

Denne melding til obligasjonseierne er kun utarbeidet på engelsk. For informasjon vennligst kontakt Norsk Tillitsmann ASA.

**To the bondholders in:**

- (i) **ISIN NO 001 035368.3 - 11.25 per cent ProdJack AS Callable Bond Issue 2007/2013 (Feb 2013 Bond);**
- (ii) **ISIN NO 001 035600.9 - 11.25 per cent Skeie Drilling & Production ASA Callable Bond Issue 2007/2013 (March 2013 Bond);**
- (iii) **ISIN NO 001 037804.5: 11.25 per cent Skeie Drilling & Production ASA Senior Secured Callable Bond Issue 2007/2013 (July 2013 Bond);**
- (iv) **ISIN NO 001 037624.7: 6.95 per cent Skeie Drilling & Production ASA Subordinated Convertible Bond Issue 2007/2012 (Convertible Bond)**

Oslo, 29 June 2009

**SKEIE DRILLING PRODUCTION/DP PRODUCER - COMPANY  
RESTRUCTURING PROPOSAL – Notice from Bondholders' Meeting**

On 29 June 2009 Bondholders' meetings were held in all above mentioned loan pursuant to summons of 26 June 2009.

**(i) ISIN NO 001 035368.3 (Feb 2013 Bond)**

There were sufficient Bondholders present at the meeting to form a quorum. The proposed resolution obtained 99.58 % of the votes, and the proposal was adopted according to the voting requirements of the Bond Agreement.

**(ii) ISIN NO 001 035600.9 (March 2013 Bond)**

There were sufficient Bondholders present at the meeting to form a quorum. The proposed resolution obtained 99.78 % of the votes, and the proposal was adopted according to the voting requirements of the Bond Agreement.

**(iii) ISIN NO 001 037804.5 (July 2013 Bond)**

There were sufficient Bondholders present at the meeting to form a quorum. The proposed resolution obtained 100.00 % of the votes, and the proposal was adopted according to the voting requirements of the Bond Agreement.

**(iv) ISIN NO 001 037624.7 (Convertible Bond)**

There were sufficient Bondholders present at the meeting to form a quorum. The proposed resolution obtained 91.11 % of the votes, and the proposal was adopted according to the voting requirements of the Bond Agreement.

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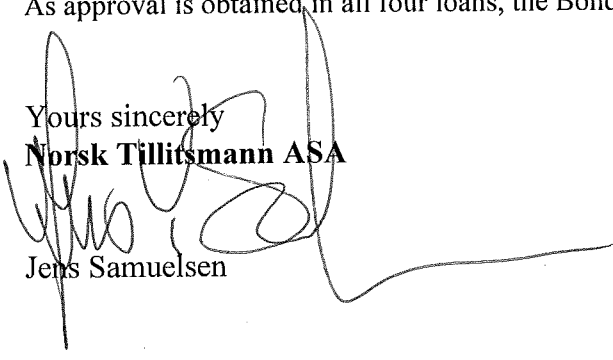


As approval is obtained in all four loans, the Bond Agreements will be amended as set out in Annex 1.

Yours sincerely

**Norsk Tillitsmann ASA**

Jens Samuelson



**(i) ISIN NO 001 035368.3 (Feb 2013 Bond):**

- (i) The Bondholders consent to write off USD 63.36 million of the Loan through a split of each Bond to 100,000 new Bonds with a face value of USD 1 and thereafter a pro-rata cancellation of USD 63.36 million equal to 38.4 % of total Bonds.
- a. The non-cancelled Bonds shall remain on the terms and conditions of the existing Loan Agreement, as amended. Accrued interest on the non-cancelled Bonds to, but not including June 1<sup>st</sup> 2009 will be paid on the first subsequent interest payment date according to the Loan Agreement. The interest rate for the Bonds will continue to be 11.25%, payable semi annually, with the exception of b) below.
- b. The Bondholders consent to forego/give up 18 months of cash interest. The period of which interest shall forego shall commence June 1<sup>st</sup> 2009 and last to and including 30 November 2010. As this increases the value of the Bonds for SKDP and reduces the value for the Bondholders, the Bondholders shall be compensated by reducing the write-down according to (i) above by Bonds equal to USD 16,600,317.3. These Bonds will subsequently, in accordance with item. c. below directly, be converted to fully paid-up equity equalling 210,824,029 shares in SKDP (subject to adjustments for fractional entitlements).
- c. The shares issued under b) above shall be allotted to the Bondholders in accordance with the following:
- i. Each Bondholder shall be allotted the whole number of shares entitled according to a pro rata distribution, fractional shares not included.
  - ii. Additional shares not allotted according to (a) shall be allotted to those Bondholders who according to a pro rata distribution would be entitled to fractional shares, by one share to each such Bondholder, with priority to those whose distributed share fraction is the highest, until all shares are allotted. If two or more Bondholders are distributed an equal share fraction the priority between them shall be settled by drawing of lots.
  - iii. Bondholders who are distributed fractional rights according to a pro rata distribution, but not allotted shares in accordance with (b) shall waive any right to fractional shares.
- (ii) The Bondholders consent that neither the Proposal nor the amendments to the yard Construction Contracts shall constitute an Event of Default under the Loan Agreements, and Norsk Tillitsmann, as the Loan Trustee is given the power of attorney to make all necessary waivers and amendments to the Loan Agreements to implement the Proposal and reflect the amendments to the yard Construction Contracts.

