

**THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF VOTES WITH RESPECT TO A CAYMAN SCHEME OF ARRANGEMENT. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND ANY APPLICABLE PROVISIONS OF THE COMPANIES LAW**

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**RESTRUCTURING SUPPORT AGREEMENT**

**by and among**

**SCHAHIN II FINANCE COMPANY (SPV) LIMITED**

**DEUTSCHE BANK TRUST COMPANY AMERICAS, SOLEY IN ITS CAPACITY AS  
INDENTURE TRUSTEE**

**DLEIF DRILLING LLC**

**and**

**EACH CONSENTING NOTEHOLDER PARTY HERETO**

**dated as of September 17, 2018**

## **PREAMBLE**

This RESTRUCTURING SUPPORT AGREEMENT (as amended, supplemented, or otherwise modified from time to time, this “Agreement” or “RSA”) is made and entered into as of September 17, 2018 by and among: (i) Schahin II Finance Company (SPV) Limited (the “Issuer”); (ii) Dleif Drilling LLC (“Dleif”); (iii) Deutsche Bank Trust Company Americas, solely in its capacity as indenture trustee under the Indenture (as defined below) (the “Indenture Trustee”); and (iv) severally but not jointly each holder (or investment advisor or manager thereof with authority to bind such holder) of Notes (as defined below) that is or becomes a party to this Agreement (collectively, the “Consenting Noteholders” and each, a “Consenting Noteholder,” and together with Dleif and the Indenture Trustee, the “Supporting Parties” and each a “Supporting Party”). The Issuer and the Supporting Parties, and any subsequent person or entity that becomes a party hereto in accordance with the terms hereof, are referred herein as the “Parties” and individually as a “Party”.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Indenture.

## **RECITALS**

**WHEREAS**, the Issuer issued \$750,000,000 in aggregate principal amount of 5.875% senior secured notes with a final legal maturity of September 25, 2023 (the “Notes”) pursuant to that certain Indenture, dated as of March 28, 2012 by and between the Issuer, Dleif and the Indenture Trustee (as may be amended, supplemented, restated or otherwise modified from time to time, including by that certain Supplemental Indenture dated as of September 18, 2015, the “Indenture”) secured by the Collateral. The Collateral includes the *Sertão*, a Marshall Islands-flagged dynamically-positioned deepwater drillship having as its Official Number 4418 (the “Vessel”), that is owned by Dleif, and substantially all assets of the Issuer;

**WHEREAS**, \$651,500,000 of principal (plus accrued interest and default interest) remains outstanding under the Indenture;

**WHEREAS**, Dleif was party to that certain charter agreement no. 2050.0042748.08.02 dated July 25, 2008 by and between Petróleo Brasileiro S.A. (“Petrobras”), Dleif, Schahin Petróleo e Gás (“SPG”) and Schahin Engenharia S.A. (“Engenharia”) for the charter of the Vessel to Petrobras (as amended, the “Petrobras Charter”). SPG operated the Vessel for Petrobras pursuant to that certain services agreement no. 2050.0042749.08.2 dated July 25, 2008 by and between Petrobras, SPG, Dleif and Engenharia (as amended, the “Petrobras Services Agreement”). On May 21 2015, Petrobras purported to terminate the Petrobras Charter and the Petrobras Services Agreement;

**WHEREAS**, pursuant to a direction letter from a Majority Controlling Party<sup>1</sup> to the Indenture Trustee dated July 10, 2015, and as a result of various Events of Default, Collateral Disposition Events and Operator Replacement Events, the Indenture Trustee exercised its power

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<sup>1</sup> The Noteholders constituting a Majority Controlling Party has changed over time and may continue to change.

of attorney over Black Oil Drilling LLC to replace the managers of Dleif with independent managers;

**WHEREAS**, pursuant to a direction letter from a Majority Controlling Party to the Indenture Trustee dated as of September 18, 2015, and as a result of various Events of Default, Collateral Disposition Events and Operator Replacement Events, the Indenture Trustee sent SPG and Engenharia that certain Notice of Termination dated September 18, 2015 (the “Notice of Termination”). Pursuant to the Notice of Termination, the Indenture Trustee terminated SPG as the Operator of the Vessel;

**WHEREAS**, Dleif, the Issuer, the Indenture Trustee (at the direction of a Majority Controlling Party) and V. Ships Limited (“V.Ships”) entered into that certain SHIPMAN 2009 Standard Ship Management Agreement dated as of September 18, 2015 for the management of the Vessel by V.Ships;

**WHEREAS**, Dleif sought and obtained injunctive relief from the *Tribunal de Justiça do Estado de São Paulo Comarca de São Paulo Foro Central Cível 35<sup>a</sup> Vara Cível* to repossess the Vessel from SPG. At Dleif’s direction, V.Ships sailed the Vessel from Brazil into international waters after Dleif obtained all necessary exit approvals from the relevant Brazilian authorities;

**WHEREAS**, on November 25, 2015, the Indenture Trustee, at the direction of a Majority Controlling Party filed an admiralty claim *in rem* against Dleif to arrest the Vessel. On November 25, 2015, the High Court of Justice Queen’s Bench Division Admiralty Court of the United Kingdom (the “Admiralty Court”) issued a warrant of arrest for the Vessel (the “Warrant of Arrest”). The Vessel has been, and continues to be, under arrest since the date of the Warrant of Arrest, and the Admiralty Court has entered an order of sale *pendente lite* (the “Order of Sale”);

**WHEREAS**, on April 12, 2018, the Indenture Trustee, at the direction of a Majority Controlling Party, and with the consent of the Issuer, filed that certain Petition (the “Petition”) to commence a scheme of arrangement of the Issuer (the “Scheme”) in the Grand Court of the Cayman Islands;

**WHEREAS**, pursuant to a direction letter, dated as of the date hereof, a Majority Controlling Party has instructed the Indenture Trustee to execute and deliver this Agreement. The Indenture Trustee is taking or will take each of the actions set forth herein pursuant to a direction letter from a Majority Controlling Party;

