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TO THE BONDHOLDERS IN:

ISIN NO 0010779945 – SOLSHIP INVEST 1 AS - SECURED BOND ISSUE 2016/2024

Oslo, 14 May 2020

Important notice: Due to the outbreak of the corona virus Covid-19 bondholders are encouraged to abstain from appearing in person at the bondholder meeting, and instead to participate by proxy as described below. The Issuer may be prevented from arranging the meeting as a physical meeting. Bondholders should note that additional information on proceedings of the meeting may be given on short notice and announced on the issuer's profile on www.stamdata.no and the Issuer's website.

SUMMONS TO BONDHOLDERS' MEETING – SOLSHIP INVEST 1 AS

1 INTRODUCTION

Nordic Trustee AS (the "**Bond Trustee**") acts as trustee for the Bondholders in the above mentioned bond issue (the "**Bonds**") issued by Solship Invest 1 AS (then named Rem Offshore ASA) (the "**Issuer**") according to the Bond Restructuring Agreement dated 8 December 2016 (the "**Bond Agreement**").

The Issuer has requested the Bond Trustee to issue this summons for a Bondholders' Meeting pursuant to Clause 16 (Bondholder's Meeting) of the Bond Agreement to consider approval of the Proposal (as defined below). The Proposal is an offer from the Issuer to the Bondholders to redeem all the Bonds, against a combination of cash payment and conversion of the Bonds to shares in the Issuer's parent company Solstad Offshore ASA. The Proposal is part of a more comprehensive implementation of a solution to the restructuring process (the "**Restructuring**") in the Solstad Offshore ASA group.

Defined terms used in this summons shall have the meaning ascribed to them in the Bond Agreement unless otherwise set out herein or required by the context. In this summons the following terms shall have the meaning ascribed to them below:

"Completion" means the date when the share subscriptions concerning the Bondholders have been approved and settled, the relevant EGM Matters have been registered with the Norwegian Register for Business Enterprises, and the new shares issued to the Bondholders have been registered in the Norwegian Central Securities Depository (Euronext VPS).

"Cut-Off Date" means 31 March 2020.

"EGM Matters" means the Restructuring Transactions that are required to be approved by extraordinary general meeting(s) of Solstad Offshore ASA.

"Implementation Period" means the period commencing 8 May 2020 and ending on the earlier of (i) Completion, (ii) the Longstop Date or (iii) termination of the Restructuring Implementation Agreement.

"Longstop Date" means 8 November 2020.

"Restructuring Implementation Agreement" means a restructuring implementation agreement between Solstad Offshore ASA and certain of its subsidiaries, including the Issuer, and a majority of the

SOFF Group's (defined below) financial creditors and certain other stakeholders (as mentioned therein) dated 8 May 2020.

"Restructuring Transactions" means the transactions contemplated to be implemented pursuant to the Restructuring Implementation Agreement.

"Solship Invest 1 Bond Liabilities" means any and all amounts and liabilities owing by the Issuer to the Bondholders under or pursuant to the Bond Agreement, amounting to NOK 216,571,967 calculated as of the Cut-Off Date.

"Solship Invest 1 Group" means the Issuer and the subsidiaries.

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

2 BACKGROUND

The Issuer is a subsidiary of Solstad Offshore ASA ("**SOFF**"). SOFF and its subsidiaries ("**SOFF Group**") are organised in four separate "silos": (i) SOFF and some of SOFF's subsidiaries (the "old" Solstad group before the mergers), (ii) Farstad Shipping AS ("**FAR**") and FAR's subsidiaries, (iii) Solship Invest 3 AS ("**Solship Invest 3**") and Solship Invest 3's subsidiaries and (iv) the Solship Invest 1 Group.

The restructuring process in the SOFF Group has been ongoing over time and the Issuer refers to the resolutions adopted in the Bondholders Meeting held on 19 December 2019, where the Bondholders agreed to temporarily waive until and including 31 March 2020, any default occurring under the Bond Agreement if such default is a result of (i) any unilateral arrangement or agreement by any Solship Invest 1 Subsidiary for suspension of payment of instalments and interest, or (ii) any Solship Invest 1 Subsidiary being or becoming Insolvent.

The restructuring process in the SOFF Group has continued in April and May 2020 and SOFF and certain of its subsidiaries entered into the Restructuring Implementation Agreement on the 8 May 2020. The Issuer also refers to stock exchange notice by SOFF of the 8 May 2020 where the main terms of the Restructuring were explained. In addition to setting out the main terms for the Restructuring, the purpose of the Restructuring Implementation Agreement is also to govern the implementation process and to cater for the sequencing of various steps and events related to the Restructuring.

