

Asia Ex-Japan DC Statement 19 September 2017

The DC met on 19 September 2017 to continue discussions in relation to: (i) the Restructuring Credit Event DC Question in respect of Noble Group Limited¹ (the **Noble Credit Event Question**); and (ii) the request for a DC Resolution under Section 3.8(b) of the DC Rules in respect of the contractual interpretation of Sections 1.32 and 4.7 of the 2014 Definitions² (the **Noble Interpretation Question**).

1. In relation to the Noble Interpretation Question, the DC Resolved:
 - (a) pursuant to Section 2.4(f) of the DC Rules, to extend the Coverage Election in respect of the Noble Interpretation Question to both 2014 Transactions and Updated 2003 Transactions;
 - (b) pursuant to Section 2.2(b) of the DC Rules, to rephrase the Noble Interpretation Question as follows (the **Rephrased Noble Interpretation Question**):

“In relation to the extension of the Noble Americas Borrowing Base Facility and any asserted Restructuring Credit Event in respect of which the Reference Entity is the guarantor, does the DC agree that Section 1.34 of the 2014 Definitions and Section 3.6 of the Updated 2003 Definitions (as applicable) should be interpreted as meaning that a Notice of Publicly Available Information must contain a copy, or a description in reasonable detail, of Publicly Available Information that is sufficient to confirm, amongst other things, whether the relevant guarantee of Noble Group Limited is a Qualifying Guarantee?”;
 - (c) by a Supermajority pursuant to Section 3.8(b) of the DC Rules, to answer “yes” to the Rephrased Noble Interpretation Question; and
2. In relation to the Noble Credit Event Question, the DC Resolved by a Supermajority pursuant to Section 2.4(c)(ii) of the DC Rules, to dismiss the Noble Credit Event Question in respect of both 2014 Transactions and Updated 2003 Transactions.

Pursuant to Section 10.2 of the 2014 Definitions, the DC Resolution in respect of the Rephrased Noble Interpretation Question is binding on Buyers and Sellers under 2014 Transactions in respect of which Noble Group Limited is the Reference Entity. Pursuant to Section 9.1(c)(iii) of the Updated 2003 Definitions, the DC Resolution in respect of the Rephrased Noble Interpretation Question is binding on Buyers and Sellers under Updated 2003 Transactions in respect of which Noble Group Limited is the Reference Entity.

For the avoidance of doubt, the effect of the DC Resolution in respect of the Rephrased Noble Interpretation Question is that any purported Notice of Publicly Available Information that does not contain a copy, or a description in reasonable detail, of Publicly Available Information that is sufficient to confirm whether the relevant guarantee of Noble Group Limited is a Qualifying Guarantee shall be invalid and ineffective, and no further action is required by the parties in response to such notices in relation to the relevant 2014 Transaction or Updated 2003 Transaction.

In making the DC Resolution in respect of the Rephrased Noble Interpretation Question the DC deliberately limited its determination to the question set out in the Rephrased Noble Interpretation Question. The DC did not address the question of what other elements of the Credit Event need to be confirmed by Publicly Available Information cited in the Notice of Publicly Available Information or indeed the other requirements that must be satisfied by a Credit Event Notice or a Notice of Publicly Available Information in order to trigger bilateral settlement. Nor did the DC make any determination about the manner in which the confirmation needs to be included, or what would constitute sufficient confirmation. No inferences should be drawn from the fact that the DC’s determination does not cover these points. Whether or not any particular purported Notice of Publicly

¹ See issue number 2017082301 (<http://dc.isda.org/cds/noble-group-limited-2/>).

² See issue number 2017082401 (<http://dc.isda.org/cds/noble-group-limited-3/>).

Available Information is valid is a question of fact, but Section 1.34 of the 2014 Definitions and Section 3.6 of the Updated 2003 Definitions must be construed in accordance with the DC Resolution in respect of the Rephrased Noble Interpretation Question.

For the avoidance of doubt, the DC Resolution in respect of the Rephrased Noble Interpretation Question is concerned only with the interpretation of Section 1.34 of the 2014 Definitions and Section 3.6 of the Updated 2003 Definitions (as applicable) in the context of the Rephrased Noble Interpretation Question and, accordingly, only applies to the delivery of a Notice of Publicly Available Information for the purpose of bilaterally triggering a 2014 Transaction or Updated 2003 Transaction (as applicable) in respect of which Noble Group Limited is the Reference Entity. In particular, the DC Resolution in respect of the Rephrased Noble Interpretation Question has no application to the submission of Potential DC Issues to the DC Secretary, nor to the DC's ability to commence deliberations in respect thereof, pursuant to Section 2.1 of the DC Rules in the future.

In light of the DC Resolution in respect of the Rephrased Noble Interpretation Question, the DC determined that answering the Noble Credit Event Question was unlikely to have any relevance and therefore Resolved to dismiss the Noble Credit Event Question. For the avoidance of doubt, this dismissal applies to the Restructuring Credit Event question in respect of Noble Group Limited in relation to the extension of the Noble Americas Borrowing Base Facility in June 2017 and does not apply to any Credit Event question in respect of Noble Group Limited based on other events that may have occurred or which may occur in the future.

Capitalised terms used but not defined in this DC statement have the meaning given to them in the DC Rules.