The Bondholders further consent to make the following waivers and amendments to the terms and conditions of the Loan Agreement:



- a. Clause 1:  
"Delivery Date": expected to be 29 September 2010.  
"Letter of Intent": to be deleted  
"Operational Contract": to be deleted  
"Yard Payment Schedule": all references to extraordinary installment to be deleted.
- b. Clause 10.3:  
Ownership restriction to be amended to reflect that the ownership of Skeie Group, Wideluck and a reputable international drilling operator are consolidated and in aggregate not to be less than 33.4%.
- c. Clause 13.2:  
Sub-paragraph (e): approval of the Bondholder's of the Delivery Date being deferred to 29 September 2010.  
Sub-paragraph (o): to be deleted  
Sub-paragraph (p): to be revised as set out below  
Sub-paragraph (q): to be deleted
- d. Revised Clause 13.2 Sub-paragraph (p):  
*"procure that (i) all the additional equity/subordinated shareholder loans described in (n) above and USD 18,540,000 from the private placement to completed in June/July 2009 (the "Private Placement") shall firstly be used to finance the construction, outfitting, upgrading, marketing, acquisition, taking delivery, mobilisation, towing, transporting and other project costs related to the Rig, the financing of the Rig and proceeds from the additional equity/subordinated shareholder loans described in (n) above and the said USD 18,540,000 from the Private Placement shall not be included in the security for the First Loan".*
- e. New Clause 13.3 (e):  
*"not to sell or transfer (or enter into an agreement to sell or transfer) any interest in a rig or a rig-owning subsidiary (a "Rig Interest") prior to 1 March 2010 where the cash proceeds received from the sale or transfer of such Rig Interest are less than USD 425 million (including remaining yard payments) without the prior consent of the Bondholders".*
- f. New Clause 15.1 (g):  
*"if, in respect of the Guarantor, the Yard terminates the Construction Contract by giving written notice to the Guarantor in accordance with Clause 17.3 of the Construction Contract."*
- g. New Clause 15.6:  
*"in the event that the Loan Trustee pursuant to the terms of Clauses 15.2 and 15.3 declares the Loan to be in default and due for payment, the Borrower shall indemnify the Loan Trustee for all reasonable costs and expenses (including legal costs and expenses) incurred by the Loan Trustee as a consequence of such Event of Default ".*
- h. Any other term necessary to implement the Proposal.



