PROSPECTUS

NORTHERN DRILLING LTD.

(a limited liability company incorporated under the laws of Bermuda)

Listing of 31,750,000 Shares, issued in a Private Placement

The information contained in this prospectus (the "**Prospectus**") relates to the listing on Oslo Axess of 31,750,000 shares in Northern Drilling Ltd. (the "**Company**", taken together with its consolidated subsidiaries the "**Group**"), each with a par value of USD 1.00 (the "**Private Placement Shares**"), issued in a private placement directed towards certain institutional investors for gross proceeds of NOK 2,032,000,000, or approximately USD 250 million (the "**Private Placement**").

For the definitions of capitalised terms used throughout this Prospectus, see Section 20 "Definitions". **Investing in the Shares involves risks; see Section 2 "Risk Factors" beginning on page 8.**

Managers:

Pareto Securities AS

Fearnleys Securities AS

Nordea Bank AB (publ), Norwegian Branch

Carnegie AS

The date of this Prospectus is 7 December 2017.

IMPORTANT INFORMATION

This Prospectus has been prepared in order to provide information about the Company and its business in relation to the listing of the Private Placement Shares and to comply with the Norwegian Securities Trading Act of 29 June 2007 no. 75 (the "**Norwegian Securities Trading Act**") and related secondary legislation, including the Commission Regulation (EC) no. 809/2004 implementing Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 regarding information contained in prospectuses (the "**Prospectus Directive**") as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements (hereafter "**EC Regulation 809/2004**"). This prospectus has been prepared based on the requirements for simplified prospectuses applicable for small and medium-sized enterprises in accordance with the Prospective Directive article 2 no.1 (f). This Prospectus has been prepared solely in the English language. The Financial Supervisory Authority of Norway (Nw. *Finanstilsynet*) (the "**Norwegian FSA**") has reviewed and approved this Prospectus in accordance with Sections 7-7 and 7-8 of the Norwegian Securities Trading Act. The Norwegian FSA has not verified or approved the accuracy or completeness of the information included in this Prospectus. The approval by the Norwegian FSA only relates to the information included in accordance with pre-defined disclosure requirements. The Norwegian FSA has not made any form of verification or approval relating to corporate matters described in or referred to in this Prospectus.

The information contained herein is current as of the date hereof and subject to change, completion and amendment without notice. In accordance with Section 7-15 of the Norwegian Securities Trading Act, significant new factors, material mistakes or inaccuracies relating to the information included in this Prospectus, which are capable of affecting the assessment of the Shares between the date hereof and the date of listing of the Private Placement Shares on Oslo Axess, will be included in a supplement to this Prospectus. Neither the publication nor distribution of this Prospectus shall under any circumstances create any implication that there has been no change in the Company's affairs or that the information herein is correct as of any date subsequent to the date of this Prospectus.

No person is authorised to give any information or to make any representation in connection with the Private Placement other than as contained in this Prospectus. If any such information is given or made, it must not be relied upon as having been authorised by the Company or any of Pareto Securities AS, Fearnley Securities AS, Nordea Bank BA (publ), Norwegian branch or Carnegie AS (the "**Managers**") or by any of the affiliates, advisors or selling agents of any of the foregoing.

The distribution of this Prospectus in certain jurisdictions may be restricted by law. This Prospectus does not constitute an offer of, or an invitation to purchase, any shares in any jurisdiction. The Company and the Managers require persons in possession of this Prospectus to inform themselves about and to observe any such restrictions.

The Private Placement Shares are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under applicable securities laws and regulations. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

THE SHARES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**U.S. SECURITIES ACT**") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION IN THE UNITED STATES, AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS.

This Prospectus shall be governed by and construed in accordance with Norwegian law. The courts of Norway, with Oslo as legal venue, shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Prospectus.

Shares may be offered or sold in Bermuda only in compliance with the provisions of the Investment Business Act of 2003 and the Exchange Control Act 1972, and related regulations of Bermuda which regulate the sale of securities in Bermuda. In addition, specific permission is required from the Bermuda Monetary Authority (the "**BMA**"), pursuant to the provisions of the Exchange Control Act 1972 and related regulations, for all issuances and transfers of securities of Bermuda companies, other than in cases where the BMA has granted a general permission. The BMA, in its policy dated 1 June 2005, provides that where any equity securities, including the Shares, of a Bermuda company are listed on an appointed stock exchange, general permission is given for the issue and subsequent transfer of any securities of a company from and/or to a non-resident, for as long as any equity securities of such company remain so listed. Oslo Axess is deemed to be an appointed stock exchange under Bermuda law. In granting such permission, the BMA accepts no responsibility for the Group's financial soundness or the correctness of any of the statements made or expressed in this prospectus. This Prospectus does not need to be filed with the Registrar of Companies in Bermuda in accordance with Part III of the Companies Act 1981 of Bermuda pursuant to provisions incorporated therein following the enactment of the Companies Amendment Act 2013. Such provisions state that a prospectus in respect of the offer of shares in a Bermuda company whose equities are listed on an appointed stock exchange under Bermuda law does not need to be filed in Bermuda, so long as the company in question complies with the requirements of such appointed stock exchange in relation thereto.

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1. SUMMARY

Summaries are made up of disclosure requirements known as "Elements". These Elements are numbered in Sections A– E (A.1 – E.7) below. This summary contains all the Elements required to be included in a summary for this type of securities and the Company. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of securities and Company, it is possible that no relevant information can be given regarding the relevant Element. In this case a short description of the Element is included in the summary with the mention of "not applicable".

Section A—Introduction and Warnings		
A.1	**Warning**	This summary should be read as an introduction to the Prospectus. Any decision to invest in the securities should be based on consideration of the Prospectus as a whole by the investor. Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such securities.
A.2	**Warning**	Not applicable. No consent is granted by the Company for the use of the Prospectus for subsequent resale or final placement of the shares.
Section B—Company		
B.1	**Legal and Commercial Name**	Northern Drilling Ltd.
B.2	**Domicile and Legal Form, Legislation and Country of Incorporation**	The Company was incorporated under the laws of Bermuda on 2 March 2017, as an exempted company under the Bermuda Companies Act.
B.3	**Current Operations, Principal Activities and Markets**	Northern Drilling is a newly-established international drilling contractor to the oil and gas industry, with the ambition of acquiring and operating modern drilling assets. By uniting low asset prices with a capable operating organisation, the Company will take advantage of opportunities in a rapidly changing oil and gas industry. With its contemplated fleet of drilling rigs the Company intends to deliver safe and high quality drilling operations to its prospective customers. As of the date of this Prospectus, the Company owns one semi-submersible rig currently under construction, HHI HE Semi 1 (the "**Semi 1**"), previously known as "West Mira", which is expected to be delivered to the Company in January 2019. Further, the Company has an option from Seatankers Management Co. Ltd. ("**Seatankers**") to acquire a second semi-submersible, HHI HE Semi 2 (the "**Semi 2**"), previously known as Bollsta Dolphin, that Seatankers in turn has an option to acquire from HHI.
B.4a	**Significant Recent Trends**	The offshore drilling market has since 2014 experienced a severe market downturn with a material reduction in demand. A reduction in the oil price from more than USD 100 in 2013 to below USD 30 in Q1 2016 resulted in a significant reduction in exploration and development spending from oil companies with reduced demand for offshore drilling services as a result. Demand for offshore drilling rigs went from 681 in 2014 to 473 in 2016 with overall industry utilization dropping from 80% to 56%. All new tenders coming out have been fiercely competitive and day rates have experienced a similar drop. In Q2 2017 the overall utilization for the world's drilling floaters was reported to be 53%, marking the first uptick in utilization since Q3

		2013. This trend has continued into Q3 2017 with several long term charters being awarded to various offshore drilling companies in major offshore basins globally. The day rates remain however at a depressed level with earnings barely covering operational cost in many circumstances. With a continued improvement in global fleet utilization day rates are expected to eventually increase from today's unsustainable low levels. The Group has no rigs in operations but is actively bidding in tenders for start-up in 2019 and onwards. The competition continues to be fierce, but the harsh environment market has experienced an uptick in tender activity, contract awards and day rate levels for modern rigs recently. Several contracts have been awarded at day rates believed to be at an increased margin compared to operational cost of the rig, indicating a gradual recovery for the harsh environment drilling fleet.
B.5	**Description of the Group**	The Company is the parent company of the Group and the operations of the Company are carried out through its operating subsidiaries.
B.6	**Interests in the Company and Voting Rights**.....	Shareholders owning 5% or more of the Company's shares will, following the listing of the Company's Shares on Oslo Axess, have an interest in the Company's share capital which is notifiable pursuant to the Norwegian Securities Trading Act. Each of the Company's shares carries one vote. None of the major shareholders has different voting rights than the other shareholders in the Company. The Company is not aware of any arrangements the operation of which may at a subsequent date result in a change of control of the Company.
B.7	**Selected Historical Key Financial Information**.....	The table below sets out a summary of the Group's audited consolidated profit and loss for the period starting on the date of the Company's incorporation, 2 March 2017, until 30 June 2017 and the unaudited consolidated profit and loss account for the third quarter 2017.

USD thousands	**For the period from 2 March to 30 June 2017 (audited)**	**For the three month period ending 30 September 2017 (unaudited)**
Total operating revenues	—	—
Operating expenses		
Administrative expenses.....	134	242
Total operating expenses	**134**	**242**
Net operating loss	(134)	(242)
Other income (expenses)		
Interest income	105	122
Other financial items	(5,000)	(1)
Total other (expenses) income	**(4,895)**	**121**
Net loss	(5,029)	(121)
Retained deficit at the start of the period	—	(5,029)
Retained deficit at the end of the period.....	**(5,029)**	**(5,150)**

The table below sets out a summary of the Group's audited consolidated balance sheet information as of 30 June 2017 and the Group's unaudited balance sheet information as of 30 September 2017.

USD thousands	As of 30 June 2017 (audited)	As of 30 September 2017 (unaudited)
Assets		
Current assets		
Cash and cash equivalents	40,134	38,852
Other current assets	161	109
Total current assets	**40,295**	**38,961**
Long term assets		
Newbuilding	183,329	184,073
Total assets	**223,624**	**223,034**
Liabilities and equity		
Current liabilities		
Other current liabilities	124	142
Related party payables	857	370
Total current liabilities	**981**	**512**
Commitments and contingencies		
Equity		
Share capital	46,000	46,000
Additional paid in capital	181,672	181,672
Retained deficit	(5,029)	(5,150)
Total equity	**222,643**	**222,522**
Total liabilities and equity	**223,624**	**223,034**

The table below sets out a summary of the Group's audited consolidated cash flow information for the period starting on the date of the Company's incorporation, 2 March 2017, until 30 June 2017 and the Group's unaudited consolidated cash flow information for the three month period ending 30 September 2017.

USD thousands	For the period from 2 March to 30 June 2017	For the three month period ending 30 September 2017 (unaudited)
Net loss	**(5,029)**	**(121)**
Adjustment to reconcile net loss to net cash used in operation activities		
Loan fee paid to related party	5,000	—
Change in operating assets and liabilities		
Other current assets	(161)	53
Other current liabilities	124	(330)
Related party payables	28	341
Net cash used in operating activities	**(38)**	**(57)**
Investing activities		
Additions to newbuilding	—	(1,225)
Net cash used in investing activities	—	(1,225)
Financing activities		
Net proceeds from share issuance	112,672	—
Repayment of loan to related party	(72,500)	—
Net cash provided by financing activities	**40,172**	**—**
Net increase (decrease) in cash and cash equivalents	40,134	(1,282)

USD thousands	For the period from 2 March to 30 June 2017	For the three month period ending 30 September 2017 (unaudited)
Cash and cash equivalents at start of the period	—	40,134
Cash and cash equivalents at end of the period	**40,134**	**38,852**

See Section 11.7 for information regarding non-cash investing and financing activities.

B.8	**Selected Key Pro Forma Financial Information**	Not applicable. No pro forma financial information is included in this Prospectus.
B.9	**Profit Forecast or Estimate**	Not applicable. No profit forecast or estimate is included in this Prospectus.
B.10	**Audit Report Qualification**	Not applicable.
B.11	**Working Capital**	As of the date of this Prospectus, the Company is of the opinion that the Group's working capital is sufficient for its present requirements and for at least the next twelve months from the date of this Prospectus.
Section C—Securities		
C.1	**Type and Class of Securities Being Offered and Admitted to Trading and Identification Number**	The Company has one class of shares in issue, and all shares in that class have equal rights in the Company. The beneficial interests in the Private Placement Shares are registered with the Norwegian Central Securities Depository (*Nw. Verdipapirsentralen*) under ISIN BMG6624L1090.
C.2	**Currency of Issue**	The Private Placement Shares are issued in USD and will be quoted and traded in NOK on Oslo Axess.
C.3	**Number and Shares in Issue and Par Value**	As of the date of this Prospectus, the Company's share capital is USD 77,750,100 divided into 77,750,100 shares, each having a par value of USD 1.00.
C.4	**Rights Attaching to the Securities**	All Shares provides equal rights in the Company in accordance with the Bermuda Companies Act and the Bye-Laws of the Company. The holders of Shares have no pre-emptive rights.
C.5	**Restrictions on Transfer**	The Company's Bye-Laws do not provide for any restrictions, or a right of first refusal, on transfer of Shares. Share transfers are not subject to approval by the Board of Directors.
C.6	**Admission to Trading**	The Company currently expects commencement of trading in the Private Placement Shares on Oslo Axess on or around the date of this Prospectus under the trading symbol "NODL".
C.7	**Dividend Policy**	There can be no assurances that in any given period dividends will be proposed or declared. In deciding whether to propose a dividend and in determining the dividend amount, the Company's Board of Directors will take into account legal restrictions, the Company's capital requirements, including capital expenditure requirements, its financial condition, general business conditions and any restrictions that its borrowing arrangements or other contractual arrangements in place at the time of the dividend may place on its ability to pay dividends and the maintaining of appropriate financial flexibility.

Section D—Risks		
D.1	**Key Risks Specific to the Company or its Industry**	*Key risks related to the Company and the Industry in which the Company operates* The Group is newly established and the Group's lack of operating history makes it difficult to assess the outlook for future revenues and other operating results. The Group may only have one or a limited number of rigs and is vulnerable in the event of a loss of revenue of any such rig(s). The Group may not be able to obtain favorable contracts for its newbuild drilling units. The Group is dependent on technical and commercial services from third parties, including Seadrill Global Services Ltd. The success and growth of the Group's business depends on the level of activity in the offshore oil and gas industry generally, and the drilling industry specifically, which are both highly competitive and cyclical, with intense price competition.
D.3	**Key Risks Specific to the Securities**	*Key risks related to the Shares* Investors may not be able to exercise their voting rights for Shares registered on a nominee account. Investors may have difficulty enforcing any judgment obtained in the United States against the Company or its directors or officers. The transfer of the Shares is subject to restrictions under the securities laws of the United States and other jurisdictions. Shareholders are subject to exchange rate risk.
Section E—Offer		
E.1	**Proceeds and Estimated Expenses**.....	The gross proceeds from the Private Placement were NOK 2,032,000,000, or approximately USD 250 million. The Company estimates that the total expenses in connection with the Private Placement will amount to USD 3.9 million. The net proceeds for the Private Placement will accordingly amount to up to approximately USD 246.1 million.
E.2a	**Reasons for the Offering**	The Company intends to apply the net proceeds from the Private Placement for further fleet expansion and general corporate purposes.
E.3	**Terms and Conditions for the Offer**	Not applicable.
E.4	**Material and Conflicting Interests**	The Managers or their affiliates have provided from time to time, and may provide in the future, investment and commercial banking services to the Company and its affiliates in the ordinary course of business, for which they may have received and may continue to receive customary fees and commissions. The Managers, their employees and any affiliate may currently own Shares in the Company. In accordance with market practice, the Managers received a

		certain percentage of the proceeds from the Private Placement as compensation for their services. Beyond the abovementioned, the Company is not aware of any interest of natural and legal persons involved in the Private Placement.
E.5	**Selling Shareholders and Lock-Up Agreements..**	Not applicable.
E.6	**Dilution .....**	The Private Placement resulted in a dilution of the then existing shareholders of the Company of approximately 60 %.
E.7	**Estimated Expenses Charged to Investors.....**	Not applicable.

2. RISK FACTORS

An investment in the Shares involves inherent risks. An investor should consider carefully all information set forth in this Prospectus and, in particular, the specific risk factors set out below. An investment in the Shares is suitable only for investors who understand the risks associated with this type of investment and who can afford a loss of the entire investment. If any of the risks described below materialise, individually or together with other circumstances, they may have a material adverse effect on the Group's business, financial condition, results of operations and cash flow, which may affect the ability of the Group to pay dividends and cause a decline in the value and trading price of the Shares that could result in a loss of all or part of any investment in the Shares. The order in which the risks are presented below is not intended to provide an indication of the likelihood of their occurrence nor of their severity or significance. The information in this Section 2 is as of the date of this Prospectus.

2.1 Risks Relating to the Group and the Industry in which the Group Operates

The Group is newly established and the Group's lack of operating history makes it difficult to assess the outlook for future revenues and other operating results

The Company was incorporated in March 2017. The Group has not yet initiated any drilling activity and will not do so until after delivery of its first newbuilding project, currently expected to occur in January 2019. The Group has no historical financial information relating to drilling activity upon which prospective investors can evaluate the Group's prior or likely future performance. Further, as a newly established company, there can be no assurance that the Company will be able to successfully execute its strategy or business plan.

The Group may only have one or a limited number of rigs and is vulnerable in the event of a loss of revenue of any such rig(s)

The Group's fleet currently consists of one newbuilding with scheduled delivery in January 2019, and an option to acquire the Semi 2 which has not yet been exercised. There is no certainty that the option to acquire the Semi 2 will be exercised, or that the Company will acquire additional rigs in the future. In such event the Company will have a limited asset base of one or a small number of rigs, any failure to secure employment at satisfactory rates for such rig(s) will affect its results more significantly than for a company with a larger fleet and may have a material adverse effect on the earnings and value of the Group.

The Group may not be able to obtain favourable contracts for its newbuild drilling units

If the Group is unable to secure contracts for its drilling units when newbuildings are delivered to the Group, the Group may idle or stack its units. When idled or stacked, drilling units do not earn revenues, but continue to require cash expenditures for crews, fuel, insurance, berthing and associated items.

If the Group is not able to obtain contracts for its newbuild drilling units, the Group's revenues and profitability could be adversely affected. The Group may also be required to accept more risk in areas other than price to secure a contract and the Group may be unable to push this risk down to other contractors or be unable or unwilling at competitive prices to insure against this risk, which will mean the risk will have to be managed by applying other controls. This could lead to the Group being unable to meet its liabilities in the event of a catastrophic event on one of the Group's rigs.

The Group is dependent on technical and commercial services from third parties, including Seadrill Global Services Ltd.

The Group is and will continue to be dependent on technical and commercial services from third parties. While performance by such service providers is critical, and the Company will use its best efforts to select partners and monitor their performance, no assurances can be given in this respect. If third party service providers do not perform at an optimal level, this is likely to adversely affect the Group's business, financial results and condition.

Northern Drilling has entered into a management agreement with Seadrill Global Services Ltd. (the "**Seadrill Management Agreement**") for the supervision of the Semi 1 under construction and maintenance at Hyundai Heavy Industries Co., Ltd. ("**HHI**"), including maintenance of the drilling package. Seadrill Global Services Ltd is part of the Seadrill group of companies ("**Seadrill**") which is a major competitor of the Company. There may be real or apparent conflicts of interest with respect to matters affecting Seadrill and other Seadrill affiliated companies whose interest in some circumstances may be adverse to the interest of the Company.

Seadrill is in the midst of a comprehensive restructuring, and filed for Chapter 11 proceedings in the US on 12 September 2017. There is a risk that such proceedings or other bankruptcy, insolvency or similar proceedings will result in the termination or modification of the Seadrill Management Agreement or materially and adversely affect Seadrill Global

Services Ltd. ability to perform under the Seadrill Management Agreement. Any such event is likely to adversely affect the Group's business, financial results and condition.

Further, Seadrill Global Services Ltd. has a right of first refusal should the Company wish to sell the Semi 1 to a third party, subject to certain terms and conditions in the Seadrill Management Agreement. This right of first refusal may negatively affect a potential third party buyer's interest in the Semi 1 which in turn could be of adverse effect to the Company.

The success and growth of the Group's business depends on the level of activity in the offshore oil and gas industry generally, and the drilling industry specifically, which are both highly competitive and cyclical, with intense price competition

The Group's business depends on the level of oil and gas exploration, development and production in offshore areas worldwide that is influenced by oil and gas prices and market expectations of potential changes in these prices.

Oil and gas prices are extremely volatile and are affected by numerous factors beyond the Group's control, including, but not limited to, the following:

- worldwide production of and demand for oil and gas and geographical dislocations in supply and demand;
- the cost of exploring for, developing, producing and delivering oil and gas;
- expectations regarding future energy prices and production;
- advances in exploration, development and production technology;
- the ability of the Organization of Petroleum Exporting Countries ("**OPEC**"), to set and maintain levels of production and pricing;
- the level of production in non-OPEC countries;
- international sanctions on oil-producing countries, or the lifting of such sanctions;
- government regulations, including restrictions on offshore transportation of oil and gas;
- local and international political, economic and weather conditions;
- domestic and foreign tax policies;
- the development and exploitation of alternative fuels and unconventional hydrocarbon production, including shale;
- worldwide economic and financial problems and the corresponding decline in the demand for oil and gas and, consequently, the Group's services;
- the policies of various governments regarding exploration and development of their oil and gas reserves, accidents, severe weather, natural disasters and other similar incidents relating to the oil and gas industry; and
- the worldwide political and military environment, including uncertainty or instability resulting from an escalation or additional outbreak of armed hostilities or other crises in the Middle East, Eastern Europe or other geographic areas or further acts of terrorism in the United States, Europe or elsewhere.

Declines in oil and gas prices for an extended period of time, or market expectations of potential decreases in these prices, have negatively affected and could continue to negatively affect the Group's future performance.

Continued periods of low demand can cause excess rig supply and intensify competition in the industry in which the Group operates. This often results in drilling rigs, particularly older and less technologically-advanced drilling rigs, being idle for long periods of time. The Group cannot predict the future level of demand for drilling rigs or future conditions of the oil and gas industry with any degree of certainty. In response to the decrease in the prices of oil and gas, a number of oil and gas companies have announced significant decreases in budgeted expenditures for offshore drilling. Any future decrease in exploration, development or production expenditures by oil and gas companies could reduce the Group's revenues and materially harm its business.

In addition to oil and gas prices, the offshore drilling industry is influenced by additional factors, which could reduce demand for the Group's services and adversely affect its business, including:

- the availability and quality of competing offshore drilling units;
- the availability of debt financing on reasonable terms;
- the level of costs for associated offshore oilfield and construction services;
- oil and gas transportation costs;
- the level of rig operating costs, including crew and maintenance;
- the discovery of new oil and gas reserves;
- the political and military environment of oil and gas reserve jurisdictions; and
- regulatory restrictions on offshore drilling.

The offshore drilling industry is highly competitive and fragmented and includes several large companies that compete in the markets the Group serves. Offshore drilling contracts are generally awarded on a competitive bid basis or through privately negotiated transactions. In determining which qualified drilling contractor is awarded a contract, the key factors are pricing, rig availability, rig location, the condition and integrity of equipment, the rig's and/or the drilling contractor's record of operating efficiency, including high operating uptime, technical specifications, safety performance record, crew experience, reputation, industry standing and customer relations. The Group's operations may be adversely affected if the Group's current competitors or new market entrants introduce new drilling rigs with better features, performance, prices or other characteristics compared to the Group's drilling rigs, or expand into service areas where the Group operates.

Competitive pressures and other factors may result in significant price competition, particularly during industry downturns, which could have a material adverse effect on the Group's results of operations and financial condition.

The Group may not have sufficient liquidity to meet its obligations as they fall due or have the ability to raise new capital or loan facilities on acceptable terms

The Group's future indebtedness that it may incur could affect the Group's future operations, since a portion of the Group's cash flow from operations will in such case be dedicated to the payment of interest and principal on such debt and will not be available for other purposes. Covenants contained in potential debt agreements are likely to require the Group to meet certain financial tests and non-financial tests, which may affect the Group's flexibility in planning for, and reacting to, changes in its business or economic conditions, may limit the Group's ability to dispose of assets or place restrictions on the use of proceeds from such dispositions, withstand current or future economic or industry downturns, and compete with others in the Group's industry for strategic opportunities, and may limit the Group's ability to obtain additional financing for working capital, capital expenditures, acquisitions, general corporate and other purposes.

The Group's ability to meet its potential debt service obligations and to fund planned expenditures will be dependent upon the Group's future performance, which will be subject to prevailing economic conditions, industry cycles and financial, business, regulatory and other factors affecting the Group's operations, many of which are beyond the Group's control. Its future cash flows may be insufficient to meet all the Group's financial obligations and contractual commitments, and any insufficiency could negatively impact the Group's business. To the extent that the Group is unable to repay any future indebtedness as it becomes due or at maturity, the Group may need to refinance its debt, raise new debt, sell assets or repay the debt with proceeds from equity offerings.

The market value of the Group's newbuild drilling units may decrease

The market values of drilling units have been trending lower as a result of the continued decline in the price of oil, which has impacted the spending plans of the Group's prospective customers. If the offshore contract drilling industry suffers further adverse developments in the future, the fair market value of the Group's current and future drilling units may decline. The fair market value of the Group's drilling units, may increase or decrease depending on a number of factors, including:

the general economic and market conditions affecting the offshore contract drilling industry, including competition from other offshore contract drilling companies;

- the types, sizes and ages of drilling units;

- the supply and demand for drilling units;
- the costs of newbuild drilling units;
- the prevailing level of drilling services contract day rates;
- government or other regulations; and
- technological advances.

If drilling unit values fall significantly, the Group may have to record an impairment adjustment in its consolidated financial statements, which could adversely affect the Group's financial results and condition.

The Group is expected to rely on a small number of customers

The Group's contract drilling business is expected to be subject to the risks associated with having a limited number of customers for the Group's services. In addition, mergers among oil and gas exploration and production companies have reduced, and may from time to time further reduce the number of available customers, which would increase the ability of potential customers to achieve pricing terms favourable to them. The Group's results of operations could be materially adversely affected if any of the Group's major customers fail to compensate it for the Group's services or take actions as outlined above.

The Group is subject to risks of loss resulting from non-payment or non-performance by the Group's customers and certain other third parties. Some of these customers and other parties may be highly leveraged and subject to their own operating and regulatory risks. If any key customers or other parties default on their obligations to the Group, the Group's financial results and condition could be adversely affected. Any material non-payment or non-performance by these entities, other key customers or certain other third parties could adversely affect other Group's financial position, results of operations and cash flows.

It is expected that the Group's drilling contracts will contain fixed terms and day-rates, and consequently the Group may not fully recoup its costs in the event of a rise in expenses, including operating and maintenance costs and cost-overruns on newbuild projects

The Group's operating costs will generally be related to the number of units in operation and the cost level in each country or region where the units are located. A significant portion of the Group's operating costs may be fixed over the short term.

As at the date of this Prospectus, the Group has an outstanding newbuilding order book with HHI for one drilling unit. This construction project is subject to risks of delay or cost overruns inherent in any large construction project from numerous factors, including shortages of equipment, materials or skilled labour, unscheduled delays in the delivery of ordered materials and equipment or shipyard construction, the failure of equipment to meet quality and/or performance standards, financial or operating difficulties experienced by equipment vendors or the shipyard, unanticipated actual or purported change orders, the inability to obtain required permits or approvals, unanticipated cost increases between order and delivery, design or engineering changes, and work stoppages and other labour disputes, adverse weather conditions or any other events of force majeure, terrorist acts, war, piracy or civil unrest. Significant cost overruns or delays in completion and mobilisation of the rig could adversely affect the Group's financial position, results of operations and cash flows. Additionally, failure to complete a project on time may result in the delay of revenue from that rig. New drilling rigs may also experience start-up difficulties following delivery or other unexpected operational problems that could result in uncompensated downtime, which also could adversely affect the Group's financial position, results of operations and cash flows or the cancellation or termination of drilling contracts.

Equipment maintenance costs fluctuate depending upon the type of activity that the unit is performing and the age and condition of the equipment. The Group's operating expenses and maintenance costs depend on a variety of factors, including crew costs, provisions, equipment, insurance, maintenance and repairs, and shipyard costs, many of which are beyond the Group's control.

The Group depends on directors who are associated with affiliated companies, which may create conflicts of interest

The Company's principal shareholder as of the date of this Prospectus is Hemen. Two of the Company's directors also serve as directors of other companies affiliated with Hemen. The Company's directors owe fiduciary duties to both the Company and such other related parties, and may have conflicts of interest in matters involving or affecting the Group and the Group's customers.

The Group's business and operations involve numerous operating hazards, and the Group will be required to take contractual risk in the Group's customer contracts and the Group may not be able to procure insurance to adequately cover potential losses

The Group's operations will be subject to hazards inherent in the drilling industry, such as blowouts, reservoir damage, loss of production, loss of well control, lost or stuck drill strings, equipment defects, punch-throughs, craterings, fires, explosions and pollution. Contract drilling and well servicing requires the use of heavy equipment and exposure to hazardous conditions, which may subject the Group to liability claims by employees, customers and third parties. These hazards can cause personal injury or loss of life, severe damage to or destruction of property and equipment, pollution or environmental damage, claims by third parties or customers and suspension of operations. The Group's offshore fleet will also be subject to hazards inherent in marine operations, either while on-site or during mobilization, such as capsizing, sinking, grounding, collision, damage from severe weather and marine life infestations. Operations may also be suspended because of machinery breakdowns, abnormal drilling conditions, failure of subcontractors to perform or supply goods or services or personnel shortages. In line with standard industry practice, it is expected that the Group will provide contract indemnity to its customers for claims that could be asserted by the Group relating to damage to or loss of the Group's equipment, including rigs and claims that could be asserted by the Group or the Group's employees relating to personal injury or loss of life.

Damage to the environment could also result from the Group's operations, particularly through spillage of fuel, lubricants or other chemicals and substances used in drilling operations, or extensive uncontrolled fires. The Group may also be subject to property, environmental and other damage claims by oil and gas companies.

The Group's future insurance policies and contractual rights to indemnity may not adequately cover losses, and the Group does not expect to have insurance coverage or rights to indemnity for all risks. Consistent with standard industry practice, it is expected that the Group's customers will generally assume, and indemnify the Group against, well control and subsurface risks under day rate contracts. These are risks associated with the loss of control of a well, such as blowout or cratering, the cost to regain control of or re-drill the well and associated pollution. However, there can be no assurances that these customers will be willing or financially able to indemnify the Group against all these risks. Customers may seek to cap indemnities or narrow the scope of their coverage, reducing the Group's level of contractual protection.

In addition, a court may decide that certain indemnities in the Group's future contracts are not enforceable. For example, in a 2012 decision in a case related to the fire and explosion that took place on the unaffiliated Deepwater Horizon Mobile Offshore Drilling Unit in the Gulf of Mexico in April 2010 (the "**Deepwater Horizon Incident**") (to which the Group was not a party), the U.S. District Court for the Eastern District of Louisiana invalidated certain contractual indemnities for punitive damages and for civil penalties under the U.S. Clean Water Act under a drilling contract governed by U.S. maritime law as a matter of public policy. Further, pollution and environmental risks generally are not totally insurable.

If a significant accident or other event occurs that is not fully covered by the Group's insurance or an enforceable or recoverable indemnity from a customer, the occurrence could adversely affect the Group's performance.

The amount recoverable under insurance may also be less than the related impact on enterprise value after a loss or not cover all potential consequences of an incident and include annual aggregate policy limits. As a result, the Group will retain the risk through self-insurance for any losses in excess of these limits. Any such lack of reimbursement may cause the Group to incur substantial costs.

No assurance can be made that the Group will be able to obtain and maintain adequate insurance in the future at rates that the Group considers reasonable, or that the Group will be able to obtain insurance against certain risks.

Consolidation and governmental regulation of suppliers may increase the cost of obtaining supplies or restrict the Group's ability to obtain needed supplies

The Group relies on certain third parties to provide supplies and services necessary for the Group's offshore drilling operations, including, but not limited to, drilling equipment suppliers and machinery suppliers. With respect to certain items, such as blow-out preventers, the Group is dependent on the original equipment manufacturer for repair and replacement of the item or its spare parts. There may be a shortage of supplies and services, thereby increasing the cost of supplies and/or potentially inhibiting the ability of suppliers to deliver on time. These cost increases or delays could have a material adverse effect on the Group's results of operations and result in rig downtime, and delays in the repair and maintenance of the Group's drilling rigs.

The Group may be unable to obtain, maintain, and/or renew permits necessary for the Group's operations or experience delays in obtaining such permits including the class certifications of rigs

The operation of the Group's future drilling units will require certain governmental approvals, the number and prerequisites of which cannot be determined until the Group identifies the jurisdictions in which it will operate on securing contracts for the drilling units. Depending on the jurisdiction, these governmental approvals may involve public hearings and costly undertakings on the Group's part. The Group may not obtain such approvals or such approvals may not be obtained in a timely manner. If the Group fails to secure the necessary approvals or permits in a timely manner, the Group's customers may have the right to terminate or seek to renegotiate their drilling contracts to the Group's detriment.

Every offshore drilling unit is a registered marine vessel and must be "classed" by a classification society to fly a flag. The classification society certifies that the drilling unit is "in-class," signifying that such drilling unit has been built and maintained in accordance with the rules of the classification society and complies with applicable rules and regulations of the drilling unit's country of registry and the international conventions of which that country is a member. In addition, where surveys are required by international conventions and corresponding laws and ordinances of a flag state, the classification society will undertake them on application or by official order, acting on behalf of the authorities concerned. The Group's future drilling unit(s) are expected to be certified as being "in class" by reputable classification societies and the relevant national authorities in the countries in which the Group's future drilling units will operate. If any drilling unit loses its flag, does not maintain its class and/or fails any periodical survey or special survey, the drilling unit will be unable to carry on operations and will be unemployable and uninsurable. Any such inability to carry on operations or be employed could have a material adverse impact on the results of operations.

The international nature of the Group's operations involves additional risks including foreign government intervention in relevant markets

The Group expects to operate in various regions throughout the world. As a result of its international operations, the Group may be exposed to political and other uncertainties, particularly in less developed jurisdictions, including risks of:

- terrorist acts, armed hostilities, war and civil disturbances;
- acts of piracy, which have historically affected ocean-going vessels;
- significant governmental influence over many aspects of local economies;
- the seizure, nationalization or expropriation of property or equipment;
- uncertainty of outcome in foreign court proceedings;
- the repudiation, nullification, modification or renegotiation of contracts;
- limitations on insurance coverage, such as war risk coverage, in certain areas;
- political unrest;
- foreign and U.S. monetary policy and foreign currency fluctuations and devaluations;
- the inability to repatriate income or capital;
- complications associated with repairing and replacing equipment in remote locations;
- import-export quotas, wage and price controls, and the imposition of trade barriers;
- U.S. and foreign sanctions or trade embargoes;
- compliance with various jurisdictional regulatory or financial requirements;
- compliance with and changes to taxation;
- other forms of government regulation and economic conditions that are beyond the Group's control; and
- government corruption

In addition, international contract drilling operations are subject to various laws and regulations of the countries in which the Group will operate, including laws and regulations relating to:

- the equipping and operation of drilling units;
- exchange rates or exchange controls;
- the repatriation of foreign earnings;
- oil and gas exploration and development;
- the taxation of offshore earnings and the earnings of expatriate personnel; and
- the use and compensation of local employees and suppliers by foreign contractors.

Some foreign governments favour or effectively require (i) the awarding of drilling contracts to local contractors or to drilling rigs owned by their own citizens, (ii) the use of a local agent or (iii) foreign contractors to employ citizens of, or purchase supplies from, a particular jurisdiction. These practices may adversely affect the Group's ability to compete in those regions. It is difficult to predict what government regulations may be enacted in the future that could adversely affect the international drilling industry. The actions of foreign governments, including initiatives by OPEC, may adversely affect the Group's ability to compete. Failure to comply with applicable laws and regulations, including those relating to sanctions and export restrictions, may subject the Group to criminal sanctions or civil remedies, including fines, the denial of export privileges, injunctions or seizures of assets.

Compliance with, and breach of, the complex laws and regulations governing international trade could be costly, expose the Group to liability and adversely affect the Group's operations

The Group's business in the offshore drilling industry is affected by laws and regulations relating to the energy industry and the environment in the geographic areas where the Group will operate.

Accordingly, the Group is directly affected by the adoption of laws and regulations that, for economic, environmental or other policy reasons, curtail exploration and development drilling for oil and gas. The Group may be required to make significant capital expenditures or operational changes to comply with governmental laws and regulations. It is also possible that such laws and regulations may add significantly to the Group's operating costs or significantly limit drilling activity.