**WHEREAS**, the Parties have agreed to implement a restructuring transaction for the Notes through the Scheme (the “Restructuring”), as set forth in the Term Sheet (as defined below) that includes amending certain provisions of the Indenture such that a new series of notes (the “New Notes”) may be issued pursuant to the Indenture that are first in right of payment from proceeds of any sale of the Vessel. It is contemplated that the New Notes will be used to fund ongoing Operator Expenses;

**WHEREAS**, the Restructuring is the product of arm's-length, good faith negotiations among the Parties; and

**WHEREAS**, the Supporting Parties and the Issuer are prepared to perform their obligations hereunder subject to the terms and conditions of this Agreement, including, among other things, supporting the Scheme.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

**1. Incorporation of Term Sheet and Definitions; Interpretation.**

The general terms and conditions of the Restructuring are set forth herein. All references herein to "this Agreement", "this RSA" or "herein" shall include this Agreement and the Term Sheet. In the event the terms and conditions set forth in the Term Sheet and this Agreement are inconsistent, the terms and conditions set forth in the Term Sheet shall govern, until such time as the Scheme has been sanctioned, at which time the terms and conditions set forth therein shall govern. Each of the schedules and exhibits attached hereto is expressly incorporated herein and made a part of this Agreement.

In this RSA, unless the context otherwise requires:

- (a) words importing the singular also include the plural, and references to one gender include all genders;
- (b) the headings in this RSA are inserted for convenience only and do not affect the construction of this RSA and shall not be taken into consideration in its interpretation;
- (c) the words "hereof," "herein" and "hereunder" and words of similar import when used in this RSA shall refer to this RSA as a whole and not to any particular provision of this RSA;
- (d) the words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation;" the word "or" is not exclusive; and
- (e) references to any governmental entity or any governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body, in any jurisdiction shall include any successor to such entity.

The following terms shall have the following meanings:

“Account Holder Letter and Confirmation Form” means the account holder letter and confirmation form to be annexed to the Explanatory Statement and in form and substance satisfactory to the Indenture Trustee (acting at the direction of a Majority Controlling Party) and the Consenting Noteholders and reasonably acceptable to the Issuer.

“Alternative Transaction” means any alternative refinancing, recapitalization, or other transaction or any purchase, sale, or other disposition of all or a material portion of the Issuer’s or Dleif’s business or assets (including but not limited to Dleif’s ownership interest in the Vessel, except as set forth in the proviso to this definition), or other transaction the purpose or effect of which would be reasonably expected to, or which would, prevent or render impractical, or otherwise frustrate or impede in any material respect, the Restructuring, or is otherwise inconsistent with the Definitive Restructuring Documents, this Agreement or the Term Sheet; *provided* that a sale of the Vessel at the direction of a Majority Controlling Party shall not be an Alternative Transaction.

“Amended and Restated Indenture” has the meaning set forth in the Term Sheet.

“Amended Vessel Mortgage” has the meaning set forth in the Term Sheet.

“Beneficial Ownership” means with respect to any security, “beneficial ownership” of such security as determined pursuant to Rule 13d-3 of the Exchange Act.

“Cayman Court” means the Grand Court of the Cayman Islands Financial Services Division.

“Chapter 15 Filing” means a petition filed under chapter 15 of title 11 of the United States Code to obtain the Chapter 15 Recognition and Enforcement Order.

“Chapter 15 Recognition and Enforcement Order” means an order of the U.S. Bankruptcy Court for the Southern District of New York recognizing the Scheme as a foreign main proceeding and confirming its effect in the United States.

“Definitive Restructuring Documents” means the Account Holder Letter and Confirmation Form, the Amended and Restated Indenture, the Amended Vessel Mortgage, the Explanatory Statement, the Notice of Scheme Meeting, the Proxy Forms and the Scheme Document.

“Explanatory Statement” means the explanatory statement related to the Scheme and to be filed with the Cayman Court in form and substance satisfactory to the Indenture Trustee (acting at the direction of a Majority Controlling Party) and the Consenting Noteholders and reasonably acceptable to the Issuer.

“Notice of Scheme Meeting” means the notice of Scheme Meeting to be annexed to the Explanatory Statement and in form and substance satisfactory to the Indenture Trustee (acting at the direction of a Majority Controlling Party) and the Consenting Noteholders and reasonably acceptable to the Issuer.

“Proxy Form” means the proxy form to be annexed to the Explanatory Statement and in form and substance satisfactory to the Indenture Trustee (acting at the direction of a Majority Controlling Party) and the Consenting Noteholders and reasonably acceptable to the Issuer.

“Qualified Marketmaker” means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims of the Issuer (or enter with customers into long and short positions in claims against the Issuer), in its capacity as a dealer or market maker in claims against the Issuer, and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

“Restructuring Effective Date” has the meaning set forth in the Term Sheet.

“Scheme Document” means the scheme document to be annexed to the Explanatory Statement and in form and substance satisfactory to the Indenture Trustee (acting at the direction of a Majority Controlling Party) and the Consenting Noteholders and reasonably acceptable to the Issuer and Dleif.

“Scheme Meeting” means a meeting of the Noteholders in relation to the Scheme as convened by the Cayman Court for the purposes of considering and approving the Scheme, including any adjournment thereof (including any modifications thereof).

“Specified Events of Default” means any default related to the Issuer’s breach of Section 7.2(e) or 7.2(m) of the Indenture *provided* that such breach was in furtherance of the Restructuring.

“Term Sheet” means the term sheet attached hereto as Exhibit A outlining the terms and conditions of the Restructuring (as may be amended from time to time with the consent of the Consenting Noteholders and Indenture Trustee).

“Transfer Agreement” means the form attached hereto as Exhibit C, as may be amended, modified or supplemented only in accordance with Section 22 hereof.

“Vessel Sale Date” means the date on which the Indenture Trustee receives the proceeds from the sale of the Vessel, which sale was pursuant to the Order of Sale.