- (iii) The resolutions in item nos (i) and (ii) above will be subject to the following conditions precedent being satisfied or waived within 30 June 2009 or such later date within 15 July 2009 as the Loan Trustee may agree:
- a. Undertaking from the Company to pay of all fees, costs and expenses incurred by the Trustee (on behalf of Bondholders) and all fees of the Loan Trustee's legal and financial advisers as soon as practical after Completion.
  - b. An amount equivalent to NOK 540 million (or USD 85 million) being irrevocably, unconditionally and legally binding committed to the satisfaction of the Loan Trustee in the Private Placement for cash injection.
  - c. Comfort based on the Bondholders' own due diligence findings that (a) there are no defaults or events of defaults outstanding or anticipated under the senior bank facility at the time of closing of the restructuring or which would occur as a result of the restructuring transaction, and (b) the conditions precedent to drawdown are not incapable of being satisfied (assuming that qualified rig contracts are obtained). This condition precedent shall be confirmed satisfied before the general meeting of SKDP approving the restructuring.
  - d. Consent from the senior banks to all amendments to the terms of the Loan Agreements.
  - e. A satisfactory agreement with the Yard as to a revised payment schedule.
  - f. Perfection of security granted over the additional shares issued by the Prodjack Subsidiaries.
  - g. Amendments (if required) to the articles and share pledges of Prodjack Subsidiaries in relation to (and to more effectively facilitate enforcement of) the security granted over the shares in those entities.
  - h. A final agreed form of the revised articles of association (together with a blackline showing the revisions).
  - i. A final agreed form of the revised Loan Agreements and any ancillary documents thereto (together with a blackline showing the revisions).
  - j. Letter of Undertaking in a form and substance reasonably satisfactory to the Loan Trustee from Wideluck and Skeie to the Loan Trustee supporting appointment by the Bondholders of an independent director of good repute and qualification as reasonably acceptable to Wideluck and Skeie to be on the board of the Company until the earlier of (i) delivery of the rigs or (ii) listing of the Company.
  - k. Letter of Undertaking in a form and substance reasonably satisfactory to and countersigned by the Loan Trustee from SKDP to the Loan Trustee specifying certain minimum requirements for quarterly information to be provided to the Loan Trustee for the benefit of the Bondholders.
  - l. Letters of Undertaking in form and substance reasonably satisfactory to and countersigned by the Loan Trustee (i) from Skeie, undertaking to report to the Borrower its transactions (if any) relating to the Borrowers shares in



accordance with the provisions of the Norwegian Securities Trading Act Sections 4-1, 4-2 and 4-3 as if the Borrower had been listed on a regulated market, and (ii) from the Borrower undertaking to make public such information without delay on the Norwegian Securities dealers Association's "NOTC list".

- m. An approval from the annual general meeting of the agreed articles of association, save that in respect of the proposed agreed amendment to increase the Qualified Majority to 75% there shall be approval from an extraordinary general meeting of such amendments or delivered to the Loan Trustee in a form and substance reasonably satisfactory to it an irrevocable and unconditional voting commitment from Skeie and Wideluck to vote in favour of such amendments at the extraordinary general meeting of the Company convened on 2 July 2009 (or such later date agreed by the Loan Trustee).
  - n. The required corporate resolutions made by a General Meeting of SKDP in order to enable SKDP to implement the Proposal.
- (iv) The Bondholders irrevocably grant the Loan Trustee a power of attorney, on their behalf, upon satisfaction of the conditions precedent in item no. (iii) to implement the resolution above, i.a. to:
- (a) execute the Letters of Undertaking referred to in item no. (iii) (l) and (m);
  - (b) make any amendments to the Loan Agreement necessary to implement the resolutions in item no. (i) and (ii);
  - (c) on behalf of the Bondholders enter into any other agreement necessary to accomplish the above resolutions and in connection with documenting the decisions made by the Bondholders' meeting, as well as carry out the completion work, including to release any restrictions against the Escrow Accounts which have arisen prior to the date of this Summons in order for the Company to pay the payments to the Yard under the Construction Contracts; and
  - (d) on each Bondholder's behalf, to subscribe for the new SKDP shares in accordance with item no (i) b. above, including a right to set-off the debt in accordance with item no (i) b. against the subscription amount.

The Loan Trustee is also granted the authority, on behalf of the Bondholders, to approve any minor adjustment to the resolution needed to facilitate the implementation of the financial restructuring. The Loan Trustee is entitled to deduct any cost (external or internal) from any proceeds to Bondholders, which is not covered by other sources.

A presentation of the securities to be issued in accordance with item (i) subsection (b) above will be available on the website of the issuer ([www.skeiedrilling.com](http://www.skeiedrilling.com)) prior to the general meeting in SKDP approving the share increase enabling the USD 85 million private placement.