Import activities are governed by unique customs laws and regulations in each of the countries of operation. Moreover, many countries, including the United States, control the export and re-export of certain goods, services and technology and impose related export recordkeeping and reporting obligations.

The laws and regulations concerning import activity, export recordkeeping and reporting, export control and economic sanctions are complex and constantly changing. These laws and regulations may be enacted, amended, enforced or interpreted in a manner materially impacting the Group's operations. Shipments can be delayed and denied export or entry for a variety of reasons, some of which are outside the Group's control and some of which may result from the failure to comply with existing legal and regulatory regimes. Shipping delays or denials could cause unscheduled operational downtime. Any failure to comply with applicable legal and regulatory trading obligations could also result in criminal and civil penalties and sanctions, such as fines, imprisonment, debarment from government contracts, the seizure of shipments, and the loss of import and export privileges.

Offshore drilling in certain areas, including arctic areas, has been curtailed and, in certain cases, prohibited because of concerns over protecting of the environment

New laws or other governmental actions that prohibit or restrict offshore drilling or impose additional environmental protection requirements that result in increased costs to the oil and gas industry, in general, or to the offshore drilling industry, in particular, could adversely affect the Group's performance.

The amendment or modification of existing laws and regulations or the adoption of new laws and regulations curtailing or further regulating exploratory or development drilling and production of oil and gas could have a material adverse effect on the Group's business, results of operations or financial condition. Earnings may be negatively affected by compliance with any such new legislation or regulations.

The Group is subject to complex environmental laws and regulations that can adversely affect the cost, manner or feasibility of doing business

The Group's operations are subject to numerous international, national, state and local laws and regulations, treaties and conventions in force in international waters and the jurisdictions in which the Group's future drilling units are likely to operate or will be registered, which can significantly affect the ownership and future operation of the Group's future drilling units. Compliance with such laws, regulations and standards, where applicable, may require installation of costly equipment or implementation of operational changes and may affect the resale value or useful lifetime of the Group's drilling units. These costs could have a material adverse effect on the Group's business, results of operations, cash flows and financial condition. A failure to comply with applicable laws and regulations may result in administrative and civil penalties, criminal sanctions or the suspension or termination of the Group's operations. Because such conventions, laws, and regulations are often revised, the Group cannot predict the ultimate cost of complying with them or the impact thereof on the resale prices or useful lives of the Group's rigs. Additional conventions, laws and regulations may be adopted which could limit the Group's ability to do business or increase the cost of the Group doing business and which may materially adversely affect the Group's operations.

Environmental laws often impose strict liability for the remediation of spills and releases of oil and hazardous substances, which could subject the Group to liability without regard to whether the Group was negligent or at fault. An oil or chemical spill, for which the Group is deemed a responsible party, could result in the Group incurring significant liability, including fines, penalties, criminal liability and remediation costs for natural resource damages under other federal, state and local laws, as well as third-party damages, which could have a material adverse effect on the Group's business, financial condition, results of operations and cash flows.

The Group will be required by various governmental and quasi-governmental agencies to obtain certain permits, licenses and certificates with respect to the Group's operations, and satisfy insurance and financial responsibility requirements for potential oil (including marine fuel) spills and other pollution incidents. Although the Group will arrange for insurance to cover certain environmental risks, there can be no assurance that such insurance will be sufficient to cover all such risks or that any claims will not have a material adverse effect on the Group's business, results of operations, cash flows and financial condition.

Although the Group's drilling unit is separately owned by a subsidiary of the Company, and any future additional drilling units are expected to be the same, under certain circumstances a parent company and all of the unit-owning affiliates in a group under common control engaged in a joint venture could be held liable for damages or debts owed by one of the affiliates, including liabilities for oil spills. Therefore, it is possible that the Company could be subject to liability upon a judgment against the Group or any one of the Company's subsidiaries.

The Group's future drilling units could cause the release of oil or hazardous substances. Any releases may be large in quantity, above the Group's permitted limits or occur in protected or sensitive areas where public interest groups or governmental authorities have special interests. Any releases of oil or hazardous substances could result in fines and other costs to the Group, such as costs to upgrade the Group's future drilling rigs, clean up the releases and comply with more stringent requirements in the Group's discharge permits. Moreover, these releases may result in the Group's customers or governmental authorities suspending or terminating the Group's operations in the affected area, which could have a material adverse effect on the Group's business, results of operations and financial condition.

If the Group is able to obtain from its customers some degree of contractual indemnification against pollution and environmental damages in the Group's contracts, such indemnification may not be enforceable in all instances or the customer may not be financially able to comply with its indemnity obligations in all cases, and the Group may not be able to obtain such indemnification agreements in the future. In addition, a court may decide that certain indemnities in the Group's contracts are not enforceable.

The Group may not obtain certain insurance coverage. Even if insurance is available and the Group has obtained the coverage, it may not be adequate to cover the Group's liabilities or the Group's insurance underwriters may be unable to pay compensation if a significant claim should occur. Any of these scenarios could have a material adverse effect on the Group's business, results of operations and financial condition.

Failure to comply with international anti-corruption legislation, including the U.S. Foreign Corrupt Practices Act 1977 or the U.K. Bribery Act 2010, could result in fines, criminal penalties, damage to the Group's reputation and drilling contract terminations

The Group is likely to operate the Group's future drilling units in a number of countries throughout the world, including some with developing economies. Also, the Group's business interaction with national oil companies as well as state or government-owned shipbuilding enterprises and financing agencies puts the Group in contact with persons who may be

considered to be "foreign officials" under the U.S. Foreign Corrupt Practices Act of 1977 or the FCPA and the Bribery Act 2010 of the United Kingdom or the U.K. Bribery Act.

In order to effectively compete in some foreign jurisdictions, the Group will utilize local agents and/or establish entities with local operators or strategic partners. All of these activities may involve interaction by the Group's agents with government officials. Even though some of the Group's agents and partners may not themselves be subject to the FCPA, the U.K. Bribery Act or other anti-bribery laws to which the Group may be subject, if the Group's agents or partners make improper payments to government officials or other persons in connection with engagements or partnerships with the Group, the Group could be investigated and potentially found liable for violations of such anti-bribery laws and could incur civil and criminal penalties and other sanctions, which could have a material adverse effect on the Group's business and results of operation.

The Group is subject to the risk that the Group or its affiliated companies or the Group's respective officers, directors, employees and agents may take actions determined to be in violation of anti-corruption laws, including the FCPA and the U.K. Bribery Act. Any such violation could result in substantial fines, sanctions, civil and/or criminal penalties, curtailment of operations in certain jurisdictions, and might adversely affect the Group's business, results of operations or financial condition. In addition, actual or alleged violations could damage the Group's reputation and ability to do business.

If the Group's future drilling units are located in countries that are subject to economic sanctions or other operating restrictions imposed by the United States or other governments, the Group's reputation and the market for the Group's debt and common shares could be adversely affected

Governments may impose economic sanctions against certain countries, persons and other entities that may restrict or prohibit transactions involving such countries, persons and entities. U.S. sanctions in particular are targeted against countries that are heavily involved in the petroleum and petrochemical industries, which include drilling activities.

From time to time, the Group may enter into drilling contracts with countries or government-controlled entities that are subject to sanctions and embargoes imposed by the U.S. government and/or identified by the U.S. government as state sponsors of terrorism where entering into such contracts would not violate U.S. law, or may enter into drilling contracts involving operations in countries or with government controlled entities that are subject to sanctions and embargoes imposed by the U.S government and/or identified by the U.S. government as state sponsors of terrorism. However, this could negatively affect the Company's ability to obtain investors. In some cases, U.S. investors would be prohibited from investing in an arrangement in which the proceeds could directly or indirectly be transferred to or may benefit a sanctioned entity. Moreover, even in cases where the investment would not violate U.S. law, potential investors could view such drilling contracts negatively, which could adversely affect the Group's reputation and the market for the Shares.

The Group will strive to be in compliance with all applicable sanctions and embargo laws and regulations. However, there can be no assurance that the Group will maintain such compliance in the future, particularly as the scope of certain laws may be unclear and may be subject to changing interpretations. Any such violation could result in fines or other penalties and could result in some investors deciding, or being required, to divest their interest, or not to invest, in the Shares. Additionally, some investors may decide to divest their interest, or not to invest in the Shares simply because the Group may do business with companies that do business in sanctioned countries. Moreover, the Group's future drilling contracts may violate applicable sanctions and embargo laws and regulations as a result of actions that do not involve the Company, or the Group's future drilling rigs, and those violations could in turn negatively affect the Group's reputation. Investor perception of the value of the Shares may also be adversely affected by the consequences of war, the effects of terrorism, civil unrest and governmental actions in these and surrounding countries.

An economic downturn could have a material adverse effect on the Group's revenue, profitability and financial position

The Group will depend on its prospective customers' willingness and ability to fund operating and capital expenditures to explore, develop and produce oil and gas, and to purchase drilling and related equipment. There has historically been a strong link between the development of the world economy and the demand for energy, including oil and gas. The world economy is currently facing a number of challenges. Concerns persist regarding the debt burden of certain European countries and their ability to meet future financial obligations and the overall stability of the euro. A renewed period of adverse development in the outlook for the financial stability of European countries, or market perceptions concerning these and related issues, could reduce the overall demand for oil and natural gas and for the Group's services and thereby could affect the Group's financial position, results of operations and cash available for distribution. In addition, turmoil and hostilities in the Ukraine, Korea, the Middle East, North Africa and other geographic areas and countries are adding to the overall risk picture. Negative developments in worldwide financial and economic conditions could further cause the Group's ability to access the capital markets to be severely restricted at a time when the Group would like, or

need, to access such markets, which could impact the Group's ability to react to changing economic and business conditions. Worldwide economic conditions have in the past impacted, and could in the future impact, lenders willingness to provide credit facilities to the Group's prospective customers, causing them to fail to meet their obligations to the Group. In June 2016, the U.K. voted to exit from the European Union (commonly referred to as Brexit). The impact of Brexit and the resulting U.K. and European relationship are uncertain for companies doing business both in the U.K. and the overall global economy. An extended period of adverse development in the outlook for the world economy could also reduce the overall demand for oil and gas and for the Group's services. Such changes could adversely affect the Group's results of operations and cash flows beyond what might be offset by the simultaneous impact of possibly higher oil and gas prices.

The Group's business is capital intensive and will need to raise additional funds through public or private debt or equity offerings to fund its capital expenditures. The Group's ability to access the capital markets may be limited by the Group's financial condition at the time, by changes in laws and regulations or interpretations thereof and by adverse market conditions resulting from, among other things, general economic conditions and contingencies and uncertainties that are beyond the Group's control.

Any reductions in drilling activity by the Group's prospective customers may not be uniform across different geographic regions. Locations where costs of drilling and production are relatively higher, such as Arctic or deepwater locations, may be subject to greater reductions in activity. Such reductions in high cost regions may lead to the relocation of drilling units, concentrating drilling units in regions with relatively fewer reductions in activity leading to greater competition.

If potential lenders are not confident that the Group is able to employ its assets, the Group may be unable to secure additional financing on terms acceptable to the Group or at all for the remaining instalment payments the Group is obligated to make before the delivery of its newbuildings and the Group's other capital requirements.

Failure to obtain or retain highly skilled personnel, and to ensure they have the correct visas and permits to work in the locations in which they are required, could adversely affect the Group's operations

The Group requires highly skilled personnel in the right locations to operate and provide technical services and support for the Group's business. Notwithstanding the general downturn in the drilling industry, in some regions, such as Brazil and Western Africa, the limited availability of qualified personnel in combination with local regulations focusing on crew composition, are expected to further increase the demand for qualified offshore drilling crews, which may increase the Group's costs. These factors could further create and intensify upward pressure on wages and make it more difficult to staff the Group and to service its rigs. Such developments could adversely affect the Group's financial results and cash flow.

The Group's ability to operate worldwide depends on Seadrill Global Services Ltd.'s ("**SGS**") ability to obtain the necessary visas and work permits for personnel provided to the Group to travel in and out of, and to work in, the jurisdictions in which the Group operates. Governmental actions in some of the jurisdictions in which the Group operates may make it difficult for the Group to move personnel in and out of these jurisdictions by delaying or withholding the approval of these permits. If it is not possible to obtain visas and work permits for the employees the Group needs for operating its rigs on a timely basis, or for third-party technicians needed for maintenance or repairs, the Group might not be able to perform its obligations under the Group's future drilling contracts, which could allow the Group's prospective customers to cancel the contracts.

Interest rate fluctuations could affect the Group's earnings and cash flow

In order to finance its growth the Group is may incur significant amounts of debt. All or some of the Group's debt arrangements are expected to have floating interest rates. As such, significant movements in interest rates could have an adverse effect on the Group's earnings and cash flow. In order to manage the Group's exposure to interest rate fluctuations, the Group may use interest rate swaps to effectively fix a part of any floating rate debt obligations. If the Group is unable to effectively manage its interest rate exposure, any increase in market interest rates would increase the Group's interest rate exposure and debt service obligations.

Fluctuations in exchange rates and the non-convertibility of currencies could result in losses to the Group

As a result of the Group's international operations, the Group will be exposed to fluctuations in foreign exchange rates due to revenues being received and operating expenses paid in currencies other than U.S. dollars. Accordingly, the Group may experience currency exchange losses if it has not adequately hedged its exposure to a foreign currency, or if revenues are received in currencies that are not readily convertible. The Group may also be unable to collect revenues because of a shortage of convertible currency available in the country of operation, controls over currency exchange or controls over the repatriation of income or capital.

The Group uses the U.S. dollar as its functional currency because the majority of the Group's revenues and expenses are expected to be denominated in U.S. dollars. Accordingly, the Group's reporting currency is also U.S. dollars. The Group is, however, expected to earn revenues and incur expenses in other currencies and there is a risk that currency fluctuations could have an adverse effect on the Group's statements of operations and cash flows.

Brexit, or similar events in other jurisdictions, can impact global markets, excluding foreign exchange and securities markets, which may have an adverse impact on the Group's business and operations as a result of changes in currency, exchange rates, tariffs, treaties and other regulatory matters.

A change in tax laws in any country in which the Group will operate could result in higher tax expense

The Group is expected to have operations worldwide. Tax laws, regulations and treaties are highly complex and subject to interpretation. Consequently, the Group may be subject to changing tax laws, regulations and treaties in and between the countries in which it operates, including any treaties between Bermuda (where the Company is incorporated) and the Marshall Islands (where the Company's subsidiaries are incorporated) and the United States and other nations. The Group's income tax expense will be based upon the Group's interpretation of the tax laws in effect in various countries at the time that the expense is incurred.

While the Company is a Bermuda tax resident and is subject to a Tax Exemption on Bermuda, the Group will have subsidiaries in various countries throughout the world. Income taxes are based upon the local tax laws, regulations, and international treaties that apply to the various countries in which the Group operates.

A change in these tax laws, regulations or treaties, including those in and involving the United States, Bermuda and the Marshall Islands, or in the interpretation thereof, or in the valuation of any deferred tax assets, which is beyond the Group's control, could result in a materially higher tax expense or a higher effective tax rate on the Group's worldwide earnings.

Furthermore, the Group's income tax returns may be subject to local tax reviews. If tax authorities in any way challenge the Group's intercompany pricing policies and/or operating structures successfully, the Group's effective tax rate may increase considerably resulting in earnings and cash flow from operations being materially impacted.

Climate change and the regulation of greenhouse gases could have a negative impact on the Group's business

Due to concern over the risk of climate change, a number of countries and the International Maritime Organization (the "**IMO**") have adopted, or are considering the adoption of, regulatory frameworks to reduce greenhouse gas emissions. Currently, the emissions of greenhouse gases from international shipping are not subject to the Kyoto Protocol to the United Nations Framework Convention on Climate Change, which entered into force in 2005 and pursuant to which adopting countries have been required to implement national programs to reduce greenhouse gas emissions or the Paris Agreement, which resulted from the 2015 United Nations Framework Convention on Climate Change conference in Paris and entered into force on 4 November 2016. As at 1 January 2013, all ships (including rigs and drillships) must comply with mandatory requirements adopted by the IMO's Maritime Environment Protection Committee (the" **MEPC**"). A roadmap for a "comprehensive IMO strategy on a reduction of GHG emissions from ships" was also approved by MEPC at its 70th session in October 2016. These requirements could cause the Group to incur additional compliance costs.

In addition, the European Union has indicated that it intends to propose an expansion of the existing European Union Emissions Trading Scheme to include emissions of greenhouse gases from marine vessels. In April 2015, a regulation was adopted requiring that large ships (over 5,000 gross tons) calling at European Union ports from January 2018 collect and publish data on carbon dioxide emissions and other information. In the United States, the Environmental Protection Agency (the "**EPA**"), has issued a finding that greenhouse gases endanger the public health and safety and has adopted regulations to limit greenhouse gas emissions from certain mobile sources and large stationary sources. Although the mobile source emissions regulations do not apply to greenhouse gas emissions from drilling units, such regulation of drilling units is foreseeable, and the EPA has received petitions from the California Attorney General and various environmental groups seeking such regulation. In the United States, individual states can also enact environmental regulations. For example, California has introduced caps for greenhouse gas emission and, in the end of 2016, signalled it might take additional actions regarding climate change.

Compliance with changes in laws, regulations and obligations relating to climate change could increase the Group's costs related to operating and maintaining the Group's assets, and might also require the Group to install new emission controls, acquire allowances or pay taxes related to the Group's greenhouse gas emissions, or administer and manage a greenhouse gas emissions program. Any passage of climate control legislation or other regulatory initiatives by the IMO, the European Union, the United States or other countries in which we operate, or any treaty adopted at the international level to succeed the Kyoto Protocol, which restricts emissions of greenhouse gases, could require the Group to make significant financial expenditures which the Group cannot predict with certainty at this time.

Additionally, adverse effects upon the oil and gas industry relating to climate change, including growing public concern about the environmental impact of climate change, may also adversely affect demand for the Group's services. For example, increased regulation of greenhouse gases or other concerns relating to climate change may reduce the demand for oil and gas in the future or create greater incentives for the use of alternative energy sources. Any long-term material adverse effect on the oil and gas industry could have a significant financial and operational adverse impact on the Group's business, including capital expenditures to upgrade the Group's future drilling rigs, which the Group cannot predict with certainty at this time.

Acts of terrorism, piracy, cyber-attack, political and social unrest could affect the markets for drilling services, which may have a material adverse effect on the Group's results of operations

Acts of terrorism, piracy, and political and social unrest, brought about by world political events or otherwise, have caused instability in the world's financial and insurance markets in the past and may occur in the future. Such acts could be directed against companies such as Northern Drilling. The Group's future drilling operations could also be targeted by acts of sabotage carried out by environmental activist groups.

The Group will rely on information technology systems and networks in its operations and administration of the Group's business. The Group's future drilling operations or other business operations could be targeted by individuals or groups seeking to sabotage or disrupt the Group's information technology systems and networks, or to steal data. A successful cyber-attack could materially disrupt the Group's operations, including the safety of the Group's operations, or lead to an unauthorized release of information or alteration of information on the Group's systems. Any such attack or other breach of the Group's information technology systems could have a material adverse effect on the Group's business and results of operations.

In addition, acts of terrorism and social unrest could lead to increased volatility in prices for crude oil and natural gas and could affect the markets for drilling services and result in lower day rates. Insurance premiums could also increase and coverage may be unavailable in the future. Increased insurance costs or increased costs of compliance with applicable regulations may have a material adverse effect on the Group's results of operations.

The Group may be subject to litigation, arbitration and other proceedings that could have an adverse effect on the Group

The Group anticipates that it will be involved in litigation matters from time to time in the future. The operating hazards inherent in the Group's business expose the Group to litigation, including personal injury litigation, environmental litigation, contractual litigation with customers, intellectual property litigation, tax or securities litigation and maritime lawsuits, including the possible arrest of the Group's drilling units. The Group cannot predict with certainty the outcome or effect of any claim or other litigation matter, or a combination of these. If the Group is involved in any future litigation, or if the Group's positions concerning current disputes are found to be incorrect, there may be an adverse effect on the Group's business, financial position, results of operations and available cash, because of potential negative outcomes, the costs associated with asserting the Group's claims or defending such lawsuits, and the diversion of management's attention to these matters.

The Group may also be subject to significant legal costs in defending these actions, which we may or may not be able to recoup depending on the results of such claim.

The Group cannot guarantee that the use of the Group's drilling units will not infringe the intellectual property rights of others

The majority of the intellectual property rights relating to the Group's future drilling units and related equipment are to be owned by the Group's suppliers. In the event that one of the Group's suppliers becomes involved in a dispute over an infringement of intellectual property rights relating to equipment owned by the Group, it may lose access to repair services or replacement parts, or could be required to cease using some equipment. In addition, the Group's competitors may assert claims for infringement of intellectual property rights related to certain equipment on the Group's future drilling units and the Group may be required to stop using such equipment and/or pay damages and royalties for the use of such equipment. The consequences of these technology disputes involving the Group's suppliers or competitors could adversely affect the Group's financial results and operations.

A continued downturn in activity in the oil and gas drilling industry is likely to have an adverse impact on the Group's business and results of operations

The oil and gas drilling industry is cyclical and is currently in a prolonged downcycle. The price of Brent crude has fallen from USD 115 per barrel in June 2014 to USD 52 per barrel in August 2017, while it has been even lower than the current price level several times between November 2015 and today. The significant decrease in oil and natural gas prices

reduced many of the Group's prospective customers' demand for the Group's services, due to significant decreases in budgeted expenditures for offshore drilling.

A continued reduced or declining capital spending levels, coupled with additional newbuild supply, are likely to continue intense price competition and put significant pressure on day rates. If the Group is unable to secure contracts for its drilling units, the Group may idle or stack its units. When idled or stacked, drilling units do not earn revenues, but continue to require cash expenditures for crews, fuel, insurance, berthing and associated items. Without drilling contracts or additional financing being available when needed or available only on unfavourable terms, the Group will be unable to meet its obligations as they come due or the Group may be unable to enhance its business, complete additional drilling unit acquisitions or otherwise take advantage of business opportunities as they arise.

2.2 Risks Relating to the Shares

The price of the Shares may fluctuate significantly.

The trading price of the Shares could fluctuate significantly in response to a number of factors beyond the Company's control, including quarterly variations in operating results, adverse business developments, changes in financial estimates and investment recommendations or ratings by securities analysts, significant contracts, acquisitions or strategic relationships, publicity about the Company, its products and services or its competitors, lawsuits against the Company, unforeseen liabilities, changes to the regulatory environment in which it operates or general market conditions.

In recent years, the stock market has experienced extreme price and volume fluctuations. This volatility has had a significant impact on the market price of securities issued by many companies. Those changes may occur without regard to the operating performance of these companies. The price of the Shares may therefore fluctuate based upon factors that have little or nothing to do with the Company, and these fluctuations may materially affect the price of its Shares.

Future issuances of shares or other securities in the Company may dilute the holdings of shareholders and could materially affect the price of the Shares.

It is possible that the Company may decide to offer additional shares or other securities in order to finance new capital-intensive investments in the future, to cover unanticipated liabilities or expenses, or for any other purposes. Any such additional offering could reduce the proportionate ownership and voting interests of holders of Shares as well as the earnings per Share and the net asset value per Share of the Company, and any offering by the Company could have a material adverse effect on the market price of the Shares.

The Company may not pay dividends.

Pursuant to the Company's dividend policy, dividends are only expected to be paid in certain conditions described in Section 14 "Dividend and Dividend Policy" are fulfilled. In addition, the Company may choose not to, or may be unable, to pay dividends. The amount of dividends paid by the Company, if any, for a given financial period, will depend on, among other things, the Company's future operating results, cash flows, financial position, capital requirements, the sufficiency of its distributable reserves, the ability of the Company's subsidiaries to pay dividends to the Company, credit terms, general economic conditions, legal restrictions (as set out in Section 14.2 "Legal Constraints on the Distribution of Dividends") and other factors that the Company may deem to be significant from time to time.

There are certain risks connected to the shares being registered in the Norwegian Central Securities Depository (Nw. Verdipapirsentralen) ("VPS").

The Shares listed on Oslo Axess are for the purpose of Bermudian company law, registered in the Company's register of members in the name of DNB Bank ASA (the "**VPS Registrar**"), which holds the shares as a nominee on behalf of the beneficial owners. For the purpose of enabling trading of shares on Oslo Axess, the Company maintains a register in the VPS, where the beneficial ownership interests in the shares and transfer of such beneficial ownership interests are recorded.

The Company has entered into a registrar agreement with the VPS Registrar where the VPS Registrar is appointed as registrar and nominee, in order to provide for the registration of each investor's beneficial ownership in the shares in the VPS on investors' individual VPS accounts.

In accordance with market practice in Norway and system requirements of the VPS, the beneficial ownership of investors is registered in the VPS under the name of a "share" and the beneficial ownership is listed and traded on Oslo Axess as "shares" in the Company. Investors who purchase shares (although recorded as owners of the shares in the VPS) will have no direct rights against the Company.

Each VPS-registered share represents evidence of beneficial ownership of one of the shares for the purposes of Norwegian law, however such ownership would not necessarily be recognized by a Bermudian or other court. The VPS-registered

shares are freely transferable with delivery and settlement through the VPS-system. Investors must look solely to the VPS Registrar for the payment of dividends, for the exercise of voting rights attached to the shares and for all other rights arising in respect of the shares.

Investors may not be able to exercise their voting rights for Shares registered in a nominee account.

Beneficial owners of the Shares that are registered in a nominee account (such as through brokers, dealers or other third parties) may not be able to vote for such Shares unless their ownership is (a) re-registered in their names with the VPS, as the branch register, or in the principal share register maintained in Bermuda, prior to the Company's general meetings or (b) the registered nominee holder grants a proxy to such beneficial owner in the manner provided for in the Company´s bye laws in force at that time and pursuant to the contractual relationship, if any, between the nominee and the beneficial owner, to vote for such Shares. The Company cannot guarantee that beneficial owners of the Shares will receive the notice of a general meeting of shareholders of the Company in time to instruct their nominees to either effect a re-registration of their Shares or otherwise vote for their Shares in the manner desired by such beneficial owners. Any persons that hold their Shares through a nominee arrangement should consult the nominee to ensure that any Shares beneficially held are voted for in the manner desired by such beneficial owner.

Investors may have difficulty enforcing any judgment obtained in the United States against the Company or its directors

The Company is incorporated under the laws of Bermuda and its current directors and executive officers reside outside the United States, except for the chairman of the board. Furthermore, most of the Company's assets and most of the assets of the Company's directors and executive officers are expected to be located outside the United States. As a result, investors may be unable to effect service of process on the Company or its directors and executive officers or enforce judgments obtained in the United States courts against the Company or such persons in the United States, including judgments predicated upon the civil liability provisions of the federal securities laws of the United States.

The transfer of the Shares is subject to restrictions under the securities laws of the United States and other jurisdictions

The Shares have not been registered under the U.S. Securities Act or any U.S. state securities laws or any other jurisdiction outside of Norway and are not expected to be registered in the future. As such, the Shares may not be offered or sold except pursuant to an exemption from the registration requirements of the U.S. Securities Act and applicable securities laws. In addition, there can be no assurances that shareholders residing or domiciled in the United States will be able to participate in future capital increases or rights offerings.

Shareholders are subject to currency risk

The Shares listed are traded in NOK while the majority of the Company's transactions, assets and liabilities are denominated in USD, its functional currency. Accordingly, an investor should consider the exposure towards the risk of fluctuations in the exchange rate between the two currencies.

3. RESPONSIBILITY STATEMENT

The Board of Directors of Northern Drilling Ltd. accepts responsibility for the information contained in this Prospectus. The members of the Board of Directors confirm that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of their knowledge, in accordance with the facts and contains no omissions likely to affect its import.

7 December 2017

The Board of Directors of Northern Drilling Ltd

Gary Casswell (Chairman)
David McManus (Director)
Georgina Sousa (Director)

4. GENERAL INFORMATION

This Section provides general information on the presentation of financial and other information, as well as the use of forward-looking statements, in this Prospectus. You should read this information carefully before continuing.

4.1 Cautionary Note Regarding Forward-Looking Statements

This Prospectus includes forward-looking statements that reflect the Company's current views with respect to future events and financial and operational performance; including, but not limited to, statements relating to the risks specific to the Company's business, future earnings, the ability to distribute dividends, the solution to contractual disagreements with counterparties, the implementation of strategic initiatives as well as other statements relating to the Company's future business development and economic performance ("**Forward-looking Statements**"). These Forward-looking Statements can be identified by the use of forward-looking terminology; including the terms "assumes", "projects", "forecasts", "estimates", "expects", "anticipates", "believes", "plans", "intends", "may", "might", "will", "would", "can", "could", "should" or, in each case, their negative or other variations or comparable terminology. These Forward-looking Statements are not historical facts. They appear in a number of places throughout this Prospectus; Section 7 "Business Overview", Section 8 "Industry Overview" and Section 14 "Dividend and Dividend Policy" and include statements regarding the Company's intentions, beliefs or current expectations concerning, among other things, goals, objectives, financial condition and results of operations, liquidity, outlook and prospects, growth, strategies, impact of regulatory initiatives, capital resources and capital expenditure and dividend targets, and the industry trends and developments in the markets in which the Group operates.

Prospective investors in the Shares are cautioned that forward-looking statements are not guarantees of future performance and that the Company's actual financial position, operating results and liquidity, and the development of the industry in which the Company operates may differ materially from those contained in or suggested by the forward-looking statements contained in this Prospectus. The Company cannot guarantee that the intentions, beliefs or current expectations that these forward-looking statements are based will occur.

By their nature, forward-looking statements involve and are subject to known and unknown risks, uncertainties and assumptions as they relate to events and depend on circumstances that may or may not occur in the future. Because of these known and unknown risks, uncertainties and assumptions, the outcome may differ materially from those set out in the forward-looking statements. Should one or more of these risks and uncertainties materialize, or should any underlying assumption prove to be incorrect, the Company's business, actual financial condition, cash flows or results of operations could differ materially from that described herein as anticipated, believed, estimated or expected.

The information contained in this Prospectus, including the information set out under Section 2 "Risk Factors", identifies additional factors that could affect the Company's financial position, operating results, liquidity and performance. Prospective investors in the Shares are urged to read all sections of this Prospectus and, in particular, Section 2 "Risk Factors" for a more complete discussion of the factors that could affect the Company's future performance and the industry in which the Company operates when considering an investment in the Shares.

Except as required according to Section 7-15 of the Norwegian Securities Trading Act, the Company undertakes no obligation to publicly update or publicly revise any forward-looking statement, whether as a result of new information, future events or otherwise. All subsequent written and oral forward-looking statements attributable to the Company or to persons acting on the behalf of the Company are expressly qualified in their entirety by the cautionary statements referred to above and contained elsewhere in this Prospectus.

4.2 Presentation of Industry Data and Other Information

Sources of Industry and Market Data

To the extent not otherwise indicated, the information contained in this Prospectus on the market environment, market developments, growth rates, market trends, market positions, industry trends, competition in the industry in which the Company operates and similar information are estimates based on data compiled by professional organisations, consultants and analysts; in addition to market data from other external and publicly available sources, including market data from IHS Petrodata and Rystad Energy, as well as the Company's knowledge of the markets.

Market data from IHS Petrodata, Arctic Securities and Rystad Energy is not publicly available, but can be obtained against payment through IHS Petrodata's website login.ods-petrodata.com, Arctic Securities' website http://online.arcticsec.no/ and Rystad Energy's website www.rystadenergy.com, respectively.

While the Company has compiled, extracted and reproduced such market and other industry data from external sources, the Company has not independently verified the correctness of such data. Thus, the Company takes no responsibility for

the correctness of such data. The Company cautions prospective investors not to place undue reliance on the above mentioned data.

Although the industry and market data is inherently imprecise, the Company confirms that where information has been sourced from a third party, such information has been accurately reproduced and that as far as the Company is aware and is able to ascertain from information published by that third party, no facts have been omitted that would render the reproduced information inaccurate or misleading. Where information sourced from third parties has been presented, the source of such information has been identified.

In addition, although the Company believes its internal estimates to be reasonable, such estimates have not been verified by any independent sources and the Company cannot assure prospective investors as to their accuracy or that a third party using different methods to assemble, analyse or compute market data would obtain the same results. The Company does not intend to or assume any obligations to update industry or market data set forth in this Prospectus. Finally, behaviour, preferences and trends in the marketplace tend to change. As a result, prospective investors should be aware that data in this Prospectus and estimates based on those data may not be reliable indicators of future results.

Financial Information; Alternative Performance Measures (Non-U.S. GAAP Measures)

In this Prospectus, the Group has used basic Alternative Performance Measures ("**APMs**") like EBITDA, adjusted EBITDA, EBIT and TCE. The APMs presented herein are not measurements of performance under US GAAP or other generally accepted accounting principles and investors should not consider any such measures to be an alternative to: (a) operating revenue or operating profit, as a measure of the Group's operating performance; or (b) any other measures of performance under generally accepted accounting principles. The APMs presented herein may not be indicative of the Group's historical operating results, nor are such measures meant to be predictive of the Group's future results. The Group believes that these APMs are commonly reported by companies in the market in which it competes and are widely used by investors in comparing performance on a consistent basis without regard to factors such as depreciation and amortization, which can vary significantly depending upon accounting methods or based on non-operating factors. Accordingly, the Group discloses the non-US GAAP financial measures presented herein to permit a more complete and comprehensive analysis of its operating performance relative to other companies and across periods, and of the Group's ability to service its debts. Because companies calculate the APMs presented herein differently, the Group's presentation of these APMs may not be comparable to similarly titled measures used by other companies.

Other Information

In this Prospectus, all references to "NOK" are to the lawful currency of Norway, all references to "EUR" are to the lawful currency of the EU and all references to "U.S. dollar", "US$", "USD", or "$" are to the lawful currency of the United States of America.

In this Prospectus all references to "EU" are to the European Union and its Member States as of the date of this Prospectus; all references to "EEA" are to the European Economic Area and its member states as of the date of this Prospectus; and all references to "US", "U.S." or "United States" are to the United States of America.

Certain figures included in this Prospectus have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly.

5. THE PRIVATE PLACEMENT

This Section provides summary information about the Private Placement of the Company. You should read this Section in conjunction with the other parts of this Prospectus, in particular, Section 6 "Reasons for the Private Placement; Use of Proceeds", Section 7 "Business Overview", Section 9 "Capitalization and Indebtedness" and Section 11 "Operating and Financial Review".

5.1 Raising of new equity – Overview of the Private Placement

On 9 November 2017, the Company announced the Private Placement of new Shares of a total of NOK 2,032,000,000, equaling approximately USD 250 million. The Private Placement Shares were subscribed for at a fixed subscription price of NOK 64.00 per Share, and was set with reference to the market price of the Shares as traded on Oslo Axess on 9 November 2017.

In order to facilitate timely settlement of immediately tradable shares to subscribers in the Private Placement (other than Hemen and certain other investors), delivery of shares allocated in the Private Placement was made by delivery of existing and unencumbered shares in the Company, pursuant to a share lending agreement entered into between the Company, Pareto Securities AS (on behalf of the Managers) and Greenwich. Settlement in the Private Placement took place on 14 November 2017, whereby the shares delivered to the relevant investors were fully tradable on Oslo Axess. The Managers settled the share loan with a number of new shares in the Company issued in connection with the Private Placement equal to the number of borrowed Shares.

On 9 March 2017, the Board of Directors resolved to increase the Company's share capital pursuant to the authorized share capital of the Company, from USD 46,000,100 to USD 77,750,100 by issue of the 31,750,000 Private Placement Shares. The Private Placement Shares were delivered under a separate ISIN and will be registered on the Company's ordinary ISIN BMG6624L1090 with the VPS in book-entry form upon approval of this Prospectus. The Private Placement Shares carry full shareholder rights and rank in parity with all Shares in the Company. Each Private Placement Share has a par value of USD 1.00 and carries one vote per Share.

Following issuance of the Private Placement Shares, the Company has an issued share capital of USD 77,750,100 divided into 77,750,100 common shares.

5.2 Participation of Members of the Management and Major Shareholders in the Private Placement

Members of Management did not participate in the Private Placement. Hemen, a company indirectly controlled by trusts established by Mr John Fredriksen for the benefit of his immediate family and affiliated with Greenwich, was allocated 8,257,000 Private Placement Shares at the subscription price of NOK 64.00 in the Private Placement. On 5 December 2017, Greenwich transferred its full holding of 23,000,100 shares in the Company to Hemen, as part of a group internal reorganization. Following the transfer, Hemen holds 31,257,100 Shares in the Company, equaling approximately 40.20 % of the Company's common Shares and votes, and Greenwich is no longer a shareholder in the Company.

5.3 Expenses

The Company estimates that the total expenses in connection with the Private Placement will amount to approximately USD 3.9 million.

