such Director verbally (including in person or by telephone) or otherwise communicated or sent to such Director by post, electronic means or other mode of representing words in a visible form at such Director's last known address or in accordance with any other instructions given by such Director to the Company for this purpose.

54. ELECTRONIC PARTICIPATION IN MEETINGS

Directors may participate in any meeting by such telephonic, electronic or other communication facilities or means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.

55. QUORUM AT BOARD MEETINGS

The quorum necessary for the transaction of business at a Board meeting shall be a majority of the Directors then in office.

56. BOARD TO CONTINUE IN THE EVENT OF VACANCY

The Board may act notwithstanding any vacancy in its number but, if and so long as its number is reduced below the number fixed by these Bye-laws as the quorum necessary for the transaction of business at Board meetings, the continuing Directors or Director may act for the purpose of (i) summoning a general meeting; or (ii) preserving the assets of the Company.

57. CHAIRMAN TO PRESIDE

Unless otherwise agreed by a majority of the Directors attending a Board meeting, the Chairman, if there be one who is present, shall act as chairman at all Board meetings at which such person is present. In his absence a chairman of the meeting shall be appointed or elected by the Directors present at the meeting.

58. WRITTEN RESOLUTIONS

A resolution signed by all the Directors, which may be in counterparts, shall be as valid as if it had been passed at a Board meeting duly called and constituted, such resolution to be effective on the date on which the resolution is signed by the last Director. For the purposes of this Bye-law only, "the Directors" shall not include an Alternate Director.

59. VALIDITY OF PRIOR ACTS OF THE BOARD

No regulation or alteration to these Bye-laws made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation or alteration had not been made.

CORPORATE RECORDS

60. MINUTES

The Board shall cause minutes to be duly entered in books provided for the purpose:

(a) of all elections and appointments of Officers;

(b) of the names of the Directors present at each Board meeting and of any committee appointed by the Board; and

(c) of all resolutions and proceedings of general meetings of the Members, Board meetings, and meetings of managers and of committees appointed by the Board.

61. PLACE WHERE CORPORATE RECORDS KEPT

Minutes prepared in accordance with the Act and these Bye-laws shall be kept by the Secretary at the registered office of the Company.

62. FORM AND USE OF SEAL

62.1. The Company may adopt a seal in such form as the Board may determine. The Board may adopt one or more duplicate seals for use in or outside Bermuda.

62.2. A seal may, but need not, be affixed to any deed, instrument or document, and if the seal is to be affixed thereto, it shall be attested by the signature of (i) any Director, or (ii) any Officer, or (iii) the Secretary, or (iv) any person authorised by the Board for that purpose.

62.3. A Resident Representative may, but need not, affix the seal of the Company to certify the authenticity of any copies of documents.

ACCOUNTS

63. RECORDS OF ACCOUNT

63.1. The Board shall cause to be kept proper records of account with respect to all transactions of the Company and in particular with respect to:

(a) all amounts of money received and expended by the Company and the matters in respect of which the receipt and expenditure relates;

(b) all sales and purchases of goods by the Company; and

(c) all assets and liabilities of the Company.

63.2. Such records of account shall be kept at the registered office of the Company or, subject to the Act, at such other place as the Board thinks fit and shall be available for inspection by the Directors during normal business hours.

63.3. Such records of account shall be retained for a minimum period of five years from the date on which they are prepared.

64. FINANCIAL YEAR END

The financial year end of the Company may be determined by resolution of the Board and failing such resolution shall be 31st December in each year.

AUDITS

65. ANNUAL AUDIT

Subject to any rights to waive laying of accounts or appointment of an Auditor pursuant to the Act, the accounts of the Company shall be audited at least once in every year.

66. APPOINTMENT AND REMOVAL OF AUDITOR

66.1. Subject to the Act, the Members shall appoint an auditor to the Company to hold office for such term as the Members deem fit or until a successor is appointed.

66.2. The Auditor may be a Member but no Director, Officer or employee of the Company shall, during his continuance in office, be eligible to act as an Auditor of the Company.

66.3. Subject to the Act, the Members may remove an auditor by a resolution of the Members including the affirmative vote of not less than 75% of the votes cast in a general meeting

67. REMUNERATION OF AUDITOR

67.1. The remuneration of an Auditor appointed by the Members shall be fixed by the Company in general meeting or in such manner as the Members may determine.

67.2. The remuneration of an Auditor appointed by the Board to fill a casual vacancy in accordance with these Bye-laws shall be fixed by the Board.

68. DUTIES OF AUDITOR

68.1. The financial statements provided for by these Bye-laws shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards.

68.2. The generally accepted auditing standards referred to in this Bye-law may be those of a country or jurisdiction other than Bermuda or such other generally accepted auditing standards as may be provided for in the Act. If so, the financial statements and the report of the Auditor shall identify the generally accepted auditing standards used.

69. ACCESS TO RECORDS

The Auditor shall at all reasonable times have access to all books kept by the Company and to all accounts and vouchers relating thereto, and the Auditor may call on the Directors or Officers for any information in their possession relating to the books or affairs of the Company.

70. FINANCIAL STATEMENTS AND THE AUDITOR'S REPORT

70.1. Subject to the following Bye-law, the financial statements and/or the auditor's report as required by the Act shall:

(a) be laid before the Members at the annual general meeting; or

(b) be received, accepted, adopted, approved or otherwise acknowledged by the Members by written resolution passed in accordance with these Bye-laws.