**(ii) ISIN NO 001 035600.9 (March 2013 Bond):**

- (i) The Bondholders consent to write off USD 79.86 million of the Loan through a split of each Bond to 100,000 new Bonds with a face value of USD 1 and thereafter a pro-rata cancellation of USD 79.86 million equal to 48.4% of total Bonds.
- a. The non-cancelled Bonds shall remain on the terms and conditions of the existing Loan Agreement, as amended. Accrued interest on the non-cancelled Bonds to, but not including June 1<sup>st</sup> 2009 will be paid on the first subsequent interest payment date according to the Loan Agreement. The interest rate for the Bonds will continue to be 11.25%, payable semi annually, with the exception of b) below.
  - b. The Bondholders consent to forego/give up 18 months of cash interest. The period of which interest shall forego shall commence June 1<sup>st</sup> 2009 and last to and including 30 November 2010. As this increases the value of the Bonds for SKDP and reduces the value for the Bondholders, the Bondholders shall be compensated by reducing the write-down according to (i) above by Bonds equal to USD 16,600,317.3. These Bonds will subsequently, in accordance with item c. below directly, be converted to fully paid-up equity equalling 210,824,029 shares in SKDP (subject to adjustments for fractional entitlements).
  - c. The shares issued under b) above shall be allotted to the Bondholders in accordance with the following:
    - i. Each Bondholder shall be allotted the whole number of shares entitled according to a pro rata distribution, fractional shares not included.
    - ii. Additional shares not allotted according to (a) shall be allotted to those Bondholders who according to a pro rata distribution would be entitled to fractional shares, by one share to each such Bondholder, with priority to those whose distributed share fraction is the highest, until all shares are allotted. If two or more Bondholders are distributed an equal share fraction the priority between them shall be settled by drawing of lots.
    - iii. Bondholders who are distributed fractional rights according to a pro rata distribution, but not allotted shares in accordance with (b) shall waive any right to fractional shares.
- (ii) The Bondholders consent that neither the Proposal nor the amendments to the yard Construction Contracts shall constitute an Event of Default under the Loan Agreements, and Norsk Tillitsmann, as the Loan Trustee, is given the power of attorney to make all necessary waivers and amendments to the Loan Agreements to implement the Proposal and reflect the amendments to the yard Construction Contracts.

The Bondholders further consent to make the following waivers and amendments to the terms and conditions of the Loan Agreement:



- a. Clause 1:  
"Delivery Date": expected to be 31 December 2010.  
"Letter of Intent": to be deleted  
"Operational Contract": to be deleted  
"Yard Payment Schedule": all references to extraordinary installment to be deleted.
- b. Clause 10.3:  
Ownership restriction to be amended to reflect that the ownership of Skeie Group, Wideluck and a reputable international drilling operator are consolidated and in aggregate not to be less than 33.4%.
- c. Clause 13.2:  
Sub-paragraph (e): approval of the Bondholder's of the Delivery Date being deferred to 31 December 2010.  
Sub-paragraph (n): to be deleted  
Sub-paragraph (o): to be deleted  
Sub-paragraph (p): to be deleted
- d. New Clause 13.3 (e):  
*"not to sell or transfer (or enter into an agreement to sell or transfer) any interest in a rig or a rig-owning subsidiary (a "Rig Interest") prior to 1 March 2010 where the cash proceeds received from the sale or transfer of such Rig Interest are less than USD 425 million (including remaining yard payments) without the prior consent of the Bondholders".*
- e. New Clause 15.1 (g):  
*"if, in respect of the Guarantor, the Yard terminates the Construction Contract by giving written notice to the Guarantor in accordance with Clause 17.3 of the Construction Contract."*
- f. New Clause 15.6:  
*"in the event that the Loan Trustee pursuant to the terms of Clauses 15.2 and 15.3 declares the Loan to be in default and due for payment, the Borrower shall indemnify the Loan Trustee for all reasonable costs and expenses (including legal costs and expenses) incurred by the Loan Trustee as a consequence of such Event of Default ".*
- g. Any other term necessary to implement the Proposal.
- (iii) The resolutions in item nos. (i) and (ii) above will be subject to the following conditions precedent being satisfied or waived within 30 June 2009 or such later date within 15 July 2009 as the Loan Trustee may agree:
- a. Undertaking from the Company to pay of all fees, costs and expenses incurred by the Trustee (on behalf of Bondholders) and all fees of the Loan Trustee's legal and financial advisers as soon as practical after Completion.
- b. An amount equivalent to NOK 540 million (or USD 85 million) being irrevocably, unconditionally and legally binding committed to the satisfaction of the Loan Trustee in the Private Placement for cash injection.