5.4 Interests of Natural Legal Persons Involved in the Private Placement

The Managers or their affiliates have provided from time to time, and may provide in the future, investment and commercial banking services to the Company and its affiliates in the ordinary course of business, for which they may have received and may continue to receive customary fees and commissions. The Managers, their employees and any affiliates may currently own Shares in the Company. The Managers do not intend to disclose the extent of any such investments or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

In accordance with market practice, the Managers received a fee calculated as a certain percentage of the proceeds from the Private Placement as compensation for their services.

Beyond the abovementioned, the Company is not aware of any interest of natural and legal persons involved in the Private Placement.

6. USE OF PROCEEDS; REASONS FOR THE PRIVATE PLACEMENT

The discussion about use of proceeds below only addresses the intentions of the Company as of the date of this Prospectus; and no assurance can be made that the proceeds actually will be applied to all or any of the purposes identified herein.

6.1 Reasons for the Private Placement

The reason for the Private Placement was to provide the Company with funds enabling the Company to further expand its fleet and for general corporate purposes.

6.2 Use of Proceeds

The gross proceeds from the Private Placement were NOK 2,032,000,000, or approximately USD 250 million. The Company estimates that the total expenses in connection with the Private Placement, will amount to approximately USD 3.9 million. Hence, the net cash proceeds from the Private Placement, is estimated to amount to approximately USD 246.1 million.

The Company intends to apply the net proceeds of the Private Placement for further fleet expansion and for general corporate purposes.

For the purposes of arriving at the abovementioned USD figures, amounts in NOK have been translated to USD on the basis of a NOK/USD exchange rate of 8.128.

6.3 Dilution

The table below shows the percentage split of the Company's share capital following the Private Placement; split by pre-Private Placement share capital and share capital issued in the Private Placement:

Pre-Private Placement share capital	59.16%
Private Placement share capital	40.84%

The Private Placement resulted in a dilution of the then existing shareholders of the Company of approximately 60%.

7. BUSINESS OVERVIEW

This Section provides an overview of the business of the Group as of the date of this Prospectus. The following discussion contains Forward-looking Statements that reflect the Company's plans and estimates; see Section 4.1 "General Information—Cautionary Note Regarding Forward-Looking Statements". You should read this Section in conjunction with the other parts of this Prospectus, in particular Section 2 "Risk Factors".

7.1 Operations and Principle Activities

Introduction

Northern Drilling is a newly-established international drilling contractor to the oil and gas industry, with the ambition of acquiring and operating modern drilling assets. By uniting low asset prices with a capable operating organisation, the Company will take advantage of opportunities in a rapidly changing oil and gas industry. The Company has initially targeted the harsh environment sector and will continue to dedicate resources for further growth within this segment. The Company has an opportunistic growth strategy and will carefully review opportunities also for more benign and shallow water operations. With its contemplated fleet of drilling rigs the Company intends to deliver safe and high quality drilling operations to its prospective customers.

Management Structure

The Company does not have any employees, and its interim CEO is engaged through Seatankers Management Co. Ltd. ("**Seatankers**"). The Company has also entered into various contracts for management services for general administration, contract management, building supervision, crew and technical management services. For in depth descriptions of these charter and management agreements please see Section 7.4 - "*Material Contracts*" and Section 13 "*Related Party Transactions*".

Fleet

As of the date of this Prospectus, the Company owns one semi-submersible rig currently under construction, HHI HE Semi 1 (the "**Semi 1**"), previously known as "West Mira", which is expected to be delivered to the Company in January 2019. Further, the Company has an option from Seatankers to acquire a second semi-submersible, HHI HE Semi 2 (the "**Semi 2**"), previously known as Bollsta Dolphin, that Seatankers in turn has an option to acquire from HHI.

	Semi 1	**Semi 2**
Design	Moss Maritime CS-60E (NCS compliant)	Moss Maritime CS-60E (NCS compliant)
Drilling equipment	Single + offline	Single + offline
Static hook load	2.3MM lbs	2.5MM lbs
Water depth capacity (ft.)	10,000	10,000
Drilling depth equipped (ft.)	40,000	40,000
Accommodation	150 single	140 single
Variable deck load (MT)	7,100	7,500
Thruster capacity (kW)	8 x 4,200	8 x 4,800
Dynamic positioning / Mooring	DP3/ 8 point mooring	Posmoor ATA/8 point mooring
Winterized	Yes	Yes

Competition

The offshore drilling industry is highly competitive, with market participants ranging from large multinational companies to small locally-owned companies.

Regulatory and Environmental Matters

The Company's operations are subject to numerous laws and regulations in the form of international treaties and maritime regimes, flag state requirements, national environmental laws and regulations, navigation and operating permits requirements, local content requirements, and other national, state and local laws and regulations in force in the jurisdictions in which the drilling units may operate or become registered, which can significantly affect the ownership and operation of the Company's drilling units. See Section 2 "Risk Factors".

The Company's drilling units will be subject to regulatory requirements of the flag state where the drilling unit is registered. The flag state requirements are international maritime requirements and in some cases further interpolated by the flag state itself. These requirements include, but are not limited to, MARPOL, the CLC, ILO, the Bunker Convention, SOLAS, the ISM Code, MODU Code and the BWM Convention. These various conventions regulate air emissions and other discharges to the environment from the Group's drilling units worldwide, and we may incur costs to comply with these regimes and continue to comply to these regimes as they may be amended in the future. In addition, these conventions impose liability for certain discharges, including strict liability in some cases. The agreed minimum standard requirements allow a drilling unit or ship to work worldwide. However, some flag states are working outside of these international conventions and for those flag states a drilling unit or ship will not be able to work worldwide.

Further, the drilling units must be "classed" by a classification society. The classification society certifies that the drilling rig is "in-class," signifying that such drilling rig has been built and maintained in accordance with the rules of the classification society and complies with applicable rules and regulations of the flag state and the international conventions of which that country is a member. Maintenance of class certification requires expenditure of substantial sums, and can require taking a drilling unit out of service from time to time for repairs or modifications to meet class requirements.

The Company is also subject to certain Environmental laws and regulations, such as the U.S. Oil Pollution Act of 1990, or OPA, the Comprehensive Environmental Response, Compensation and Liability Act, or CERCLA, the U.S. Clean Water Act, or CWA, the U.S. Clean Air Act, or CAA, the U.S. Outer Continental Shelf Lands Act and the U.S. Maritime Transportation Security Act of 2002, or the "MTSA, European Union regulations. In certain circumstances, these laws may impose strict liability, rendering the Company liable for environmental and natural resource damages without regard to negligence or fault on the Group's part. Implementation of new environmental laws or regulations that may apply to ultra-deepwater drilling units may subject the Company to increased costs or limit the operational capabilities of its drilling units and could materially and adversely affect the Company's operations and financial condition.

The Company's operations are subject to special safety regulations relating to drilling and to the oil and gas industry in many of the countries where it may operate. The United States undertook substantial revision of the safety regulations applicable to the Group's industry following the Deepwater Horizon Incident, in which the Company was not involved, that led to the Macondo well blow out situation, in 2010. Other countries are also undertaking a review of their safety regulations related to the Group's industry. These safety regulations may impact the Company's operations and financial results. For instance, the revisions to the regulations in the United States have resulted in new requirements, such as specific requirements for maintenance and certification of BOP's, which may cause the Company to incur cost and may result in additional downtime for the Group's drilling units in the U.S. Gulf of Mexico.

In addition to the requirements described above, the Company's international operations in the offshore drilling segment are subject to various other international conventions and laws and regulations in countries in which the Company may operate, including laws and regulations relating to the importation of, and operation of, drilling units and equipment, currency conversions and repatriation, oil and gas exploration and development, taxation of offshore earnings and earnings of expatriate personnel, the use of local employees and suppliers by foreign contractors and duties on the importation and exportation of drilling units and other equipment.

7.2 History and Development

The Company was incorporated in Bermuda as an exempted company under the Bermuda Companies Act on 2 March 2017, as a wholly-owned subsidiary of Greenwich, with its principal executive offices located in Hamilton, Bermuda.

In March 2017, HHI and a wholly-owned subsidiary of the Company entered into an agreement concerning the purchase of the Semi 1, which is currently under construction at HHI and had previously been ordered and later cancelled by Seadrill Ltd., a related party to the Company. The purchase price is USD 365.0 million payable in two equal instalments, whereby the first instalment has been paid.

Furthermore, in March 2017, the Company announced that it had issued 46,000,000 Shares in a private placement raising gross proceeds of USD 230 million.

The Company was registered on the NOTC-list from 20 March 2017 and until the Shares were assumed for listing on Oslo Axess from 26 October 2017.

On 1 September 2017, the Company was granted an option from Seatankers to acquire the Semi 2 from HHI for a purchase price of USD 400 million, which Seatankers in turn has an option to acquire from HHI under an option agreement entered into between Seatankers and HHI in March 2017 on similar terms. The Company has not made any payment to Seatankers in exchange for this option. The option will lapse if not exercised by 31 December 2017.

On 10 November 2017, the Company announced that it had successfully placed 31,750,000 Shares in the Private Placement raising gross proceeds of approximately USD 250 million.

7.3 Disclosure About Dependency on Contracts, Patents and Licenses

The Company is not materially dependent on any patents, licences, *industrial, commercial or financial contracts or new manufacturing processes* as of the date of this Prospectus, except for the contracts described in Section 7.4 "Material Contracts" and Section 13 "Related Party Transactions" below.

7.4 Material Contracts

As of the date of this Prospectus, neither the Company nor its subsidiaries have entered into any material contracts outside the ordinary course of business during the last two years. Below is a summary of the material contracts entered into by the Company and its subsidiaries which are within the ordinary course of business of the Group.

Some of the Group's material contracts are also contracts with related parties. For a further description of these contracts please see Section 13 "Related Party Transactions".

Seadrill Management Agreement

In May 2017, West Mira Inc., a wholly-owned subsidiary of the Company, and SGS, a wholly-owned subsidiary of Seadrill, entered into a management agreement whereby SGS agrees to perform West Mira Inc.'s scope of work under the purchase agreement for the Semi 1 and to carry out the supervision of the construction of the Semi 1 from 10 March 2017 to the delivery date of the Semi 1. The agreement also gives SGS the right of first refusal in the event of a proposed sale by the Company of the Semi 1 to a third party, from 30 April 2018 for the duration of the agreement.

Seatankers Management Agreement

The Company and its subsidiaries receive services from Seatankers, an affiliated company of Hemen. Pursuant to a management agreement dated 21 November 2017, the Company and its subsidiaries receive services from Seatankers relating to general administration and contract management services, including business advisory, shipping related and other support services. The Company pays Seatankers a service fee equal to actual costs and expenses incurred by Seatankers in providing the relevant services thereunder together with a mark-up of 5% of such costs and expenses, and the Company may at any time terminate the management agreement by giving notice to Seatankers. The Company's interim CEO is employed under this agreement.

Semi 1 Purchase Agreement

On 10 March 2017, the Company's wholly-owned subsidiary, West Mira Inc. entered into an agreement with HHI for the purchase of the Semi 1. The purchase price for the rig is USD 365 million, payable in two equal instalments. The first instalment was paid in cash shortly after the agreement was entered into, while the remaining instalment is payable upon delivery of the rig. It is expected that certain pre-delivery expenses and other working capital requirements will incur prior to delivery of the rig. Delivery date is 31 December 2018, but the Company has the right to extend delivery by a period of up to thirty-one days (31 January 2019), or take early delivery subject to giving HHI a three months' notice. The Company intends to take delivery in January 2019.

Semi 2 Option Agreement

On 1 September 2017, the Company's wholly-owned subsidiary Northern Rig Holding Ltd. entered into an agreement with Seatankers, whereby Seatankers granted Northern Rig Holding Ltd. an option to acquire the Semi 2, which Seatankers in turn has an option to acquire from HHI under the HHI Option Agreement. This option may be exercised by the company within a period ending on 31 December 2017. Nor the Company or Northern Rig Holding Ltd. has made any payment to Seatankers in exchange for the option, and if exercised the terms of acquisition for Northern Rig Holding Ltd. are back-to-back with the terms Seatankers has agreed with HHI. If Northern Rig Holding Ltd. exercises the option to acquire the Semi 2, the company shall pay a purchase price of USD 400 million, payable in two equal instalments. Pursuant to the HHI Option Agreement, HHI may require Seatankers to provide a parent company guarantee, following which Northern Rig Holding Ltd. shall pay Seatankers a guarantee fee of USD 400,000 upon execution of such guarantee (if required).

7.5 Legal and Arbitration Proceedings

As of the date of this Prospectus, the Company is not aware of any governmental, legal or arbitration proceedings during the course of the preceding twelve months, including any such proceedings which are pending or threatened, of such importance that they have had in the recent past, or may have, a significant effect on the Company or the Group's financial position or profitability.

Research and Development

The Group is not involved in any material research and development activities.

8. INDUSTRY OVERVIEW

This Section discusses the industry and markets in which the Group operates. Certain of the information in this Section relating to market environment, market developments, growth rates, market trends, industry trends, competition and similar information are estimates based on data compiled and obtained by professional organisations, consultants and analysts, including Arctic Securities[1], Rystad Energy[2] and IHS Petrodata; in addition to market data from other external and publicly available sources, and the Company's knowledge of the markets, see Section 4.2 "General Information—Presentation of Market Data and Other Information—Sources of Industry and Market Data". The following discussion contains Forward-looking Statements, see Section 4.1 "General Information—Cautionary Note Regarding Forward-Looking Statements". Any forecast information and other Forward-looking Statements in this Section are not guarantees of future outcomes and these future outcomes could differ materially from current expectations. Numerous factors could cause or contribute to such differences, see Section 2 "Risk Factors" for further details.

8.1 Overview

The Company operates within the offshore contract drilling services market which constitutes a part of the international oil and gas service industry. The fundamental driver of oil and gas drilling activity is oil companies investments in exploration, development and production of crude oil and natural gas.

The global offshore drilling market is cyclical where the drilling operators' operating results are directly linked to oil and gas companies' regional and worldwide levels of offshore exploration and development spending. Offshore exploration and development spending may fluctuate from year-to-year and from region-to-region depending on several factors, including amongst others:

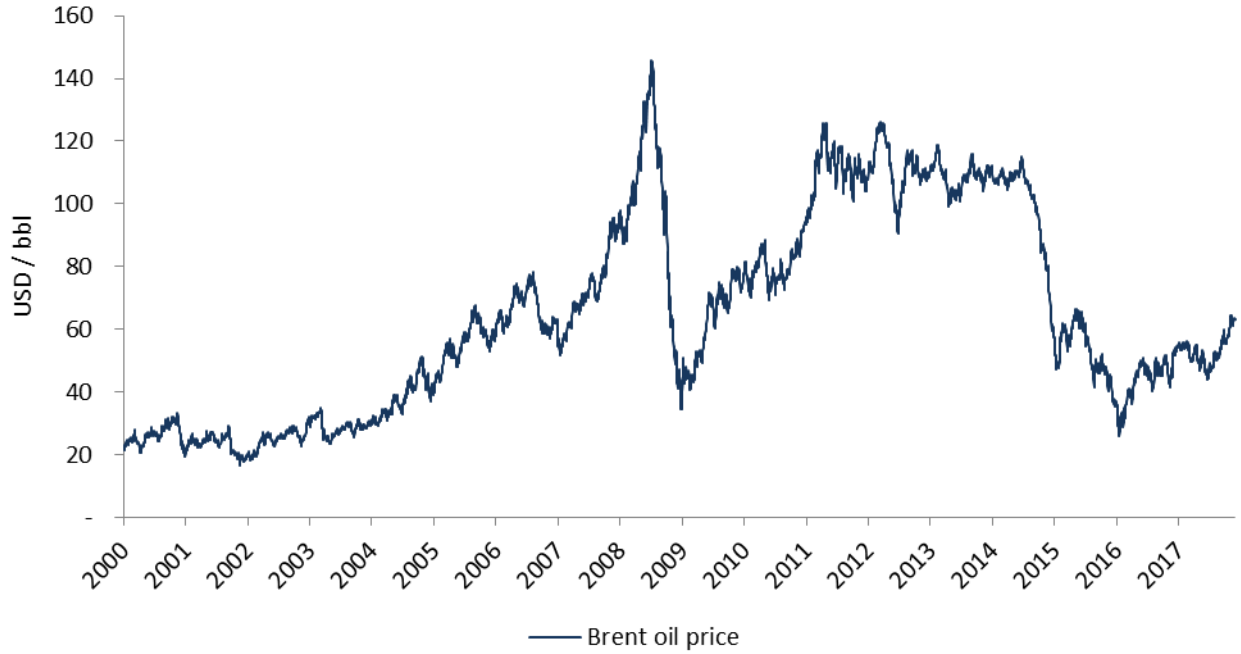
General worldwide economic activity;

- Worldwide supply and demand for natural gas products and crude oil;
- Oil and gas operators' expectations regarding crude oil and natural gas prices;
- Disruption to exploration and development activities due to severe weather conditions;
- Anticipated production levels and inventory levels;
- Political, social and legislative environments in major oil and gas producing regions;
- Regional and global economic conditions and changes therein; and
- The attractiveness of the underlying geographical prospects, in both specific fields and geographic locations.

1 Information from this source in the Prospectus is available against payment through Arctics Securities' website http://online.arcticsec.no/

2 Information from this source in the Prospectus is available against payment through Rystad Energy's website www.rystadenergy.com.

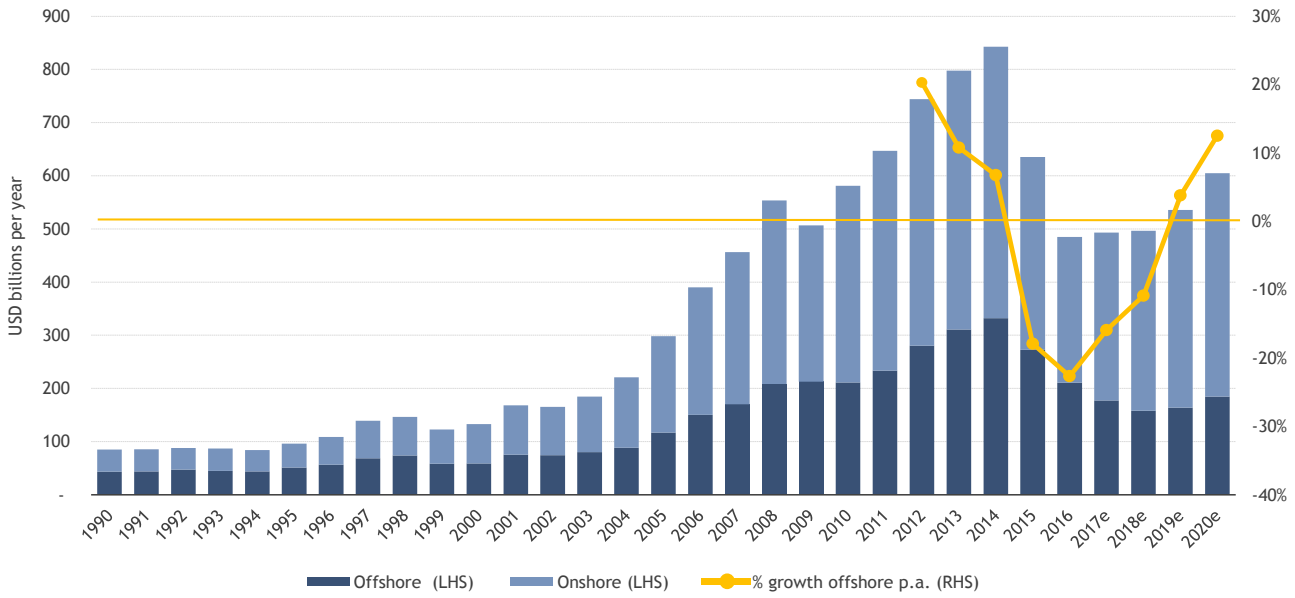
Figure 1: Oil price development since 2000, including forecast for 2018-2020 – Brent crude oil (USD/bbl per day)



Source: Factset

Oil prices have historically been cyclical and volatile. The current cycle began with the sharp downturn in prices in 2014 and 2015, as a consequence of strong production growth in the US and the Middle East. Oil prices have been recovering since the first quarter of 2016, when they briefly fell below USD 30/bbl. Lower prices have stimulated global oil demand and slowed supply growth. In late 2016, OPEC countries and a select group of non-OPEC countries, including Russia, agreed to reduce oil production by 1.8 mbd, about 2% of global supply, with the intention of bringing down commercial oil inventories and stabilizing the market. In June 2017, the agreement was extended through March 2018. Prices rose above USD 50/bbl when the agreement was announced and global benchmarks Brent and WTI have been trading between USD 45 and 55 since then. Commercial oil inventories, which had built to record levels in 2015 and 2016, have been declining since the spring of 2017. The stated objective of the OPEC countries is to bring the level of inventories back to their 5 year average before considering abandoning the production cuts, and by September 2017 the inventory surplus versus the 5 year average has nearly halved since peak in 2016.

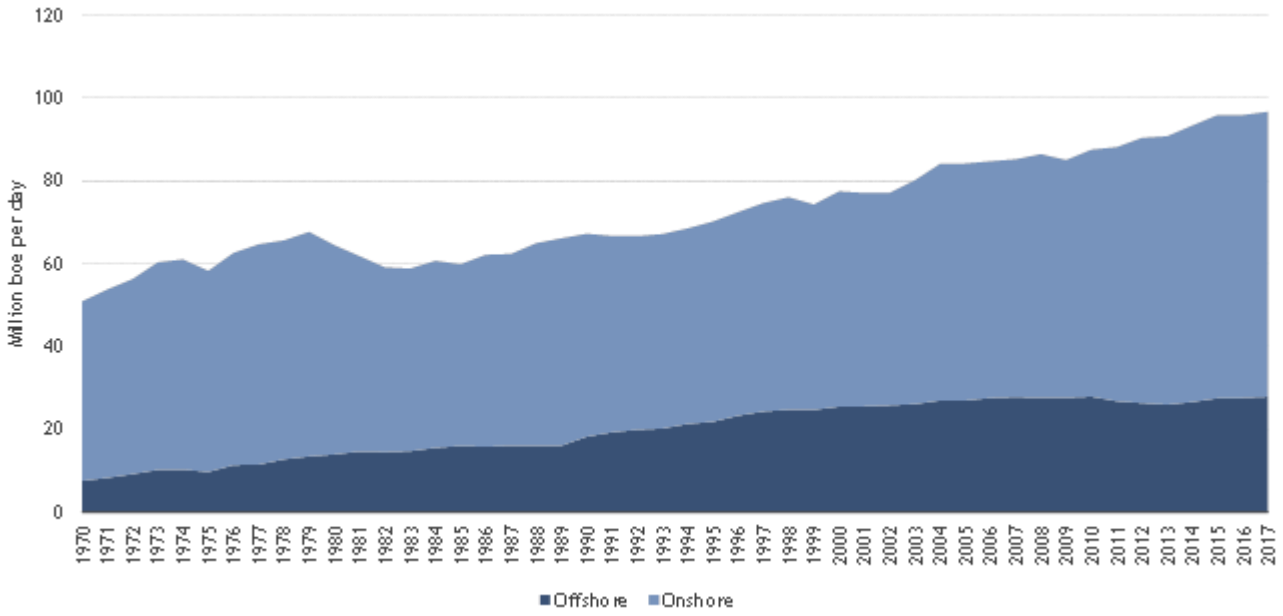
Figure 2: Global E&P spending since 1990, split between offshore and onshore (USD billions)



Source: Rystad Energy, Arctic Securities Equity Research

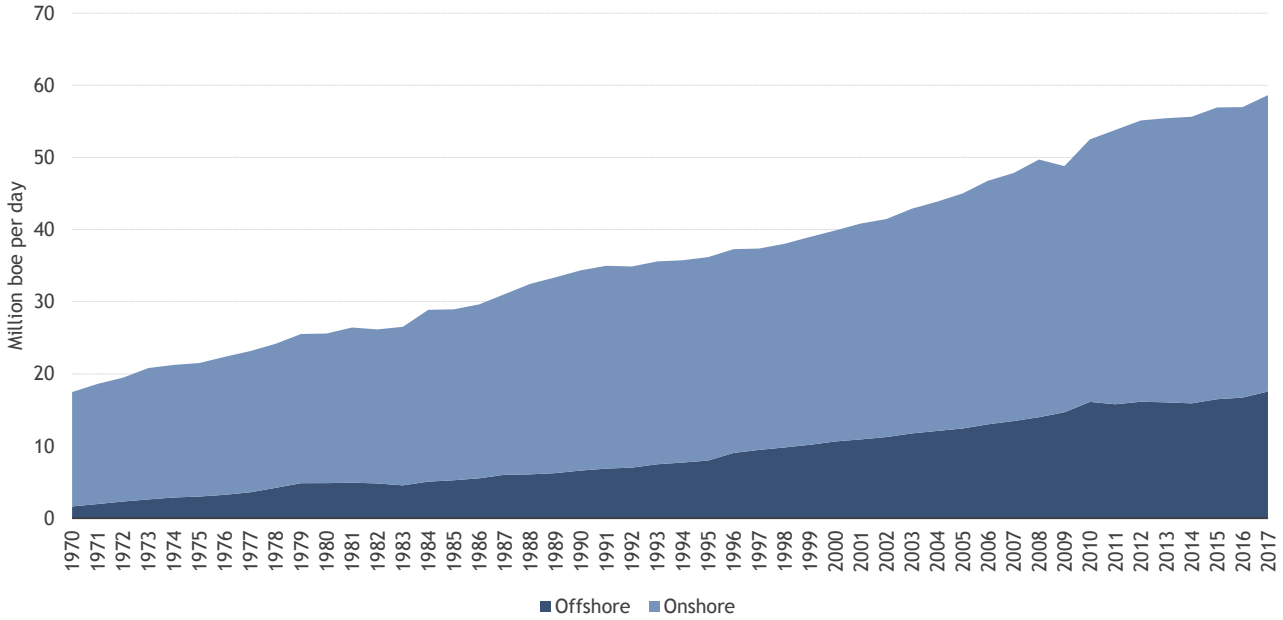
Offshore oil and gas production is more challenging and expensive than onshore production due to the remote and often harsh environment in which the resources are located. During drilling operations the offshore well needs to be extended from the seabed to the rig floor. Due to the higher complexity of offshore drilling versus onshore operations, required rig time is significantly higher.

Figure 3: Global oil production (liquids) since 1970, split between offshore and onshore (million boe per day)



Source: Rystad Energy

Figure 4: Global gas production since 1970, split between offshore and onshore (million boe per day)

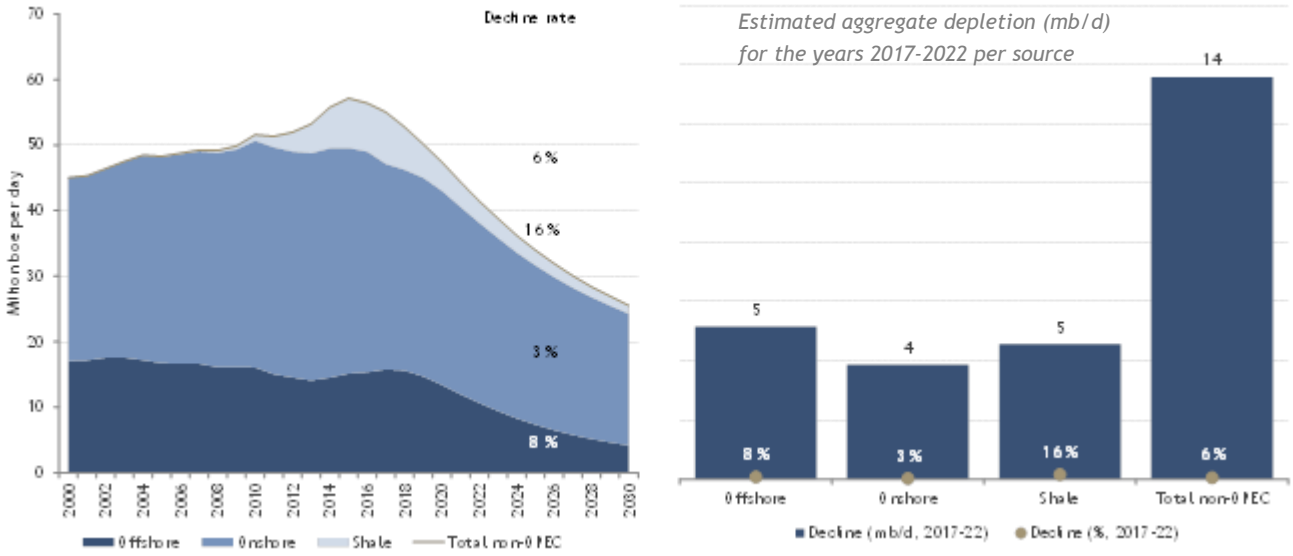


Source: Rystad Energy

As oil, gas and water is extracted from a reservoir, the pressure in the reservoir typically falls and the flow rate from the well starts to decline. This is natural and happens to all hydrocarbon reservoirs once production commence, albeit at different speeds. To counter such declining flow rates as reservoirs are depleted, oil companies take a variety of measures; drill new wells or sidesteps into different parts of the reservoir, well-intervention activities such as pumping water back into the reservoir, etc. Such measures are important to keep reservoirs productive as long as possible and extract as much hydrocarbons as possible from any given reservoir, and drilling activity is a key component of most such

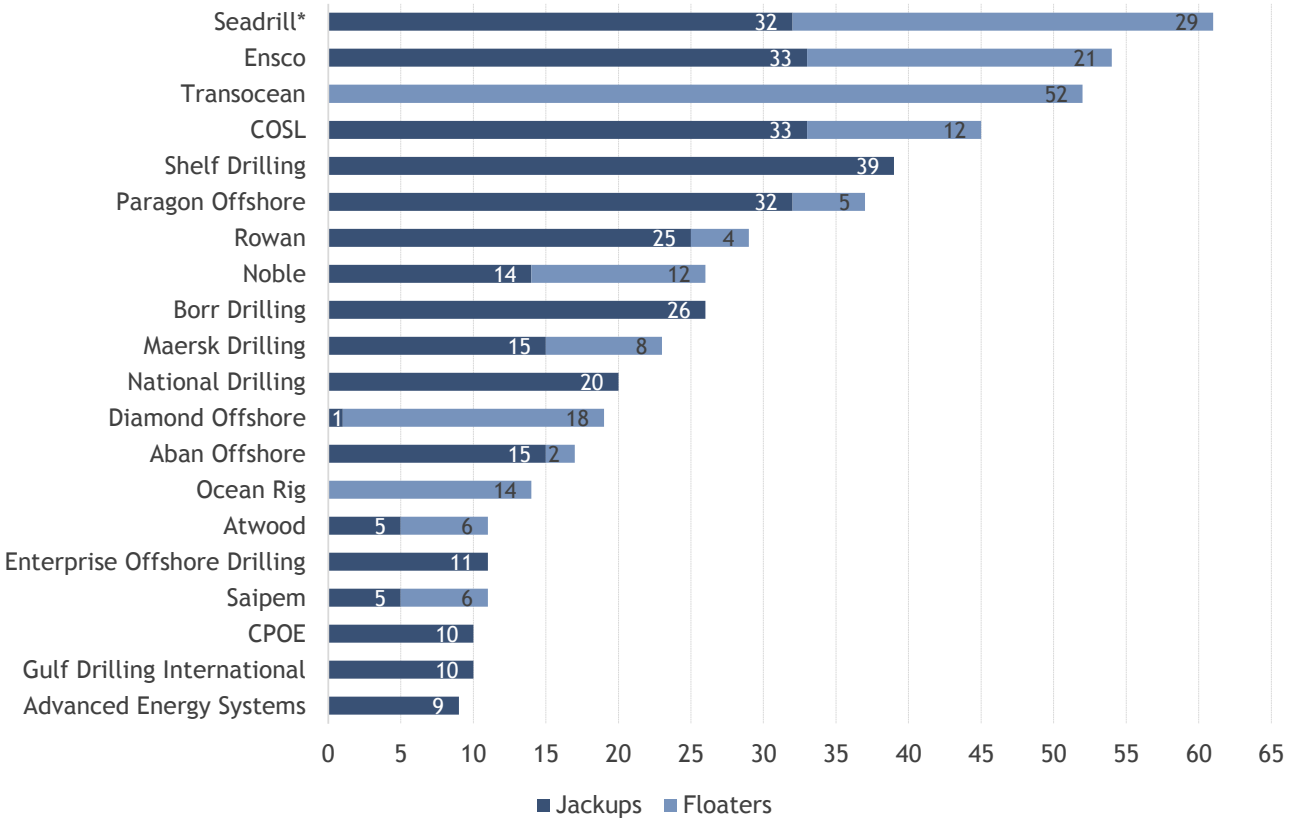
well-intervention measures. Accordingly, a significant amount of drilling activity is needed just to limit the depletion rates.

Figure 5: Estimated annual depletion rates for different oil sources, 2017-2022 (liquids, non-OPEC)



Source: Rystad Energy

Figure 6: Global fleet of mobile offshore drilling units (MODU) - 20 largest companies and number of MODUs per company



** The wider Seadrill group, including Seamex, Seadrill Partners, NADL and Sevan Drilling.*

Source: IHS Petrodata

The 20 largest drilling contractors in the world own and operate 524 MODUs, 54% of the global MODU fleet of 963 units. The rest of the global MODU fleet is owned by 149 smaller drilling operators with fewer than 10 MODU's each.

The demand for offshore drilling services is driven by oil and gas companies' exploration and development drilling programs. These drilling programs are affected by oil and gas companies' expectations regarding oil and gas prices, anticipated production levels, worldwide demand for oil and gas products, the availability of quality drilling prospects, exploration success, availability of qualified rigs and operating personnel, relative production costs, availability and lead time requirements for drilling and production equipment, the stage of reservoir development and political and regulatory environments. As illustrated in the charts above, oil and gas prices are volatile, which has historically led to significant fluctuations in expenditures by the Group's customers for drilling services. Variations in market conditions during cycles impact the Group in different ways, depending primarily on the length of drilling contracts in different regions. For example, contracts in shallow waters for jack-up rig activities are shorter term, so a deterioration or improvement in market conditions for such units tends to quickly impact revenues and cash flows from those operations. On the other hand, contracts in deepwater for semi-submersible rigs and drillships tend to be longer term, so a change in market conditions tends to have a more delayed impact. Accordingly, short-term changes in these markets may have a minimal short-term impact on revenues and cash flows, unless the timing of contract renewals coincides with short-term movements in the market.

Offshore drilling contracts are generally awarded on a competitive bid basis. In determining which qualified drilling contractor is awarded a contract the key factors are pricing, technical specification and equipment onboard, rig availability and sustainability, rig location, condition of equipment, operating integrity, safety performance record, crew experience, reputation, industry standing and client relations.

Furthermore, competition for offshore drilling rigs is generally on a global basis, as rigs are highly mobile. However, the cost associated with mobilizing rigs between regions is sometimes substantial, as entering a new region could necessitate upgrades of the unit and its equipment to specific regional requirements. In particular, for rigs to operate in harsh environments, such as offshore Norway, UK and Canada, as opposed to benign environments, such as the Gulf of Mexico, West Africa, Brazil, the Mediterranean and Southeast Asia, more demanding weather conditions would require more costly investment in the outfitting and maintenance of the drilling units.

The Company believes that the market for drilling contracts will continue to be highly competitive for the foreseeable future.

8.2 The Contract Drilling market – Segments and Development

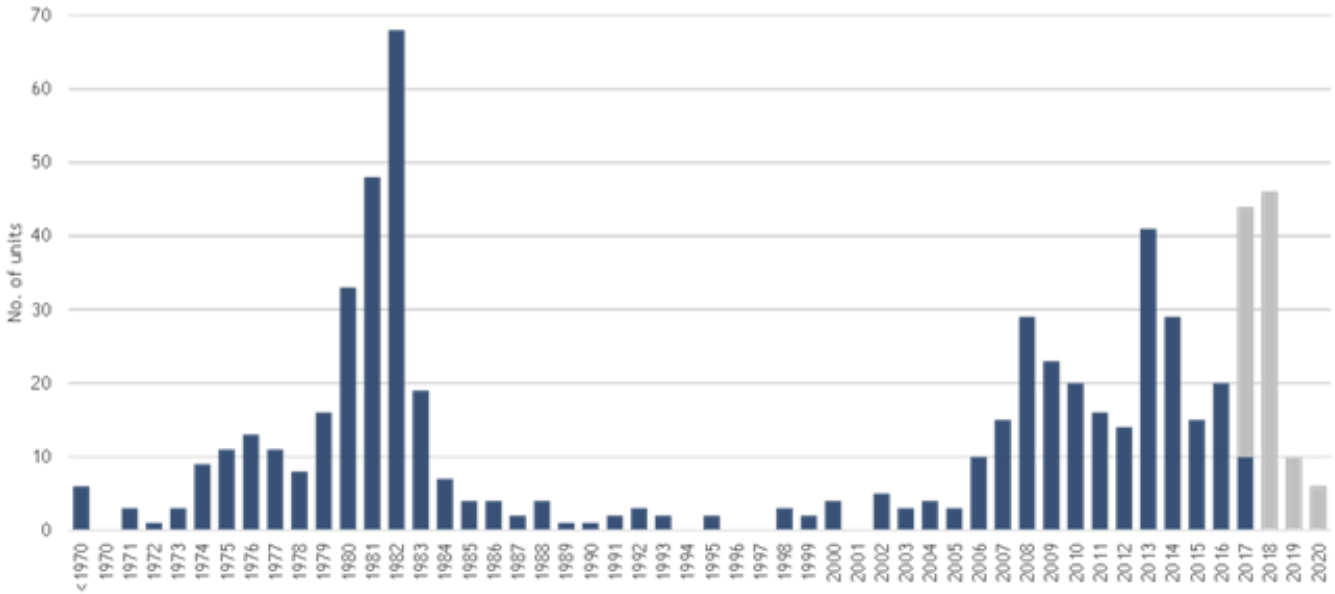
The worldwide fleet of mobile offshore drilling units totals 963 units. This market is commonly divided into segments based on rig type and capabilities with respect to water depths and geographical area of operation. There are three main types of mobile offshore drilling units: semi-submersibles, drillships and jack-ups, and four water depth categories: shallow water (0 to 500 feet), midwater (500 to 4,500 feet), deepwater (4,500 to 7,500 feet) and ultra-deepwater (7,500 feet and more).