## **2. Effectiveness; Entire Agreement.**

(a) This Agreement shall become effective and binding upon each of the Parties upon the execution and delivery of counterpart signature pages to this Agreement by (i) Consenting Noteholders constituting a Majority Controlling Party, (ii) Dleif, (iii) the Indenture Trustee and (iv) the Issuer (such date, the “RSA Effective Date”).

(b) After the RSA Effective Date, Noteholders that did not execute and deliver their counterpart signature pages to this Agreement may execute and deliver their counterpart signature pages to the joinder attached hereto as Exhibit C (the “Joinder”). Upon execution, such Holders shall be deemed Consenting Noteholders under the terms of the Agreement.

(c) This RSA (including the Term Sheet) constitutes the entire agreement of the Parties as of the date of this Agreement with respect to the subject matter hereof and supersedes all prior negotiations and documents reflecting such prior negotiations between and among the Parties (and their respective advisors), with respect to the Restructuring.

### **3. Material Covenants of All Parties.**

For so long as this Agreement has not been validly terminated in accordance with the terms herein, and consistent with this Agreement and the Term Sheet, each Party severally but not jointly agrees (in the case of any Consenting Noteholder, so long as it remains the legal owner or retains Beneficial Ownership of any Notes) to:

(a) (i) support and cooperate with each other Party in good faith, and otherwise use its commercially reasonable efforts to support and consummate, the Restructuring as soon as reasonably practicable; and (ii) take any and all commercially reasonable necessary actions in furtherance of the Restructuring and the transactions contemplated by this Agreement, the Term Sheet and the Definitive Restructuring Documents; and

(b) not, directly or, to its knowledge, indirectly, (i) object to, delay, impede, or take any other action to interfere with the acceptance, implementation, sanctioning or consummation of the Restructuring, (ii) seek, solicit, support, or encourage, or consent to, any restructuring or reorganization for the Issuer that is inconsistent with the Definitive Restructuring Documents or this Agreement in any respect or (iii) otherwise support any proceeding, process or transaction that is inconsistent with this Agreement, Term Sheet or the Definitive Restructuring Documents.

### **4. Additional Covenants of the Supporting Parties.**

For so long as this Agreement has not been validly terminated in accordance with the terms herein, and subject to the terms and conditions of this Agreement and consistent with the Term Sheet, each Supporting Party agrees, severally but not jointly, to:

(a) not object to or oppose the approval by the Cayman Court of any Definitive Restructuring Documents;

(b) neither join in nor support any objection by any entity to approval by the Grand Court of the Cayman Islands of any Definitive Restructuring Document;

(c) not object to or oppose the Issuer's motion for the Chapter 15 Recognition and Enforcement Order;

(d) not take any actions inconsistent with, or that would otherwise impede, the Restructuring; and

(e) to the extent any legal or structural impediments arise that would prevent, hinder, or delay the consummation of the transactions contemplated by this Agreement, the Term Sheet or Definitive Restructuring Documents, negotiate, subject to applicable laws and regulations applicable to such Consenting Noteholders, in good faith appropriate additional or alternative provisions to address any such impediments; provided that such alternative does not alter, in any

material respect, the substance and economics of the Restructuring or the transactions contemplated by this Agreement, the Term Sheet or Definitive Restructuring Documents.

**5. Additional Covenant of the Consenting Noteholders.**

For so long as this Agreement has not been validly terminated in accordance with the terms herein, and subject to the terms and conditions of this Agreement and consistent with the Term Sheet, each Consenting Noteholder agrees, severally but not jointly, so long as it retains Beneficial Ownership or has authority to vote on behalf of a beneficial owner, of any Notes to vote and deliver within any applicable time periods any proxies, instructions, directions or consents in respect of the Notes held by it, including by attending the Scheme Meetings by proxy or in person and by voting in favor of any taking all steps necessary to vote in favor of the Scheme.

**6. Additional Covenants of the Issuer.**

For so long as this Agreement has not been validly terminated in accordance with the terms herein, and subject to the terms and conditions of this Agreement, the Issuer shall:

(a) not, directly or indirectly (including through its representatives and advisors), take any action (including filing any motion, notice or document) that is in any respect contrary to or inconsistent with this Agreement, the Scheme or any Definitive Restructuring Document, or that would be reasonably expected to materially delay consummation of the Restructuring or the transactions contemplated by this Agreement, the Scheme or Definitive Restructuring Documents;

(b) not, directly or indirectly (including through its representatives and advisors), seek, solicit, encourage or negotiate or engage in any discussions or other communications relating to, or enter into any agreements or arrangements relating to any Alternative Transaction;

(c) (i) support and take all reasonable actions necessary or reasonably requested by the Supporting Parties to facilitate the solicitation, confirmation, and consummation of the Restructuring the transactions contemplated thereby, and (ii) not take any action directly or indirectly that is inconsistent with, or that would reasonably be expected to prevent, interfere with, delay or impede the consummation of the Restructuring;

(d) to the extent any legal or structural impediments arise that would prevent, hinder, or delay the consummation of the transactions contemplated by this Agreement, the Term Sheet or Definitive Restructuring Documents, negotiate in good faith appropriate additional or alternative provisions to address any such impediments; provided that such alternative does not alter, in any material respect, the substance and economics of the Restructuring or the transactions contemplated by this Agreement, the Term Sheet or Definitive Restructuring Documents;

(e) maintain their good standing under the laws of the Cayman Islands;

(f) when directed by the Consenting Noteholders, file its Chapter 15 Filing; *provided* that all documents related to the Chapter 15 Filing shall be reasonably acceptable to the



Consenting Noteholders; and

- (g) not replace any members of the board of directors of the Issuer.

**7. Additional Covenants of Dleif.**

For so long as this Agreement has not been validly terminated in accordance with the terms herein, and subject to the terms and conditions of this Agreement, Dleif shall:

- (a) undertake to the Cayman Court to be bound by the Scheme, including executing all documents reasonably related thereto; and

- (b) agree to consensually amend the Mortgage as necessary to effectuate the Restructuring.