- c. Comfort based on the Bondholders' own due diligence findings that (a) there are no defaults or events of defaults outstanding or anticipated under the senior bank facility at the time of closing of the restructuring or which would occur as a result of the restructuring transaction, and (b) the conditions precedent to drawdown are not incapable of being satisfied (assuming that qualified rig contracts are obtained). This condition precedent shall be confirmed satisfied before the general meeting of SKDP approving the restructuring.
- d. Consent from the senior banks to all amendments to the terms of the Loan Agreements.
- e. A satisfactory agreement with the Yard as to a revised payment schedule.
- f. Perfection of security granted over the additional shares issued by the Prodjack Subsidiaries.
- g. Amendments (if required) to the articles and share pledges of Prodjack Subsidiaries in relation to (and to more effectively facilitate enforcement of) the security granted over the shares in those entities.
- h. A final agreed form of the revised articles of association (together with a blackline showing the revisions).
- i. A final agreed form of the revised Bond Agreements and any ancillary documents thereto (together with a blackline showing the revisions).
- j. Letter of Undertaking in a form and substance reasonably satisfactory to the Loan Trustee from Wideluck and Skeie to the Loan Trustee supporting appointment by the Bondholders of an independent director of good repute and qualification as reasonably acceptable to Wideluck and Skeie Technology to be on the board of the Company until the earlier of (i) delivery of the rigs or (ii) listing of the Company.
- k. Letter of Undertaking in a form and substance reasonably satisfactory to and countersigned by the Loan Trustee from SKDP to the Loan Trustee to specifying certain minimum requirements for quarterly information to be provided to the Loan Trustee for the benefit of the Bondholders.
- l. Letters of Undertaking in form and substance reasonably satisfactory to and countersigned by the Loan Trustee (i) from Skeie, undertaking to report to the Borrower its transactions (if any) relating to the Borrowers shares in accordance with the provisions of the Norwegian Securities Trading Act Sections 4-1, 4-2 and 4-3 as if the Borrower had been listed on a regulated market, and (ii) from the Borrower undertaking to make public such information without delay on the Norwegian Securities dealers Association's "NOTC list".
- m. An approval from the annual general meeting of the agreed articles of association, save that in respect of the proposed agreed amendment to increase the Qualified Majority to 75% there shall be approval from an extraordinary general meeting of such amendments or delivered to the Loan Trustee in a form and substance reasonably satisfactory to it an irrevocable and



unconditional voting commitment from Skeie and Wideluck to vote in favour of such amendments at the extraordinary general meeting of the Company convened on 2 July 2009 (or such later date agreed by the Loan Trustee).

- n. The required corporate resolutions made by a General Meeting of SKDP in order to enable SKDP to implement the Proposal.
- (iv) The Bondholders irrevocably grant the Loan Trustee a power of attorney, on their behalf, upon satisfaction of the conditions precedent in item no. (iii) to implement the resolution above, i.a. to:
- (a) execute the Letters of Undertaking referred to in item (iii) (l) and (m);
  - (b) make any amendments to the Loan Agreement necessary to implement the resolutions in item no. (i) and (ii);
  - (c) on behalf of the Bondholders enter into any other agreement necessary to accomplish the above resolutions and in connection with documenting the decisions made by the Bondholders' meeting, as well as carry out the completion work, including to release any restrictions against the Escrow Accounts which have arisen prior to the date of this Summons in order for the Company to pay the payments to the Yard under the Construction Contracts; and
  - (d) on each Bondholder's behalf, to subscribe for the new SKDP shares in accordance with item no (i) b. above, including a right to set-off the debt in accordance with item no (i) b. against the subscription amount.

The Loan Trustee is also granted the authority, on behalf of the Bondholders, to approve any minor adjustment to the resolution needed to facilitate the implementation of the financial restructuring. The Loan Trustee is entitled to deduct any cost (external or internal) from any proceeds to Bondholders, which is not covered by other sources.

A presentation of the securities to be issued in accordance with item (i) subsection (b) above will be available on the website of the issuer ([www.skeiedrilling.com](http://www.skeiedrilling.com)) prior to the general meeting in SKDP approving the share increase enabling the USD 85million private placement

**(iii) ISIN NO 001 035600.9 (March 2013 Bond):**

- (i) The Bondholders consent to write off USD 46.86 million of the Loan through a split of each Bond to 100,000 new Bonds with a face value of USD 1 and thereafter a pro-rata cancellation of USD 46.86 million equal to 28.4% of total Bonds.
- a. The non-cancelled Bonds shall remain the on terms and conditions of the existing Loan Agreement, as amended. Accrued interest on the non-cancelled Bonds to, but not including June 1<sup>st</sup> 2009 will be paid on the first subsequent interest payment date according to the Loan Agreement. The interest rate for the Bonds will continue to be 11.25%, payable semi annually, with the exception of b) below.
  - b. The Bondholders consent to forego/give up 18 months of cash interest. The period of which interest shall forego shall commence June 1<sup>st</sup> 2009 and last to and including 30 November 2010. As this increases the value of the Bonds for



SKDP and reduces the value for the Bondholders, the Bondholders shall be compensated by reducing the write-down according to (i) above by Bonds equal to USD 16,600,317.3. These Bonds will subsequently, in accordance with item c. below directly, be converted to fully paid-up equity equalling 210,824,029 shares in SKDP (subject to adjustments for fractional entitlements).

