

NOTE: THIS NOTICE CONTAINS IMPORTANT INFORMATION. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RE-TRANSMITTAL TO BENEFICIAL OWNERS OF THE SECURITIES IN A TIMELY MANNER.

**NOTICE TO HOLDERS OF:**

**SHELF DRILLING HOLDINGS, LTD.**

**8.250% SENIOR NOTES DUE 2025**

144A CUSIP: 822538 AE4; ISIN: US822538AE44  
REG S CUSIP: G23618 AC8; ISIN: USG23618AC87

Dubai, June 8, 2018—On June 4, 2018, Shelf Drilling Holdings, Ltd. (the “Company”) entered into a Third Amendment (the “Third Amendment”) to the Credit Agreement, dated as of February 24, 2014, as amended, restated, supplemented or modified from time to time (the “Credit Agreement”), by and among the Company, as borrower, certain subsidiaries of the Company listed therein, as guarantors, certain banks listed therein, as lenders (the “Lenders”), RBC Europe Limited, as co-lead arranger, administrative agent for the Lenders, collateral agent for the secured parties, issuing bank and guarantee bank, DNB Bank ASA, as guarantee bank, and ING BANK N.V., as co-lead arranger, whereby the Lenders have extended to the Company credit in the form of revolving loans, letters of credit and bank guarantees.

The Third Amendment extends the maturity date of the revolving credit facility under the Credit Agreement from April 30, 2020 to April 30, 2023 and increases the facility amount from \$160.0 million to \$225.0 million. Cash borrowings under the Credit Agreement bear interest, at the Company’s option, at either (i) the adjusted LIBOR rate plus the applicable margin, as defined in the Credit Agreement, or (ii) the alternate base rate (the highest of a bank’s prime rate, the federal funds rate plus 0.5% per year, or the one-month adjusted LIBOR rate (as defined in the Credit Agreement) plus 1.0% per year), plus the applicable margin. If the Third Amendment becomes effective, then the applicable margin would range (depending on the total net leverage ratio (consolidated net indebtedness to consolidated EBITDA, as defined in the Credit Agreement) of the Company and of its parent, Shelf Drilling, Ltd. (the “Parent”)) from a maximum of 5.0% per year to a minimum of 3.0% per year for borrowings at the adjusted LIBOR rate and from a maximum of 4.0% per year to a minimum of 2.0% per year for borrowings at the alternate base rate. Additionally, if the Third Amendment becomes effective, the maximum total net leverage ratios that the Credit Agreement requires both the Parent and the Company to have, would be 4.75:1 until December 31, 2019, 4.5:1 thereafter until December 31, 2020, and 4.0:1 thereafter. Also, the Third Amendment requires that certain of the Company’s offshore drilling rigs that are subject to mortgages have an aggregate value of at least 140% of the commitments under the Credit Agreement. If the Third Amendment becomes effective, it would require the Company to maintain at least \$50 million of a combination of unrestricted cash and undrawn commitments under the Credit Agreement. Finally, the Third Amendment amends certain other provisions of the Credit Agreement and requires the Parent to guarantee the payment and performance of the Company’s obligations under the Credit Agreement.

The effectiveness of the Third Amendment is conditioned on the Company’s satisfaction of certain conditions precedent, including the consummation of the Company’s offering of additional 8.250% Senior Notes due 2025, announced on June 4, 2018 and expected to close on June 19, 2018. There can be no assurances that the Third Amendment will be consummated in accordance with the terms described herein and in the Third Amendment or at all. In addition, the foregoing description of the Third Amendment is not complete and is qualified in its entirety by reference to the full text of the Third Amendment available on the Company’s website.

This notice may contain forward-looking statements about the business, financial condition and prospects of the Company; including the effectiveness of the Third Amendment and consummation, as well as timing, of the abovementioned notes offering. The actual results of the Company could differ materially from those indicated by the forward-looking statements because of various risks and uncertainties, including, financial, operational, regulatory and other risks. All of these risks and uncertainties are beyond the ability of

the Company to control, and in many cases, the Company cannot predict the risks and uncertainties that could cause their respective actual results to differ materially from those indicated by the forward-looking statements. Any forward-looking statements contained in this notice speak only as of the date of this notice, and the Company does not undertake any obligation to update any forward-looking statements.

SHELF DRILLING HOLDINGS, LTD.