**8. Additional Covenant of the Indenture Trustee.**

For so long as this Agreement has not been validly terminated in accordance with the terms herein, and subject to the terms and conditions of this Agreement, the Indenture Trustee (acting at a direction of a Majority Controlling Party) shall undertake to the Cayman Court to be bound by the Scheme including executing all documents related thereto.

**9. Mutual Representations and Warranties of All Parties.**

Each Party severally but not jointly represents and warrants to each of the other Parties that, as of the date hereof:

- (a) it has all requisite power and authority to enter into this RSA and to carry out the transactions contemplated hereby, and perform its obligations hereunder;

- (b) the execution and delivery of this RSA and the performance of its obligations hereunder have been duly authorized by all necessary action on its part; and

- (c) this RSA constitutes the legally valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

**10. Additional Representations and Warranties by the Consenting Noteholders.**

Each Consenting Noteholder (solely on its own behalf and not on behalf of any other Consenting Noteholder) severally but not jointly represents and warrants, as of the date hereof that:

(a) Holdings by the Consenting Noteholders. As of the date hereof, with respect to the Notes listed on Schedule 1 hereto opposite its name, such Consenting Noteholder (A) either (i) has sole Beneficial Ownership of the full amount of such Notes as set forth herein or (ii) has sole investment or voting discretion with respect to the full amount of such Notes as set forth herein and has the power and authority to bind such Noteholders who have such Beneficial Ownership to the terms of this RSA and (B) has full power and authority to act on behalf of, vote, and consent to matters concerning such Notes and to dispose of, exchange, assign, and transfer such Notes, including the power and authority to execute and deliver this RSA and to perform its obligations hereunder; and

(b) No Transfers. As of the date hereof, with respect to the Notes, as applicable, held by each Consenting Noteholder as set forth on Schedule 1 hereto, such Consenting Noteholder has made no Transfer.

#### **11. Additional Representations and Warranties by the Issuer and Dleif.**

Each of the Issuer and Dleif represents and warrants, solely with respect to itself, as of the date hereof that:

(a) Governmental Approvals. The execution, delivery and performance by the Issuer and Dleif of this Agreement does not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any governmental authority or regulatory body in each of the Issuer's and Dleif's respective jurisdictions of organization, except as may be necessary or required for approval by the Cayman Court of the Issuer's or Dleif's authority to implement this Agreement and the Restructuring; and

(b) No Conflicts (Laws and Organizational Documents). The execution, delivery, and performance of this Agreement does not (i) violate any provision of law, rule, or regulations applicable to the Issuer or Dleif in each of their respective jurisdictions of organization or (ii) violate such the Issuer's or Dleif's organizational documents except to extent any such violation would not be expected to have a material adverse effect on the Issuer's or Dleif's business or materially delay consummation of the Restructuring.

#### **12. Transfer Restrictions.**

(a) So long as this Agreement has not been terminated in accordance with its terms, no Consenting Noteholder shall (i) sell, use, pledge, assign, transfer, permit the participation in, or otherwise dispose of any ownership (including any Beneficial Ownership) in the Notes, as the case may be, set forth on Schedule 1 hereto, in whole or in part or (ii) grant any proxies or deposit any of such Consenting Noteholder's Beneficial Ownership in the Notes, as the case may be, set forth on Schedule 1 hereto into a voting trust, or enter into a voting agreement with respect to any such Notes (collectively, the actions described in clauses (i) and (ii), a "Transfer"), unless it satisfies the following requirement (a transferee that satisfies such requirement, a "Permitted Transferee," and such Transfer, a "Permitted Transfer"): the intended transferee executes and delivers to counsel to the Issuer and the Indenture Trustee, on a confidential basis, on the terms set forth in clauses (b) through (d) below an executed form of the Transfer

Agreement before such Transfer is effective (it being understood that any Transfer shall not be effective until notification of such Transfer and a copy of the executed Transfer Agreement is received by the Issuer and the Indenture Trustee in each case, on the terms set forth herein), in which event, from and after the delivery of such executed copy of such Transfer Agreement (if required under clauses (b) through (d) below), the transferor shall be deemed to relinquish its rights, and be released from its obligations, under this RSA, *provided* that any transferor Consenting Noteholder who Transfers less than all ownership (including any Beneficial Ownership) in the Notes shall remain subject to this RSA with respect to any portions of the Notes not transferred, *provided further* that in no event shall any such Transfer relieve a Party hereto from liability for its breach or non-performance of its obligations hereunder prior to the date of delivery of such Transfer Agreement. Notwithstanding anything herein to the contrary, so long as this Agreement has not been terminated in accordance with its terms, each Consenting Noteholder may offer, sell, or otherwise transfer any or all of its holdings of the Notes to any entity that, as of the date of transfer, controls, is controlled by, or is under common control with such Consenting Noteholder; *provided, however*, that such entity shall automatically be subject to the terms of this Agreement and be a Consenting Noteholder hereunder, and shall execute a Transfer Agreement.

(b) (i) Any Consenting Noteholder may Transfer, and execution of the Transfer Agreement shall not be required for Transfer of, Notes to any other Consenting Noteholder, which transferee shall be automatically bound by this Agreement upon the Transfer of such Notes, (ii) a Qualified Marketmaker that acquires any of the Notes solely with the purpose and intent of acting as a Qualified Marketmaker for such Notes, shall not be required to execute and deliver to counsel a Transfer Agreement or otherwise agree to be bound by the terms and conditions set forth in this Agreement if such Qualified Marketmaker transfers such Notes (by purchase, sale, assignment, participation, or otherwise) to a Consenting Noteholder or Permitted Transferee (including, for the avoidance of doubt, the requirement that such transferee execute a Transfer Agreement) and the Transfer otherwise is a Permitted Transfer, and (iii) to the extent any Party who has signed this Agreement is acting in its capacity as a Qualified Marketmaker, it may Transfer any ownership interests in the Notes that it acquires from a Noteholder that has not signed this Agreement to a transferee that has not signed this Agreement at the time of such Transfer without the requirement that such transferee be or become a signatory to this Agreement. Notwithstanding the foregoing, any transfer to a Qualified Marketmaker shall constitute a Permitted Transfer so long as the Qualified Marketmaker agrees, solely to the extent that it holds any Notes from a Consenting Noteholder on the date set forth in the Scheme Document as the relevant date on which an entity must be a Noteholder in order to vote for the Scheme, to act in accordance with the Agreement with respect to any vote or consent required hereunder (including a vote on the Scheme) with respect to such Notes.