Mobile offshore drilling units are also designated either for harsh environment or benign environment, according to the geographical segment in which they are designed to operate (see Section 8.3 "The Harsh Environment Segment" below). Mobile offshore drilling units are generally marketed on a worldwide basis and are transported between locations through the use of built-in propulsion systems, towage or heavy lift vessels. In recent years, a large influx of newbuild MODU's have entered the market, especially within the jackup and drillship segments, while we have seen fewer semi-submersibles units being delivered recently.

8.2.1 Jack-up rigs

Jack-up rigs are mobile drilling platforms standing on the seabed, typically equipped with three steel legs and a self-elevating system that adjusts the platforms height to the water depth. When the rig re-locates it will jack its platform down on the water until it floats, and will then be towed by a tug vessel or similar to its next location. A modern jack-up rig will normally have the ability to move its drill floor aft of its own hull (cantilever), so that multiple wells can be drilled at open water locations or over wellhead platforms without re-positioning the rig. Jack-ups built before 1990 can typically only operate in water depths up to 250 feet.
Jack-ups operate in the shallow water segment of the contact drilling market. Most modern jack-ups are capable of operating in water depths up to 350-400 feet, while a small portion of the fleet (the very high end of modern jack-up rigs) can operate in water that is up to 500 feet deep.
The global jack-up rig fleet consists of 642 units, of which 97 are under construction currently. Typical areas of operation geographically are the Gulf of Mexico, Middle East, North Sea and Southeast Asia.

Figure 7: Number of Jack-up rigs delivered per year, including order book



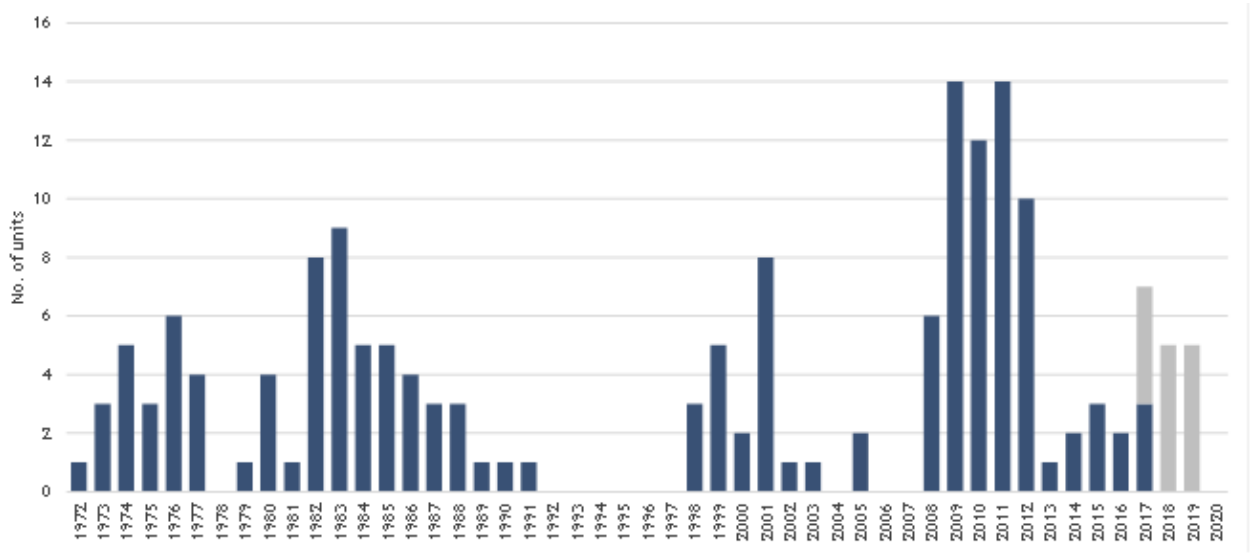
Source: IHS Petrodata

8.2.2 Semi-submersible rigs

Semi-submersible rigs are floating platforms equipped with a ballasting system that can vary the draft of the partially submerged hull from a shallow draft for transit, to a predetermined operational and/or survival draft (50 - 80 feet) when drilling operations are ongoing at a well location. Submerging the rig further in the water reduces the rig's exposure to ocean conditions (waves, winds, and currents) and increases its stability. Drilling operations are conducted through an opening in the hull ("moon pool"), and semi-submersible rigs maintain their position above the wellhead either by means of a conventional mooring system, consisting of anchors and chains and/or cables, or by a computerized dynamic positioning system. Propulsion capabilities of Semi-submersible rigs range from having no propulsion capability or propulsion assistance (and thereby requiring the use of tug vessel or similar for transits between locations) to being fully self-propelled whereby the rig has the ability to relocate independently of a towing vessel.

Semi-submersible rigs operate in both the midwater-, deepwater- and ultra-deepwater areas globally, depending on what the specific rig is dimensioned and equipped for. Due to the good motion characteristics of Semi-submersibles, these units are however the only floater type that can operate in harsh environment areas. (See section 8.3 — "The harsh environment segment" below)
The global fleet of Semi-submersible rigs consists of 170 units, of which 14 are under construction currently. Semi-submersibles operate worldwide in both midwater-, deepwater- and ultra-deepwater areas.

Figure 8: Number of Semi-submersible rigs delivered per year, including order book



Source: IHS Petrodata

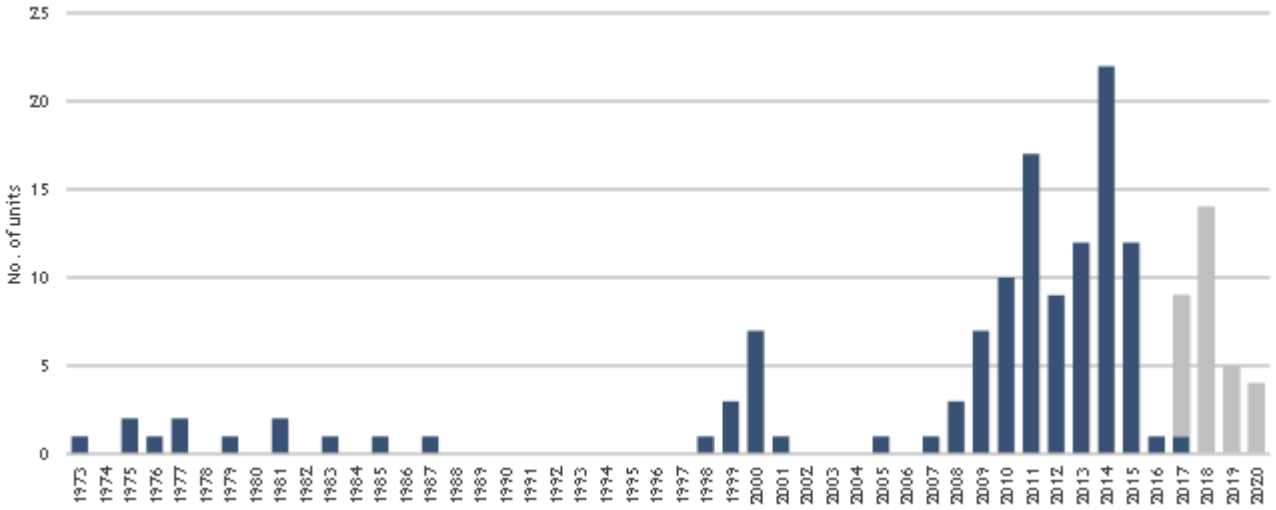
8.2.3 Drillships

Drillships are ships with an on-board propulsion system, often based on a conventional ship hull design but in addition equipped with full drilling equipment similar to that on semi-submersible rigs. Drillships are often constructed for drilling in deep water, as deepwater and ultra-deepwater location are typically far from shore and drillships normally have higher load capacity and better mobility than the other MODU types. Drilling operations are conducted through openings in the hull ("moon pools"), and like semi-submersible rigs, drillships can be equipped with conventional mooring systems or DP systems.

Drillships operate in both the midwater-, deepwater- and ultra-deepwater areas globally, depending on what the specific rig is dimensioned and equipped for. However, drillships are often preferred in deepwater and ultra-deepwater areas with benign environment, such as Brazil, West Africa, and the US Gulf of Mexico.

The global drillship fleet consists of 151 units, of which 31 are under construction currently.

Figure 9: Number of drillships delivered per year, including order book



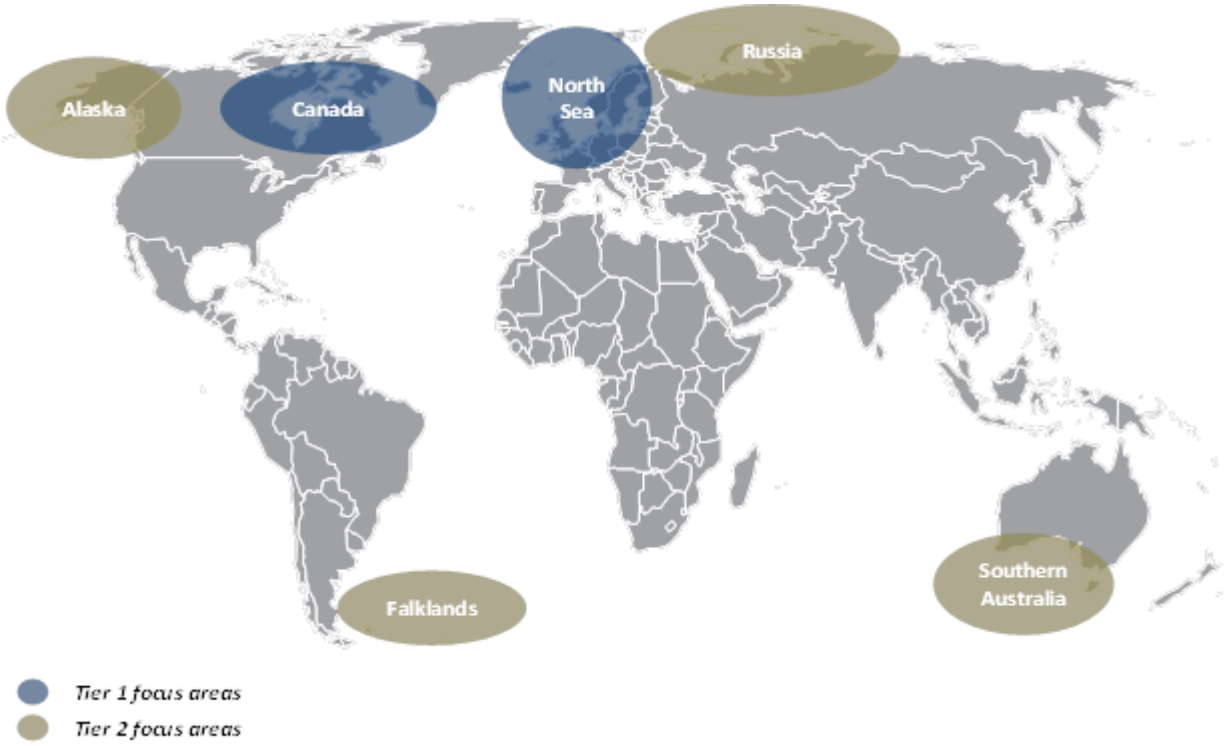
Source: IHS Petrodata

8.3 The Harsh Environment Segment

The harsh environment market

The harsh environment market is a definition of the geographical regions that have so challenging climate and weather conditions that special equipment, vessels and MODU's are required. These regions are defined through three main criteria; wave height, temperature and wind.

Figure 10: Main geographical areas defined as harsh environment



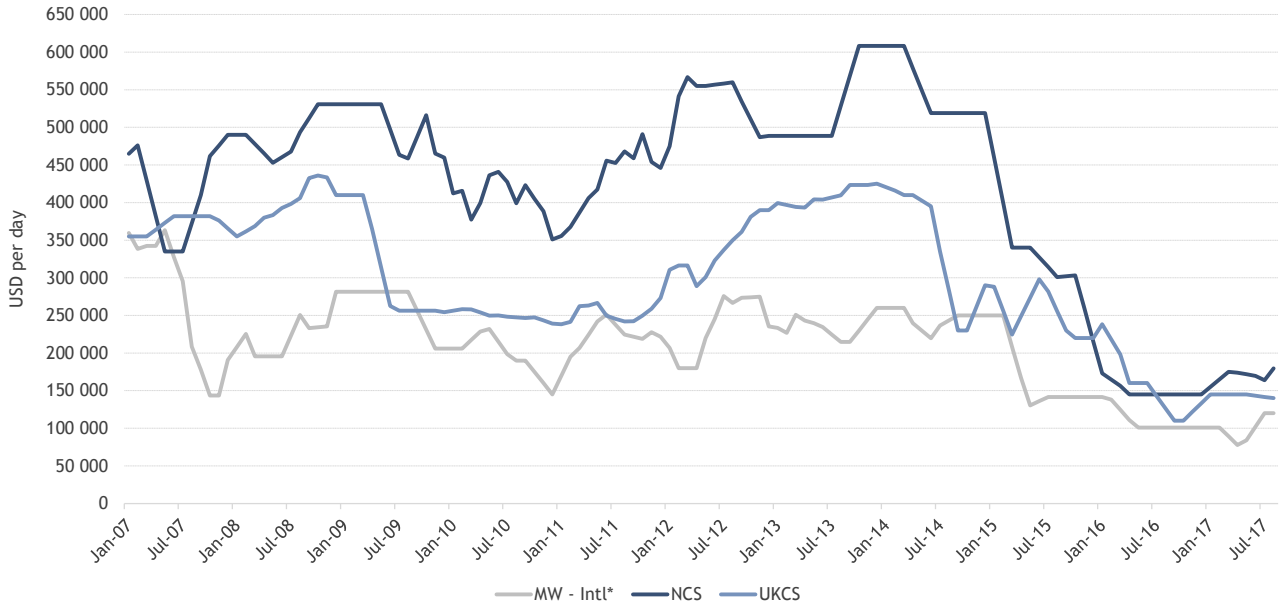
Source: Rystad Energy

Harsh environment MODU's are designed with air-gap and motion characteristics which allow them to operate in higher waves, and they are constructed to withstand slamming of waves with horizontal and vertical forces on the rig. The steel and equipment have to be certified for operations in minus 10-20 degrees Celsius. In addition, the different harsh environment areas have very strict local rules and regulations which the MODU must comply with. To ensure that a MODU is compliant and suitable for work in harsh environment, it must be designed and constructed specifically for harsh environment operations. It is very difficult and costly to upgrade/convert a MODU built for benign waters to a harsh environment compliant unit at a later stage.

Because of the high barriers to entry into the harsh environment market, only a small portion of the MODU's are able to operate in this niche part of the contract drilling market. The units that are best suited to operate in this market are semi-submersibles type MODU's. These units normally have a higher technical specification than non-harsh MODU's and a positioning system consisting of 8 or 12 point mooring, DP3 or a combination of the two. Large onboard power supply provides power to the positioning system, the heavily compensated topside, lighting and heat-tracing for the winter season. The derrick and other deck locations are often winterized (meaning working areas on deck are covered and sheltered) for a safer working environment. Modern harsh environment MODU's are designed to operate in all seasons, whereas older harsh environment units (with a few exceptions) cannot work during the winter season in the most challenging areas.

Because of their specialized features and the need to comply with extensive local regulatory requirements, harsh environment MODU's are more expensive to build than MODU's intended for non-harsh environment. Accordingly, they typically require a premium day rate.

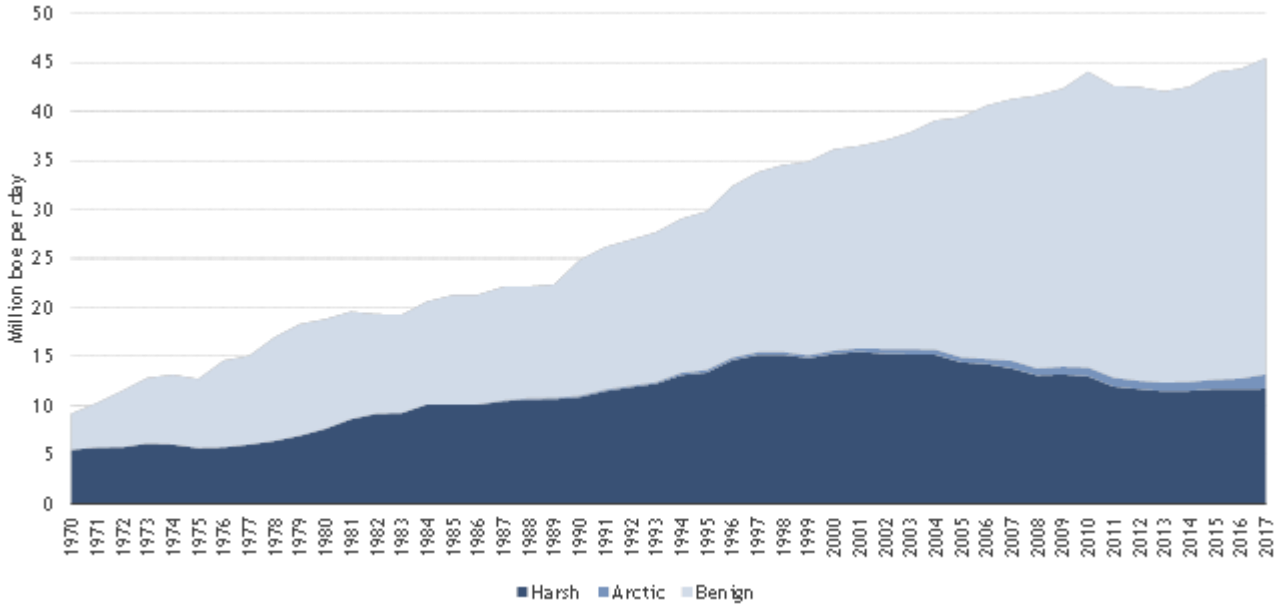
Figure 11: Dayrates since 2007 split between benign midwater regions and harsh environment midwater regions NCS and UKCS



Source: IHS Petrodata, Arctic Securities Equity Research

As illustrated in the chart above, MODU's operating in Norway and the UK, two of the main harsh environment midwater regions, have consistently demanded higher day rates than MODU's operating in benign midwater areas elsewhere. This indicates that harsh environment drilling rigs historically have earned a premium day rate.

Figure 12: Global oil production offshore since 1970, split between benign-, harsh environment- and arctic areas (million boe per day)



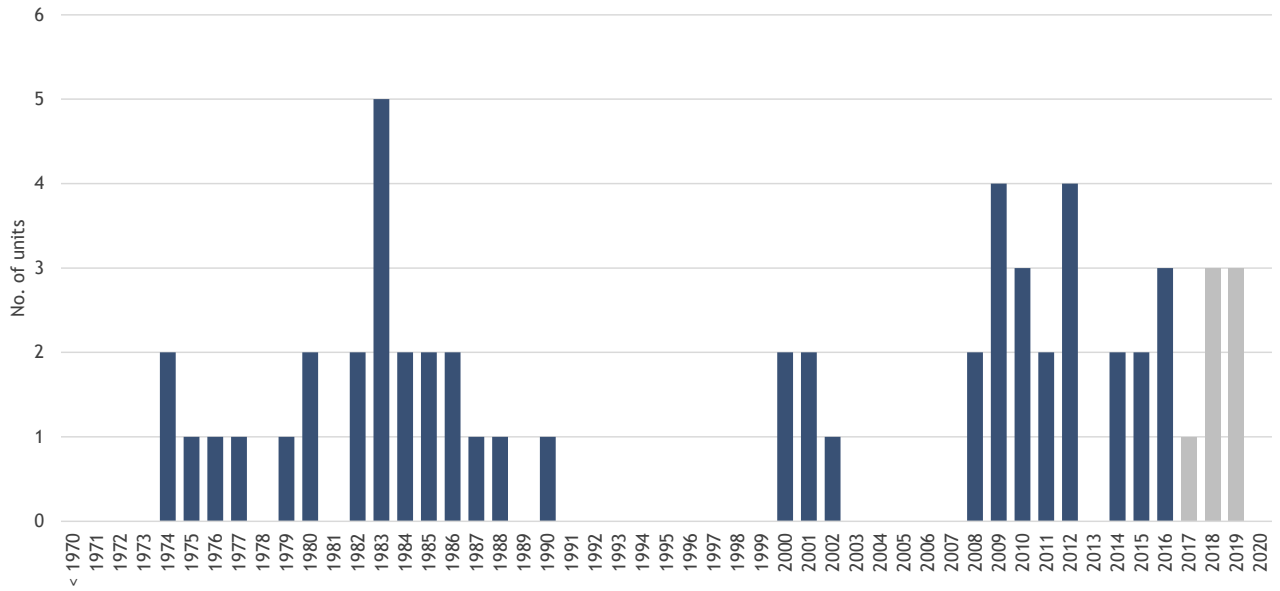
Source: Rystad Energy

8.3.1 The harsh environment fleet

As of the date of this Prospectus, the Company owns one semi-submersible drilling rig currently under construction (the Semi 1), and has an option to acquire another semi-submersible drilling rig (the Semi 2). Both these MODU's are 6th modern semi-submersible drilling rigs built and equipped to operate in the harsh environment market; built with increased air gap, 8 point mooring (12 point mooring for Semi 1) and enforced hull and deckbox to withstand strong winds and large waves, steel and equipment graded to endure cold weather down to minus 10-20 degrees Celsius, fully winterized topside and exceptionally large VDL (Variable Deck Load) to enable drilling operations year round even in the most harsh environment regions in the world.

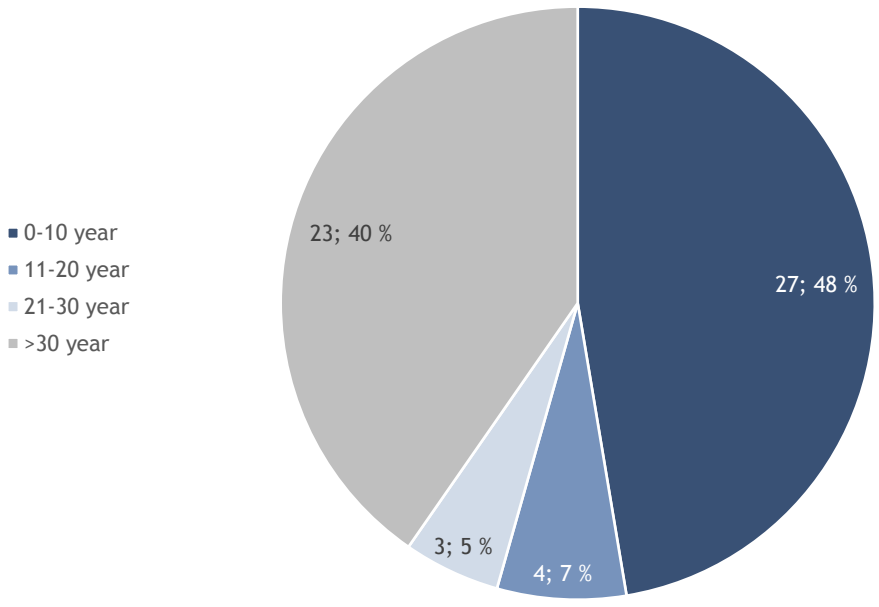
The global fleet of harsh environment capable semi-submersible drilling rigs consists of 57 units, of which 7 are under construction currently. The fleet have been reduced significantly during the current cyclical downturn following scrapping of several 1970's and 1980's built units, and today roughly 55% of this fleet is built after year 2000.

Figure 13: Number of harsh environment capable Semi-submersible rigs delivered per year, including order book



Source: IHS Petrodata, Arctic Securities Equity Research

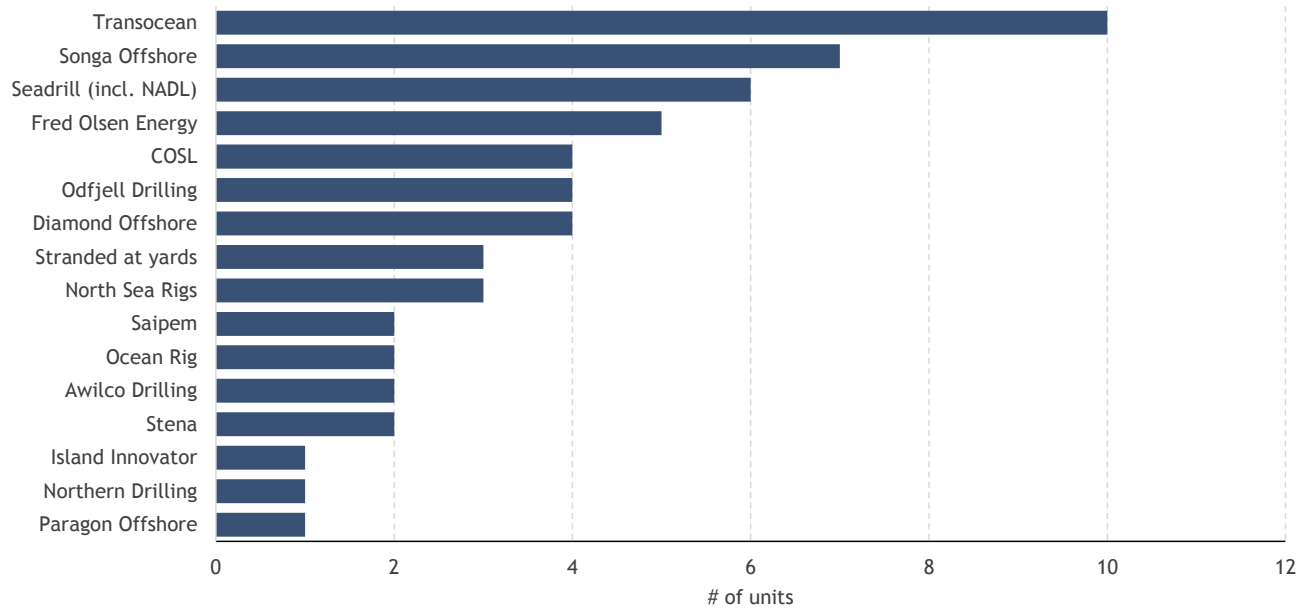
Figure 14: Age profile of the fleet of harsh environment capable Semi-submersible rigs



Source: IHS Petrodata, Arctic Securities Equity Research

The harsh environment segment is relatively consolidated compared to the general contract drilling market. Following the combination of Transocean and Songa Offshore, the five largest companies own 63% of the harsh environment fleet. The remaining 37% of the fleet is however more fragmented, with 10 companies owning 1-3 MODUs each.

Figure 15: Global fleet of harsh environment drilling rigs, split by number of MODU's per company



Source: IHS Petrodata, Arctic Securities Equity Research

Figure 16: Current global fleet of harsh environment drilling rigs, including rigs under construction

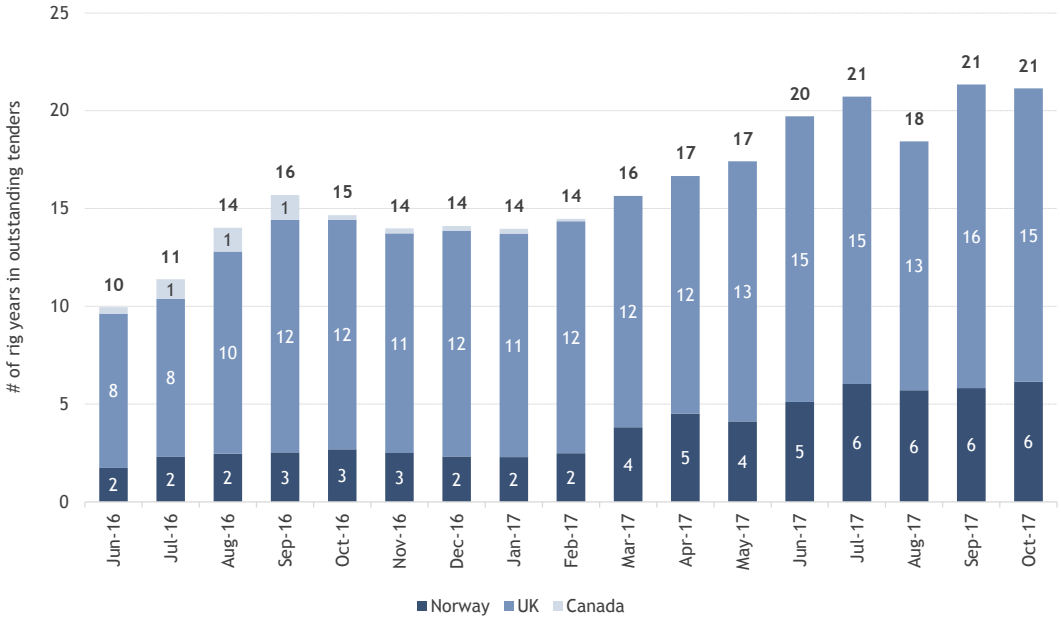
#	Rig Name	Manager/Owner	WD (ft)	Year	#	Rig Name	Manager/Owner	WD (ft)	Year
1	Byford Dolphin	Dolphin	1 500	1974	30	Eirik Raude	Ocean Rig	10 000	2002
2	Blackford Dolphin	Dolphin	6 000	1974	31	West Hercules	Seadrill	10 000	2008
3	Bideford Dolphin	Dolphin	1 750	1975	32	West Phoenix	North Atlantic Drilling	10 000	2008
4	Songa Trym	Songa Offshore	1 200	1976	33	West Eminence	Seadrill	10 000	2009
5	Borgland Dolphin	Dolphin	1 475	1977	34	Deepsea Atlantic	Odfjell Drilling	10 000	2009
6	Paragon MSS1	Paragon Offshore	1 500	1979	35	West Aquarius	Seadrill	10 000	2009
7	Bredford Dolphin	Dolphin	1 500	1980	36	Transocean Barents	Transocean	10 000	2009
8	Songa Delta	Songa Offshore	1 500	1980	37	COSLPioneer	COSL	1 640	2010
9	Sedco 711	Transocean	1 800	1982	38	Deepsea Stavanger	Odfjell Drilling	10 000	2010
10	WilPhoenix	Awilco Drilling	1 200	1982	39	Transocean Spitsbergen	Transocean	10 000	2010
11	Ocean Patriot	Diamond Offshore	1 640	1983	40	COSLInnovator	COSL	1 640	2011
12	Deepsea Bergen	Odfjell Drilling	1 475	1983	41	COSLPromoter	COSL	1 640	2012
13	Stena Spey	Stena	1 500	1983	42	Island Innovator	Odfjell Drilling	2 300	2012
14	Transocean 712	Transocean	1 600	1983	43	Scarabeo 8	Saipem	9 843	2012
15	Sedco 714	Transocean	1 000	1983	44	COSLProspector	COSL	5 000	2014
16	WilHunter	Awilco Drilling	1 500	1983	45	Deepsea Aberdeen	Odfjell Drilling	7 500	2014
17	Songa Dee	Songa Offshore	1 800	1984	46	Songa Endurance	Songa Offshore	1 640	2015
18	Transocean Leader	Transocean	4 500	1984	47	Songa Equinox	Songa Offshore	1 640	2015
19	Ocean Guardian	Diamond Offshore	1 500	1985	48	Songa Enabler	Songa Offshore	1 640	2016
20	Polar Pioneer	Transocean	1 640	1985	49	Songa Encourage	Songa Offshore	1 640	2016
21	Henry Goodrich	Transocean	5 000	1985	50	Ocean GreatWhite	Diamond Offshore	10 000	2016
22	West Alpha	North Atlantic Drilling	1 968	1986	51	North Dragon	North Sea Rigs	1 650	2017
23	Transocean Arctic	Transocean	1 650	1986	52	Beacon Atlantic	North Sea Rigs	1 640	2018
24	Paul B. Loyd, Jr.	Transocean	1 969	1987	53	Beacon Pacific	North Sea Rigs	1 650	2018
25	Ocean Valiant	Diamond Offshore	5 500	1988	54	Stena MidMax	Stena	6 562	2019
26	Scarabeo 5	Saipem	6 233	1990	55	Bollsta Dolphin	HHI	7 500	2019
27	West Venture	North Atlantic Drilling	2 600	2000	56	West Mira	HHI	10 000	2019
28	Stena Don	Stena	1 640	2001	57	West Rigel	JV w/Jurong and NADL	10 000	2019
29	Leiv Eiriksson	Ocean Rig	7 500	2001					

Source: IHS Petrodata, Arctic Securities Equity Research

8.3.2 The harsh environment activity level

The current market downturn has affected all contract drilling segments adversely, and utilization and dayrates have dropped significantly since 2014. This is also the case for the harsh environment segment. However, over the last 9-12 months we have seen early signs of a recovery, as illustrated below with a small increase in number of outstanding tenders for harsh environment regions.

Figure 17: Development in outstanding tenders for key harsh environment regions since June 2016



Source: IHS Petrodata, Arctic Securities research

9. CAPITALISATION AND INDEBTEDNESS

This Section provides information about the Company's capitalization and net financial indebtedness on an actual basis as of 30 June 2017 and as of the three month period ending 30 September 2017. The information presented below should be read in conjunction with the other parts of this Prospectus, in particular Section 10 "Selected Financial Information and Other Information", Section 11 "Operating and Financial Review", and the Company's Financial Statements and the notes related thereto, which are incorporated by reference to this Prospectus, see Section 18 "Incorporation by Reference; Documents on Display".

9.1 Capitalisation

USD thousands	As of 30 June 2017 (audited)	As of 30 September 2017 (unaudited)
Total current liabilities	**981**	**512**
—Guaranteed	—	—
—Secured	—	—
—Unguaranteed/unsecured	981	512
Total non-current liabilities	**—**	**—**
—Guaranteed	—	—
—Secured	—	—
—Unguaranteed/unsecured	—	—
Total liabilities (A)	**981**	**512**
Shareholders' equity		
—Share capital	46,000	46,000
—Legal reserves	181,672	181,672
—Other reserves	(5,029)	(5,150)
Total equity (B)	**222,643**	**222,522**
Total capitalization (A)+(B)	**223,624**	**223,034**

9.2 Net Financial Indebtedness

USD thousands	As of 30 June 2017 (audited)	As of 30 September 2017 (unaudited)
A. Cash	40,134	38,852
B. Cash equivalents	—	—
C. Trading securities	—	—
D. Liquidity (A)+(B)+(C)	**40,134**	**38,852**
E. Current financial receivables	—	—
F. Current bank debt	—	—
G. Current portion of non-current debt	—	—
H. Other current financial debt	—	—
I. Current financial debt (F)+(G)+(H)	**—**	**—**
J. Net current financial indebtedness (I)-(E)-(D)	**(40,134)**	**(38,852)**
K. Non-current bank debt	—	—
L. Bonds issued	—	—
M. Other non-current financial debt	—	—
N. Non-current financial debt (K)+(L)+(M)	**—**	**—**
O. Net financial indebtedness (J)+(N)	**(40,134)**	**(38,852)**

Other than the Private Placement, there have been no significant changes to the Company's capitalisation and financial indebtedness since 30 September 2017.

10. SELECTED FINANCIAL INFORMATION AND OTHER INFORMATION

*The following selected financial information has been extracted from the Group's audited consolidated financial statements as of and for the period starting on the date of the Company's incorporation, 2 March 2017, until 30 June 2017 (the "**Financial Statements**") and the Group's unaudited consolidated financial statements as of and for the three month period ending 30 September 2017, both of which are incorporated by reference to this Prospectus, see Section 18 "Incorporation by Reference; Documents on Display". The audited financial statements have been prepared in accordance with U.S. GAAP. This Section should be read together with Section 11 "Operating and Financial Review".*

The Financial Statements have been subject to an audit by the Group's independent auditors PricewaterhouseCoopers AS. The audit opinion is enclosed to the Financial Statements.