The Bondholders are not a party to the Restructuring Implementation Agreement, but the said agreement require the Bondholders to accept redemption of all Bonds and settlement of all Solship Invest 1 Bond Liabilities, against a part payment in cash of NOK 25,966,070 and conversion of the remaining Solship Invest 1 Bond Liabilities in the amount of NOK 190,605,897 to shares in SOFF. The Bonds will be converted at the same conversion rate as all other debt to be equitized in SOFF in the Restructuring, and the amount of such other debt will, subject to any Conversion Debt Redemption as defined below, be equivalent to approximately NOK 10.4 billion as per the Cut-Off Date (the "**Other Conversion Debt**").

The cash payment and the shares will be distributed to the Bondholders pro rata to their claim in the Issuer calculated as of the Cut-Off Date. Upon Completion, depending on the total amount of converted debt and the amount of new capital to SOFF, the Bondholders are expected to receive shares corresponding to approximately 1.3 % of all shares in SOFF. The indicated ownership is an estimate only, based on a conversion of approximately NOK 10.9 billion of total debts to equity in SOFF, which represent the conditional commitments according to the Restructuring Implementation Agreement. The existing shares in SOFF is expected to represent approximately 0.4 % and the total converted debt

(including that of the Bondholders) will represent approximately 64 – 75 % of the shares in SOFF. The final ownership percentage to the Bondholders will also depend on other factors, including final amounts of new capital resulting from share issues to and convertible loan from industrial shareholders to retain ownership of up to 1/3 of shares in SOFF, repair issue to minority shareholders, certain warrants and a management incentive programme, all as described in the above captioned stock exchange notice (<https://newsweb.oslobors.no/message/505102>).

It may be that SOFF will offer to carry out a redemption of a part of the liabilities of the SOFF Group to be converted into shares prior to Completion (the "**Conversion Debt Redemption**"). If so, the Bondholders will be offered to tender their liabilities to SOFF and participate in the Conversion Debt Redemption on equal terms with the other creditors to such liabilities.

On the basis of the above, and in accordance with Clause 16.2 of the Bond Agreement, the Issuer has therefore approached the Bond Trustee to convene a Bondholders' Meeting in order to (briefly summarised) obtain approval to:

1. Within the Longstop date settle the Solship Invest 1 Bond Liabilities and redeem all the Bonds by (i) a cash payment to the Bondholders in the amount of NOK 25,966,070 and (ii) conversion of the remaining amount of NOK 190,605,897 to shares in SOFF, both distributed pro rata to the Bondholders, and
2. authorise the Bond Trustee to act for the Bondholders to implement the below Proposal, to subscribe to the shares for the Bondholders, and generally to act for the Bondholders to give effect to or better implement the Proposal, and
3. waive the application of the default provisions in the Bond Agreement prior to and during the Implementation Period,

(all as more detailed in the below Proposal).

The Issuer believes that the Proposal will represent a good solution for the Bondholders considering the current financial condition of the SOFF Group including the Solship Invest 1 Group.

3 CONDITIONS FOR EFFECTIVE PROPOSAL AND COMPLETION

The Proposal shall be effective from the time it has been approved by the Bondholders in the Bondholders' Meeting, as evidenced by a notice from the Bond Trustee.

However, it shall be a condition for the Proposal to remain effective, that the Restructuring Implementation Agreement becomes effective within 29 May 2020 (or such later date as the parties thereto may agree, but prior to the Longstop Date). If the Restructuring Implementation Agreement has not become effective prior to the Longstop Date, or if it is terminated prior to the Longstop Date, then the Bondholders will not be bound by the Proposal (if approved in the Bondholders Meeting) and the Bond Agreement will continue unamended and in full force and effect.

4 PROPOSAL

The Issuer propose the following to the Bondholders (the "**Proposal**"):

- 4.1 *All of the Solship Invest 1 Bond Liabilities shall as soon as practically possible and latest within the Longstop Date be settled as follows:*
 - (i) *by a pro rata cash payment to the Bondholders in the amount of NOK 25,966,070, and*