- c. The shares issued under b) above shall be allotted to the Bondholders in accordance with the following:
  - i. Each Bondholder shall be allotted the whole number of shares entitled according to a pro rata distribution, fractional shares not included.
  - ii. Additional shares not allotted according to (a) shall be allotted to those Bondholders who according to a pro rata distribution would be entitled to fractional shares, by one share to each such Bondholder, with priority to those whose distributed share fraction is the highest, until all shares are allotted. If two or more Bondholders are distributed an equal share fraction the priority between them shall be settled by drawing of lots.
  - iii. Bondholders who are distributed fractional rights according to a pro rata distribution, but not allotted shares in accordance with (b) shall waive any right to fractional shares.

(ii) The Bondholders consent that neither the Proposal nor the amendments to the yard Construction Contracts shall constitute an Event of Default under the Loan Agreements, and Norsk Tillitsmann, as the Loan Trustee, is given the power of attorney to make all necessary waivers and amendments to the Loan Agreements to implement the Proposal and reflect the amendments to the yard Construction Contracts.

The Bondholders' further consent to make the following waivers and amendments to the terms and conditions of the Loan Agreement:

- a. All references to the Convertible Bond to be deleted and the affected provisions in the Loan Agreement to be re-written as appropriate in co-operation with the Loan Trustee and based on the wording in the February 2013 Loan and the March 2013 Loan as amended subsequent to Bondholders' Meetings.
- b. Clause 1:  
"Delivery Date": expected to be 30 June 2011.  
"Letter of Intent": to be deleted  
"Operational Contract": to be deleted
- c. Clause 10.3:  
Ownership restriction to be amended to reflect that the ownership of Skeie Group, Wideluck and a reputable international drilling operator are consolidated and in aggregate not to be less than 33.4%.
- d. Clause 13.2:  
Sub-paragraph (e): approval of the Bondholder's of the Delivery Date being deferred to 31 June



Sub-paragraph (n): to be deleted  
Sub-paragraph (o): to be deleted  
Sub-paragraph (p): to be deleted

- e. New Clause 13.3 (e):  
*"not to sell or transfer (or enter into an agreement to sell or transfer) any interest in a rig or a rig-owning subsidiary (a "Rig Interest") prior to 1 March 2010 where the cash proceeds received from the sale or transfer of such Rig Interest are less than USD 425 million (including remaining yard payments) without the prior consent of the Bondholders".*
- f. New Clause 15.1 (h):  
*"if, in respect of the Guarantor, the Yard terminates the Construction Contract by giving written notice to the Guarantor in accordance with Clause 17.3 of the Construction Contract."*
- g. New Clause 15.6:  
*"in the event that the Loan Trustee pursuant to the terms of Clauses 15.2 and 15.3 declares the Loan to be in default and due for payment, the Borrower shall indemnify the Loan Trustee for all reasonable costs and expenses (including legal costs and expenses) incurred by the Loan Trustee as a consequence of such Event of Default".*
- h. Any other term necessary to implement the Proposal.
- (i) The resolutions in item nos. (i) and (ii) above will be subject to the following conditions precedent being satisfied or waived within 30 June 2009 or such later date within 15 July 2009 as the Loan Trustee may agree:
- a. Undertaking from the Company to pay of all fees, costs and expenses incurred by the Trustee (on behalf of Bondholders) and all fees of the Loan Trustee's legal and financial advisers as soon as practical after Completion.
- b. An amount equivalent to NOK 540 million (or USD 85 million) being irrevocably, unconditionally and legally binding committed to the satisfaction of the Loan Trustee in the Private Placement for cash injection.
- c. Comfort based on the Bondholders' own due diligence findings that (a) there are no defaults or events of defaults outstanding or anticipated under the senior bank facility at the time of closing of the restructuring or which would occur as a result of the restructuring transaction, and (b) the conditions precedent to drawdown are not incapable of being satisfied (assuming that qualified rig contracts are obtained). This condition precedent shall be confirmed satisfied before the general meeting of SKDP approving the restructuring.
- d. Consent from the senior banks to all amendments to the terms of the Loan Agreements.
- e. A satisfactory agreement with the Yard as to a revised payment schedule.