10.1 Summary of Accounting Policies

For information regarding accounting policies, please refer to the notes to the consolidated financial statements for the period from 2 March to 30 June 2017 and the Q3 2017 report, which are incorporated by reference to this Prospectus, see Section 18 - *"Incorporation by Reference; Documents on Display"*.

10.2 Selected Income Statement Information

The table below sets out a summary of the Group's audited consolidated income statement and retained earnings for the period starting on the date of the Company's incorporation, 2 March 2017, until 30 June 2017, and the unaudited consolidated income statement and retained earnings for the three months period ending 30 September 2017.

USD thousands	For the period from 2 March to 30 June 2017 (audited)	For the three month period ending 30 September 2017 (unaudited)
Total operating revenues	—	—
Operating expenses		
Administrative expenses	134	242
Total operating expenses	**134**	**242**
Net operating loss	(134)	(242)
Other income (expenses)		
Interest income	105	122
Other financial items	(5,000)	(1)
Total other (expenses) income	**(4,895)**	**121**
Net loss	(5,029)	(121)
Retained deficit at the start of the period	—	(5,029)
Retained deficit at the end of the period	**(5,029)**	**(5,150)**

10.3 Selected Balance Sheet Information

The table below sets out a summary of the Group's audited consolidated balance sheet information as of 30 June 2017 and its unaudited consolidated balance sheet information as of 30 September 2017.

USD thousands	As of 30 June 2017 (audited)	As of 30 September 2017 (unaudited)
Assets		
Current assets		
Cash and cash equivalents	40,134	38,852
Other current assets	161	109
Total current assets	**40,295**	**38,961**
Long term assets		
Newbuilding	183,329	184,073
Total assets	**223,624**	**223,034**

USD thousands	As of 30 June 2017 (audited)	As of 30 September 2017 (unaudited)
Liabilities and equity		
Current liabilities		
Other current liabilities	124	142
Related party payables	857	370
Total current liabilities	**981**	**512**
Commitments and contingencies		
Equity		
Share capital	46,000	46,000
Additional paid in capital	181,672	181,672
Retained deficit	(5,029)	(5,150)
Total equity	**222,643**	**222,522**
Total liabilities and equity	**223,624**	**223,034**

10.4 Selected Changes in Equity Information

The table below sets out a summary of the Group's audited changes in equity information for period starting on the date of the Company's incorporation, 2 March 2017, until 30 June 2017 and the Group's unaudited changes in equity information for the three month period ending 30 September 2017.

USD thousands	For the period from 2 March to 30 June 2017 (audited)	For the three month period ending 30 September 2017 (unaudited)
Number of shares outstanding		
Balance at start of period	**—**	**46,000,100**
Shares issued	46,000,100	**—**
Balance at end of period	**46,000,100**	**46,000,100**
Share capital		
Balance at start of period	—	46,000
Shares issued	46,000	—
Balance at end of period	**46,000**	**46,000**
Additional paid in capital		
Balance at start of period	**—**	**181,672**
Shares issued	181,672	**—**
Balance at end of period	**181,672**	**181,672**
Retained deficit		
Balance at start of period	**—**	**(5,029)**
Loss in the period	(5,029)	(121)
Balance at end of period	**(5,029)**	**(5,150)**

10.5 Selected Cash Flow Information

The table below sets out a summary of the Group's audited consolidated cash flow information for period starting on the date of the Company's incorporation, 2 March 2017, until 30 June 2017 and the Group's unaudited consolidated cash flow information for the three month period ending 30 September 2017.

USD thousands	For the period from 2 March to 30 June 2017 (audited)	For the three month period ending 30 September 2017 (unaudited)
Net loss	**(5,029)**	**(121)**
Adjustment to reconcile net loss to net cash used in operating activities		
Loan fee paid to related party	5,000	—

USD thousands	For the period from 2 March to 30 June 2017 (audited)	For the three month period ending 30 September 2017 (unaudited)
Change in operating assets and liabilities		
Other current assets	(161)	53
Other current liabilities	124	(330)
Related party payables	28	341
Net cash used in operating activities	**(38)**	**(57)**
Investing activities		
Additions to newbuilding	—	(1,225)
Net cash used in investing activities	—	(1,225)
Financing activities		
Net proceeds from share issuance	112,672	—
Repayment of loan to related party	(72,500)	—
Net cash provided by financing activities	**40,172**	**—**
Net increase (decrease) in cash and cash equivalents	40,134	(1,282)
Cash and cash equivalents at start of the period	—	40,134
Cash and cash equivalents at start of the period	**40,134**	**38,852**

See Section 11.7 to this Prospectus and Note 9 to the Financial Statements for information regarding non-cash investing and financing activities.

10.6 Other Selected Financial and Operating Information

The table below sets out certain other unaudited key financial and operating information for the Company on a consolidated basis. Please refer to Section 4.2 for an explanation of APMs used in the below.

USD thousands	As of or for the period from 2 March to 30 June 2017	For the three month period ending 30 September 2017
EBITDA[(1)]	(5,029)	(121)
NIBD[(2)]	—	—
Equity ratio[(3)]	99.6%	99.8%
Debt-to-equity ratio[(4)]	0.4%	0.2%
Interest coverage ratio[(5)]	—	—

(1) The Company defines EBITDA as net income before depreciation, net interest expense, amortization of debt issue expenses and impairment charges.

(2) Net interest bearing debt, which is interest bearing debt less cash and cash equivalents.

(3) Total shareholders' equity divided by total assets, multiplied by 100.

(4) Total liabilities to shareholders equity.

(5) EBIT divided by net interest expense.

11. OPERATING AND FINANCIAL REVIEW

This operating and financial review should be read together with Section 10 "Selected Financial Information and Other Information", the Financial Statements and the Group's unaudited consolidated financial statements as of and for the three month period ending 30 September 2017, both of which are incorporated by reference to this Prospectus, see Section 18 "Incorporation by Reference; Documents on Display". The following discussion contains Forward-looking statements that reflect the Company's plans and estimates. Factors that could cause or contribute to differences to these Forward-looking Statements include those discussed in Section 2 "Risk Factors", see also Section 4.1 "General Information—Cautionary Note Regarding Forward-Looking Statements".

11.1 Introduction

As at the date of this Prospectus, the Company has one HHI HE Semi drilling rig (Semi 1) under construction at Hyundai Heavy Industries (HHI), to be delivered early 2019. Further, the Company has an option to acquire a second HHI HE Semi drilling rig (Semi 2), with even higher technical specification than Semi 1, from Hyundai. This option is valid until year-end 2017.

The functional and presentation currency of the Company is USD and normally all revenues and expenses are in USD.

The Company prepares its consolidated financial statements in USD and in accordance with US GAAP.

11.2 Principal Factors Affecting the Company's Financial Condition and Results of Operations

The business, financial condition, results of operations and cash flows, as well as the period-to-period comparability of the financial results of the Company, are affected by a number of factors, see Section 2 "Risk Factors". Some of the factors that are expected to influence the Company's financial condition and results and cash flows are:

- *The level of charter rates in the offshore drilling market*. The Company will earn its revenues through employment of its rig(s) in the offshore drilling market, and the charter rates for drilling rigs are subject to market fluctuations, depending on various supply and demand factors. Currently the Company has no rigs chartered out

- *The number of rigs owned*. The Company currently owns one newbuild (Semi 1), and has the option to acquire one more (Semi 2). The number of rigs in the Group's portfolio will affect the Company's revenues and expenses.

- *The costs and expenses associated with the company's operations.* The Company will incur operating expenses for its rig(s), including repairs maintenance and insurance. The Company also incurs general and administrative expenses for its day-to-day operations.

- *Level of debt and interest expense*. Thus far, the Company has financed its acquisitions of Semi 1 with equity. It may however in the future obtain debt financing which may affect the cash position and financial gearing of the Company. The Company intends to finance the second instalment of the Semi 1 with equity to be raised, but will also consider debt financing, depending on the market terms and conditions on the debt/equity markets at the relevant time.

- *Seasonality*. In general, seasonal factors do not have a significant direct effect on the Company's business. However, the Company may have operations in certain parts of the world where weather conditions during parts of the year could adversely impact the operational utilization of the rigs and the Company's ability to relocate rigs between drilling locations, and as such, limit contract opportunities in the short term. Such adverse weather could include the hurricane season and loop currents for operations in the Gulf of Mexico, the winter season in offshore Norway, West of the Shetlands and Canada, and the monsoon season in Southeast Asia.

The most important driver for the Group's revenue growth is the level of charter rates in the drilling market combined with number of rigs owned.

11.3 Reporting Segments

The Group is currently operating in only one segment with respect to products and services. For internal reporting and management purposes, the Group's business is organised into one reporting segment, offshore drilling. Performance is not and will not be evaluated by geographical region. The Company's subsidiaries which are a party to the newbuilding contract and the option agreement are incorporated in Marshall Islands.

11.4 Recent Developments

Other than as discussed below, there has not been any significant change in the Group's financial and trading position since 30 September 2017:

On 10 November 2017, the Company announced that it had successfully completed a Private Placement raising gross proceeds in the amount of NOK 2,032,000,000 (approximately USD 250,000,000) through the placing of 31,750,000 new shares at a subscription price of NOK 64 per share. For more details on this Private Placement, please refer to Section 5 – *The Private Placement*.

11.5 Results of Operations

Operating results for the period starting on the date of the Company's incorporation, 2 March 2017, until 30 June 2017

Operating revenues for the period starting on the date of the Company's incorporation, 2 March 2017, until 30 June 2017 were USD 0 due to the fact that the Company does not currently have any operating drilling units.

Operating expenses for the period starting on the date of the Company's incorporation, 2 March 2017, until 30 June 2017 were USD 134,000 primarily due to incorporation fees, set up costs and general administrative expenses in the period.

Net loss for the period starting on the date of the Company's incorporation, 2 March 2017, until 30 June 2017 was approximately USD 5 million primarily due to operating expenses (described above) and the USD 5 million fee paid to Stena Finance Ltd. (**"Sterna Finance"**) for the granting of the Sterna Loan and supporting the acquisition of the Semi 1. This fee was settled by way of the Company issuing 1 million common shares to Sterna Finance, which Sterna Finance subsequently sold to Greenwich.

Operating results for the three month period ending 30 September 2017

Operating revenues for the three month period ending 30 September 2017 were USD 0 due to the fact that the Company does not currently have any operating drilling units.

Operating expenses for the three month period ending 30 September 2017 were USD 242,000 primarily due to fees incurred in connection with the listing of the Company on Oslo Axess, other set up costs and general administrative expenses in the period.

Net loss for the three month period ending 30 September 2017 was approximately USD 0.1 million primarily due to operating expenses (described above), which were partially offset by interest income.

11.6 Liquidity and Capital Resources

As of the date of this Prospectus, the Group has approximately USD 284 million in available liquidity to finance continued growth.

As of the date of this Prospectus, neither the Company nor any of the Company's wholly-owned subsidiaries has entered into any loan agreements.

As of the date of this Prospectus, if the Company elects to exercise the option to acquire Semi 2, the Company does not have funding in place for the second instalment of Semi 1 to HHI, in which case, the Company would expect to finance this second instalment with equity to be raised. The Company will however consider debt financing if the debt capital market provides for more beneficial terms and conditions to the Company. Market conditions can have a significant impact on the ability to raise equity and loan finance, while new equity financing may be dilutive to existing shareholders and loan finance which will contain covenants and other relevant restrictions.

11.7 Cash Flows

The Company has had a negative cash flow from operating activities of USD 0.1 million since its incorporation, mainly due to the payment of administrative expenses.

In March 2017, West Mira Inc., a wholly-owned subsidiary of the Company entered into the Sterna Loan, whereby West Mira Inc. borrowed USD 182.5 million from Sterna Finance and it was acknowledged that this amount had already been paid by Seatankers as settlement of the first instalment due in connection with the purchase of Semi 1.

Also in March 2017, the Company and West Mira Inc. entered into an agreement with Greenwich and Sterna Finance regarding the settlement of the Sterna Loan, the purchase of Semi 1 and the Private Placement whereby USD 110 million

of the Sterna Loan was settled by the Company issuing 22,000,000 common shares to Greenwich, subject to a partial assignment by Sterna Finance of the Sterna Loan to Greenwich. Further, the Company issued 1 million common shares to Sterna Finance in settlement of a USD 5 million fee for granting the Sterna Loan and supporting the acquisition of Semi 1 (the "**Sterna Fee**"). Remaining USD 72.5 million of the Sterna Loan was settled in cash in March 2017. The Sterna Loan did not bear any interest.

About the same time, the Company completed a private placement and generated gross proceeds of USD 230.0 million. Net cash proceeds of USD 112.7 million were received following the payment of associated fees of USD 2.3 million, partial settlement of the Sterna Loan and settlement of the Sterna Fee.

With a negative cash flow of USD 0.1 million from operational activities, additions to newbuildings of USD 1.2 million, net proceeds from the private placement of USD 112.7 million and the USD 72.5 million cash payment in respect of the Sterna Loan, the Group had cash amounting to USD 38.9 million at 30 September 2017.

On 10 November 2017, the Company announced that it had successfully completed a Private Placement raising gross proceeds in the amount of NOK 2,032,000,000 (approximately USD 250,000,000) through the placing of 31,750,000 new shares at a subscription price of NOK 64 per share. For more details on this Private Placement, please refer to Section 5 – *The Private Placement*.

11.8 Balance Sheet Data

As of 30 September 2017, the Group's total assets were USD 223.0 million, consisting primarily of cash and capitalised newbuilding costs, the Semi 1. The total newbuilding cost for Semi 1 will be USD 365 million plus capitalized costs. The payments to the yard are payable in two equal instalments. The first instalment of USD 182.5 million was paid by Seatankers shortly after the agreement was entered into, while the remaining instalment is payable upon delivery of the rig. As of 30 September 2017 the first instalment of USD 182.5 million to the yard has been capitalized in the balance sheet, in addition to some other newbuilding costs of USD 1.5 million. Please see Section 13.3 for further details for this transaction.

As of 30 September 2017, the Group's total equity was USD 222.5 million, due to the net proceeds of the USD 230 million private placement completed in March 2017, offset by the loss in the period from incorporation to 30 September 2017.

As of 30 September 2017, the Group's total liabilities were USD 0.5 million, due to other current liabilities and amounts due to related parties.

11.9 Working Capital Statement

As of the date of this Prospectus, the Company is of the opinion that the Group's working capital is sufficient for its present requirements and for at least the next twelve months from the date of this Prospectus, which mainly consists of management fees to SGS for management services relating to Semi 1, insurance, general overhead and management costs.

11.10 Investing Activities

Past investment activities

The Company's principal investments since its incorporation, related to the acquisition of the Semi 1. In March 2017, West Mira Inc., a wholly-owned subsidiary of the Company entered into the Sterna Finance Loan Agreement, whereby West Mira Inc. borrowed USD 182.5 million from Sterna Finance and it was acknowledged that this amount had already been paid by Seatankers as settlement of the first instalment due in connection with the purchase of the Semi 1. The Company was a guarantor party to this loan agreement.

Principal Investments in Progress and Planned Principal Investments

The Group is committed to paying USD 182.5 million in the second and final yard instalment to HHI upon delivery of the Semi 1. Delivery date is set to 31 December 2018, but the Company has the right (and intends) to extend delivery by a period of up to thirty-one days (to 31 January 2019). The second and final yard instalment is assumed to be financed with equity.

The Group has no other committed investments. The Group has however an option to acquire the Semi 2, which may be exercised within a period ending on 31 December 2017. If the Company exercises the option to acquire the Semi 2, the Company shall pay a purchase price of USD 400 million, payable in two equal instalments, and expects to finance the second instalment with equity, but will consider debt financing if the debt capital market provides for more beneficial terms and conditions to the Company.

Apart from the above, the Company does not have any other investments in progress, firm commitments or obligations to make significant future investments.

11.11 Property, Plant and Equipment

The Company's future rig(s) will be subject to environmental regulations, such as the U.S. Oil Pollution Act of 1990, or OPA, the Comprehensive Environmental Response, Compensation and Liability Act, or CERCLA, the U.S. Clean Water Act, or CWA, the U.S. Clean Air Act, or CAA, the U.S. Outer Continental Shelf Lands Act and the U.S. Maritime Transportation Security Act of 2002, or the "MTSA, European Union regulations.

These laws govern the discharge of materials into the environment or otherwise relate to environmental protection.

In April 2016, the BSEE issued a final rule on well control regulations that set new and revised safety and operational standards for owners and operators of offshore wells and facilities. Among other requirements, the new regulation sets standards for BOPs that include baseline requirements for their design, manufacture, inspection and repair, requires third-party verification of the equipment, and calls for real-time monitoring of certain drilling activities, and sets criteria for safe drilling margins, to name just a few of the many requirements. These new regulations grow out of the findings made in connection with the Deepwater Horizon Incident and include a number of requirements that will add to the costs of exploring for, developing and producing of oil and gas in offshore settings.

In certain circumstances, these laws may impose strict liability, rendering the Group liable for environmental and natural resource damages without regard to negligence or fault on the Group's part. Implementation of new environmental laws or regulations that may apply to ultra-deepwater drilling units may subject the Group to increased costs or limit the operational capabilities of the Group's drilling units and could materially and adversely affect the Group's operations and financial condition. See Section 2 - Risk Factors.

11.12 Significant Recent Trends

The offshore drilling market has since 2014 experienced a severe market downturn with materially reduction in demand. A reduction in the oil price from more than USD 100 in 2013 to below USD 30 in Q1 2016 resulted in a significant reduction in exploration and development spending from oil companies with reduced demand for offshore drilling services as a result. Demand for offshore drilling rigs went from 681 in 2014 to 473 in 2016 with overall industry utilization dropping from 80% to 56%. All new tenders coming out have been fiercely competitive and day rates have experienced a similar drop.

In Q2 2017 the overall utilization for the world's drilling floaters was reported to be 53%, marking the first uptick in utilization since Q3 2013. This trend continued into Q3 2017 with several long term charters being awarded to various offshore drilling companies in major offshore basins globally, and it is expected that this trend will continue also in Q4 2017. The day rates remain, however, at a depressed level with earnings barely covering operational cost in many circumstances. With a continued improvement in global fleet utilization day rates are expected to eventually increase from today's unsustainable low levels, but the timing of any such upswing in day rates is uncertain.

The Group has no rigs in operations but is actively bidding in tenders for start-up in 2019 and onwards. The competition continues to be fierce, but the harsh environment market has experienced an uptick in tender activity, contract awards and day rates levels for modern rigs recently. Several contracts have been awarded at day rates believed to at an increased margin compared to operational cost of the rig, indicating a gradual recovery for the harsh environment drilling fleet.

12. THE BOARD OF DIRECTORS, EXECUTIVE MANAGEMENT AND EMPLOYEES

This Section provides summary information about the Board of Directors and the Executive Management of the Company and disclosures about their employment arrangements with the Company and other relations with the Company.

12.1 Overview

The Board of Directors is responsible for the overall management of the Company and may exercise all the powers of the Company. In accordance with Bermuda law, the Board of Directors is responsible for, among other things, supervising the general and day-to-day management of the Company's business; ensuring proper organisation, preparing plans and budgets for its activities; ensuring that the Company's activities, accounts and asset management are subject to adequate controls and to undertake investigations necessary to ensure compliance with its duties. The Board of Directors may delegate such matters as it seems fit to the executive management of the Company (the "**Executive Management**").

The Company's Executive Management is responsible for the day-to-day management of the Company's operations in accordance with instructions set out by the Board of Directors. Among other responsibilities, the Company's CEO is responsible for keeping the Company's accounts in accordance with applicable legislation and regulations and for managing the Company's assets in a responsible manner.

12.2 Board of Directors and Executive Management

Board of Directors

The Company's Bye-Laws provide that the Board of Directors shall have a minimum of two members.

The Company's Board of Directors currently consists of the following members:

Name	Position	Served Since	Expiry of Term
Gary Casswell	Director and Chairman	September 2017	N/A
Georgina E. Sousa	Director	March 2017	N/A
David McManus	Director	September 2017	N/A

The Company's registered business address, Par la Ville Place, 14 Par la Ville Road, Hamilton, HM08, Bermuda, serves as c/o address for the members of the Board of Directors in relation to their directorship of the Company.

The composition of the Company's Board of Directors is in compliance with the independence requirements of the Norwegian Code of Practice of 30 October 2014 (the "**Norwegian Code of Practice**"). The Norwegian Code of Practice provides that a board member is generally considered to be independent when he or she does not have any personal, material business or other contacts that may influence the decisions it makes as a board member.

Set out below are brief biographies of the directors of the Company, along with disclosures about the companies and partnerships of which each director has been member of the administrative, management and supervisory bodies in the previous five years, not including directorships and executive management positions in the Company or any of its subsidiaries.

Gary Casswell, Chairman

Mr. Casswell has more than 35 years industry experience, most recently serving as President & CEO of Northern Offshore Ltd. In 2015 Mr. Casswell successfully led the sale of the company to a private investment company. Prior to this, Mr. Casswell served as vice president of eastern hemisphere operations for Pride International and was responsible for re-organizing Forasol/Foramer into a division of Pride with 39 drillships, jackups, tenders and land rigs operating in 18 countries. Prior to joining Pride, Mr. Casswell was with Santa Fe International and held a variety of increasingly responsible positions in operations, marketing, and business development including development of Santa Fe's deep water strategy. Mr. Casswell served with the IADC and received the IADC Exemplary Service award in 2007. Mr. Casswell holds a Bachelor of Science degree in Business Administration from the University of California, Long Beach.

Current other directorships and management positions ..... Directorships:

Northern Drilling Ltd. – Chairman
Ensign Energy Services Inc - Director

Management position(s): —

Previous directorships and management positions held during the last five years..... Directorships: —

Management position(s):
Northern Offshore Ltd. - President & CEO
Pride International. – Vice President

Georgina E. Sousa, Director

Georgina E. Sousa has served as a director and the Secretary of the Company since incorporation in March 2017. Ms. Sousa is a director and the Secretary of Frontline Ltd., a Bermuda company listed on the New York and Oslo Stock Exchanges and has been employed by Frontline Ltd. as Head of Corporate Administration since February 2007. Ms. Sousa is a director and Secretary of Sevan Drilling Limited and FLEX LNG LTD., both Bermuda companies listed on the Oslo Stock Exchange, and Seadrill Limited, a Bermuda company listed on the New York and Oslo Stock Exchanges. Ms. Sousa served as a director of Golden Ocean Group Limited from April 2013 to March 2015 and as a director of Golar LNG Limited from 2005 to 2015. She also served as a director of North Atlantic Drilling Ltd., from September 2013 until September 2016 and Ship Finance International Limited from May 2015 until September 2016. Ms. Sousa is Secretary of Golden Ocean Group Limited, North Atlantic Drilling Ltd. and Ship Finance International Limited. Mrs. Sousa was Vice-President – Corporate Services of Consolidated Services Limited, a Bermuda Management Company, having joined the firm in 1993 as Manager, Corporate Administration. From 1976 to 1982 she was employed by the Bermuda law firm of Appleby, Spurling & Kempe (now Appleby) as a Company Secretary and from 1982 to 1993 she was employed by the Bermuda law firm of Cox & Wilkinson (now Cox, Hallett & Wilkinson) as Senior Company Secretary.

Current other directorships and management positions ..... Directorships:
Frontline Ltd. – Director
FLEX LNG LTD. – Director
Sevan Drilling Limited – Director
Seadrill Limited.

Management position(s): —

Previous directorships and management positions held during the last five years..... Directorships:
Golden Ocean Group Limited – Director
Golar LNG Limited – Director
North Atlantic Drilling Ltd. – Director
Ship Finance International Limited - Director.

Management position(s): —

David McManus, Director

David McManus is an experienced international business leader in the Energy Sector, with strong technical and commercial skills and has previously served as Executive Vice President and Head of International Operations for Pioneer Natural Resources. He is currently serving as non-executive director for a number of listed companies, namely; Hess Corporation, a large New York Stock Exchange listed oil and gas company with upstream operations in North America, Europe, Africa and Asia; Rockhopper Exploration plc, a UK AIM listed exploration company with assets in the Falkland Islands; and Costain plc, one of the UK's leading engineering solutions providers. He is also the chairman of the Board of FLEX LNG LTD, Mr. McManus was previously Chairman of Cape plc, an energy service company, which has been involved as a contractor in more than 50% of the world's LNG facilities, including Sakhalin, RasGas, Qatargas, Damietta, Idku, North West Shelf, Pluto and Arzew. He has 39 years of experience in Technical, Commercial, Business Development, General Management and Executive roles across all aspects of the international oil and gas business, including; BG Group, ARCO, Ultramar, Shell and Fluor Corporation. Mr. McManus is a graduate of Heriott Watt University, Edinburgh.

Current other directorships and management positions ..... Directorships:

FLEX LNG LTD. - Chairman
Hess Corporation – Director

Rockhopper Exploration plc – Director
Costain plc - Director.

Previous directorships and management positions held during the last five years..... Directorships: —

Management position(s): —

Executive Management

The Company's Executive Management comprises of the following members:

Name	Position	Employed From
Gunnar Winther Eliassen	Interim CEO	August 2017

Set out below are brief biographies of the members of the Executive Management, along with disclosures about the companies and partnerships of which the member of the Executive Management has been member of the administrative, management and supervisory bodies in the previous five years, not including directorships and Executive Management positions in the Company or its subsidiaries.

Gunnar Winther Eliassen, interim CEO

Through Seatankers, Mr. Eliassen has been engaged as the Company's interim CEO since its incorporation. He has been employed by Seatankers Consultancy Services (UK) Limited since January 2016. Mr Eliassen currently also serves as a Director of Golden Close Maritime Corp. Ltd. and as a Director of Quintana Energy Services Inc. Prior to joining Seatankers Consultancy Services, he was a Partner at Pareto Securities Inc. in New York and Oslo. Mr. Eliassen holds a Master in Finance from the Norwegian School of Economics (NHH) and residents in London, UK.

Current other directorships and management positions ..... Directorships:

Golden Close Maritime Corp. Ltd. – Director
Quintana Energy Services Inc. - Director

Management position(s): —

Previous directorships and management positions held during the last five years..... Directorships: —

Management position(s):

12.3 Remuneration and Benefits

Board of Directors

The compensation for the members of the Company's Board of Directors is determined on an annual basis by the shareholders of the Company at the annual meeting of the Company's shareholders.

Executive Management

For the management services provided by Gunnar Winther Eliassen, the Company pays a service fee equal to actual costs and expenses incurred by Seatankers in providing the relevant services thereunder together with a mark-up of 5% of such costs and expenses. Gunnar Winther Eliassen is not entitled to severance pay from the Company or any of its subsidiaries upon termination of his management of the Company. Seatankers has its registered office at Promachon Eleftherias Street, Deana Beach Apts., Block 1, Office 411, Agios Athanasios, Limassol, Cyprus, while executive management of the Company currently is based in London.

Shares and Options held by Members of the Board of Directors and Executive Management

The table below sets forth the number of Shares beneficially owned by each of the Company's members of the Board of Directors and Executive Management as of the day of this Prospectus.

	Position	Shareholding	Options etc.
Gary Casswell	Chairman	0	0
Georgina E. Sousa	Director	0	0
David McManus	Director	0	0
Gunnar Winther Eliassen	Interim CEO	41,898	0

Loans and Guarantees

The Company has not provided any guarantees, or granted any loans or made any other similar commitments to any member of the Board of Directors or the Executive Management.

Agreements with benefits upon termination

There are no existing agreements or service contracts with the Group and any member of its administrative, management or supervisory bodies providing for benefits upon termination of employment.

12.4 Disclosure of Conflicts of Interests

Certain of the Directors of the Company, including Georgina Sousa and David McManus, also serve on the boards of one or more publicly traded companies involved in various sectors of the shipping and oil services industries with Hemen, or affiliated companies of Hemen, as principal shareholder. As such, there may be real or apparent conflicts of interest with respect to matters affecting Hemen and other relevant Hemen affiliated companies whose interest in some circumstances may be adverse to the interest of the Company. To the Company's knowledge there are currently no other actual or potential conflicts of interest between the Company and members of the Board.

Gunnar Winther Eliassen, currently acting as the Company's interim CEO, is considered as an Affiliate of Hemen due to his employment with Seatankers. As such, there may be real or apparent conflicts of interest with respect to matters affecting Hemen and other relevant Hemen affiliated companies whose interest in some circumstances may be adverse to the interest of the Company.

12.5 Disclosure About Convictions in Relation to Fraudulent Offences

During the last five years preceding the date of this Prospectus, no member of the Board of Directors or the Executive Management has:

- any convictions in relation to indictable offences or convictions in relation to fraudulent offences;
- received any official public incrimination and/or sanctions by any statutory or regulatory authorities (including designated professional bodies) or ever been disqualified by a court from acting as a member of the administrative, management or supervisory bodies of a company or from acting in the management or conduct of the affairs of any company; or
- been declared bankrupt or been associated with any bankruptcy, receivership or liquidation in his capacity as a founder, director or senior manager of a company.

12.6 Nomination Committee

The Company does not have a Nomination Committee.

12.7 Audit Committee

The Company does not have an Audit Committee and is exempted from the requirement due to the Company being a newly established company with no employees, and with a limited net turnover.

12.8 Remuneration Committee

The Company does not have a Remuneration Committee.

12.9 Corporate Governance

The Company's corporate governance principles are based on, and comply with, the Norwegian Code of Practice, with the following exceptions:

Section 2 "Business": In accordance with normal practice for Bermuda companies, the Company's Bye-Laws do not include a specific description of its business. According to the Memorandum of Association, the objects for which the Company was formed and incorporated are unrestricted. As a Bermuda incorporated company, the Company has chosen to establish the constitutional framework in compliance with the normal practice of Bermuda and accordingly deviate from section 2 of the Norwegian Code of Practice.

Section 3 "Equity and dividends": The Company's equity capital is at a level appropriate for its objectives, strategy, and risk profile. In accordance with Bermuda law, the Board of Directors is authorised to permit its own shares to be held as treasury shares, and to issue any unissued shares within the limits of the authorised share capital. These authorities are neither limited to specific purposes nor to a specific period as recommended in section 3 of the Norwegian Code of Practice. While the Company aims at providing competitive long-term return on the investments of its shareholders, it does not currently have a formal dividend policy.

Section 4 "Equal treatment of shareholders and transaction with close associates": In accordance with the company laws of Bermuda, the shareholders can resolve an amount of authorised capital within which the Board of Directors may decide to increase the issued capital at its discretion without further shareholder approval. There is no legal framework providing for specific time-limited or purpose-limited authorisations to increase the share capital. The Board of Directors will propose to the shareholders that they consider and, if necessary, resolve to increase the authorised capital of the Company that will allow the Board of Directors some flexibility to increase the number of issued shares without further shareholder approval. As such, the Company may deviate from the recommendation in the Norwegian Code of Practice section 4 to limit such authorisation to 10% of the issued share capital. Any increase of the authorised capital is, however, subject to approval by the shareholders by simple majority of the votes cast.

Section 5 "Freely negotiable shares": Neither the Company's Bye-Laws nor Bermuda company laws include regulation of pre-emptive rights for shareholders in connection with share capital increases. The Bye-Laws provide for the Board of Directors in its sole discretion to direct a share issue to existing shareholders at par value or at a premium price. The Company is subject to the general principle of equal treatment of shareholders under the Norwegian Securities Trading Act section 5-14. The Board of Directors will, in connection with any future share issues, on a case-by-case basis, evaluate whether deviation from the principle of equal treatment is justified. The Board of Directors will consider and determine on a case-by-case basis whether independent third party evaluations are required if entering into agreements with close associates in accordance with the Norwegian Code of Practice section 5. The Board of Directors may decide, however, due to the specific agreement or transaction, to deviate from this recommendation if the interests of the shareholders in general are believed to be maintained in a satisfactory manner through other measures.

Section 5 "Freely negotiable shares": With limited exceptions, all shares in the Company are freely negotiable, and the Bye-Laws contain no form of restriction on the negotiability of the shares, or on voting rights.

Section 6 "General meetings": The Company's Bye-Laws require five days' notice for a meeting of the shareholders, rather than 21 days. Given the Company's current commercial position, this shorter period is considered to be sufficient for shareholders to consider the matters being voted on.

Section 6 "General meetings": The Company strives to maintain an open and fair dialogue with its shareholders through the publishing of information, presentations and responding to questions from shareholders. The Company has not, however, taken specific measures for obtaining shareholders' proposals for matters to be proposed to the meeting of shareholders. In the view of the Company, the current shareholder structure, the shareholder representation, and the policy to communicate with shareholders is sufficient to ensure that shareholders may communicate their points of view to the executive management and the Board.

Section 6 "General meetings": The Board of Directors has not made arrangements for an independent Chairman for each annual meeting of the shareholders as the Company believes that the Chairman of the Board can act independently and in the interests of shareholders. Further, the Company does not believe that it is necessary for all directors and the auditor to be physically present at the meeting of the shareholders.

Section 6 "General meetings": As a Bermuda registered company, the general meetings of the Company can be conducted through proxy voting. The VPS registered shareholders are holders of interests in the shares and thus represented by the VPS Registrar in the general meetings and not through their own physical presence. This is in line with the general practice of other non-Norwegian companies listed on Oslo Axess. The Company complies in all other respects with the recommendations for general meetings as set out in of the Norwegian Code of Practice.

Section 7 "Nomination committee": As permitted under Bermuda law, the Company will not have a nomination committee as recommended by the Norwegian Code of Practice section 7. In lieu of a nomination committee comprised of

independent directors, the Board of Directors is responsible for identifying and recommending potential candidates to become board members and recommending directors for appointment to board committees.

Section 8 "Corporate assembly and board of directors": The Board of Directors elects its Chairman, rather than the shareholders. Given the Company's current development status the Company believe that this is satisfactory and that the Chairman can ensure that the Board is effective in its tasks of setting and implementing the Company's direction and strategy.

Section 8 "Corporate assembly and board of directors": As a Bermuda registered company with a limited number of employees and contractors, the Company does not have a corporate assembly. Given the size of the Company this is not believed to be necessary.

Section 9 "The work of the board of directors": The Company does not have an audit committee. In lieu of an audit committee, the entire Board of Directors is responsible for any decisions otherwise subject to review and preparation by an audit committee. The Company finds this arrangement to be satisfactory with respect to the Company's current activity level. The Company will consider establishing an audit committee if this is deemed appropriate at a later time.

Section 11 "Remuneration of the board of directors": There is no obligation to present the guidelines for remuneration of the Board of Directors to the shareholders of a Bermuda incorporated company. The Company will provide information to its shareholders regarding remuneration of the Board of Directors in compliance US GAAP but will not implement procedures that are not generally applied under Bermuda law. The Company therefore deviates from this part of section 11 of the Norwegian Code of Practice. There are no service contracts between the Company and any of its directors providing for benefits upon termination of their service.

Section 12 "Remuneration of executive personnel": There is no obligation to present the guidelines for remuneration of the executive management to the shareholders of a Bermuda incorporated company. The Company provides information to its shareholders regarding remuneration of the executive management in compliance with US GAAP, but will not implement procedures that are not generally applied under Bermuda law. In the view of the Company there is sufficient transparency and simplicity in the remuneration structure and information provided through the annual report and financial statements are sufficient to keep shareholders adequately informed. The Company therefore deviates from this part of section 12 of the Norwegian Code of Practice.

12.10 Employees

Employees

As of 30 September 2017, the Group did not have any employees. The Group currently has an interim CEO seconded from Seatankers, but other than this the Company does not have any employees.

13. RELATED PARTY TRANSACTIONS

This Section provides information regarding certain transactions which the Company is, or has been, subject to with its related parties during the period from incorporation on 2 March 2017 to the date of this Prospectus. For the purposes of the following disclosures of related party transactions, "related parties" are those that are considered as related parties of the Company pursuant to FASB Codification Topic 850 "Related Party Disclosures".

Greenwich has been the Company's largest shareholder since the Company's formation. Hemen, a company indirectly controlled by trusts established by Mr John Fredriksen for the benefit of his immediate family and affiliated with Greenwich, subscribed for and was allocated Shares in the Private Placement resulting in an ownership of approximately 10% of the Company's shares following completion of the Private Placement. On 5 December 2017, Greenwich transferred its full holding of 23,000,100 shares in the Company to Hemen, as part of a group internal reorganization. Following the transfer, Hemen holds 31,257,100 Shares in the Company, equalling approximately 40.20 % of the Company's common Shares and votes, and Greenwich is no longer a shareholder in the Company. The Company transacts business with the following related parties, being companies in which Hemen, or companies affiliated with Hemen, has a significant interest: Sterna Finance Ltd, Seadrill Ltd. and Seatankers Management Co. Ltd.