(c) This Agreement shall in no way be construed to preclude a Consenting Noteholder from acquiring additional Notes; *provided* that (and subject to clauses (b)(ii) and (b)(iii) above) (i) if any Consenting Noteholder acquires additional Notes after the RSA Effective Date, such Consenting Noteholder shall notify Davis Polk & Wardwell LLP, as counsel to the Indenture Trustee, on a confidential basis, within a reasonable period of time following such acquisition, and (ii) such Consenting Noteholder hereby acknowledges and agrees that such Notes shall automatically and immediately upon acquisition by a Consenting Noteholder be subject to the terms of this Agreement (regardless of when or whether notice of

such acquisition is given in accordance herewith) as if they were listed in Schedule 1 by the Consenting Noteholder.

(d) Any Transfer made in violation of this provision shall be void *ab initio*. Any Consenting Noteholder that effectuates a Permitted Transfer to a Permitted Transferee shall have no liability under this Agreement arising from or related to the failure of the Permitted Transferee to comply with the terms of this Agreement.

(e) Notwithstanding anything herein to the contrary and subject to clauses (b)(ii) and (b)(iii) above, no Transfer shall be effective as a Permitted Transfer until and unless the Indenture Trustee shall have received a duly authorized certification from each of the applicable Consenting Noteholder and such Permitted Transferee certifying in the form attached at Exhibit C, it being expressly understood and agree that the Indenture Trustee shall have no obligation to verify, investigate or monitor compliance with such conditions precedent.

### **13. Termination of Obligations.**

(a) This Agreement shall terminate and all of the obligations of the Parties shall be of no further force or effect upon the occurrence of any of the following events: (i) the Restructuring Effective Date, (ii) the date on which the Cayman Court fails to sanction the Scheme, (iii) the Vessel Sale Date or (iv) the date that is one month from when the Cayman Court sanctions the Scheme if the Restructuring Effective Date has not occurred.

(b) This Agreement may be terminated at any time with the mutual consent of the Issuer, the Indenture Trustee (acting at the direction of a Majority Controlling Party) and Dleif.

(c) This Agreement shall terminate solely as to any Consenting Noteholder on the date on which such Consenting Noteholder has transferred all (but not less than all) of its Notes, as applicable, in accordance with Section 12 of this Agreement.

(d) This Agreement may be terminated by written notice solely as to any Consenting Noteholder if any of the Definitive Restructuring Documents or the Chapter 15 Recognition and Enforcement Order are modified in any manner not acceptable to the Indenture Trustee (acting at the direction of a Majority Controlling Party).

### **14. Limited Waiver.**

(a) In reliance upon the representations, warranties and covenants of the Issuer contained in this Agreement, and upon the terms and subject to the conditions of this RSA, the Consenting Noteholders hereby, effective as of the RSA Effective Date, waive each of the Specified Events of Default (the "Waiver"). Except as expressly set forth in this Agreement, no terms, covenants or other provisions of the Indenture or any other Finance Document are intended pursuant to any provision of this RSA to (or shall) be affected by any provision of this RSA, all of which remain in full force and effect unaffected by any provision of this RSA.

(b) The Waiver is limited to the extent specifically set forth herein and nothing contained herein is intended, or shall be deemed or construed, (i) to constitute a waiver of any Defaults or Events of Default or compliance other than the Specified Events of Default,

(ii) to constitute a waiver of any Defaults or Events of Default that may exist, or (iii) to establish a custom or course of dealing between the Issuer, on the one hand, and the Indenture Trustee and/or any Consenting Noteholders, on the other hand.

**15. Specific Performance.**

The Parties (other than the Indenture Trustee) agree that money damages would be an insufficient remedy for any breach of this Agreement by any Party (other than the Indenture Trustee) and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief, including attorneys' fees and costs, as a remedy of any such breach, including an order of a court of competent jurisdiction requiring any Party (other than the Indenture Trustee) to comply promptly with any of its obligations hereunder, and each Party (other than the Indenture Trustee) agrees to waive any requirement for the securing or posting of a bond in connection with such remedy, as the sole remedy to which such non-breaching Party will be entitled, at law or in equity. The Parties (other than the Indenture Trustee) agree that such relief will be their only remedy against the applicable other Party with respect to any such breach, and that in no event will any Party be liable for monetary damages (including consequential, special, indirect or punitive damages or damages for lost profits) other than attorneys' fees and costs.

**16. Counterparts.**

This Agreement and any amendments, waivers, consents, or supplements hereto or in connection herewith may be executed in multiple counterparts and delivered by electronic mail (in “.pdf” or “.tif” format), facsimile or otherwise, each of which shall be deemed to be an original for the purposes of this Agreement and all of which taken together shall constitute one and the same Agreement.

**17. Time is of the Essence.**

The Parties acknowledge and agree that time is of the essence, and that they must each use commercially reasonable efforts to effectuate and consummate the Restructuring as soon as reasonably practicable.

**18. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL.**

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

(b) By its execution and delivery of this Agreement, each Party hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding against it with respect to any matter under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, may be brought in either a state or federal court of competent jurisdiction sitting in the County of New York in the State of New York and no other court. By execution and delivery of this

Agreement, each of the Parties hereto hereby irrevocably accepts and submits itself to the nonexclusive jurisdiction of each such court, generally and unconditionally, with respect to any such action, suit or proceeding.

(c) EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**19. Notices.**

Any notice, request, instruction or other document to be given hereunder by any Party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, by email or overnight courier.