- f. Perfection of security granted over the additional shares issued by the Prodjack Subsidiaries.
- g. Amendments (if required) to the articles and share pledges of Prodjack Subsidiaries in relation to (and to more effectively facilitate enforcement of) the security granted over the shares in those entities.
- h. A final agreed form of the revised articles of association (together with a blackline showing the revisions).
- i. A final agreed form of the revised Loan Agreements and any ancillary documents thereto (together with a blackline showing the revisions).
- j. Letter of Undertaking in a form and substance reasonably satisfactory to the Loan Trustee from Wideluck and Skeie to the Loan Trustee supporting appointment by the Bondholders of an independent director of good repute and qualification as reasonably acceptable to Wideluck and Skeie Technology to be on the board of the Company until the earlier of (i) delivery of the rigs or (ii) listing of the Company.
- k. Letter of Undertaking in a form and substance reasonably satisfactory to and countersigned by the Loan Trustee from SKDP to the Loan Trustee to specifying certain minimum requirements for quarterly information to be provided to the Loan Trustee for the benefit of the Bondholders.
- l. Letters of Undertaking in form and substance reasonably satisfactory to and countersigned by the Loan Trustee (i) from Skeie, undertaking to report to the Borrower its transactions (if any) relating to the Borrowers shares in accordance with the provisions of the Norwegian Securities Trading Act Sections 4-1, 4-2 and 4-3 as if the Borrower had been listed on a regulated market, and (ii) from the Borrower undertaking to make public such information without delay on the Norwegian Securities dealers Association's "NOTC list".
- m. An approval from the annual general meeting of the agreed articles of association, save that in respect of the proposed agreed amendment to increase the Qualified Majority to 75% there shall be approval from an extraordinary general meeting of such amendments or delivered to the Loan Trustee in a form and substance reasonably satisfactory to it an irrevocable and unconditional voting commitment from Skeie and Wideluck to vote in favour of such amendments at the extraordinary general meeting of the Company convened on 2 July 2009 (or such later date agreed by the Loan Trustee).
- n. The required corporate resolutions made by a General Meeting of SKDP in order to enable SKDP to implement the Proposal.
- (ii) The Bondholders irrevocably grant the Loan Trustee a power of attorney, on their behalf, upon satisfaction of the conditions precedent in item no. (iii) to implement the resolution above, i.a. to:
- (a) execute the Letters of Undertaking referred to in item no. (iii) (l) and (m);



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- (b) make any amendments to the Loan Agreement necessary to implement the resolutions in item no. (i) and (ii);
- (c) on behalf of the Bondholders enter into any other agreement necessary to accomplish the above resolutions and in connection with documenting the decisions made by the Bondholders' meeting, as well as carry out the completion work, including to release any restrictions against the Escrow Accounts which have arisen prior to the date of this Summons in order for the Company to pay the payments to the Yard under the Construction Contracts; and
- (d) on each Bondholder's behalf, to subscribe for the new SKDP shares in accordance with item no (i) b. above, including a right to set-off the debt in accordance with item no (i) b. against the subscription amount.

The Loan Trustee is also granted the authority, on behalf of the Bondholders, to approve any minor adjustment to the resolution needed to facilitate the implementation of the financial restructuring. The Loan Trustee is entitled to deduct any cost (external or internal) from any proceeds to Bondholders, which is not covered by other sources.

A presentation of the securities to be issued in accordance with item (i) subsection (b) above will be available on the website of the issuer ([www.skeiedrilling.com](http://www.skeiedrilling.com)) prior to the general meeting in SKDP approving the share increase enabling the USD 85million private placement.