13.1 Seadrill Service Agreement

In May 2017, a wholly-owned subsidiary of the Company and Seadrill Global Services Ltd, or SGS, a wholly-owned subsidiary of Seadrill, entered into a management agreement whereby SGS agreed to perform the Company's scope of works under the purchase agreement for Semi 1 and to carry out the supervision of the construction of Semi 1 from 10 March 2017 to the rig's delivery date for a fixed fee of USD 7,000 per day. The fee amounted to USD 1.2 million in the period from 2 March to 30 September 2017 and has been included in the cost of the newbuilding. The agreement also gives SGS the right of first offer in the event of a proposed sale of the rig by the Company from 30 April 2018 for the duration of the agreement.

13.2 Seatankers Management Agreement

Pursuant to a management agreement dated 21 November 2017, the Company and its subsidiaries receive services from Seatankers relating to general administration and contract management services, including business advisory, shipping related and other support services. The Company pays Seatankers a service fee equal to actual costs and expenses incurred by Seatankers in providing the relevant services thereunder together with a mark-up of 5% of such costs and expenses, and the Company may at any time terminate the management agreement by giving notice to Seatankers. The Company's interim CEO is employed under this agreement.

13.3 West Mira Purchase Agreement

On 10 March 2017, the Company's wholly-owned subsidiary, West Mira Inc., entered into an agreement with HHI for the purchase of Semi 1. The purchase price for the rig is USD 365 million, payable in two equal instalments. The first instalment was paid shortly after the agreement was entered into, while the remaining instalment is payable upon delivery of the rig. Seatankers has guaranteed payment of the second and final instalment of USD 182.5 million for the Semi 1. No consideration was paid for this guarantee. The Company has inspected the rig and agreed to take delivery on an "as-is" and "where-is" basis, subject to certain terms and conditions. The Company's scope of work under this agreement has been contracted to SGS under the Seadrill Service Agreement. Delivery date is 31 December 2018, but the Company has the right (and intends) to extend delivery by a period of up to thirty-one days (31 January 2019), or take early delivery subject to giving HHI a three months' notice.

13.4 Semi 2 Option Agreement

On 1 September 2017, the Company's wholly-owned subsidiary Northern Rig Holding Ltd. entered into an optional sales and purchase agreement with Seatankers, whereby Seatankers granted Northern Rig Holding Ltd. an option to acquire the Semi 2, which Seatankers in turn has an option to acquire from HHI pursuant to a separate option agreement with HHI (the **"HHI Option Agreement"**). The option may be exercised by the company within a period ending on 31 December 2017, following which Seatankers is obliged to proceed with the exercise of the option available to it under the HHI Option Agreement. Nor the Company or Northern Rig Holding Ltd. has made any payment to Seatankers in exchange for the option, and if exercised the terms of acquisition for Northern Rig Holding Ltd. are back-to-back with the terms Seatankers has agreed with HHI. If Northern Rig Holding Ltd. exercises the option to acquire the Semi 2, the company shall pay a purchase price of USD 400 million, payable in two equal instalments. Pursuant to the HHI Option Agreement, HHI may require Seatankers to provide a parent company guarantee, following which Northern Rig Holding Ltd. shall pay Seatankers a guarantee fee of USD 400,000 upon execution of such guarantee (if required).

13.5 Sterna Finance Loan Agreement

In March 2017, the Company as guarantor and West Mira Inc. as borrower, entered into a loan agreement with Sterna Finance Ltd. ("**Sterna Finance**") whereby West Mira Inc. borrowed USD 182.5 million from Sterna Finance (the "**Sterna Loan**"). The loan did not bear interest and was also settled in March 2017 upon the completion of the Private Placement. The Company issued 1 million common shares to Sterna Finance for granting the loan and supporting the acquisition of the Semi 1, and subsequently, Sterna Finance sold such all the shares to Greenwich for the total amount of USD 5 million.

13.6 Sterna Finance Transaction Agreement

In connection with the Sterna Loan, the Company and West Mira Inc. entered into a transaction agreement with Greenwich and Sterna Finance regarding the settlement of the Sterna Loan and certain other agreements between the parties relating to the purchase of the Semi 1 and the Private Placement. USD 110,000,000 of the Sterna Loan was settled by the Company by way of issuing 22,000,000 common shares in the Company to Greenwich, subject to a partial assignment by Sterna Finance of the Sterna Loan to Greenwich.

14. DIVIDEND AND DIVIDEND POLICY

This Section provides information about the dividend policy and dividend history of the Company, as well as certain legal constraints on the distribution of dividends under the Bermuda Companies Act. The following discussion contains Forward-looking Statements that reflect the Company's plans and estimates; see Section 4.1 "General Information—Cautionary Note Regarding Forward-Looking Statements".

14.1 Dividend Policy and Dividend History

As the Company has yet to produce stable cash flow and has only existed since March 2017, the Company has not yet paid any dividends.

There can be no assurances that in any given period dividends will be proposed or declared. In deciding whether to propose a dividend and in determining the dividend amount, the Company's Board of Directors will take into account legal restrictions, as set out in Section 14.2 ("*Legal Constraints on the Distribution of Dividends*"), the Company's capital requirements, including capital expenditure requirements, its financial condition, general business conditions and any restrictions that its borrowing arrangements or other contractual arrangements in place at the time of the dividend may place on its ability to pay dividends and the maintaining of appropriate financial flexibility.

14.2 Legal Constraints on the Distribution of Dividends

Under the Bermuda Companies Act, a company may, subject to its bye-laws and by resolution of the directors, declare and pay a dividend, or make a distribution out of contributed surplus, provided there are reasonable grounds for believing that after any such payment (a) the company will be solvent and (b) the realizable value of its assets will be greater than its liabilities.

Pursuant to the Bye-Laws, the Board of Directors of the Company may from time to time declare cash dividends or distributions out of contributed surplus to be paid to the shareholders according to their rights and interests including such interim dividends as appear to the Board of Directors to be justified by the position of the Company. The Company may by resolution of a shareholders meeting or the Board of Directors fix any date as the record date for any such dividend.

The Board of Directors may also pay any fixed cash dividend which is payable on any shares of the Company half yearly or on such other dates, whenever the position of the Company, in the opinion of the Board of Directors, justifies such payment.

Except insofar as the rights attaching to, or the terms of issue of, any share otherwise provide:

(i) all dividends or distributions out of contributed surplus may be declared and paid according to the amounts paid up on the shares in respect of which the dividend or distribution is paid, and an amount paid up on a share in advance of calls may be treated for the purpose of the Bye-Laws as paid-up on the share;

(ii) dividends or distributions out of contributed surplus may be apportioned and paid pro rata according to the amounts paid-up on the shares during any portion or portions of the period in respect of which the dividend or distribution is paid.

The Board of Directors may deduct from any dividend, distribution or other moneys payable to a shareholder by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in respect of shares of the Company.

No dividend, distribution or other moneys payable by the Company on or in respect of any share shall bear interest against the Company.

Any dividend distribution, interest or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the mail addressed to the holder at his address in the shareholder register or, as the case may be, the VPS, or, in the case of joint holders, addressed to the holder whose name stands first in the register or, as the case may be, the VPS, in respect of the shares at his registered address as appearing in the shareholder register or, as the case may be, the VPS, or addressed to such person at such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first in the shareholder register or, as the case may be, the VPS, in respect of such shares, and shall be sent at his or their risk, and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company. Any one of two or more joint

holders may give effectual receipts for any dividends, distributions or other moneys payable or property distributable in respect of the shares held by such joint holders.

Any dividend or distribution out of contributed surplus unclaimed for a period of six years from the date of declaration of such dividend or distribution shall be forfeited and shall revert to the Company and the payment by the Board of Directors of any unclaimed dividend, distribution, interest or other sum payable on or in respect of the share into a separate account shall not constitute the Company a trustee in respect thereof.

With the sanction of a resolution of the shareholders, the Board of Directors may direct payment or satisfaction of any dividend or distribution out of contributed surplus wholly or in part by the distribution of specific assets, and in particular of paid-up shares or debentures of any other company, and where any difficulty arises in regard to such distribution or dividend the Board of Directors may settle it as it thinks expedient, and in particular, may authorize any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution or dividend purposes of any such specific assets and may determine that cash payments shall be made to any shareholders upon the footing of the values so fixed in order to secure equality of distribution and may vest any such specific assets in trustees as may seem expedient to the Board of Directors.

15. CORPORATE INFORMATION; SHARES AND SHARE CAPITAL

The following is a summary of certain corporate information and other information relating to the Group, the Shares and share capital of Company, summaries of certain provisions of the Company's Bye-Laws and applicable Bermuda law in effect as of the date of this Prospectus. This summary does not purport to be complete and is qualified in its entirety by Company's Bye-Laws and applicable Bermuda law.

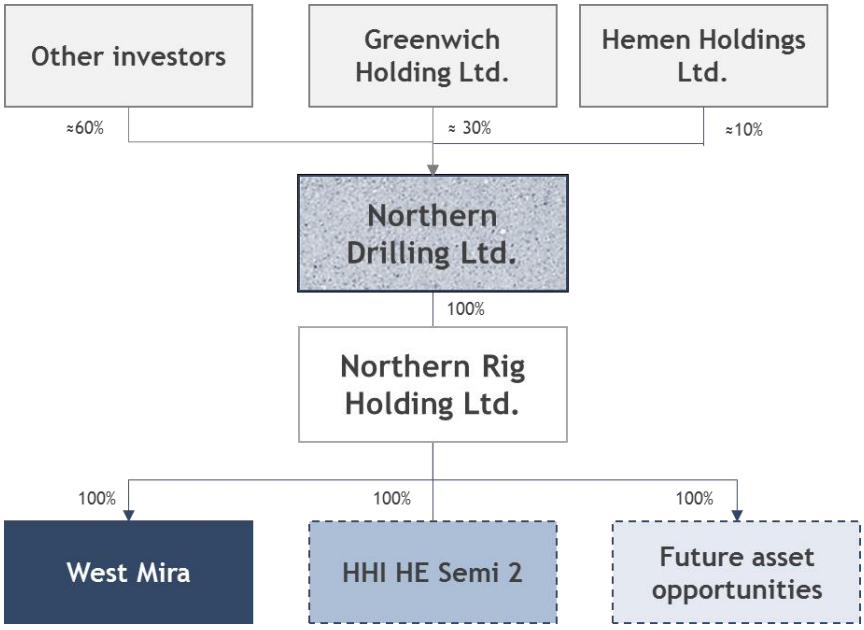
15.1 Incorporation; Registration Number; Registered Office and Other Company Information

Northern Drilling is an exempted company incorporated under the laws of Bermuda, with registration number 52367. The legal and commercial name of the Company is Northern Drilling Ltd. The Company was incorporated in accordance with the Bermuda Companies Act section 14 on 2 March 2017.

The Company's registered office is at Par la Ville Place, 14 Par la Ville Road, Hamilton, HM08, Bermuda, telephone +1 (441) 295-6935 and website www.northerndrillingltd.com.

15.2 Legal Structure

The chart below shows the current legal structure of the Group:



15.3 Information on Holdings

The following table sets out information about the entities in which the Company, as of the date of this Prospectus, holds (directly or indirectly) more than 10% of the outstanding capital and votes (dormant companies are not included).

Name	Country of Incorporation	Registered Office	Holding	Field of Activity
Northern Rig Holding Ltd	Bermuda	Par-la-Ville Place, 14 Par-la-Ville Road, Hamilton HM 08, Bermuda	100%	Holding Company
West Mira Inc.	Marshall Islands	Par-la-Ville Place, 14 Par-la-Ville Road, Hamilton HM 08, Bermuda	100%	Owning drilling unit
HHI Deepwater Semi 2 Inc.	Marshall Islands	Par-la-Ville Place, 14 Par-la-Ville Road, Hamilton HM 08, Bermuda	100%	Owning drilling unit[1]

[1] If and when the option to acquire Semi 2 is exercised. Currently, the company does not own any units

15.4 Share Capital and Share Capital History

As of the date of this Prospectus, the Company's share capital is USD 77,750,100.00 divided into 77,750,100 Shares, fully paid and each Share having a par value of USD 1.00.

The table below shows the development in the share capital of the Company since 2 March 2017 and up to the date of this Prospectus.

	Date	Capital Increase (*USD*)	Share Capital After Change (USD)	Par Value of Shares (USD)	Subscription Price per Share	New Shares	Total Number of Outstanding Shares
Incorporation	02/03/17	100	100	1.00	USD 1.00	100	100
Private Placement	17/03/17	46,000,000	46,000,100	1.00	USD 5.00	46,000,000	46,000,100
Private Placement	14/11/17	31,750,000	77,750,100	1.00	NOK 64	31,750,000	77,750,100

15.5 Authorisation to Increase the Share Capital and to Issue Shares and Other Financial Instruments

The Company's memorandum of association authorises the issuance of 1,000,000,000 common shares, each with a par value of USD 1.00.

Shares and other equity securities may be issued to eligible persons, for such consideration and on such terms as proposed by the Board of Directors and resolved by the meeting of shareholders. The term "securities" means shares and debt obligations of every kind, and includes without limitation options, warrants and rights to acquire shares or debt obligations.

15.6 Share Classes; Rights Conferred by the Shares

The Company has one single share class and all shares carry the same rights. At the Company's General Meetings, each share carries one vote.

15.7 Disclosure on Notifiable Holdings

As of 6 December 2017, which was the latest practicable date prior to the date of this Prospectus, and insofar as known to the Company, the following persons had, directly or indirectly, interest in 5% or more of the issued share capital of the Company (which constitutes a notifiable holding under the Norwegian Securities Trading Act):

	%
Hemen Holding Ltd.....	40.2
Morgan Stanley & Co. Int. Plc..	9.7
State Street Bank and Trust Comp.....	7.0

Hemen is a company indirectly controlled by trusts established by Mr. John Fredriksen for the benefit of his immediate family. When agreements are being entered into between the Company and Hemen, or other companies controlled by Hemen, the Board of Directors has particular focus on acting in the best interest of the Company, in accordance with good corporate governance practice. If needed, external, independent opinions are sought.

The Company is not aware of any arrangements, the operation of which may at a date subsequent to the date of this Prospectus result in a change of control in the Company.

None of the major shareholders has different voting rights than the other shareholders in the Company.

15.8 Bye-Laws and Certain aspects of Bermuda Law

The Company's Bye-Laws are appended as Appendix A—Bye-Laws to this Prospectus. Below is a summary of certain provisions of the Bye-Laws.

Objective

Pursuant to Item 6 of the Memorandum of Association, the object of the Company is unrestricted.

Registered Office

The Company's registered office is at Par-la-Ville Place, 14 Par-la-Ville Road, Hamilton HM 08, Bermuda.

Board of Directors, Management and Supervisory Bodies

Pursuant to Section 96 of the Bye-Laws, the Company's Board of Directors shall consist of a minimum of two members, and shall at all times comprise a majority of directors who are not resident in the United Kingdom.

The Company's shareholders may determine the minimum and maximum number of directors by the vote of shareholders representing a majority of the total number of votes which may be cast at any annual or special general meeting, or by written resolution. Each director is elected at an annual general meeting of shareholders for a term commencing upon election and expiring on the date of the next scheduled annual general meeting of shareholders or until his or her successor is appointed. The Bye-Laws do not permit cumulative voting for directors.

Share Class

The Company has one class of common shares and the holders of the shares are entitled to one vote per share on each matter requiring the approval of the shareholders. At any annual or special general meeting of shareholders where there is a quorum, a simple majority vote will generally decide any matter, unless a different vote is required by express provision of the Bye-Laws or Bermuda law. In general, only shareholders registered in the Company's Register of Members are entitled to vote on the shares.

Share Capital

The Memorandum of Association provides for an authorized share capital of USD 1,000,000,000, divided into shares of USD 1.00 each.

The Bye-Laws section 5A provides that the Company's Board of Directors may exercise all the powers of the Company to:

(a) divide the Company's shares into several classes and attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions;

(b) consolidate and divide all or any of the Company's share capital into shares of larger amount than its existing shares;

(c) subdivide the Company's shares, or any of them, into shares of smaller amount than is fixed by the memorandum, so, however, that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; or

(d) make provision for the issue and allotment of shares which do not carry any voting rights.

No Restrictions on Transfer of Shares

The Bye-Laws do not provide for any restrictions, or a right of first refusal, on transfer of Shares. Share transfers are not subject to approval by the Board of Directors. However, the Board of Directors may decline to register any transfer in certain circumstances described in the Bye-Laws.

General Meetings

Under the Bermuda Companies Act, an annual general meeting of the shareholders shall be held for the election of directors on any date or time as designated by or in the manner provided for in the bye-laws and held at such place within or outside Bermuda as may be designated in the bye-laws. Any other proper business may be transacted at the annual general meeting. The Bye-Laws provide that the Board of Directors may fix the date, time and place of the annual general meeting within or without Bermuda (but never in Norway or the United Kingdom) for the election of directors and to transact any other business properly brought before the meeting.

Under the Bermuda Companies Act, any meeting that is not the annual general meeting is called a special general meeting, and may be called by the board of directors or by such persons as authorized by the company's bye-laws. Additionally, as required by the Bermuda Companies Act, the holders of at least 10% of the issued and outstanding shares entitled to vote are allowed to call a special general meeting. At such special general meeting, only business that is

related to the purpose set forth in the required notice may be transacted. Additionally, under Bermuda law, a company may, by resolution at a special general meeting, elect to dispense with the holding of an annual general meeting for (a) the year in which it is made and any subsequent year or years; (b) for a specified number of years; or (c) indefinitely.

The Bye-Laws provide that special general meetings may be called by the Board of Directors and when required by the Bermuda Companies Act, i.e., by holders of one-tenth of a company's issued common shares through a written request to the board.

Under the Bermuda Companies Act, notice of any general meeting must be given not less than five days before the meeting and shall state the place, date and hour of the meeting and, in the case of a special general meeting, shall also state the purpose of such meeting and that it is being called at the direction of whoever is calling the meeting. Under Bermuda law, accidental failure to give notice will not invalidate proceedings at a general meeting.

Under the Bye-Laws, quorum at any general meeting shall be constituted by at least two shareholders, or in the event that there is only one Shareholder, one Shareholder, present in person or by proxy and entitled to vote (whatever the number of shares held by them).

Change of Control

The Company's Memorandum of Association and Bye-Laws contain provisions that may have an effect of delaying, deferring or preventing a change of control of the Company, including (i) the authorization of up to 1,000,000,000 common shares with potential voting powers, designations, preferences and other rights as may be provided for by the Board of Directors and (ii) no provision allowing for cumulative voting in the election of directors.

Additionally, as required by the Bermuda Companies Act, the holders of at least 10% of the issued and outstanding shares entitled to vote are allowed to call for a special general meeting, which may prevent a shareholder from forcing a special general meeting of shareholders and impede a change of control of the Company or the removal of management.

Amendments to the Memorandum of Association and Bye-Laws

Subject to the Bermuda Companies Act, all or any of the special rights attached by the Company's Board of Directors to any class of shares may only be altered or abrogated with the consent in writing of the holders of not less than 75% of the issued shares of that class or with the sanction of a resolution passed at a separate general meeting of the holders of such shares voting in person or by proxy. Additionally, the special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be altered by the creation or issue of further shares ranking *pari passu* therewith. Under Bermuda law, a company may, by resolution passed at an annual or special general meeting of shareholders, alter the provisions of the memorandum of association. An application for alteration can only be made by (i) holders of not less in the aggregate than 20% in par value of a company's issued share capital, (ii) by holders of not less in the aggregate that 20% of the company's debentures entitled to object to alterations to the memorandum, or (iii) in the case a company that is limited by guarantee, by not less than 20% of the shareholders.

The Bye-Laws may be amended in the manner provided for in the Bermuda Companies Act, provided that such amendment should only become operative to the extent that it has been confirmed by resolution passed at an annual or special general meeting of shareholders by a simple majority vote.

Additional Issuances and Pre-Emptive Rights

The Bye-Laws do not provide a shareholder of the Company with any pre-emptive rights to subscribe for additional issues of the Company's shares.

Rights of Redemption and Conversion of Shares

The Bye-Laws do not provide for any shareholder rights of conversion or redemption of the common shares in the Company.

Shareholder Vote on Certain Reorganizations

Under the Bermuda Companies Act, any plan of merger or amalgamation must be authorized by the resolution of a company's shareholders and must be approved by a majority vote of 3/4 of those shareholders voting at such special general meeting. A quorum of two or more persons holding or representing more than 1/3 of the issued and outstanding common shares of the company on the record date of such special general meeting must be in attendance in person or by proxy at such special general meeting. The Bye-laws provide that the any plan of merger or amalgamation may be authorized by resolution of a company's shareholders passed at a special general meeting of shareholders by a simple majority vote. The Bye-laws also provide that the quorum at such special general meeting shall be constituted by at least

two shareholders, or in the event that there is only one Shareholder, one Shareholder, present in person or by proxy and entitled to vote (whatever the number of shares held by them).

Liability of Directors

Under Bermuda law, directors and officers shall act honestly and discharge their duties in good faith with a view to the best interests of the Company and with that degree of diligence, care and skill which reasonably prudent people would exercise under similar circumstances in like positions. In discharging their duties, directors and officers may rely upon financial statements of the company represented to them to be correct by the officer having charge of its books or accounts or by independent accountants.

The Bermuda Companies Act provides that a company's bye-laws may include a provision for the elimination or limitation of liability of a director to the company or its shareholders for any loss arising or liability attaching to him by virtue of any rule of law in respect to any negligence, default, breach of any duty or breach of trust which the director may be guilty of; provided that such provision shall not eliminate or limit the liability of a director for any fraud or dishonesty he may be guilty of.

Indemnification of Directors and Officers

Bermuda law permits the bye-laws of a Bermuda company to contain a provision indemnifying the company's directors and officers for any loss arising or liability attaching to him or her by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which the officer or person may be guilty, save with respect to fraud or dishonesty. Bermuda law also grants companies the power generally to indemnify directors and officers of a company, except in instances of fraud and dishonesty, if any such person was or is a party or threatened to be made a party to a threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was a director and officer of such company or was serving in a similar capacity for another entity at such company's request.

The Bye-Laws provide that each director, alternate director, officer, person or member of a board committee, if any, resident representative, and his or her heirs, executors or administrators will be indemnified and held harmless out of the Company's assets to the fullest extent permitted by Bermuda law against all liabilities, loss, damage or expense (including but not limited to liabilities under contract, tort and statute or any applicable foreign law or regulation and all reasonable legal and other costs and expenses properly payable) incurred or suffered by him or her as such director, alternate director, officer, person or committee member or resident representative. The restrictions on liability, indemnities and waivers provided for in the Bye-Laws do not extend to any matter that would render the same void under the Bermuda Companies Act. In addition, each such person shall be indemnified out of the assets of the Company against all liabilities incurred in defending any proceedings, whether civil or criminal, in which judgment is given in such person's favor, or in which he or she is acquitted.

Distribution of Assets on Liquidation

Upon liquidation, dissolution or winding up, the shareholders of the Company will be entitled under Bermuda law to receive, pro rata, the net assets available after the payment of all of the Company's debts and liabilities and any preference amount owed to any preference shareholders. The rights of shareholders, including the right to elect directors, are subject to the rights of any series of preference shares the Company may issue in the future.

16. SECURITIES TRADING IN NORWAY

The following is a summary of certain information in respect of trading and settlement of shares on the Oslo Stock Exchange, securities registration in Norway and certain provisions of applicable Norwegian securities law, including the Norwegian Securities Trading Act, in effect as of the date of this Prospectus. This summary does not purport to be complete and is qualified in its entirety by Norwegian law.

16.1 Trading and Settlement

The Oslo Stock Exchange comprise two separate trading markets for trading in equities, Oslo Børs, a stock exchange operated by Oslo Børs ASA, and Oslo Axess, a regulated market operated by Oslo Børs ASA.

Trading of equities on the Oslo Stock Exchange is carried out in the electronic trading system Millennium Exchange. This trading system is in use by all markets operated by the London Stock Exchange as well as by the Borsa Italiana and the Johannesburg Stock Exchange.

Official trading on the Oslo Stock Exchange takes place between 09:00 hours (CET) and 16:30 hours (CET) each trading day, with pre-trade period between 08:15 hours (CET) and 09:00 hours (CET), a closing auction from 16:20 hours (CET) to 16:25 hours (CET), and a post-trade period from 16:25 hours (CET) to 17:30 hours (CET).

The settlement period for trading on the Oslo Stock Exchange is two trading days (T+2). This means that securities will be settled on the investor's account in the VPS two trading days after the transaction, and that the seller will receive payment after two trading days.

Investment services in Norway may only be provided by Norwegian investment firms holding a license under the Norwegian Securities Trading Act, branches of investment firms from a member state of the EEA or investment firms from outside the EEA that have been licensed to operate in Norway. Investment firms in an EEA member state may also provide cross-border investment services into Norway.

16.2 Information, Control and Surveillance

Under Norwegian law, the Oslo Stock Exchange is required to perform a number of surveillance and control functions. The Surveillance and Corporate Control unit of the Oslo Stock Exchange monitors all market activity on a continuous basis. Market surveillance systems are largely automated, promptly warning department personnel of abnormal market developments.

The Norwegian FSA controls the issuance of securities in both the equity and the bond markets in Norway.

Under Norwegian law, a company that is listed on a Norwegian regulated market, or is subject to the application for listing on such market, must promptly release any inside information (that is, precise information about financial instruments, the issuer thereof or other matters that are likely to have a significant effect on the price of the relevant financial instruments or related financial instruments, and that are not publicly available or commonly known in the market). A company may, however, delay the release of such information in order not to prejudice its legitimate interests, provided that it is able to ensure the confidentiality of the information and that the delayed release would not be likely to mislead the public. The Oslo Stock Exchange may levy fines on companies violating these requirements.

16.3 The VPS and Transfer of Shares

In order to facilitate registration of the beneficial interests in the shares with the VPS, the Company has entered into a registrar agreement with the VPS Registrar, who will operate the Company's VPS share register. Pursuant to the registrar agreement, the VPS Registrar is registered as holder of the shares in the register of members that the Company maintains pursuant to Bermuda law. The VPS Registrar will register the beneficial interests in the shares in book-entry form with the VPS. Therefore, it is not the shares in registered form issued in accordance with the Bermuda Companies Act, but the beneficial interests in such shares in book-entry form that are registered with the VPS.

The beneficial interests in the shares are registered in book-entry form with VPS under the category of a "share" and it is such interest in the shares that is registered and traded on the Oslo Stock Exchange. Each such share registered with the VPS will represent beneficial ownership of one Share. The beneficial interests registered with the VPS are freely transferable, with delivery and settlement through the VPS system. The VPS is the Norwegian paperless centralised securities register. It is a computerised bookkeeping system in which the ownership of, and all transactions relating to, Norwegian listed shares must be recorded. The VPS and the Oslo Stock Exchange are both wholly owned by Oslo Stock Exchange VPS Holding ASA.

All transactions relating to securities registered with the VPS are made through computerised book entries. No physical share certificates are, or may be, issued. The VPS confirms each entry by sending a transcript to the registered shareholder irrespective of any beneficial ownership. To give effect to such entries, the individual shareholder must establish a share account with a Norwegian account agent. Norwegian banks, Norges Bank (Norway's central bank), authorised securities brokers in Norway and Norwegian branches of credit institutions established within the EEA are allowed to act as account agents.

The entry of a transaction in the VPS is prima facie evidence in determining the legal rights of parties as against the issuing company or any third party claiming an interest in the given security.

The VPS is liable for any loss suffered as a result of faulty registration or an amendment to, or deletion of, rights in respect of registered securities unless the error is caused by matters outside the VPS's control which the VPS could not reasonably be expected to avoid or overcome the consequences of. Damages payable by the VPS may, however, be reduced in the event of contributory negligence by the aggrieved party.

The VPS must provide information to the Norwegian FSA on an on-going basis, as well as any information that the Norwegian FSA requests. Further, Norwegian tax authorities may require certain information from the VPS regarding any individual's holdings of securities, including information about dividends and interest payments.

16.4 Shareholder Register

Under Norwegian law, shares are registered in the name of the beneficial owner of the shares. As a general rule, there are no arrangements for nominee registration, and Norwegian shareholders are not allowed to register their shares in VPS through a nominee. However, foreign shareholders may register their shares in the VPS in the name of a nominee (bank or other nominee) approved by the Norwegian FSA. An approved and registered nominee has a duty to provide information on demand about beneficial shareholders to the company and to the Norwegian authorities. In case of registration by nominees, the registration in the VPS must show that the registered owner is a nominee. A registered nominee has the right to receive dividends and other distributions but cannot vote in General Meetings on behalf of the beneficial owners.

16.5 Foreign Investment in Norwegian Shares

Foreign investors may trade shares listed on the Oslo Stock Exchange through any broker that is a member of the Oslo Stock Exchange, whether Norwegian or foreign.

16.6 Disclosure Obligations

If a person's, entity's or consolidated Company's proportion of the total issued shares and/or rights to shares in a company listed on a regulated market in Norway (with Norway as its home state, which will be the case for the Company) reaches, exceeds or falls below the respective thresholds of 5%, 10%, 15%, 20%, 25%, 1/3, 50%, 2/3 or 90% of the share capital or the voting rights of that company, the person, entity or Company in question has an obligation under the Norwegian Securities Trading Act to notify the Oslo Stock Exchange and the issuer immediately. The same applies if the disclosure thresholds are passed due to other circumstances, such as a change in the company's share capital.

16.7 Insider Trading

According to Norwegian law, subscription for, purchase, sale or exchange of financial instruments that are listed, or subject to the application for listing, on a Norwegian regulated market, or incitement to such dispositions, must not be undertaken by anyone who has inside information, as defined in Section 3-2 of the Norwegian Securities Trading Act. The same applies to the entry into, purchase, sale or exchange of options or futures/forward contracts or equivalent rights whose value is connected to such financial instruments or incitement to such dispositions.

16.8 Mandatory Offer Requirement

The Norwegian Securities Trading Act requires any person, entity or consolidated group that becomes the owner of shares representing more than one-third of the voting rights of a Norwegian company listed on a Norwegian regulated market to, within four weeks, make an unconditional general offer for the purchase of the remaining shares in that company. A mandatory offer obligation may also be triggered where a party acquires the right to become the owner of shares that, together with the party's own shareholding, represent more than one-third of the voting rights in the company and the Oslo Stock Exchange decides that this is regarded as an effective acquisition of the shares in question.

The mandatory offer obligation ceases to apply if the person, entity or consolidated group sells the portion of the shares that exceeds the relevant threshold within four weeks of the date on which the mandatory offer obligation was triggered.

When a mandatory offer obligation is triggered, the person subject to the obligation is required to immediately notify the Oslo Stock Exchange and the company in question accordingly. The notification is required to state whether an offer will

be made to acquire the remaining shares in the company or whether a sale will take place. As a rule, a notification to the effect that an offer will be made cannot be retracted. The offer and the offer document required are subject to approval by the Oslo Stock Exchange, in its capacity as Take-over Authority of Norway, before the offer is submitted to the shareholders or made public.

The offer price per share must be at least as high as the highest price paid or agreed to be paid by the offeror for the shares in the six-month period prior to the date the threshold was exceeded. However, if it is clear that that the market price was higher when the mandatory offer obligation was triggered, the offer price shall be at least as high as the market price. If the acquirer acquires or agrees to acquire additional shares at a higher price prior to the expiration of the mandatory offer period, the acquirer is obliged to restate its offer at such higher price. A mandatory offer must be in cash or contain a cash alternative at least equivalent to any other consideration offered.

In case of failure to make a mandatory offer or to sell the portion of the shares that exceeds the relevant mandatory offer threshold within four weeks, the Oslo Stock Exchange may force the acquirer to sell the shares exceeding the threshold by public auction. Moreover, a shareholder who fails to make an offer may not, as long as the mandatory offer obligation remains in force, exercise rights in the company, such as voting in a General Meeting of the Company's shareholders, without the consent of a majority of the remaining shareholders. The shareholder may, however, exercise his/her/its rights to dividends and pre-emption rights in the event of a share capital increase. If the shareholder neglects his/her/its duty to make a mandatory offer, the Oslo Stock Exchange may impose a cumulative daily fine that accrues until the circumstance has been rectified.

Any person, entity or consolidated group that owns shares representing more than one-third of the votes in a Norwegian company listed on a Norwegian regulated market is obliged to make an offer to purchase the remaining shares of the company (repeated offer obligation) if the person, entity or consolidated Company through acquisition becomes the owner of shares representing 40%, or more of the votes in the company. The same applies correspondingly if the person, entity or consolidated Company through acquisition becomes the owner of shares representing 50% or more of the votes in the company. The mandatory offer obligation ceases to apply if the person, entity or consolidated Company sells the portion of the shares which exceeds the relevant threshold within four weeks of the date on which the mandatory offer obligation was triggered.

Any person, entity or consolidated Company that has passed any of the above mentioned thresholds in such a way as not to trigger the mandatory bid obligation, and has therefore not previously made an offer for the remaining shares in the company in accordance with the mandatory offer rules is, as a main rule, obliged to make a mandatory offer in the event of a subsequent acquisition of shares in the company.

16.9 Compulsory Acquisition

Under Bermuda law, an acquiring party is generally able to acquire compulsorily the common shares of minority holders in the following ways:

- By a procedure under the Companies Act known as a "scheme of arrangement". A scheme of arrangement could be effected by obtaining the agreement of the company and of holders of common shares, comprising in the aggregate a majority in number representing at least 75% in value of the shareholders (excluding shares owned by the acquirer) present and voting at a meeting ordered by the Bermuda Supreme Court held to consider the scheme of arrangement. Following such approval by the shareholders, the Bermuda Supreme Court may then sanction the scheme of arrangement. If a scheme of arrangement receives all necessary agreements and sanctions, upon the filing of the court order with the Registrar of Companies in Bermuda, all holders of common shares could be compelled to sell their shares under the terms of the scheme of arrangement.

- Where an acquiring party makes an offer in a scheme or contract for shares or class of shares in a company and the acquiring party receives acceptances, pursuant to the offer, for not less than 90% of the shares in issue (other than those already held by the acquiring party, its subsidiary or by a nominee for the acquiring party or its subsidiary as at the date of the offer) the acquiring party may, at any time within two months from the date the acceptance was obtained, give notice to any dissenting shareholder that it wishes to acquire his shares on the same terms as the original offer. The dissenting shareholders could be compelled to transfer their shares unless the Bermuda Supreme Court (on application made within a one-month period from the date of the offeror's notice of its intention to acquire such shares) orders otherwise.

The holder(s) of not less than 95% of the shares or any class of shares of a company may give a notice to the remaining shareholders of the intention to acquire the shares of such remaining shareholders on the terms set out in the notice. When this notice is given, the acquiring party is entitled and bound to acquire the shares of the remaining shareholders on the terms set out in the notice, unless a remaining shareholder, within one month of receiving such notice, applies to

the Bermuda Supreme Court for an appraisal of the value of their shares. This provision only applies where the acquiring party offers the same terms to all holders of shares whose shares are being acquired.

16.10 Foreign Exchange Controls

There are currently no foreign exchange control restrictions in Norway that would potentially restrict the payment of dividends to a shareholder outside Norway, and there are currently no restrictions that would affect the right of shareholders of a non-Norwegian company who are not residents in Norway to dispose of their shares and receive the proceeds from a disposal outside Norway. There is no maximum transferable amount either to or from Norway, although transferring banks are required to submit reports on foreign currency exchange transactions into and out of Norway into a central data register maintained by the Norwegian customs and excise authorities. The Norwegian police, tax authorities, customs and excise authorities, the National Insurance Administration and the Norwegian FSA have electronic access to the data in this register.

The Company has been designated as a non-resident of Bermuda for exchange control purposes by the Bermuda Monetary Authority. The Company's common shares are to be listed on an appointed stock exchange. For so long as the Company's shares remain listed on an appointed stock exchange, the transfer of shares between persons regarded as resident outside Bermuda for exchange control purposes and the issuance of common shares to or by such persons may be effected without specific consent under the Bermuda Exchange Control Act of 1972 and regulations made thereunder. Issues and transfers of common shares between any person regarded as resident in Bermuda and any person regarded as non-resident for exchange control purposes require specific prior approval under the Bermuda Exchange Control Act 1972 unless such common shares are listed on an appointed stock exchange.

Subject to the foregoing, there are no limitations on the rights of owners of shares in the Company to hold or vote their shares. Because the Company has been designated as non-resident for Bermuda exchange control purposes, there are no restrictions on its ability to transfer funds in and out of Bermuda or to pay dividends to non-Bermuda residents who are holders of common shares, other than in respect of local Bermuda currency.