(a) If to the Issuer, to counsel at:

Ben Hobden  
Conyers Dill & Pearman  
Boundary Hall, 2nd Floor, Cricket Square  
PO Box 2681  
Grand Cayman KY1-1111, Cayman Islands  
ben.hobden@conyersdill.com

and

John Mairo  
Sean Reid  
Porzio, Bromberg & Newman, P.C.  
100 Southgate Parkway  
PO Box 1997  
Morristown, NJ 07962-1997  
JSMairo@pbnlaw.com  
SFReid@pbnlaw.com

(b) If to the Indenture Trustee, to:

Deutsche Bank Trust Company Americas  
c/o Deutsche Bank National Trust Company  
Harborside Financial Center, 100 Plaza One  
MS JCY03-0699  
Jersey City, New Jersey 07311  
Attention: Brendan Meyer and Ana Higuera  
brendan.meyer@db.com  
ana.higuera@db.com

With copies to:

Andrew Silverstein  
Sean Twomey  
Seward & Kissel LLP  
One Battery Park Plaza  
New York, New York 10004  
silversteina@sewkis.com  
twomey@sewkis.com

and:

Timothy Graulich  
Natasha Tsiouris  
Stephen Piraino  
Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
timothy.graulich@davispolk.com  
natasha.tsiouris@davispolk.com  
stephen.piraino@davispolk.com

and

Caroline Moran  
Nick Herrod  
Maples and Calder  
PO Box 309  
Ugland House  
Grand Cayman, KY1-1104, Cayman Islands  
caroline.moran@maplesandcalder.com  
nick.herrod@maplesandcalder.com

(c) If to the Consenting Noteholders:

to each of the Consenting Noteholders at their addresses listed in the signature block and to any subsequent transferees in accordance with the Transfer Agreement

With copies to:

Timothy Graulich  
Natasha Tsiouris  
Stephen Piraino  
Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
timothy.graulich@davispolk.com  
natasha.tsiouris@davispolk.com  
stephen.piraino@davispolk.com

and

Caroline Moran  
Nick Herrod  
Maples and Calder  
PO Box 309  
Ugland House  
Grand Cayman, KY1-1104, Cayman Islands  
caroline.moran@maplesandcalder.com  
nick.herrod@maplesandcalder.com

(d) If to Dleif, to counsel at:

Mark Collins  
Kenneth Jackman  
Richards, Layton Finger, P.A.  
920 North King Street  
Wilmington, Delaware 19801  
collins@rlf.com  
jackman@rlf.com

**20. Severability.**

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or



unenforceable, said provision survives to the extent it is not so declared, and all of the other provisions of this Agreement remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

**21. Headings.**

The headings used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize, or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no headings had been used in this Agreement.

**22. Waivers and Amendments.**

Notwithstanding anything to the contrary contained herein, this Agreement may not be changed, modified, amended, or supplemented, nor shall any provision or requirement hereof be waived, without the prior written agreement (which may include electronic mail by counsel to the applicable Parties) of the Issuer, the Indenture Trustee (acting at the direction of a Majority Controlling Party) and Dleif.

**23. Several, Not Joint, Claims; No Fiduciary Duties.** The agreements, representations, warranties, and obligations of each of the Parties are, in all respects, several and not joint. For the avoidance of doubt, the agreements, representations, warranties, and obligations of each of the Consenting Noteholders are, in all respects, several and not joint. Each party hereto agrees that no Consenting Noteholder owes any fiduciary duty to any other Party hereto.

This Agreement and the Term Sheet are part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding related to the terms of this Agreement.

**24. Consideration.**

The Parties hereby acknowledge that no consideration, other than that specifically described herein and in the Scheme, shall be due or paid to any Scheme for its agreement to vote to accept the Scheme in accordance with the terms and conditions of this Agreement, other than the Issuer's representations, warranties and agreement to use its commercially reasonable efforts to seek to confirm and consummate the Scheme.

**26. Indenture Trustee.**

It is expressly acknowledged that the Indenture Trustee's execution hereof and the representations, warranties and covenants of the Indenture Trustee hereunder, are made pursuant to the direction of a Majority Controlling Party, pursuant to such authority set forth in the

Indenture. Notwithstanding anything contained herein to the contrary, the Parties acknowledge and agree that the Indenture Trustee is acting in accordance with the Indenture and that the Indenture Trustee is entitled to the rights, powers, immunities, exculpations and indemnities set forth in the Indenture and other Transaction Documents, including, without limitation, Article X of the Indenture.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, this RSA has been duly executed as of the date first written above.

**INDENTURE TRUSTEE:**

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS**, solely in its capacity as  
Indenture Trustee:

By:

Name:

Title:



**Nigel W. Luke  
Vice President**

By:

Name:

Title:



**Scott Dodic  
Assistant Vice President**

**ISSUER:**

**SCHAHIN II FINANCE COMPANY  
(SPV) LIMITED**

By: 

Name: Kevin Butler

Title: as Director of Conyers  
Directors (Cayman) Limited, director  
of Schahin II Finance Company (SPV)  
Limited

**DLEIF:**

**DLEIF DRILLING LLC**

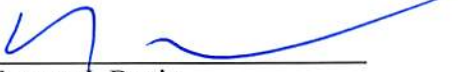
By:   
Name: Alan J. Carr  
Title: Manager

By: \_\_\_\_\_  
Name: Eugene I. Davis  
Title: Manager

**DLEIF:**

**DLEIF DRILLING LLC**

By: \_\_\_\_\_  
Name: Alan J. Carr  
Title: Manager

By:  \_\_\_\_\_  
Name: Eugene I. Davis  
Title: Manager

*[Consenting Noteholder Signature Pages Redacted]*



## **SCHEDULE OF EXHIBITS**

Exhibit A: Term Sheet

Exhibit B: Transfer Agreement

Exhibit C: Joinder Agreement

**Exhibit A**  
**Term Sheet**

## RESTRUCTURING TERM SHEET – SCHAHIN II FINANCE COMPANY (SPV) LTD.

THIS TERM SHEET (THIS “TERM SHEET”) DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER OR A SOLICITATION WITH RESPECT TO ANY SECURITIES OR DEBT OF THE ISSUER (AS DEFINED BELOW), IT BEING UNDERSTOOD THAT SUCH AN OFFER OR SOLICITATION, IF ANY, ONLY WILL BE MADE IN COMPLIANCE WITH APPLICABLE LAW.

