

Commercial Term Sheet

This is a summary of the commercial terms of the Financial Restructuring prepared for convenience only. This is qualified in its entirety by the terms of the Restructuring Support and Lock-Up Agreement, the Steps Plan, the Subscription Agreement, the Escrow Agreement, the Equity Term Sheet, the Transitional Services Agreement and the Licence Agreement. In the event of a conflict between any such document and this Term Sheet, such document shall prevail.

Existing Notes	<p>Full write-down of the existing Notes.</p> <p>Existing Noteholders receive:</p> <ol style="list-style-type: none"> 1. Post-Restructuring Equity; and 2. Opportunity to subscribe to their pro-rata share of the Rights Offering. <p>If for any reason (including by reason of not providing the required account and KYC information), an Existing Noteholder is a Disqualified Noteholder, such Existing Noteholder's share of Ordinary Shares shall be deposited in the Holding Trust for 18 months from the Restructuring Effective Date (the "<i>Holding Period</i>"). Following the end of the Holding Period, the Holding Period Trustee shall dispose of such Existing Noteholder's share of Ordinary Shares on the best terms reasonably available at the time, using a transparent process, for cash and distribute the net proceeds of such sale to such Existing Noteholder as soon as reasonably practicable. Where an Existing Noteholder has not confirmed that it is a Disqualified Noteholder to and claimed its entitlement of the net proceeds from the Holding Period Trustee prior to end of the Holding Period, the net proceeds of the sale of such Existing Noteholder's share of Ordinary Shares will be returned to the Company.</p>												
Rights Offering	<ul style="list-style-type: none"> • £50M, offered pro rata to electing Existing Noteholders • To be used for working capital, to repay the RCF, cash on balance sheet and transaction expenses 												
Rights Offering Backstop	<ul style="list-style-type: none"> • 100% of the Rights Offering will be backstopped by York, Fidelity, PIMCO and Hof and Stichting Value Partners (pro rata to their holdings of Existing Notes) • All Existing Noteholders will be given the opportunity during the period between the announcement of the transaction and January 5th to elect to participate in the Rights Offering backstop on a basis pro rata to their holdings of the Notes • Backstopping Existing Noteholders to receive a backstop fee of 4% of the Post-Restructuring Equity pro rata to their underwriting commitments 												
Restructuring Fee	<p>York to receive a restructuring work fee of £200,000 for each calendar month (or part thereof) that it has participated in restructuring discussions as compensation for the work it has undertaken on the Financial Restructuring, accruing from August 2017 through the settlement date of the Financial Restructuring, to be paid in Post-Restructuring Equity and capped at 1.0% of the Post-Restructuring Equity.</p>												
Post-Restructuring Equity	<p>Unlisted. Pre-dilution by the MIP:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Entity</i></th> <th style="text-align: left;"><i>Share Percentage</i></th> </tr> </thead> <tbody> <tr> <td>Existing Noteholders</td> <td>15.0%</td> </tr> <tr> <td>BLG</td> <td>0.0%</td> </tr> <tr> <td>Participants in Rights Offering</td> <td>80.0%</td> </tr> <tr> <td>Rights Offering Backstop Fee</td> <td>4.0%</td> </tr> <tr> <td>Restructuring Fee to York</td> <td>1.0%</td> </tr> </tbody> </table>	<i>Entity</i>	<i>Share Percentage</i>	Existing Noteholders	15.0%	BLG	0.0%	Participants in Rights Offering	80.0%	Rights Offering Backstop Fee	4.0%	Restructuring Fee to York	1.0%
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Governance	<ul style="list-style-type: none"> • Simple majority of the Post-Restructuring Equity (calculated excluding the MIP) 												

	<p>and warrants) shall appoint directors, provided that the two largest investors holding at least 10% of the shares of TopCo shall be entitled to appoint a director</p> <ul style="list-style-type: none"> • 5% shareholders that have not appointed an investor director may appoint a board observer • Board to comprise 5 members initially • Tag along rights set at 50% of the outstanding shares • Drag along rights set at 50% of the outstanding shares for all-cash (or other marketable securities) deals and drag along rights set at 66.67% for other transactions • Mandatory offer at 75% of the outstanding shares • Right of first refusal on transfers granted to 10% shareholders pro rata in respect of transfers to “restricted persons” (i.e., competitors) and right of offer for all shareholders in respect of all other transfers • Reserve matters requiring 75% majority for fundamental changes to the nature and structure of the investment and material transactions • Information rights: summary of annual budget, annual audited financial statements, half-yearly unaudited financial statements; provided on a private Intralinks site; no cleansing of shareholder information to be required • Governance and shareholder relationships to be documented by way of articles of association and, if required, a shareholders agreement
BLG	<p>BLG will:</p> <ul style="list-style-type: none"> • Continue to provide its guarantee of the current RCF on the current terms until the Restructuring Effective Date. • Enter into the Restructuring Support and Lock-up Agreement pursuant to which BLG will agree to (i) provide customary and reasonable representations/undertakings related to support and non-interference with the restructuring (but, for the avoidance of doubt, BLG will not be required to provide any warranties or indemnities in respect of the BOHL group other than warranties as to title to the BOHL shares to be transferred and capacity/authority) and (ii) transfer all of the shares of BOHL to a new vehicle for nil/nominal consideration. • Enter into a Transitional Services Agreement, which shall include the following: <ul style="list-style-type: none"> ○ continuation of certain services currently being provided by BLG to BOHL on similar terms for a 6-month period; ○ a brand and IP licence, pursuant to which the Bibby Offshore name and associated IP would continue to be used by BOHL for a 12-month transition period and thereafter return to BLG (subject to a 5-year non-compete); and ○ a tax loss sharing provision related to the sharing on a 50/50 basis of tax losses in the 2016 and 2017 tax years.
MIP/LTIP	To be determined post-restructuring by the Board remuneration committee in line with current market compensation arrangements for companies in this sector.
Implementation	Scheme of arrangement.
Independent Restructuring Consultant	Independent Restructuring Consultant to be appointed.