17. TAXATION

*This Section describes certain tax rules in Bermuda and Norway applicable to shareholders who are resident in Norway for tax purposes ("**Norwegian Shareholders**") and to shareholders who are not resident in Norway for tax purposes ("**Foreign Shareholders**"). The statements herein regarding taxation are based on the laws in force in Norway as of the date of this Prospectus and are subject to any changes in law occurring after such date. Such changes could be made on a retrospective basis. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Shares. Investors are advised to consult their own tax advisors concerning the overall tax consequences of their ownership of Shares. The statements only apply to shareholders who are beneficial owners of Shares. Please note that for the purpose of the summary below, references to Norwegian Shareholders or Foreign Shareholders refers to the tax residency rather than the nationality of the shareholder.*

17.1 Norwegian Shareholders

Taxation of Dividends

Dividends distributed by companies resident in Bermuda for tax purposes, including dividends from the Company, received by Norwegian corporate shareholders (i.e. limited liability companies and similar entities) ("**Norwegian Corporate Shareholders**") are taxable as ordinary income in Norway for such shareholders at a flat rate of 24%.

Dividends distributed to Norwegian individual shareholders (i.e. other Norwegian shareholders than Norwegian Corporate Shareholders) ("**Norwegian Individual Shareholders**" and taken together with Norwegian Corporate Shareholders "**Norwegian Shareholders**") are taxable under the "shareholder model". According to the shareholder model, dividends distributed to individual shareholders are multiplied with a factor of 1.24 before taken to taxation at the ordinary income rate of 24% (resulting in an effective tax rate of 29.76%) to the extent the dividend exceeds a basic tax-free allowance. Please note however that for 2018, the tax rate has been proposed reduced to 23% and the multiplication factor increased to 1.33 (resulting in an effective tax rate of 30.59%). The tax-free allowance shall be computed for each individual shareholder on the basis of the cost price of each of the shares multiplied by a risk-free interest rate. The risk-free interest rate will be calculated every income year and is allocated to the shareholder owing the share on 31 December of the relevant income year. Any part of the calculated tax-free allowance one year exceeding the dividend distributed on the share ("unused allowance") may be carried forward and set off against future dividends received on (or gains upon realization of, see below) the same share. Any unused allowance will also be added to the basis of computation of the tax-free allowance on the same share the following year.

Taxation of Capital Gains

Sale, redemption or other disposal of shares is considered as a realization for Norwegian tax purposes.

Norwegian Corporate Shareholders are taxable in Norway for capital gains on the realization of shares in the Company, and have a corresponding right to deduct losses. This applies irrespective of how long the shares have been owned by the Norwegian Corporate Shareholders and irrespective of how many shares that are realized. The taxable gain or deductible loss is calculated per share, as the difference between the consideration received and the tax value of the share. The tax value of each share is based on the Norwegian Corporate Shareholders cost price of the share. Costs incurred in connection with the acquisition or realization of the shares may be deducted in the year of sale. Any capital gain or loss is included in or deducted from the basis for computation of ordinary income in the year of disposal. Ordinary income is taxable at a rate of 24% (proposed reduced to 23% in 2018).

Norwegian Individual Shareholders are taxable in Norway for capital gains on the realization of shares, and have a corresponding right to deduct losses. This applies irrespective of how long the shares have been owned by the individual shareholder and irrespective of how many shares that are realized. Gains are taxable as ordinary income in the year of realization, and losses can be deducted from ordinary income in the year of realization. Any gains or losses are also multiplied with a factor of 1.24 (proposed increased to 1.33 in 2018) before taken to taxation at the tax rate for ordinary income of 24%. Under current tax rules, gain or loss is calculated per share, as the difference between the consideration received and the tax value of the share. The tax value of each share is based on the individual shareholder's purchase price for the share. Costs incurred in connection with the acquisition or realization of the shares may be deducted in the year of sale. Unused tax-free allowance connected to a share may be deducted from a capital gain on the same share, but may not lead to or increase a deductible loss. Further, unused tax-free allowance may not be set off against gains from realization of the other shares.

If Norwegian Shareholders realizes shares acquired at different times, the shares that were first acquired will be deemed as first sold (the "first in first out"-principle) upon calculating taxable gain or loss.

A shareholder who ceases to be tax resident in Norway due to domestic law or tax treaty provisions may become subject to Norwegian exit taxation of capital gains related to shares in certain circumstances.

Taxation of Subscription Rights

A Norwegian Shareholder's subscription for shares in companies resident in Bermuda for tax purposes pursuant to a subscription right is not subject to separate taxation in Norway. Costs related to the subscription for the shares will be added to the cost price of the shares.

Sale and other transfer of such subscription rights are considered a realisation for Norwegian tax purposes. Any gain (calculated as for shares) are taxable at the flat rate of 24% (proposed reduced to 23% in 2018). Losses are deductible at the same rate.

Controlled Foreign Corporation (CFC) taxation

Norwegian Shareholders in the Company will be subject to Norwegian taxation according to the Norwegian Controlled Foreign Corporations regulations (the "**Norwegian CFC-regulations**") if Norwegian Shareholders directly or indirectly own or control (together referred to as "**Control**") the shares of the Company.

Norwegian Shareholders will be considered to Control the Company if:

- Norwegian Shareholders Control 50% or more of the shares or capital in the Company at the beginning of and at the end of a tax year; or
- If Norwegian Shareholders Controlled the Company the previous tax year, the Company will also be considered Controlled by Norwegian Shareholders in the following tax year unless Norwegian Shareholders Control less than 50% of the shares and capital at both the beginning and the end of the following tax year; or
- Norwegian Shareholders Control more than 60% of the shares or capital in the Company at the end of a tax year.
- If less than 40% of the shares or capital are Controlled by Norwegian Shareholders at the end of a tax year, the Company will not be considered Controlled by Norwegian Shareholders for Norwegian tax purposes.

Under the Norwegian CFC-regulations Norwegian Shareholders are subject to Norwegian taxation on their proportionate part of the taxable net income generated by the Company, calculated according to Norwegian tax regulations, regardless of whether or not any dividends are distributed from the Company.

Net Wealth Tax

The value of shares is taken into account for net wealth tax purposes in Norway. The marginal tax rate is currently 0.85%. Norwegian limited liability companies and similar entities are exempted from net wealth tax.

Shares listed on the Oslo Stock Exchange are valued at 90% of the quoted value at 1 January in the assessment year.

Norwegian Corporate Shareholders are not subject to net wealth tax.

VAT and Transfer Taxes

No VAT, stamp duty or similar duties are currently imposed in Norway on the transfer or issuance of shares.

Inheritance Tax

A transfer of shares through inheritance or as a gift does not give rise to inheritance or gift tax in Norway.

17.2 Non-Norwegian Shareholders

Taxation of dividends

Dividends received by Non-Norwegian Shareholders from shares in Non-Norwegian companies are not subject to Norwegian taxation unless the Non-Norwegian Shareholders holds the shares in connection with the conduct of a trade or business in Norway.

Taxation of Capital Gains

Capital gains generated by Non-Norwegian Shareholders are not taxable in Norway unless the Non-Norwegian Shareholders holds the shares in connection with the conduct of a trade or business in Norway.

Net Wealth Tax

Non-Norwegian Shareholders are generally not subject to Norwegian net wealth tax. Non-Norwegian personal shareholders may, however, be taxable if the shareholding is effectively connected to the conduct of trade or business in Norway.

VAT and transfer taxes

No VAT, stamp duty or similar duties are currently imposed in Norway on the transfer or issuance of shares.

Inheritance Tax

A transfer of shares through inheritance or as a gift does not give rise to inheritance or gift tax in Norway.

17.3 Bermuda Taxation

Under current Bermuda law, there are no taxes on profits, income or dividends nor is there any capital gains tax. Furthermore, the Company has received from the Minister of Finance of Bermuda under the Exempted Undertakings Tax Protection Act of 1966, as amended, an undertaking that, in the event that Bermuda enacts any legislation imposing tax computed on profits or income, or computed on any capital asset, gain or appreciation, or any tax in the nature of estate duty or inheritance tax, then the imposition of any such tax shall not be applicable to the Company or to any of its operations, or the common shares, debentures or other obligations of the Company, until 31 March 2035. This undertaking does not, however, prevent the imposition of any such tax or duty on such persons as are ordinarily resident in Bermuda and holding such shares, debentures or obligations of the Company or of property taxes on Company-owned real property or leasehold interests in Bermuda.

18. INCORPORATION BY REFERENCE; DOCUMENTS ON DISPLAY

The Norwegian Securities Trading Act and the Norwegian Securities Trading Regulations, implementing the EC Regulation 809/2004 and the Prospectus Directive regarding incorporation by reference and publication of such prospectuses and dissemination of advertisements, allow the Company to incorporate by reference information into this Prospectus that has been previously filed with the Oslo Stock Exchange or the Norwegian Financial Supervisory Authority in other documents. The Company's financial statements for the period from its incorporation in March 2017 and until 30 June 2017, and the related auditor report thereto is by this reference incorporated as a part of this Prospectus. Accordingly, this Prospectus is to be read in conjunction with these documents.

Cross Reference Table

The information incorporated by reference in this Prospectus should be read in connection with the following cross-reference table. References in the table to "Annex" and "Items" are references to the disclosure requirements as set forth in the Norwegian Securities Trading Act cf. the Norwegian Securities Trading Regulations by reference to such Annex (and Item therein) of the EC Regulation 809/2004.

Minimum Disclosure Requirement for Prospectuses (Annex XXV)		**Reference Document**	**Page of Reference Document**
Item 20.1	Audited historical financial information	2nd Quarter 2017 financial statements: http://www.northerndrillingltd.com/wp-content/uploads/2017/11/Interim-Financial-Information-June-30-2017.pdf	Pages 3 – 10
Item 20.3	Audit Reports	2nd Quarter 2017 audit report: http://www.northerndrillingltd.com/wp-content/uploads/2017/11/Interim-Financial-Information-June-30-2017.pdf	Pages 1 – 2
Item 20.5	Interim financial information	3rd Quarter 2017 financial statements: http://www.northerndrillingltd.com/wp-content/uploads/2017/11/Interim-Financial-Information-September-30-2017.pdf	Pages 1 – 9

19. ADDITIONAL INFORMATION

19.1 Independent Auditors

The Company's independent auditors are PricewaterhouseCoopers AS ("**PwC**"), with its registered address at Dronning Eufemias gate 8, 0191 Oslo, Norway. PwC has registration number 987 009 713 and is a member of The Norwegian Institute of Public Accountants (Nw: *Den Norske Revisorforening*).

PwC has acted as the Company's statutory auditor since the Company`s incorporation in March 2017. Accordingly, no auditor of the Group has resigned, been removed or failed to be re-appointed during the period covered by the financial information discussed herein.

The auditor's report to the Financial Statements is incorporated by reference together with the Financial Statements. Other than this report, neither PwC nor any other auditor has audited or reviewed any accounts of the Group or produced any report on any other information provided in this Prospectus.

19.2 Managers

Pareto Securities AS, Fearnley Securities AS, Nordea Bank AB (publ), Norwegian branch, and Carnegie AS are the Managers for the Offering.

19.3 Legal Advisors

Advokatfirmaet BA-HR DA is acting as legal adviser as to Norwegian law, and MJM Limited is acting as legal adviser as to Bermuda law, to the Company in connection with the Private Placement.

19.4 VPS Registrar

The Company's VPS registrar is DNB Bank ASA, which has its registered address at Dronning Eufemias gate 30, 0191 Oslo, Norway.

19.5 Documents on Display

For twelve months from the date of this Prospectus, copies of the following documents will be available for inspection at the Company's registered office during normal business hours from Monday through Friday each week (except public holidays):

- The Bye-Laws of the Company.
- All reports, letters, and other documents, historical financial information, valuations and statements prepared by any expert at the Company's request any part of which is included or referred to in the Prospectus.
- The Group's financial statements for the period from its incorporation in March 2017 and until 30 June 2017, and the related auditor report thereto.
- The Prospectus dated 24 October 2017
- This Prospectus.

20. DEFINITIONS

Capitalised terms used throughout this Prospectus shall have the meaning ascribed to such terms as set out below, unless the context require otherwise.

Anti-Money Laundering Legislation	The Norwegian Money Laundering Act of 6 March 2009 no. 11 and the Norwegian Money Laundering Regulations of 13 March 2009 no. 302, taken together.
Bermuda Companies Act	The Companies Act 1981 of Bermuda, as amended from time to time.
BMA	The Bermuda Monetary Authority
BOP	Blowout Preventer
Bunker Convention	The IMO International Convention on Civil Liability for Bunker Oil Pollution Damage of 2001.
Bye-Laws	The Company´s bye-laws in effect as the date of this Prospectus.
BWM Convention	The International Convention for the Control and Management of Ship Ballast Water and Sediments.
CLC	The International Convention on Civil Liability for Oil Pollution Damage of 1969.
CEO	Chief Executive Officer.
Company	Northern Drilling Ltd.
Deepwater Horizon Incident	The fire and explosion that took place on the unaffiliated Deepwater Horizon Mobile Offshore Drilling Unit in the Gulf of Mexico in April 2010.
EC Regulation 809/2004	The Commission Regulation (EC) no. 809/2004 implementing the Prospectus Directive and the format, incorporation by reference and publication of prospectuses and dissemination of advertisements, as amended.
EU	European Union.
EU Regulation 809/2004	Commission Regulation (EC) no. 809/2004 regarding information to be contained in prospectuses.
Executive Management	The members of the Company's Executive Management.
Financial Statements	The Group's audited, consolidated financial statements for the period 2 March (date of the Company's incorporation) to and as of 30 June 2017
Foreign Corporate Shareholders	Foreign corporate shareholders (i.e. limited liability companies and similar).
Foreign Individual Shareholders	Foreign individual shareholders (i.e. other foreign shareholders than Foreign Corporate Shareholders).
Forward-looking Statements	Has the meaning ascribed to it in Section 4.1.
FSMA	The Financial Services and Markets Act 2000.
Greenwich	Greenwich Holdings Limited
Group	The Company together with its consolidated subsidiaries.
Hemen	Hemen Holding Ltd.
HHI	Hyundai Heavy Industries Co., Ltd.
HHI Option Agreement	The option agreement dated 10 March 2017 between HHI and Seatankers.
IMO	International Maritime Organization.
ISM Code	The International Management Code for Safe Operation of Ships and Pollution Prevention.
Listing	The listing of the Company's Shares on Oslo Axess
Managers	Pareto Securities AS, Fearnley Securities AS, Nordea Bank AB (publ), Norwegian branch, and Carnegie AS.
MARPOL	The International Convention for the Prevention of Pollution from Ships of 1973.
Memorandum of Association	The Company´s memorandum of association
Non-Norwegian Shareholders	Shareholders who are not resident in Norway for tax purposes.
Northern Drilling	The Group
Norwegian CFC-regulations	Norwegian Controlled Foreign Corporations regulation
Norwegian Code of Practice	The Norwegian Corporate Governance Code of 30 October 2014.
Norwegian Corporate Shareholders	Norwegian corporate shareholders (i.e. limited liability companies and similar).
Norwegian FSA	The Norwegian Financial Supervisory Authority (Nw. *Finanstilsynet*)
Norwegian Individual Shareholders	Norwegian individual shareholders (i.e. other Norwegian shareholders than Norwegian corporate shareholders).

Norwegian Securities Trading Act	The Norwegian Securities Trading Act of 29 2007 no. 75, as amended.
Norwegian Shareholders	Norwegian Corporate Shareholders taken together with Norwegian Individual Shareholders.
First Private Placement	The private placement of 46,000,000 Shares in the Company completed in March 2017.
OPEC	Organization of Petroleum Exporting Countries.
Oslo Axess	A regulated market place operated by Oslo Børs ASA.
Oslo Stock Exchange	Oslo Børs ASA (a stock exchange operated by Oslo Børs ASA), or as the case may be, Oslo Axess (a regulated market place operated by Oslo Børs ASA).
p.a.	per annum.
Private Placement	The private placement of 31,750,000 Shares in the Company completed in November 2017.
Private Placement Shares	Shares issued in the Private Placement.
Prospectus	This prospectus dated 7 December 2017.
Prospectus Directive	Directive 2003/71/EC of the European Parliament and the Council of 4 November 2003, as amended, regarding information contained in prospectuses.
QIB	Qualified Institutional Buyer, as defined in the U.S. Securities Act.
Regulation S	Regulation S of the U.S. Securities Act.
Relevant Member State	Each member state of the EEA which has implemented the Prospectus Directive.
Rule 144A	Rule 144A of the U.S. Securities Act.
Seadrill	The Seadrill Ltd. group of companies.
Semi 1 Purchase Agreement	The resale agreement dated 10 March 2017 between West Mira Inc. and HHI
Semi 2 Option Agreement	The option sale and purchase agreement dated 1 September 2017 between Seatankers and Northern Rig Holding Ltd.
Seadrill Management Agreement	The management agreement dated 25 May 2017 between West Mira Inc. and Seadrill Global Services Ltd.
Seatankers	Seatankers Management Co. Ltd.
Seatankers Management Agreement	The management agreement dated 21 November 2017 between Seatankers and the Company.
Semi 1	The Company´s semi-submersible rig currently under construction, HHI HE Semi 1, previously known as “West Mira”, which is expected to be delivered to the Company in January 2019.
Semi 2	The semi-submersible rig, HHI HE Semi 2, previously known as Bollsta Dolphin, which the Company has an option to acquire from HHI.
SGS	Seadrill Global Services Ltd.
Shares	The shares of the Company, each with a par value of USD 1.00.
SOLAS	The IMO International Convention for the Safety at Sea of 1974.
Sterna Fee	The USD 5 million fee paid to Sterna Finance for granting the Sterna Loan and supporting the acquisition of Semi 1.
Sterna Finance	Sterna Finance Ltd.
Sterna Finance Loan Agreement	The loan agreement dated 15 March 2017 between West Mira Inc. as borrower, the Company as guarantor and Sterna Finance Ltd. as lender.
Sterna Loan	The USD 182.5 million loan granted by Sterna Finance to the Company for the financing of the first instalment of the Semi 1 purchase price.
US GAAP	Generally accepted accounting principles in the USA.
U.S. Securities Act	The United States Securities Act of 1933, as amended.
VPS	The Norwegian Central Securities Depository (Nw. *Verdipapirsentralen*).

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APPENDIX A — BYE-LAWS

FORM No. 2

BERMUDA

THE COMPANIES ACT 1981

MEMORANDUM OF ASSOCIATION OF COMPANY LIMITED BY SHARES
Section 7(1) and (2)

MEMORANDUM OF ASSOCIATION

OF

Northern Drilling Ltd.
(hereinafter referred to as "the Company")

1. The liability of the members of the Company is limited to the amount (if any) for the time being unpaid on the shares respectively held by them.

2. We, the undersigned, namely,

Name and Address	Bermudian Status (Yes or No)	Nationality	Number of Shares Subscribed
Quorum Services Limited 'Thistle House' 4 Burnaby Street Hamilton HM 11 Bermuda	Yes	Bermudian	1

do hereby respectively agree to take such number of shares of the Company as may be allotted to us respectively by the provisional directors of the Company, not exceeding the number of shares for which we have respectively subscribed, and to satisfy such calls as may be made by the directors, provisional directors or promoters of the Company in respect of the shares allotted to us respectively.

3. The Company is to be an exempted company as defined by the Companies Act 1981.

4. The Company, with the consent of the Minister of Finance, has power to hold land situate in Bermuda not exceeding NIL in all, including the following parcels:

N/A

5. **The authorised share capital of the Company is US$100.00 divided into shares of $1.00 each.**

6. The objects for which the Company is formed and incorporated are unrestricted.

7. The company shall have, pursuant to Section 11 (1) (b) of the Companies Act 1981, the capacity, rights, powers and privileges of a natural person.

8. The Company shall have, pursuant to Section 42 of the Companies Act 1981, the power to issue preference shares which are liable to be redeemed at the option of the holder.

9. The Company shall have, pursuant to Section 42A of the Companies Act 1981, the power to purchase its own shares for cancellation

10. The Company shall have, pursuant to Section 42B of the Companies Act 1981, the power to acquire its own shares to be held as treasury shares.

Signed by each subscriber in the presence of at least one witness attesting the signature thereof:

Quorum Services Limited
Acting as Provisional Director

Quinell Kumalae

(Subscriber)

Carla Crockwell

(Witness)

Subscribed this 2nd day of March, 2017.

B Y E - L A W S

OF

Northern Drilling Ltd.

I HEREBY CERTIFY that the within-written bye-laws are a true copy of the bye-laws of Northern Drilling Ltd. as subscribed by the subscriber to the memorandum of association and approved at the statutory general meeting of the above Company on the 6th day of March, 2017.

Georgina E. Sousa
Secretary

TABLE OF CONTENTS

B Y E – L A W S

of

Northern Drilling Ltd.

INTERPRETATION

1. In these Bye-laws, and any Schedule, unless the context otherwise requires:

"**Alternate Director**" means such person or persons as shall be appointed from time to time pursuant to Bye-law 100;

"**Annual General Meeting**" means a meeting convened by the Company pursuant to Section 71(1) of the 1981 Act;

"**Bermuda**" means the Islands of Bermuda;

"**Board**" means the Board of Directors of the Company or the Directors present at a meeting of Directors at which there is a quorum;

"**Bye-laws**" means these Bye-laws in their present form or as they may be amended from time to time;

"**Branch Register**" means a branch of the Register maintained by the Registrar in the VPS pursuant to the terms of a registrar agreement with the Company, which may be established by the Company at the time determined by the Board;

"**the Companies Acts**" means every Bermuda statute from time to time in force concerning companies insofar as the same applies to the Company including, without limitation, the Principal Act;

"**Company**" means the company incorporated in Bermuda under the name of Northern Drilling Ltd. on the 2nd day of March, 2017;

"**Director**" means such person or persons as shall be elected or appointed to the Board from time to time pursuant to Bye-law 96, Bye-law 97, or the Companies Acts;

"**Finance Officer**" means such person or persons other than the Resident Representative appointed from time to time by the Board pursuant to Bye-law 116 and 128 to act as the Finance Officer of the Company

"**Officer**" means such person or persons as shall be appointed from time to time by the Board pursuant to Bye-law 128;

"**paid up**" means paid up or credited as paid up;

"**Principal Act**" means The Companies Act, 1981 as amended, restated or re-enacted from time to time;

"**Register**" means the Register of Shareholders of the Company;

"**Registered Office**" means the registered office for the time being of the Company;

"**Registrar**" means such person or body corporate who may from time to time be appointed by the Board as registrar of the Company with responsibility to maintain the Branch Register under these Bye-laws;

"**Resident Representative**" means any person appointed to act as the resident representative of the Company and includes any deputy or assistant resident representatives;

"**Resolution**" means a resolution of the Shareholders or, where required, of a separate class or separate classes of Shareholders, adopted either in general meeting or by written resolution, in accordance with the provisions of these Bye-laws;

"**Seal**" means the common seal of the Company, if any, and includes any duplicate thereof;

"**Secretary**" means the person appointed to perform any or all of the duties of the secretary of the Company and includes a temporary or assistant Secretary and any person appointed by the Board to perform any of the duties of the Secretary;

"**Shareholder**" means a shareholder or member of the Company;

"**Share Option Scheme**" means a scheme established pursuant to Bye-law 113 for encouraging or facilitating the holding of shares or debentures in the Company by or for the benefit of: -

(a) the Directors and Officers of the Company (whether employees or not);

(b) the bona fide employees or former employees of the Company or any subsidiary of the Company; or

(c) the wives, husbands, widows, widowers or children or step-children under the age of 18 of such employees or former employees;

"**Special General Meeting**" means a general meeting, other than the Annual General Meeting;

"**Treasury Shares**" means any share of the Company that was acquired and held by the Company, or as treated as having been acquired and held by the Company, which has been held continuously by the Company since it was acquired and which has not been cancelled;

"**VPS**" means Verdipapirsentralen ASA, a Norwegian corporation maintaining a computerized central share registry in Oslo, Norway, for bodies corporate and shall include any successor registry;

for the purposes of these Bye-laws a corporation shall be deemed to be present in person if its representative duly authorised pursuant to the Companies Acts is present;

words importing only the singular number include the plural number and vice versa;

words importing only the masculine gender include the feminine and neuter genders respectively;

words importing persons include companies or associations or bodies of persons, whether corporate or un-incorporate wherever established;

reference to writing shall include typewriting, printing, lithography, photography and other modes of representing or reproducing words in a legible and non-transitory form;

2. Unless otherwise defined herein, any words or expressions defined in the Principal Act in force on the date when these Bye-laws, or any part hereof, are adopted shall bear the same meaning in these Bye-laws or such part (as the case may be).

3. Any reference in these Bye-laws to any statute or section thereof shall unless expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

REGISTERED OFFICE

4. The Registered Office shall be at such place in Bermuda as the Board shall from time to time appoint.

SHARE RIGHTS

5. Subject to any special rights conferred on the holders of any share or class of shares, any share in the Company may be issued with or have attached thereto such preferred, deferred, qualified or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Board may determine.

5A. The Board may exercise all the powers of the Company to:

(a) divide the Company's shares into several classes and attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions;

(b) consolidate and divide all or any of the Company's share capital into shares of larger amount than its existing shares;

(c) subdivide the Company's shares, or any of them, into shares of smaller amount than is fixed by the memorandum, so, however, that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; or

(d) make provision for the issue and allotment of shares which do not carry any voting rights.

6. Subject to the Companies Acts, any preference shares may, with the sanction of a Resolution, be issued on terms:

(a) that they are to be redeemed on the happening of a specified event or on a given date; and/or,

(b) that they are liable to be redeemed at the option of the Company; and/or,

(c) if authorised by the memorandum of association and or incorporating act of the Company, that they are liable to be redeemed at the option of the holder.

7. The terms and manner of redemption shall be provided for by way of amendment of these Bye-laws.

8. At any time that the Company holds Treasury Shares, all of the rights attaching to the Treasury Shares shall be suspended and shall not be exercised by the Company. Without limiting the generality of the foregoing, if the Company holds Treasury Shares, the Company shall not have any right to attend and vote at a general meeting or sign written resolutions and any purported exercise of such a right is void.

9. Except where required by the Principal Act, Treasury Shares shall be excluded from the calculation of any percentage or fraction of the share capital, or shares, of the Company.

MODIFICATION OF RIGHTS

10. Subject to the Companies Acts, all or any of the special rights for the time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be altered or abrogated with the

consent in writing of the holders of not less than seventy five percent of the issued shares of that class or with the sanction of a resolution passed at a separate general meeting of the holders of such shares voting in person or by proxy. To any such separate general meeting, all the provisions of these Bye-laws as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be two or more persons holding or representing by proxy any of the shares of the relevant class, that every holder of shares of the relevant class shall be entitled on a poll to one vote for every such share held by him and that any holder of shares of the relevant class present in person or by proxy may demand a poll; provided, however, that if the Company or a class of Shareholders shall have only one Shareholder, one Shareholder present in person or by proxy shall constitute the necessary quorum.

11. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be altered by the creation or issue of further shares ranking pari passu therewith.

POWER TO PURCHASE OWN SHARES

12. The Company shall have the power to purchase its own shares for cancellation.

13. The Company shall have the power to acquire its own shares to be held as Treasury Shares.

14. The Board may exercise all of the powers of the Company to purchase or acquire its own shares, whether for cancellation or to be held as Treasury Shares in accordance with the Principal Act.

SHARES

15. Subject to the provisions of these Bye-laws, the unissued shares of the Company (whether forming part of the original capital or any increased capital) shall be at the disposal of the Board, which may offer, allot, re-classify, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may determine.

16. The Board may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by law.

17. Except as ordered by a court of competent jurisdiction or as required by law, no person shall be recognised by the Company as holding any share upon trust and the Company shall not be bound by or required in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as otherwise provided in these Bye-laws or by law) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

CERTIFICATES

18. The preparation, issue and delivery of share certificates shall be governed by the Companies Acts. 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.

19. If a share certificate is defaced, lost or destroyed it may be replaced without fee but on such terms (if any) as to evidence and indemnity and to payment of the costs and out of pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, in case of defacement, on delivery of the old certificate to the Company.

20. All certificates for share or loan capital or other securities of the Company (other than letters of allotment, scrip certificates and other like documents) shall, except to the extent that the terms and conditions for the time being relating thereto otherwise provide, be issued under the Seal or bearing the signature of at least one person who is a Director or Secretary of the Company or a person expressly authorized to sign such certificates on behalf of the Company. The Board may by resolution determine, either generally or in any particular case, that any signatures on any such certificates need not be autographic but may be affixed to such certificates by some mechanical means or may be printed thereon.

LIEN

21. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys, whether presently payable or not, called or payable, at a date fixed by or in accordance with the terms of issue of such share in respect of such share, and the Company shall also have a first and paramount lien on every share (other than a fully paid share) standing registered in the name of a Shareholder, whether singly or jointly with any other person, for all the debts and liabilities of such Shareholder or his estate to the Company, whether the same shall have been incurred before or after notice to the Company of any interest of any person other than such Shareholder, and whether the time for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such Shareholder or his estate and any other person, whether a Shareholder or not. The Company's lien on a share shall extend to all dividends payable thereon. The Board may at any time, either generally or in any particular case, waive any lien that has arisen or declare any share to be wholly or in part exempt from the provisions of this Bye-law.

22. The Company may sell, in such manner as the Board may think fit, any share on which the Company has a lien but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default of such payment, has been served on the holder for the time being of the share.

23. The net proceeds of sale by the Company of any shares on which it has a lien shall be applied in or towards payment or discharge of the debt or liability in respect of which the lien exists so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale) be paid to the holder of the share immediately before such sale. For giving effect to any such sale the Board may authorise some person to transfer the share sold to the purchaser thereof. The purchaser shall be registered as the holder of the share and he shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the sale.

CALLS ON SHARES

24. The Board may from time to time make calls upon the Shareholders in respect of any moneys unpaid on their shares (whether on account of the par value of the shares or by way of premium) and not by the terms of issue thereof made payable at a date fixed by or in accordance with such terms of issue, and each Shareholder shall (subject to the Company serving upon him at least fourteen days notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Board may determine.

25. A call may be made payable by installments and shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed.

26. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

27. If a sum called in respect of the share shall not be paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest on the sum from the day appointed for the payment thereof to the time of actual payment at such rate as the Board may determine, but the Board shall be at liberty to waive payment of such interest wholly or in part.

28. Any sum which, by the terms of issue of a share, becomes payable on allotment or at any date fixed by or in accordance with such terms of issue, whether on account of the nominal amount of the share or by way of premium, shall for all the purposes of these Bye-laws be deemed to be a call duly made, notified 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, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

29. The Board may on the issue of shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.

FORFEITURE OF SHARES

30. If a Shareholder fails to pay any call or installment of a call on the day appointed for payment thereof, the Board may at any time thereafter during such time as any part of such call or installment remains unpaid serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

31. The notice shall name a further day (not being less than 14 days from the date of the notice) on or before which, and the place where, the payment required by the notice is to be made and shall state that, in the event of non-payment on or before the day and at the place appointed, the shares in respect of which such call is made or installment is payable will be liable to be forfeited. The Board may accept the surrender of any share liable to be forfeited hereunder and, in such case, references in these Bye-laws to forfeiture shall include surrender.

32. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls or installments and interest due in respect thereof has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

33. When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice as aforesaid.

34. A forfeited share shall be deemed to be the property of the Company and may be sold, re-offered or otherwise disposed of either to the person who was, before forfeiture, the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Board shall think fit, and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Board may think fit.

35. A person whose shares have been forfeited shall thereupon cease to be a Shareholder in respect of the forfeited shares but shall, notwithstanding the forfeiture, remain liable to pay to the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares with interest thereon at such rate as the Board may determine from the date of forfeiture until payment, and the Company may enforce payment without being under any obligation to make any allowance for the value of the shares forfeited.

36. An affidavit in writing that the deponent is a Director or the Secretary and that a share has been duly forfeited on the date stated in the affidavit shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration (if any) given for the share

on the sale, re-allotment or disposition thereof and the Board may authorise some person to transfer the share to the person to whom the same is sold, re-allotted or disposed of, and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale, re-allotment or disposal of the share.

REGISTER OF SHAREHOLDERS

37. The Secretary shall establish and maintain the Register of Shareholders in the manner prescribed by the Companies Acts. Unless the Board otherwise determines, the Register of Shareholders shall be open to inspection in the manner prescribed by the Companies Acts between 10.00 a.m. and 12.00 noon on every working day. Unless the Board otherwise determines, no Shareholder or intending Shareholder shall be entitled to have entered in the Register any indication of any trust or any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share and if any such entry exists or is permitted by the Board it shall not be deemed to abrogate any of the provisions of Bye-law 18.

38. Subject to the Companies Act, at the time determined by the Board, the Company shall establish the Branch Register, and the Board may make and vary such regulations as it determines in respect of the keeping of the Branch Register.

REGISTER OF DIRECTORS AND OFFICERS

39. The Secretary shall establish and maintain a register of the Directors and Officers of the Company as required by the Companies Acts. Every Officer that is also a Director and the Secretary must be listed officers of the Company in the Register of Directors and Officers. The register of Directors and Officers shall be open to inspection in the manner prescribed by the Companies Acts between 10.00 a.m. and 12.00 noon on every working day.

TRANSFER OF SHARES

40. Subject to the Companies Acts and to such of the restrictions contained in these Bye-laws as may be applicable, any Shareholder 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.

41. The instrument of transfer of a share shall be signed by or on behalf of the transferor and, where any share is not fully-paid, the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. Should the Company be permitted to do so under the laws of Bermuda, the Board may, either generally or in any particular case, upon request by the transferor or the transferee, accept mechanically or electronically executed transfer and may also make such regulations with respect to transfer in addition to the provisions of these Bye-

Laws as it considers appropriate. The Board may, in its absolute discretion, decline to register any transfer of any share which is not a fully-paid share.

42. The Board may also decline to register any transfer unless:

(a) the instrument of transfer is duly stamped and lodged with the Company, accompanied by the certificate for the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer,

(b) the instrument of transfer is in respect of only one class of share,

(c) where applicable, the permission of the Bermuda Monetary Authority with respect thereto has been obtained.

43. Subject to any directions of the Board from time to time in force, the Secretary may exercise the powers and discretions of the Board under Bye-law 42 and Bye-laws 37 and 41.

44. If the Board declines to register a transfer it shall, within three months after the date on which the instrument of transfer was lodged, send to the transferee notice of such refusal.

45. No fee shall be charged by the Company for registering any transfer, probate, letters of administration, certificate of death or marriage, power of attorney, distringas or stop notice, order of court or other instrument relating to or affecting the title to any share, or otherwise making an entry in the Register and/or the Branch Register (if established) relating to any share.

46. Notwithstanding anything contained in these Bye-laws, the Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer is executed by any bank or other person to whom such shares have been charged by way of security, or by any nominee or agent of such bank or person, and whether the transfer is effected for the purpose of perfecting any mortgage or charge of such shares or pursuant to the sale of such shares under such mortgage or charge, and a certificate signed by any officer of such bank or by such person that such shares were so mortgaged or charged and the transfer was so executed shall be conclusive evidence of such facts.

47. The Company may dispose of or transfer Treasury Shares for cash or other consideration.

TRANSMISSION OF SHARES

48. In the case of the death of a Shareholder, the survivor or survivors, where the deceased was a joint holder, and the estate representative, where he was sole holder, shall be the only person recognised by the Company as having any title to his shares; but nothing herein contained shall release the estate of a deceased holder

(whether the sole or joint) from any liability in respect of any share held by him solely or jointly with other persons. For the purpose of this Bye-law, estate representative means the person to whom probate or letters of administration has or have been granted in Bermuda or, failing any such person, such other person as the Board may in its absolute discretion determine to be the person recognised by the Company for the purpose of this Bye-law.

49. Any person becoming entitled to a share in consequence of the death of a Shareholder or otherwise by operation of applicable law may, subject as hereafter provided and upon such evidence being produced as may from time to time be required by the Board as to his entitlement, either be registered himself as the holder of the share or elect to have some person nominated by him registered as the transferee thereof. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have his nominee registered, he shall signify his election by signing an instrument of transfer of such share in favour of his nominee. All the limitations, restrictions and provisions of these Bye-laws relating to the right to transfer and the registration of transfer of shares shall be applicable to any such notice or instrument of transfer as aforesaid as if the death of the Shareholder or other event giving rise to the transmission had not occurred and the notice or instrument of transfer was an instrument of transfer signed by such Shareholder.

50. A person becoming entitled to a share in consequence of the death of a Shareholder or otherwise by operation of applicable law shall (upon such evidence being produced as may from time to time be required by the Board as to his entitlement) be entitled to receive and may give a discharge for any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of the share to receive notices of or to attend or vote at general meetings of the Company or, save as aforesaid, to exercise in respect of the share any of the rights or privileges of a Shareholder until he shall have become registered as the holder thereof. The Board may at any time give notice requiring such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within sixty days the Board may thereafter withhold payment of all dividends and other moneys payable in respect of the shares until the requirements of the notice have been complied with.

51. Subject to any directions of the Board from time to time in force, the Secretary may exercise the powers and discretions of the Board under Bye-laws 48, 49 and 50.

INCREASE OF CAPITAL

52. The Company may from time to time increase its capital by such sum to be divided into shares of such par value as the Company by Resolution shall prescribe.