THIS TERM SHEET IS PROVIDED IN CONFIDENCE AND MAY BE DISTRIBUTED ONLY WITH THE EXPRESS WRITTEN CONSENT OF THE ISSUER, ON THE ONE HAND, AND THE CONSENTING NOTEHOLDERS, ON THE OTHER HAND. THIS TERM SHEET HAS BEEN PRODUCED FOR DISCUSSION AND SETTLEMENT PURPOSES ONLY AND IS SUBJECT TO THE PROVISIONS OF RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND OTHER SIMILAR APPLICABLE STATE AND FEDERAL STATUTES, DOCTRINES AND RULES.

THIS TERM SHEET SETS FORTH THE PRINCIPAL TERMS OF THE RESTRUCTURING (AS DEFINED BELOW) OF NOTES (AS DEFINED BELOW) UNDER THE INDENTURE (AS DEFINED BELOW).

THIS TERM SHEET DOES NOT ADDRESS ALL TERMS THAT WOULD BE REQUIRED IN CONNECTION WITH THE RESTRUCTURING, AND ENTRY INTO OR THE CREATION OF ANY BINDING AGREEMENT IS SUBJECT TO THE EXECUTION OF DEFINITIVE DOCUMENTATION IN FORM AND SUBSTANCE CONSISTENT WITH THIS TERM SHEET AND OTHERWISE SATISFACTORY IN ALL RESPECTS TO THE CONSENTING NOTEHOLDERS. SUBJECT TO THE FOREGOING AND THE TERMS OF THE RESTRUCTURING SUPPORT AGREEMENT DATED AS OF SEPTEMBER 17, 2018 (THE “RSA”) BY AND AMONG THE ISSUER, THE INDENTURE TRUSTEE, DLEIF AND THE CONSENTING NOTEHOLDERS PARTY THERETO, THE ISSUER, THE INDENTURE TRUSTEE, DLEIF AND THE CONSENTING NOTEHOLDERS ARE PREPARED TO SUPPORT THE RESTRUCTURING CONSISTENT WITH THE TERMS SET FORTH HEREIN.

TERMS USED HEREIN AND NOT OTHERWISE DEFINED HAVE THE MEANINGS ASCRIBED TO THEM IN THE INDENTURE OR THE RSA, AS APPLICABLE.

**Transaction:** Schahin II Finance Company (SPV) Limited (the “Issuer”) is party to that certain Indenture (as may be amended, supplemented, restated or otherwise modified including by that certain Supplemental Indenture dated as of September 18, 2015, the “Indenture”) by and among the Issuer, Deutsche Bank Trust Company Americas, solely in its capacity as Indenture Trustee (the “Indenture Trustee”) and Dleif Drilling LLC (“Dleif”) governing \$750 million of 5.875% senior secured notes with a final legal maturity of September 25, 2023 (the “Notes”).

Pursuant to the Scheme (as defined below), the Indenture will be amended and restated, in form and substance acceptable to the Indenture Trustee and the Consenting Noteholders and reasonably acceptable to Dleif and the Issuer (as so amended, the “Amended and Restated Indenture”) to issue a new series of Notes (the “New Notes”) in an aggregate principal amount of \$16,579,000 (the “New Financing”) to fund ongoing Operator Expenses and other related expenses incurred under the Indenture which New Notes will be (i) secured by the Vessel and the Transaction Accounts on a first-priority basis (pari passu with the Notes) and (ii) subject to the payment of certain fees and expenses, first in right of payment in the payment waterfall under the Amended and Restated Indenture. The cash proceeds of the New Notes will equal \$15,000,000. The transactions described herein shall be referred to as the “Restructuring.”

**Implementation:**

Pursuant to a direction letter from the Majority Controlling Party, the Indenture Trustee has filed a petition (the “Petition”) in the Grand Court of the Cayman Islands Financial Services Division (the “Cayman Court”) to commence a scheme of arrangement under the Companies Law (the “Scheme”). The Issuer has consented to the Scheme. The purpose of the Scheme will be to consummate the Restructuring.

After the Cayman Court holds the convening hearing with respect to the Scheme, the Issuer will file for relief pursuant to chapter 15 (“Chapter 15”) of title 11 of the United Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) seeking an order (the “Chapter 15 Recognition and Enforcement Order”) recognizing and enforcing the Scheme.

**Conditions to Effectiveness:**

The Restructuring shall be effective upon the “Restructuring Effective Date,” which shall be the first date by which all of the following events have occurred:

- the order Sanctioning the Scheme has been entered by the Cayman Court;
- the Amended and Restated Indenture has been executed and is held in escrow;
- the Amended Vessel Mortgage has been executed and is held in escrow; and
- the Chapter 15 Recognition and Enforcement Order has been entered.

On the Restructuring Effective Date:

- the Amended and Restated Indenture will become effective;
- the Amended Vessel Mortgage will become effective;
- the New Notes in the amount of the New Financing will be issued;
- the Backstop Fee (as defined below) will be paid; and
- the New Financing shall be funded contemporaneously with the issue of the New Notes.

“Amended Vessel Mortgage” shall mean the Mortgage as amended consistent with Marshall Islands law to effectuate the Restructuring, including to secure the New Notes on a *pari passu* basis with the Notes.

**New Notes/Backstop:**

Each Noteholder will be given the opportunity to purchase New Notes based on its pro rata share of outstanding Notes. The terms of the New Notes are set forth in Appendix I hereto.

Certain members of the Steering Committee (the “Backstop Parties”) will commit to backstop the full amount of the New Notes (the “Backstop Commitment”). As consideration for the Backstop Commitment, the Backstop Parties will receive a fee of 3% of the cash proceeds of New Notes issued (the “Backstop Fee”), which Backstop Fee will be paid in kind.

**Releases and  
Exculpations:**

The Scheme shall include releases (including third party releases) and exculpations, in each case, to the fullest extent permitted by applicable law, for the benefit of the Indenture Trustee, the directors of the Issuer, Dleif and its managers and each of the foregoing's respective professionals, in each case, for all actions taken related to the Restructuring.