**(iv) ISIN NO 001 037624.7 (Convertible Bond):**

- (i) The Bondholders irrevocably consent to write off NOK 596,5 million of the Loan and convert NOK 63.5 million being the remaining principal of the Loan into shares in Skeie Drilling & Production at a conversion price of NOK 0.50 per share, giving 127 million new shares in Skeie Drilling & Production ASA. The shares issued shall be allotted to the Bondholders in accordance with the following:
  - a. Each Bondholder shall be allotted the whole number of shares entitled according to a pro rata distribution, fractional shares not included.
  - b. Additional shares not allotted according to (a) shall be allotted to those Bondholders who according to a pro rata distribution would be entitled to fractional shares, by one share to each such Bondholder, with priority to those whose distributed share fraction is the highest, until all shares are allotted. If two or more Bondholders are distributed an equal share fraction the priority between them shall be settled by drawing of lots.
  - c. Bondholders who are distributed fractional rights according to a pro rata distribution, but not allotted shares in accordance with (b) shall waive any right to fractional shares.
- (ii) The Bondholders recognize and accept that in order to accomplish the write-off and conversion as described in section (i) above, they will need to waive their Conversion Rights under the Convertible Bond and the Convertible Bond will be terminated upon implementation of the write-off and conversion as described in section (i) above. The Bondholders irrevocably consent to such waiver and subsequent termination of the Convertible Bond.



- (iii) Accrued interest on the Convertible Bond Loan shall be written off and no cash or shares will be received by the Bondholders for the interest amount.
- (iv) The resolutions in item nos. (i) and (ii) above will be subject to the following conditions precedent being satisfied or waived within 30 June 2009 or such later date within 15 July 2009 as the Loan Trustee may agree:
- a. Undertaking from the Company to pay of all fees, costs and expenses incurred by the Trustee (on behalf of Bondholders) and all fees of the Loan Trustee's legal and financial advisers as soon as practical after Completion.
  - b. An amount equivalent to NOK 540 million (or USD 85 million) being committed in the Private Placement for cash injection.
  - c. Comfort based on the Bondholders' own due diligence findings that (a) there are no defaults or events of defaults outstanding or anticipated under the senior bank facility at the time of closing of the restructuring or which would occur as a result of the restructuring transaction, and (b) the conditions precedent to drawdown are not incapable of being satisfied (assuming that qualified rig contracts are obtained). This condition precedent shall be confirmed satisfied before the general meeting of SKDP approving the restructuring.
  - d. Consent from the senior banks to all amendments to the terms of the Loan Agreements.
  - e. A satisfactory agreement with the Yard as to a revised payment schedule.
  - f. Perfection of security granted over the additional shares issued by the Prodjack Subsidiaries.
  - g. Amendments (if required) to the articles and share pledges of Prodjack Subsidiaries in relation to (and to more effectively facilitate enforcement of) the security granted over the shares in those entities.
  - h. A final agreed form of the revised articles of association (together with a blackline showing the revisions).
  - i. A final agreed form of the revised Loan Agreements and any ancillary documents thereto (together with a blackline showing the revisions).
  - j. Letter of Undertaking in a form and substance reasonably satisfactory to the Loan Trustee from Wideluck and Skeie to the Loan Trustee supporting appointment by the Bondholders of an independent director of good repute and qualification being reasonably acceptable to Wideluck and Skeie to be on the board of the Company until the earlier of (i) delivery of the rigs or (ii) listing of the Company.
  - k. Letter of Undertaking in a form and substance reasonably satisfactory to the Loan Trustee from SKDP to the Loan Trustee to specifying certain minimum requirements for quarterly information to be provided to the Loan Trustee for the benefit of the Bondholders.



1. The required corporate resolutions made by a General Meeting of SKDP in order to enable SKDP to implement the Proposal.
  - (v) The Bondholders irrevocably grant Norsk Tillitsmann, as the Loan Trustee, a power of attorney, on their behalf, upon satisfaction of the conditions precedent in item no. (iv) to:
    - (i) write-off 90,4 % of the Convertible Bonds in the Loan;
    - (ii) convert the remaining of the Convertible Bonds in the Loan to shares in SKDP by subscription of shares at the terms and conditions set out above;
    - (ii) on each Bondholder's behalf subscribe for the new SKDP shares in accordance with item no (i) above; including a right to conversion of the debt in accordance with item no (i) above against the subscription amount; and
    - (iii) on behalf of the Bondholders enter into any other agreement necessary to accomplish the above resolutions and in connection with documenting the decisions made by the Bondholders' meeting, as well as carry out the completion work, including but not limited to make any amendments to the Loan Agreements and to release any restrictions against the Escrow Accounts which have arisen prior to the date of this Summons in order for the Company to pay the payments to the Yard under the Construction Contracts, .

The Loan Trustee is also granted the authority, on behalf of the Bondholders, to approve any minor adjustment to the resolution needed to facilitate the implementation of the financial restructuring. The Loan Trustee is entitled to deduct any cost (external or internal) from any proceeds to Bondholders, which is not covered by other sources.