70.2. If all Members and Directors shall agree, either in writing or at a meeting, that in respect of a particular interval no financial statements and/or auditor's report thereon need be made available to the Members, and/or that no auditor shall be appointed then there shall be no obligation on the Company to do so.

71. VACANCY IN THE OFFICE OF AUDITOR

The Board may fill any casual vacancy in the office of the auditor.

VOLUNTARY WINDING-UP AND DISSOLUTION

72. WINDING-UP

If the Company shall be wound up the liquidator may, with the sanction of a resolution of the Members including the affirmative vote of not less than 75% of the votes cast in a general meeting, divide amongst the Members in specie or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in the trustees upon such trusts for the benefit of the Members as the liquidator shall think fit, but so that no Member shall be compelled to accept any shares or other securities or assets whereon there is any liability.

CHANGES TO CONSTITUTION

73. CHANGES TO BYE-LAWS

No Bye-law may be rescinded, altered or amended and no new Bye-law may be made save in accordance with the Act and until the same has been approved by a resolution of the Board and

by a resolution of the Members including the affirmative vote of not less than 75% of the votes cast in a general meeting.

74. CHANGES TO THE MEMORANDUM OF ASSOCIATION

No alteration or amendment to the Memorandum of Association may be made save in accordance with the Act and until the same has been approved by a resolution of the Board and by a resolution of the Members including the affirmative vote of not less than 75% of the votes cast in a general meeting.

75. DISCONTINUANCE

The Board may exercise all the powers of the Company to discontinue the Company to a jurisdiction outside Bermuda pursuant to the Act.

RELATED PARTY TRANSACTIONS

76. RELATED PARTY TRANSACTIONS

If the Company shall at any time have more than one Member: (i) all Related Party Transactions shall be entered into on arm's length terms; and (ii) in any financial year where the aggregate consideration payable by the Company pursuant to any Related Party Transactions exceeds 2.5% of the total assets of the Company and its subsidiaries pursuant to the last published consolidated balance sheet of the Company, all such Related Party Transactions shall be either (i) confirmed annually as being on 'arm's length' terms by an independent third party, or (ii) approved by the independent Directors of the Company (being such Directors not connected to, or affiliated in any way with, the Company's largest shareholder and/or its subsidiaries (other than the Company) from time to time).

BOARD OF DIRECTORS RECOMMENDATION

At the meeting of the Board of Directors held on 15 September 2024 (the "**Board Meeting**") it was discussed that the Board of Directors received an offer (the "**Offer**") from Shelf Drilling, Ltd. ("**Parent**") to acquire all of the issued common shares of par value US$0.01 per share (the "**Common Shares**") of Shelf Drilling (North Sea), Ltd. (the "**Company**") not already owned by Parent by way of a merger (the "**Merger**") with Shelf Drilling Bidco, Ltd. ("**Merger Sub**"), a wholly-owned subsidiary of Parent, with the Company surviving the Merger as the surviving company (the "**Surviving Company**"). As a result of the Merger, each shareholder unaffiliated with Merger Sub will cease to be a shareholder of the Company and will receive: (i) one and one-twentieth (1.05) duly authorized, validly issued, fully paid and non-assessable voting common shares of par value $0.01 per share of Parent in exchange for each Common Share held; and (ii) an amount in cash equal to NOK 8.00 without interest per Common Share (together, the "**Merger Consideration**").

At the Meeting it was proposed that the Company enter into: (i) an agreement and plan of merger (the "**Plan of Merger**") among the Company, Parent and Merger Sub; and (ii) a statutory merger agreement among the Company, Parent and Merger Sub (the "**Statutory Merger Agreement**", together with the Plan of Merger, the "**Merger Agreements**") pursuant to section 105 of the Act (collectively, the "**Transaction**").

At the Meeting it was noted that the independent directors of the Company had thoroughly assessed and discussed the Offer and the Merger Agreements and had sought independent legal advice from Appleby (Bermuda) Limited and Advokatfirmaet Wiersholm AS, and engaged Clarksons Securities AS to review and analyse the Offer and Merger from a financial point of view and to deliver a fairness opinion to the Board of Directors that, as of the date of such opinion and based upon and subject to the various limitations, matters, qualifications and assumptions set forth therein, the Merger Consideration to be received by the shareholders of Common Shares pursuant to the Merger Agreements is fair from a financial point of view to such shareholders.

Set out below is a copy of the recommendation as approved by the Board of Directors at the Meeting:

> "Following discussion and after due consideration, it was **RESOLVED THAT**: the Board does hereby unanimously recommend that the shareholders of the Company approve the Merger, the Merger Agreements (substantially in the form presented to the Board) and the transactions contemplated thereby and approve that a copy of the Merger Agreements be sent to the shareholders for review and approval at a special general meeting and, with respect to the Statutory Merger Agreement only and subject to shareholders' approval being received, that the Company is authorised to enter into the same;

On this basis, the Board of Directors unanimously recommends that the shareholders of the Company at the special general meeting called for the purpose of considering the Transaction vote "FOR" the Transaction and the proposal to adopt and approve the merger of the Company and Merger Sub subject to the conditions and on the terms of the Merger Agreements and related documents.

Completion of the Transaction remains subject to approval by a special general meeting of shareholders of the Company to be held on or about 10 October 2024, with a majority vote of three-fourths of those voting at the meeting being the required threshold for approval. Completion of the Transaction is further subject to certain customary closing conditions.

The Board of Directors of
Shelf Drilling (North Sea), Ltd.