In addition, the Scheme shall include releases for the Indenture Trustee and its professionals and the Steering Committee for all actions taken by the Indenture Trustee at the direction of the Steering Committee, acting as a Majority Controlling Party, pursuant to that certain Direction Letter dated as of June 29, 2015 (the "June 29 Direction Letter") and all Additional Directions executed by the Steering Committee subsequent to the June 29 Direction Letter (collectively, the "Direction Letters").

**Governing Law:**

State of New York

## Annex I – Terms of New Notes

<b>Amount/Type:</b>	New tranche of senior secured notes issued pursuant to the Amended and Restated Indenture in an aggregate principal amount of \$16,579,000
<b>OID:</b>	7%
<b>Cash Proceeds</b>	\$15,000,000
<b>Security:</b>	First lien (pari passu with existing Notes) on the Vessel and all Transaction Accounts
<b>Payment Priority:</b>	New Notes will be first in priority (after the payment of certain fees and expenses) in the Waterfall and be senior in priority to the existing Notes
<b>Voting:</b>	Definition of Majority Controlling Party to be amended pursuant to the Amended and Restated Indenture to be majority of holders of each of (i) the Notes and (ii) the New Notes.
<b>Maturity Date</b>	18 months from the Restructuring Effective Date
<b>Interest Rate</b>	8% per annum PIK Interest
<b>Return</b>	<p>If the vessel is sold before the repayment of the New Notes, holders of New Notes will receive the greater of (i) the PIK interest and (ii) the Net Disposition Proceeds</p> <p>“<u>Net Disposition Proceeds</u>” shall mean 22% of the cash held by the Indenture Trustee in the name of the Issuer or Owner, or held by the Issuer or Owner, after the receipt of all proceeds from a Disposition Event, which amount shall be net of (i) the payment of the original principal amount of the New Notes, (ii) all reasonable outstanding costs and expenses that are due and owing by the Issuer under the Indenture and (iii) all reasonable costs and expenses of the Owner due and owing under any brokerage or similar agreement or pursuant to a court order entered by a court of competent jurisdiction, in each case of this clause (iii) solely in connection with a Disposition Event.</p> <p>“<u>Disposition Event</u>” shall mean the sale, collection or other disposition of the Transaction Accounts (including without limitation any interest earned thereon) and the Vessel, in each case in connection with or resulting from any Collateral Disposition Event of Event of Default.</p>
<b>Default Rate:</b>	After a principal or interest payment default of the New Notes, the interest rate shall be increased by 2.00% per annum
<b>Certain Covenants</b>	<p>Borrower will agree not to borrow funds to prepay the New Notes (can be waived by a majority of holders of the New Notes)</p> <p>Borrower will agree not to use any equity infusion to prepay the New Notes (can be waived by a majority of holders of the New Notes)</p>

**Exhibit B**  
**Transfer Agreement**

TRANSFER AGREEMENT

The undersigned (the “Transferee”) hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of [●], 2018 (the “Agreement”),<sup>1</sup> by and among (i) Schahin II Finance Company (SPV) Limited, (ii) Deutsche Bank Trust Company Americas, solely in its capacity as Indenture Trustee, (iii) Dleif Drilling LLC, (iv) [TRANSFEROR’S NAME] (the “Transferor”) and (v) certain other Consenting Noteholders party thereto and (x) agrees to be bound by the terms and conditions of the Agreement to the extent the Transferor was thereby bound, (y) hereby makes all representations and warranties made therein by all other Consenting Noteholders and (z) shall be deemed a Consenting Noteholder under the terms of the Agreement, in each case, solely with respect to the Transferred Notes (as defined herein). The Transferee is acquiring Notes from the Transferor in the amount listed opposite its signature (the “Transferred Notes”). All notices and other communications given or made pursuant to the Agreement shall be sent to the Transferee at the address set forth below in the Transferee’s signature below.

Date Executed: \_\_\_\_\_

[TRANSFEREE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.



**Exhibit C**

**Joinder Agreement**

## JOINDER AGREEMENT

This Joinder Agreement to the Restructuring Support Agreement, dated as of [●], 2018 (the “Agreement”),<sup>1</sup> by and among (i) Schahin II Finance Company (SPV) Limited, (ii) Deutsche Bank Trust Company Americas, solely in its capacity as Indenture Trustee, (iii) Dleif Drilling LLC and (iv) the Consenting Noteholders party thereto, is executed and delivered by [\_\_\_\_\_] (the “Joining Noteholder Party”) as of [\_\_\_\_\_], 2018.

1. Agreement to be Bound. The Joining Noteholder Party hereby agrees to be bound by all of the terms of the Restructuring Support Agreement (as the same may be hereafter amended, restated or otherwise modified from time to time). The Joining Noteholder Party shall hereafter be a “Consenting Noteholder” and a Party for all purposes under the Restructuring Support Agreement.
2. Holdings by the Joining Noteholder Party. As of the date hereof, with respect to the Notes listed opposite its signature, such Joining Noteholder Party (A) either (i) is the sole beneficial owner of the full amount of such Notes as set forth herein or (ii) has sole investment or voting discretion with respect to the full amount of such Notes as set forth herein and has the power and authority to bind the beneficial owners of such Notes to the terms of the Restructuring Support Agreement and (B) has full power and authority to act on behalf of, vote and consent to matters concerning such Notes and to dispose of, exchange, assign and transfer such Notes, including the power and authority to execute and deliver the Restructuring Support Agreement and to perform its obligations hereunder;
3. Representations and Warranties. The Joining Noteholder Party hereby makes the representations and warranties of the Consenting Noteholder set forth in Section 9 and Section 10 of the Restructuring Support Agreement.
4. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

\* \* \* \* \*

[SIGNATURE PAGE FOLLOWS]

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<sup>1</sup> Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Joining Noteholder Party has caused this Joinder Agreement to be executed as of the date first written above.

Joining Noteholders Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Principal Amount of Notes held:

\$ \_\_\_\_\_