53. The Company may, by the Resolution increasing the capital, direct that the new shares or any of them shall be offered in the first instance either at par or at a

premium or (subject to the provisions of the Companies Acts) at a discount to all the holders for the time being of shares of any class or classes in proportion to the number of such shares held by them respectively or make any other provision as to the issue of the new shares.

54. The new shares shall be subject to all the provisions of these Bye-laws with reference to lien, the payment of calls, forfeiture, transfer, transmission and otherwise.

ALTERATION OF CAPITAL

55. The Company may from time to time by Resolution:

(a) cancel shares which, at the date of the passing of the Resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled; and

(b) change the currency denomination of its share capital.

56. Where any difficulty arises in regard to any division, consolidation, or sub-division under Bye-law 55, the Board may settle the same as it thinks expedient and, in particular, may arrange for the sale of the shares representing fractions and the distribution of the net proceeds of sale in due proportion amongst the Shareholders who would have been entitled to the fractions, and for this purpose the Board may authorise some person to transfer the shares representing fractions to the purchaser thereof, who shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

57. Subject to the Companies Acts and to any confirmation or consent required by law or these Bye-laws, the Company may by Resolution from time to time convert any preference shares into redeemable preference shares.

REDUCTION OF CAPITAL

58. Subject to the Companies Acts, its memorandum and any confirmation or consent required by law or these Bye-laws, the Company may from time to time by Resolution authorise the reduction of its issued share capital or any capital redemption reserve fund or any share premium or contributed surplus account in any manner.

59. In relation to any such reduction, the Company may by Resolution determine the terms upon which such reduction is to be effected including in the case of a reduction of part only of a class of shares, those shares to be affected.

GENERAL MEETINGS AND WRITTEN RESOLUTIONS

60. The Board shall convene and the Company shall hold general meetings as Annual General Meetings in accordance with the requirements of the Companies Acts at such times and places as the Board shall appoint. The Board may, whenever it thinks fit, and shall, when required by the Companies Acts, convene general meetings other than Annual General Meetings which shall be called Special General Meetings. Any such Annual or Special General meeting shall be held at the Registered Office of the Company in Bermuda or such other location suitable for such purpose and in no event shall any such Annual or Special General Meeting be held in Norway or the United Kingdom.

61. Except in the case of the removal of auditors and Directors and 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 Shareholders of the Company may, without a meeting be done by resolution in writing, signed by a simple majority of all of the Shareholders (or such greater majority as is required by the Companies Acts or these Bye-laws) or their proxies, or in the case of a Shareholder that is a corporation (whether or not a company within the meaning of the Companies Acts) on behalf of such Shareholder, being all of the Shareholders of the Company who at the date of the resolution in writing would be entitled to attend a meeting and vote on the resolution. Such resolution in writing may be signed by, or in the case of a Shareholder that is a corporation (whether or not a company within the meaning of the Companies Acts), on behalf of, all the Shareholders of the Company, or any class thereof, in as many counterparts as may be necessary.

62. Notice of any resolution to be made under Bye-law 61 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 on the resolution in the same manner as that required for a notice of a meeting of members at which the resolution could have been considered, except that any requirement in this Act or in these Bye-laws as to the length of the period of notice shall not apply.

63. A resolution in writing is passed when it is signed by, or, in the case of a member that is a corporation (whether or not a company within the meaning of the Companies Acts) on behalf of, such number of the Shareholders of the Company who at the date of the notice represent a majority of votes as would be required if the resolution had been voted on at a meeting of Shareholders.

64. A resolution in writing made in accordance with Bye-law 61 is as valid as if it had been passed by the Company in general meeting or, if applicable, by a meeting of the relevant class of Shareholders of the Company, as the case may be. A resolution in writing made in accordance with Bye-law 61 shall constitute minutes for the purposes of the Companies Acts and these Bye-laws.

65. The accidental omission to give notice to, or the non-receipt of a notice by, any person entitled to receive notice of a resolution does not invalidate the passing of a resolution.

NOTICE OF GENERAL MEETINGS

66. An Annual General Meeting shall be called by not less than 5 days' notice in writing and a Special General Meeting shall be called by not less than 5 days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, day and time of the meeting, and, in the case of a Special General Meeting, the general nature of the business to be considered. Notice of every general meeting shall be given in any manner permitted by these Bye-laws. Shareholders other than those required to be given notice under the provisions of these Bye-laws or the terms of issue of the shares they hold, are not entitled to receive such notice from the Company.

67. Notwithstanding that a meeting of the Company is called by shorter notice than that specified in this Bye-law, it shall be deemed to have been duly called if it is so agreed:

(a) in the case of a meeting called as an Annual General Meeting, by all the Shareholders entitled to attend and vote thereat;

(b) in the case of any other meeting, by a majority in number of the Shareholders having the right to attend and vote at the meeting, being a majority together holding not less than 95 percent in nominal value of the shares giving that right;

provided that notwithstanding any provision of these Bye-Laws, no Shareholder 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 Shareholder (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, facsimile transmission or other electronic means) at the Registered Office at least 48 hours before the time appointed for holding the general meeting or adjournment thereof.

68. The accidental omission to give notice of a meeting or (in cases where instruments of proxy are sent out with the notice) the accidental omission to send such instrument of proxy to, or the non-receipt of notice of a meeting or such instrument of proxy by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

69. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not

preclude the appointment, choice or election of a chairman, which shall not be treated as part of the business of the meeting. Save as otherwise provided by these Bye-Laws, at least two Shareholders present in person or represented by proxy and entitled to vote (whatever the number of shares held by them) shall be a quorum for all purposes (including for greater certainty any Resolution for the amalgamation or merger of the Company), provided however that if the Company shall have only one Shareholder, such Shareholder, present in person or by proxy, shall constitute the necessary quorum.

70. If within five minutes (or such longer time as the chairman of the meeting may determine to wait) after the time appointed for the meeting, a quorum is not present, the meeting, if convened on the requisition of Shareholders, shall be dissolved. In any other case, it shall stand adjourned to such other day and such other time and place as the chairman of the meeting may determine and at such adjourned meeting two Shareholders present in person or by proxy (whatever the number of shares held by them) shall be a quorum provided that if the Company shall have only one Shareholder, one Shareholder present in person or by proxy shall constitute the necessary quorum. The Company shall give not less than 5 days' notice of any meeting adjourned through want of a quorum and such notice shall state that the sole Shareholder or, if more than one, two Shareholders present in person or by proxy (whatever the number of shares held by them) shall be a quorum.

71. A meeting of the Shareholders or any class thereof may be held by means of such telephone, electronic or other communication facilities 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.

72. Each Director shall be entitled to attend and speak at any general meeting of the Company.

73. The Chairman (if any) of the Board shall preside as chairman at every general meeting. If there is no such Chairman, or if at any meeting the Chairman is not present within five (5) minutes after the time appointed for holding the meeting the Directors present shall choose one of their number to act or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, the persons present and entitled to vote on a poll shall elect one of their number to be chairman.

74. The chairman of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for three months or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

75. Save as expressly provided by these Bye-laws, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING

76. Save where a greater majority is required by the Companies Acts or these Bye-laws, any question proposed for consideration at any general meeting shall be decided on by a simple majority of votes cast.

76A. The Board may, with the sanction of a Resolution, amalgamate the Company with another company (whether or not such an amalgamation involves a change in the jurisdiction of the Company) or merge the Company with another company (whether or not the Company is the surviving company and whether or not such a merger involves a change in the jurisdiction of the Company).

77. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands or by a count of votes received in the form of electronic records unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded by:

(a) the chairman of the meeting; or

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

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

(d) a Shareholder or Shareholders present in person or represented by proxy holding shares 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 sum paid up on all such shares conferring such right.

78. Unless a poll is so demanded and the demand is not withdrawn, a declaration by the chairman that a resolution has, on a show of hands or on a count of votes received in the form of electronic records, been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost shall be final and conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact without proof of the number of votes recorded for or against such resolution.

79. If a poll is duly demanded, the result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

80. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken in

such manner and either forthwith or at such time (being not later than three months after the date of the demand) and place as the chairman shall direct. It shall not be necessary (unless the chairman otherwise directs) for notice to be given of a poll.

81. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded and it may be withdrawn at any time before the close of the meeting or the taking of the poll, whichever is the earlier.

82. On a poll, votes may be cast either personally or by proxy.

83. A person entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.

84. In the case of an equality of votes at a general meeting, whether on a show of hands, a count of votes received in the form of electronic records or on a poll, the chairman of such meeting shall not be entitled to a second or casting vote.

85. In the case of joint holders of a share, 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 in respect of the joint holding.

86. A Shareholder who is a patient for any purpose of any statute or applicable law relating to mental health or in respect of whom an order has been made by any Court having jurisdiction for the protection or management of the affairs of persons incapable of managing their own affairs may vote, whether on a show of hands or on a poll, by his receiver, committee, curator bonis or other person in the nature of a receiver, committee or curator bonis appointed by such Court and such receiver, committee, curator bonis or other person may vote on a poll by proxy, and may otherwise act and be treated as such Shareholder for the purpose of general meetings.

87. No Shareholder shall, unless the Board otherwise determines, be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

88. If (i) any objection shall be raised to the qualification of any voter or (ii) any votes have been counted which ought not to have been counted or which might have been rejected or (iii) any votes are not counted which ought to have been counted, the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless the same is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be final and conclusive.

PROXIES AND CORPORATE REPRESENTATIVES

89. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney authorised by him in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same.

90. Any Shareholder may appoint a standing proxy or (if a corporation) representative by depositing at the Registered Office a proxy or (if a corporation) an authorisation and such proxy or authorisation shall be valid for all general meetings and adjournments thereof or, resolutions in writing, as the case may be, until notice of revocation is received at the Registered Office which if permitted by the Principal Act may be in the form of an electronic record. Where a standing proxy or authorisation exists, its operation shall be deemed to have been suspended at any general meeting or adjournment thereof at which the Shareholder is present or in respect to which the Shareholder has specially appointed a proxy or representative. The Board may from time to time require such evidence as it shall deem necessary as to the due execution and continuing validity of any such standing proxy or authorisation and the operation of any such standing proxy or authorisation shall be deemed to be suspended until such time as the Board determines that it has received the requested evidence or other evidence satisfactory to it.

91. Subject to Bye-law 90, the instrument appointing a proxy together with such other evidence as to its due execution as the Board may from time to time require, shall be delivered at the Registered Office which if permitted by the Principal Act may be in the form of an electronic record (or at such place as may be specified in the notice convening the meeting or in any notice of any adjournment or, in either case or the case of a written resolution, in any document sent therewith) prior to the holding of the relevant meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, before the time appointed for the taking of the poll, or, in the case of a written resolution, prior to the effective date of the written resolution and in default the instrument of proxy shall not be treated as valid.

92. Instruments of proxy shall be in any common form or in such other form as the Board may approve and the Board may, if it thinks fit, send out with the notice of any meeting or any written resolution forms of instruments of proxy for use at that meeting or in connection with that written resolution. The instrument of proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a written resolution or amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall unless the contrary is stated therein be valid as well for any adjournment of the meeting as for the meeting to which it relates.

93. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the

instrument of proxy or of the authority under which it was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Registered Office which if permitted by the Principal Act may be in the form of an electronic record (or such other place as may be specified for the delivery of instruments of proxy in the notice convening the meeting or other documents sent therewith) one hour at least before the commencement of the meeting or adjourned meeting, or the taking of the poll, or the day before the effective date of any written resolution at which the instrument of proxy is used.

94. Subject to the Companies Acts, the Board may at its discretion waive any of the provisions of these Bye-laws related to proxies or authorisations and, in particular, may accept such verbal or other assurances as it thinks fit as to the right of any person to attend and vote on behalf of any Shareholder at general meetings or to sign written resolutions.

95. Notwithstanding any other provision of these Bye-laws, any member may appoint an irrevocable proxy by depositing at the Registered Office an irrevocable proxy and such irrevocable proxy shall be valid for all general meetings and adjournments thereof, or resolutions in writing, as the case may be, until terminated in accordance with its own terms, or until written notice of termination is received at the Registered Office signed by the proxy. The instrument creating the irrevocable proxy shall recite that it is constituted as such and shall confirm that it is granted with an interest. The operation of an irrevocable proxy shall not be suspended at any general meeting or adjournment thereof at which the member who has appointed such proxy is present and the member may not specially appoint another proxy or vote himself in respect of any shares which are the subject of the irrevocable proxy.

APPOINTMENT AND REMOVAL OF DIRECTORS

96. The number of Directors shall be such number not less than two as the Company by Resolution may from time to time determine and, subject to the Companies Acts and these Bye-laws, shall serve until re-elected or their successors are appointed at the next Annual General Meeting. The Board shall at all times comprise a majority of Directors who are not resident in the United Kingdom.

97. The Company shall at the Annual General Meeting and may by Resolution determine the minimum and the maximum number of Directors and may by Resolution determine that one or more vacancies in the Board shall be deemed casual vacancies for the purposes of these Bye-laws. Without prejudice to the power of the Company by Resolution in pursuance of any of the provisions of these Bye-laws to appoint any person to be a Director, the Board, so long as a quorum of Directors remains in office, shall have power at any time and from time to time to appoint any individual to be a Director so as to fill a casual vacancy.

98. The Company may in a Special General Meeting called for that purpose remove a Director provided notice of any such meeting shall be served upon the Director concerned not less than 14 days before the meeting and he shall be entitled to be heard at that meeting. Any vacancy created by the removal of a Director at a Special General Meeting may be filled at the Meeting by the election of another Director in his place or, in the absence of any such election, by the Board.

RESIGNATION AND DISQUALIFICATION OF DIRECTORS

99. The office of a Director shall be vacated upon the happening of any of the following events:

(a) if he resigns his office by notice in writing delivered to the Registered Office or tendered at a meeting of the Board;

(b) if he becomes of unsound mind or a patient for any purpose of any statute or applicable law relating to mental health and the Board resolves that his office is vacated;

(c) if he becomes bankrupt or compounds with his creditors;

(d) if he is prohibited by law from being a Director;

(e) if he ceases to be a Director by virtue of the Companies Acts or is removed from office pursuant to these Bye-laws.

ALTERNATE DIRECTORS

100. The Company may by Resolution elect any person or persons to act as Directors in the alternative to any of the Directors or may authorise the Board to appoint such Alternate Directors and a Director may appoint and remove his own Alternate Director. Any appointment or removal of an Alternate Director by a Director shall be effected by depositing a notice of appointment or removal with the Secretary at the Registered Office which if permitted by the Principal Act may be in the form of an electronic record, signed by such Director, and such appointment or removal shall become effective on the date of receipt by the Secretary. Any Alternate Director may be removed by Resolution of the Company and, if appointed by the Board, may be removed by the Board. Subject as aforesaid, the office of Alternate Director shall continue until the next annual election of Directors or, if earlier, the date on which the relevant Director ceases to be a Director. An Alternate Director may also be a Director in his own right and may act as alternate to more than one Director. No resident of the United Kingdom and no person who is physically located in the United Kingdom during a meeting of the Board may be elected or appointed as an Alternate Director.

101. An Alternate Director shall be entitled to receive notices of all meetings of Directors, to attend, be counted in the quorum and vote at any such meeting at

which any Director to whom he is alternate is not personally present, and generally to perform all the functions of any Director to whom he is alternate in his absence.

102. Every person acting as an Alternate Director shall (except as regards powers to appoint an alternate and remuneration) be subject in all respects to the provisions of these Bye-laws relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for any Director for whom he is alternate. An Alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis as if he were a Director. Every person acting as an Alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). The signature of an Alternate Director to any resolution in writing of the Board or a committee of the Board shall, unless the terms of his appointment provides to the contrary, be as effective as the signature of the Director or Directors to whom he is alternate.

DIRECTORS' FEES AND ADDITIONAL REMUNERATION AND EXPENSES

103. The amount, if any, of Directors' fees shall from time to time be determined by the Company by Resolution and in the absence of a determination to the contrary in general meeting, such fees shall be deemed to accrue from day to day. Each Director may be paid his reasonable travelling, hotel and incidental expenses in attending and returning from meetings of the Board or committees constituted pursuant to these Bye-laws or general meetings and shall be paid all expenses properly and reasonably incurred by him in the conduct of the Company's business or in the discharge of his duties as a Director. Any Director who, by request, goes or resides abroad for any purposes of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine, and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Bye-law.

DIRECTORS' INTERESTS

104. A Director may hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine, and may be paid such extra remuneration therefor (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine, and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Bye-law.

105. A Director may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

106. Subject to the Companies Acts, a Director may notwithstanding his office be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is interested. The Board may also cause the voting power conferred by the shares in any other company held or owned by the Company to be exercised in such manner in all respects as it thinks fit, including the exercise thereof in favour of any resolution appointing the Directors or any of them to be directors or officers of such other company, or voting or providing for the payment of remuneration to the directors or officers of such other company.

107. So long as, where it is necessary, he declares the nature of his interest at the first opportunity at a meeting of the Board or by writing to the Directors as required by the Companies Acts, a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from any office or employment to which these Bye-laws allow him to be appointed or from any transaction or arrangement in which these Bye-laws allow him to be interested, and no such transaction or arrangement shall be liable to be avoided on the ground of any interest or benefit.

108. Subject to the Companies Acts and any further disclosure required thereby, a general notice to the Directors by a Director or officer declaring that he is a director or officer or has an interest in a person and is to be regarded as interested in any transaction or arrangement made with that person, shall be a sufficient declaration of interest in relation to any transaction or arrangement so made.

POWERS AND DUTIES OF THE BOARD

109. Subject to the provisions of the Companies Acts and these Bye-laws and to any directions given by the Company by Resolution, the Board shall manage the business of the Company and may pay all expenses incurred in promoting and incorporating the Company and may exercise all the powers of the Company. No alteration of these Bye-laws and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Bye-law shall not be limited by any special power given to the Board by these Bye-laws and a meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.

110. The Board may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any other persons.

111. All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

112. The Board on behalf of the Company may provide benefits, whether by the payment of gratuities or pensions or otherwise, for any person including any Director or former Director who has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary or affiliate of the Company or a predecessor in the business of the Company or of any such subsidiary or affiliate, and to any member of his family or any person who is or was dependent on him, and may contribute to any fund and pay premiums for the purchase or provision of any such gratuity, pension or other benefit, or for the insurance of any such person.

113. The Board, on behalf of the Company, may provide benefits, whether pursuant to a Share Option Scheme or by the payment of gratuities or pensions or otherwise, for any Director or Officer (whether or not an employee) and any person who has held any executive office or employment with the Company or with any body corporate which has been a subsidiary or affiliate of the Company or a predecessor in the business of the Company or of any such subsidiary or affiliate, and to any member of his family or any person who is or was dependent on him, and may contribute to any fund and pay premiums for the purchase or provision of any such gratuity, pension or other benefit, or for the insurance of any such person in connection with the provision of pensions. Subject to the provisions of the Principal Act from time to time in force relating to financial assistance and dealings with Directors, the Board may also establish and maintain a Share Option Scheme and (if such Share Option Scheme so provides) contribute to such Share Option Scheme for the purchase by the Company or transfer, allotment or issue from the Company to trustees of shares in the Company, such shares to be held for the benefit of scheme participants (including Directors and Officers) and, subject to the Principal Act, lend money to such trustees or scheme participants to enable the purchase of such shares.

114. The Board may from time to time appoint one or more of its body to hold any other employment or executive office with the Company for such period and upon such terms as the Board may determine and may revoke or terminate any such appointments. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director for any breach of any contract of service between him and the Company which may be involved in such revocation or termination. Any person so appointed shall receive such remuneration (if any) (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine, and either in addition to or in lieu of his remuneration as a Director.

DELEGATION OF THE BOARD'S POWERS

115. The Board may by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Bye-laws) 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 and of 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 vested in him.

116. The Board may entrust to and confer upon any Director or officer any of the powers exercisable by it upon such terms and conditions with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby.

117. The Board may delegate any of its powers, authorities and discretions to any person or to committees, consisting of such person or persons (whether a member or members of its body or not) as it thinks fit, provided that, where possible, such committee shall not comprise of a majority of persons who are resident in the United Kingdom. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed upon it by the Board.

PROCEEDINGS OF THE BOARD

118. The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit provided that Board Meetings are to be held outside Norway and the United Kingdom. Questions arising at any meeting shall be determined by a majority of votes cast. No Director (including the Chairman, if any, of the Board) shall be entitled to a second or casting vote. In the case of an equality of votes the motion shall be deemed to have been lost. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board.

119. Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is sent to him by post, cable, telex, telecopier, electronic means, or other mode of representing or reproducing words in a legible and non-transitory form at his last known address or any other address given by him to the Company for this purpose. Written notice of Board meetings shall be given with reasonable notice being not less than 24 hours whenever practicable. A Director may waive notice of any meeting either prospectively or retrospectively.

120. The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be a majority of the Board present in person or by proxy, provided that a quorum shall not be present unless a majority of the Directors present are neither resident in Norway nor physically located nor resident in the United Kingdom. Any Director who ceases to be a Director at a meeting of the Board may continue to be present and to act as a Director and be counted in the quorum until the termination of the meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

121. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract, transaction or arrangement with the Company and has complied with the provisions of the Companies Acts and these Bye-laws with regard to disclosure of his interest shall be entitled to vote in respect of any contract, transaction or arrangement in which he is so interested and if he shall do so his vote shall be counted, and he shall be taken into account in ascertaining whether a quorum is present.

122. So long as a quorum of Directors remains in office, the continuing Directors may act notwithstanding any vacancy in the Board but, if no such quorum remains, the continuing Directors or a sole continuing Director may act only for the purpose of calling a general meeting.

123. The Chairman (if any) of the Board shall preside as chairman at every meeting of the Board. If there is no such Chairman or if at any meeting the Chairman is not present within five (5) minutes after the time appointed for holding the meeting, or is not willing to act as chairman, the Directors present may choose one of their number to be chairman of the meeting.

124. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Bye-laws for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board.

125. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board or by all the members of a committee for the time being shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of such committee duly called and constituted provided that no such resolution shall be valid and effective unless the signatures of all such Directors or all such committee members are affixed outside of the United Kingdom. Such resolution may be contained in one document or in several documents in the like form each signed by one or more of the Directors (or their Alternate Directors) or members of the committee concerned.

126. A meeting of the Board or a committee appointed by the Board may be held by means of such telephone, electronic or other communication facilities 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. A meeting of the Board or committee appointed by the Board held in the foregoing manner shall be deemed to take place at the place where the largest group of participating Directors or committee members has assembled or, if no such group exists, at the place where the chairman of the meeting participates. The Board or relevant committee shall use its best endeavours to ensure that any such meeting is not deemed to have been held in Norway or the United Kingdom, and the fact that one or more Directors may be present at such teleconference by virtue of his being physically in Norway or the United Kingdom shall not deem such meeting to have taken place in Norway or the United Kingdom.

127. All acts done by the Board or by any committee or by any person acting as a Director or member of a committee or any person duly authorised by the Board or any committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated their office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director, member of such committee or person so authorised.

OFFICERS

128. The Board shall appoint one of their number to the office of Chairman, and may appoint any person whether or not he is a Director to hold such office as the Board may from time to time determine. Any person elected or appointed pursuant to this Bye-law shall hold office for such period and upon such terms as the Board may determine and the Board may revoke or terminate any such election or appointment. Any such revocation or termination shall be without prejudice to any claim for damages that such officer may have against the Company or the Company may have against such officer for any breach of any contract of service between him and the Company which may be involved in such revocation or termination. Save as provided in the Companies Acts or these Bye-laws, the powers and duties of the officers of the Company shall be such (if any) as are determined from time to time by the Board.

MINUTES

129. The Directors shall cause minutes to be made and books kept for the purpose of recording:

(a) all appointments of officers made by the Directors;

(b) the names of the Directors and other persons (if any) present at each meeting of Directors and of any committee;

(c) of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of committees;

(d) of all proceedings of managers (if any).

SECRETARY AND RESIDENT REPRESENTATIVE

130. The Secretary and Resident Representative, if necessary, shall be appointed by the Board at such remuneration (if any) and upon such terms as it may think fit and any Secretary so appointed may be removed by the Board.

131. The duties of the Secretary shall be those prescribed by the Companies Acts together with such other duties as shall from time to time be prescribed by the Board.

132. A provision of the Companies Acts or these Bye-laws requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

THE SEAL

133. The Company may, but need not, have a Seal and one or more duplicate Seals for use in any place in or outside Bermuda.

134. If the Company has a Seal it shall consist of a circular metal device with the name of the Company around the outer margin thereof and the country and year of incorporation across the centre thereof.

135. The Board shall provide for the custody of every Seal, if any. A Seal shall only be used by authority of the Board or of a committee constituted by the Board. Subject to these Bye-laws, any instrument to which a Seal is affixed shall be signed by at least one Director or the Secretary, or by any person (whether or not a Director or the Secretary), who has been authorised either generally or specifically to attest to the use of a Seal.

136. The Secretary, a Director or the Resident Representative may affix a Seal attested with his signature to certify the authenticity of any copies of documents.

DIVIDENDS AND OTHER PAYMENTS

137. The Board may from time to time declare cash dividends or distributions out of contributed surplus to be paid to the Shareholders according to their rights and interests including such interim dividends as appear to the Board to be justified by the position of the Company. The Board may also pay any fixed cash dividend which is payable on any shares of the Company half yearly or on such other dates, whenever the position of the Company, in the opinion of the Board, justifies such payment.

138. Except insofar as the rights attaching to, or the terms of issue of, any share otherwise provide:

(a) all dividends or distributions out of contributed surplus may be declared and paid according to the amounts paid up on the shares in respect of which the dividend or distribution is paid, and an amount paid up on a share in advance of calls may be treated for the purpose of this Bye-law as paid-up on the share;

(b) dividends or distributions out of contributed surplus may be apportioned and paid pro rata according to the amounts paid-up on the shares during any portion or portions of the period in respect of which the dividend or distribution is paid.

139. The Board may deduct from any dividend, distribution or other moneys payable to a Shareholder by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in respect of shares of the Company.

140. No dividend, distribution or other moneys payable by the Company on or in respect of any share shall bear interest against the Company.

141. Any dividend distribution, interest or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the mail addressed to the holder at his address in the Register or, as the case may be, the Branch Register (if established) or, in the case of joint holders, addressed to the holder whose name stands first in the Register or, as the case may be, the Branch Register in respect of the shares at his registered address as appearing in the Register or, as the case may be, the Branch Register or addressed to such person at such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first in the Register or, as the case may be, the Branch Register in respect of such shares, and shall be sent at his or their risk, and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company. Any one of two or more joint holders may give effectual receipts for any dividends, distributions or other moneys payable or property distributable in respect of the shares held by such joint holders.

142. Any dividend or distribution out of contributed surplus unclaimed for a period of six years from the date of declaration of such dividend or distribution shall be forfeited and shall revert to the Company and the payment by the Board of any unclaimed dividend, distribution, interest or other sum payable on or in respect of the share into a separate account shall not constitute the Company a trustee in respect thereof.

143. The Board may direct payment or satisfaction of any dividend or distribution out of contributed surplus wholly or in part by the distribution of specific assets, and in particular of paid-up shares or debentures of any other company, and where any difficulty arises in regard to such distribution or dividend the Board may settle it as

it thinks expedient, and in particular, may authorise any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution or dividend purposes of any such specific assets and may determine that cash payments shall be made to any Shareholders upon the footing of the values so fixed in order to secure equality of distribution and may vest any such specific assets in trustees as may seem expedient to the Board.

RESERVES

144. The Board may, before recommending or declaring any dividend or distribution out of contributed surplus, set aside such sums as it thinks proper as reserves which shall, at the discretion of the Board, be applicable for any purpose of the Company and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit. The Board may also without placing the same to reserve carry forward any sums which it may think it prudent not to distribute.

CAPITALISATION OF PROFITS

145. The Company may, upon the recommendation of the Board, at any time and from time to time pass a Resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund which is available for distribution or to the credit of any share premium account or any capital redemption reserve fund and accordingly that such amount be set free for distribution amongst the Shareholders or any class of Shareholders who would be entitled thereto if distributed by way of dividend and in the same proportions, on the footing that the same be not paid in cash but be applied either in or towards paying up amounts for the time being unpaid on any shares in the Company held by such Shareholders respectively or in payment up in full of unissued shares, debentures or other obligations of the Company, to be allotted and distributed credited as fully paid amongst such Shareholders, or partly in one way and partly in the other, and the Board shall give effect to such Resolution, provided that for the purpose of this Bye-law, a share premium account and a capital redemption reserve fund may be applied only in paying up of unissued shares to be issued to such Shareholders credited as fully paid and provided further that any sum standing to the credit of a share premium account may only be applied in crediting as fully paid shares of the same class as that from which the relevant share premium was derived.

146. Where any difficulty arises in regard to any distribution under Bye-law 145, the Board may settle the same as it thinks expedient and, in particular, may authorise any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments should be made to any Shareholders in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract

necessary or desirable for giving effect thereto and such appointment shall be effective and binding upon the Shareholders.

RECORD DATES

147. Notwithstanding any other provisions of these Bye-laws, the Company may by Resolution or the Board may fix any date as the record date for any dividend, distribution, allotment or issue and for the purpose of identifying the persons entitled to receive notices of general meetings. Any such record date may be on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made or such notice is despatched.

ACCOUNTING RECORDS

148. The Board shall cause to be kept accounting records sufficient to give a true and fair view of the state of the Company's affairs and to show and explain its transactions, in accordance with the Companies Acts.

149. The records of account shall be kept at the Registered Office or at such other place or places as the Board thinks fit, and shall at all times be open to inspection by the Directors: PROVIDED that if the records of account are kept at some place outside Bermuda, there shall be kept at an office of the Company in Bermuda such records as will enable the Directors to ascertain with reasonable accuracy the financial position of the Company at the end of each three month period. No Shareholder (other than an officer of the Company) shall have any right to inspect any accounting record or book or document of the Company except as conferred by law or authorised by the Board or by Resolution.

150. A copy of every balance sheet and statement of income and expenditure, including every document required by law to be annexed thereto, which is to be laid before the Company in general meeting, together with a copy of the auditors' report, shall be sent to each person entitled thereto in accordance with the requirements of the Companies Acts. Pursuant to Bye-law 116, the Board may delegate to the Finance Officer responsibility for the proper maintenance and safe keeping of all of the accounting records of the Company and (subject to the terms of any resolution from time to time passed by the Board relating to the extent of the duties of the Finance Officer) the Finance Officer shall have primary responsibility for (a) the preparation of proper management accounts of the Company (at such intervals as may be required) and (b) the periodic delivery of such management accounts to the Registered Office in accordance with the Companies Acts.

AUDIT

151. Save and to the extent that an audit is waived in the manner permitted by the Companies Acts, auditors shall be appointed and their duties regulated in accordance with the Companies Acts, any other applicable law and such requirements not inconsistent with the Companies Acts as the Board may from time to time determine.

SERVICE OF NOTICES AND OTHER DOCUMENTS

152. Any notice or other document (including a share certificate) may be served on or delivered to any Shareholder by the Company either personally or by sending it through the post (by airmail where applicable) in a pre-paid letter addressed to such Shareholder at his address as appearing in the Register or by delivering it to or leaving it at such registered address. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed as sufficient service on or delivery to all the joint holders. Any notice or other document if sent by post shall be deemed to have been served or delivered seven days after it was put in the post, and in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post.

153. Any notice of a general meeting of the Company shall be deemed to be duly given to a Shareholder if it is sent to him by cable, telex, telecopier or other mode of representing or reproducing words in a legible and non-transitory form at his address as appearing in the Register or any other address given by him to the Company for this purpose. Any such notice shall be deemed to have been served twenty-four hours after its despatch.

154. Any notice or other document shall be deemed to be duly given to a Shareholder if it is delivered to such Shareholder by means of an electronic record in accordance with Section 2A of the Principal Act.

155. Any notice or other document delivered, sent or given to a Shareholder in any manner permitted by these Bye-laws shall, notwithstanding that such Shareholder is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any share registered in the name of such Shareholder as sole or joint holder unless his name shall, at the time of the service or delivery of the notice or document, have been removed from the Register as the holder of the share, and such service or delivery shall for all purposes be deemed as sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

WINDING UP

156. If the Company shall be wound up, the liquidator may, with the sanction of a Resolution of the Company and any other sanction required by the Companies Acts, divide amongst the Shareholders in specie or 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 purposes set such values 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 Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trust for the benefit of the contributories as the liquidator, with

the like sanction, shall think fit, but so that no Shareholder shall be compelled to accept any shares or other assets upon which there is any liability.

INDEMNITY

157. Subject to the provisions of Bye-law 165, no Director, Alternate Director, Officer, person or member of a committee authorised under Bye-law 117, Resident Representative of the Company or his heirs, executors or administrators shall be liable for the acts, receipts, neglects, or defaults of any other such person or any person involved in the formation of the Company, or for any loss or expense incurred by the Company through the insufficiency or deficiency of title to any property acquired by the Company, or for the insufficiency of deficiency of any security in or upon which any of the monies of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any monies, securities, or effects shall be deposited, or for any loss occasioned by any error of judgment, omission, default, or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in relation to the execution of his duties, or supposed duties, to the Company or otherwise in relation thereto.

158. Subject to the provisions of Bye-law 165, every Director, Alternate Director, Officer, person or member of a committee authorised under Bye-law 117, Resident Representative of the Company and their respective heirs, executors or administrators shall be indemnified and held harmless out of the funds of the Company to the fullest extent permitted by Bermuda law against all liabilities, loss, damage or expense (including but not limited to liabilities under contract, tort and statute or any applicable foreign law or regulation and all reasonable legal and other costs and expenses properly payable) incurred or suffered by him as such Director, Alternate Director, Officer, person or committee member or Resident Representative and the indemnity contained in this Bye-law shall extend to any person acting as such Director, Alternate Director, Officer, person or committee member or Resident Representative in the reasonable belief that he has been so appointed or elected notwithstanding any defect in such appointment or election.

159. Every Director, Alternate Director, Officer, person or member of a committee duly authorised under Bye-law 117, Resident Representative of the Company and their respective heirs, executors or administrators shall be indemnified out of the funds of the Company against all liabilities incurred by him as such Director, Alternate Director, Officer, person or committee member or Resident Representative in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under the Companies Acts in which relief from liability is granted to him by the court.

160. To the extent that any Director, Alternate Director, Officer, person or member of a committee duly authorised under Bye-law 117, Resident Representative of the Company or any of their respective heirs, executors or administrators is entitled to

claim an indemnity pursuant to these Bye-laws in respect of amounts paid or discharged by him, the relative indemnity shall take effect as an obligation of the Company to reimburse the person making such payment or effecting such discharge.

161. The Board may arrange for the Company to be insured in respect of all or any part of its liability under the provision of these Bye-laws and may also purchase and maintain insurance for the benefit of any Directors, Alternate Directors, Officers, person or member of a committee authorised under Bye-law 117, employees or Resident Representatives of the Company in respect of any liability that may be incurred by them or any of them howsoever arising in connection with their respective duties or supposed duties to the Company. This Bye-law shall not be construed as limiting the powers of the Board to effect such other insurance on behalf of the Company as it may deem appropriate.

162. Notwithstanding anything contained in the Principal Act, the Company may advance moneys to an Officer or Director for the costs, charges and expenses incurred by the Officer or Director in defending any civil or criminal proceedings against them on the condition that the Director or Officer shall repay the advance if any allegation of fraud or dishonesty is proved against them.

163. Each Member agrees to waive any claim or right of action he might have, whether individually or by or in the right of the Company, against any Director, Alternate Director, Officer of the Company, person or member of a committee authorised under Bye-law 117, Resident Representative of the Company or any of their respective heirs, executors or administrators on account of any action taken by any such person, or the failure of any such person to take any action in the performance of his duties, or supposed duties, to the Company or otherwise in relation thereto.

164. The restrictions on liability, indemnities and waivers provided for in Bye-laws 157 to 163 inclusive shall not extend to any matter which would render the same void pursuant to the Companies Acts.

165. The restrictions on liability, indemnities and waivers contained in Bye-laws 157 to 163 inclusive shall be in addition to any rights which any person concerned may otherwise be entitled by contract or as a matter of applicable Bermuda law.

CONTINUATION

166. Subject to the Companies Acts, the Company may with the approval of the Board by resolution adopted by a majority of Directors then in office, approve the discontinuation of the Company in Bermuda and the continuation of the Company in a jurisdiction outside Bermuda.

ALTERATION OF BYE-LAWS

167. These Bye-laws may be amended from time to time in the manner provided for in the Companies Acts.

*****

B Y E - L A W S

OF

Northern Drilling Ltd.

We, Quorum Services Limited, being of the subscriber to the memorandum of association of the above company hereby subscribe to the above written Bye-laws pursuant to section 13(4) of the Companies Act 1981.

For and on behalf of Quorum Services Limited acting in its capacity as Provisional Director

Authorized Signatory

Dated this 6th day of March, 2017

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REGISTERED OFFICE AND ADVISORS

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