- (ii) *the residual claim of the Solship Invest 1 Bond liabilities, amounting to NOK 190,605,897, shall be converted into shares in SOFF, at the same conversion rate as will be used to convert the Other Conversion Debt into shares, such shares to be distributed pro rata to the Bondholders.*
- 4.2 *The Bond Trustee (acting on behalf of the Bondholders) shall subscribe for the above shares in SOFF. The total amount subscribed (NOK 190,605,897) and the amount of the cash payment (NOK 25,966,070) shall be settled by pro rata payment through the Paying Agent to the Bondholders by setting off the amounts against the Solship Invest 1 Bond Liabilities (whether owing by Issuer or SOFF).*
- 4.3 *No part of the Solship Invest 1 Bond Liabilities shall carry interest, or attract any form of fees or similar, after the Cut-Off Date. No compensation relating to the period after the Cut-Off Date will be paid to the Bondholders. The said cash payment and conversion of the residual claim to shares in SOFF shall constitute full and final settlement of any and all amounts and obligations of the Issuer (and SOFF) to the Bondholders, and the Bonds shall be redeemed and cancelled.*
- 4.4 *The above cash payment of NOK 25,966,070 shall be made by the Issuer by pro rata payment through the Paying Agent to the Bondholders within 5 Business Days after Completion.*
- 4.5 *The above shares in SOFF will be registered with the Norwegian Central Securities Depository (Euronext VPS) and listed on the Oslo Stock Exchange under the same ISIN as the currently outstanding shares of SOFF.*
- 4.6 *The Issuer and the Bond Trustee are entitled to provide any calculation to be adjusted or rounded downwards in order to complete the distribution of the cash payment, and the conversion into shares, or in connection with any other resolution or action contemplated by this Proposal.*
- 4.7 *The application of the default provisions in the Bond Agreement for any Event of Default having occurred, or occurring prior to or during the Implementation Period, is waived.*
- 4.8 *This Proposal is contingent on the Restructuring Implementation Agreement becoming effective, and the EGM Matters being approved by SOFF, both prior to the Longstop Date.*
- 4.9 *The Bondholders authorise the Bond Trustee to vote in favour of any issue with a view to implementing the above, to subscribe for the shares on behalf of the Bondholders, to amend the Bond Agreement if so required or desired, and to take any action, negotiate, adjust, amend, finalise, enter into and deliver any agreements, notices, arrangements or other documentation and generally (without limitation) to do any and all other acts, matters and things necessary to give effect to or for better implementing the above, all in the Bond Trustee's discretion.*

5 SUPPORT FROM BONDHOLDERS

The Issuer has informed the Bond Trustee that it has obtained undertaking from a key Bondholder representing a substantial share of all Bonds that they support the restructuring process of the SOFF Group, including the Issuer, and that they will vote in favour of the Proposal.

6 NON-RELIANCE AND EVALUATION OF THE PROPOSAL

The Proposal is put forward to the Bondholders without further evaluation or recommendations from the Bond Trustee. Nothing herein shall constitute a recommendation to the Bondholders from the Bond Trustee. Each Bondholder should independently evaluate the Proposal and vote accordingly.

7 FURTHER INFORMATION

The Issuer has retained Arctic Securities AS as financial advisors. Bondholders may contact them for further information.

Arctic Securities AS, Corporate Finance
Anders Eide
+47 484 03 260
Email: anders.eide@arctic.com

For further questions to the Bond Trustee, please contact:

Nordic Trustee AS
Fredrik Lundberg or Lars Erik Lærum
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Email: lundberg@nordictrustee.com or laerum@nordictrustee.com

8 BONDHOLDERS' MEETING

The Bondholders are hereby summoned to a Bondholders' Meeting:

Time: 29 May 2020 at 13.00 hours (1 pm) (Oslo time),
Place: The offices of Nordic Trustee AS,
Kronprinsesse Märthas plass 1, 7th floor
0160 Oslo

Agenda:

1. Approval of the summons.
2. Approval of the agenda.
3. Election of two persons to co-sign the minutes together with the chairman.
4. Request for adoption of the Proposal.

It is proposed that the Bondholders' Meeting resolve the following:

"The Bondholders' Meeting approves the Proposal as described in clause 4 of the summons"

To approve the above resolution, Bondholders representing at least 2/3 of the Bonds represented in person or by proxy at the meeting must vote in favour of the resolution. In order to have a quorum, at least 1/2 of the voting Bonds must be represented at the meeting. If the proposal is not adopted, the Bond Agreement will remain unchanged.


Please find attached a Bondholder's Form from the Securities Depository (VPS), indicating your bondholding at the printing date (**Schedule 1**). The Bondholder's Form will serve as proof of ownership of the Bonds and of the voting rights at the Bondholders' meeting. (If the bonds are held in custody - i.e. the owner is not registered directly in the VPS - the custodian must confirm; (i) the owner of the Bonds, (ii) the aggregate nominal amount of the Bonds and (iii) the account number in VPS on which the Bonds are registered.)

The individual Bondholder may authorise the Bond Trustee to vote on its behalf, in which case the Bondholder's Form also serves as a proxy. A duly signed Bondholder's Form, authorising the Bond Trustee to vote, must then be returned to the Bond Trustee in due time before the meeting is scheduled (by scanned e-mail, telefax or post – please see the first page of this letter for further details).

In the event that Bonds have been transferred to a new owner after the Bondholder's Form was made, the new Bondholder must bring to the Bondholders' Meeting or enclose with the proxy, as the case may be, evidence which the Bond Trustee accepts as sufficient proof of the ownership of the Bonds.

For practical purposes, we request those who intend to attend the Bondholders' Meeting, either in person or by proxy other than to the Bond Trustee, to notify the Bond Trustee by telephone or by e-mail (mail@nordictrustee.com) within 16:00 hours (4 pm) (Oslo time) the Business Day before the meeting takes place. **Please see again the important notice at the beginning of this summons.**

Yours sincerely
Nordic Trustee AS



Lars Erik Lærum

Enclosed:

Schedule 1: Bondholder's Form